REVESBY WORKERS' CLUB LTD

ACN 000 348 121

CLUB BY-LAWS

As at June 2025

1. DEFINITIONS

"the **Act**" means the Corporations Act. When any provision of the Act is referred to the reference is to that provision as modified by any law for the time being in force.

"the **Board**" means the members for the time being of the Board of Directors of the Club constituted in accordance with this Constitution.

"**By-laws**" means the By-Laws as set out in this document.

"**Constitution**" means the Constitution of the Club.

"the **Club**" means Revesby Workers' Club Ltd.

"the **Club Notice Board**" means a board designated as such within the Club premises on which notices for the information of members are posted.

"**Director**" means a member of the Board.

"**financial member**" means any member who has paid all money payable by him or her to the Club (including subscriptions) or in respect of whom there is no such money outstanding for more than 30 days from the due date for payment thereof.

2. GENERAL

(a) Every financial member of the Club shall be entitled to a copy of these By-Laws on request from the Club office, including appendices.

(b) These By-Laws may be amended from time to time as approved by the Board.

(c) These By-Laws should be read in conjunction with the Club's Constitution, however, are subordinate to the Constitution.

(d) These By-Laws and binding and will be enforced by the Board, Management and Staff of the Club.

(e) Operating hours of the Club are 9.00am to 6.00am. No member or guest shall be granted access to the Club outside of these hours unless attending Health Mates Fitness Centre or a function.

(f) Upon closing at 6.00am, no food or beverages will be sold, no poker machine service will be provided nor jackpots paid out.

(g) The Club car park is available to members and guests in accordance with the carpark rules and conditions.

3. MEMBERSHIP

Financial Members

(a) An application for membership shall be made either online or in person at the Club's Reception on a form provided for that purpose. The application shall comply with all requirements set out in the form.

(b) It is a requirement of membership to have a photo taken and uploaded onto a membership card.

(c) No person under the age of 18 years shall be nominated as an ordinary member of the Club except as a Junior Sporting Member.

(d) To be permitted entry to the Club, any person(s) living within a 15km radius of the Club must:

a. be signed in by a current financial member; or

b. join as a member.

(e) From the date of expiry of any membership, a financial member is provided a 3 month period to renew their membership in order for their membership to be continual. Failure to renew within the 3-month period will mean that the person ceases to be a member and the provisions of Rule 42 and 43 of the Club's Consitution shall not apply to any such cessation of membership.

(f) Members must advise the Club of any changes to their contact details (including postal and email address) as and when they occur.

Temporary Members

(g) In accordance with rule 28(a) of the Club's Constitution, any person(s) living outside of a 15km radius may enter the Club's premises as a temporary member/guest.

(h) An interstate or overseas visitor may also be permitted as a temporary member.

4. MEMBERSHIP CARD

General

(a) Every member on the payment of their subscription shall be supplied with a membership card, which must be shown on entering the Club premises, on driving into the Clubs parking area if required, or to the Chief Executive Officer or their delegate of the Club on request, when on Club premises.

(b) Failure to present a membership card on request may see a member refused entry to the Club's premises.

(c) Under no circumstances are membership cards transferable.

(d) Should any member lend his/her card and it becomes known, then both the member and the recipient will be subject to disciplinary proceedings under the Club's Constitution.

Replacing Lost Membership Card

(a) A membership card can be replaced up to three (3) times without charge, thereafter a charge of $2.00 will apply for every replacement card thereafter, or such other arrangement as decided from time to time by the Board.

(b) Should a card be issued it will not be valid unless endorsed with the member's signature.

(c) Should the card be located, the original card is to be returned to the office immediately, as the newest card will be the only active card.

(d) If a member loses his or her membership card, they shall notify the Club. In some instances the card may be at Reception and can be returned to the member, otherwise a replacement card will be required.

5. GUESTS

(a) No person under 18 years of age shall be permitted to remain on Club premises except in the non-restricted areas of the Club and only when accompanied by a responsible adult or attending a function for minors held under the Club's functions authorisation.

(b) Where a parent is not the responsible adult for a guest under the age of 18, the Board and Management of the Club reserve the right to deem whether the accompanying member is a responsible adult.

(c) Members introducing a guest shall be required to enter the guest's name in the guest register.

(d) The guest shall remain on the Club premises only as long as the introducing member shall remain.

(e) The member introducing a guest shall be responsible for the guest's conduct.

(f) No person who has been rejected as a candidate for membership, or who has been expelled or suspended from the Club, shall be admitted as a member's guest.

(g) The practice of persons asking for members to be paged with the view of signing them in will not be engaged in.

(h) Guests living within a 15-kilometre radius of the Club shall only be admitted if signed in by a member of this club or if that person is a member of another Workers, Social or Sports club.

(i) Where a guest has visited the Club on more than five occasions in three months, that guest shall be required to join as a member should they wish to continue to use the facilities provided by the Club.

6. DRESS REGULATIONS

Patrons must be presentably attired at all times. Whilst on the Club premises the following items of clothing are not permitted in the club:

(a) Revealing;

(b) Dirty, unkempt, soiled;

(c) Offensive or gang related.

As dress is subjective, Management reserves the right to refuse entry to any person who in its opinion is not suitably attired.

7. CONDUCT

General

(a) Members must conduct themselves in an orderly and responsible fashion as all times in accordance with the requirements of the Liquor Act and Registered Clubs Act. Members must not become intoxicated, indecent, violent, or quarrelsome.

(b) Members are responsible for the conduct of any guest he or she may have signed in and must remain in their company while on the Club's premises.

(c) A member may sign in up to a maximum of five (5) adult guests at any one time and may seek approval from a Duty Manager to exceed this number.

(d) No member shall be under the influence of any illicit drug or substance nor contain such substances on their person.

(e) Any member found selling or using/administering illegal drugs on the Club premises, including the Health Mates Fitness Centre shall be immediately suspended and removed from the Club's premises and the incident reported to the Police.

(f) No member or guest shall bet illegally on the premises.

(g) No member shall request to borrow nor solicit money within the Club.

(h) Members and guests are not permitted to bring an animal into the Club (other than a service dog or such other animals which are permitted by law).

(i) Members and guests shall not take photos on the gaming floor nor shall they take photos of other members without their consent.

(j) No member shall distribute, post or display any notice, publication, picture, document or petition within any of the Club's premises without the authority of the Chief Executive Officer.

Smoking

(k) For the comfort of all members, those members who wish to smoke can only smoke in designated smoking areas throughout the Club.

(l) Smokers must dispose of their cigarettes in a respectful manner by using the bins provided for that specific purpose.

Food

(m) Members and guests are not permitted to enter the Club with food and only food purchased on a Club's licensed premises is permitted in that licensed premises.

(n) Any member who enters the Club with their own food may be asked to leave the Club.

Minors

(o) Any member acting as a responsible adult must ensure persons under the age of 18 and in their care:

a. do not attempt to purchase or consume alcohol while on the Club's premises;

b. do not attempt nor enter any restricted area of the Club;

c. do not use a gaming machine, keno or TAB facilities;

d. are not left unattended in a motor vehicle on the Club's premises; and

e. are not left unattended within the Club for any reason.

Disciplinary proceedings

(p) Any member who causes damage to Club property will remain not welcome until the cost of the damages are reimbursed to the Club.

(q) No member shall say, do or engage in any conduct on a social media platform that will or is likely to bring disrepute to the Club, Directors, Management or Staff.

(r) Possible penalties for behaviour considered unbecoming of a member are outlined in Annexure 1 being a Guide to Potential Penalties in relation to disciplinary proceedings.

Staff

(s) Any financial member who subsequently becomes an employee of the Club having signed the conditions of employment will be regarded as Staff Membership of the Club.

(t) Similarly, any employee of the Club who wishes to become a financial member after commencing employment at the Club will be regarded as a Staff Membership of the Club.

(u) Staff members may have certain privileges agreed upon their employment, however, are not eligible to hold office on the Board or any Committee of the Club nor vote for the election of the Board or at meetings held by the Club.

(v) While staff members attending the Club as a member are entitled to the relevant members discount, they are not entitled to participate in the following:

a. Club membership points program;

b. Any competitions held within the Club; and

c. Raffles.

8. CLUB POLICIES

(a) Members and guests must adhere to all Revesby Workers' Club Policies.

9. SUB-CLUBS

(a) A sub-club may exist to undertake sport or the provision of a social activity and shall be known as a sub-club of Revesby Workers' Club.

(b) The objective of a sub-club will be to conduct the sport or social activity for which the Club and members appoint them for competitive and social participation.

(c) Each sub-club will have a committee which will consist of at a minimum a Chairman/President, Secretary, Treasurer and 2 members.

(d) The members of the sub-club shall appoint members of the sub-club executive annually.

(e) Persons appointed to any sub-club executive must be financial members or Life members of the Club.

(f) Any persons participating in competitive sport, representing the Club, is encouraged to be financial members of the Club.

(g) A fee may be charged by any sub-club to conduct all matters relative to the playing of the sport or social activity undertaken.

(h) Each sporting sub-club shall be known as the Revesby Workers' Club or similar descriptive title as approved by the Board.

(i) The Board may approve the waiver of Club room hire (annually or as required) to a sub-club that utilises the Club for meetings or undertaking their social activity. Subject to Board approval, sub-clubs must apply for waiver via the designated application process.

10. CORE CLUB OPERATIONS POLICY & PROCEDURES

The Club has accepted its obligation to deliver, advertise and promote core club services in a lawful and responsible manner, having regard to the potential for harm that may be caused by these services and the community concerns about the conduct of activities such as gambling and alcohol consumption.

The Club is a member of Betsafe which operates a leading program of its kind in the world to assist operators to provide the service of gambling and alcohol in a responsible manner and to offer assistance to those patrons in need of help due to the use of these services.

The Club's Board has adopted the Betsafe Policies & Procedures Manual (Appendix 2) and the Gaming Machines Playing Conditions outlined below

Gaming Machines Playing Conditions

a. All persons who play gaming machines in any of the Club's premises do so subject to the following By Laws which shall be the terms and conditions of play. The decision of the Club as expressed by its officers and/or employees as to the interpretation of these By-Laws shall be final.

b. The gaming machines in the Club can only be played by, and any jackpots or prize won will only be paid to, financial Full Members of the Club, Guests of Full Members, Temporary Members and Honorary Members over the age of 18 years who have complied with all legal requirements to be admitted to the Club. No person is asked to participate. Any playing of machines is at your sole option, discretion and risk.

c. The Club reserves the right to refuse any person the right to play gaming machines in the Club.

d. A machine may only be reserved for a maximum of 3 minutes unless permissible for Members through the Gaming System.

e. If a person plays two gaming machines at a time, that person must vacate one of the machines if another person wishes to play one of the same machines.

f. A person in the club shall not:

    i. Ask or require any other person to give or lend them any money;

    ii. Give money or lend money to any other person;

    iii. Take any actions to recover monies claimed from or owed by any other person.

g. Only currency of Australian legal tender in the denominations of $1 coins or in such other denominations in coins or notes as otherwise indicated on the gaming machines themselves are to be used to play the Club's gaming machines.

h. Only valid gaming machine tickets issued from an approved gaming machine are to be used on machines that accept gaming tickets.

i. If the 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, it is the player's responsibility to immediately report the malfunction to an employee of the Club.

j. Tilting, rocking, jamming or in any way moving or damaging a gaming machine in the Club is strictly prohibited.

k. No jackpot or prize will be paid unless the winning combination is seen by authorised staff and verified to be paid pursuant to the Club's procedure of paying jackpots.

l. 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.

m. The Club reserves the right to ensure that every jackpot is played off a machine.

n. A patron must not insert amounts in excess of $100 in total into a gaming machine and then seek to cash out after no or minimal play.

o. A patron is not permitted to participate in syndicate play, demonstrated by actions including but not limited to, organised group monopolisation of gaming machines.

p. A patron is not permitted to purchase another patron's jackpot, payout or double up, whether for full or other value.

q. A patron is not permitted to enlist others to play gaming machines upon their behalf.

r. A patron is not permitted to insert their card into a gaming machine which is being played by another person.

s. At any time the Club may require a player to provide evidence of the source of wealth and/or the source of funds used for gambling, as a condition of using its gaming machines. Failure to provide satisfactory evidence may result in the withdrawal of permission to use gaming machines and/or disciplinary action, including exclusion from the gaming area or the Club.

t. 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 on the Club's premises, with such documentary proof as the Club reasonably 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.

u. The Club may refuse payment if, in the opinion of an authorised employee, Director or Member of the Club, the machine has malfunctioned and/or if a winning combination showing has not been registered on the machine.

v. A player of the Club's gaming machines acknowledges, by choosing to play the Club's gaming machines, 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.

w. If a gaming machine overpays, or pays on a non-winning combination, it is the player's responsibility to immediately report the malfunction to an employee of the Club.

x. In the case of a member, a jackpot or prize of $5,000 or more may be paid no earlier than 24 hours after the total prize money becomes payable where verification of financial Club membership and verification by authorised staff has taken place. In the case of a non-member, any jackpot or prize of $5,000 or more may be paid no earlier than 24 hours after the total prize money becomes payable where verification by authorised staff has taken place.

y. The Club must pay so much of the total prize money payable to a person as exceeds $5,000: by means of a crossed cheque payable to the person, or if the person so requests, by means of electronic funds transfer (if those means are available to the Club) to an account

nominated by the person.

Subject to sub-clauses (v) and (w) above, prize cheques may be either mailed or handed to Members, and in the case of other prize winners, mailed to the address of that person as shown in the register of Guests of Members, the Temporary Members' register or the Honorary Members' register as the case may be.

z. Every player acknowledges and agrees that any part of or all of a jackpot or prize paid to any player in error may be recovered from that player by the Club. A player will immediately upon demand repay any part or all of a jackpot or prize paid in error.

aa. Failure to report any malfunction of a gaming machine in the Club may result in legal proceedings being instituted against the player.

bb. Members who are also current Club employees or former Club employees, and members who are Club contractors and their employees who are members must observe all relevant restrictions imposed by the Club from time to time regarding such persons membership rights. Without limiting the generality of the foregoing, an employee or contractor must not play machines at anytime, whilst on duty nor during meal or rest periods or other breaks from duty regardless of their concurrent membership of the Club. Prizes won by an employee or contractor when playing a machine in breach of this By-Law will not be paid.

cc. Players must give full consideration to the rights and comfort of other players. Conduct unbecoming of a member or otherwise in breach of these By-Laws or the Club's Constitution may result in exclusion or suspension from the Club.

dd. It is an offence under section 80 of the Gaming Machines Act 2001 for a person:

i. To have possession of a device made or adapted, or intended by the person to be used, for interfering with the normal operation of a gaming machine in the Club; or

ii. To do anything calculated, or likely to interfere with the normal operation of a gaming machine in the Club; or

iii. To do anything calculated to render a gaming machine in the Club incapable, even temporarily, of producing a winning combination.

iv. The maximum penalty for an offence is currently $11,000 or imprisonment for 12 months, or both. The Club will report to the police any person that it believes may be committing any such offence or other offences under the Gaming Machines Act or Gaming Machines Regulation 2019.

ee. The Club reserves the right to refuse payment to any Member, Guest of a Member, Temporary Member or Honorary Member or any other person who in the opinion of the Club has breached any of these By-Laws.

ff. The Club has in place a Self-exclusion Policy and an Involuntary Exclusion Policy. A person who excludes themselves or is excluded from the Club will not be permitted to play the Club's Gaming Machines until the exclusion period has expired and all conditions of the relevant policy and any individual program applicable to that person have been met.

gg. Any credits on a machine which do not belong to the person playing the machine must not be played or collected by anyone else and must be reported to the Duty Manager or the Gaming Manager of the Club.

hh. Any Member, Guest of a Member, Temporary Member or Honorary Member or any other person violating these gaming machine By-Laws may be asked to leave the Club and the Member may be liable to suspension.

The Club may withdraw or amend these By-Laws at any time in its absolute discretion. Any change becomes operative immediately after it is displayed in any conspicuous place of the Club's premises.

11. RESPONSIBLE SERVICE OF ALCOHOL

(a) Under the *Registered Clubs Act*, the *Liquor Act 2007*, the Local Area Liquor Accord and other legislation, the Club adheres to responsible service of alcohol requirements and:

a. does not sell alcohol to minors;

b. does not permit excessive drinking that may lead to intoxication;

c. does not grant an intoxicated member access to the Club and it's facilities;

d. will not provide bar service to an intoxicated person;

e. will monitor a person whom they believe is nearing intoxication and where necessary ask them to leave the premises; and

f. Ensures the safety of all patrons.

(b) Members and guests must comply with all legal requirements imposed on the Club.

(c) Members shall not attempt to supply alcohol to anyone under the age of 18.

(d) Members must adhere to requests from staff to leave the premises due to nearing intoxication as staff are bound by law to refuse admission to the Club to any person showing signs of intoxication.

12. RESTRICTED AREAS

(e) Unless accompanied by a staff member, no ordinary member should attempt to gain entry to:

a. Offices and admin areas (including the Board Room);

b. Reception;

c. The Safe;

d. Store rooms;

e. Back of house areas (including kitchens, food preparation areas, bar areas and the cellar/loading dock);

f. Any area marked “staff only”;

g. Any area within the Club that their membership class does not permit; and

h. Any areas within the Club that may close from time to time (ie. function rooms not in use).

13. ELECTIONS FOR THE CLUB’S BOARD OF DIRECTORS

(a) Any nominee for election to the Board of Directors under the biennial rule or in relation to a Director vacancy shall be required to:

i. complete a statutory declaration in the form nominated for the time being by the Board of Directors for this purpose, and shall, in accordance with the timetable as provided, lodge the completed form with the Company Secretary/CEO of the Club.

ii. submit a biography of not more than A4 page and a passport photograph for use during the ballot.

(b) A member, including any nominee for election to the Board of Directors, agrees not to distribute, or cause any person to distribute, how-to-vote material on any of the Club premises except as permitted under paragraph 13 (c).

(c) A member, including any nominee for election to the Board of Directors, is permitted to distribute how-to-vote material at either of the two entrances to the Club only on ballot days in respect of the election.

(d) Each nominee for election to the Board of Directors agrees to comply with the Directors' Code of Conduct.

(e) If a nominee requests and is given a copy of the Club’s membership register in accordance with the Corporations Act, he or she agrees to abide by the Corporations Act particularly in relation to the prohibitions on the use of information on the membership register.

Once a member has been validly nominated the nomination cannot be withdrawn.

14. SATELLITE CLUBS PATRONS

The Board may appoint Mooney Mooney Club Patrons and Revesby Greens Patrons from time to time to represent the Board at events determined to be in the interest of Revesby Workers' Club. Any such patron may be removed from their appointment by the Board.