

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

(ii) **Wednesday**

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

(iii) **Thursday**

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

(iv) **Saturday**

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

(v) **Sunday**

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

(vi) **Public holidays**

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

- (b) give precedence to competition and the TBBC Sub Clubs organised social bowls over barefoot bowls in terms of use of bowling greens at the Beecroft Premises;
- (c) 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;
- (d) provide and manage appropriate space to the TBBC Sub Clubs at the Beecroft Premises for social gatherings before and after approved games of bowls;
- (e) 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;
- (f) assist the TBBC Sub Clubs by proactively promoting and marketing the game of bowls for the purpose of increasing bowling membership at the Beecroft Premises;
- (g) 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;
- (h) where possible, hold stock of uniforms for new registered bowlers;
- (i) allow the TBBC Sub Clubs to hold events which have first been approved by the Management of the Amalgamated Club in its absolute discretion;
- (j) allow the TBBC Sub Clubs to pursue its own sponsorships provided that any sponsorship arrangements must be first approved by the Management of the Amalgamated Club in its absolute discretion;

- (k) support all major bowling club tournaments and bowling events at the Beecroft Premises, including championships and finals matches;
- (l) provide the necessary equipment and support (administrative, legal and financial) to the committees of the TBBC Sub Clubs to enable them to discharge their duties and responsibilities;
- (m) 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 ;
- (n) provide dedicated telephone numbers and email addresses for the TBBC Sub Clubs;
- (o) provide a permanent notice board for use by the TBBC Sub Clubs at the Beecroft Premises;
- (p) 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;
- (q) during the first ten (10) years after the Completion of the Amalgamation, provide additional financial support (in addition to the annual budget referred to in clause 5.8 and as deemed necessary by the Amalgamated Club) to the TBBC Sub Clubs by way of contributions into their authorised bank accounts to:
 - (i) enable discounted membership pricing for Registered Bowlers at the Beecroft Premises;
 - (ii) provide win incentives and rewards (not being by way of money, cheques or promissory notes) for bowlers;
 - (iii) provide umpires, team managers and volunteers with meal vouchers or points allocations by way of honorariums for carrying out their duties;
 - (iv) pay for (or reimburse) pennant grade teams for their travel and accommodation expenses when participating in State play-offs;
 - (v) provide relevant trophies, prizes and prize money for bowling competitions and events and the recoupment of competition fees.
 - (vi) 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.

- 5.11 Some or all of the benefits referred to in clause 5.10 may only be able to be provided if the requirements of the RCA are satisfied and the members of the Amalgamated Club have first approved the provision of those benefits in general meeting.
- 5.12 The costs for providing appropriate catering and other hospitality before, during and after approved games of bowls shall be paid by the relevant TBBC Sub Club from its bank account. The Amalgamated Club will provide menu options and member based pricing for bowlers.
- 5.13 The Amalgamated Club will make an initial advance of \$10,000.00 on Completion of the

Amalgamation to each of the TBBC Sub Clubs on Completion of the Amalgamation to enable the TBBC Sub Clubs to establish a bank account for the purposes referred to in clauses 5.10 and 5.12.

- 5.14 The committees of the TBBC Sub Clubs may collect additional fees to be allocated for purposes other than those referred to in this clause 5 provided that approval is first obtained from the Amalgamated Club.

Payment of Subscriptions

- 5.15 Norths will treat any annual subscriptions which have been paid to Beecroft for the subscription period current as at the date of the Completion of the Amalgamation as being annual subscriptions which have been paid to the Amalgamated Club. This will also apply to any multi-year membership subscriptions.

Review of Obligations

- 5.16 The Amalgamated Club will conduct annual reviews of its obligations under this clause 5 and report the review findings to the Advisory Committee and the committees of the TBBC Sub Clubs thereafter.

6. THE EXTENT TO WHICH THE EMPLOYEES OF THE AMALGAMATED CLUB WILL BE PROTECTED **[Regulations – Clause 7(2)(d)]**

- 6.1 As at the date of this Memorandum, Beecroft has no employees.
- 6.2 In accordance with clause 15.1(f)(iv) of this Memorandum, Beecroft cannot employ an employees without the prior written consent of Norths.
- 6.3 If Beecroft has any employees at the date of the Order, the remaining provisions of this clause 6 shall apply.
- 6.4 As part of the Amalgamation, Beecroft will be wound up/liquidated. As part of the winding up/liquidation of Beecroft, the employment of all Beecroft's employees by Beecroft will come to an end.
- 6.5 As soon as reasonably practicable after the Order but prior to the Completion of the Amalgamation, Beecroft will undertake a review of the staffing requirements at the Beecroft Premises and it will only make offers of employment to those employees of Beecroft that are requisite to the needs of the Amalgamated Club after Completion of the Amalgamation.
- 6.6 The offers of employment:
- (a) will be made as soon as reasonably practicable after the Order; and
 - (b) will be conditional upon and be effective from the Completion of the Amalgamation;
 - (c) will be on the same terms and conditions presently offered by Norths to employees of Norths in similar roles provided that it does not result in any employee of Beecroft receiving lesser benefits than they presently receive from Beecroft.
- 6.7 Any employee of Beecroft who receives and accepts an offer of employment with Norths will receive continuity of employment and their accrued entitlements will be honoured by Norths.
- 6.8 Any employee of Beecroft who does not receive an offer of employment from Norths or who receives but does not accept an offer of employment with Norths will be paid their full entitlements when their employment with Beecroft comes to an end.

6.9 Each employee of Norths will continue to be employed by the Amalgamated Club after the Completion of the Amalgamation, subject to the terms and conditions of employment between each of those employees and Norths.

7. INTENTIONS REGARDING THE FOLLOWING ASSETS OF BEECROFT:

- 1. ANY CORE PROPERTY;**
- 2. ANY CASH OR INVESTMENTS;**
- 3. ANY GAMING MACHINE ENTITLEMENTS**

[Regulations – Clause 7(2)(e)]

Core Property

7.1 For the purposes of the RCA, the Beecroft Premises (including the bowling greens) is “core property” of Beecroft.

7.2 Norths intends to retain the Beecroft Premises (including the bowling greens) as core property for the purposes of section 41J of the RCA (unless the members of the Amalgamated Club declare the Beecroft Premises as non-core property).

Cash and Investments

7.3 The cash and investments (if any) of Beecroft will be transferred (in accordance with clause 16) to the general reserves of the Amalgamated Club.

Gaming Machine Entitlements

7.4 As at the date of this Memorandum, Beecroft has zero (0) gaming machine entitlements.

7.5 Depending on the overall strategic direction of the Amalgamated Club, the Amalgamated Club may transfer gaming machine entitlements into Beecroft Premises so that gaming machines can be operated at the premises. This will be determined by the Management of the Amalgamated Club in its absolute discretion.

8. RISKS OF NOT PRESERVING BEECROFT’S CORE PROPERTY AND HOW THOSE RISKS ARE TO BE ADDRESSED

[Regulations – Clause 7(2)(E1)]

8.1 Subject to clauses 9, 10 and 11, the Amalgamated Club will not dispose of the core property of Beecroft during the ten (10) years after Completion of the Amalgamation.

8.2 The risks of the Amalgamated Club not meeting the intentions of the parties in preserving the core property of Beecroft are those set out in clause 10.4.

8.3 If the risks (or any of them) in clause 10.4 are realised after the ten (10) years after Completion of the Amalgamation, the Amalgamated Club will endeavour to find ways to address those risks so that the disposal of core property will be considered only after all other ways of addressing those risks have been exhausted and provided the disposal is in accordance with the RCA.

8.4 Notwithstanding anything else contained in this clause 8, the Amalgamated Club may dispose of Beecroft’s core property within the first ten (10) years after Completion of the Amalgamation (but not within the first three (3) years after Completion of the Amalgamation during which section 17AI of the RCA will prevent the disposal) if any of the circumstances referred to in clause 10.4 inclusive occur.

9. DISPOSAL OF BEECROFT'S MAJOR ASSETS
[Regulations – Clause 7(2)(E2)]

- 9.1 For the purposes of the RCA, the Beecroft Premises (including the bowling greens) are the “core property” of Beecroft.
- 9.2 Subject to clauses 9.3, 10 and 11 of this Memorandum, the Amalgamated Club will not dispose of the major assets of Beecroft during the first ten (10) years after Completion of the Amalgamation
- 9.3 If any of the circumstances referred to in clause 10.4 occur at any time after the first three (3) years after Completion of the Amalgamation, the Amalgamated Club may dispose of the major assets of Beecroft.

10. THE CIRCUMSTANCES THAT WOULD PERMIT THE AMALGAMATED CLUB TO CEASE TRADING ON THE PREMISES OF BEECROFT OR TO SUBSTANTIALLY CHANGE THE OBJECTS OF BEECROFT
[Regulations – Clause 7(2)(f)]

- 10.1 Norths does not intend to cease trading from the Beecroft Premises.
- 10.2 The objects of Norths will become the objects of Beecroft with effect from Completion of the Amalgamation.
- 10.3 Norths intends to operate the Amalgamated Club in the manner referred to in clause 5.
- 10.4 For the purposes of Clause 7(2)(f) of the Regulations, Norths and Beecroft have agreed that the Amalgamated Club would cease trading from or cease the bowling activities at the Beecroft Premises in the following circumstances:
- (a) 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
 - (b) upon the order of any Court or body with jurisdiction to administer the laws in relation to liquor, gaming and registered clubs; or
 - (c) upon the lawful order of any government authority; or
 - (d) 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.
- 10.5 For the purposes of clause 10.4:
- (a) Norths must prepare separate financial reports for Beecroft Premises.
 - (b) Norths must not knowingly or wilfully do anything or omit doing anything which adversely impacts upon the Beecroft Premises' ability to achieve the minimum EBITDARD which is required by the Amalgamated Club for ongoing operations at the Beecroft Premises.
 - (c) Notwithstanding the above, the Amalgamated Club recognises it is not purely a commercial decision and the Amalgamated Club's strategy as a registered club group is to continue to operate sustainable premises with financial and non-financial support for sport and the community.

- (d) Section 10 of Norths' Constitution identifies the objects for which Norths has been established which are congruent with the ongoing support of the sport of bowls and maintaining premises and conveniences for the accommodation of members of the Club and their guests.

11. AN AGREED PERIOD OF TIME BEFORE THE AMALGAMATED CLUB WILL CEASE TRADING FROM THE BEECROFT PREMISES OR SUBSTANTIALLY CHANGE THE OBJECTS OF BEECROFT
[Regulations – Clause 7(2)(g)]

- 11.1 Norths does not intend to cease trading from the Beecroft Premises or cease to operate at least two (2) bowling greens at the Beecroft Premises and would only cease to do so in the circumstances referred to in clause 10.4.
- 11.2 The objects of Norths will become the objects of Beecroft with effect from Completion of the Amalgamation. There is no intention to change Norths' objects.
- 11.3 Notwithstanding clause 11.1 but subject to clause 10.4, for the purposes of Clause 7(2)(g) of the Regulations, Norths and Beecroft have agreed that the Amalgamated Club will continue to trade from the Beecroft Premises and operate two (2) bowling greens for ten (10) years from the date of Completion of the Amalgamation.
- 11.4 As indicated in clause 11.1, Norths does not intend to cease trading from the Beecroft Premises and it does not have any plans to de-amalgamate with the Beecroft Premises. However, the Clubs have agreed that if there is a simultaneous de-amalgamation and amalgamation of the Beecroft Premises, the Amalgamated Club will continue trading from the Beecroft Premises until completion of the simultaneous de-amalgamation and amalgamation but subject to clause 10.4. The simultaneous de-amalgamation and amalgamation will be undertaken in accordance with the terms set out in the RCA.

12. BINDING EFFECT OF MEMORANDUM

- 12.1 Norths and Beecroft agree that this Memorandum is binding on them and for that purpose is executed as a Deed.

13. CALLING OF MEETINGS AND ADMISSION OF BEECROFT'S MEMBERS TO MEMBERSHIP OF NORTHS

- 13.1 Beecroft will call a general meeting of the ordinary members of Beecroft for the purposes of considering and if thought fit passing a resolution approving in principle the Amalgamation in accordance with section 17AEB(d) of the RCA.
- 13.2 The meeting referred to in clause 13.1 must be held as soon as reasonably practicable after the date of this Memorandum and Beecroft's notice of general meeting and any explanatory memorandum or other information to be sent to Beecroft's members in relation to the meeting must be approved by Norths before it is to be sent to Beecroft's members.
- 13.3 Subject to Beecroft passing the resolution referred to in clause 13.1, Norths will call a general meeting of the ordinary members of Norths for the purposes of considering and if thought fit passing a resolution approving in principle the Amalgamation in accordance with section 17AEB(d) of the RCA.
- 13.4 The meeting referred to in clause 13.3 will be held as soon as reasonably practicable after the meeting referred to in clause 13.1.
- 13.5 In addition to the resolution referred to in clause 13.4, Norths will, at the meeting referred to in clause 13.3, submit to those members eligible to attend and vote, a special resolution to amend the Constitution of Norths (which if passed will take effect from Completion of the

Amalgamation) to the following effect:

- (a) Any member of Beecroft who, at Completion of the Amalgamation, has been refused admission to or being turned out of one or more of Norths' existing premises, suspended from or expelled from Norths shall not be eligible to apply for and/or be admitted to membership of Norths.
- (b) All eligible members of Beecroft who apply to become members of Norths will, subject to the Amalgamated Club's Constitution, be admitted to membership of Norths.
- (c) All eligible members of Beecroft will be able to apply for membership of Norths in the manner referred to in paragraphs (d) to (f) inclusive of this clause 13.5.
- (d) A member of Beecroft will not be required to be proposed or seconded for membership of Norths.
- (e) As soon as practicable after the Order, Norths will forward to each member of Beecroft, who is not already a member of Norths, a written invitation to become a member of Norths.
- (f) Any member of Beecroft who accepts the invitation and agrees in writing to be bound by the Constitution of Norths will, subject to the Amalgamated Club's Constitution and the requirements of the RCA being satisfied, be elected by a resolution of the Board of Norths to membership of Norths with effect from the date of Completion of the Amalgamation.
- (g) Beecroft's members who are admitted to membership of Norths will be identified as a separate class called the "Beecroft Bowling Club Members" but may transfer to any other class of membership of Norths for which they are eligible to join. Beecroft Bowling Club Members will have the same membership rights as Club members under Norths' Constitution. For the avoidance of doubt, Club membership is the main category of membership of Norths.
- (h) Any person who, at Completion of the Amalgamation, is a Life member of Beecroft and is admitted to membership of the Amalgamated Club will:
 - (i) continue to be recognised as a Life member of Beecroft but only in respect of the Beecroft Premises; and
 - (ii) be admitted to Life membership of the relevant TBBC Sub Club which is to be created by the Amalgamated Club;
 - (iii) only be required to pay to the Amalgamated Club the minimum annual subscription required by the RCA.

14. AMALGAMATION APPLICATION TO THE INDEPENDENT LIQUOR AND GAMING AUTHORITY

- 14.1 Norths and its lawyers will prepare and file the Amalgamation Application.
- 14.2 Beecroft and its lawyers (if any) will co-operate with Norths and its lawyers and will provide all documents and information reasonably required for the preparation, lodgement and finalisation of the Amalgamation Application.