



**Kalamunda District Bridge Club Inc.  
CONSTITUTION**

May 2017



# CONSTITUTION

---

## 1 Table of Contents

1	NAME.....	2
2	OBJECTS .....	2
3	POWERS OF THE MANAGEMENT COMMITTEE .....	2
4	CLUB INCOME .....	3
5	PROPERTY .....	3
6	FINANCIAL YEAR .....	3
7	MEMBERS.....	4
7.1	MEMBERSHIP .....	4
7.2	QUALIFICATION FOR ORDINARY MEMBERSHIP .....	5
7.3	LIFE MEMBERS.....	5
7.4	JUNIOR MEMBERSHIP.....	5
7.5	RIGHT TO VOTE .....	5
7.6	CESSATION OF A MEMBERSHIP .....	6
7.7	SUBSCRIPTIONS .....	6
7.8	NOMINATION FEES .....	6
7.9	PAYMENT OF FEES .....	6
8	PAYMENT OF OTHER DEBTS .....	6
9	USE OF CLUB FACILITIES - OBLIGATIONS OF MEMBERS AND GUESTS .....	7
10	MANAGEMENT COMMITTEE .....	7
11	ELECTION OF MANAGEMENT COMMITTEE.....	8
12	DUTIES OF THE EXECUTIVE OFFICERS OF THE MANAGEMENT COMMITTEE.....	9
13	RESIGNATION OF COMMITTEE .....	10
14	ANNUAL GENERAL MEETING .....	10
15	AUDITORS .....	11
16	SPECIAL GENERAL MEETINGS.....	11
17	MANAGEMENT COMMITTEE MEETINGS .....	11
18	QUORUMS .....	11
19	COMPLAINTS AGAINST MEMBER'S CONDUCT.....	11
20	RESOLVING DISPUTES .....	12
21	BY-LAWS, CLUB POLICY AND STANDING ORDERS .....	14
22	FINANCIAL CONTROL AND BANKING SYSTEM.....	14
23	DEBENTURES .....	15
24	LEVIES.....	15
25	DISSOLUTION.....	15
26	INTERPRETATION OF THE CONSTITUTION.....	16
27	ALTERATION TO CONSTITUTION.....	16
28	COMMON SEAL .....	16
29	MISCELLANEOUS .....	16



# CONSTITUTION

---

This Constitution was adopted at the Special General Meeting of financial Club Members held on 31 May 2017 and supersedes any previous Constitution.

## 1 NAME

- a) The Club will be an Incorporated Association and comply with the *Associations Incorporation Act 2015*, its amendments and subsidiary legislation hereinafter referred to as "the Act", and will be called the "Kalamunda District Bridge Club Inc." hereinafter referred to as "the Club".
- b) Its Registered Office will be situated at 56 Ledger Rd, Gooseberry Hill WA.

## 2 OBJECTS

- a) To promote and encourage the game of duplicate bridge.
- b) To conduct duplicate bridge events and competitions under the supervision of Tournament Directors, in accordance with the World Bridge Federation Laws of Duplicate Bridge, and the rules and regulations of the Australian Bridge Federation Incorporated and the Bridge Association of Western Australia Incorporated.
- c) To take part wherever possible in competitions organised by the Bridge Association of Western Australia Incorporated.
- d) To carry out any other activities that the Club deems desirable for the furtherance of the foregoing Objects.

## 3 POWERS OF THE MANAGEMENT COMMITTEE

The regulation, control and administration of all business of the Club will be vested in the Management Committee of the Club with the power to do all such things as are necessary, incidental or conducive to the attainment of the Objects of the Club and will include the following powers:

- a) To invest monies of the Club not immediately required for any of its Objects, upon such securities and in such manner as may be determined.
- b) To borrow, raise or secure the payment of money in such manner and on such terms as the Management Committee think fit, in particular to execute mortgages, bills of sale, charges or other securities charged upon all or any of the Club's property and to purchase, redeem, pay off or agree to a variation of all or any such securities.
- c) To purchase, take on lease or in exchange, hire or otherwise acquire or deal with for such consideration as may be deemed fit any property or assets real or personal, or any rights or privileges which may be considered of benefit to the Club, subject to the limitations of clause 22(d).
- d) To layout, construct, maintain and alter any ground for approved other pastimes necessary or convenient for the Objects of the Club.
- e) To establish, maintain and administer the Club for the benefit of the Members of the Club and to provide a Clubhouse and other conveniences and generally to afford all the privileges, advantages and conveniences of the Club to the Members and their guests.
- f) To enter into contracts of service or hire and to engage and dismiss staff.
- g) To establish sub-committees to undertake specific tasks. Sub-committees will consist of financial Members, assisted by paid or unpaid external parties as required.



## CONSTITUTION

---

- h) To do all such other acts, matters and things which are incidental or conducive to the attainment of all or any of the above Objects.
- i) To authorise the allocation from Club funds, petty cash holdings to those officers of the Management Committee or sub-committees as is deemed appropriate, but not to exceed the equivalent of seven times the current Ordinary Membership annual subscription for any one officer or sub-committee, to facilitate the payment for small expenditures incurred in the management of the Club's affairs.
- j) To promote, organise and conduct approved entertainments or other functions inclusive of raffles and/or lotteries where legally permitted, for the raising of funds for the purpose of furthering the Objects of the Club.

### 4 CLUB INCOME

The Club is a not-for-profit organisation. The income of the Club, however derived, will be applied solely towards the promotion of the Objects of the Club, and no portion thereof will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise or by way of profit to persons who are or have been Members of the Club, or any person claiming through any of them.

**Note:** No Member will be entitled to derive any benefit or advantage from the Club which is not shared equally by every other Member thereof. This will not prevent the payment in good faith of remuneration to any officer or servant of the Club or to any Member thereof, or other person in return for any services actually rendered or value given to the Club, nor prevent the payment of interest on money borrowed from any Member of the Club.

### 5 PROPERTY

The following Property and Conditions of the Club will belong to the general body of the Members and no person who resigns or is expelled from the Club or otherwise ceases to be a Member of the Club will have any claim whatsoever on the Property or assets of the Club.

- a) The Club holds in fee simple by Crown Grant at the yearly rent of one peppercorn all that parcel of land situated and being in the Town of Kalamunda containing 3250 square metres, more or less, marked and distinguished as Kalamunda Lot 594 which is granted under Certificate of Title Vol. 1599 folio 49.
- b) The aforesaid land will be used and held solely in trust by the Club for a "Club Site" and will not be used for any other purpose without the express approval of the Minister responsible for the *Land Administration Act 1997* and any subsequent amendments.
- c) The aforesaid land complies with the current zoning for purposes of "Club Site" under the Shire of Kalamunda District Planning Scheme No, 2.
- d) The Club has erected upon the aforesaid land premises of substantial value and content for its sole use and purpose as a "Clubhouse".
- e) In the event of dissolution and winding up of the Club the aforesaid restrictions and purposes will be complied with in the settlement and disposal of the Club's property pursuant to clause 25 of this Constitution.

### 6 FINANCIAL YEAR

The Financial Year of the Club will be from the first day of July to the thirtieth day of June in the following year.



# CONSTITUTION

---

## 7 MEMBERS

All persons aged 10 years or more will be eligible to become a Member of the Club under one of the following categories:

- a) Ordinary Member,
- b) Life Member, or
- c) Junior Member,

provided that the Management Committee will always at its discretion be entitled to refuse any application for Membership.

### 7.1 MEMBERSHIP

- a) Membership is open to a person interested in those approved activities conducted by the Club and listed in clause 2. Any person nominated to become a Member of the Club will sign an application in such form as may be prescribed by the Management Committee. The application on the prescribed form must be fully completed and forwarded to the Secretary of the Club, together with the subscription and nomination fee for the category of Membership applied for.
- b) The names of the Membership applicants, together with names of the Members who propose and second the applicants, will be displayed on the Club notice board for a period of not less than seven days before considering the nomination, and an interval of not less than 14 days will elapse between nomination and considering the nomination. Any objection to any nomination will be submitted in writing to the Club Secretary prior to the meeting of the Management Committee.
- c) No person who is under suspension or who has been expelled from the Club or any other Incorporated Club will be admitted as a Member. A candidate who has been rejected for Membership cannot be proposed as a Member until after an interval of 12 months following the date of rejection.
- d) All applications for Membership other than Life Members will be approved and accepted by the Management Committee by way of vote. A majority of adverse votes will be required to exclude the applicant from Membership.
- e) Consideration of Membership applications will take place at the Management Committee's regular or special meeting and will be recorded in the minutes of the meeting.
- f) The Secretary will notify all applicants upon their acceptance or rejection. Upon acceptance, the Member will be supplied with a copy of the Club constitution or will be directed to obtain a copy of the Club constitution from the Club website.
- g) A person whose application for Membership is accepted will be deemed to have subscribed to this Constitution upon receipt by them of notice of admission to Membership of the Club.
- h) The Club will keep an up to date Register of all Members in accordance with Part 4, Division 5 of the Act.
  - i. The Register must be continually available for inspection at the Club premises by authorised officers.
  - ii. Residential, postal or email address can be nominated for the Members Register.
  - iii. The Register will be updated to record any Members' resignation, suspension or expulsion from the Club.



## CONSTITUTION

---

- iv. Members may inspect the Register in accordance with sections 54, 56 and 57 of the Act.

### 7.2 QUALIFICATION FOR ORDINARY MEMBERSHIP

Applications for Ordinary Membership may be approved by the Management Committee only if the applicant is 18 years of age or more on the date of signing the application.

### 7.3 LIFE MEMBERS

- a) The Management Committee may nominate a Member for Life Membership in consideration of special services rendered to the Club, provided that such Member has completed 10 years Membership with the Club.
- b) Life Members will be elected at an Annual or Special General Meeting. Such Members will become Life Members upon resolution to that effect being carried by a 75% majority of those Members attending and entitled to vote at such meeting.
- c) They will enjoy all privileges and rights of an Ordinary Member but will not be liable for any payment of an annual subscription other than any call under clause 24 or any necessary fee required for participation in any activity conducted by the Club.

### 7.4 JUNIOR MEMBERSHIP

- a) Participation in club events, competitions and activities by Junior Members will be subject to supervision by a parent or guardian at all times.
- b) Persons between the age of 10 and 18 years may make application to the Club as a Junior Member.
- c) Applications will be in writing on the prescribed form, signed by the applicant and their parent or guardian, and will be accompanied by the required subscription and nomination fee as set down for Junior Members.
- d) Junior Members will have no voice in the management of the Club and will not be entitled to hold office on the Management Committee of the Club, nor vote at any poll of the Club, but will in all other respects conform to and be bound to this Constitution and By-Laws of the Club.
- e) Junior Members will not be entitled to nominate or second any application for Membership of the Club or have the authority to invite guests to the Club.
- f) Junior Members will only occupy such premises or use such facilities of the Club as may be directed by the Management Committee.

### 7.5 VOTING AND OTHER RIGHTS

- a) All Members will be advised of general meetings.
- b) Each financial Ordinary and Life Member present at a general meeting will be entitled to one vote.
- c) Only financial Ordinary and Life members will have the right to propose motions, speak on any motion and take part in any debate or discussion on any matter which is before the meeting.
- d) Persons who are not Ordinary members may address the meeting at the discretion of the Chair.



## CONSTITUTION

---

### 7.6 CESSATION OF A MEMBERSHIP

- a) A person who has resigned from the Club remains liable for all debts that are owed to the Club.
- b) No person who ceases to be a Member of the Club will have any claim, monetary or otherwise, on the club, its funds, or property, except to the extent of any debt owing by the Club to such person.

### 7.7 SUBSCRIPTIONS

All Members will pay subscription fees as recommended by the Management Committee and as agreed to by Members at the Annual General Meeting and subject to the following:

- a) A Member will be required to pay their full subscription fee except upon their appointment to Life Membership or subject to the provisions of clause 7.7(b).
- b) Where a Member is accepted in the first half of the Club's Financial Year, the subscription will be full Membership fee. Where a Member is accepted in the second half of the Club's Financial Year, the subscription will be half membership fee.

### 7.8 NOMINATION FEES

Membership of the Club is subject to:

- a) All applications for Membership of the Club will be accompanied by a nomination fee. Nomination fees will be paid to the Club before any consideration can be given to the application by the Management Committee.
- b) Should the application for Membership be refused, the nomination fee will be returned to the unsuccessful applicant.

### 7.9 PAYMENT OF FEES

- a) Nomination fees and subscriptions for each year will be determined by the Management Committee. These fees will be recommended to Members by the Management Committee and voted upon at the Club's Annual General Meeting.
- b) The annual subscription will be due and payable on the first day of the Financial Year, subject to the provisions of clauses 7.7(a) and 7.7(b).
- c) Any Member remaining unfinancial for thirty days after the due date, and who has not made arrangements with the Secretary, will not be entitled to enjoy the privileges of the Club until such subscriptions are paid.
- d) Any notification of due payment of subscriptions will be sufficient if sent to the last notified residential, postal or email address of the Member.
- e) Any Member resigning from the Club is liable for all debts due to the date of resignation.

### 8 PAYMENT OF OTHER DEBTS

- a) All debts due to the Club by Members, other than Membership Fees must be paid on written demand as authorised by the Management Committee.
- b) Should a Member's debt to the Club remain outstanding for a period longer than six months, the Management Committee will have the power to cancel the debtor's Membership without notice.
- c) The Club will have the power to offset any debts including subscriptions due to it by any Member against any monies due by the Club to that Member.



## CONSTITUTION

---

### 9 USE OF CLUB FACILITIES - OBLIGATIONS OF MEMBERS AND GUESTS

The Management Committee, either by itself or through a sub-committee, will have the power to use the Club facilities to conduct and organise any entertainment or social functions as it deems necessary in the interests of the Club, provided that all Members will be entitled to attend such functions.

- a) No person other than an employee of the Club or a Member properly approved and accepted under the constitution will be allowed in the Clubhouse or on the grounds of the Club except as provided in Sub-clause (b) of this Section.
- b) No person other than a Member of the Club will use the facilities of the Club except:
  - i. Members of affiliated clubs or teams properly invited by the Management Committee.
  - ii. Professional coaches/trainers and their assistants, when employed by the Club, or any other person who provides coaching services with permission of the Management Committee.
  - iii. Any person who is not a Member may participate in Club activities upon complying with any conditions stipulated in the Club By-Laws and the Management Committee.
- c) All Ordinary Members will have the right to use any of the facilities of the Club subject to the direction of the Management Committee.

### 10 MANAGEMENT COMMITTEE

- a) The Management Committee will consist of the following officers of the Club who will be Ordinary or Life Members appointed or elected in a voluntary capacity. If appointed by the Management Committee as part or full time employee, such officer need not be a Member of the Club.
  - i. President
  - ii. Vice President
  - iii. Treasurer
  - iv. Secretary
  - v. Five Committee Members
  - vi. A Club director
- b) The President, Vice-President, Treasurer and Secretary will comprise the Club's executive officers.
- c) The Management Committee will appoint a Club director as an ex officio member of the Management Committee. Such appointments will be for a term of one year.
- d) No person may hold more than one position on the Management Committee.
- e) No person will be entitled to hold a position on the Management Committee if the person:
  - i. has been convicted of, or imprisoned in the previous five years for:
    - A. an indictable offence in relation to the promotion, formation or management of a body corporate,
    - B. an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months, or
    - C. an offence under part 4 Division 3 or Section 127 of the Act; unless the person has obtained the consent of the Commissioner; or





## CONSTITUTION

---

- ii. is, according to the *Interpretation Act 1984* section 13D, a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.
- f) The Management Committee will have the power to appoint another Member to fill any casual vacancies which may occur due to the relinquishment of a position by death, or failure to attend three meetings without leave of absence, or by resignation. In the event that all positions are not filled at the Annual General meeting, the Management Committee will have the power to co-opt as necessary to fill such vacancies.
- g) 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:
  - i. disclose the nature and extent of his or her interest to the Committee as soon as they become aware of that interest.
  - ii. disclose the nature and extent of the interest at the next General Meeting of the Club; and
  - iii. not be present while the matter is being considered at the Committee meeting or vote on the matter.
- h) The Management Committee may be removed by a majority vote at a Special General Meeting and a new Management Committee appointed in its place for the remainder of the term.

### 11 ELECTION OF MANAGEMENT COMMITTEE

- a) Club Members, who are entitled to vote, will elect the executive officers and Members of the Management Committee in accordance with the rules described in this clause.
- b) The executive officers of the Management Committee, if in a voluntary position, will be elected for a term of two years and Committee Members will be elected for a term of one year.
- c) The nomination of candidates for the positions of executive officers and Committee Members of the Club will be called for from the Life and Ordinary Members, at least six weeks prior to the Annual General Meeting at which their election is to occur. The nomination will only be lawful if the nominee, proposer and seconder have signed the necessary form and it is lodged with the Secretary by 5.00pm at the close of nominations, being not less than 21 days prior to the Annual General Meeting. They will be validated by the Secretary within seven days of receipt and immediately posted on the notice board for Members' perusal.
- d) If the required number of officers have nominated, those so nominated will be declared elected. If more than the required number is nominated, a ballot will be conducted in accordance with the Club By-Laws.
- e) Except for appointments under clause 10(h), all officers of the Club will hold office for their duly elected period, but should it be necessary to fill a vacancy during such period, such vacancy will be filled by the candidate who had obtained the next highest number of votes after the officers elected under clause 11(d) above and in the absence of any such candidates, such vacancy may be filled by the Management Committee in accordance with clause 10 (f) above.
- f) Newly elected officers, except the President, will take office at the conclusion of the Annual General Meeting at which the results of the election will be announced. The President will take office on the declaration of the ballot by the returning officer and will chair the Annual General Meeting from that point in time.



## CONSTITUTION

---

- g) Should the positions of Secretary or Treasurer be required to be filled as paid positions, then these officers will be employed by the Management Committee and not appointed by election as prescribed in this Constitution.

### **12 DUTIES OF THE EXECUTIVE OFFICERS OF THE MANAGEMENT COMMITTEE.**

a) **PRESIDENT**

The President will preside at all General and Management Committee meetings of the Club and will be an ex officio member of all sub-committees of the Management Committee. The President may direct the Secretary to call committee meetings and General Meetings and see that business is conducted in the interests of the Club towards the attainment of its Objects and that all activities are in accordance with the Club Constitution, By-Laws and Standing Orders. The President will, on written request in accordance with clause 16(a), direct the Secretary to call a Special General Meeting to discuss the business contained in such requests.

b) **VICE PRESIDENT**

The Vice President will attend and assist the President at all meetings of the Club and, in the President's absence, will chair and conduct the business of those meetings. They will perform all the functions of the President pro tem, if the President is unable to perform same.

c) **SECRETARY**

The Secretary will attend all Management Committee meetings unless excused and keep minutes of same, receive all correspondence and answer such questions as may be asked in accordance with the Constitution. In addition, they will at a minimum:

- i. Keep a record of all inwards correspondence and a copy of all outwards correspondence.
- ii. Obtain from the Treasurer, a copy of the financial statements to be presented to the Annual or General Meetings.
- iii. Have the right to speak and to vote at all meetings of the Club except on the appointment of Auditor or Auditors or other matters in which the Secretary has a vested interest.
- iv. Keep, or cause to be kept, a record of all By-Laws as approved by the Management Committee.
- v. At the Annual General Meeting, post a list of financial Members as at the close of the preceding Financial Year.
- vi. Obtain approval from the Department of the Public Service principally assisting in the administration of the Act for any change in the Club's appointment of Club Auditor.

d) **TREASURER**

The Treasurer will oversee the receipt and banking of all monies belonging to the Club into such financial institutions as approved by the Management Committee in the name of the Club. In addition the Treasurer will:

- i. Perform and properly record the financial transactions of the Club in a manner acceptable to the Management Committee. Such records will be available for inspection by the Management Committee at all reasonable times.



## CONSTITUTION

---

- ii. Balance the financial records at least quarterly and present the financial results to the relative monthly meeting of the Management Committee.
- iii. Present the financial results for the year to Members at the Annual General Meeting and table an audited copy of the financial statements for the year with the Auditor's Certificate and Report attached.
- iv. Ensure that the Club complies with the account keeping requirements in Part 5 of the Act.

**Note:** If the Treasurer holds office as a paid servant of the Club, the Management Committee may delegate additional duties to the position as it may determine.

### 13 RESIGNATION OF COMMITTEE

In the event of the resignation of the Management Committee, the management of the affairs of the Club will be vested in the executive officers, who will be deemed responsible to exercise all powers vested in the Management Committee until the holding of a Special General Meeting convened for the purpose of electing their successors. Such Special General Meetings will be held within 21 days after receipt of such resignations.

### 14 ANNUAL GENERAL MEETING

- a) The Annual General Meeting of Members will be held every calendar year within six months after the end of the Club's Financial Year. Notice will be prominently displayed on the Club notice board at least three weeks prior to the Annual General Meeting.
- b) At least 21 days' notice thereof will be given to all Ordinary and Life Members to attend the Annual General Meeting.
- c) Notices of Motion must be posted on the Club notice board seven days prior to the Annual General Meeting. Notices of Motion must be signed by the proposer and seconder of the Motion.
- d) The order of business of the Annual General Meeting will be as follows:
  - i. Open meeting, welcome, record attendances and apologies;
  - ii. Minutes of previous General Meetings and/or Annual General Meeting to be signed as a true record of those proceedings;
  - iii. Any business arising from minutes;
  - iv. Treasurer's and Auditor's Report and adoption thereof;
  - v. President's Report for the year and adoption thereof;
  - vi. Declaration of ballots for election;
  - vii. Appointment of Auditor;
  - viii. Assumption of office by incoming President;
  - ix. Ratification of subscriptions, joining fees, etc;
  - x. Consideration of, and voting on, any Motions on Notice;
  - xi. General business; and
  - xii. Closure.
- e) If a quorum equal to 10% of the financial Ordinary and Life Membership is not present, the meeting will stand adjourned until the same day and hour of the following week. If at such adjourned meeting there is no quorum, those present will be deemed competent to charge the business of the meeting.



## CONSTITUTION

---

### 15 AUDITORS

- a) At the Annual General Meeting each year a qualified Auditor or firm of Auditors will be appointed.
- b) The Auditor will certify as to the correctness of the financial statements and furnish the Treasurer with a report as to the financial state of the Club. The Auditor(s) on finding any deficiency in money or effects or unsatisfactory trend in the Club's business will state those particulars in the report.

### 16 SPECIAL GENERAL MEETINGS

- a) The Secretary will call a Special General Meeting within 14 days of being directed to do so by the President or the Management Committee, or upon receiving a written request, setting forth the objects of such Meeting, signed by not less than 10% of financial Ordinary and Life Members.
- b) Members will be notified not less than seven days before the date of the Meeting.

**Notes:**

- i. Only business of which notice has been given will be discussed at such Meeting.
- ii. A quorum for such meeting will be as for an Annual General Meeting specified in clause 14(e) above.
- iii. In the absence of a quorum, the Meeting will be adjourned as per clause 14(e) above.

### 17 MANAGEMENT COMMITTEE MEETINGS

- a) The executive officers will have the power to call meetings of the Management Committee whenever it is deemed necessary.
- b) Meetings of the Management Committee will be held at least every six weeks.
- c) Any member of the Management Committee absenting themselves from three consecutive meetings without leave of absence, may, by a majority vote of the Management Committee, forfeit their position and term of office. The Management Committee will have the power to appoint or co-opt another to the vacancy so caused, to act for the remainder of the term in accordance with clause 10(f) above.
- d) Minutes will be recorded for all Management Committee meetings. A draft copy of those Minutes will be posted on the Club notice board within 14 days of the meeting.
- e) All resolutions of the Management Committee will be decided by the majority vote of all those present. In the case of equality of votes, the proposal before the Committee will be decided by the casting vote of the President/Chair.

### 18 QUORUMS

- a) At the Annual General Meeting and all Special General Meetings, 10% of financial Ordinary and Life Members will constitute a quorum.
- b) A quorum at a meeting of the Management Committee will be six Members, excluding the Secretary and Treasurer, if such officers are paid officers.

### 19 COMPLAINTS AGAINST MEMBER'S CONDUCT

- a) Any complaint against the conduct of a Member of the Club will be made in writing to the Secretary who will call a meeting of the Management Committee within ten days of the receipt of the complaint. The Management Committee may appoint a tribunal to deal with the matters complained about.



## CONSTITUTION

---

- b) Any Management Committee Member who is involved in, or has a personal or pecuniary interest in the complaint, will not form part of that tribunal.
- c) The Secretary will give to the Members involved in the complaint, seven days' notice in writing of the details of the complaint and of the meeting at which the complaint is to be dealt with by the tribunal.
- d) The tribunal will follow the principles of natural justice in dealing with the matter. The involved Members may call witnesses for their defence and be allowed to offer reasons or justification for their conduct.
- e) Where possible, all complaints must be registered with the Secretary within 48 hours of the complaint arising and confirmation in writing lodged with the Secretary within five days.
- f) The Management Committee may, based on the recommendations of the tribunal, fine the Member a sum not exceeding three times the Member's annual Club subscription plus any damages or costs incurred.
- g) It may also suspend or expel the Member if, in the tribunal's judgment, the Member has committed any breach of the Constitution or By-Laws of the Club or has been guilty on or off the Club premises of any act or conduct likely to bring discredit on the Club or its Members or to impair or affect the proper enjoyment of the Club by the other Members.
- h) A Member aggrieved by the decision of the tribunal and/or the penalty imposed by the Management Committee may appeal to the Members of the Club in a Special General Meeting. A sum determined by the Management Committee will be lodged by the appellant Member to cover the costs of convening the meeting. If the Members uphold the appeal, this money will be refunded. If the Management Committee/tribunal's decision is confirmed the money will be forfeited.
- i) If at the Special General Meeting, a quorum is not present the arrangements outlined in clause 14(e) will apply.

### 20 RESOLVING DISPUTES

- a) Disputes arising under the Constitution
  - i. This clause applies to
    - 1. Disputes between Members; and
    - 2. Disputes between the Club and one or more Members that arise under the Constitution or relate to the Constitution of the Club. This does not include disciplinary matters undertaken with Club Members, which are covered under clause 19 and 20(b) 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 clause by giving written notice to the Secretary of the parties to, and details of, the dispute.
  - iv. The Secretary must convene a committee meeting within twenty eight (28) days after the Secretary receives notice of the dispute under clause 20 (a) (iii) for the committee to determine the dispute.



## CONSTITUTION

---

- 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 must inform the parties to the dispute of the committee's decision and reasons for the decision within seven (7) days after the committee meeting referred to in clause 20 (a) (v).
- 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 Constitution.

### **b) Mediation**

- i. This clause applies:
  - 1. where a person is dissatisfied with a decision made by the committee/tribunal under clause 19(a) or clause 20(a)(vii) 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 clause does not apply until the procedures under clause 19(g) in respect of the proposed suspension or expulsion has been completed.
- iii. If the parties to a dispute are unable to resolve the dispute between themselves within the time required by clause 20(a)(ii), or a party to the dispute is dissatisfied with a decision made by the committee under clause 20(a)(vii) a party to a dispute may:
  - 1. Provide written notice to the Secretary of the parties to, and the details of, the dispute;
  - 2. Agree to, or request the appointment of, a mediator.
- iv. The party or parties requesting the mediation must pay the costs of the mediation.
- v. The mediator must be:
  - 1. a person chosen by agreement between the parties; or
  - 2. 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.
- vi. A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.
- vii. The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- viii. 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.
- ix. The mediator, in conducting the mediation, must:
  - 1. give the parties to the mediation process every opportunity to be heard;



## CONSTITUTION

---

2. allow all parties to consider any written statement submitted by any party; and
  3. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- x. 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 other legal proceedings that may take place in relation to the dispute.

### **c) Inability to Resolve Disputes**

- i. If a dispute cannot be resolved under the procedures set out in the Constitution, 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.

## **21 BY-LAWS, CLUB POLICY AND STANDING ORDERS**

- a) The Management Committee will have the power to make such By-Laws and Club Policy as may be necessary to achieve the Objects of the Club and to vary, rescind or add such By-Laws and Policy as they may consider necessary. A copy of the By-Laws and Policy as amended will be displayed at all times in the Clubhouse. In the event of any question arising as to the interpretation of the By-Laws and Policy, the majority decision of the Management Committee will be taken.
- b) Standing Orders for the Order of Business and Rules of Debate will be set out in the Standing Orders of the Club and may be altered, amended, repealed or otherwise dealt with in accordance with the By-Laws and Policy.

## **22 FINANCIAL CONTROL AND BANKING SYSTEM**

- a) The Club's financial institution, appointed at the discretion of the Management Committee, will be a licensed financial institution. The Club's bankers will only open, close or vary signatories to any bank accounts in the Club's name under written authority of the President and the Treasurer or Secretary.
- b) All money drawn on financial accounts of the Club can be paid by cash, electronically or by cheque.
- c) All cash, electronic or cheque withdrawals drawn on financial accounts of the Club will be authorised by any two executive officers or by any two of three Members appointed by the Management Committee to act in their stead.
- d) No combined payments of an amount of money in excess of 1,000 times the current Ordinary Membership annual subscription will be made on any one project without prior authorisation of a majority of Members at an Annual or Special General Meeting called for that purpose.
- e) Members may be reimbursed in cash by the Treasurer for authorised expenditure made on behalf of the Club.
- f) A specified amount of petty cash, not exceeding an amount of seven times the current Ordinary Membership annual subscription, and authorised by the Management Committee, may be withdrawn and held by the Treasurer under an imprest system for petty cash payments.



## CONSTITUTION

---

### 23 DEBENTURES

Monies loaned by Members for which Debenture Certificates are issued for the value of the loan (face value) may be reimbursed with or without interest when the Management Committee decides that Club finances are viable. A Register of Debentures will be maintained by the Secretary.

### 24 LEVIES

- a) The Management Committee will be empowered to impose on all classes of Membership, a levy not exceeding the equivalent of the amount of the annual Club subscription.
- b) Any proposed levy exceeding the amount described in clause 24(a) must be submitted to and agreed to by a majority of Members attending a General Meeting.
- c) Such levies are payable within one month of issue of Notice of Levy to Members. The nonpayment of such levy within the prescribed period will be treated as a Member's debt as under clause 8.
- d) A Levy may not be imposed on Members more often than once in any one year.

### 25 DISSOLUTION

- a) The Club may cease its activities and have its incorporation cancelled in accordance with the Act if the Members resolve by Special Resolution that the Club will:
  - i. apply to the Commissioner for cancellation of its incorporation; or
  - ii. appoint a liquidator to wind up its affairs.
- b) The Club must be wound up and its incorporation cancelled under Parts 9 and 10 of the Act before cancellation can take place of its outstanding debts or any other outstanding legal obligations.
- c) Upon cancellation of the Club, the surplus property must be distributed in accordance with section 24(1) of the Act, to one or more of the following:
  - i. an incorporated association;
  - ii. a company limited by guarantee that is registered as mentioned in the Corporations Act section 150;
  - iii. a company holding a licence that continues in force under the Corporations Act section 151;
  - iv. a body corporate that at the time of the distribution is the holder of a licence under the *Charitable Collections Act 1946*;
  - v. a body corporate that —
    - A. is a member or former member of the incorporated association; and
    - B. at the time of the distribution of surplus property, has rules that prevent the distribution of property to its members;
  - vi. a trustee for a body corporate referred to in paragraph (e);
  - vii. a co-operative registered under the *Co-operatives Act 2009* that, at the time of the distribution of surplus property, is a non-distributing co-operative as defined in that Act.





## CONSTITUTION

---

### 26 INTERPRETATION OF THE CONSTITUTION

In case of any question arising not provided for in the Act, this Constitution and By-Laws, or as to the interpretation of the Constitution and the By-Laws, the Management Committee will ensure a decision is made by or on behalf of Club Members. Any such decision-making process will be carried out in accordance with the limitations of the Management Committee's powers under this Constitution and the Act.

### 27 ALTERATION TO CONSTITUTION

**Note:** Department means the department of the Public Service principally assisting in the administration of the Act.

- a) As soon as is practicable after the making of any proposal for a change to the Constitution of the Club, the Secretary will provide certified particulars of the change proposed to the Department, in accordance with the Act. No effect will be given to the change without the prior approval of the Department.
- b) No repeal of any existing clause and no new clause or alteration, amendment, addition or suspension of a clause will be valid unless a motion thereof be carried by at least a 75% majority of votes of the Members present and entitled to vote at a General Meeting of the Club held for this purpose.
- c) No motion to repeal, alter, amend or suspend any clause will be put before a meeting unless:
  - i. notice thereof in writing be given to all Members at least seven days preceding the General Meeting at which it is intended such motion will come up for consideration; and
  - ii. notice of the proposed repeal, alteration, amendment or suspension is exhibited on the notice board of the Club for at least 14 days immediately preceding the day appointed for its consideration.
- d) All resolutions passed at all meetings of the Club will be conclusive and binding on all Members providing that such meetings are held in conformity with the Constitution of the Club. Within 30 days after the making of any amendment or alteration to the Constitution of the Club, the Secretary will forward to the Department, a certified copy of the amendment, alteration or addition. No effect may be given to any change until the Department has been duly notified.

### 28 COMMON SEAL

The Common Seal will be kept in the custody of the Secretary and will be used only by the authority of a resolution of the Management Committee and will be affixed to all deeds, instruments, agreements, contracts and documents in the presence of the President and one other executive officer. The Secretary will keep a record of all such applications of the Seal.

### 29 MISCELLANEOUS

- a) Any Member who destroys, damages or loses any property belonging to the Club will, on demand, pay the full cost of replacing the same as assessed by the Management Committee.
- b) No Member may place printed or written matter in or about the Club premises without prior approval by an executive officer.



## CONSTITUTION

---

- c) All Members will be entitled to inspect all records and documents of the Club by giving written notice to the Secretary of the information required.