

ALDER PARK SPORTS CLUB INC.

CONSTITUTION

**AS AMENDED
15 August 2019**

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OCEAN REEF SEA SPORTS CLUB INC. (CONSTITUTION)

1 TITLE

The name of the Club shall be **OCEAN REEF SEA SPORTS CLUB INC.** being incorporated under the Associations Incorporation Act 1987

2 OBJECTS

- i) To foster and encourage Sea Sports with particular attention to sports involving family participation and to promote social interaction between Members and the provision of amenities for use by Members.
- ii) To engage in the promotion of Safe Practices on land and sea amongst Club Members and by example to further this objective within the community.
- iii) To maintain Club premises with all its amenities for use by Members and guests.
- iv) For any section within the Club to join or affiliate with any other Club or respective association having similar interests. Particularly where such affiliation is necessary for Club participation.
- v) The Club is established for the purpose of accommodating and providing amenities for Members and their guests, upon premises lawfully occupied by the Club in good faith. The Club is not established for the purpose of making profits divisible among any or all of its Members, in support of any object other than the accommodation and provision of amenities for Members and their guests.
- vi) The Club's Constitution, Standing Orders and By-laws are designed to provide a friendly and welcoming environment for all Club Members regardless of classification of Membership. The rights and welfare of the general Club Membership will at all times take precedent over individuals with self-interest and personal gain motives.
- vii) The promotion of social and sporting activities amongst Members in a non-political and non-racial environment

3 DEFINITIONS AND INTERPRETATIONS

Throughout this Constitution document (and all associated Rules and By-laws), unless there is something in the subject or the context inconsistent therewith:

- i) "**Chairperson**" has been used throughout this Constitution document to overcome any opposition of the word chairman.
- ii) "**Club**" means Ocean Reef Sea Sports Club Incorporated
- iii) "**Club Licensed Premises**" means those buildings and grounds delineated as licensed by the Director of Liquor Licensing.
- iv) "**Club Premises**" includes the grounds, buildings, hard standing, parking areas and all external structures and fittings so erected within the boundaries of the Club's land leases.

- v) "**Current**" shall mean a period of time within the Financial or Membership year in progress at the time of an incident or event.
- vi) "**Constitution**" means the constitution formerly adopted by Members of the Club at a General or Special General Meeting convened in accordance with the then Constitution of the Club and so duly registered.
- vii) "**Club Management**" may mean any or all of either the Management Committee, Section Committees, Flag Officers, Officers or Trustees of the Club"
- viii) "**Flag Officers**" shall mean any of the following; Commodore, Vice Commodore(s) and Immediate Past Commodore, and Rear Commodores
- ix) "**Financial Year**" commences July 1st each year and runs until June 30th the following year.
- x) "**Club Manager**" means the person appointed to the position in accordance with Clause seventeen (17) (a) (viii) and Clause (20) (g)
- xi) "**General Meeting**" includes the Annual General Meeting or Half Yearly General Meeting.
- xii) "**Liquor Act**" means the Liquor Control Act 1988 of the State of Western Australia and includes any Amendment thereto.
- xiii) "**Management Committee**" as described under Clause eighteen (17)(a) means Commodore, two Vice Commodores, Rear Commodores, Honorary Treasurer, Honorary Secretary, all as elected. Where one is employed a Club Manager may be requested to attend management meetings as decided by the management committee.
- xiv) "**Member**" shall mean Financial Member and Nominated Partner who have been accepted by ballot at a Management meeting.
- xv) "**Membership Year**" shall commence on September 1 each year.
- xvi) "**Month**" shall mean calendar month.
- xvii) "**Notify**" means notify by printed or written notice posted to or delivered to the Member's last known address or by such form of public notification as is decided by the Management Committee.
- xviii) "**Owner**" in respect of a boat, yacht or vessel shall mean the owner or owners of it or the exclusive charterer of it or the person entitled to and having exclusive possession of it.
- xix) "**Officer**" includes the Commodore, Vice Commodores, Rear Commodores, Honorary Secretary, Honorary Treasurer, Manager, any Management Committee Member, Trustee and any Member of the Club acting in an official capacity.
- xx) "**Section Committees**" means the Section Committees of the Club as elected.
- xxi) "**Secretary**" shall mean the Honorary Secretary as elected.
- xxii) "**Simple Majority**" shall mean greater than fifty percent (50%) of those Members present and entitled to vote.
- xxiii) "**Special General Meeting**" shall mean any meeting other than the Annual General or the Half-Yearly General Meeting called to discuss a specific agenda.

- xxiv) "**Special Resolution**" shall mean a resolution carried by a Three Quarters (75%) majority of members entitled to vote and voting at any General meeting of Members.
- xxv) "**Treasurer**" shall mean the Honorary Treasurer as elected.
- xxvi) "**Single**" shall mean individual or not in a relationship.

4 POWERS

The Club shall have the following powers:

- i) To purchase, lease, exchange, hire or otherwise acquire and maintain any real or personal property and any rights and privileges in relation thereto,
- ii) To erect, improve, repair, pull down, rebuild buildings, equipment and structures, and sporting facilities, for the use, accommodation and recreation of its Members.
- iii) To sell, exchange, lease, hire, mortgage, dispose of, or otherwise deal with all or any part of the real and personal property of the Club.
- iv) To borrow, raise or secure the payment of money in such manner as the Management may determine. With power to issue debentures, grant mortgages and charges or any other class of security upon or charging all or any of the property, real or personal, both present and future of the Club and to redeem or pay off any existing or future security.
- v) To invest and deal with the monies of the club not immediately required for the purposes of the club in such manner as may be determined by the Management Committee.
- vi) To draw, accept, endorse and issue negotiable securities or instruments of whatsoever kind and nature.
- vii) To amalgamate, cooperate, affiliate and enter into reciprocal arrangements with any other Club having objects wholly or in part similar to those of the Club.
- viii) To conduct social and sporting events, competitions and races and where bodies to which various sections are affiliated regulate such events, they shall be conducted under the rules of such bodies.
- ix) To appoint, employ, reimburse an officer for travel expenses or any business related to club matters as-well as to dismiss or suspend any officer or employee of the Club.
- x) To maintain a Liquor License under the Liquor Control Act 1988 and its amendments.
- xi) To formulate Club rules and By-laws as required.
- xii) To accept donations whether of real or personal property, estate, divestment or bequest.
- xiii) To hold any property on any trust.
- xiv) To make gifts to any charitable object in accordance with the law of the state or for any other purpose approved by law.
- xv) To take legal action and to obtain professional opinion.

- xvi) To do all such things as are incidental or conducive to the attainment of the Club's objectives.

5 MEMBERSHIP

- a) The Club shall consist of the following types of Membership:
 - i) Standard Membership
 - ii) Concessional Membership
 - iii) Junior Membership
 - iv) Reciprocal Membership
 - v) Corporate Membership
 - vi) Life Membership
 - vii) Temporary Membership
 - viii) Committee Membership
 - ix) Functional Membership
 - x) Darts/Crew Membership
- b) The Management Committee may at any time, or as directed by the Director of Liquor Licensing or Health Department of Western Australia, restrict the number of Members within any or all Membership classifications of the Club.

6 CLASSIFICATION OF MEMBERSHIPS

- a) Standard Memberships:
 - i) This Membership category includes registered Member, nominated partner and children under the age of eighteen (18) who are approved by the Management Committee. Standard Membership will attract an annual subscription fee as provided for under Clause nine (9).
 - ii) Standard Members are entitled to participate in all activities of the Club and to utilize Club amenities.
 - iii) Only the registered Member shall be entitled to vote at any General or Special General Meeting of the Club. If the registered Member is unable to attend the meeting the nominated partner may vote or nominate a candidate in his absence.
 - iv) Only the registered Member can be nominated for or hold office in the club. The nominated partner may chair or participate in approved Subcommittees.
 - v) The registered Member shall be responsible for the conduct and behaviour of the nominated partner and dependent children or any invited guest (s) whilst at the Club or on a Club activity.
 - vi) Only the registered Member is entitled to propose or second persons for Membership.
 - vii) Any nominated individual of a Standard Membership, apart from the registered Member, wishing to become a Member in their own right will be required to submit a nomination form and pay all the appropriate fees.

b) **Concessional Memberships:**

i) Concessional Membership may be afforded to Members who are:

- 1) a full time student between the ages of eighteen (18) and twenty-five (25);
- 2) eligible to receive the Age Pension;
- 3) single; or
- 4) Resides more than fifty (50) kilometers from the club.

ii) Concessional Members, with the exception of Country Members, retain the same voting rights as Standard Members. Country Members can vote at meetings but may not be nominated for or hold a position of office.

iii) A Member who believes they meet the above criteria may apply to the Management Committee for a reduced Membership fee, which will be at 60% of the standard Membership rate. Conditions for each criterion are detailed within the club by-laws.

c) **Junior Memberships**

The Junior Membership category will apply to Members under the age of eighteen (18) years who are approved by the Management Committee.

Approved Junior Members may not hold any position in the Club structure.

Approved Junior Members may participate in Club meetings but shall not vote or nominate a candidate at any Club meeting.

Approved Junior Members may participate in any Club activity.

Approved Junior Members must comply with the requirements of the Liquor Act.

Approved Junior Members will pay 10% of the Standard Membership fee as provided for under Clause nine (9).

Junior Members may transfer to another class of Membership with the approval of the Management Committee and without the payment of any nomination fees, but may be subject to an adjustment in subscription fees.

d) **Reciprocal Membership**

i) Reciprocal Membership applies to registered members of other Aquatic Sports Clubs as approved by the Management Committee.

ii) Reciprocal Members must supply proof of Membership to another Aquatic Sports Club.

iii) Reciprocal Members may not hold any position in the club structure nor shall they vote or nominate a candidate at any Club meeting.

iv) Reciprocal Members may not nominate any person for membership.

v) Reciprocal Members may sign in any visitors to the Club.

vi) Reciprocal Members may not participate in any Club activity unless provided with prior approval of Management. Reciprocal Members are entitled to otherwise full use of the clubhouse and facilities.

vii) Terms for any reciprocal arrangement will be determined by the management committees of both clubs.

e) **Corporate Memberships:**

- i) A registered company or business, which can nominate up to two individuals of the company or business as Corporate Members on the payment of fees as provided below.
- ii) A nomination fee equal to two (2) times that of the nomination fee payable by the Standard Membership category.
- iii) An annual subscription fee equal to two (2) times that of the Standard Membership category or such other higher fee structure as maybe approved by Members at each Annual General Meeting.
- iv) Corporate Members cannot:
 - 1) take part in any meetings of the Club
 - 2) vote at any meetings of the Club
 - 3) have any interest in the property of the Club
 - 4) hold any office of the Club
 - 5) nominate or second any person as a Member of the Club
 - 6) nominate or second any Club Members to any position of Office of the Club
 - 7) register a vessel with the Club
 - 8) apply for any pen, mooring or hard standing facilities of the Club.
- v) Corporate Members are entitled to participate in all activities of the Club and to utilize the Club amenities except as stated in Clause six (6) (e) (iv) above.
- vi) Corporate Members shall be responsible for the conduct and behaviour of any invited guest whilst at the Club or on a Club activity.
- vii) Corporate Members may transfer to another class of Membership providing they complete a nomination form and pay all the required fees and providing they relinquish their Corporate Membership status.
- viii) Corporate Membership is restricted to a limit of no greater than 5% of the total membership of the Club.

f) **Life Memberships:**

- i) Life Members maybe appointed by the Management Committee providing the Member has given a minimum of ten years of special and outstanding service to the Club.
- ii) Life Members are entitled to participate in all activities of the Club and to utilise the Club amenities.
- iii) Life Members are entitled to vote at any meeting of the Club.
- iv) Life Members are eligible for nomination to any office in the Club.
- v) Life Members are entitled to nominate or second any person for either Membership or position of office in the Club.

- vi) Life Members are exempt from all annual subscription fees and levies.
- vii) Life Members remain liable for all other fees such as but not limited to hard standing fees, competition fees etc.
- g) **Temporary Memberships:**
 - i) A person who is on any day visiting the club as a member or an official of another club. That is to engage in a pre-arranged event with the host club conducted for the purposes of one of the host club's principal objects; or that is to hold a pre-arranged function at the host club involving the use of the host club's sporting facilities. May be taken to be a person who is accorded temporary membership on that day.
- h) **Committee Memberships**
 - i) As passed at the Annual General Meeting on 21st August 2014, members of the Management Committee will receive free membership whilst they are actively serving on the management committee. This to provide incentive for members to work on the committee.
- i) **Functional Membership**
 - i) A Functional member shall have the privilege of using the facilities of the club.
 - ii) Functional membership is restricted to the use of the facilities and has no other club benefits.
 - iii) Functional membership can be approved by the Club Manager who will then report that acceptance at the next Committee meeting.
- j) **Darts/Crew membership**
 - i) A darts/crew membership is a membership only accessible to an individual looking to participate in club darts or sailing events.
 - ii) There shall be no voting rights associated with a darts/crew membership.
 - iii) The darts/crew membership will not be eligible for any club related draws along with the signing in of guests.
 - iv) Darts/Crew members will be entitled to park in club parking during designated events. They will also be eligible to receive the 50% nomination past 12 months of continued participation in either section as per clause (i).
 - v) The darts/crew membership fee shall be determined by the clubs management committee, such determining to be laid out in the clubs by-laws.

7 APPLICATION FOR MEMBERSHIP

- i) All applications for Membership must be in writing and in the form stipulated by the Management Committee. Candidates must be proposed and seconded by two financial Members of the Club and the nomination form must contain full name, both residential and postal addresses, occupation, date of birth, marital status and all relevant information of the proposed Member.
- ii) The nominee declares on the application form that they agree upon becoming financial members to be bound by the provisions of the Constitution, rules and bylaws as are in force at the time of their election and as may be amended in the future.

- iii) The nomination form should be forwarded to the Secretary accompanied by the Nomination Fee.
- iv) The Secretary upon receipt of a nomination form shall ensure such nomination form is placed on the Notice Board in the Club premises for not less than fourteen (14) days prior to the date of the holding of a ballot by the Management Committee in respect of such nomination.
- v) A record shall be kept by the minute Secretary of the names of the Members of the Management Committee present and voting. If elected by a simple majority of the Members of the Management Committee present and voting, the candidate shall then be eligible to become a financial Member of the Club subject to the following:
 - 1) On the election of any candidate as a Member of the Club the Secretary shall forthwith notify the candidate in writing of such election and the fees payable, by letter, addressed to the candidate at the address appearing on the candidate's nomination form.
 - 2) Upon payment of the appropriate Subscription Fee the Secretary shall enrol the candidate as a Member and then the new Member shall be entitled to all the privileges afforded their respective class of Membership and be bound by the Constitution, by-laws and Standing Orders of the Club.
- vi) The Secretary shall maintain a separate listing of all applicants for Membership and on issue of a Membership Card shall transfer the name to the Register of Members.

8 REGISTER OF MEMBERS

- i) The Secretary shall keep and maintain a Register of Members in which shall state their full names, postal addresses, email address and date of election of every Member and the class of Membership to which they belong.
- ii) The Membership Register shall be available at any time to a Police Officer or an Inspector authorised in writing by the Director of Liquor Licensing. 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.
- iii) Upon the death, resignation or expulsion from the Membership of a Member the Secretary shall delete that person's name from the register.
- iv) Where a Member has been suspended under Clause 16, then such period of suspension shall be noted against the Members name on the Register of members.

9 ENTRANCE FEES AND SUBSCRIPTIONS

- a) **Nomination or Entrance Fees:**
 - i) The Nomination or Entrance Fee payable in respect of each class of Member shall be determined by resolution at a General Meeting and shall be subject to review at each Annual General Meeting.

- ii) Any amendment to the nomination or entrance fees payable requires the consent of a simple majority of Members present and entitled to vote at the Annual General Meeting at which the review thereof is being considered.
 - iii) Nomination fees are payable by all classes of Membership except Reciprocal
 - iv) Nomination fees are not payable when transferring between classes of Membership except as defined under Clause 9.
 - v) The Management Committee has the right to waive or discount Nomination Fees where circumstances warrant for promotional purposes.
 - vi) The nomination fee payable by students (aged 18-25) wishing to join the club, and holding a current valid student card, is 20% of the current authorised nomination fee at the date of application.
 - vii) The nomination fee payable by siblings of existing members (of not less than one years standing) wishing to join the club, is 50% of the current authorised nomination fee at the date of application.
- b) **Subscription Fees:**
- i) Subscription year: the subscription year shall be from the 1st day of September to the subsequent 31st day of August.
 - ii) Arrears: Any Member of any class whose subscription is in arrears for more than sixty (60) days shall at the expiration of such sixty (60) days be debarred from all privileges of the Club until such time as their subscription fee is paid or otherwise as subject to Clause ten (10).
 - iii) Base Fee: the subscription fees shall be set and based on the Standard Membership class. Any amendment to the subscription fees requires the consent of a simple majority of Members present and entitled to vote at the Annual General Meeting at which the review thereof is being considered.
 - iv) Discount Fees: The Management Committee with consent of Members at an Annual General Meeting may set a discount fee structure to a limited number of prospective new Members for the sole purpose of increasing Membership numbers of the Club.
 - v) Pro-rata Fees: The subscription fee payable by all new Members elected after October 1st shall be based on a monthly pro-rata amount rounded up to the nearest dollar of the annual subscription fee.
 - vi) Any increase in the base Standard Membership subscription fee can only be implemented by vote, with a simple majority, at the Annual General Meeting. Any increase will be effective immediately following the subscription year, see clause 9 (b)(I)
- c) **Admission of ex-Members:**
- i) Any ex-Member of the Club desiring readmission to the Club, who resigned their previous Membership in writing, shall complete a nomination form for Membership and be subject to normal processing as defined by Clause seven (7).

- ii) The Management Committee shall have the right to waive the Nomination Fee one time only, providing not more than two (2) years has elapsed since the prior Membership was resigned and then only subject to all Subscription Fees and past dues being fully paid at the time of resignation.
- iii) Under no circumstances can the Management Committee waive a Nomination Fee in cases where prior Membership was terminated.
- iv) In every case the re-admitted Member shall rank as a new Member and shall not be entitled to any privileges or benefits so gained by their prior Membership.

d) **Transfer of Membership:**

The registered Member of a Standard Membership may on written application to the Management Committee, transfer the registered name of the Membership to another family Member, stating reasons for the request. Once approved, the Membership will be transferred to another immediate family Member.

e) **Membership by WVSRG Personnel:**

- i) On written application to the Management Committee any Member of Whitfords Volunteer Sea Rescue Group wishing to join Ocean Reef Sea Sports Club Inc shall be exempt from paying the Nomination Fee.
- ii) Strict conditions must be adhered to as follows; Sea Rescue Group Members must be active, i.e. radio or boat duty for a period of at least 6 Months prior to application. The period of activity to be confirmed in writing by the Sea Rescue Committee.
- iii) If a Sea Rescue Group Member leaves the Sea Rescue Group within a period of twelve (12) months of joining, that person will be required to pay a nomination fee to the "Club" or they will forfeit their Membership with Ocean Reef Sea Sports Club Inc.

f) **Membership by Ocean Reef RSL Personnel.**

- i) On written application to the Management Committee any member of Ocean Reef RSL wishing to join Ocean Reef Sea Sports Club Inc. Shall be exempt from paying the nomination fee.
- ii) RSL members must be active regularly attending RSL meetings and functions for a period of at least 6 months prior to application. The period of activity to be confirmed in writing by the RSL Committee.
- iii) If a member of the RSL leaves the RSL within a period of twelve months of joining, that person will be required to pay the full nomination fee to the "Club" or they will forfeit their membership with Ocean Reef Sea sports Club Inc.

10 LIABILITY FOR SUBSCRIPTIONS

a) **Subscriptions Payable in Advance:**

- i) All Subscriptions shall be payable in advance either for a minimum period of twelve (12) months or the remainder of the subscription year or on application to the Management Committee for any other period of time in excess of twelve (12) months as maybe determined reasonable.
 - ii) All subscription fees are due by September 30th. However, any Member who gives written notice of their resignation to the Secretary shall cease to be a Member of the Club but shall remain liable for any unpaid fees. Clause 9 b (ii) applies.
 - iii) Any unpaid subscriptions maybe recovered by legal process if deemed appropriate by the Management Committee.
- b) Subscriptions by Instalments:
- i) If a Member is unable to pay the full subscription fees by the due date, that Member may, on written request to the Management Committee, arrange partial payments, which must be, finalized by the 31st day of December in the same subscription year (see clause 9 (b)(i).
- c) Advanced Subscriptions:
- i) The Management Committee may accept non-refundable advanced subscriptions, to a maximum of five (5) years, from Members who have maintained continuous Membership over a minimum period of ten (10) years.
 - ii) The total number of Members to which advanced subscriptions maybe approved is not to exceed ten percent (10%) of total Club Membership.
 - iii) The value of advanced subscriptions must not be less than the then current rate multiplied by the number of years of the advanced subscription period plus an overall loading as deemed appropriate by the Management Committee.

11 CESSATION OF MEMBERSHIP

- i) A Member shall cease to be a Member of the Club
 - 1) On the Member's written resignation or death.
 - 2) At the discretion of the Management Committee upon the Member being convicted of any indictable criminal offence.
 - 3) The Management Committee may approve the cancellation of Membership, where a Member defaults in payment of monies due and owing to the Club and remaining in arrears for sixty (60) days from the date the debt was incurred and where no attempt has been made to honour any terms of repayment. Providing the Member was notified the account is now a further fourteen (14) days overdue
 - 4) When the Members name has been removed from the Membership register due to disciplinary action, Clause sixteen (16)(i) applies
- ii) A Member wishing to resign from the Club may do so by notice in writing to the Secretary and upon receipt of such notice they shall cease to be a Member but this will

not remove the liability of the Member to pay any outstanding monies owing to the Club.

12 MEMBERS RIGHTS

a) Inspection of Books:

- i) A Member may at any reasonable time and by appointment made with the Secretary inspect without charge the records and documents of the Club. However, the records and documents may not be removed from the club premises except with the permission of the Management Committee.

b) Calling of a Special Meeting:

- i) Members have the right to call a Special General Meeting of the Club as provided for under Clause thirty (29) (b) (ii)

c) Members Functions:

- i) A Member may invite any number of guests, subject to sufficient notice to the Club Manager or Secretary, to partake in a meal in the Club's dining room and those guests may, subject to the Liquor Control Act 1988, purchase liquor for consumption with the meal.
- ii) A Member may, with the approval of the Management Committee and subject to sufficient notice being given to the Club Manager or Secretary arrange for a private function with a limited number of guests, to be held on Club premises at which liquor will be consumed. Restrictions as to number of guests maybe imposed under the Liquor Control Act 1988 and Health Regulations. All associated fees and charges are detailed in the club by-laws.

13 FINANCIAL YEAR

- i) The Club's Financial Year shall commence on the 1st day of July and run till June 30th the following year.
- ii) In the event that at the following Annual General Meeting held in August, there is an amendment to the Annual Subscription Fee; the Secretary shall immediately notify all Members in writing of the altered Subscription Fee.

Any Member who has not paid their Subscription Fee as provided for under Clause nine (9) by the 30th October in each year, is deemed to be in default, and shall cease to hold Membership privileges unless they make an acceptable explanation of the default to the Management Committee.

14 LEVIES

- i) The Management Committee shall have the power to impose a single levy on Members. Such a levy shall not exceed 20 per cent (20%) of the current Annual

Subscription Fee that applies to the Standard Membership category and shall be for any general purpose previously approved by Members at a General Meeting.

- ii) A Special General Meeting called to set levies for a specific purpose shall have the power to impose a levy or levies exceeding the limit as per Clause fourteen (14)(i) on all Members. Such levies shall be in addition to the Annual Subscription Fee.
- iii) With the exception of Junior, Corporate, Life, Reciprocal and Temporary Members, payment of all levies shall be binding on each Member within all other classes of Membership, and must be paid in full, within three (3) Months from date of notice.
- iv) The Management Committee may take legal action to recover unpaid Levies if deemed appropriate and or commence proceedings to terminate the Membership.

15 MEMBER DISPUTES

- a) Complaints relating to member's conduct:
 - (i) Verbal complaint
 - 1) Where possible, all complaints must be registered with the Secretary within two working days. Complaints raised will need to be confirmed in writing and lodged to the Secretary within five (5) days.
 - (ii) Written Complaint
 - 1) All written complaints against the conduct of a member of the Club shall be addressed to the Secretary who shall present the complaint at the next available committee meeting. The Flag Officers Committee may deal with the complaint themselves or refer to the mediation process
 - 2) Where no written follow up to a Verbal Complaint is received regarding a Members conduct, no further action can be taken. However, a note of the complaint shall be maintained on file and if a total of six (6) verbal complaints involving the same Member are received, the Management Committee shall then initiate an investigation into the Members conduct with a view to taking appropriate action against them.
- iii) Resolving disputes
 - i) Disputes Arising under the Rules
 - (i) Section 15(a)(iii)(a) applies to:
 - 1. Disputes between Members; and
 - 2. Disputes between The Club and one or more Members 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 Clause 16 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 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 Section 15(a)(iii)(a)(iii) 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 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 15(a)(iii)(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 Rules.

ii) Mediation

- i. Section 15(a)(iii)(b) applies:
 - 1. where a person is dissatisfied with a decision made by the Committee under Section 16(f) or Section 15(a)(iii)(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 16(f) 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 Section 15(a)(iii)(a)(ii), or a party to the dispute is dissatisfied with a decision made by the Committee under Section 15(a)(iii)(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. 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;
 - 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 any other legal proceedings that may take place in relation to the dispute.
- iii) Inability to Resolve Disputes
 - i. 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.

16 SUSPENSION OR EXPULSION OF MEMBERS

- (a) The Committee shall have the power to reprimand, suspend or expel any member of The Club.
- (b) The Commodore, Committee or Approved Manager in receiving a complaint from the Approved Manager or Approved Bar Staff, of a member's behaviour which is considered a serious breach of the Liquor Act or acceptable member behaviour or where police involvement is required, may suspend a member for a period of time until disciplinary action under Section 16(f) can be taken.
- (c) The Committee is required to exempt any member of that Committee from hearing a charge in which he or she has an interest.
- (d) If a responding member or a representative of the responding member does not attend within 30 minutes of the time stated on the hearing notice, the hearing may start without that member or his or her representative and determination will be made at the hearing.
- (e) The Committee shall apply the power to reprimand, suspend or expel any member of The Club who:
 - (i) fail in the observance or commit any breach of any rule of The Club, members Code of Conduct or any by-law of The Club or of any order or direction of the Management Committee or of any General Meeting; and/or
 - (ii) in the sole judgement of the Committee have been guilty in or out of The Club's premises of any act, conducted matter or thing calculated to bring discredit on The Club or its members, or to impair or affect the enjoyment of The Club by other members

- (f) Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Committee with no less than seven (7) days' notice.
 - (i) The Committee shall after hearing the accuser and accused and taking such evidence as they may consider proper, if they find the charge proved, inflict a penalty of suspension from all or any of the privileges of membership.
 - (ii) If the Committee consider that on a charge of gross misconduct suspension as above is insufficient, they may call on the member to resign, and if he or she neglects to resign within ten (10) days they may declare him or her to be expelled.
 - (iii) If a Member is suspended or expelled under Section 16(f)(i) or 16(f)(ii), the person may appeal the Committee's decision through a Special general meeting by giving written notice to the Secretary within fourteen (14) days of receiving notice of the Committee's decision under Section 16(f)(i) or 16(f)(ii).
- (g) Members are not permitted to have legal representation attend any disciplinary matters, but may bring another member to act in a support capacity only.
- (h) If a Member's membership is suspended under Section 16(f)(i), the Secretary must record in the Register:
 - (i) the name of the Member that has been suspended from membership;
 - (ii) the date on which the suspension takes effect; and
 - (iii) the length of the suspension as determined by the Committee under Section 16(f)(i)
- (i) During the period a member's membership is suspended, the member —
 - (i) loses any rights (including voting rights) arising as a result of membership;
 - (ii) is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to the club; and
 - (iii) Cannot attend the club as a Guest of a member, unless prior written authorisation is received by the Management Committee.
- (j) Upon the expiry of the period of a Member's suspension, the Secretary must record in the Register that the Member is no longer suspended.
- (k) If the Committee's decision to suspend or expel a Member is revoked under these Rules, any act performed by the Committee or Members in a General Meeting during the period that the Member was suspended or expelled from Membership under Section 16(f), is deemed to be valid, notwithstanding the Member's inability to exercise their rights or privileges of Membership, including voting rights, during that period.

17 CLUB MANAGEMENT, AUDITORS, PATRON AND VICE PATRON

- (a) Management Committee:
 - i) The Management Committee of the Club shall consist of a Commodore, two (2) Vice Commodores, Section Rear Commodores, Secretary (where one is elected) and Treasurer all of whom shall meet at least once each Month at which meetings the Club Manager where one is appointed, shall also attend if requested by the management committee. The Immediate Past Commodore shall be a member of the Management Committee for one year immediately following their retirement from the office of Commodore.

- ii) The Management Committee shall ultimately be responsible for the day to day operations of the Club.
- iii) The Management Committee shall be directly responsible for managing both the major financial transactions and major assets of the Club including Capital works in progress.
- iv) The Management Committee may grant a salary or stipendiary to the holder of the office of Honorary Secretary and the Honorary Treasurer. In which case the elected person must be competent and demonstrate they have the necessary skills to carry out the required duties.
- v) No Member of the Management Committee may hold office in the same position for more than five (5) consecutive years subject to Clause nineteen 18 (b).
- vi) Should the elected Secretary or Treasurer not be able to competently discharge the duties of office, the Management Committee can by a two-thirds (2/3) majority vote in meeting terminate their services and employ the services of a suitable replacement. The replacement person shall hold the position until elections at the following Annual General Meeting.
- vii) The Management Committee shall be accountable to the Membership of the Club. Members may object to the actions of the Management Committee but only through general Meeting or alternatively through a special meeting which can only be convened for that specific purpose by agreement of the Club's three (3) Trustees.
- viii) The Management Committee shall appoint a Club Manager when one is required as defined in Clause twenty-one 20 (g).

(b) Section Committees:

- i) Rear Commodores who shall be elected by their section Members at their Annual General Meeting and shall hold office for one (1) year and shall chair section Committees.
- ii) Section Committees shall be formed to control and administer all Sea Sports and Club activities for example: Yachting, Pleasure Power Boating, Angling, Diving and Social.
- iii) Further Section Committees may be formed as and when the Flag Officers deem it advisable.

(c) Auditor(s):

- i) A professional Auditor shall be recommended by the Management Committee and be appointed at the Annual General Meeting in each year as Auditor of the Club and shall be eligible for reappointment. Except that an Auditor may be requested to retire that has been engaged for six (6) consecutive years or more before being reappointed for a further term without a minimum of one year's break in service.
- ii) If any casual vacancy occurs in the office of any Auditor appointed by the Club, the Management Committee shall fill the appointment with a replacement professional Auditor until the next Annual General Meeting.
- iii) Every Auditor shall have open access to all books, records, registers etc maintained by the Club and shall at all reasonable times have access to same.

- iv) The Auditor shall present at the Annual General Meeting a report to the Members upon the Balance Sheet and Accounts and in such report he shall state whether in his opinion, the Balance Sheet and annual reports are properly drawn up, so as to exhibit a true and fair view of the Club's affairs.
 - v) Such report shall be made a part of your AGM agenda as per requirement of the Associations Act 2015. The report will be read out along with the report of the management committee at the Annual General Meeting.
 - vi) The appointed Auditor shall be entitled to receive all notices of and other communications relating to any General Meeting of the Members of the Club. The Auditor shall have the right to attend all such meetings and to be heard on any business of the meeting that may concern him in his position as Auditor.
 - vii) No Officer, Member or Employee of the Club, shall hinder, obstruct or delay the appointed Auditor in the performance of his duties.
 - viii) All correspondence from the Auditor must be answered in writing.
 - ix) No club Member can be appointed as the Club Auditor and conversely the Club Auditor cannot become a Member of the Club whilst engaged as Club Auditor.
- (d) Patron:
- i) A suitable Patron must be proposed by the Management Committee and submitted to the Annual General Meeting for acceptance. A Patron shall be elected by a simple majority and shall hold office until the next Annual General Meeting.
- (e) Vice Patron:
- i) A suitable Vice Patron may be proposed by the Management Committee and be submitted to the Annual General Meeting for acceptance. A Vice Patron shall be elected by a simple majority and shall hold office until the next Annual General Meeting.

18 NOMINATION AND ELECTION OF CLUB MANAGEMENT, TRUSTEES, PATRON AND VICE PATRON

- (a) Nomination:
- i) Nominations for the positions of Management Committee and Trustees shall be lodged in writing, duly nominated and seconded by eligible registered financial Members, signed as accepted by the nominee, with the Honorary Secretary or their designate no later than thirty (30) days prior to the Annual General Meeting.
 - ii) All nominations together with elected Rear Commodores shall be minuted at the final Monthly Management Committee meeting for the year or a Special Management Meeting called for that purpose.

- iii) Other than the Immediate Past Commodore and Section Rear Commodores, such nominated candidates shall be subject to election by ballot at the Annual General Meeting.
- iv) In the event of there being only sufficient nominations to fill the various positions such candidates shall be declared duly elected providing they are not challenged from the floor at the Annual General Meeting.
- v) In the event of a challenge the challenger must nominate an alternate candidate who is prepared to stand and must then be seconded by one of the Members present. That candidate must qualify in all aspects as determined by the Constitution.
- vi) In the event of there being no nominations to fill the respective vacancies, nominations for persons to fill the vacancies shall only be received from the Members present at the Annual General Meeting or a subsequent Special General Meeting called for that purpose.
- vii) If a member wishes to be nominated but is unable to attend the meeting, a letter of acceptance of the position must be lodged with the secretary or the member nominating the person prior to the meeting.
- viii) 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 from the commissioner.
- ix) 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:
 - 1) An indictable offence in relation to the promotion, formation or management of a body corporate;
 - 2) An offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
 - 3) An offence under Part 4 Division 3 or section 127 of the Act;
 unless the person has obtained the consent of the commissioner

(b) Election:

- i) Members of the Management Committee together with Auditor, Trustees, Patron and Vice patron shall be elected annually at each Annual General Meeting and shall hold office until the election of their successors at the next following Annual General Meeting.
- ii) All Flag Officers shall be eligible for re-election except as hereinafter provided.
 - 1) No Member maybe re-elected to Management Committee if they have held the office of Commodore for three (3) consecutive years immediately prior to the Annual General Meeting at which the election is held.
 - 2) No Member maybe elected as Commodore or Vice Commodore unless they have had prior to their election at least twelve (12) months experience as a Rear Commodore, Treasurer or Secretary.

- 3) The Commodore, after completing three (3) successive years, elected each year shall serve one (1) year as Immediate Past Commodore before retiring from all positions for one (1) year. After this period, the member will again be eligible for nomination for any position within the Management Committee.
 - 4) All Members holding office in whatever capacity must be financial Members at the time of their nomination and remain financial in accordance with Clause nine (9) of the Constitution, throughout their term of office.
- iii) Members who have been elected or appointed as the case may be, to positions of office in the Club are subject to the same rules and regulations, as laid down in the Constitution, By-laws and Standing Orders, as the general Membership without exception. Members elected or appointed to such positions of office do so voluntarily and accept the burden of responsibility to carry out the duties of the position without prejudice, favour or privilege.
- (c) Casual Vacancies:
- i) Casual vacancies in any Management position other than those of Section Rear Commodores occurring during the year maybe filled by the Management Committee but not from within their own ranks and must be ratified at the next General Meeting.
 - ii) Casual vacancies of any Section Rear Commodore will be filled via an election of Section Members at a Meeting convened for that purpose.
 - iii) A casual vacancy occurs in any office when:
 - 1) on the death of an officer
 - 2) by Notice in writing to the Secretary
 - 3) is convicted of a criminal offence
 - 4) becomes permanently incapacitated by mental or physical ill health
 - 5) is absent from more than three consecutive meetings without written notice or an acceptable reason, or
 - 6) ceases to be a Member of the Club.

19 POWERS OF CLUB MANAGEMENT

- i) The Management Committee may exercise all powers of the Club as set out in the Constitution, By-laws, Rules and Standing Orders of the Club providing those powers are consistent with the previous mentioned documents, shall manage all the business of the Club.
- ii) However, no new regulation made by the Club in subsequent General Meetings shall invalidate any prior act of the Management Committee, which would have been valid, if such new regulations had not been made.
- iii) The Management Committee may in addition to the powers expressly conferred upon them have the control of the finances of the Club including power to engage, and dismiss the Club's employees. As well as all such administrative powers as maybe necessary for the carrying out the objects of the Club in accordance with the Constitution.

- iv) The Management Committee shall have the authority to approve such by-laws as maybe necessary for the Management of their own function and Club procedures. Provided that no by-laws shall be made which are inconsistent with the Constitution.
- v) No amendments to any By-law or the introduction of a new By-law shall come into effect until it has be displayed on the Club notice board for a period of not less than fifteen (15) days and in the Club magazine.

20 DUTIES AND RESPONSIBILITIES OF CLUB MANAGEMENT

Duties:

The duties of management committee members will reinforce the existing common law duties. These include:

- a) a duty of care and diligence;
- b) a duty to act in good faith in the best interests of the association and for a proper purpose; and
- c) a duty not to misuse one's position and to misuse information obtained through the position to gain an advantage for one self or someone else, likely to cause detriment to the association.

The above duties will also apply to other officers of an association, which include persons who:

- a) participate in making decisions that affect a whole or substantial part of the association's operations;
- b) have the capacity to significantly affect the association's financial standing; or
- c) with whose instructions the management committee is accustomed to act. For example, depending on the circumstances, former committee members or significant employees may be officers of an association and therefore subject to the duties.
- d) A committee member also has a duty to prevent the association trading when insolvent.

Disclosing interests

The existing conflict of interest provisions, which apply to committee members, will be extended to include financial and non-financial interest's, by requiring 'material personal interest's' to be disclosed and minuted.

(a) Commodore:

- i) The Commodore shall exercise a general supervisory role over all affairs of the Club.
- ii) The Commodore shall enforce all the rules and by-laws of the Club.
- iii) The Commodore shall when present chair all General, Special General Meetings and Management Committee meetings of the Club.
- iv) The Commodore is responsible for the smooth operation of the Club.
- v) The Commodore is an ex officio Member of all committees and sub-committees within the Club.
- vi) The Commodore shall when the Club doesn't have a General Manager be directly responsible for the supervision of all paid employees of the Club.

vii) The Commodore shall be responsible for the allocation of the following duties and portfolios to members of the Management Committee immediately following their election.

- 1) operations of the bar and galley and all matters relating to house
- 2) the ongoing maintenance of assets property and grounds as well as the arrangement of Busy Bees
- 3) the gathering of articles for printing in the Club magazine and shall ensure the form and content is of a consistently high standard and conforms to Club standards as determined from time to time by the Management Committee
- 4) the putting together of the Club calendar
- 5) The hard stand
- 6) New membership drives
- 7) Any other responsibilities as required

(b) Vice Commodores:

- i) One of the Vice Commodores shall chair any Management Committee of the Club in the absence of the Commodore, to be determined by the Management members present. It is expected that on such occasions the role of chair will be alternated between Vice Commodores.
- ii) The Vice Commodores shall assist the Commodore as requested and shall stand in for the Commodore in his absence.
- iii) The Vice Commodores shall be responsible for the development of juniors within the Club.

(c) Immediate Past Commodore:

- i) The Immediate Past Commodore has an advisory role for the Commodore in all matters pertaining to the constitution, by-laws and house rules and to assist with the handover of power from the preceding Management Committee. The Immediate Past Commodore may retain the position one year only immediately following the election of the succeeding Commodore and may perform any duty as directed or requested within the Management Committee. The Immediate Past Commodore is not an elected position.

(d) Rear Commodores:

- i) Rear Commodores shall be responsible for the management of their sections and shall carry out all duties and responsibilities as determined by the Constitution, Rules and By-laws and shall conduct all meetings in accordance with the standing orders of the Club.

(e) Honorary Secretary:

- i) The Honorary Secretary, where one is elected, shall be responsible for but may delegate to an employee of the club where one is engaged, the following duties,
 - 1) attend all meetings of the Management Committee and Flag Officers Committee;
 - 2) carry out such duties as the Management Committee may direct;

- 3) be responsible for the custody of all documents belonging to the Club;
- 4) keep correct minutes of all resolutions and proceedings of the Management Committee and of General and Special General Meetings;
- 5) keep and maintain a Register of members with their names and postal or residential addresses, also keep and maintain a Record of the names and postal or residential addresses of persons holding offices in the Club;
- 6) maintain a register of all yachts, power boats and any other vessels;
- 7) maintain a register of all hard standing pens and any other areas on Club Premises which are leased or occupied by particular Members;
- 8) comply with any requirements of the Liquor Act as to the renewal of the Club's license;
- 9) be responsible for the processing and registering of all amendments to the Constitution, By-laws and any Rules;
- 10) be responsible for all mail, correspondence and Membership administration;
- 11) Maintain the club constitution and present any necessary proposed amendments to the Management Committee; and
- 12) Any other duties the Management Committee may from time to time assign to the Secretary.
- 13) Administer requests for membership lists in line with Associations Incorporations Act 2015.

- ii) It should be noted that where a Club Manager has been appointed it may not be necessary to elect an Honorary Secretary and in which case all of the above duties will become the responsibility of the Club Manager.

(f) **Honorary Treasurer:**

- i) The Honorary Treasurer shall be responsible for but may delegate to an employee of the Club when one is appointed, the following duties:

- 1) responsible for the custody of all funds of the Club
- 2) responsible for collection and receipt of all monies due to the Club, and depositing of same
- 3) responsible for all payments authorised by the Management Committee by cheques drawn on such account and countersigned by the Commodore and one other Flag Officer providing such persons are not related and/or cohabit together.
- 4) responsible for all electronic transactions as authorised by the Flag Officers and Management Committee whether payments of accounts or receipt of funds
- 5) responsible for maintaining a correct record of all receipts, payments and disbursements in the books of account as kept by the Club
- 6) provide at the Annual General Meeting an audited statement of finance as required under Clause (17) (c) (v)
- 7) any other duties that from time to time maybe assigned to the Treasurer by the Management Committee
- 8) to present at each Management Committee meeting
 - a) A list of members in arrears with their subscription fees or accounts.

- b) A list of all accounts for payment by cheques, cash and electronic means.
 - c) The financial position of the Club as it relates to the approved budget.
 - d) Any other financial matter, which requires reporting on, to the Flag Officers.
- 9) To exercise a watchful supervisory role over staff who record all the financial transactions of the Club.
- 10) To make available all books and statements of account for inspection at any reasonable time by any Member of Club Management, Auditor or any Member of the Club.
- (g) **Club Manager:**
- i) The Manager in addition to such duties detailed in the contract of employment and as are specified throughout the Constitution, Rules and By-laws of the Club shall
 - 1) report directly to the Management Committee as set out in the contract of employment
 - 2) manage the trading activities of the Club
 - 3) be responsible for the clerical administration of the Club in conjunction with the Club's Secretary (where one is elected) and Treasurer
 - 4) engage and dismiss staff as directed by the Management Committee
 - 5) oversee the Club's operations on a day to day basis and supervise all paid staff. When issues arise the Manager should consult with the Commodore on what action is most appropriate to take
 - 6) when requested, act as the Club's nominee in respect of the Club's Liquor License
 - 7) carry out the duties and responsibilities in excess of those covered in the contract of employment, as may be directed by the Management Committee
 - 8) carry out the duties and responsibilities of the Honorary Secretary when that office is vacant
 - 9) to assist in all aspects of the Club's development and improvement

21 EMPLOYEES

- i) No person under the age of eighteen (18) years may be employed by the Club except in a clerical /administrative capacity and in the galley. Employment in the galley is permissible only with the clear proviso that the employee performs no duties in connection with the sale and service of alcohol including the clearing of glasses.
- ii) All employees of the Club shall as a condition of employment produce a police clearance certificate prior to commencement.

22 FINANCE

(a) Income:

- i) The income of the club shall be applied solely towards the promotion of the objects of the club.
- ii) No portion of the income shall be paid, transferred or distributed directly or indirectly to the members of the club, providing that nothing shall prevent the payment in good faith of remuneration to any officer or employee of the club or to any person other than a member, in return for services rendered to the club or to a member engaged contractually in the course of their normal business.

(b) Accounts:

- i) All accounts with any Financial Institution shall be in the name of the Ocean Reef Sea Sports Club (Inc) and all drawings or electronic payments shall be authorised by the three (3) signatories as defined in clause 17(b)(iii).
- ii) Accounts for hard standing and any other rentals are payable in advance. Any such account that remains unpaid by the due date may incur a penalty in the form of a pro-rata charge for short-term accommodation until paid.
- iii) Accounts for all functions, seminars and other social events are payable within seven (7) days of the date of invoice.
- iv) All accounts rendered for any other monies due are payable within thirty (30) days of the date of invoice.
- v) All accounts except those for Membership fees which remain unpaid for more than a period of sixty (60) days shall be presented to the Management Committee who shall by notice in writing request payment of the outstanding amount within fourteen (14) days together with any costs incurred by the Club. If the notice is not complied with the Management Committee may at its discretion apply the same provisions as apply to the non-payment of Membership fees.
- vi) Nothing contained within the above Clause twenty-two (22) (b) (v) in any way precludes the Club from taking legal action to recover the debt.

(c) Procurement:

- i) Goods shall not be procured nor any liability incurred except upon an order signed by an Officer or Employee of the Club authorised to do so by the Management Committee.
- ii) No Member of the Club shall pledge the Club's credit in any way whatsoever other than in strict conformity with the above sub-Clause and if any Member contravenes such rule, that Member shall be solely responsible for the liability so incurred.
- iii) The Management Committee can approve the commencement of a capital project providing it has been accepted in the budget and approved by a simple majority of the members entitled to vote at a General or Special General meeting.

- (d) Not for Profit:
 - i) The property and income of the club shall be applied solely towards the promotion of the objects of the club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of those objects.

23 SUB COMMITTEES

- (a) Powers:
 - i) The Management Committee shall appoint Sub Committees and may delegate powers to act to such Sub Committees. However, the Management Committee may not prevent any Sub Committee from going about their rightful business as prescribed in the scope of the Sub Committee.
 - ii) No act of any Sub Committee shall be binding on any Club Member until confirmed by the Management Committee.
- (b) Chairperson:
 - i) The Chairperson of each Sub Committee need not be a Member of the Management Committee but will be delegated the powers necessary to perform the role of chairperson by the Management Committee.
 - ii) The Club Honorary Secretary and Honorary Treasurer shall be ex officio Members of all Sub Committees and have a vote on such if they desire.
- (c) By-laws:
 - i) Sub Committees may prepare and propose by-laws for the management committee to approve but no by-laws shall be made which are inconsistent with the Constitution or conflicting with any other existing by-laws. All by-laws must have been approved by the management committee.
- (d) Activities:
 - i) Sub Committee Chairpersons shall present all proposals of Sub Committees to the Management Committee for approval and for the allocation of finance in support of their separate activities.
 - ii) Sub Committees shall furnish a written report to the Management Committee a minimum of every three (3) Months, as to their activities and any funds held by such Sub Committees. The frequency of such reports may be greater if the Management Committee believes it to be necessary.
- (e) Fund Raising:
 - i) Subject to prior approval by the Management Committee, Sub Committees may arrange for separate functions in respect of their separate activities including functions intended to raise funds. However, all funds so raised shall be paid into the Club Trading

Account by the Treasurer who shall record the same as having been received from the particular Sub Committee concerned either for general revenue or for a specific purpose and shall bank such funds in the Club bank account.

- ii) Sub Committee Chairpersons shall present all proposals of Sub Committees to the Management Committee for approval and for the allocation of finance in support of their separate activities. Sub Committees shall furnish a written report to the Management Committee a minimum of every three (3) months, as to their activities and any funds held by such Sub Committees. The frequency of such reports may be greater at the discretion of the Management Committee.

- (f) **Portfolios:**
 - i) Sub Committees shall be formed to advise the Management Committee on and administer all Sea Sports and Club activities for example: By-laws, Fund Raising, Forward Planning, Grounds & Maintenance, Hard Standing, Magazine, Membership, Publicity, Promotion, Property, Regattas, Social etc.
 - ii) Further Sub Committees maybe formed as and when the Management Committee deems it advisable.
 - iii) Whenever possible the Management Committee should record its instructions to the Chairperson of the Sub-Committees in writing in the form of a brief, incorporating such matters as its Membership, its function and duties and a timetable for achievement of its goals.

24 SECTION COMMITTEES

- (a) **Formation:**
 - i) Section Committees shall be formed to control and administer all Sea Sports and Club activities for example: Yachting, Power Boating, Angling, Diving and Social. Further Section Committees maybe formed as and when the Management Committee deems it advisable.

- (b) **Making of By-laws:**
 - i) Section Committees may make by-laws for the management of their particular section but no by-laws shall be made which are inconsistent with the Constitution or conflicting with any other existing by-laws.
 - ii) The Rear Commodores will submit all by-laws to the Management Committee for confirmation and ultimate approval.

- (c) **Section Chairperson:**
 - i) The Chairperson known as the Rear Commodore of each Section Committee shall be elected in accordance with Clause (18) (b) of the Constitution and be a financial standard single or family Member, or Life Member of the Club.
 - ii) Other Members of Section Committees may be recruited from amongst all classes of Membership of the Club and shall be elected by their peers at the Section's Annual General Meeting. Membership of a Section Committee shall continue until terminated

by either resolution of the Rear Commodores or until change of office at the following Annual General Meeting.

(d) Purpose and Function:

- i) Section Committees shall be created to perform a particular Sea Sporting activity, and shall not have authority to act independently or commit the Club in any matter whatsoever without the appropriate authority of the Management Committee. Whenever possible Section Committees should record their purpose and function in writing to prevent any future mismanagement of its activities. A copy should be kept with the Management Committee.

25 TRUSTEES AND SEAL-HOLDERS

(a) Trustees:

- i) There shall be three Trustees of the Club who shall be financial Standard, Concessional, Single or Life Members of the Club and shall be elected in accordance with nineteen (18) of the Constitution.
- ii) The Management Committee may fill (but not from within their own ranks) any casual vacancy in the position of Trustee.
- iii) Trustees are appointed as guardians of the Club and shall act in the best interests of the Club and its Members and ensure the Club is run and managed in accordance with the Constitution, Standing Orders and By Laws. Therefore, it is essential that all Trustees are fully familiar with such documents.
- iv) Trustees shall not interfere with the day to day Club operations and Management and can only report to the Members in General Meeting or a Special Meeting called for that purpose. However, in times of dispute between members of the Management Committee, the Trustees shall have the right to sit at all such meetings until such time as the issue is resolved and may if warranted chair all such meetings
- v) Trustees who have served six (6) consecutive years in office cannot be reappointed for a further term without a minimum of one (1) years break.
- vi) Within one month of the Annual General Meeting each year, the Trustees shall meet to appoint a Chairperson from amongst their members and thereafter shall meet on an as needs basis.
- vii) Each of the Trustees is to be provided with a copy of the minutes of each of the Management Committee meetings.

(b) Seal Holder:

- i) The Club shall have a Common Seal, which shall be kept in a secure place on the Club Premises and shall not be affixed to any document except by authority of the Management Committee and then only affixed in the presence of two Trustees.
- ii) The Commodore and the Honorary Treasurer of the Club shall countersign any document to which the Seal shall be affixed.

26 LIABILITY, INDEMNITY AND EXCLUSION OF LIABILITY

(a) Liability of Members:

- i) The Club, its Flag Officers and Management Committee shall not be liable to any Member of the Club or to any person using the Club premises or property, under, or by virtue of the Constitution, or by reason of any act of neglect, default, or negligence of any Officer, Employee or Agent of the Club.

(b) Indemnity and Exclusion of Liability:

- i) Every Officer or Employee of the Club acting in the performance or intended performance of their duties for the Club, shall be indemnified out of the property of the Club, against any liability incurred by them in their capacity as an Officer or employee in defending any proceedings whether civil or criminal.
- ii) The Club, its Officers and Employees acting in performance or intended performance of their duties of the Club shall not be liable nor shall action at the instance of any Member of the Club lie against the Club, Officer or Employee of the Club in respect of any actions, claims, demands of any kind on account of anything done or omitted to be done resulting in any injury, loss or damage to any person or property howsoever and whatsoever arising notwithstanding that such injury, loss or damage may have been caused by the negligence or wrongful act or default of the Club, its Officers and Employees.

27 VALIDATION OF ACTS OF CLUB MANAGEMENT

- i) All business transacted at any meeting of the Management Committee or Section Committees shall be valid providing the business was carried out in accordance with the objectives of the Constitution.
- ii) Notwithstanding that it is afterwards discovered that there was some defect in the appointment of either Committee or any of its Members, then that business will be as valid as if every Member had been properly appointed and was properly entitled to act and was acting in good faith.

28 MEETINGS OF CLUB MANAGEMENT AND SUB COMMITTEES

(a) Management Committee Meetings:

- i) The Management Committee shall meet monthly at a convenient time and day. However, a Special Meeting of the Management Committee may be convened by any two (2) Flag Officers or Management Committee Members not being Flag Officers.
- ii) Five Members of the Management Committee shall constitute a quorum. These five must include Commodore or Vice Commodore and either Treasurer or Secretary (where one is elected), plus a minimum of two (2) Rear Commodores.

- iii) In the case of a tied vote, the vote of the most senior Flag Officer present, which may be the Chairperson, providing that person has already voted, shall count as two (2) votes.
- (b) **Section Committee and Sub Committee Meetings:**
 - i) The Chairperson of each Section Committee and Sub-Committee shall call Section Committee and Sub Committee meetings as often as shall be deemed appropriate but not less than four times per annum at a time and date convenient to all Members. However, any two Members of a Section Committee or Sub-Committee may request a meeting of any Section Committee or Sub-Committee.
 - ii) The quorum of a Section Committee or Sub Committee shall consist of two thirds of the Members of the Section Committee or Sub Committee at that particular time.

29 GENERAL MEETINGS

- (a) **Annual General Meeting:**
 - i) A General Meeting of the Members, to be called the Annual General Meeting shall be held within four (4) months after the end of the Club's financial year at a time and place to be determined by the Management Committee.
 - ii) The business of the Annual General Meeting shall be to receive the Annual Reports of the Management and Section Committees, the Balance Sheet, Profit and Loss Account, Trading Account, Auditor's report.
 - iii) To elect the Management Committee, Trustees and Auditor for the forthcoming year in accordance with this Constitution and to consider such other business as maybe appropriate.
 - iv) Not less than one (1) calendar months' notice of the Annual General Meeting shall be given to all Members by way of either a valid email address, publication in the Club magazine or via advertisements through the club. Members can request a notice be sent to them via the club office.
- (b) **Special General Meeting:**
 - i) The Management Committee shall have the power to call Special Meetings of the Members to be held on such day and at such time and place either as they see fit or as the Management Committee may request.
 - ii) The Management Committee shall be bound to call a Special General Meeting on receipt of a written requisition signed by at least ten per cent (10%) of registered Members eligible to vote, as provided for under clause six (6), requesting them to do so and specifying the business for which such meeting is to be held.
 - iii) Not less than one (1) calendar months' notice of the Special General Meeting shall be given to all Members by way of either a valid email address, publication in the Club magazine or via advertisements through the club. Members can request a notice be sent to them via the club office.

- iv) At any Special General Meeting only the business for which the meeting has been called can be discussed and voted upon.
- (c) **Half Yearly General Meeting:**
 - i) The Management Committee shall call at least one (1) General Meeting per year in addition to any Special General Meeting or Annual General Meeting. This meeting to be called the Half-Yearly General Meeting.
 - ii) The time and place of all meetings to be determined by the Management Committee.

30 PROCEDURE AT MEETINGS

- (a) **Chairperson:**
 - i) At all Annual or Special Meetings the Chair shall be taken by the Senior Flag Officer present and if no Flag Officers be present a Chairperson shall be elected by a simple majority of Members present from those Members that comprise the Management Committee.
 - ii) Should the senior Flag Officer present decline the chair, then a Trustee will request Members present to elect by a show of hands a Chairperson for the duration of the meeting.
- (b) **Quorum:**
 - i) A quorum at the Annual General Meeting held in August or any Special General Meeting shall consist of not less than seven and a half per cent (7.5%) of the register of Financial Members who are entitled to vote.
 - ii) At any other General Meeting where a quorum of Members is not present, those Financial Members who are entitled to vote, and who are present at the time appointed for commencement of the meeting, shall be a quorum and may transact the business of that meeting. Providing that no such business impacts on the Constitution or is deemed to change the direction of the Club or be detrimental to the majority of Members.
- (c) **Meeting Adjournment:**
 - i) If within half an hour from the time appointed for the August Annual General Meeting, a quorum of Members is not present, the meeting will stand adjourned.
 - ii) A new date to be fixed by the Members present being not more than one (1) calendar month after the date for which the meeting was first called.
 - iii) If at such adjourned meeting a quorum of Members is not present the Members present shall be a quorum and may transact the business for which the meeting was called.

(d) **Order of Business:**

- i) Confirmation of Minutes of last General Meeting and of any Special Meeting held since the preceding Annual General Meeting.
- ii) Receiving and discussing the Annual Reports of the Management and Section Committees.
- iii) Honorary Secretary's and or Manager's Report including details of Membership.
- iv) Auditor's Report.
- v) Treasurers Financial Reports including profit and loss, balance sheet etc.
- vi) The determination of any special business matters appearing on the notice convening the meeting.
- vii) Special business of any kind brought forward after written notice.
- viii) Presentation of the new financial year's budget and the determination of nomination and subscription fees.
- ix) The election of the Management Committee.
- x) The ratification of all Section Rear Commodores.
- xi) General Business.

(e) **Voting:**

- i) At any General Meeting voting on any motion, except the election of flag officers where there is more than one nomination, shall be by show of hands
- ii) A secret ballot can be demanded by either the Chairperson or by not less than a simple majority of those Members present and entitled to vote.
- iii) A vote on a motion other than changes to the Constitution shall be deemed carried by a simple majority with the exception of Clause seventeen (17) (a) (vi) which requires a two-thirds (2/3) majority.
- iv) Where an alteration to the Constitution is being voted upon a majority of three quarters (75%) is required as provided for in Clause thirty six (36) of the Constitution.
- v) In all voting, as is demanded in accordance with the provisions of the Constitution, a declaration by the Chairperson that a motion has been carried, carried unanimously, or lost shall be final and conclusive.
- vi) All voting shall be taken in such manner as maybe provided for in the By Laws, Rules or Standing Orders of the Club, or in the absence of such instructions as the Chairperson may direct.
- vii) Voting on the election of flag officers where there is more than one nomination shall be by secret ballot.

- (f) Resolutions:
 - i) All resolutions passed at a duly convened meeting of the Club shall be conclusive and binding on all Members of the Club whether they shall be present at such meetings or not.
- (g) Standing Orders:
 - i) All Meetings, General Meetings and Special Meetings shall be conducted in accordance with the Standing Orders of the Club and where matters not dealt with in such Standing Orders arise, then such matters shall be governed by the customary procedure at meetings.

31 POSTPONEMENT OF MEETINGS

- i) The Management Committee may postpone any meeting of the Club to such time and place, as it thinks fit, so long as such time does not exceed one calendar Month from the original date proposed.

The business transacted at such postponed meeting shall be as valid as if it had been transacted at the meeting first appointed. Written notice for all reconvened meetings must be forwarded to all Members at least seven (7) days prior to the reconvened meeting.

This does not apply to General Meetings, as they are governed by Clause 29 – General Meetings.

32 LICENSING

- (a) Liquor Licensing Act:
 - i) As long as the Club is registered under the Liquor Control Act 1998 the Management Committee, all Members and employees shall at all times observe and comply with the provisions of the Liquor Control Act 1998 and its amendments currently in force in so far as it affects the Club and such provisions shall be deemed to be included in the Constitution, Rules and By-laws of the Club.
- (b) Sale of Liquor:
 - i) The supply and sale of liquor shall at all times comply with the Liquor Control Act 1998 and no liquor shall be sold or supplied to any person whether a Member or not under the age of eighteen (18) years.
 - ii) No person under the age of eighteen (18) years unless accompanied by a parent, guardian or supervising adult be admitted to any portion of the Club premises where liquor is sold or consumed other than those areas as approved by the Director of Liquor Licensing or the Management Committee.

- iii) No payment or part payment maybe made by way of commission or allowance out of money received from the sale of liquor to any Officer or Employee of the Club.
- iv) Liquor may not be removed from the Club premises except by or on the instruction of the Member to whom it is sold.

33 GUESTS

- i) All Members as provided for within the Constitution shall have the privilege of introducing guests to the Club premises and such guests may take part in any Club activity with the approval of a Member of the Management Committee provided that: -
 - 1) A person who is not a Member shall not be admitted to any part of the Club Licensed Premises except as provided by this Constitution.
 - 2) No guest shall be allowed in the licensed premises of the Club whilst the Bar is open unless his or her name has been recorded in the Visitors' Book by the Member who has invited such guest or guests and the Member shall be responsible for the conduct of such guest or guests.
 - 3) No Member, subject to Clause twelve (12) (c), shall invite to the Club on any one occasion more guests than as approved by the Management Committee or as determined by the Director of Liquor Licensing.
- ii) A guest may not be supplied with liquor, other than to be consumed on and in the Club's premises.
- iii) A Member shall not regularly, as determined by the Management Committee, invite the same guest or guests to the Club's licensed Premises.
- iv) The Management Committee has the right to refuse entry to any Member's guest who in their opinion is not eligible for entry to any part of the Club as an invited or otherwise guest.
- v) Any Member may complain to the Management Committee that any guest of another Member is, in their opinion, an undesirable person to be introduced into the Club and the Management Committee if it agrees, has the power to request the Member not to introduce such guest and in which case the guest will not be allowed entry to the Club.
- vi) The maximum number of guests per member per day for the purposes of Section 48(4)(b) of the Act is five (5).

34 TROPHIES AND PRIZES

- i) Trophies and prizes should be allocated for activity events as organised by Section Committees subject to approval of such allocation by the Management Committee.
- ii) Presentation of such prizes shall take place immediately after each event or at the next General Meeting or at a specified time and place set down by the Flag Officers for such presentation.

35 CLUB COLOURS, EMBLEM, BURGEE, DRESS, UNIFORM INSIGNIA AND RANKING

- a) Shall be detailed in the Club By Laws

36 CONSTITUTION

(a) Alterations to the Constitution:

- i) The Constitution shall not be amended nor repealed nor shall any new Clauses be added except by special resolution passed at a General Meeting by a seventy-five Percent (75%) majority of the Members present and entitled to vote and voting. Providing that a Quorum of not less than seven and a half per cent (7.5%) of the registered members eligible to vote as provided for under Clause six (6) is present at the meeting.
- ii) No such resolution shall be submitted to the meeting unless such resolution has been proposed and seconded by two financial Members and submitted to the Secretary at least sixty (60) days prior to the date of the meeting.
- iii) The Secretary shall notify all Members in writing of any such resolution at least thirty (30) days prior to the date of the meeting.
- iv) Within one month after the making of any amendment or alteration to the Constitution, the Management Committee shall supply to the Department of Mines, Industry Regulations and Safety a certified copy of the amendment or alteration, in accordance with the requirements of the Liquor Act and the Associations Incorporation Act.
- v) No amendment or alteration to the constitution shall take effect until lodged and accepted by the Department of Mines, Industry Regulations and Safety in Western Australia.

(b) Binding on Members:

- i) A person who accepts Membership of the Club is deemed to have consented to and shall be bound by the Constitution, Rules and By-laws of the Club.

(c) Previous Constitution:

- i) All previous acts and appointments legal and valid under former Constitutions and By-laws shall, subject to the Constitution and By-laws remain legal and valid.

(d) Copy of Constitution:

- i) All financial members, upon successful registration, will be supplied with an electronic copy of the club Constitution, Rules and By Laws of the Club, or will be directed to the Club's Website.

37 PROPERTY

(a) Application of:

- i) The property of the Club shall be applied solely towards the promotion of the Objects of the Club. No portion of the property shall be transferred or distributed directly or indirectly to the Members of the Club.

(b) Damage to Club Property:

- i) Any Member, who deliberately damages Club property shall be held liable for such damage and in default of payment on demand being made by the Management Committee for payment of the amount of such damage, shall be suspended from all Club privileges until such default is remedied.
- ii) The Management Committee reserves the right to consider expulsion of the Member or Members concerned.

(c) Removal of Club Property:

- i) A Member shall not remove any Club property from the Club premises for any reason unless authorized to do so by the Secretary and then only in accordance with the By-laws covering such topic.

38 DISSOLUTION

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 association 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 association 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 (Cwth);
- iv. a company holding a licence that continues in force under section 151 of the Corporations Act 2001 (Cwth);
- 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 to its members;
- vi. a trustee for a body corporate referred to in Section 39(c)(v); 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.

ACCEPTANCE OF THE NEW CONSTITUTION

This Constitution was adopted at the Annual General Meeting of Club Members held on 15 August 2019 with subsequent amendments which have been notified to and approved by the Department of Commerce and the Director of Liquor Licensing.

Signed By Honorary Secretary

Signed By Commodore.

APPENDIX 2 RECORD OF SUBSEQUENT AMENDMENTS.

RULE AMENDED OR INSERTED:	DATE OF AGM	DATE RATIFIED
3(ix) AMENDED definition of "Financial Year"	15 AUGUST 2019	16 AUGUST 2019
3(xii) AMENDED definition of "Liquor Act"	15 AUGUST 2019	16 AUGUST 2018
4(ix) DEFINED compensation to officers.	15 AUGUST 2019	16 AUGUST 2018
6(g) DELETED current clause 6(g) and replaced with new clause.	15 AUGUST 2019	16 AUGUST 2018
8(i) AMENDED register of members	15 AUGUST 2018	16 AUGUST 2018

8(ii) <u>AMENDED</u> provides additional privacy for member's data.	15 AUGUST 2019	16 AUGUST 2019
12 <u>AMENDED</u> defined the correct liquor control act.	15 AUGUST 2019	16 AUGUST 2019
15 (1)(ii) <u>AMENDED</u> clarified the initial stages for resolution of complaints.	15 AUGUST 2019	16 AUGUST 2019
15 (iii) <u>INSERTED</u> new clause resolving disputes and defining the mediation process.	15 AUGUST 2019	16 AUGUST 2019
16 (iii) <u>AMENDED</u> deleted entire clause 16 and replaced with suspension expulsion. Explains in more detail the mediation process.	15 AUGUST 2019	16 AUGUST 2019
17 (c)(v) <u>INSERTED</u> explaining the financial reports to be included in AGM agenda.	15 AUGUST 2019	16 AUGUST 2019
18 <u>INSERTED</u> two new clauses outlaying the criteria needed to stand on the management committee.	15 AUGUST 2019	16 AUGUST 2019
22 (d)(i) <u>INSERTED</u> new clause confirming clubs Not for Profit status.	15 AUGUST 2019	16 AUGUST 2019
29 (a)((iv) (b)(iii) <u>AMENDED</u> refereeing back to the new mediation process.	15 AUGUST 2019	16 AUGUST 2019
30 (iii) <u>AMENDED</u> clarifying the former provision references	15 AUGUST 2019	16 AUGUST 2019
31(i) <u>AMENDED</u> resolving conflict provisions in the constitution.	15 AUGUST 2019	16 AUGUST 2019
36(d)(i) <u>AMENDED</u> defines the process for distribution of club constitution.	15 AUGUST 2019	16 AUGUST 2019
38 <u>AMENDED</u> – dissolution process. Deleted former and replaced with new clause.	15 AUGUST 2019	16 AUGUST 2019
6 <u>AMENDED</u> added more clarification to concessional membership definition.	15 AUGUST 2019	16 AUGUST 2019
6 <u>INSERTED</u> new membership added for applicants looking to participate in either Darts or crew related activities.	15 AUGUST 2019	16 AUGUST 2019
35 <u>AMENDED</u> inserted all clause 35 into clubs by-laws.	15 AUGUST 2019	16 AUGUST 2019

Signature..... Commodore

Date.....