



**North Shore Bridge Club
&
Lindfield Bowling Club**

MERGER INFORMATION PACK

Our Forever Home

NSBC Merger Proposal - Member Summary *Securing Our Beautiful East Lindfield Facility*

November 2025

Our Shared Vision

Preserving East Lindfield's Heart

Two sporting communities joining forces to create something greater - a vibrant social hub where bowls and bridge flourish alongside friendship, community connection, and shared purpose.

After 10 Years of Searching

We Found Our Forever Home!

- **No moving required** - stay at the beautiful shared East Lindfield facility
- **From tenants to owners** - secure permanent shared ownership
- **Completely debt-free** - no financial burden
- **\$500k committed** to Facility Improvements
- **\$1.1M in the bank** for future needs and stability of the amalgamated club's liquid asset position.

Critical Timeline

- **Information Session:** Friday 7th November 10am at East Lindfield and Online
- **Extraordinary General Meeting (EGM):** Saturday, 22nd November 2025
- **EGM Quorum required:** 20 members
- **EGM Vote required:** 50% + 1 majority (ordinary resolution)
- **Lindfield Rollers EGM:** Following NSBC approval, requiring 75% approval due to constitutional amendments.

Strong Financial Foundation

- **NSBC brings approximately \$2.0M** to the merger
- **Lindfield Bowling Club adds \$300k**
- **Total combined: \$2.3M**
- **\$700k committed** to install 2 synthetic bowling greens
- **Operational efficiency:** Annual green maintenance costs reduced from \$120k to estimated \$50k
- **\$1.6M** remains a provision to potentially fund improvements of our shared facility.

A World Class Bowling Facility + World Class Bridge Club = There's No Stopping Us!

What DOES NOT Change for Bridge Members

Bridge Operations

- **No operational changes:** Bridge activities continue exactly as they do today
- **Same venues:** No changes to where we play bridge
- **NSBC Committee continues:** Our committee structure remains intact
- **All staff retained:** Every current employee continues with the same terms and conditions, employed by a different Company
- **Bridge fees unchanged:** Current fee structure maintained
- **Bridge identity preserved:** NSBC name, branding, and traditions continue

NSBC as a Sub-Club

North Shore Bridge Club will operate as an unincorporated sub-club within the amalgamated entity, responsible for conducting and administering bridge activities. The Bridge Committee will:

- Maintain its own rules and committee structure
- Preserve all traditions and culture
- Continue using existing names and branding
- Elect its own committee according to current rules
- Prepare and submit an annual budget to the Board for approval

What DOES Change: Governance Structure

The key change is how the shared facility is governed at Board level. Instead of operating separately, four NSBC members will join the Board of the amalgamated Lindfield Bowling & Bridge Club to help oversee the entire facility.

New Board Composition

For a minimum of 1 year and maximum of 2 years after amalgamation:

- **Seven-person Board:** 4 Bridge Members + 3 Bowling Members
- **Bridge representation:** Four positions
- **Bowling representation:** Three positions
- **Chairperson:** A Bowling Member (First 1-2 years, then elected)
- **Deputy Chairperson:** A Bridge Member (First 1-2 years, then elected)

Future Board Elections

After the initial appointment period, the Board will be elected annually with:

- **Seven directors** elected from all eligible members
- **Minimum representation:** At least 2 Bowling Members and at least 2 Bridge Members
- **Balance:** Remaining 3 positions open to any eligible members

Board Responsibilities

The four NSBC Board members will help govern the amalgamated club, including:

- Overall strategic direction of the combined facility
- Financial oversight and budget approvals

- Facilities management and maintenance
- Club licensing and regulatory compliance
- Supporting both the Bridge and Bowling sub-clubs

Financial Considerations and improved arrangements for Bowlers

Bowling Green Fees

- **Current fee:** \$22 per game
- **New fee:** \$20 per game
- **Lock-in period:** Guaranteed until June 2027
- **Annual subscriptions:** Reduced from \$300 to \$200
- **Fee relationship:** Bowls fees cannot be more than 25% higher than Bridge fees, and Bowls subscriptions cannot be more than 3 times Bridge subscriptions

Assets and Reserves

- All NSBC cash, investments, and liabilities transfer to the general reserves of the amalgamated club
- All LBC cash and investments remain in the general reserves

Property Protection

- **10-year land sale prohibition:** The Lindfield premises cannot be sold for at least 10 years after amalgamation
- **Rationale:** This protects the character and integrity of the facility, which neither club intends to sell

Why This Matters

This amalgamation represents a strategic partnership that:

- **Secures our future:** Provides NSBC with a shared permanent home at a quality facility
- **Maintains autonomy:** Bridge operations remain independent through the sub-club structure
- **Provides influence:** Four Board seats give NSBC meaningful input into facility governance
- **Preserves identity:** NSBC name, traditions, and culture continue unchanged
- **Creates stability:** Land sale prohibition and fee locks provide long-term certainty

Employee Continuity

- **All LBC employees:** Continue with current employment, terms, rights, and accrued entitlements, will be required to sign a new contract which will be the same but have a different Employer Name.
- **NSBC permanent employees:** Offered equivalent positions with full transfer of salary, benefits, and entitlements
- **NSBC casual employees:** Offered continued employment with existing rates and conditions maintained

Next Steps

- **Review the presentation** to understand the full proposal
- **Listen to the Video** to understand the full proposal
- **Attend the Information Session** to ask questions and discuss concerns
- **Participate in the EGM on 22nd November** to vote on the proposal
- **Remember:** We need a quorum of 20 members and 50% +1 majority to proceed

What If We Don't Act?

The consequences of not proceeding:

- Continue paying rent as tenants with no ownership
- Lindfield must sell a bowling green to ensure long term viability
- 2 years of construction next door
- Beautiful green space becomes buildings
- Eventually forced to move and find a new home, but **WHERE?**
- After 10 years searching, no better option has been found
- The East Lindfield property will not have improvements, we will just have to make do whilst it lasts.

This is our once-in-a-lifetime opportunity!

Summary

The proposed amalgamation delivers what NSBC has been searching for over 10 years:

- **Shared permanent home** - never worry about moving again
- **No debt** - secure financial future
- **Better facilities** - \$1.6M financial provision possible for future improvements
- **Shared partnership** - Bridge & Bowls working together

Bridge operations continue exactly as today - same committee, staff, venues, and identity. The change is at governance level: four NSBC members will serve on the amalgamated Board to help govern the shared facility and ensure bridge interests are represented in all major decisions.

This partnership secures our future while preserving our autonomy.

We Need Your Support!

Attend the EGM on Saturday, 22nd November at 11:30am

Vote YES for the merger

Help us secure our beautiful East Lindfield home forever!

Questions?

Please let us know your questions as soon as possible. So that we can keep track of all of the questions - please submit your question or comment on this [form](#).

Frequently Asked Questions

NSBC & Lindfield Bowling Club Amalgamation

THE BIG QUESTION – WHY?

Q1: Why is the Amalgamation proposed?

A: While there are many advantages to the amalgamation, the main purpose is to safeguard the futures of both clubs. By creating one club, bowlers will receive an influx of management, marketing and financial support, and bridge players will have a shared 'forever home', no longer subject to the risks and difficulties of tenancy. The amalgamated club will be renamed Lindfield Bowling & Bridge Club.

MEMBERSHIP QUESTIONS

Q2: Do I have to reapply for membership?

Bowling Club members: No, your membership continues automatically.

Bridge Club members: You'll receive an invitation to become a "Bridge Member" of Lindfield Bowling & Bridge Club - it's essentially automatic if you accept, with no joining fees.

Q3: Will my membership fees change?

Bowling: New structure of \$200 annual subscription (from the next renewal) + Green Fees of \$20 per game, effective from the date of the Amalgamation.

Bridge: Stays at current \$16 per game F2F and \$14 per game Online. Fee increases are limited - bowling fees can't be more than 25% higher than bridge fees.

Q4: Can Bridge members play bowls and vice versa?

A: Yes, we encourage all members to try the other activity. Members will pay the regular green fee/table fee for the extra activity.

Q5: What if I'm a member of both clubs already?

A: You'll transition smoothly to the new combined membership with all rights preserved.

FINANCIAL QUESTIONS

Q6: What improvements are guaranteed?

A: The first project to be carried out is the establishment of synthetic grass on 2 bowling greens. Other projects being considered are enhancement and increase of car parking; improvement of bathroom facilities; and upgrades to the bar and kitchen area. The selection of projects and their timing will be decided by the new Board.

Q7: Will membership become more expensive over time?

A: Fee increases require unanimous Board approval and are limited by the deed. Bowling fees can't exceed bridge fees by more than 25%.

Q8: What happens to any debts of the clubs?

A: Both Clubs are financially sound - outside of the usual bills, the only debt of either Club is the deposits in advance held by the Bridge Club on behalf of its members. These will be assumed by Lindfield Bowling & Bridge Club.

Q9: Who controls spending decisions?

A: The Board of Lindfield Bowling & Bridge Club will review budgets submitted by the sub-clubs and approve expenditure for the Lindfield Facility.

Q10: If the Bowling Club is needing to sell land, aren't we taking on a burden?

A: To a certain extent we are but the Bowling Club is profitable now, it is their future they are protecting and by ensuring that we help grow numbers, we are ensuring the Bridge Club's future at the shared East Lindfield venue. There are measures in the MOU to reduce bowling costs should the numbers fall, so that Bowling does not become a burden. We could never afford to buy this property even half of it - so carrying a little loss and not paying rent should not be a hardship for the Bridge Club.

Q11: Why is NSBC committing up to \$700,000 toward synthetic bowling greens when bridge members won't use them?

A: This is NSBC's contribution to the shared ownership of our 'forever home' at East Lindfield. The recapitalisation of the Lindfield Bowling Club underwrites the Bowling Club's long term viability.

Q12: We are handing over all of our cash, is this right?

A: The cash was saved up to purchase a property, this is exactly what we are doing without going into debt. The only other thing we could do with the cash is to renovate someone else's property as purchasing a property of our own is no longer an option without us going into significant debt.

Q13: If the Bowling Club made a profit of \$30k last year and their fees are being reduced, surely this will mean that they will run at a loss?

A: On paper put simply - yes it does, however, once the Synthetic greens are installed there will be a cost saving of \$50k, it puts them back in the black again.

Q14: Will we be paying rent?

A: No we will not, however we will together with the Bowling Club be taking on the responsibility of Landlord and this entails rates, electricity and all the other headaches that Landlords deal with. But it will be a small price to secure our shared "forever home".

FACILITY & ACTIVITY QUESTIONS

Q15: Will the bowling greens be maintained?

A: Yes, as long as there are sufficient playing numbers. It is important to note that greens maintenance costs will be greatly reduced once the synthetic greens are installed.

Q16: What if bowling participation drops?

A: A measurement system with regular reviews will be put in place. Lindfield Bowling & Bridge Club will be aiming to increase bowling numbers and there will be ample opportunity to recruit new members before any green closure.

Q17: Will our traditions continue?

A: Yes. Bowling traditions (free drinks for winners, birthday celebrations, carnival days, etc.) are specifically preserved. Bridge activities and conditions continue as usual.

Q18: Can we still host external tournaments?

A: Yes. Both bowling and bridge can continue hosting external events and tournaments as they do now.

Q19: What about bar hours and catering?

A: All existing arrangements continue at a minimum. The new Board of Lindfield Bowling & Bridge Club will be looking to extend and enhance bar hours and catering where possible.

Q20: What happens to the Willis and to online bridge?

A: The regular sessions at the Willis and online will continue unchanged.

Q21: I am an Online Member, I get nothing out of this?

A: That is true but Online only existed since COVID and essentially the funds being used to broker this deal were raised before Online was even a thing for us.

Q22: I play at the Willis only - I do not benefit from this merger.

A: You will benefit, because having a "forever home" with shared ownership ensures the future of Face to Face bridge for NSBC. It gives us the security to manage bumps in the road.

GOVERNANCE QUESTIONS

Q23: How will the club be run?

Years 1-2: A 7-person Board will be appointed with 4 Bridge members and 3 Bowling members. The Chair will be a bowling member while the Deputy Chair will be a bridge member.

Year 3+: After the initial period of no more than two years, 7 directors will be elected by all members, but must include at least 2 from each sub-club. If one of the sub-clubs fails to nominate the minimum two directors, those positions are to be filled by the other sub-club.

Q24: Will one group dominate the other?

A: No. The structure guarantees representation from both communities.

Q25: What are sub-clubs?

A: Bowling becomes "Lindfield Rollers Bowling Club" managing all bowling activities. Bridge becomes "North Shore Bridge Club" managing bridge activities. Both operate under Lindfield Bowling & Bridge Club's oversight.

EMPLOYMENT QUESTIONS

Q26: What happens to current staff?

A: All permanent and casual staff from both clubs are to be offered continued employment in their current roles in the Amalgamated Club.

Q27: Are any redundancies planned?

A: No, there will not be any redundancies.

Q28: Will service levels change?

A: Service levels should improve with better financial resources and combined expertise from both clubs.

LEGAL & REGULATORY QUESTIONS

Q29: Is this legal?

A: Yes. The amalgamation follows all requirements under the NSW Registered Clubs Act, Corporations Act, and other relevant legislation.

Q30: What regulatory approvals are needed?

A: Approvals from NSW liquor licensing, ASIC for name change, and compliance with Registered Clubs Act provisions.

Q31: What about our club's liquor licence?

A: Lindfield Bowling Club's existing liquor licence continues for Lindfield Bowling & Bridge Club.

Q32: Can the property be sold?

A: No sale of any part of the property can take place within the first ten years of the amalgamation. Sale of any part of the property can only take place if the members decide it is desirable or necessary.

PRACTICAL CONCERNS

Q33: Will there be enough parking?

A: As the Bridge Club currently uses the property's facilities, including the car parking, there should be no change.

Q34: What about different club cultures?

A: Both clubs' traditions and cultures are specifically preserved. The motto "We Are One" reflects unity while respecting different backgrounds.

Q35: How will scheduling conflicts be resolved?

A: The sub-clubs will continue to coordinate scheduling, as is the case right now.

Q36: What if I'm not happy after the merger?

A: The amalgamation structure is designed to preserve what members value about their clubs currently. It's expected that the only differences that members will notice to their current experiences will be improvements to facilities and services, although there is likely to be some short-term inconvenience while, for example, building work is carried out.

TIMELINE QUESTIONS

Q37: When do we vote?

A: General meetings for North Shore Bridge Club will be called for Saturday 22nd November at East Lindfield at 11:30am.

Q38: How long until changes take effect?

A: Most changes happen from the "Establishment of the Amalgamated Club" which takes place when both clubs vote in favour of the Amalgamation. Facility improvements are expected to happen over the following 3 years at the discretion of the Board of the Amalgamated Club.

Q39: Can we change our minds during the process?

A: Yes. Either club can withdraw from the amalgamation before the "Establishment of the Amalgamated Club".

VOTING QUESTIONS

Q40: What exactly am I voting on?

Bowling Club members: Approving the amalgamation, constitutional changes, and name change.

Bridge Club members: Approving the amalgamation and transfer of assets.

Q41: What majority is needed?

A: A simple majority vote in favour of Amalgamation is required from each club. A 75% majority vote by Bowling Club members is required to change their Constitution.

Q42: Can I attend both meetings?

A: If you're currently a member of both clubs, yes. Otherwise, you can only vote at your own club's meeting.

Q43: What if I can't attend the meeting?

Bowling Club members: The Registered Clubs Act requires voting in person, with no proxies.

Bridge Club members: can vote in person or by proxy (one proxy to be held per member attending the General Meeting), the same as for Annual General Meetings.

RISK QUESTIONS

Q44: What if the bowling greens aren't properly maintained?

A: The deed includes specific maintenance standards and measurement systems with regular ongoing monitoring. The installation of synthetic greens will improve the quality of the bowling experience.

Q45: What protection do we have if things go wrong?

A: Comprehensive warranties from both clubs, dispute resolution procedures, and legal remedies are included in the Amalgamation documentation.

Q46: What's the worst-case scenario?

A: The worst-case scenario is that the amalgamation doesn't go ahead. For bowlers, this would mean that the facilities of the premises would continue to slowly deteriorate, as likely would the number of bowlers. As tenants, Bridge players would remain exposed to the risk of forced relocation, with the upset and distraction that this causes members.

NEXT STEPS

Q47: How do I get more information?

A: Contact your club's Committee members, attend the information sessions, review the MOU (available 14 days before voting), or ask questions at the member meetings.

Q48: Who can I talk to about concerns or questions?

A: Speak with your club's Committee members or raise questions [via the form on the website](#).

Q49: When will we know the vote results?

A: Results will be announced at the conclusion of each club's extraordinary general meeting to be held on Saturday 22nd November and communicated to all members shortly after.