**Lake Cathie Bowling & Recreation Club Limited**

**By-Laws**

Approved by the Board 21 December 2018

**Amended 2 July 2019** [ Cl.16.(a) & (b) amended: *‘and Restaurant’* removed ]

**Amended 28 May 2021** [Cl.14.5 : Wednesday – Greens Closed all day’’ removed]

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# Introduction & Definitions

* 1. In pursuance of the powers conferred on it by Article 29.3 of the Constitution of Lake Cathie Bowling and Recreation Club Limited (the Club), the Board makes the following By-Laws (By Laws) for the regulation of the business and affairs of the Club.
  2. For the purposes of these By-Laws, meanings shall apply to words and expressions and capitalised terms used but not separately defined in these By Laws as specified in the interpretation provisions of the Constitution, unless the context otherwise requires or as defined below.

# Membership

* 1. The membership of the Club shall be divided into the following categories:

2.1.a Ordinary Members

2.1.b Honorary Members

2.1.c Life Members

2.1.d Temporary Members

2.1.e Provisional Members

2.2 **Ordinary membership** of the Club shall consist of the following classes or classifications:

2.2.a Bowling Member

2.2.b Fishing Member

2.2.c Golf Member

2.2.d Junior Member

2.2.e Social Member

2.3.a **Bowling Member** (both male and female) shall mean a person who having been elected a Bowling Member shall have paid the applicable entrance fee (if any) and the applicable annual subscription. A Bowling Member shall be entitled to all the Bowling and social privileges and advantages of the Club and shall be entitled to attend and vote at any meetings of the Club.

2.3.b **Fishing Member** shall mean a person who having been elected a Fishing Member shall have paid the applicable entrance fee (if any) and the applicable annual subscription. A Fishing Member shall be entitled to all the Fishing and social privileges and advantages of the Club and shall be entitled to attend and vote at any meetings of the Club.

2.3.c **Golf Member** shall mean a person who having been elected a Golf Member shall have paid the applicable entrance fee (if any) and the applicable annual subscription. A Golf Member shall be entitled to all the Golfing and social privileges and advantages of the Club and shall be entitled to attend and vote at any meetings of the Club.

2.3.d **Junior Member** (both male and female) shall mean a person under the age of eighteen (18) years who have been elected a Junior Member shall pay the applicable entrance fee (if any) and the applicable annual subscription. Subject to the provisions of the Registered Clubs Act, a Junior member shall be entitled to such of the bowling, fishing and golf playing privileges and the use of such of the facilities of the Club as the Board shall determine but shall not be allowed to attend or vote at any meetings of the Club.

2.3.e i. **Social Member** shall mean a person who having been elected a Social Member shall have paid

the applicable entrance fee (if any) and the applicable annual subscription. A Social Member shall

be entitled to all the social privileges and advantages of the Club.

ii. A Social Member who has been a Member of the Club for a continuous period of at least one (1)

year at the commencement of a financial year shall, as from the commencement of that financial

year, be entitled to vote for the election of the Board but Social members shall not otherwise be

entitled to vote at General meetings of the Club.

iii. Social Members are permitted to attend any meetings of the Club but are not permitted to move

or vote on any motion.

2.4 a. **Honorary Member** shall mean a person over the age of eighteen (18) years who has one of the

following qualifications:

i. A prominent citizen or local dignitary visiting the Club for some special occasion;

ii. A current Patron of the Club.

b. Honorary Members shall be entitled to the social privileges of the Club and to play bowls or such

other games, recreations or pastimes as determined by, or on the invitation of the Board from

time to time.

c. Honorary Members shall not be entitled to vote at any meeting of the Club, be elected as Officers

of the Club or be obliges to pay any entrance fee and/or subscription.

2.5 a. **Life Member** – any person who has rendered significant and/or meritorious service to the Club may be nominated by two (2) Members of the Club (not being Junior Members) and on receiving a majority of three quarters (3/4) of the Members present and entitled to vote at a General

Meeting (due Notice of which has been given to members in the notice convening such meeting),

be elected a Life Member of the Club.

b. Each nomination for Life Membership shall be considered on its own merit with regard to ‘rendering significant and/or ‘meritorious service to the Club.

c. A Life Member shall be entitled to all rights, privileges and advantages to which an Ordinary Member is entitled under the Constitution.

d. A Life Member shall not be obliged to pay any Annual subscriptions to the Club.

e. Election of a Life Member shall take place by secret ballot.

2.6 a. **Temporary Member** shall mean a person over the age of eighteen (18) years who has, at the

discretion of the Board or Duty Officer, been admitted to the Club with one of the following

qualifications –

1. A person whose ordinary place of residence is in NSW and is more than five (5) kilometres from the Registered Club;
2. Any Member of another Registered Club who is attending the Club for the purpose of taking part in an organised sport or competition;
3. A person who is a Member of another Registered Club with similar objects to those of the Club;
4. A person whose normal place of residence is interstate or overseas.

b. Temporary members shall be entitled to the social privileges of the Club and to play bowls and

such other games, recreations and pastimes as determined by, or on the invitation of, the Board from time to time.

c. The Board or Duty Officer shall have the power to cancel the Temporary Membership of any person at any time without assigning any reason.

d. Temporary members shall not be entitled to vote at any meetings of the Club or be elected as Officers of the Club.

e. Temporary members shall not be obliged to pay any entrance fee and/or subscriptions.

f. Temporary members are required to complete and sign the Temporary Members Register each day they attend the Club.

2.7 a. **Provisional Member** shall mean a person who has applied for Membership and shall have paid

the relevant entrance fee, annual subscription and any other fees and charges, and is currently

awaiting a decision of his/her Membership application.

b. A Provisional Member shall have the same privileges as other Members holding the same class of

Membership as applied for excluding the right to vote and the right to hold office.

c. A person will cease to be a Provisional Member immediately upon the decision of the Board of

the application for Membership.

2.8 No person under the age of eighteen (18) years shall be admitted as a Member of the Club other than as a Junior Member.

2.9 Patrons may be appointed from time to time by the Members in General Meeting and they shall thereupon be deemed to be Honorary Members of the Club.

# Admission of Members

* 1. Application for membership of the Club shall be made in writing and shall be in such form as the Board prescribes and shall contain the following particulars:

the full name of the applicant;

the residential address of the applicant;

the date of birth of the applicant;

the occupation of the applicant;

a statement to the effect that the applicant agrees to be bound by the Constitution and

By-Laws of the Club;

the signature of the applicant, or the signature of the parent or guardian in the case of an

application for Junior membership;

such other particulars as may be prescribed by the Board from time to time.

* 1. The application for membership shall be presented by the applicant to an authorised officer of the Club accompanied by the amount of the joining fee (if any) and the appropriate subscription together with

evidence of a current driver’s licence or a current passport held by that applicant, or such other form of identification as determined by the Board.

* 1. Particulars of the application for membership shall be posted on the Notice Board and shall remain posted for at least seven (7) days prior to the date of the meeting of the Board at which the application is to be considered.
  2. An interval of fourteen (14) days shall elapse between the date of application and the date of election of all candidates.
  3. The election of Ordinary members shall be by the Board at a meeting or meetings duly convened. The Secretary of the Club shall keep a record of the names of the Members of the Board present and voting at such meeting and the names of the Members elected.
  4. The Board may refuse any application for Membership without assigning any reason for such refusal. The Secretary shall return to such candidate the amount of any joining fee and subscription lodged with the application.

* 1. Upon such election the nominee shall become a Member of the Club and will be bound by the Constitution and the By-Laws of the Club. The Secretary shall forthwith advise such nominee of his/her election.
  2. Every person elected to Membership shall be required to pay within one month of the date of notice of election any unpaid fees and/or subscription specified in the account rendered to him/her with the notice of election. Failing such payment, the election shall be null and void.

# 4. Cessation of Membership

4.1 A member may at any time by giving notice in writing to the Secretary resign his Membership of the Club but shall continue to be liable for any entrance fee or annual subscription and all arrears due and unpaid at the date of his resignation.

4.2 (a) If a Member wilfully infringes any of the Constitution or the By-laws or be, in the opinion of the Board, guilty of any conduct prejudicial to the interests of the Club or be guilty of any conduct which, in the opinion of the Board, shall render him or her unfit for Membership the Board shall have the power by resolution to reprimand, suspend from the exercise of all or any of the privileges of Membership for such period as it considers fit, accept the resignation of, or expel such Member and delete his or her name from the register of the Members – provided that:

[i] At least seven (7) days before the meeting at which any resolution is passed, the Member concerned shall have been notified in writing, by certified mail sent to his registered address, of the intention of the Board to consider the matter and requested to be present at the meeting and that he/she shall at such meeting and before any such resolution is moved have had an opportunity of giving in writing or orally any explanation of defence he may think fit. If the Member fails to attend at the time and place specified without reasonable excuse the matter shall be heard and dealt with and the Board will decide on the evidence before it in his/her absence.

Any decision of the Board on such hearing or any adjournment thereof shall be final.

[ii] The meeting shall be held within one (1) month of the date of the alleged offence, infringement or misconduct is raised at a meeting of the Board.

[iii] Any resolution under this Clause is by secret ballot and is passed by a majority of the Members of the Board present at such meeting.

(b) Any member notified in accordance with Clause (a) above may immediately be suspended on the vote of a simple majority of the Board from the exercise of all or any of the privileges of Membership until such time as the aforementioned meeting is held.

(c) Any resolution of the Board pursuant to paragraph (a) of this Clause need not state the grounds, facts or opinion upon which it is based.

(d) No Member dealt with in accordance with this Clause shall have any right of action whether at law or in equity or any other remedy whatsoever against the Club or the Board or any other Member thereof by reason of such reprimand, suspension or expulsion or by reason of any act or things arising there from or relating thereto.

4.3 Every person ceasing to be a Member of the Club whether by retirement, expulsion, death, neglecting to pay subscription, or otherwise shall forfeit all rights as a Member of the Club but shall remain liable for any monies due or payable under the Constitution of the Club.

# Address of Members

* 1. Every person shall on becoming a Member furnish to the Secretary particulars of his/her address and occupation if those particulars have not been stated on the Application for Membership and shall notify the Secretary in writing of any subsequent change of address.
  2. The address given shall be deemed to be the Member’s registered address for the purpose of the issue of notices.

# 6. Subscriptions and Entrance Fees

6.1 The annual subscription payable by each class of Members shall be such amount, not being less than two dollars ($2.00), as shall be determined by the Board from time to time.

6.2 (a) The annual subscription shall fall due on the 1st day of June in each year and shall be paid annually in

advance.

(b) If such subscription shall be unpaid on the due date the defaulting Member may be suspended from

all privileges of Membership and his/her name may be removed from all Club competitions in which

he/she may be participating.

(c) Any Member whose subscription is in arrears shall be restricted from entering the Club premises

except as a guest of a Member or as a Temporary Member.

6.3 The Board may at any time determine that an entrance fee shall be paid by each person nominated for and admitted to Membership as an Ordinary Member.

The amount of the entrance fee shall from time to time be determined by the Board varying, if thought fit, for each classification of Membership.

* 1. All newly admitted Ordinary Members shall be liable for the then current year’s subscription.

# Guests of Members

7.1 A person whose ordinary place of residence is in New South Wales and is within **five kilometres (5kms)** of the Club is not eligible for admission to the Club as a Temporary Member unless the person is -

1. a member of another Registered Club with similar objects to those of Lake Cathie Bowling & Recreation Club;
2. a member of another Registered Club who is attending the Club for the purpose of participating in an organised sport or competition being conducted by the Lake Cathie Bowling and Recreation Club.
   1. (a) Upon the invitation and in the company of a Full Member a Guest may, on his/her name being duly

entered in the Register of Guests, along with the name of the introducing Member, have use of the

Club’s facilities;

1. No Full Member shall introduce a Guest more frequently than **twice (2)**  before that Guests must become a Full Member of the Club;
2. The Member shall be responsible for the conduct of any Guest he/she may introduce into the Club;
3. Guests shall be required to remain in the reasonable company of the introducing Member and shall not remain on the Club premises any longer than the Member.

# Refusal of Entry and Patron Bans/Barring

8.1 Lake Cathie Bowling and Recreation Club Limited is a Member of the Hastings Liquor Accord and is a partner in the Accord’s Multi-Venue Barring Strategy and subject to Clause 23.1(g) of the Club’s Constitution will refuse entry or will turn out of the premises of the Club any person who has been refused entry and/or banned or barred from multi-venues within the Hastings Liquor Accord Area.

8.2 The Club may collect, use and disclose personal information (including a photograph, if available) to

other licensees who are parties to the Hastings Liquor Accord.

8.3 No refund of a member’s Membership fee on a pro-rata basis will be refunded for the barring period.

# Trading Hours

9.1 The Board shall set the trading hours of the Club and cause them to be displayed on the Club’s Notice Board.

9.2 The Board shall ensure that all Members of the Bar Staff have completed the mandatory training in the Responsible Service of Alcohol .

9.3 The Board shall ensure that all Directors are conversant with the *Responsible Service of Alcohol* requirements and the Legislation covering Licensed Clubs and the service of liquor to the public.

9.4 The Directors shall make every effort to support Staff in the carrying out of their responsibilities under the provision of the Liquor Act.

9.5 The Board shall cause to be produced a *House Policy* [ See Attachment A] regarding the consumption of alcohol and ensure that this is displayed throughout the Club for the benefit of Members and their Guests.

9.6 Members and Guests will vacate the Club as soon as practicable after the cessation of trading.

# Dress Standards

10.1 Members and their Guests are required to be dressed in a clean, neat and tidy manner when on the Club premises.

10.2 Swimwear is not permitted to be worn when on Club premises.

10.3 Bare feet are not permitted. Footwear must be worn at all times.

10.4 Men are not permitted to wear any hats or caps while inside the Club.

10.5 A notice shall be prominently displayed directing Members and their Guests to the required standards that will be determined by the Board from time to time.

# Gaming Machines

11.1 No gaming machine payout will be made to any person who is not a Member of the Club or who has not signed the required Temporary Member’s Register or who has not been signed in as the Guest of a Member.

11.2 Members and Guests are not permitted to play more than one gaming machine at times when the demand for machines is heavy.

11.3 The Board shall ensure that all necessary Staff have completed the mandatory *Responsible Conduct of*  *Gaming* training.

11.4 The Board shall ensure that all Directors are conversant with the *Responsible Conduct of Gaming* requirements and the Legislation covering gaming activities in Licensed Clubs.

# Cashing of Cheques

12.1 Members shall only be permitted to cash one personal cheque, not exceeding Four hundred dollars ($400.00) on any one day.

12.2 The cheque must be written out to Lake Cathie Bowling & Recreation Club Ltd and the Member’s membership number shall be written on the reverse of the cheque.

12.3 All cheques shall be authorised by an authorised officer of the Club.

12.4 Third party cheques are not permitted and will not be cashed.

12.5 The charge for cashing cheques shall be the current amount charged by the Club’s Banking institution.

12.6 Should any cheque so cashed be dishonoured by the Bank any dishonour fee so charged to the Club shall be reimbursed to the Club by that Member.

# Benefits and Advantages

No benefit or advantage shall be offered to any person or member that is not offered equally to any other member of the Club.

# Greens and Green Fees

14.1 Bowling members shall be entitled to use the Greens for practice at the times set by the Board after consultation with the Men’s and Women’s Bowling Clubs and the Greenkeeper;

Times and the availability of green space will be displayed on the Greens’ Boards and on the Bowling Clubs’ Notice Boards.

14.2 A green fee will be charged for all players using Greens for organised play at a rate determined by the Board from time to time;

The green charged for organised play shall be collected and paid to the Club by the Bowls’ Organiser of the event on the day of play.

14.3 Non-members and visitors may use the Greens for practice on the payment of a fee – as determined by the Board from time to time;

Non-members and visitors will pay such fee to the Bar prior to commencement of play, at which time they shall hand to the bar their Driver’s Licence, or such other security as shall be determined by the Board from time to time, and be given a mat and a jack. Such Driver’s Licence or other approved Identification will be returned to the non-member/visitor when the mat and the jack are returned to the Bar.

14.4 The Board would like a fair and reasonable Bowls Programme that will enable maximum use of the Greens for all participating bowlers together with the need for the greens to be maintained in a first class condition at all times.

14.5 The Board has approved the following daily use of the Greens:

Monday Men’s Bowling Club

Tuesday Women’s Bowling Club

Wednesday Morning: Greens closed for maintenance,

Greens open for play and roll-ups from midday

Thursday Men’s Bowling Club

Friday – am Men’s Club Events

Women’s Pennants & Championships

Friday - pm Registered Club

Saturday – am Women’s Bowling Club

Saturday - pm Men’s Bowling Club

Sunday - free-

The above programme is designed to reflect the intentions of Clause 14.4 above.

14.6 With the exception of Tuesday and Thursday, the Board expects that both the Men’s and Women’s Bowling Clubs’ officials to be flexible in their approach to the use of Greens on other days and to allow the use of unused Green space for other Bowls activities. In all cases the Board expects the respective Clubs to liaise with one another to avoid confusion in the interpretation of this By-law.

14.7 Roll-up times are to be left to the discretion of the Greenkeepers to set;

All play and roll-ups are subject to Green availability and as directed by the Greenkeepers;

Roll-up times and Greens’ availability will be posted on the Greens’ Boards each day and should be

checked before play/roll-up commences.

**Roll-ups will last no longer than 1 hour.**

14.8 Bowls Organisers must advise the Club and the Greenkeeper at least 14 days in advance of any Special Event and at least 28 days in advance of details and requirements for all Major Tournaments.

14.9 In the event of inclement weather causing the cancellation of play once play has commenced, **4** ends

played will constitute a game and no refund of green fees shall be paid.

14.10 The Board reserves the right to control all bowls activities at the Club and will at all times take into consideration the requirements of the Bowling Members.

1. **Bowlers’ Use of Lockers**

**Members using lockers in the Men’s and Women’s Locker rooms do so at their own risk and personal**

**effects are not covered by the Club’s insurance policy.**

Personal effects should be protected by member’s own Home & Contents Policy.

Should the Club be negligent in any way, which causes damages to a member’s personal property, it will

then be covered under the Club’s Public Liability Policy, subject to the $1,000 excess.

# Members’ Reward Points and Promotions

1. **Members’ Reward** points shall not be used to pay annual membership subscriptions;

Member Reward points shall only be redeemed for Bar purchases.

1. **Members’ Promotions** points accumulated under Club promotions, shall be redeemed with

Club Vouchers for use in the Club’s Bar.

1. **Any Gaming Machine** promotion shall be redeemed with Gift Cards or Member Reward Points.

# Meetings of Sub-Clubs

17.1 Delegates of the Sub-Clubs of the Club will meet at least quarterly to discuss issues and ideas.

17.2 Following that quarterly meeting delegates will meet with the Board of Directors to raise any issues of concern and bring forward any ideas or suggestions from that quarterly meeting for the Board’s information and consideration.

# Departing from the Club Premises

18.1 Members and their guests are specially requested to leave the building and surrounding areas as quietly

as possible to comply with the relevant laws and with respect for our neighbours.

18.2 Members who refuse to comply with this request are liable to face suspension from membership.

# Bullying & Harassment – Zero Tolerance

19.1 **Our staff and members have the right to be treated with dignity and respect at all times. Use of verbal threats or any acts of violence will not be tolerated.**

**Such acts will result in suspension.**

* 1. **Bullying** is repeated, unreasonable and unwelcomed behaviour directed towards an employee or member.

Bullying is a health and safety issue and the Club’s obligation is to prevent bullying relates to the Club’s duty as an employer to provide a safe workplace and environment for its employees and members.

The Club can be investigated and prosecuted by the State’s Workplace Health and Safety Authority.

* 1. **Harassment** is unwanted behaviour that offends, humiliates or intimidates a person and targets them on the basis of a characteristic such as gender, race or ethnicity.

Harassment relates to the prohibition in anti-discrimination laws against sexual harassment and sex- based discrimination. These laws differ from health and safety laws in that a victim of harassment can make a complaint to an external agency – in effect launching a legal proceeding against the Club.

# Rules and By-Laws

20.1 Any By-Law passed by the Board of Directors shall come into force and be fully operative upon

the posting of an appropriate notice containing such By-law on the Club’s Notice Board.

# Attachment A

**Lake Cathie Bowling & Recreation Club Ltd**

**house policy**

**Lake Cathie Bowling & Recreation Club Ltd., will provide a safe and friendly atmosphere for community members to meet and socialise in a responsible environment.**

**Responsible Service of Alcohol:**

* All front of house staff will be trained in RSA
* A register and copy of *Statements of Attainment* by Staff are kept by management
* Management constantly reinforces RSA principles and practices in every day trade
* Management supports staff who practice and enforce RSA learning

**Minors:**

* Minors will not be served alcohol
* Individuals procuring drinks for minors will be removed from the premises
* All patrons are required to provide acceptable evidence of age where there is any doubt they are under 25 years of age
* All staff are trained in what constitutes acceptable evidence of age under the *Liquor Act 1992*
* Management supports staff who practice and enforce ID checking

**Unduly Intoxicated & Disorderly Patrons:**

* All staff are trained in identifying signs of undue intoxication
* Unduly intoxicated patrons will not be served
* Management supports staff who do not serve unduly intoxicated patrons
* Unduly intoxicated patrons will be asked to leave the premises
* A taxi can be called for unduly intoxicated patrons to take them home safely
* All staff actively monitor levels of undue intoxication of all patrons
* Management does not support drinking practices which foster a culture of binge drinking or encourage irresponsible consumption practices
* Management seeks to meet its duty of care obligations to all patrons
* Jugs of spirits or shots of spirits/liquors will not be permitted by Lake Cathie Bowling & Recreation Club staff

**Staff Training:**

* Management encourages staff to be trained efficiently and effectively for their job
* All staff have signed off and agree to work according to this published *House Policy*
* A register is kept to ensure all staff have read and understood the *House Policy*
* Regular staff meetings are held to ensure staff are kept informed of changes in the industry
* Records are kept of all meetings attended by staff
* Lake Cathie Bowling & Recreation Club will at all times provide adequate staff to service the needs of patrons

**Promotions:**

* Free liquor and multiple quantities of liquor are not promoted on the premises
* Management does not heavily discount or offer free alcohol to encourage drinking for drinking’s sake
* Management does not promote activities that encourage harassment of patrons or staff
* Management will promote the amenities of the venue
* We strive to provide patrons with a relaxing, entertaining and enjoyable evening that encourages their patronage
* Management and staff are here to ensure patrons have a good time, one which they remember, and are pleased to return to have again

**Responsible Hospitality Practices:**

* We provide water free for patrons
* We sell light or mid-strength options at cheaper prices than full strength
* We will actively promote awareness of drink spiking issues
* We encourage patrons to monitor and control their consumption of liquor
* We will deter patrons from rapidly and excessively consuming liquor
* We will supply liquor in standardized quantities that can be recognized by patrons
* We will serve half measures of spirits if requested

**Noise and Amenity:**

* We respect our neighbours and ask you to respect them too
* We monitor entertainment and patron noise to comply with all prescribed noise levels
* We scrutinize behaviour in and around the vicinity of the premises
* We maintain an incident register recording all incidents on or around the premises
* We have provided appropriate lighting around the venue for patrons’ comfort and safety
* We have a fire safety plan which is maintained and reviewed on a regular basis

**Security:**

* All crowd controllers will wear ID as required by the Security Providers Act 1993
* Management only employs crowd controllers licensed under *Security Provider Act 1993*
* A register and copy of current licences of crowd controllers are kept by management
* All crowd controllers are trained in the Responsible Service of Alcohol (RSA)
* A register and copy of the *Statements of Attainment* for RSA are kept by management
* Crowd controllers will ask unduly intoxicated patrons to leave the premises if required
* Crowd controllers will organise taxis for unduly intoxicated patrons to go home safely
* All crowd controllers act respectfully towards patrons at all times
* Crowd controllers do not use excessive force in removing patrons
* CCTV is operational at entries and exits on the premises and throughout the club
* Crowd controllers will regularly monitor inside and outside the premises including the carpark

**Consultation with the Community and Key Stakeholder Groups:**

* Management regularly attends local licensee forums and meetings
* Management actively participates in community events and forums
* We pride ourselves on being a responsible community citizen in the local business community

**Compliance with Laws:**

* We comply with all mandatory laws including -
* - Liquor Act 1992
* - Gaming Machine Act 1991
* - Anti-Discrimination Act 1991
* - Tobacco and other smoking products Act 1998
* - Trade Measurements Act 1990
* - Security Providers Act 1993
* - Workplace Health & Safety Act 1995
* -Industrial Relations Act 1999
* - Workers Compensation and Rehabilitation Act 2003
* - Food Act 1981
* - Fire & Rescue Service Act 1990
* - Local by-laws outlined by Local Government

**Lake Cathie Bowling & Recreation Club strives to comply with all laws that enable us to engage in good business practices and provide a venue that is safe and enjoyable for all patrons.**

# Attachment B

**Lake Cathie Bowling & Recreation Club Limited**

**privacy policy**

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This Privacy Policy sets out the Lake Cathie Bowling and Recreation Club Limited commitment to safeguard your personal information.

*We*, *us* and *our* means Lake Cathie Bowling and Recreation Club Limited.

**Compliance with privacy legislation**

This Privacy Statement describes the purposes for which we may collect, store, use and disclose your personal information. It generally applies whenever you give personal information to us when you use our products or services or when we do business with you. This Privacy Statement also outlines how to issue a complaint and how that complaint will be handled.

This Privacy Statement describes how we will comply with our obligations under the Privacy Act 1988, including the Australian Privacy Principles, effective 12 March 2014.

**Acceptance**

By using our website, our goods and/or services or by otherwise providing your personal information to us, you confirm acceptance of the terms of this Privacy Policy and consent to the handling of your personal information asset out in this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not use our products, services, website or otherwise provide us with your personal information.

**Collection of personal information**

Personal information is generally defined as information or an opinion that can identify a person. This information could include information such as your name, postal or email address, date of birth, image, occupation and mobile number.

In accordance with the Registered Clubs Act 1976, we collect your personal information from you directly when you enter into membership arrangements with us, enter as a member's guest or enter as a temporary member. As a member we also collect information when you use our products and services. Also, if you access our website, the information we collect includes your IP address, type of operating system, type of browser you operate and the area generally where you are located when accessing the website.

We also have obligations to collect personal information under anti-money laundering and counter terrorism financing legislation.

**Use of personal information**

The general purposes for which we may collect and hold your personal information (and share that information with related companies) are:

* to identify you;
* to provide you with the product or service that you have requested and any benefits you may subsequently become entitled to in relation to that product or service;
* to manage and administer a product or service to you on an ongoing basis;
* to protect your use of the product or service, and our ability to provide that product or service;
* if you are an agent who is entering into an arrangement to provide products and services on our behalf, to obtain a credit report from a credit reporting agency to assess an application for commercial credit; and
* to comply with any obligations that we may have under laws that apply to our business, such as preparing player activity statements and monitoring the responsible provision of gambling services in our clubs, including the exclusion of patrons from our clubs.

We may also use the information we collect about you, including your use of our products and services, to keep you informed about our products and services where they are relevant to your continued use of those products and services or your preferences.

Information about the way and frequency with which you use our products and services may also be used by us for the purposes of quality control and to develop and improve the products and services that we are able to offer to you.

**Disclosure of personal information**

We may disclose your personal information where we are required or authorised to do so by or under law or where the disclosure is reasonably necessary to enforce the law. This may occur under the laws that apply to our business, for example, where a regulatory authority requests information from us. This includes obligations that we have under anti-money laundering and counter terrorism financing legislation and in connection with our obligations relating to the responsible provision of gambling services.

In addition, there are circumstances in which we may disclose your personal information to another organisation for particular purposes that are important to help us to operate our business. These circumstances are described in detail below.

It is not our intention to disclose any personal information outside of Australia.

**Sharing information with other organisations**

We will not sell your personal information to other organisations outside the Lake Cathie Bowling and Recreation Club Limited.

We will only give another organisation access to your personal information when the other organisation is providing services to us that help us to operate our business or to provide a service to you.

We require these organisations to agree to our Privacy Statement, meet strict conditions on the use of personal information, and to comply with the Australian Privacy Principles in the use, storage and disclosure of your personal information.

Such organisations are those that assist us:

* to provide, manage or administer the products and services that we offer. This includes service providers (such as mail house providers, printers and advertising agencies), postal services, call centres, customer research agencies and our advisers;
* to maintain, review, and develop our business systems, procedures and infrastructure, including testing or upgrading our computer software;
* with reviews of our business operations and structure;
* with developing and planning new products and services.

We may also share your personal information with an organisation where we have obtained your consent.

**Marketing**

We may also collect and use your personal information so that we can promote and market our products and services, promotions and upcoming events to you (including by way of direct mail, email, telemarketing, SMS and MMS messages). Including without limitation entertainment, food and beverage, prize draws, gaming, wagering and the club’s loyalty program.

We will only send you this information if such information is related to the purpose for which we originally collected your personal information.

Receiving marketing information from the Lake Cathie Bowling and Recreation Club is completely your choice. You may request not to receive marketing information, please contact us at any time to let us know that you no longer want to receive this information.

**Surveillance of venues**

We take care to ensure that any personal information you give us on the internet through our websites is protected and secure. We use cookies to protect and ensure the security of information that you give to us on our web sites. You should keep any passwords or access codes that you have confidential. They are used to control your access to our products and services and are important in helping us to maintain the security of your personal information and the integrity of our internet services.

We provide links to other websites. These linked websites are not under our control. We are not responsible for the conduct of organisations linked to our website. We suggest that you review the privacy policies of any linked sites that you may access from our website before disclosing your personal information on them.

**Security of personal information**

We will take reasonable steps to protect your personal information and ensure it is accurate and up-to-date. Your personal information is held on secure servers or in storage located in controlled environments. Our employees and service providers are required to maintain the confidentiality of any personal information held by us.

**Access to and changing your personal information**

You are welcome to ask for access to personal information that we hold about you. To do so, please attend the club and complete a request for information form, including your full name, address, membership number and signature. If you are unable to attend to make a request, you can obtain a copy of the request for information form from the club and send the completed form (along with a certified copy of your photo identification) to us using the details below. If you believe the personal information we hold on you is incorrect, please advise us in writing by sending your letter or email to the Secretary Manager using the details below and informing us of the correct information we will take reasonable steps to correct our records appropriately and within a reasonable time frame, except where the Privacy Act prohibits it or if there is an exception under law here we may refuse your correction request.

**Complaints and dealing with Complaints**

If you have a complaint about the way your personal information is used, please contact the Lake Cathie Bowling and Recreation Club Limited, in writing, on the details provided below, providing as much information as possible. The Secretary Manager or another representative of the Lake Cathie Bowling and Recreation Club Limited will investigate the complaint and will provide you with a written response within a reasonable time following completion of the investigation.

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By-Laws approved by Circulated to Sub Clubs and displayed on

Board of Directors Club’s Notice Board 21.12.18

21 December 2018