

WISEMAN PARK WOLLONGONG CITY BOWLING CLUB LIMITED

ACN 002 690 799

NOTICE OF GENERAL MEETING

NOTICE is hereby given of a General Meeting of **WISEMAN PARK WOLLONGONG CITY BOWLING CLUB LIMITED** to be held at the Club's premises located at 1 Foley Street, Gwynneville on **SUNDAY 8 DECEMBER 2024** commencing at **9:30AM**.

BUSINESS

The business of the meeting will be to consider and if thought fit pass the Resolutions set out below.

PROCEDURAL MATTERS

1. **Ordinary Resolution** - To be passed, the Ordinary Resolution requires votes from a simple majority (50% +1) of those members who being eligible to do vote in person on the Ordinary Resolution at the meeting.
 2. **Voting on Ordinary Resolution** – In accordance with the Registered Clubs Act (**RCA**), all members of the Club (except for Honorary, Temporary and Provisional members) can vote on the Ordinary Resolution.
 3. **Special Resolution** - To be passed, the Special Resolution requires votes from not less than three quarters (75%) of those members who being eligible to do so, vote in person on the Special Resolution at the meeting.
 4. **Voting on Special Resolution** – Only Life members and Bowling members can vote on the Special Resolution.
 5. Under the RCA, employees cannot vote, and proxy voting is prohibited.
 6. The Board recommend that the members vote in favour of the Resolutions.
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ORDINARY RESOLUTION

That members hereby:

- (a) approve in principle the amalgamation of Wiseman Park Wollongong City Bowling Club Limited (ACN 001 059 356) (**Bowling Club**) with City of Wollongong Tennis Club Limited ACN 001 042 842 (**Tennis Club**), with such amalgamation to be effected by:
 - (i) the continuation of the Bowling Club as the corporate body of the Amalgamated Club and the dissolution of the Tennis Club; and
 - (ii) the transfer of the Tennis Club's Assets, Debts and Liabilities (as defined in the Memorandum of Understanding) to the Bowling Club;
 - (iii) the granting of an application made to the Independent Liquor & Gaming Authority (**Authority**) for the transfer of the Tennis Club's club (liquor) licence to the Bowling Club for the purpose of such amalgamation;
 - (iv) the transfer of the Tennis Club's club (liquor) licence to the Bowling Club pursuant to the application referred to in paragraph (iii) above.
 - (b) declare that, as and from the completion of the amalgamation, all of the land occupied by the Tennis Club (including the licensed premises of the Tennis Club) to be non core property of the Bowling Club (as the Amalgamated Club) for the purposes of section 41E of the RCA.
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EXPLANATORY NOTES TO MEMBERS ON ORDINARY RESOLUTION

Summary of Ordinary Resolution

1. The Ordinary Resolution contains two (2) parts as set out below.
2. **Paragraph (a) of the Ordinary Resolution** proposes for members to approve the proposed amalgamation between the Bowling Club and the Tennis Club.
3. **Paragraph (b) of the Ordinary Resolution** proposes for members to declare the land occupied by the Tennis Club as non core property of the Bowling Club (as the Amalgamated Club) for the purposes of the RCA. This is explained in greater detail in paragraphs 33 to 38 inclusive below.

Summary of Amalgamation

4. An amalgamation between two registered clubs is governed by the provisions of the RCA.
5. One of the requirements of the RCA is that the two clubs must enter into a Memorandum of Understanding (**MOU**) setting out the terms of the proposed amalgamation.
6. The Bowling Club and the Tennis Club have entered into a MOU.
7. A copy of the MOU is displayed on the Tennis Club's website and noticeboard. Further copies of the MOU are available on request from the Tennis Club.
8. Members are encouraged to carefully read the terms of the MOU and, if they have any questions or are seeking clarification of any matter relating to the amalgamation or what is contained in the MOU, they should direct their enquiries to Mark Crossingham (Chief Executive Officer).

Summary of MOU

Dissolution of the Tennis Club

9. The amalgamation is being effected by the dissolution of the corporate entity of the Tennis Club and the continuation of the corporate entity of the Bowling Club.

Corporate Governance Matters

10. The Bowling Club's Chief Executive will be the Secretary and Chief Executive Officer of the Amalgamated Club and will have overall responsibility for management of the Tennis Club Premises.
11. The Board of the Bowling Club will be the Board of the Amalgamated Club, provided that a Tennis Club member will be appointed to the Board for a term of three (3) years (**Tennis Club Director**). For the avoidance of doubt, the Tennis Director will be in addition to the seven (7) directors who are elected to the Board of the Bowling Club under its Constitution.
12. The Constitution of the Bowling Club will be the constitution of the Amalgamated Club.

Traditions, Amenities and Community Support

13. Subject to the terms of the MOU, the traditions, amenities, sporting facilities, sporting activities and memorabilia of the Tennis Club will be maintained by the Amalgamated Club.
14. The Amalgamated Club will explore opportunities to maintain and enhance community support to the local community of the Tennis Club Premises.

Amalgamated Club Premises

15. Subject to paragraph 18 below, the Amalgamated Club will trade from the Bowling Club Premises and the Tennis Club Premises.

Tennis Club Premises

16. The Tennis Club currently occupies the Tennis Club Premises under an expired lease and it is currently negotiating a new lease for the Tennis Club Premises with Wollongong City Council.
17. The Bowling Club (as the Amalgamated Club) can only trade from the Tennis Club Premises after the Completion of the Amalgamation if:
 - (a) the Tennis Club enters into the new lease for the Tennis Club Premises before the Completion of the Amalgamation; and
 - (b) the new lease is assigned (transferred) to the Bowling Club with effect from Completion of the Amalgamation.
18. If the Tennis Club has not entered into the new lease for the Tennis Club Premises and/or the new lease has not been assigned to the Bowling Club on terms acceptable to the Bowling Club on or before 14 May 2025 (or such later date acceptable to the Bowling Club in its absolute discretion), then:
 - (a) the Bowling Club can elect to complete the Amalgamation without the new lease being entered into and/or assigned to the Bowling Club; and
 - (b) if the Bowling Club elects to complete the Amalgamation without the new lease being entered into and/or assigned to the Bowling Club, the Amalgamated Club will not trade from the Tennis Club Premises after Completion of the Amalgamation and it will only trade from the Bowling Club Premises.
19. If the Tennis Club trades from the Tennis Club Premises after the Completion of the Amalgamation, the Bowling Club will:
 - (a) operate a registered club premises at the Tennis Club Premises; and

- (b) trade from Tennis Club Premises under the name of “Wollongong Tennis Club”;
- (c) undertake any necessary upgrades, refurbishments and renovations to the Tennis Club Premises and facilities, with the nature, timeframe and budget of those works to be determined by the Board of the Amalgamated Club in its absolute discretion;
- (d) use reasonable endeavours to improve trading at the Tennis Club Premises and ensure that the Tennis Club Premises is relevant to its membership and its local community.

Advisory Committee

- 20. The Amalgamated Club will create an advisory committee for the Tennis Club Premises (**the Advisory Committee**).
- 21. The Advisory Committee will consist of five (5) members – being the Bowling Club’s Chief Executive Officer and four (4) Tennis Club members.
- 22. The Advisory Committee may make recommendations to the Amalgamated Club regarding the following matters:
 - (a) the operations of the Tennis Club Premises; and
 - (b) ClubGRANTS to be made by the Amalgamated Club that are attributable to the Tennis Club Premises;
 - (c) membership matters at the Tennis Club Premises;
 - (d) the operation of the tennis sub clubs at the Tennis Club Premises;
 - (e) the operation of the tennis courts and other sporting facilities at the Tennis Club Premises;
 - (f) the conduct of tennis and other sporting and recreational activities at the Tennis Club Premises.
- 23. The Advisory Committee will not have any governance or management powers in the Amalgamated Club and it shall be subject to the overall control and direction of the Board and management of the Amalgamated Club at all times.
- 24. The Advisory Committee will be in existence and will operate for at least the first three (3) years after the Completion of the Amalgamation.

Tennis Sub-Clubs

- 25. The Amalgamated Club intends to create tennis sub clubs to conduct and administer tennis at the Tennis Club Premises on behalf of the Amalgamated Club (**Tennis Sub Clubs**).
- 26. The Tennis Sub Clubs will be subject to the overall control and direction of the Board and management of the Amalgamated Club but it is intended that the Tennis Sub Clubs will each:
 - (a) have their own rules, committees and members; and
 - (b) be authorised to operate a bank account;
 - (c) continue using their existing uniforms, names and insignia for a minimum of three (3) years;
 - (d) elect their own committees;
 - (e) be eligible to affiliate with such bodies controlling tennis in New South Wales.
- 27. The Amalgamated Club will allocate an annual budget for the Tennis Sub Clubs. The annual budget will be determined by the Board of the Amalgamated Club after discussions with the Tennis Sub Clubs.

Other Sub Clubs

- 28. If, at the date of the MOU, there are any sub-clubs at the Tennis Club Premises (other than the Tennis Sub Clubs), the Board of the Amalgamated Club will allow those sub-clubs to continue to exist.

Payment of Subscriptions

- 29. The Bowling Club will treat any annual subscriptions which have been paid to the Tennis Club for the subscription period current as at the date of the Completion of the Amalgamation as being annual subscriptions which have been paid to the Amalgamated Club.

Tennis Club’s Employees

- 30. Prior to the completion of the amalgamation, the Bowling Club will make offers of employment to the Tennis Club’s employees.
- 31. Employees of the Tennis Club who accept an offer of employment with the Bowling Club will receive continuity of employment and their accrued entitlements will be honoured by the Bowling Club.

32. Employees of the Tennis Club who do not accept an offer of employment with the Bowling Club will be paid their full entitlements when their employment with the Tennis Club comes to an end.

Core Property

33. Section 41E of the RCA provides that a club cannot dispose of core property unless:
- (a) the property has been valued; and
 - (b) the disposal has been approved by members of the club;
 - (c) in the case of a sale, the disposal is by way of public auction or open tender.
34. A club can dispose of non core property (being any property which is not core property) without having to comply with the requirements of section 41E of the RCA.
35. If the Bowling Club ceases to trade from the Tennis Club Premises in accordance with the terms of the MOU, the Bowling Club will need to terminate the lease for the Tennis Club Premises and this would constitute a disposal of property.
36. If the Tennis Club Premises is core property of the Bowling Club as and from the Completion of the Amalgamation, the Bowling Club cannot terminate the lease for those premises unless it complies with the requirements set out in section 41E of the RCA.
37. However, if the Tennis Club Premises is not core property of the Bowling Club as and from the Completion of the Amalgamation, the Bowling Club can terminate the lease for those premises without having to comply with the requirements set out in section 41E of the RCA.
38. Accordingly, if the Ordinary Resolution is passed:
- (a) the Tennis Club Premises will be non core property of the Amalgamated Club; and
 - (b) after the Amalgamated Club has ceased to trade from the Tennis Club Premises, the Amalgamated Club will be able to terminate the lease for those premises without having to comply with the requirements set out in section 41E of the RCA.

Cash and Investments

39. The cash and investments (if any) of the Tennis Club will be transferred to the Bowling Club on Completion of the Amalgamation.

Gaming Machine Entitlements

40. The Tennis Club has twenty six (26) gaming machine entitlements and ownership of those gaming machine entitlements will be transferred to the Bowling Club on Completion of the Amalgamation.
41. The Bowling Club intends to conduct a strategic analysis of the Tennis Club Premises and its gaming machine entitlements. Depending on the outcome of that strategic analysis, the Bowling Club may either increase or decrease the number of gaming machines at the Tennis Club Premises.

Cessation of Trade from Tennis Club Premises

42. The Bowling Club does not intend to cease trading from the Tennis Club Premises.
43. However, notwithstanding paragraph 42 above, the Bowling Club can cease trading from the Tennis Club Premises:
- (a) if, after the second anniversary of the Completion of the Amalgamation, it is not financially viable for the Amalgamated Club to continue trading from Tennis Club Premises; and/or
 - (b) if, at any time within the first two (2) years of the Completion of the Amalgamation, the total losses incurred by the Amalgamated Club at the Tennis Club Premises is one hundred and fifty thousand dollars (\$150,000) or greater;
 - (c) upon the order of any court or body with jurisdiction to administer the laws in relation to liquor, gaming and registered clubs;
 - (d) upon the lawful order of any government authority;
 - (e) if the premises are destroyed or partially destroyed by fire, flood, storm or other similar event such that it is not lawful for a licensed club to be operated at the Tennis Club Premises and/or any resulting insurance claim is not sufficient to re-instate or re-build an operational clubhouse at the Tennis Club Premises;
 - (f) if the Tennis Club does not enter into the new lease and/or if the new lease is not assigned to the Bowling Club on or before 14 May 2025;

- (g) if the lessor of the Tennis Club Premises terminates the lease or does not agree to an extension or renewal of the Amalgamated Club's lease over the Tennis Club Premises.

Tennis Club's Members

44. The Bowling Club will invite members of the Tennis Club to become members of the Bowling Club (as the Amalgamated Club) and those members who accept that invitation will become Bowling Club members (as the Amalgamated Club) with effect from completion of the amalgamation.
45. The Tennis Club's members who are admitted to membership of the Bowling Club will be identified as a separate class called "Tennis Club Members", but they may transfer to any other class of membership of the Bowling Club for which they are eligible to join.

The Amalgamation Process

46. Each club must hold a meeting of its members to approve the amalgamation in the same terms as the Ordinary Resolution above. The Tennis Club will hold its general meeting on Thursday 5 December 2024.
47. Assuming both sets of members approve the amalgamation, an application will be made to the Authority for its approval of the amalgamation. The Bowling Club will have the carriage of that application.
48. Once the approval of the Authority to the amalgamation has been obtained and subject to all other necessary steps being completed, there will be a formal commercial settlement. On the day of that commercial settlement the following things (among others) will happen:
- (a) the Tennis Club will transfer its assets, debts and liabilities to the Bowling Club; and
 - (b) all members of the Tennis Club who have consented to become members of the Bowling Club will be admitted to membership of the Bowling Club (as the Amalgamated Club);
 - (c) the Tennis Club's employees who have accepted employment with the Bowling Club will become employees of the Bowling Club;
 - (d) the Tennis Club's club (liquor) licence will be transferred to the Bowling Club;
 - (e) the Bowling Club will assume responsibility for the business, management and affairs of the Tennis Premises (assuming the new lease is assigned to the Bowling Club on the Completion of the Amalgamation).
49. After completion of the amalgamation, the corporate entity of the Tennis Club will be wound up.

SPECIAL RESOLUTION

That, with effect from the completion of the amalgamation with the City of Wollongong Tennis Club Limited, the Constitution of Wiseman Park Wollongong City Bowling Club Limited be amended by:

- (a) **inserting** the following new Rule 3.1(u):
“(u) *“Tennis Club” means City of Wollongong Tennis Club Limited ACN 001 042 842”.*
- (b) **inserting** the following new Rules 10.2(f) and (g):
“(f) *Tennis members.*
(g) *Tennis Club members”.*
- (c) **inserting** the following new subheadings and Rules 10.24 to 10.28 inclusive:
“TENNIS MEMBERS
10.24 *Tennis members shall be persons who have attained the age of eighteen (18) years and are elected or transferred to Tennis membership of the Club.*
10.25 *Tennis members are entitled to:*
(a) *such social and playing privileges and advantages of the Club as may be determined by the Board from time to time; and*
(b) *vote in the election of the Board;*
(c) *introduce guests to the Club.*
10.26 *Tennis members are not entitled to:*
(a) *participate in bowling competitions conducted by the Club; and*
(b) *attend and vote at general meetings (including Annual General Meetings) of the Club except in*

relation to the annual election of the Board and in relation to other matters where ordinary members (as that term is defined in the Registered Clubs Act) are allowed to attend and vote such as on honorariums, amalgamations and the disposal of core property;

- (c) nominate for and be elected to hold office on the Board;
- (d) vote on any Special Resolution (including a Special Resolution to amend this Constitution);
- (e) propose, second, or nominate any eligible member for any office of the Club;
- (f) propose, second or nominate any eligible member for Life membership.

TENNIS CLUB MEMBERS

10.27 Tennis Club members shall be those persons who are full members (as defined in the Registered Clubs Act) of the Tennis Club and who are admitted to membership of the Club pursuant to Rule 15A for the purposes of the amalgamation between the Club and the Tennis Club.

10.28 The following shall apply in respect of the admission of Tennis Club members to membership of the Club and the rights and entitlements of Tennis Club members:

- (a) Tennis Club membership will be divided into two (2) sub classes – Adult Tennis Club members and Junior Tennis Club members.
- (b) Tennis Club members who have attained the age of eighteen (18) years will be admitted to membership of the Club as Adult Tennis Club members. Adult Tennis Club members will have the same rights and privileges as Tennis members.
- (c) Tennis Club members who have not attained the age of eighteen (18) years will be admitted to membership of the Club as Junior Tennis Club members. Junior Tennis Club members will have the same rights and privileges as Junior members”.

(d) **inserting** into Rule 11.2 the words “or Junior Tennis Club member” after the words “Junior member” wherever they appear.

(e) **inserting** the following new Rule 15A:

15A. ADMISSION OF MEMBERS PURSUANT TO AMALGAMATION

15A.1 Rule 15 shall not apply to a person who is admitted as a member of the Club pursuant to an amalgamation with another registered club and this Rule 15A.

15A.2 A person shall be admitted as a member of the Club pursuant to an amalgamation if that person is a full member (as defined in the Registered Clubs Act) of a registered club which has amalgamated with the Club and has agreed to be a member of the Club pursuant to the amalgamation.

15A.3 The agreement referred to in Rule 15A.2 must be in writing and to the effect that the person agrees to be a member of the Club and agrees to be bound by the Constitution and By-laws of the Club and in such form as approved by the Board from time to time.

15A.4 Any person who completes and signs the agreement referred to in Rule 15A.3 and returns that agreement to the Club shall, (subject to the name of that person being displayed on the noticeboard of the Club for not less than seven (7) days and a period of not less than fourteen (14) days elapsing after the receipt of the acceptance by the Club) be elected by a resolution of the Board to membership of the Club with effect from the date of completion of the amalgamation”.

(f) **inserting** into Rule 25.1 the words “and Junior Tennis Club members” after the words “Junior members”.

(g) inserting into Rule 36.19 the words “Tennis members” after the words “Sports Recruitment members”.

EXPLANATORY NOTES TO MEMBERS ON SPECIAL RESOLUTION

1. The Special Resolution proposes to:

- (a) create two (2) new categories of membership which will be known as Tennis membership and Tennis Club membership; and
- (b) introduce a procedure for the admission of persons to membership of the Club pursuant to an amalgamation.

2. The amendments contained in the Special Resolution are required by the RCA and the MOU and they will not take effect until the amalgamation is completed.

Tennis membership

3. Assuming the Club trades from the Tennis Club Premises after completion of the amalgamation, the Club will continue tennis activities at those premises.
4. The Club wishes to attract new members to participate in tennis at Tennis Club Premises and for those persons to become members of the Club.
5. To enable those persons to become “tennis members” of the Club, it is proposed for a new category of membership to be known as “Tennis membership” to be inserted into the Club’s Constitution.
6. Tennis members will be entitled to:
 - (a) such social and playing privileges and advantages of the Club as may be determined by the Board; and
 - (b) vote in the election of the Board;
 - (c) introduce guests to the Club.
7. Tennis members will not be entitled to:
 - (a) participate in bowling competitions conducted by the Club; and
 - (b) attend and vote at general meetings (including Annual General Meetings) of the Club except in relation to the annual election of the Board and in relation to other matters where ordinary members (as that term is defined in the Registered Clubs Act) are allowed to attend and vote such as on honorariums, amalgamations and the disposal of core property;
 - (c) nominate for and be elected to hold office on the Board;
 - (d) vote on any special resolution (including a special resolution to amend the Club’s Constitution);
 - (e) propose, second, or nominate any eligible member for any office of the Club or for Life membership.

Tennis Club membership

8. It is a requirement of the RCA that a separate category of membership is established for the Tennis Club’s members.
 9. To satisfy this requirement, it is proposed for the category of membership to be known as “Tennis Club membership” to be inserted into the Club’s Constitution.
 10. Tennis Club membership will be divided into two (2) sub classes – Adult Tennis Club members and Junior Tennis Club members.
 11. Tennis Club members who have attained the age of eighteen (18) years and who consent to becoming members of the Club will be admitted to membership of the Club as Adult Tennis Club members. Adult Tennis Club members will have the same rights and privileges as Tennis members (see Notes 6 and 7 above).
 12. Tennis Club members who have not attained the age of eighteen (18) years and who consent to becoming a member of the Club will be admitted to membership of the Club as Junior Tennis Club members. Junior Tennis Club members will have the same rights and privileges as Junior members.
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Dated: 14th November 2024



Mark Crossingham
Chief Executive Officer