



THE BEECROFT CLUB

ABN: 29 000 144 847
128 Copeland Road
Beecroft NSW 2119
beecbowl@bigpond.com

BEECROFT BOWLING & RECREATION CLUB LIMITED ACN 000 144 847

NOTICE OF GENERAL MEETING

Notice is hereby given that a General Meeting of Beecroft Bowling and Recreation Club Limited ACN 000 144 847 will be held at the premises of the Club at of Copeland Road, Beecroft, NSW 2119 on **Saturday 17 October 2020 at 11 am**.

Business

1. To consider and, if thought fit, pass the Ordinary Resolution approving in principle an amalgamation of Beecroft Bowling and Recreation Club Limited and North Sydney Leagues' Club Limited.

Ordinary Resolution

"That the members of Beecroft Bowling and Recreation Club Limited (ACN 000 144 847) hereby approve:

- (a) *in principle, the amalgamation of Beecroft Bowling and Recreation Club Limited (ACN 000 144 847) and North Sydney Leagues' Club Limited (ACN 000 147 544) such amalgamation to be effected by:*
 - (i) *the continuation of North Sydney Leagues' Club Limited (ACN 000 147 544) as the amalgamated club and the dissolution of Beecroft Bowling and Recreation Club Limited (ACN 000 144 847);*
 - (ii) *the transfer of the Assets, Debts and Liabilities (as defined in the Memorandum of Understanding between Beecroft Bowling and Recreation Club Limited (ACN 000 144 847) and North Sydney Leagues' Club Limited (ACN 000 147 544)) of Beecroft Bowling and Recreation Club Limited (ACN 000 144 847) to North Sydney Leagues' Club Limited (ACN 000 147 544); and*
 - (iii) *the transfer of the Club Licence (No. LIQC300225615) of Beecroft Bowling and Recreation Club Limited (ACN 000 144 847) to North Sydney Leagues' Club Limited (ACN 000 147 544); and*
- (b) *the making of an application under section 60 of the Liquor Act 2007 to the Independent Liquor and Gaming Authority of NSW for the transfer of Club Licence (No. LIQC300225615) of Beecroft Bowling and Recreation Club Limited (ACN 000 144 847) to North Sydney Leagues' Club Limited (ACN 000 147 544) for the purposes of such amalgamation."*

Explanatory Note regarding the Ordinary Resolution

1. In accordance with clause 4 of the *Registered Clubs Regulation 2009*, Beecroft Bowling and Recreation Club Limited (ACN 000 144 847) (**Beecroft**), called for expressions of interest in amalgamation from other clubs by way of issuing a notice on the ClubsNSW E-Circular which was published on 18 June 2020 (**Notice**).
2. In response to the Notice, North Sydney Leagues' Club Limited (ACN 000 147 544) (**Norths**) submitted an expression of interest to Beecroft for an amalgamation between the clubs..
3. On 24 September 2020, Beecroft and Norths executed a Memorandum of Understanding (**MOU**) for an amalgamation of the two clubs.
4. The MOU sets out the terms for the amalgamation and it covers various matters specifically required by the Registered Clubs Act (**RCA**) and other matters relevant to the proposed amalgamation.

5. Members of Beecroft should read and consider the terms of the signed copy of the MOU between Beecroft and Norths which is on the noticeboards of Beecroft and Norths.
6. A signed copy of the MOU is also on display on:
- Beecroft's website at www.thebeecroftclub.com.au; and
 - Norths' website at www.norths.com.au.
7. The key features of the proposal as set out in the MOU are summarised as follows:
- (a) *The amalgamation will result in the dissolution of Beecroft as a company and a registered club and the continuation of the Norths as the body corporate of the Amalgamated Club.*
- (b) *Beecroft's premises (**Beecroft Premises**) will become additional premises of Norths and will be available to all members of the Amalgamated Club. If the amalgamation is approved, Norths (as the Amalgamated Club) will then trade from the following premises:*
- *Norths Cammeray - 12 Abbott Street, Cammeray NSW 2062;*
 - *The Alcott Lane Cove - No. 1 Birdwood Avenue, Lane Cove NSW 2061;*
 - *The Greens North Sydney - 50 Ridge Street, North Sydney NSW 2060;*
 - *Seagulls - Gollan Drive, Tweed Heads West NSW 2485; and*
 - *Beecroft Bowling Club - 128-132 Copeland Road, Beecroft NSW 2119.*
- (c) *The Board of Norths will be the Governing Body (Board) of the Amalgamated Club.*
- (d) *The Chief Executive Officer of Norths will be the Chief Executive Officer of the Amalgamated Club.*
- (e) *An approved manager will be appointed to the Beecroft premises after Completion of the Amalgamation.*
- (f) *The members (subject to their consent and if not already members of Norths) of Beecroft will become members of Norths.*
- (g) *Norths, has agreed that it:*
- (i) *will maintain the Beecroft Premises and carry on the business of a licensed registered club under the RCA and the Liquor Act at the Beecroft Premises with the usual facilities and amenities of a registered club; and*
 - (ii) *will undertake any necessary upgrades, refurbishments and renovations to the Beecroft Premises and facilities (including the Clubhouse, bowling greens and surrounding areas), within twenty four (24) months of Completion of the Amalgamation, with the nature and budget of those works to be determined by the Board of the Amalgamated Club in its absolute discretion;*
 - (iii) *will use its best endeavours to ensure that the Beecroft Premises is relevant to its membership and its local community;*
 - (iv) *intends to improve trading at the Beecroft Premises;*
 - (v) *intends to introduce its existing members benefits programs at the Beecroft Premises;*
 - (vi) *will maintain at least two (2) bowling greens and the bowling activities at the Beecroft Premises for at least the first ten (10) years after Completion of the Amalgamation;*
 - (vii) *will undertake renovations on the two (2) bowling greens at the Beecroft Premises on a "needs basis" after consulting with the Advisory Committee and committees of the bowling sub clubs provided that any final decision regarding such renovations is a matter for the Board of the Amalgamated Club to make in its absolute discretion.*
- (h) *An Advisory Committee will be established in relation to the Beecroft Premises for the purpose of making recommendations to the Board and/or management of Norths in relation to the operations of the Beecroft premises, ClubGRANTS to be made by the Norths that are attributable to the Beecroft Premises, membership matters at the Beecroft Premises and the operation of the bowling activities at the Beecroft Premises.*
- The Advisory Committee will initially be made up of Norths' CEO or his delegate and those existing directors of Beecroft or any alternative four (4) members of Beecroft as the directors of Beecroft may select, who consent in writing to becoming members of the Advisory Committee.*
- (i) *Norths intends to create the TBBC Sub Clubs (being the Beecroft Bowling Club and Beecroft Women's Bowling Club) to conduct and administer bowling at the Beecroft Premises on behalf of the Amalgamated Club.*

The TBBC Sub Clubs will be subject to the overall control and direction of the Board and Management of the Amalgamated Club but it is intended that the TBBC Sub-Clubs will:

- (i) *have their own rules, committees and members; and*
- (ii) *be authorised to operate a bank account provided that the signatories of the bank account are first approved by the Amalgamated Club and on the basis, that all funds held by the TBBC Sub Clubs (irrespective of how they are received) are funds of the Amalgamated Club at all times;*
- (iii) *continue using their existing uniforms, names and insignia for a minimum of three (3) years;*
- (iv) *elect their own committees;*
- (v) *be eligible to affiliate with such bodies controlling bowls in New South Wales on such terms and conditions (not inconsistent with the Constitution of Norths or the RCA) as such controlling bodies may from time to time require;*
- (vi) *be created with the existing Life members of Beecroft recognised as life members of the relevant TBBC Sub-Clubs.*

Norths will allocate an annual budget and pay all costs in relation to the bowling greens and bowling activities at the Beecroft premises which will cover:

- (i) *all relevant insurances applicable to the TBBC Sub-Clubs and their activities; and*
- (ii) *all relevant fees payable to relevant associations in respect of the activities of the TBBC Sub Clubs (including player entry fees) for a minimum of three (3) years;*
- (iii) *all usage fees of the Clubhouse, bowling greens and the grounds which would usually be passed onto Registered Bowlers by way of annual membership fees and green fees for a period of three (3) years after Completion of the Amalgamation; and*
- (iv) *all relevant costs for the maintenance and repair of the bowling greens and grounds of the Beecroft Premises.*

(j) *Norths will:*

- (i) *unless outside the control of the Amalgamated Club, maintain the existing playing times for both competition and Registered Bowlers at the Beecroft Premises, together with its associated social and fund-raising activities. For the avoidance of doubt, the existing playing times at the Beecroft Premises are as follows:*

(A) Tuesday

Access to one green 9:30 – 1pm or as agreed between TBBC and the Club.

(Not required after 2nd week in December until recommencement 2nd week in January.

The women stop from second week in December until second week in January).

(B) Wednesday

Access to two greens between 12:30 – 4:30pm or as agreed between TBBC and the Club.

(C) Thursday

Access to one greens between 14:00 – 6:30pm or as agreed between TBBC and the Club.

(D) Saturday

Access to two greens between 12:30 – 4:30pm or as agreed between TBBC and the Club.

(E) Sunday

Championship games across 1 to 5 rinks from time to time. 8:30 am to 12 pm approx.

(F) Public holidays

The timing and organisation will be agreed upon by negotiation; and

- (ii) *give precedence to competition and TBBC Sub Clubs organised social bowls over barefoot bowls in terms of use of bowling greens at the Beecroft Premises;*
- (iii) *provide free access to the bowling greens to the TBBC Sub Clubs for casual coaching, roll-ups and informal practice games when the greens are not in use for organised, social and/or barefoot bowls;*

- (iv) *provide and manage appropriate space to the TBBC Sub Clubs at the Beecroft Premises for social gatherings before and after approved games of bowls;*
- (v) *allow the TBBC Sub Clubs to hold a combined maximum number of six (6) social functions at the Beecroft Premises each year, with such events to be first approved by the Management of the Amalgamated Club in its absolute discretion;*
- (vi) *assist the TBBC Sub Clubs by proactively promoting and marketing the game of bowls for the purpose of increasing bowling membership of the TBBC Sub Club;*
- (vii) *during the first three (3) years after Completion of the Amalgamation, assist with the provision of subsidised registered bowls uniforms to both new and existing registered bowlers but once only for each member. The items of clothing for such uniform to be determined by the Management of the Amalgamated Club after consultation with the TBBC Sub Clubs and Advisory Committee;*
- (viii) *where possible, hold stock of uniforms for new registered bowlers;*
- (ix) *allow the TBBC Sub Clubs to hold events which have first been approved by the Management of the Amalgamated Club in its absolute discretion;*
- (x) *allow the TBBC Sub Clubs to pursue their own sponsorships provided that any sponsorship arrangements must be first approved by the Management of the Amalgamated Club in its absolute discretion;*
- (xi) *support all major bowling club tournaments and bowling events at the Beecroft Premises, including championships and finals matches;*
- (xii) *provide the necessary equipment and support (administrative, legal and financial) to the committees of TBBC to enable them to discharge their duties and responsibilities;*
- (xiii) *provide space for the committees of the TBBC Sub Clubs, secure storage and lockers for members to store their equipment and meeting space for committee meetings of the TBBC Sub Clubs;*
- (xiv) *provide dedicated telephone numbers and email addresses for the TBBC Sub Clubs;*
- (xv) *provide a permanent notice board for use by the TBBC Sub Clubs at the Beecroft Premises;*
- (xvi) *allow TBBC Sub Club members who are Registered Bowlers to use the bowling greens free of charge when they are representing a TBBC Sub Club in approved bowls competitions during the first ten (10) years after Completion of the Amalgamation;*
- (xvii) *during the first ten (10) years after the Completion of the Amalgamation, provide additional financial support (in addition to the annual budget referred to above and as deemed necessary by the Amalgamated Club) to the TBBC Sub Clubs by way of contributions into its authorised bank account to:*
 - (A) *enable discounted membership pricing for Registered Bowlers at the Beecroft Premises;*
 - (B) *provide win incentives and rewards (not being by way of money, cheques or promissory notes) for bowlers;*
 - (C) *provide umpires, team managers and volunteers with meal vouchers or points allocations by way of honorariums for carrying out their duties;*
 - (D) *pay for (or reimburse) pennant grade teams for their travel and accommodation expenses when participating in State play-offs;*
 - (E) *provide relevant trophies, prizes and prize money for bowling competitions and events and the recoupment of competition fees.*
 - (F) *all relevant costs for essential bowls equipment.*

Both parties estimate the amount required under this clause shall be approximately a combined amount of \$25,000.00 per annum for the first three (3) years after Completion of the Amalgamation.

- (xviii) *The Amalgamated Club will make an initial advance of \$10,000.00 on Completion of the Amalgamation to each of the TCCL Sub Clubs to enable the TBBC Sub Clubs to establish a bank account.*
- (k) *The Club Licence of Beecroft will be transferred to Norths under section 60A of the Liquor Act 2007. All assets of Beecroft will be transferred to Norths in accordance with the MOU.*
- (l) *Employees of Beecroft (if any) who are identified as necessary to the conduct of the Beecroft Premises will be offered employment on the same terms as they would have in equivalent positions at Norths. However, as at the date of this notice, Beecroft has no employees.*

(m) Subject to the limited circumstances referred to below, Norths will continue to trade from the Beecroft premises for at least ten (10) years from Completion of the Amalgamation.

Norths and Beecroft have agreed that the Amalgamated Club would cease trading from or cease the bowling activities at the Beecroft Premises at any time in the following circumstances:

- (i) if it is not financially viable (as determined by the Board of the Amalgamated Club at any time in its absolute discretion) for the Amalgamated Club to continue to trade from or continue the bowling activities at the Beecroft Premises; or
- (ii) upon the order of any Court or body with jurisdiction to administer the laws in relation to liquor, gaming and registered clubs;
- (iii) upon the lawful order of any government authority;
- (iv) if the premises are destroyed or partially destroyed by fire, flood, storm or other similar event such that it is not lawful for a licensed club to be operated at the Beecroft Premises and/or any resulting insurance claim is not sufficient to re-instate or re-build an operational Clubhouse at the Beecroft Premises which is acceptable to the Board of the Amalgamated Club in its absolute discretion.

(n) The future direction of the Amalgamated Club generally will be subject to the overall strategic plan of the Amalgamated Club and its finances.

8. Each club must hold a meeting of its members to approve the amalgamation in the same terms as the Ordinary Resolution above. If Beecroft's members pass the Ordinary Resolution, Norths will convene a meeting for its members to pass the Ordinary Resolution.
9. If the members of both Beecroft and Norths pass the Ordinary Resolution to amalgamate, an application will then be lodged with the Independent Liquor and Gaming Authority to seek approval of the transfer of Beecroft's Club Licence to Norths.
10. If the Independent Liquor and Gaming Authority is satisfied that the amalgamation can proceed, it will grant approval of the transfer of Beecroft's Club Licence to take effect upon the completion of the commercial matters required to complete the amalgamation (as contained in the MOU).
11. The assets and liabilities of Beecroft will then be transferred to Norths as contemplated in the MOU and the members of Beecroft will be invited by Norths to become members of Norths. The invitation to membership of Norths is required because under the *Corporations Act 2001* a person cannot become a member of a company if that person has not consented to membership. In other words, if Norths simply made all of Beecroft's members, members of Norths without their consent, Norths would be committing an offence.
12. After the assets and liabilities of Beecroft have been transferred to Norths and the amalgamation has been effected, Beecroft will proceed to liquidation and be wound up.

Requirement for the Ordinary Resolution

1. Under section 17AEB of the *Registered Clubs Act 1976*, without limiting section 60 of the *Liquor Act 2007*, the Independent Liquor and Gaming Authority cannot approve of the transfer of the licence of a dissolved club (Beecroft Bowling & Recreation Club Limited) unless the Authority is satisfied that:
 - (a) the parent club (North Sydney Leagues' Club Limited (ACN 000 147 544)) will meet the requirements set out in section 10(1) of the *Registered Clubs Act 1976*, and
 - (b) the parent club (North Sydney Leagues' Club Limited (ACN 000 147 544)) will be financially viable, and
 - (c) the proposed amalgamation is in the interests of the members of each of the clubs that are amalgamating, and
 - (d) the proposed amalgamation has been approved in principle at separate extraordinary general meetings of the ordinary members of each of the clubs proposing to amalgamate (being in each case an approval supported by a majority of the votes cast at the meeting).
2. The Ordinary Resolution proposed in this Notice of General Meeting is required for the purposes of section 17AEB(d) of the *Registered Clubs Act 1976* and the amalgamation between Beecroft and Norths cannot proceed until the ordinary members of both clubs have approved the amalgamations of their clubs at separate general meetings.

Procedural Matters in Relation to the proposed Ordinary Resolution

1. Under section 17AEB(d) of the *Registered Clubs Act 1976*, the proposed amalgamation is to "be approved in principle at separate extraordinary general meetings of the ordinary members of each of the clubs proposing to amalgamate." The term "ordinary members" where used in section 17AEB(d) of the *Registered Clubs Act 1976* is defined in section 4 of the *Registered Clubs Act 1976* and essentially means all members in all classes of membership (excluding employees and Junior Bowling Members of Beecroft), other than Honorary members, Temporary members and Provisional members.

2. Accordingly, all members in all classes of membership of Beecroft, being Life Members, Bowling Members, Social Members and Casual Sporting Members (excluding employees and Junior Playing Members of Beecroft) are eligible to attend the general meeting and vote on the Ordinary Resolution. This is despite the Constitution of Beecroft requiring three full years standing as a Bowling Member, Casual Sporting Member or Social Members before being entitled to attend and to vote at all general meetings of the Club.
3. To be passed, the Ordinary Resolution requires votes from a simple majority of members (50% + 1) present and voting on the Ordinary Resolution at the meeting.
4. Members should read the Explanatory Notes to Members set out above which explains the general nature and effect of the Ordinary Resolution. Members should also read the Memorandum of Understanding between Norths and Beecroft.
5. Please direct any question or concerns about the Ordinary Resolution in writing to the Chairman, if possible, before the General Meeting.
6. Proxy Votes are not allowed under the Registered Clubs Act 1976.
7. The Board of Directors of Beecroft recommends that members vote in favour of the proposed Ordinary Resolution.

Dated: 24 September 2020

Yours faithfully



Noelene Davis
Chairman