

MEMORANDUM OF UNDERSTANDING

Between

Cooroy Golf Club Inc. (ABN 74 635 574 801) of 28 Myall Street, Cooroy Q4563

and

Cooroy Veterans' Golf Club (ABN 63 454 683 229) of 28 Myall Street, Cooroy Q4563

Background

1. A Background providing context for this Memorandum is included as **Attachment A** and forms part of this Memorandum.

Purpose of Agreement

2. The purpose of this Memorandum is to establish a clear understanding and binding agreement on how the arrangement between *Cooroy Golf Club Inc.* and *Cooroy Veterans' Golf Club* practically functions and the rights, obligations and responsibilities of each party.

Interpretation

In this Memorandum unless the context requires otherwise:

3. The obligations of the Parties must be interpreted and performed in accordance with the Memorandum as a whole.
4. Headings and sub headings are for convenient reference only and have no effect in limiting or extending the language or construction of the clause/s to which they refer.
5. Words in the singular include the plural and vice versa.
6. Where used in the Memorandum the words 'including' or 'includes' will be read as 'including, without limitation' or 'includes, without limitation' (as the case may be).
7. Wherever used 'shall' or 'must' or 'will' or 'undertakes' denote an equivalent positive obligation.
8. A reference to writing or written refers to any representation of words, figures or symbols capable of being rendered in visible form.
9. A reference to a recital, clause, schedule, attachment or annexure is to a recital, clause, schedule, attachment or annexure of or to this Memorandum.

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Entire Agreement

10. This Memorandum constitutes the sole and entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings relating to its subject matter, whether in writing or oral.

Duration of Agreement

11. The Memorandum operates and comes into effect immediately on signing and dating by all Parties to the agreement and continues in force until terminated by mutual agreement between the Parties.

Communication

12. The Parties agree to work together co-operatively and maintain an open and collaborative communication environment to ensure the purpose of the Memorandum is practically achieved.
13. The primary vehicle for facilitating open two way communication will be the monthly *Cooroy Golf Club Inc.* Management Committee meeting attended by the *Cooroy Veterans' Golf Club* delegate who will report on golf operations and finances of *Cooroy Veterans' Golf club*.

Management and Governance

14. This Memorandum recognises and acknowledges the right of each Party to independently manage and exercise governance and power in accordance with their respective *Constitutions and By-Laws* in furtherance of achieving their stated *Objects*.
15. This Memorandum acknowledges that ownership of the financial and physical assets of *Cooroy Veterans' Golf Club* vest in *Cooroy Veterans' Golf Club* and recognises the right of *Cooroy Veterans' Golf Club* to independently manage and control these *assets* in accordance with its *Constitution*.
16. The parties agree *Cooroy Veterans' Golf Club* will operate and control its own bank account.

Funding Initiatives by Cooroy Veterans' Golf Club

17. From time to time *Cooroy Veterans' Golf Club* may, in accordance with its *Constitution*, fund initiatives aimed at improving the golf course or facilities or providing equipment (*from here on called a Funding Proposal*) for the benefit of all *Cooroy Golf Club Inc.* members.
18. A *Funding Proposal* may be initiated by either party by submitting a written proposal to the Secretary of the other Party.

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19. The written *Funding Proposal* must as, a minimum, contain the following information to facilitate appropriate approval consideration and prioritization:
 - Description of initiative.
 - Scope of initiative.
 - Expertise requirements.
 - Cost estimates.
 - Justification for spend including expected benefits.
 - Timeframes.
 - Risks.
20. Before it can proceed a *Funding Proposal* must first be formally approved by the management committee of each Party.
21. Following approval each Party will appoint a member of their management committee to assume joint accountability for reporting progress and overseeing the initiative through to a successful outcome.
22. The appointed *Cooroy Veterans' Golf Club* person has delegated authority to approve invoices or related cost outlays for payment by *Cooroy Veterans' Golf Club* provided they are within the approved budget for the initiative.
23. Any significant change in the approved budget (+ 5%) or scope of work for an initiative prior to completion must be referred to *Cooroy Veterans' Golf Club* management committee for approval in liaison with *Cooroy Golf Club Inc.* management committee .

Obligations and Agreements

Cooroy Golf Club Inc.

24. *Cooroy Golf Club Inc.* will make Cooroy Golf Course and facilities available to *Cooroy Veterans' Golf Club* on dates and times as set out in the *Cooroy Veterans' Golf Club* Annual Competition and Events Program or as agreed between the parties from time to time.
25. By 30th April each year *Cooroy Golf Club Inc.* will provide *Cooroy Veterans' Golf Club* with a **List of Prices** applicable for the following financial year for goods and services, including green fees, available from or through *Cooroy Golf Club Inc.* These prices may be varied from time to time during the year by written notification.
26. Prizes for *Cooroy Veterans' Golf Club* competitions may be in the form of a credit to the members *Cooroy Golf Club Inc.* account. *Cooroy Golf Club Inc.* will ensure a credit for the specified amount is posted to the members club account within 24 hours of receiving a written instruction from *Cooroy Veterans' Golf Club*.

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Cooroy Veterans' Golf Club

27. By 15th November each year *Cooroy Veterans' Golf Club* will provide *Cooroy Golf Club* with an Annual Competition and Events Program for the following calendar year.
28. *Cooroy Veterans' Golf Club* will pay an agreed subsidy in the form of Green Fees to *Cooroy Golf Club Inc.* for the use of Cooroy Golf Course and facilities.
29. *Cooroy Veterans' Golf Club* recognises *Cooroy Golf Club Inc.* as its preferred supplier of goods and services set out in the **List of Prices** referred to in clause 25 and undertakes to purchase 85% (by dollar value) of its annual spend on such goods and services from *Cooroy Golf Club Inc.*
30. *Cooroy Veterans' Golf Club* will, in good faith, give *Cooroy Golf Club Inc.*, as preferred supplier, first opportunity to meet *Cooroy Veterans' Golf Club* requirements for goods and services other than those referenced in clause 25.
31. *Cooroy Veterans' Golf club* will effect payment to *Cooroy Golf Club Inc.* on the day goods are purchased or services rendered.
32. By 30th April each year *Cooroy Veterans' Golf Club* will provide an estimate of the value of goods and services it expects to purchase from *Cooroy Golf Club Inc.* for the following financial year as input to the *Cooroy Golf Club Inc.* budget process.
33. *Cooroy Veterans' Golf Club* undertakes to consult with *Cooroy Golf Club Inc.* Management Committee prior to making any commitment to donate funds to a nominated charity considered worthwhile as allowed by its' *Constitution*.
34. The form of competition prizes provided to *Cooroy Veterans' Golf Club* by its member prize donors and external sponsors will be at the sole discretion of the donor or sponsor.
35. Sponsorships secured by *Cooroy Veterans' Golf Club* will be for the sole benefit of the members of *Cooroy Veterans' Golf Club*.

Dispute Resolution Protocol

36. Each party will appoint a nominee as the first point of contact for complaints, conflicts, concerns, disagreements or disputes (*from here on called a dispute*).
37. In event of a dispute arising under this Memorandum the aggrieved party will immediately notify the other party in writing, detailing the matters in dispute and proposing a means of resolution.

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38. The other party will then provide a written response within 14 days accepting the proposed resolution or proposing an alternative resolution.
39. In any dispute the parties will first seek resolution through friendly negotiation in good faith.
40. The objective must be to amicably resolve the dispute within a timeframe of 30 days from date of written notification.
41. In the event that all possible avenues for resolution, including *President to President* negotiation, are exhausted and it is not possible to reach a negotiated settlement *options* will be prepared and presented in the form of *Motions with Alternatives* for resolution by a General Meeting of *Cooroy Golf Club Inc.*

Review

42. The parties agree to undertake a structured joint review of the operation of this Memorandum annually sufficiently in advance of the Annual General Meeting of *Cooroy Golf Club Inc.* to allow reporting of the outcome of the review to members at the Annual General Meeting.
43. The outcome of the review will be formally documented and a copy provided to each party for action as agreed at the review.

Insurance

44. *Cooroy Golf Club Inc.* will be responsible for insurance cover when competitions are run at Cooroy Golf Course under the auspices of *Cooroy Veterans' Golf Club.*

Amendments to Memorandum

45. Amendments must first be formally agreed by the respective managements committees of each Party.

GST

46. *Cooroy Veterans' Golf Club* will be treated as a separate independent sub entity of *Cooroy Golf Club Inc.* under Division 63 of *A New Tax System (Goods and Services Tax) Act 1999* for the purpose of GST and has elected not to be registered for GST.
47. Notwithstanding the provisions of this Memorandum the parties will ensure financial transactions provide sufficient detail to allow correct assessment and application of GST and will co-operate to ensure compliance with all statutory requirements related to GST.

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Execution of Memorandum

48. In signing this Memorandum the parties agree to be bound by the terms and conditions.

Signed for and on behalf of Cooroy Golf Club Inc.

President

David Jones

Secretary

Rob Powell

Date:

Date:

Signed for and on behalf of Cooroy Veterans' Golf Club

President

Graham Laing

Secretary

Rod Booth

Date:

Date:

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Attachment A to Memorandum of Understanding

Background

The purpose of *Attachment A* is to provide background and context for executing this Memorandum.

- A1. *Cooroy Golf Club Inc.* operates a golf course and associated club house facilities.
- A2. Veteran Golf Clubs are not regarded as social clubs or actual golf clubs. They are formally recognised as a representative association of golfers having a common interest (*in this case age*) formed by a group of people to enjoy golf and other interests amongst its membership.

Cooroy Veterans' Golf Club exists for this specific purpose.
- A3. The formation and operation of *Cooroy Veterans' Golf Club* was sanctioned by the *Cooroy Golf Club Inc.*
- A4. A member of *Cooroy Veterans' Golf Club* must first be a member of *Cooroy Golf Club*.
- A5. *Cooroy Golf Club Inc.* makes the golf course and facilities available to *Cooroy Veterans' Golf Club* for competitions and events on agreed dates and times for which *Cooroy Veterans' Golf Club* pays an agreed subsidy in the form of green fees.
- A6. These competitions and events are managed by and run under the auspices of *Cooroy Veterans' Golf Club*.
- A7. These arrangements have existed for many years.
- A8. *Cooroy Golf Club Inc.* is the preferred, but not exclusive, supplier of goods and services to *Cooroy Veterans' Golf Club*.
- A9. In 2010 the terms of these arrangements were changed but these changes were not well formalised leading to ongoing uncertainty in the operations of both clubs.
- A10. The Parties wish to formalise how the arrangement between *Cooroy Golf Club Inc.* and *Cooroy Veterans' Golf Club* practically functions and the rights, obligations and responsibilities of each party.

Cooroy Veterans' Golf Club

- A11. Qualifying persons must apply for admission to *Cooroy Veterans' Golf Club* and then pay an annual membership fee each year which is separate and in addition to the Annual Subscription Fee paid to *Cooroy Golf Club Inc.*
- A12. The Object of *Cooroy Veterans' Golf Club* is “to foster the game of golf and promote social intercourse among Veteran Golfers.”

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- A13. *Cooroy Veterans' Golf Club* is a properly constituted Member Club of the *Sunshine Coast District Veteran Golfers Association Inc* which in turn is affiliated with the *Queensland Veteran Golfers' Union* and the *Australian Veteran Golfers' Union*.
- A14. As a properly constituted Member Club *Cooroy Veterans' Golf Club* is expected to comply with the following:
- Formed within a registered Golf Club (i.e. affiliated with Golf Australia).
 - All members are financial members of *Cooroy Veterans' Golf Club, District* and *State* veteran governing bodies.
 - *Cooroy Veterans' Golf Club* activities and finances are controlled by a committee duly elected by its' members at an Annual General Meeting.
 - Veteran golf events at Cooroy are run under the auspices of *Cooroy Veterans' Golf Club*.
 - *Cooroy Veterans' Golf Club* is represented at *District* level.
 - *Cooroy Veterans' Golf Club* has an approved set of operating rules (Constitution) that recognise the *Rules* of the relevant veteran golf governing bodies.
- A15. *Cooroy Veterans' Golf Club* is managed by a committee comprising President, Captain, Vice Captain, Secretary/Treasurer and four others properly elected at the Annual General Meeting as required by the *Constitution*.
- A16. *Cooroy Veterans' Golf Club* operates its own stand alone accounting system and manages its' finances through two funds – an *Operating Fund* and a *Sinking Fund*.
- A17. The *Operating Fund* is designed to fund the day to day operations and activities of *Cooroy Veterans' Golf Club*.
- A18. Funds surplus to *Cooroy Veterans' Golf Club* operational needs are held in the *Sinking Fund* and available for 'investment' in *Funding Initiatives* with *Cooroy Golf Club Inc.* and/or donation to a nominated charity considered worthwhile as provided in its Constitution.
- A19. *Cooroy Veterans' Golf Club* has donated significant funds and equipment to *Cooroy Golf Club* in the past and will continue to do so, funds permitting.
- A20. *Cooroy Veterans' Golf Club* is registered in its own right with the Australian Tax Office as a "non profit organisation" under **ABN 63 454 683 229** and **TFN 884 973 120**.
- A21. *Cooroy Veterans' Golf Club* meets the relevant criteria for a "non profit organisation" by virtue of the inclusion of appropriate clauses in its *Constitution*.
- A22. *Cooroy Veterans' Golf Club* is not registered for GST.

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History of Changes

Date	Change Summary	Reason
15/04/2014	Initial Memorandum executed.	-