

## 1. ADDRESS OF MEMBERS

The official address of a member will be as set out in the Application for Membership, or as otherwise notified by the member in writing. It is the responsibility of each member to advise the CEO of any change of address for the purposes of receiving notices.

## 2. CLUB POLICIES

- a) Each member and guest of a member must comply with any policy of the Club published on the Club's premises and/or its website in relation to the use of the Club's premises and facilities (including but not limited to any dress rules, any fire safety policy, any WHS policy, any responsible service of alcohol policy and any responsible conduct of gaming policy).
- b) A breach of any such policy will be taken to be a breach of this by-law and disciplinary action may be taken by the Club.
- c) Bag Policy –The Club is committed to ensuring the health, safety and welfare of its customers and employees. The Club has considered that customer safety will be improved by having the right to inspect baggage on entry. A customer who declines to have a bag inspection on arrival to the Club will not be permitted.

## 3. GAMBLING

Betting, gaming and gambling is prohibited on the Club's premises except for the lawful operation of gaming machines and conduct of occasional games of chance (such as Two-Up on ANZAC Day) approved by the Board. The selling of raffle tickets, lottery tickets, and the conduct of prize draws of any kind or similar competitions is prohibited without the prior approval of the Board.

Wagering is permitted only through those channels approved from time to time by the NSW Government.

## 4. CLUB PROPERTY

A person must not:

- a) Remove, obscure or damage any notice or sign placed by the Club on the Club's Notice Board or in any part of its premises;
- b) Remove any of the Club's property from the Club's premises (or any designated area within the Club's premises to which that property relates) without the prior approval of the CEO;
- c) Damage or deface any of the Club's property; or
- d) Place a notice or sign on the Club's premises without the prior approval of the CEO.

Any person who removes, damages or defaces any Club property in breach of this by-law is responsible for any costs that the Club incurs in repairing or replacing such property.

## 5. ANIMALS

A person must not bring any animal onto the Club's premises except for:

- a) a guide dog or other animal formally trained to assist a person with a disability, which may enter any part of the Club's premises open to members and their guests (including areas where food and beverages are served) provided that the animal is in a harness;
- b) Any animal assisting with law enforcement (e.g. dogs trained in drug detection) which may enter any part of the Club's premises permitted by law or approved by the CEO or Duty Manager; or
- c) An animal participating in entertainment for members and guests, which must only enter those areas reasonably required to participate in the entertainment and as approved by the CEO or Duty Manager.

A person who brings an animal onto the Club's premises is responsible for the behaviour of that animal at all times.

## 6. COMPLAINTS

- a) Any complaint about the Club, its premises, a member, a guest, an employee or a contractor of the Club, must be made in writing to the Club's CEO, provided that any matter requiring urgent attention may be reported to the Duty Manager.
- b) Members and their guests are not entitled to reprimand any person.

## 7. USE OF CLUB NAME

A person must not use the name of the Club, or any logo, brand or trade mark of the Club without the prior approval of the Board. The Club reserves the sole right to use its own name and intellectual property in respect of its activities.

## 8. USE OF CLUB PREMISES

- a) Members and guests must not use or appoint the Club's premises for the sale of any goods or services or as the delivery address for the purchase of any goods or services.
- b) A person must not use the Club's premises as his or her personal address or business address for delivery of mail, any notice, or any goods or services.
- c) A member may use the Club's premises for the purpose of interviewing any person (e.g. for employment purposes), provided that:
  - (i) The member states to that person that the Club is not in any way connected to the interview; and
  - (ii) The interview process does not interfere with the use of the Club's facilities by other members and their guests, or with the amenity of the Club's premises.
- d) A person must not take up collections or sell any product on behalf of any charity, not for profit organisation or other entity on the Club's premises without the prior approval of the Board.
- e) A person must not canvass members and/or their guests to sign any petition on the Club's premises without the prior approval of the Board (unless such petition relates to the exercise of member's rights and obligations of membership or to the activities of the Club).

- f) A person must not use the Clubs premises to solicit donations, subscriptions or involvement of members and /or their guests in any activity without the prior approval of the Board (unless it relates to the exercise of member's rights and obligations of membership or to the activities of the Club).

## 9. RESTRICTED ACCESS

- a) A member must not enter or remain in, or permit any guest to enter or remain in, any area of the Club which that person is prohibited from entering or remaining in by law.
- b) A member must not enter, or permit any guest to enter, any area of the Club's premises which is designated for use of the Club's staff only.

## 10. MEMBERSHIP CARDS

- a) Each Full member of the Club (as defined in the Registered Clubs Act 1976) will be issued with a membership card which must be produced on each occasion the member enters the Club's premises and on the reasonable request of the Club's staff.
- b) A member may elect not to have their photograph shown on their membership card, but must then produce other photographic proof of identity as required by the Club on each occasion they enter the Club's premises and on the reasonable request of the Club's staff.
- c) If a member fails to produce their membership card (and photographic proof of identification when required) on entering the Club's premises or on the reasonable request of Club staff, the Club may refuse to admit that member to the premises or require that member to leave the premises (as the case may be).
- d) A member must not permit any other person to use their membership card and must not use another person's membership card.
- e) If a member loses their membership card or it is substantially damaged, they must report that loss or damage to the Duty Manager as soon as possible. The Club may then cancel the member's membership card and replace it at the Club's discretion.
- f) Any membership reward points accumulated on a member's card under any reward or loyalty program are not transferable.
- g) All membership cards remain the property of the Club and must be returned to the Club on cessation or suspension of membership or otherwise on demand (e.g. to update the card, provided that in that case the Club gives the member a replacement card).

## 11. GUESTS

- a) Members introducing a guest must enter the guest's name in the member's guest book (or other deemed register, currently Infosign), remain in the reasonable company of that guest and be responsible for their conduct whilst on the premises.
- b) A member will not sign any more than 5 guests into the Club on any day unless the General Manager or Duty Manager approves otherwise (at his or her discretion).
- c) A member must not attempt to sign in a guest at any time at which the Club is

closed to non-members.

**12. MEETINGS**

Meetings of any description are not to be arranged on Club premises without the permission of the Board or CEO.

**13. FOOD & LIQUOR**

- a) Foodstuffs may not be brought onto Club's premises by a member or guest without the prior approval of the CEO or Duty manager.
- b) Liquor must not be brought onto the Club's premises by any member or guest.

**14. GAMING MACHINES**

- a) A person playing a gaming machine must at all times abide by the directions of the Gaming Manager, Duty Manager or CEO of the Club.
- b) The gaming machines in the Club may only be played by, and any jackpots or prize won will only be paid to, financial members and guests, who have complied with all legal requirements to be admitted to the Club and play such machines.
- c) No person is required to participate in the playing of gaming machines and any playing of machines is at a person's sole option, discretion, and risk.
- d) The Club reserves the right to refuse any person the right to play gaming machines in the Club.
- e) A machine may only be reserved for a maximum of 3 minutes. Intermittent play is not permitted.
- f) A person may only play 1 gaming machine at a time.
- g) A person must not make any request to borrow money, or offer to lend money, on the Clubs premises for the purposes of gambling.
- h) Only currency which is legal tender in Australia in the denominations as indicated on a gaming machine may be used.
- i) No gaming machine change will be given after the Club has been closed.
- j) If a gaming machine is able to be operated without using legal tender or if playing the machine does not reduce the credit meter by the appropriate amount, the person playing the machine must immediately report the malfunction to an employee of the Club.
- k) Tilting, rocking, jamming or in any way moving or damaging a gaming machine in the Club is prohibited.
- l) No jackpot or prize will be paid unless the winning combination is seen by authorised Club staff and verified to be paid pursuant to the Club's procedure of paying jackpots.
- m) No jackpot, prize or winning combination will be paid to a player which is won before the opening time of the Club or after closing time has been announced.
- n) The Club reserves the right to ensure that every jackpot is played off a machine.
- o) At any time when requested by the Club, including at the time of claiming or collection/payment of prizes, a player must provide their full name and address plus details of the basis on which they are legally on the Club's premises, with such documentary proof as the Club requires. Such documentary proof may include production of a person's membership card and/or a person's driver's licence. The Club may prevent a person from

playing or continuing to play any machine, or decline a claim or collection/payment of any prize, if satisfactory details or documents are not provided.

- p) The Club may refuse payment if, in the opinion the Club, the gaming machine has malfunctioned and/or if a winning combination showing has not been registered on the machine. Each person who plays the Club's gaming machines acknowledges that the Club's decision as to whether a gaming machine has malfunctioned or not and/or if a winning combination showing has not been registered on the machine is final.
- q) If a gaming machine overpays, or pays on a non-winning combination, the player must immediately report the malfunction to an employee of the Club.
- r) Payment of Winnings - Gaming  
Gaming Machine tickets may be redeemed at a Cash Redemption Terminal or the Hostess. For larger payouts, the Duty Manager will be present.  
Gaming Payments up to \$5,000 are available in cash or cheque. All amounts in excess of the first \$5,000 will be paid by crossed Club cheque or by EFT, made payable to the patron. Gaming prizes in excess of \$10,000 will be paid within 48 hours of the win subject to customer identification and verification.  
Alternatively, if requested, the balance will be paid by electronic funds transfer to an account nominated by the patron. Where a patron asks for payment by EFT, the club asks that the request be in writing, with the details of the amount and the destination account, signed by the patron.  
If not paid immediately, cheque payments will be mailed to, or can be collected by players within 48 hours of winning a prize.  
All Gaming Machine prize winning cheques are clearly marked with the following statement "prize winning cheque – cashing rules apply".  
The playing of gaming machines and wagering activities are bound by the Financial Transactions and Credit Policy of the Club and the relevant Legislation as it exists from time to time.
- s) A person who plays a gaming machine agrees that any part of or all a jackpot or prize paid in error may be recovered from that player by the Club. A player will upon demand repay any part or all of a jackpot or prize paid in error.

- t) An employee, contractor, or employee or subcontractor of a contractor must not play machines at any time while on duty (including during meals or other breaks) even if that person is a member of the Club. Prizes won by such a person when playing a machine in breach of this by-law will not be awarded or paid.
- u) The Club reserves the right to refuse payment to any person who in the opinion of the Club has breached any of these by-laws.
- v) A person who excludes themselves from the Club must not play, or attempt to play, the Club's gaming machines until the exclusion period has expired and all conditions of the self-exclusion policy and any individual program applicable to that person have been met.
- w) A person playing a machine must report to the Gaming Manager, Duty Manager or CEO of the Club immediately any credits on the machine which do not belong to that person and must not play such credits.

## 15. ENTRY TO THE CLUB

The Club will ensure that every person admitted to the Club is admitted in accordance with the requirements of the Registered Clubs Act.

To evidence compliance with the requirements of the Act and as a Workplace Health and Safety measure a record will be kept of each entry to the Club by all persons on the premises in either an electronic or physical form.

A member admitted to the Club must at all times be able to produce their membership credentials upon the reasonable request of a staff member.

A visitor admitted to the Club under the various provisions of the Registered Clubs Act is required to enter their details within the relevant register provided for that purpose by the Club and retain the evidence given to them by the Club at all times whilst upon the Club's premises.

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**MURWILLUMBAH SERVICES MEMORIAL CLUB****CODE OF CONDUCT FOR MEMBERS**

The Code of Conduct for Members has been established by the Board of Directors to provide a guide to the penalties that maybe received for Anti-Social behaviour within the precincts of the club. The Board of Directors are committed to ensuring a safe environment is provided at our facilities for our Members, their Guests, Visitors and Employees.

The Code of Conduct is to be read in conjunction with the Club's By-Laws and Articles of Association. Below is a list of the offences that a Member of the Club could be charged with. The penalties are used as a guide for the severity of each offence committed.

**OFFENCES**

(A) The member's membership was obtained by improper means or without the required qualifications or the member has knowingly introduced any person into activities of the club or has been expelled from or had been refused membership from another club.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(B) The member allows another person to have in their possession/using their Card ID Membership Card.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(C) The member be under the influence of unlawful drugs or deals in or introduced such drugs to the club premises or precincts.

**PENALTY:**

GRADE 1 = 0 - 2 years

GRADE 2 = 2 - 5 years

GRADE 3 = 5 - 10 years

(D) The member is involved in assault in the club and/or precincts of the club.

**PENALTY:**

GRADE 1 = 0 - 2 years

GRADE 2 = 2 - 5 years

GRADE 3 = 5 - 10 years

(E) The member or the members guest, solicits for money or any other service, unless this has been approved by the Board of Directors.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(F) The member's conduct is detrimental to the reputation and interest of the club or is calculated to bring the club into disrepute or contempt.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(G) To be intoxicated by liquor.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(H) To introduce liquor onto the club premises without permission.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(I) To bring food into the club without the consent of the Board of Directors.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(J) To introduce gambling or gamble on premises.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(K) To take liquor from the club without proper authority.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(L) To sell or supply liquor to any minor (under the age of 18 years) or permit any minor to operate or play poker machines or any other form of gaming or wagering conducted by the club.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(M) To enter or remain on the club premises at unauthorised times.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years

GRADE 3 = 2 - 5 years

(N) To cause offence to any member/members and their guests which is considered prejudicial to the club or the comfort or welfare of any member, members and their guests and employees of the club.

**PENALTY:**

GRADE 1 = 1 - 12 months

GRADE 2 = 1 - 2 years  
GRADE 3 = 2 - 5 years

(O) To disregard the instruction of the Secretary Manager, Assistant Secretary Manager, Duty Manager or delegated employee of the club.

**PENALTY:**

GRADE 1 = 1 - 12 months  
GRADE 2 = 1 - 2 years  
GRADE 3 = 2 - 5 years

(P) To use objectionable or obscene language.

**PENALTY:**

GRADE 1 = 1 - 12 months  
GRADE 2 = 1 - 2 years  
GRADE 3 = 2 - 5 years

(Q) To infringe on the By-Laws of the Club.

**PENALTY:**

GRADE 1 = 1 - 12 months  
GRADE 2 = 1 - 2 years  
GRADE 3 = 2 - 5 years

(R) Any matters connected with Club's Management or Operation, which are not provided for in the Rules or By-Laws shall be dealt with by the Board of Directors, whose decision shall be final.

**PENALTY:**

GRADE 1 = 1 - 12 months  
GRADE 2 = 1 - 2 years  
GRADE 3 = 2 - 5 years