



Halekulani Bowling Club Limited  
ABN 18 000 294 600  
50 Natuna Ave, Budgewoi

## NOTICE OF GENERAL MEETING

Notice is hereby given that a General Meeting of Halekulani Bowling Club Ltd (ABN 18 000 294 600) (**Halekulani Bowling Club**) will be held at the premises of the Club at 50 Natuna Avenue, Budgewoi New South Wales 2262 on Sunday, 8 November 2020 at 9:00am.

Information sessions for members pertaining to the below will also be held at the Halekulani Bowling Club on the following dates:

- Wednesday, 21 October 2020 at 6.00pm in the Auditorium
- Wednesday, 4 November 2020 at 6.00pm in the Auditorium
- Saturday, 7 November 2020 at 10.00am in the Auditorium

Due to COVID and to assist with social distancing requirements, please register your anticipated attendance with the Club at least one day prior to the meeting.

### Business

1. To consider and, if thought fit, pass the Ordinary Resolution approving in principle an amalgamation of Halekulani Bowling Club and Mount Pritchard & District Community Club Ltd.

### Ordinary Resolution

*"That the members of Halekulani Bowling Club Ltd (ABN 18 000 294 600) hereby approve:*

*(a) in principle, the amalgamation of Halekulani Bowling Club Ltd (ABN 18 000 294 600) and Mount Pritchard & District Community Club Ltd (ABN 98 000 458 622) such amalgamation to be effected by:*

*(i) the continuation of Mount Pritchard & District Community Club Ltd (ABN 98 000 458 622) as the amalgamated club and the dissolution of Halekulani Bowling Club Ltd (ABN 18 000 294 600);*

*(ii) the transfer of the Assets, Land and Liabilities of Halekulani Bowling Club Ltd (ABN 18 000 294 600) to Mount Pritchard & District Community Club Ltd (ABN 98 000 458 622) in accordance with the Memorandum of Understanding; and*

*(iii) the transfer of the Club Licence (No. LIQC300240576) of Halekulani Bowling Club Ltd (ABN 18 000 294 600) to Mount Pritchard & District Community Club Ltd (ABN 98 000 458 622); 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 of Halekulani Bowling Club Ltd (ABN 18 000 294 600) to Mount Pritchard & District Community Club Ltd (ABN 98 000 458 622) for the purposes of such amalgamation,*

*and for the purposes of this resolution unless the context otherwise required the capitalised terms have the meanings as set out in the Memorandum of Understanding between Halekulani Bowling Club Ltd (ABN 18 000 294 600) and Mount Pritchard & District Community Club Ltd (ABN 98 000 458 622) especially noting the following definition:*

*"Land" means all land which Halekulani Bowling Club Ltd (ABN 18 000 294 600) owns, has an interest in or contractual entitlement to, as at the date of Completion, and must include, without limitation: a) Lot 1 in DP 859618, b) Lot 2 in DP 859618, c) Lot 2196 in DP 30673 d) Lot 2190 in DP 30673, e) Lot 2191 in DP 30673, f) Lot 2195 in DP 30673 and g) Lot 2194 in DP 30673."*

### Explanatory Note regarding the Ordinary Resolution

1. On 17 March 2020 in accordance with clause 4 of the *Registered Clubs Regulation 2015*, Mount Pritchard & District Community Club Ltd (ABN 98 000 458 622) (**Mounties**), called for expressions of interests from other registered clubs, with a view to exploring the possibility of an amalgamation (**Notice**).
2. In response to the Notice, on 17 March 2020, Halekulani Bowling Club Ltd (ABN 18 000 294 600) (**Halekulani Bowling Club**) submitted an

expression of interest to Mounties seeking an amalgamation.

3. On 1 October 2020, Halekulani Bowling Club and Mounties executed a Memorandum of Understanding (**MOU**) relating to a proposed amalgamation of the two clubs.
4. Members of Halekulani Bowling Club should consider the terms of the signed copy of the MOU between Halekulani Bowling Club and Mounties which is on the noticeboards of Halekulani Bowling Club and Mounties.
5. A signed copy of the MOU is also on display on:

- Halekulani Bowling Club's website at [www.halibowling.com.au](http://www.halibowling.com.au) and
- Mounties' website at [www.mountiesgroup.com.au](http://www.mountiesgroup.com.au)

6. 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 Halekulani Bowling Club as a company and a Licensed Club and the continuation of the Mounties as the body corporate of the Amalgamated Club.*

(b) *The Assets of Halekulani Bowling Club will be transferred to Mounties;*

(c) *The Liabilities of Halekulani Bowling Club will be transferred to Mounties.*

(d) *Halekulani Bowling Club's premises will become additional premises of Mounties and will be available to all members of the Amalgamated Club. If the amalgamation is approved, Mounties will then trade from the following premises:*

- 101 Meadows Rd, MOUNT PRITCHARD, NSW 2170;
- 1st & 2nd Floors 117 John St, CABRAMATTA, NSW 2166;
- Lawson & Ulverston Sts, FAIRFIELD, NSW 2165;
- 80 Evans St, FRESHWATER, NSW 2096;
- Raglan St, MANLY, NSW 2095;
- Wharf Rd, LANSVALE, NSW 2166;
- 80-84 Brisbane Rd, ST JOHNS PARK, NSW 2176; and
- 50 Natuna Avenue, Budgewoi, NSW 2262.

*Mounties and Wyong R S L Sub-Branch Club Ltd (ABN 97 001 070 588) (Club Wyong) have also entered into an MOU to amalgamate and if that amalgamation is approved, Mounties will also trade from Club Wyong's premises at Anzac Ave, WYONG, NSW 2259 and 20 Hope St, WYONG, NSW 2259.*

(e) *The Board of Mounties will be the Governing Body of the Amalgamated Club.*

(f) *The Chief Executive Officer of Mounties will be the Chief Executive Officer of the Amalgamated Club.*

(h) *The members of Halekulani Bowling Club (subject to their application and consent and if not already members) will become members of Mounties.*

(i) *The amalgamation is intended to:*

*preserve the existing facilities and amenities of Mounties and preserve or replace the existing facilities and amenities of the Halekulani Bowling Club Premises (as set out in the Memorandum of Understanding);*

*preserve the social facilities of Halekulani Bowling Club (as set out in the Memorandum of Understanding); and preserve*

*the sporting facilities and activities of Halekulani Bowling Club (as set out in the Memorandum of Understanding).*

(j) *The Halekulani Bowling Club Premises will remain named and trade as "Halekulani Bowling Club" but the logo will be altered to utilise the Mounties spark logo branding.*

(k) *Mounties intends to:*

*(i) develop a masterplan for the future of the Halekulani Bowling Club Premises, and the Land. Any such masterplan will include the reinstatement of Halekulani Bowling Club and will also include on the Land bowling facilities for use by members;*

*allocate any cash balance transferred to Mounties on amalgamation completion, to funding the cost of design and construction of an undercover synthetic green which is to be built on completion of the master planning with any residual to then be allocated to the cash balance of the Amalgamated Club;*

*undertake an upgrade of the Halekulani Bowling Club Premises, gaming installation and reporting systems to a standard to remain competitive with other local club venues within 12 months of Completion of the Amalgamation including by: within six (6) months of Completion of the Amalgamation*

*(A) exterior update to the Club Premises;*

*(B) foyer update;*

*(C) main lounge update;*

*(D) new member pricing;*

*(E) marketing campaign;*

*(F) staff training;*

*within twelve (12) months of Completion of the Amalgamation*

*(G) new staff uniforms;*

*(H) introduction of marketing technology;*

*(I) member surveys;*

*(J) staff engagement & feedback;*

*(K) commencement of master planning; and*

*(L) sports bar update maintain the traditions and memorabilia of Halekulani Bowling Club;*

*continue to contribute community support donations to the local community of Halekulani Bowling Club premises in accordance with the Mounties Club Grants program;*

*conduct a masterplan process in relation to the Halekulani Bowling Club Premises and the Land including considering the redevelopment of the Halekulani Bowling Club Premises and the Land to ensure the ongoing viability of the Business;*

*carry on the business of a licensed registered club at the Halekulani Bowling Club Premises with all the facilities and amenities of a registered club;*

*continue to offer bowling facilities for sub-club use (subject to any period of closure required for redevelopment); and*

*Following amalgamation completion make a yearly bowls budget allocation for the Halekulani Bowling Club Premises of \$300,000 for greens upkeep, presentation night, pennants allowance and green fees to offset additional costs however continuing allocation of funds will be fixed to the number of active bowling members, who are also registered with either the Royal New South Wales Bowling Association or New South Wales Women's Bowling Association, and adjusted accordingly if such number increases or decreases.*

*(l) Mounties does not intend to:*

*(i) cease trading from the Halekulani Bowling Club Premises (other than as may be commercially required for any redevelopment work); and/or*

*(ii) cease bowls or other sporting activities conducted at the Halekulani Bowling Club Premises provided with respect to bowling there are sufficient active bowling members, who are registered with either the Royal New South Wales Bowling Association or New South Wales Women's Bowling Association, to justify continuation and with respect to other sporting activities there are sufficient active members to justify continuation.*

*(m) On Completion the Amalgamated Club will establish a "sub-club" or "section" to be known as "Halekulani Bowling Club Sub Club".*

*(i) A committee of the Halekulani Bowling Sub Club will be established and initially consist of up to seven (7) members of the Board of Halekulani Bowling Club, as nominated by such Board immediately prior to Completion. The committee will consist at all times of not less than four (4) and not more than seven (7) members.*

*(ii) All committee members of the Halekulani Bowling Club Sub Club must be active bowling members who are registered with either the*

*Royal New South Wales Bowling Association or New South Wales Women's Bowling Association, and who bowl at the Halekulani Bowling Club Premises, except if there are insufficient number of such active bowling members willing to nominate for election to the committee in which case any member may nominate for election to the Halekulani Bowling Club Sub Club committee.*

*(iii) Subject to any necessary member approvals first being obtained, the Amalgamated Club will reimburse certain reasonable and properly incurred expenses of the committee members of the Halekulani Bowling Club Sub Club being limited to only meal and drink expenses (when associated with committee meetings) and annual uniform expenses (with uniforms to be as agreed with Mouties) with all such expenses reimbursement subject to an annual aggregated budget as pre-approved by the Board of the Amalgamated Club.*

*(iv) For three (3) years post Completion the Halekulani Bowling Club committee will provide advice to the Mouties CEO in relation to the Halekulani Bowling Club Premise and will thereafter continue to do so on an ongoing basis subject to continuing approval of the Board of the Amalgamated Club and provided that a sufficient number of members continue to stand for the committee.*

*(n) Mouties will allow any sub-clubs of Halekulani Bowling Club to continue to exist provided all members of those sub-clubs become members of Mouties.*

*(o) Any sub-clubs that continue will be gifted by Mouties into their new bank accounts set up by Mouties after Completion the amounts of funds that they held in their bank accounts, as held by Halekulani Bowling Club, immediately prior to Completion.*

*(p) The Club Licence of Halekulani Bowling Club will be transferred to Mouties under section 60A of the Liquor Act 2007. All assets and liabilities of Halekulani Bowling Club will be transferred to Mouties in accordance with the MOU.*

*(q) Mouties will offer employment to all of Halekulani Bowling Club's employees on terms no less favourable than existing terms of employment although to meet the demands of the business of the Amalgamated Club, some employees may be offered employment with different titles, responsibilities, hours of work, place of work and times of work.*

*(r) Any employee of Halekulani Bowling Club who accepts the offer of employment with Mouties will receive continuity of employment within any Mouties' Club based on the Central Coast of New South Wales, and their accrued entitlements as employees of Halekulani Bowling Club will be honoured by Mouties.*

*(s) Any employee of Halekulani Bowling Club who does not accept the offer of employment with Mouties will be paid their full entitlements by Halekulani Bowling Club when their employment with Halekulani Bowling Club comes to an end.*

7. If the members of both Halekulani Bowling Club and Mouties 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 Halekulani Bowling Club's Club Licence to Mouties.
8. If the Independent Liquor and Gaming Authority is satisfied that the amalgamation can proceed, it will grant approval of the transfer of Halekulani Bowling Club's Club Licence to take effect upon the completion of the commercial matters required to complete the amalgamation (as contained in the MOU).
9. The assets and liabilities of Halekulani Bowling Club will then be transferred to Mouties as contemplated in the MOU and the members of Halekulani Bowling Club will be invited by Mouties to become members of Mouties. The invitation to membership of Mouties 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 Mouties simply made all of Halekulani Bowling Club's members, members of Mouties without their consent, Mouties would be committing an offence.
10. After the assets and liabilities of Halekulani Bowling Club have been transferred to Mouties and the amalgamation has been effected, Halekulani Bowling Club 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 (Halekulani Bowling Club) unless the Authority is satisfied that:
  - (a) the parent club (Mount Pritchard & District Community Club Ltd (ABN 98 000 458 622)) will meet the requirements set out in section 10(1) of the *Registered Clubs Act 1976*, and
  - (b) the parent club (Mount Pritchard & District Community Club Ltd (ABN 98 000 458 622)) 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 Halekulani Bowling Club and Mounties 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 Halekulani Bowling Club), other than Honorary members, Temporary members and Provisional members.
2. Accordingly, all members in all classes of membership of Halekulani Bowling Club, being Life Members, Playing Members, Veteran Playing Members, Social members, Club Members and Veteran Club Members (excluding employees and Junior Playing Members of Halekulani Bowling Club) are eligible to attend the general meeting and vote on the Ordinary Resolution.
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 Mounties and Halekulani Bowling Club.
5. Please direct any question or concerns about the Ordinary Resolution in writing to the Chief Executive Officer, if possible, at least seven (7) days prior to the General Meeting.
6. Proxy Votes are not allowed under the *Registered Clubs Act 1976*.
7. The Board of Directors of Halekulani Bowling Club recommends that members vote in favour of the proposed Ordinary Resolution.

Dated: 1 October 2020

Yours faithfully

David English  
Secretary Manager