

Belmont Sports & Recreation Club Inc.

Established 1986



CONSTITUTION

Assembled 20th October 2024

Association A0822232C Belmont Sports & Recreation Club Inc. Job 1884458

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1) **NAME & OFFICE**

The name of The Club shall be Belmont Sports & Recreation Club Inc.

2) **OBJECTIVE**

- a) The principal objective of The Club is to establish, maintain and conduct a club devoted to fostering the game of lawn bowls and any other sporting, recreational, cultural and community pursuits that may be lawfully, compatibly and conveniently carried on, in or at The Club premises. These objects include the promotion of social fellowship and the provision of facilities for social, literary, scientific, athletic and professional, and any other lawful purpose that provides benefits and enjoyment for the Members of The Club.
- b) To recognise its constitution, rules, and regulations and to conduct all games in accordance with these regulations and in accordance with any lease agreement.
- c) To provide and maintain a clubhouse and sporting amenities for the use of The Club Member's. The bowling greens are to be maintained and hired to any Lease Agreement with the City of Belmont and guidelines governing the maintenance of the greens, fencing and other equipment.

3) **NOT FOR PROFIT**

The property and income of The Club must be applied solely towards the promotion of the objects or purposes of The Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any Member of The Club, except in good faith in the promotion of those objects or purposes.

4) **DEFINITIONS**

In reading this Constitution, unless the context or such otherwise indicates or requires:

- a) 'The Club' means the Belmont Sports & Recreation Club Inc.
- b) 'The Club Premises' means all land, building and structures thereon of which The Club is the bona fide occupier.
- c) 'The Committee' means the Management Committee of The Club, duly elected for the time being in accordance with these rules.
- d) 'The Club Manager' means the Manager / Administrator of The Club for the time being and includes any deputy or person temporarily fulfilling the office of Manager / Administrator.
- e) 'Bar Manager' means the Approved Manager of the bar.
- f) 'The Treasurer' means the Treasurer of The Club for the time being and includes any deputy or person temporarily fulfilling the office of Treasurer.
- g) 'Rules' means the Constitution.

- h) 'Liquor Act' means the Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this Act and shall form part of these Rules.
- i) 'The Act' means the Associations Incorporation Act 2015, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
- j) 'Bank' means any bank as defined by the Banking Act or any recognised financial institution.
- k) 'Annual Meeting' means any Annual General Meeting.
- l) 'Special General Meeting' means a General Meeting, called in accordance with Rule 31 hereunder, at which only business that has been described in the notice may be transacted.
- m) 'General Meeting' means the General Meeting of The Club whether Annual or Special.
- n) 'Month' means a calendar month.
- o) 'Financial Year' means from 1st July each year, until the following 30th June.
- p) 'Club Regulations, By-Laws' or Code of Conduct means the codes of rules made and adopted by the Management Committee in accordance with Rule 8.1.
- q) 'Life Members & Member' means a fully paid-up person registered under the membership categories in Rule 14.
- r) 'Financial Member' means a Member who has paid all fees and dues for the current calendar year by the dates and times detailed in Rule 16C.
- s) 'Executive Officers' are those office holders specified in Rule 22.
- t) 'Servant' means any employee or office holder of The Club.
- u) 'Voting Rights' means the ability for a current financial Member to propose or second an application for membership; move or second a motion or special motion; speak at all General Meetings; nominate for a position on the Management Committee; vote at all General Meetings; and petition for a Special General Meeting.
- v) 'Books of The Club' means the Members Register; the Record of Office Holders; and any other record or document of The Club.
- w) 'Club Patron' means a long-standing Member of high distinction within The Club, usually a Life Member. That person is elected at an Annual General Meeting to lend their name to The Club as an advocate in supporting and promoting The Club to the greater region.

5) **ALTERATION AND REPEAL OF RULES**

- a) No repeals of any existing Rules and no new Rules or alteration, amendments or suspensions of a Rule shall be valid unless a special resolution is carried by a three-fourths majority of Members present and with voting rights at a General or Special General Meeting and by otherwise complying with Part 3, Division 2 of the Act.
- b) Notices of motions to repeal, alter or suspend any Rule shall be given to the Secretary, Manager / Administrator at least twenty-one (21) days preceding the Annual or Special General Meeting at which the motion shall be presented. The Secretary, Manager / Administrator shall exhibit the proposal on The Club notice board at least fourteen (14) days prior to such meeting.
- c) Within one month after the making of any amendment or addition to the rules of The Club, passed by special resolution, the Management Committee shall submit the required documents to the Commissioner. No effect will be given to the amendments without the approval of the Commissioner.

6) **COMMON SEAL**

The Club shall not have a common seal.

7) **FINANCIAL MATTERS**

7.1 **SOURCE OF FUNDS**

The funds of The Club may be derived from entrance fees, annual subscriptions, donations, fund-raising activities, grants, interest and any other sources approved by the committee.

7.2 **CONTROL OF FUNDS**

The funds of The Club shall be placed to the credit of The Club in such Bank Accounts and Authorised Trustee Investments as the Committee may from time to time determine.

8) **GENERAL PROVISIONS**

8.1 **BY-LAWS AND CLUB REGULATIONS**

The Committee has the power to make, to alter and to repeal by-laws not consistent with these Rules regulating the use and management of The Club premises, the admission of Members and the conduct of The Club and its affairs generally.

8.2 **CUSTODY OF BOOKS AND SECURITIES**

- 1) The Secretary, Manager / Administrator shall ensure the safe custody of the Books, with the exception of the Accounting Records of The Club.

- 2) The Accounting Records (financial records and, as applicable, the financial statements or financial reports), of The Club must be kept in the Treasurer's custody or under the Treasurer's control.
- 3) The Books of The Club must be retained for at least seven (7) years.

8.3 RECORD OF OFFICE HOLDERS

The record of Committee Members and Officers and other persons authorised to act on behalf of The Club that is required to be maintained under section 58(2) of the Act must be kept in the Secretary's custody or under the Secretary's control.

8.4 INSPECTION OF RECORDS AND DOCUMENTS

- 1) Upon request, a Member is able to inspect the Books of the Association at such time and place is mutually convenient to The Club and the Member.
 - a) The Member must contact the Secretary to make the necessary arrangements for the inspection.
 - b) The inspection must be free of charge.
 - c) If the Member wants to inspect a document that is minutes of a Committee Meeting, the right to inspect that document is subject to any decision the Committee has made about minutes of Committee Meetings generally, or the minutes of a specific Committee Meeting, being available for inspection by Members.

2) MEMBER REGISTER

If a Member required information from the register, the follow may apply;

- a) A Member must in writing contact the Manager / Administrator to request to inspect the Member Register.
- b) The Member may make a copy of details from the Member Register but has no right to remove the Register for that purpose.
- c) A Member may make a request in writing for a copy of the Member Register.
- d) The Club may charge a reasonable fee to the Member for providing a copy of the Member Register, the amount to be determined by the Committee at the time.

- e) A Member must not use or disclose the information on the Member Register: Failure to comply will see membership forfeited.
- f) To gain access to information that a Member has deliberately denied them (that is, in the case of social, family or legal differences or disputes);
- g) To contact, send material to The Club or a Member for the purpose of advertising for political, religious, charitable or commercial purposes, or
- h) For any other purpose unless the use of the information is approved by the Committee and for a purpose.
 - (i) That is directly connected with the affairs of The Club; or
 - (ii) Related to the provision of the information to the Commissioner in accordance with a requirement of the Act.
- i) The Committee may require a Member who requests a copy of the Member Register to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of The Club.

9) **PROPERTY AND INCOME**

- a) The bowling greens as currently set out by the City of Belmont, buildings, ground and such amenities as shall be deemed necessary from time to time for the use, accommodation and enjoyment of its Members in accordance with the objective of The Club.
- b) The Club shall make such arrangements as may be necessary for the purchase, lease or maintenance of land on which The Club is situated.
- c) The Club may, as deemed necessary by a resolution at a General Meeting, borrow money by way of a loan or overdraft or by the issue of debentures to carry out the activities of The Club, and to invest any surplus funds.

10) **DISSOLUTION OF THE CLUB**

The Club may be dissolved or wound up by a special resolution at a General Meeting cased for such a purpose.

11) **DISPOSITION OF ASSETS**

- a) The Club may cease its activities and have its incorporation cancelled in accordance with Part (10) of the Act:
 - (i) after the Committee has determined The Club is able to pay or meet its debts and liabilities; and
 - (ii) the Members resolve by Special Resolution that The Club will:
 - 1) apply to the Commissioner for cancellation of its incorporation; or
 - 2) appoint a liquidator to wind up its affairs.
- (b) The Club shall be wound up in accordance with Part (9) of the Act if:
 - (i) the Committee has determined The Club is unable to pay or meet its debts and liabilities; or
 - (ii) the Committee or Members determine by special resolution to wind up The Club as a result of financial difficulty resulting in or from:
 - 1) being party to any current legal proceedings; or
 - 2) any other outstanding legal obligations
- (c) Upon cancellation of The Club, the surplus property must only be distributed to one or more of the following:
 - (i) an incorporated association under the Act;
 - (ii) a body corporate that at the time of the distribution is the holder of a licence under the charitable collections legislation in Western Australia;
 - (iii) a company limited by guarantee that is registered as mentioned in section (150) of the Corporations Act 2001 (Commonwealth);
 - (iv) a company holding a licence that continues in force under section (151) of the Corporations Act 2001 (Commonwealth);
 - (v) a body corporate that:
 - 1) is a Member or former Member of The Club; and
 - 2) at the time of the surplus property is distributed, has rules that prevent the property being distributed, has rules that prevent the property being distributed to its Members;
 - (vi) a trustee for a body corporate; or

- (vii) a co-operative registered under the Co-operatives Act 2009 that, at the time of the distribution, is a non-distributing co-operative as defined in that Act.

12) **REGISTER OF MEMBERS**

- 1) The Club shall keep an up-to-date register of Members in respect of Full, Life, Social, Special Circumstances and Honorary Members.
 - (i) This register must be continually available for inspection at The Club premises by authorised Officers.
 - (ii) Residential, postal or email address; or information by means of which contact can be made with the Member, can be nominated for the Members Register.
- 2) In addition, the Register of Members must include the class of membership (if applicable), to which each Member belongs and the date on which each Member becomes an Approved Member.

13) **APPLICATION FOR MEMBERSHIP**

- a) Any person desiring to become a Member of The Club shall sign an application form provided and such form must bear the signatures of two current financial Members of The Club who are entitled to voting rights.
 - (i) When the application form and all subscriptions have been received, the person shall be a provisional Member of The Club and exercise all of the privileges of a Member excluding voting right until such time as the next Management meeting.
 - (ii) At the next Management Committee meeting, the applicant will then be accepted or denied membership.
 - (iii) If Membership is denied, all subscriptions shall be refunded.
- b) No person shall be entitled to exercise any of the privileges of a Member until they have paid all subscriptions due by them.
- c) The Committee shall have the right to refuse to admit any person to Membership without assigning any reason for doing so.
- d) On the election of each candidate, the Secretary, Manager / Administrator shall notify the same to them, and they shall on payment of the subscription be enrolled as a Member of The Club, and become entitled to the privileges and be bound by its rules and by all consequences resulting from breach or non-performance thereof, and shall thereby absolve every person concerned in carrying out enforcing such rules from all personal responsibility or legal liability on such account.
- e) Life Member - A Member may propose another Member for Life Membership to the Committee in writing twenty-eight (28) days prior notice to the Annual General Meeting, giving reasons that Life Membership should be granted. At an Annual General Meeting, upon a 75% majority vote of those fully financial

Members present at the Annual General Meeting confer Life Membership on a Member who has rendered special and outstanding services to The Club. The holder of a Life Membership shall be entitled to all privileges of a Full Member, be exempt from subscriptions but shall pay any levies and association capitation fees.

14) **MEMBERSHIP**

Membership of The Club shall consist of the following categories:

- a) Full Member - Persons over the age of eighteen (18) years who wish to enjoy limited privileges of membership. Full Members may not use the bowling greens except on invitation from the Belmont City Bowling Club but may use the premises for social or other sporting pursuits. Full Members shall be entitled to voting rights.
- b) Life Member - The Members may elect, as Life Members, persons who have rendered meritorious service to The Club over a period in excess of ten (10) years. Life Members shall enjoy the rights and privileges of a Full Member and shall be elected at an Annual General Meeting.
- c) Temporary Member - A person who is on any day visiting The Club as a Member or an official of another club or team, or a person assisting a Member or an official of another club or team to:
 - (i) Engage in a pre-arranged event with The Club as per The Clubs objective; or
 - (ii) Hold a pre-arranged function at The Club involving the use of The Clubs sporting facilities.
 - (iii) Temporary Members shall not be entitled to be present at any meeting of the Members of The Club, nor have voting rights or any right, title, or interest in or to any of the property of The Club.
 - (iv) Any visitor who comes into the premises, must sign into the Visitors Book. Any sporting event, a list of full names of participants needs to be issued to the Manager / Administrator twenty-four (24) hours prior to the event, for display on the day.
- d) Honorary Member - Membership that may be granted to Club Patrons, Sponsors, Selected Government Officers and any other such persons as the Committee may decide from time to time. Such Honorary Memberships are to be proposed in writing by a Full Member and decided by a vote at the Committee Meeting.

15) **MEMBERS RIGHTS**

- a) The rights and privileges of every Member shall be personal and shall not be in any manner transferable by their own act or through any other persons on their behalf or by operation of law.

- b) Voting rights for each membership category are as detailed in Section (14).
- c) Full Time Employees - Members who are employed full time within The Club are entitled to all the rights and privileges of membership excluding those rights concerned with the selection, election and holding of office with The Club and are excluded from any promotions including Chase the Ace, Raffles and other promotions.
- d) All Members, upon successful registration, will be supplied with an electronic copy of The Clubs Constitution and will be directed to obtain a copy of The Club Constitution from the Club's website.
- e) Upon acceptance to membership, all Members agree to be bound by The Club Code of Conduct.
- f) Guests - Full, Social and Life Members shall be at liberty to invite guests to The Club, but the number of guests shall not exceed the maximum number as contained in Section 48 (4) (b) of the Liquor Control Act.
 - (i) A Guest may attend The Club a maximum of three (3) times per annum before they must apply for Membership.
- g) A Member may hold private family and business functions within the limits to number of guests, providing that the sale of liquor shall be:
 - (i) ancillary to a meal supplied at The Club by or on behalf of The Club to a Member and to each of the guests of that Member being guests of whose attendance was given prior notice to The Club; or
 - (ii) to a Member, for consumption by the guests of the Member at a function held by or on behalf of that Member at The Club.
- h) Functions - Ordinary, Social, and Life Members are entitled to host functions on The Club premises after written application for said function has been considered and approved by the Manager / Administrator.
 - (i) The Secretary, Manager / Administrator will furnish the application with a written copy of The Club Rules relating to functions after the application has been approved and any additional conditions and restrictions it shall see fit.

16) NOMINATIONS / SUBSCRIPTIONS

- a) The entrance, (nomination), fee and annual subscription of The Club shall be set by majority vote of the Management Committee in November prior to the commencement of the new financial year.
- b) Notice of the new fees and subscriptions shall be advertised on The Club notice board in December.

- c) All subscriptions are due by the first day of January each year and must be paid in full three (3) months prior to any Annual General Meeting and any other General Meeting, to give the Member the right to vote.

17) **CESSATION OF MEMBERSHIP**

- a) A person ceases to be a Member when any of the following takes place:
 - (i) For a Member who is an individual, the individual dies;
 - (ii) For a person whose title represents a Corporate Member, the body corporate is wound up;
 - (iii) The person resigns from The Club;
 - (iv) The person is expelled from The Club under Section (35).
- b) The Secretary, Manager / Administrator will keep a record on file of the date on which the person ceased to be a Member; and
- c) The reasons why the person ceases to be a Member;
- d) A Member may resign from membership of The Club by giving written notice of the resignation to the Secretary, Manager / Administrator;
 - (i) The resignation takes effect when the Secretary, Manager / Administrator receives the notice; or if a later time is stated in the notice, at that later time.
 - (ii) A person who has resigned from Membership of The Club remains liable for any fees that are owed to The Club (the owed amount) at the time of resignation.
 - (iii) The owed amount may be recovered by The Club in a court of competent jurisdiction as a debt due to The Club.

18) **LIABILITY FOR SUBSCRIPTIONS**

- a) Any Member who does not notify the Secretary, Manager / Administrator in writing of their withdrawal from The Club shall be liable for the subscription for the current Club year.
- b) The Committee shall have the power by resolution to remove from the roll of Members the name of any new Member who fails to pay the subscription within two weeks from the date of their election.
- c) Any Member whose subscription is in arrears at the Annual General Meeting shall cease being a Member unless the Management Committee upon receiving an explanation from that Member shall otherwise decide.

19) **LEVIES**

The Committee has the power to recommend for approval by the Members, special levies for special projects, as it may think appropriate. Such levies must be approved at a Special or Annual General Meeting of Members.

20) **MANAGEMENT**

- a) Management of The Club shall be vested in the Management Committee and shall consist of the following Office holders:
- 1) President
 - 2) Deputy President
 - 3) Secretary
 - 4) Treasurer
 - 5) Committee Member
 - 6) Committee Member
 - 7) Committee Member
- b) Transitional committee nominations voting will be the President and Treasurer for a nominated period of two (2) years. Alternative year election will be held for the positions of Deputy President and Secretary for a period of two (2) years. Committee Members will be nominated with the President & Treasurer.
- c) The Committee may co-opt up to three (3) additional Members to serve on the Management Committee, in the interests of furthering the objective of The Club. These Members shall have no voting rights and act in an advisory capacity only.

21) **ELECTION / APPOINTMENT OF THE COMMITTEE MEMBERS**

- a) All other Committee Member's shall be elected for a two (2) year term.
- (i) A Committee Member's term begins when the Member is elected at the Annual General Meeting and ends when the position is declared vacant at the Annual General Meeting held in two (2) years.
- b) Only full Members with a minimum of twelve (12) months full membership, who are financial, are eligible to nominate as a Committee Member.
- c) Nominations for all vacant positions must be in writing signed by the proposer and nominee and must be in the hands of the Manager / Administrator no less than twenty-eight (28) days before the Annual General Meeting. The nominations shall be exhibited on the notice board and distributed with voting papers to financial Full and Life Members eligible to vote under Rule (14), at least fourteen (14) days prior to the closure of the ballot which will be no more than two (2) days before said meeting.
- d) The annual election of Officer's shall be by ballot closing two (2) days before each Annual General Meeting and counted by the Western Australian Electoral Commission (WAEC).

- e) Ballot papers shall show the names of candidates for each position in which an election is necessary, and the order of such names shall be in accordance with a draw conducted for the purposed.
- f) If there shall be sufficient nominations to fill all vacancies, those nominated shall be declared elected and shall have power to fill the vacancies and any casual vacancies that may occur.
- g) If two (2) or more candidates receive the same number of votes, the Returning Officer of the Western Australian Electoral Commission (WAEC) shall determine the result by lot of simple draw.
- h) The Western Australian Electoral Commission (WAEC) Returning Officer shall present the results to the Annual General Meeting and post the results on the notice board.
- i) Voting papers which show more candidates marked than the number permitted; which are defaced or mutilated; which do not reveal the identity / membership number of the voter on the outside of the envelope, or which, in the opinion of the Returning Officer do not constitute a proper vote will be considered to be informal votes and shall be disregarded.

22) **THE COMMITTEE AND TERMS**

THE MANAGEMENT COMMITTEE and CONDITIONS

- a) The Executive positions on the Management Committee shall be President, Deputy President, Secretary, Treasurer and any other as determined by the full Committee.
- b) The Manager / Administrator of The Club may attend all Committee Meetings to give their report and then leave at the discretion of the Committee.
- c) The quorum at all Committee Meetings shall be two (2) Members of the Executive Committee and three (3) other financial Members present in person. If there should be no quorum after 30 minutes, the meeting shall stand adjourned until the same time seven (7) days later, when those present shall have the power to transact the business of the meeting.
- d) Committee Meetings may take place:
 - (i) where the Committee Members are physically present together; or
 - (ii) where the Committee Members are able to communicate by using any technology that reasonably allows the Committee Member to participate fully in discussions as they happen in the Committee Meeting and in making decisions, provided that the participation of the Committee Member in the Committee Meeting must be made known to all other Members.

- e) A Committee Member who participates in a meeting:
 - (i) is deemed to be present at the Committee Meeting; and
 - (ii) continues to be present at the meeting for the purposes of establishing a quorum, until the Committee Member notifies the other Committee Member's that they are no longer taking part in the Committee Meeting.

- f) The Committee may pass a resolution outside a committee meeting if:
 - (i) Identical copies of a document are circulated to each Committee Member detailing:
 - 1) Motion
 - 2) Mover
 - 3) Seconded
 - (ii) The document shall be circulated.
 - 1) By email to address on Register of Members and
 - 2) In person
 - (iii) All Committee Member's shall:
 - 1) Return circulated document through email or in person, indicating acceptance or rejection of the motion; or
 - 2) Reply to email, quoting the motion and indicating acceptance or rejection of the motion.
 - (iv) Taken together, all signed copies of the document will constitute the same document.
 - (v) The resolution shall be decided by a majority vote after all Committee Members have cast a vote.

- g) Committee Meetings shall be held monthly.

- h) Special Meetings may be called by the President, Secretary or on the request of three (3) Members of the Committee.

- i) Minutes of the Committee Meeting shall be recorded and made available to Members.

- j) All Members, or other guests, may attend Committee Meetings if invited by the Committee but the person shall not have any right to comment without invitation, or vote on any matter, or to be provided with copies of any agenda, minutes of meetings, or documents presented to such meetings.

- k) No Member of the Committee shall be held to have resigned their position until their resignation, in writing, has been accepted by the Committee.
- l) Committee Vacancies
 - (i) Any vacancy occurring in the Committee as per Section 26 may be filled at a meeting of the Committee when a Member may be elected to fill such a vacancy until the next election provided the Member elected at such Committee meeting shall hold office in the place of, and upon the same terms and conditions as their predecessor, had the latter continued in the office.
 - (ii) In the vacancy of the President then the Deputy President shall become President.
 - (iii) A casual vacancy of Deputy President shall be filled by the Committee from a Member of the Management Committee.
 - (iv) if vacancies in the Management Committee result in the number being less than the required for a quorum, the continuing Committee Members may act to only:
 - 1) increase the number of Members on the Committee to the number required for a quorum; or
 - 2) convene a General Meeting of The Club
- m) The President shall preside at all meetings of the Committee of The Club and, in their absence the Deputy President.
- n) All resolutions of the Committee shall be decided by a majority vote of all those present.
- o) The President has a casting vote in addition to their deliberative vote.
- p) The President or in their absence, the acting President shall be authorised to speak on behalf of The Club.
- q) Any act performed by the Committee, a Sub-Committee or a person acting as a Committee Member is deemed to be valid even if the act was performed when:
 - (i) there was a defect in the appointment of a Committee Member, Sub-Committee or person holding a subsidiary office; or
 - (ii) a Committee Member, a Sub-Committee Member or a person holding a subsidiary office was disqualified from being a Committee / Sub-Committee Member as per Section (24) as a result of bankruptcy or conviction of a relevant criminal offence.
- r) There is to be no alcohol or illegal substance consumption, in accordance with Clubs WA and section 4 Item H & I, prior to or during any Committee

meetings, Annual General Meetings, Special Meetings or other. Should any person attending a Club Meeting be deemed as intoxicated or under the influence of substance use will be told to leave immediately and disciplinary action will be directed by the President.

23) **POWERS OF THE COMMITTEE**

The business of The Club shall be managed by the Committee, who may exercise all powers of The Club except those required to be exercised by the Members at a General Meeting. Without prejudice to the powers conferred by the last preceding rule, the Committee shall be subject to the rules and regulations and have power to do the following things:

- a) To purchase or otherwise acquire any books, newsletters or periodicals and dispose of them as it may see fit.
- b) To determine from time to time the conditions on which and time when, Members may use the property of The Club or any part or parts thereof, and when and under what conditions the premises of The Club or any part or parts thereof, shall be used by the Members.
- c) To determine what person (if any), not being Members of The Club, shall be permitted to use the premises of The Club or any part or parts thereof and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodations.
- d) To appoint any other officials or servants of The Club and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to a paid position, such as Club Manager / Administrator or Approved Bar Manager shall be engaged under a contract, award or Registered and Licensed Clubs Award (2010).
- e) To delegate (subject to such conditions as it thinks fit), any of its delegable powers to Sub-Committee consisting of such Members of the Committee and other Members of The Club co-opted for the purpose as it may determine and to make such regulations as to the proceedings of such Sub-Committees as maybe thought desirables.
- f) To set and monitor any costs and charges as deemed fair and appropriate for the successful running of The Club.
- g) To regulate and control their own meeting and the transaction of business there at.
- h) To pay any servant of The Club any gratuity for faithful and diligent service as deemed fit, to be approved by the Committee.
- i) in accordance with the Rules to suspend, or expel any Member.
- j) To enter into or accept any lease or tenancy of the premises where of The Club shall conduct its affairs or of any future, goods and effects, which may be required for the use of The Club on such terms and on such conditions as The Club may deem expedient.

- k) To take and defend all legal proceedings by or on behalf of The Club and to appoint all necessary Solicitors / Lawyers for any such purpose.
- l) To borrow, raise loans or secure the payment of money, and to sell and dispose of the assets of The Club.
- m) Borrowings totalling in excess of \$100,000.00 must have prior approval by vote at an Annual or Special General Meeting.
- n) To appoint an assistant Treasurer or any other Assistance Officer to assist in the affairs of The Club.
- o) To do and perform any other act, matters and things in connection with or relative to the management of The Club as shall not be these Rules be required to be done by The Club at General Meetings.
- p) To appoint such number of delegates to sporting bodies and associations with which The Club may from time to time be affiliated as may be required by the Rules thereof and such delegates shall hold office in accordance with the Rules of such sporting bodies and associations respectively.
- q) A Committee Member is entitled to be paid out of the funds of The Club for any out-of-pocket expenses if instructed and approved by the Committee to carry out business on behalf of The Club.

24) **ROLE AND RESPONSIBILITIES OF THE COMMITTEE MEMBERS**

- a) Obligations of the Committee
 - (i) The Committee must take all reasonable steps to ensure The Club complies with its obligations under the Act and these Rules;
- b) Responsibility of Committee Members
 - (ii) A Committee Member must exercise their powers and discharge their duties with a degree of care and diligence that a reasonable person would exercise in the circumstances;
 - (iii) A Committee Member must exercise their powers and discharge their duties in good faith in the best interests of The Club and for a proper purpose;
 - (iv) A Committee Member or former Committee Member must not improperly use information obtained to:
 - 1) gain an advantage for themselves or another person; or
 - 2) cause detriment to The Club.

- c) A Committee Member having any material personal interest, i.e. Financial or non-financial interests, in a matter being considered at a Committee Meeting must:
- (v) as soon as that Committee Member becomes aware of the interest, disclose the nature and extent of their interest to The Committee;
 - (vi) disclose the nature and extent of the interest at the next General Meeting of The Club; and
 - (vii) not be present while the matter is being considered at the next General Meeting of The Club; and
- d) Section (24) does not apply in respect of a material personal interest that:
- (viii) exists only because the Committee Member belongs to a class of persons for whose benefit The Club is established; or
 - (ix) the Committee Member has in common with all, or a substantial proportion of, the Members of The Club.
- e) The Secretary, Manager / Administrator must record every disclosure made by a Committee Member under Section (24) in the minutes of the Committee Meeting at which the disclosure is made.
- f) No Committee Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of The Club unless the person is authorised by the Committee to do so and such authority is recorded in the minutes of the Committee Meeting.
- g) No person shall be entitled to hold a position on the Committee if the person is, according to the Interpretation Act section (13D), a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.
- h) No person shall be entitled to hold a position on the Committee if the person has been convicted of, or imprisoned in the previous five years for:
- (i) an indictable offence in relation to the promotion, formation or management of a body corporate;
 - (ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
 - (iii) an offence under Part 4 Division 3 of section 127 of the Act; unless the person has obtained the consent of the Commissioner. As soon as is practicable after a person has ceased to be a Member of the

Management Committee of The Club, all relevant documents, records and security items (including passwords and keys) must be delivered to a Member of the Executive Committee of The Club.

25) **GENERAL PROVISIONS**

- a) No Member shall be entitled to take any legal action against The Club, other than a claim for goods sold and delivered and services rendered and must conform to the decisions of the Committee and in the case of an appeal, to the decision of the General Meeting to which they may appeal.
- b) These Rules shall be the Rules of The Club and shall be binding on Members.
- c) The interpretation of these Rules and any by-laws of The Club shall, unless set aside by a General Meeting called for that purpose, be in the sole determination of the Committee whose decision shall be binding on all Members.
- d) Correct accounts and books shall be kept showing the financial affairs of The Club and the particulars usually shown in books of accounts of a like nature.
- e) The Clubhouse and other Club facilities is to be provided and maintained from the joint funds of The Club and no person shall be entitled under these Rules to derive any benefit or advantage from The Club which is not shared equally by every Member thereof.
- f) Section 25 (e) does not prevent:
 - (i) the payment in good faith of remuneration to any Officer, employee or Member in return for any services rendered to The Club or for goods supplied in the ordinary and usual course of business;
 - (ii) the payment of interest at a rate not exceeding the prevailing market rate published by the Reserve Bank of Australia as the "Cash Rate Target" from time to time on money borrowed from any Member;
 - (iii) the payment of reasonable and proper rent by The Club to a Member for premises leased by the Member to The Club; or
 - (iv) the reimbursement of expenses incurred by any Member or any Committee Member on behalf of The Club;
 - (v) the reimbursement of a Committee Member's travelling and other expenses as properly incurred and approved by The Committee:
 - 1) in attending Committee Meetings or Sub-Committee meetings;
 - 2) in attending any General Meetings of The Club; and

- 3) in connection with The Club's business.
- (vi) The payment of an honorarium to Committee Members as determined by Members by special resolution at an Annual or Special General Meeting.

26) **VACANCY ON THE COMMITTEE**

- a) A casual vacancy occurs in the office of a Committee Member and that office becomes vacant if the Committee Member:
 - (i) dies;
 - (ii) ceases to be a Member;
 - (iii) becomes disqualified from holding a position under Section 24(g) or 24(h) as a result of bankruptcy or conviction of a relevant criminal offence;
 - (iv) becomes permanently incapacitated by mental or physical ill-health;
 - (v) resigns;
 - (vi) is absent from more than;
 - 1) three consecutive Committee Meetings without a good reason; or
 - 2) three Committee Meetings in the same financial year without tendering an apology to the person presiding at each of those Committee Meetings.
 - (vii) is removed from office by resolution at a General Meeting of The Club if a majority of the Members present and with voting rights at the meeting vote in favour of the removal;
 - 1) The Committee Member who faces removal from the Committee must be given a full and fair opportunity at the General Meeting called to decide the proposed resolution, to state their case as to why the Member should not be removed from their position on the Committee.
 - 2) If all Committee Members are removed by resolution at a General Meeting, the Members must, at the same General Meeting, elect an interim Committee.
 - 3) The interim Committee must, within twenty-eight (28) days, convene a General Meeting of The Club for the purpose of electing a new Committee.

27) **SUB COMMITTEES**

The Management Committee may delegate any of its delegable powers to Committees consisting of such Full Members as it thinks fit, provided that no act or decision of any Sub-Committee shall be binding on the Committee or Club until ratified by the Committee. The President and Deputy President shall be ex-officio Members of all Sub-Committees and may attend all meetings. They shall have no vote at such meetings.

28) **DUTIES OF EXECUTIVE COMMITTEE**

a) **PRESIDENT**

- (i) must consult with the Secretary, Manager / Administrator regarding the business to be conducted at each Committee Meeting and each General Meeting.
- (ii) may convene Special Meetings of the Committee under Section 22.
- (iii) may preside over Committee Meetings under Section 22
- (iv) may preside over General Meetings under Section 30, 31; and
- (v) must ensure that the minutes of a General Meeting or Committee Meeting are reviewed and signed as corrected.

b) **DEPUTY PRESIDENT**

The Deputy President shall act in place of the President in the President's absence and shall represent affiliated groups within The Club.

c) **SECRETARY**

- 1) consult with the President about all business to be conducted at meetings and convene General Meetings; and
- 2) keep and maintain in an up-to-date condition the Rules of The Club and any by-laws of The Club;
- 3) maintain the record of office holders of The Club.
Committee Members may nominate a business address, post office box address or email address to be used in the record in place of their personal address;
- 4) keep full and correct minutes of Committee Meetings for approval at the next Management Committee meeting, which will then be stored and distributed to all Committee Members;
- 5) keep full and correct minutes of General Meetings, which will be distributed to all Members within twenty-eight (28) days of the General Meeting via email and will be tabled for adoption at the next General Meeting; and

- 6) perform any other duties as are imposed by these Rules or The Club.

d) **TREASURER / FINANCIAL MANAGER**

The Treasurer must:

- 1) ensure all monies payable to The Club are collected, and that receipts are issued for those monies in the name of The Club.
- 2) ensure the payment of all monies into the account or accounts of The Club as the Committee may from time to time direct;
- 3) ensure timely payments from the funds of The Club with the authority of a General Meeting or of the Committee, with all cheques, drafts bills of exchange, promissory notes and other negotiable instruments of The Club signed by either:
 - a) Two (2) Committee Members; or
 - b) One (1) Committee Member and a person authorised by the Committee.
- 4) ensure that The Club complies with the account keeping requirements in Part 5 of the Act;
- 5) ensure the safe custody of the Financial Records of The Club and any other relevant records of The Club;
- 6) Coordinate the preparation of the financial statements or financial report, as imposed on The Club under Part 5 of the Act, prior to their submission to the Annual General Meeting of The Club;
- 7) assist the reviewer or auditor (if any), in performing their functions; and
- 8) perform any other duties as are imposed by these Rules of The Club as the Treasurer.

29) **CLUB MANAGER / ADMINISTRATOR**

Club Manager / Administrator must:

- 1) co-ordinate the correspondence of The Club; Committee Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting;
- 2) maintain the register of the Members including the email, street, postal address or information by means of which contact can be made of each Member.
- 3) update the register within twenty-eight (28) days of new Members, Members resigning, Members suspended / expelled and in the latter

case, include date in which the Member ceases and reasons for cessation of Membership.

- 4) ensure the safe custody of the Books, with the exception of the Accounting Records, of The Club.
- 5) perform any other duties as are imposed by these Rules or The Club.

30) **ANNUAL GENERAL MEETINGS**

- 1) The Annual General Meeting of Members shall be held every calendar year, within six (6) months after the end of the financial year. Notice of the meeting and agenda items including special notices of motion must be posted on The Club notice board for four (4) weeks before the date of the meeting and sent to every Member via electronic mail or post.
- 2) The notice sent to Members must:
 - a) specify the date, time and place of the meeting; and
 - b) indicate the general nature of each item of business to be considered at the meeting; and
 - c) the names of the Members who have nominated for election to the Committee under Rule 21 (d); and
 - d) if a special resolution is proposed:
 - 1) set out the wording of the proposed resolution as required by the Act; and
 - 2) state that the resolution is intended to be proposed as a special resolution
- 3) 10% of financial Full and Life Members present in person shall form a quorum. In the case of insufficient Members to form a quorum being present after thirty (30) minutes following the advertised start time for an Annual General Meeting, said meeting will be automatically adjourned to re-convene at the same time seven (7) days later and shall proceed with or without a quorum.
- 4) The order of business at the Annual General Meeting shall be as follows:
 - a) Reading notice of meeting.
 - b) Reading minutes of the last Annual General Meeting and any other General Meeting not yet confirmed and confirming or amending same.
 - c) Reading Presidents Report, discussion and adoption of otherwise.

- d) Reading Statement of Accounts and Balance Sheet to be received or otherwise.
- e) Declaration of ballot and election of new Management Committee.
- f) Election of Club Patrons - see definitions.
- g) Special Business of which Notices of Motion has been given.
- h) Any questions are to be on notice twenty-eight (28) days prior to the Annual General Meeting, and in writing to be raised at the Annual General Meeting.

31) SPECIAL GENERAL MEETINGS

- a) The Management Committee may, at any time call a Special General Meeting. A Special General Meeting shall also be called by the Committee on a requisition signed by no less than twenty (20) Members signatures on the petition stating in detail the purpose of the meeting. Notice of the meeting, a copy of the requisition and notice of motion shall be posted in the building for at least fourteen (14) days before the date of the said meeting and distributed to all Members electronically.
- b) Only business of which notice shall have been given as above, or in accordance with these rules, shall be transacted at a Special General Meeting.
- c) 10% of financial Full and Life Members present in person shall form a quorum.
- d) Except in the case of Special General Meeting called by Members where the meeting will lapse, if insufficient Members to form a quorum being present after thirty (30) minutes following the advertised start time for a Special General Meeting, said meeting will be automatically adjourned to re-convene at the same time seven (7) days later and shall proceed with or without a quorum.

32) PROCEDURES AT GENERAL MEETING

- a) The President shall preside over an Annual General Meeting or in their absence, the Deputy President, or in the case of absence the Members present shall elect a Chairperson from those present.
- b) The Chairperson shall have a casting vote and shall decide all questions of order unless otherwise provided by these rules.
- c) All Notices of Motion for consideration at the Annual General Meeting must be handed to the Secretary, Manager / Administrator in writing no less than twenty-eight (28) days prior to the date set for said meeting.

33) **GENERAL PROVISIONS FOR GENERAL MEETINGS**

- a) General Meetings may take place:
 - (i) where the Members are physically present together; or
 - (ii) where the Members are able to communicate by using any technology that reasonably allows the Member to participate fully in discussions as they happen in the General Meeting and in making any decisions, provided that the participation of the Member in the General Meeting must be made known to all other Members.
- b) A Member who participates in a meeting as set out in Section 15:
 - (i) is deemed to be present at the General Meeting; and
 - (ii) continues to be present at the meeting for the purposes of establishing a quorum;
 - (iii) until the Member notifies the other Members that they are no longer taking part in the General Meeting
- c) The Chair of the meeting shall be the Club President or if not available a person nominated and elected by the Members present;
- d) Only Members with voting rights, as per the constitution will be permitted to vote on matters at the Annual Meeting.
- e) At any General Meeting unless a poll is requested by at least three (3) Members with voting rights, a declaration by the Chair that a resolution has been carried or lost, and an entry to that effect in the minutes of The Club shall be sufficient evidence of the decision.

34) **SUPPLY OF LIQUOR - LIQUOR CONTROL ACT TO BE OBSERVED**

- a) The Club will maintain a Club License under the current Liquor Control Act and its amendments.
- b) The Club shall ensure an Approved Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Control Act.
- c) The Club shall be open for sale of liquor during such hours as the Committee shall from time to time determine and as permitted under the Liquor Control Act.
- d) No liquor shall be sold or supplied to any juvenile.
- e) The Club may allow visitors onto the premises, as per the requirements of the Liquor Control Act.

- (i) Visitors shall not be entitled to be present at any meeting of the Members of The Club, nor have any right, title or interest in or to any of the property of The Club.
 - (ii) Visitors will be subject to withdrawal by any Club Official, including bar persons, acting on the best interests of The Club.
 - (iii) An up-to-date register of visitors must be continually available for inspection at The Club premises by authorised Officers.
- f) No liquor shall be sold or supplied for consumption other than on the Club's premises, unless the Member purchasing it removes such liquor from the premises of The Club.
 - g) The Club may seek an Extending Trading Permit - Associations to add local Associations as users of The Club facility to hold their functions.

35) **DICIPLINARY ACTION**

Where the incident complained of is not one that required Police involvement or one that was considered a breach of the Liquor Control Act, the Managing Committee will initiate an inquiry to be made into the complaint to enable a fair and just outcome to be made.

- a) Such inquiry to include an examination of all witnesses to the incident.
- b) Where evidence is provided to the committee, consistent with natural justice, the charged member (and / or their representative) be present and permitted to refute, challenge or explain their actions.
- c) The primary outcome of any such hearing remains one of reconciliation and understanding rather than a blame and punishment resolution. The latter however is deemed an outcome of last resort when no other options appropriate.

35.1 **SUSPENSION OR EXPULSION OF MEMBERS**

- a) The Committee may decide to suspend a Member's membership or to expel a Member from The Club if:
 - (i) the Member contravenes any of these Rules; or
 - (ii) the Member acts detrimentally to the interests of The Club
- b) The Secretary, Manager / Administrator must give the Member written notice of the proposed suspension or expulsion at least fourteen (14) days before the Committee meeting at which the proposal is to be considered by the Committee.
- c) The notice given to the Member must state:
 - (i) when and where the Committee Meeting is to be held; and

- (ii) the grounds on which the proposed suspension or expulsion is based; and
 - (iii) that the Member, or the Member's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral, (or both written and oral), submissions to the Committee about the proposed suspension or expulsion;
- d) At the Committee Meeting, the Committee must:
- (i) give the Member, or the Member's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Committee about the proposed suspension of expulsion; and
 - (ii) give due consideration to any submissions so made; and
 - (iii) decide:
 - * whether or not to suspend the Member's membership and, if the decision is to suspend the membership, the period of suspension; or
 - * whether or not to expel the Member from the The Club.
- e) A decision of the Committee to suspend the Member's membership or to expel the Member from The Club takes immediate effect.
- f) The Committee must give the Member written notice of the Committee's decision, and the reasons for the decision, within seven (7) days after the Committee meeting at which the decision is made.
- g) A Member whose Membership is suspended or who is expelled from The Club may, within fourteen (14) days after receiving notice of the Committee's decision give written notice of appeal requesting an appeal hearing. If notice is given, then the appeal is to be heard by a neutral committee. i.e. New Appeals Panel to the Secretary requesting the appointment of a Mediator under Rule 35.

35.2 CONSEQUENCE OF SUSPENSION

- 1) During the period a Members Membership is suspended, the Member:
 - a) loses any rights (including voting rights) arising as a result of membership; and
 - b) is not entitled to a refund, rebate, relief or credit for Membership Fees paid, or payable, to The Club.
- 2) When a Members Membership is suspended, the Secretary must record in the Register of Member's:
 - a) that the Members Membership is suspended; and
 - b) the date on which the suspension takes effect; and

- c) the period of the suspension
- 3) When the period of the suspension ends, the Secretary must record in the Register of Member's that the Members Membership is no longer suspended.

36) **DISPUTE RESOLUTION**

a) **Disputes Arising under the Rules**

- (i) Section 35 (a) applies to:
 - 1) Disputes between Members; and
 - 2) Disputes between The Club and one or more Member's that arise under the Rules or relate to the Rules of The Club. This does not include disciplinary matters undertaken with Club Members, which are covered only under Section 35.1 of The Club Constitution.
- (ii) The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party;
- (iii) If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this Rule by giving written notice to the Secretary / Manager of the parties to, and details of, the dispute;
- (iv) The Secretary, Manager / Administrator must convene a Committee meeting within twenty-eight (28) days after the Secretary, Manager / Administrator receives notice of the dispute under Section 35.1 (a) for the Committee to determine the dispute;
- (v) At the Committee meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both;
- (vi) The Secretary, Manager / Administrator must inform the parties to the dispute of the Committee's decision and the reasons for the decision within seven (7) days after the Committee Meeting referred to in Section 35 (a);
- (vii) If any party to the dispute is dissatisfied with the decision of the Committee, they may elect to initiate further dispute resolution procedures as set out in the Rules.

b) **MEDIATION**

- (i) Section 35 applies:
 - 1) where a person is disqualified with a decision made by the Committee under Section 35 or Section 36 (a); or

- 2) where a dispute arises between a Member or more than one Member and The Club and any party to the dispute elects not to have the matter determined by the Committee.
- (ii) Where the dispute relates to a proposal for the suspension or expulsion of a Member this Rule does not apply until the procedure under Section 35 in respect of the proposed suspension or expulsion has been completed.
- If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Section 35, or a party to the dispute is dissatisfied with a decision made by the Committee under Section 35, a party to a dispute may;
- 3) Provide written notice to the Secretary, Manager / Administrator of the parties to, and the details of, the dispute;
 - 4) Agree to, or request the appointment of, a mediator.
- (iii) Party, or parties requesting the mediation must pay the costs of the mediation;
- (iv) The mediator must be:
- 5) a person chosen by agreement between the parties; or
 - 6) in the absence of agreement;
 - a) If the dispute is between a Member and another Member - a person appointed by the Committee; or
 - b) if the dispute is between a Member or more than one Member and The Club, the Committee or a Committee Member then an independent person who is a mediator appointed to, or employed with, a not-for-profit organisation.
- (v) A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute;
- (vi) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (vii) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the Mediator at least five (5) days before the mediation session.
- (viii) The Mediator, in conducting the mediation, must:
- 7) give the parties to the mediation process every opportunity to be heard;

- 8) allow all parties to consider any written statement submitted by any part; and
 - 9) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (ix) The Mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

c) **INABILITY TO RESOLVE DISPUTES**

If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

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