



CONSTITUTION

of

OCEAN REEF SEA SPORTS CLUB INC

February 2024

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1. Name of Club

- (a) The name of the Club shall be Ocean Reef Sea Sports Club Inc.

2. Objects

- (a) The principal objects are to foster and encourage Sea Sports with particular attention to sports involving family participation and to promote social interaction between member and the provision of amenities for use by member.
- (b) To engage in the promotion of Safe Practices on land and sea amongst Club member and by example to further this objective within the community.
- (c) To maintain Club premises with all its amenities for use by member and guests.
- (d) 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.

3. Not for Profit

- (a) 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.

4. Definitions

- (a) In reading these rules, unless the context or such otherwise indicates or requires:
 - (i) "Act" means the Associations Incorporation Act 2015, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
 - (ii) "AGM" means an AGM called in accordance with Section 13 hereunder.
 - (iii) "Books of the Association" means: the member Register; the Record of Office Holders; and the Club Constitution.
 - (iv) "By-Laws" means the codes of rules made and adopted by the Club in accordance with Clause 21(b)(xii).
 - (v) "Club" means Ocean Reef Sea Sports Club Inc.
 - (vi) "Club Premises" means all land, building and structures thereon of which the Club is the bona fide occupier.
 - (vii) "Commissioner" means: the person for the time being designated as the Commissioner under of the Act.
 - (viii) "Committee" means the Management Committee for the Club, duly elected for the time being in accordance with these Rules.
 - (ix) "Financial records" Includes: invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers; documents of prime entry; working papers and other documents needed to explain the methods by which financial statements are prepared; and adjustments to be made in preparing financial statements;

- (x) “Financial report” has the meaning given in Part 5 of the Act;
- (xi) “Financial statements” means the financial statements in relation to the Club required under Part 5 of the Act;
- (xii) “General Meeting” means a General meeting of the Club whether Annual or Special.
- (xiii) “Liquor Act” means the Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
- (xiv) “Month” means a calendar month.
- (xv) “Playing Rights” mean the rights of any category of the membership or guest or visitor to use the sporting facilities as provided in these rules, in the by-laws or as determined by the Committee, as the case requires.
- (xvi) “Rules” means this constitution of the Club, as in force for the time being.
- (xvii) “Special General Meeting” means a General Meeting as defined below, called in accordance with Section 14 hereunder, at which only business that has been described in the notice may be transacted.
- (xviii) “Special Resolution” means a resolution passed by the members at a general meeting in accordance with Section 51 of the Act.
- (xix) “Voting rights” means the ability for a financial member to propose or second an application for membership; move or second a motion or special motion; speak at all general meetings; nominate for a position on the Committee; cast a single vote at all general meetings and elections; and petition for a special general meeting.

5. Membership

- (a) Membership of the Club shall consist of the following:
 - (i) **Standard Member** – Persons who have attained eighteen (18) years of age shall be eligible to apply for Standard membership.
 1. Standard members shall be entitled to exercise all the rights and privileges of the Club, subject to limitations on that entitlement determined by the Committee under Clause 21(b)(ii).
 2. Standard membership may include the applicant, their nominated partner and children who have not attained the age of eighteen (18) years of age.
 3. The person making application for membership shall be the Registered member and shall have voting rights.
 - a. The Registered member may appoint their nominated partner as their proxy.
 - b. The Nominated Partner is eligible to be a subcommittee member.
 - (ii) **Concessional Member** – Persons who have attained eighteen (18) years of age and:
 - a. are a full-time student who has not attained twenty-five (25) years of age;
or
 - b. are eligible to receive the Age Pension; or

- c. are single; or
- d. resides more than fifty (50) kilometers from the club

shall be eligible to apply for Concessional membership.

1. Concessional members shall be entitled to exercise all the rights and privileges of the Club, subject to limitations on that entitlement determined by the Committee under Clause 21(b)(ii).
 2. Concessional members shall be eligible for a reduced Membership fee at seventy percent (70%) of the Standard membership fee.
 3. Except as below, Concessional members shall have voting rights.
 - a. Concessional members under 5(ii)d shall be entitled to move or second a motion or special motion; speak at all general meetings; cast a single vote at all general meetings and elections; and petition for a special general meeting.
- (iii) **Life Member** – the Management Committee may appoint persons who have rendered a minimum of ten (10) years of special and outstanding service to the Club as Life member for such service.
1. Life members shall be entitled to exercise all the rights and privileges of the Club, subject to limitations on that entitlement determined by the Committee under Clause 21(b)(ii).
 2. Life members shall have voting rights.
 3. Life member shall be exempt from subscriptions but shall pay any levies , hard standing, competition and capitation fees.
- (iv) **Junior Member** – Persons under the age of eighteen (18) years at the commencement of the membership year shall be eligible to apply for Junior Membership.
1. Junior member shall require a sporting affiliation with the Club.
 2. Junior members shall have the use of the Clubhouse amenities and sporting facilities, subject to limitations on that entitlement determined by the Committee under Clause 21(b)(ii).
 3. Junior members shall be eligible for a reduced Membership fee at ten percent (10%) of the Standard membership fee.
 4. Junior members shall not have voting rights except the right to speak at all general meetings.
 5. Any Junior member on attaining the age of eighteen (18) years of age wishing to remain a member of the Club shall apply for transfer of membership.
 6. Junior members shall not have authority to invite guests to the Club unless otherwise approved in writing by the Committee.
- (v) **Short-Term Member** – Persons who have attained eighteen (18) years of age, interested in promoting the objects of the Club but does not wish to participate in any affiliated sporting activities shall be eligible to apply for Short-Term membership.

1. Short-Term membership shall be for a period of twenty-eight (28) days.
 2. Short-Term members shall have the use of the Clubhouse amenities, subject to limitations on that entitlement determined by the Committee under Clause 21(b)(ii).
 - a. Short-Term members shall not be authorised to use the sporting facilities unless approved in writing by the Committee.
 3. Short-Term member shall not have voting rights.
- (vi) **Affiliate Member** – Persons who have attained eighteen (18) years of age, interested in participating in club sports or other sanctioned activities determined by the Committee shall be eligible to apply for Affiliate membership.
1. Affiliate members shall have the use of the Clubhouse amenities, subject to limitations on that entitlement determined by the Committee under Clause 21(b)(ii).
 - a. Affiliate members shall not be authorised to use the sporting facilities unless approved in writing by the Committee.
 - b. Affiliate members shall not be eligible for any club related draws.
 2. Affiliate members shall not have authority to invite guests to the Club unless otherwise approved in writing by the Committee.
 3. Affiliate member shall not have voting rights.
- (vii) **Employee Member** – Persons who are employed by the Club shall be eligible to apply for Employee membership.
1. Employees of the Club are only eligible to apply for Employee membership.
 2. Employee members shall be entitled to exercise all the rights and privileges of the Club, subject to limitations on that entitlement determined by the Committee under Clause 21(b)(ii).
 3. Employee members who have not attained eighteen (18) years of age shall not have authority to invite guests to the Club unless otherwise approved in writing by the Committee.
 4. Employee members shall not have voting rights.
- (viii) **Honorary Member** – Membership may be granted by the Committee to Club Patrons, Sponsors, Selected Government Officers and any other such persons as the committee may decide from time to time based on their relationship to the Club or community.
1. Honorary members shall have the use of the Clubhouse amenities and the sporting facilities, subject to limitations on that entitlement determined by the General Committee under Clause 21(b)(ii).
 2. Honorary membership will be restricted at any one time to a level deemed appropriate by the Club.
 3. Honorary member shall not have voting rights.
- (ix) **Corporate Member** – a registered company or business may be granted Corporate membership status by the Committee.

1. Corporate members shall have the use of the Clubhouse amenities and the sporting facilities, subject to limitations on that entitlement determined by the Committee under Clause 21(b)(ii).
 2. Corporate members shall not be entitled to register a vessel with the Club or apply for any pen, mooring or hard standing facilities of the Club.
 3. The annual subscription fee for Corporate members shall be equal to two (2) times that of the Standard membership fee or such other higher fee structure as maybe approved by members at a General Meeting.
 4. Corporate membership will be restricted at any one time to a level deemed appropriate by the Committee.
 5. Corporate members may nominate up to two (2) individuals of the company or business.
 6. Corporate members shall not have voting rights.
- (x) **Temporary Member** – a person who is on any day visiting the Club as a member or an official of another club or team, or a person assisting a member or an official of another club or team to:
- a. Engage in a pre-arranged event with the Club as per the Club’s objects; or
 - b. Hold a pre-arranged function at the Club involving the use of the Club’s sporting facilities.
1. Temporary member shall not be entitled to be present at any meeting of the members of the Club, nor have voting rights or any right, title or interest in or to any of the property of the Club.
- (b) Temporary, Honorary membership would be subject to withdrawal by any Club official, including bar persons, acting on the best interests of the Club.

6. Application for Membership

- (a) All applications shall be signed by the applicant.
- (b) Any previous member of the Club who seeks re-admission to the Club shall apply for membership as per Clause 6(c).
 - (i) Any person who has been expelled shall not be eligible to apply for membership for a period of five (5) years from date of expulsion.
- (c) Any person desiring to become a Standard, Concessional, Junior, Functional, Affiliate, Short-Term or Corporate member of the Club shall apply in writing on the form provided for the purpose from time to time by the Club:
 - (i) All applications shall be nominated by two (2) financial voting members.
 - (ii) At the next Committee meeting, the applicant shall then be accepted or denied membership.
- (d) **Change of Membership Category**
 - (i) Any member wishing to transfer to a different membership category shall apply in writing on the form provided for the purpose from time to time by the Club.
 1. The membership application will then be considered by the Committee as per

Clause 6(c).

- (ii) Any Junior Member on attaining the age of eighteen (18) years of age shall on application to the Committee be transferred to the appropriate Club membership.
 - 1. A nomination fee shall not be required if the application to transfer occurs within two (2) years of attaining the age of eighteen (18) years of age.
- (e) **Transfer of Membership**
 - (i) The registered member of a Standard Membership may request a transfer of the registered name of the Membership to another family member.
 - (ii) The registered member shall apply in writing on the form provided for the purpose from time to time by the Club stating reasons for the request.
 - 1. The transfer request will then be considered by the Committee as per Clause 6(c).
- (f) No person shall be entitled to exercise any of the privileges of a member until they have paid all nomination fees and subscriptions due by them.
- (g) The Committee shall have the right to refuse to admit any person to membership without assigning any reason for doing so.
 - (i) Applicants whose membership has been rejected shall not be eligible to reapply for membership for a period of five years (5) from the time of rejection.
 - (ii) Applicants whose membership has been rejected shall not attend the Club as a guest of any member.
- (h) On the acceptance of each applicant, the Secretary shall notify the same to them, and they shall be enrolled as a member of the Club, and become entitled to the privileges and be bound by its rules, by-laws, house rules and code of conduct and by all consequences resulting from breach or non-performance thereof, and shall thereby absolve every person concerned in carrying out enforcing such rules from all personal responsibility or legal liability on such account.
- (i) **Life member** – A financial voting member may propose another member for Life Membership to the Committee in writing giving reasons as per the criteria contained in the by-laws that Life Membership should be granted.
 - (i) A Committee Meeting may, upon a unanimous vote, confer Life Membership on a member who has rendered a minimum of ten (10) years of special and outstanding service to the Club.

7. Register of Members

- (a) The Club shall keep an up-to-date register of members in respect of Standard, Concessional, Junior, Functional, Affiliate or Corporate members.
 - (i) Residential, postal or email address; or information by means of which contact can be made with the member, can be nominated for the members register.
 - (ii) For the purposes of the Liquor Act, a register of member names and class of membership shall be continually available for inspection at the Club premises by authorised officers as defined under the Liquor Act.
- (b) A member shall contact the Secretary to request to inspect the member Register.

- (c) The member may make a copy of details from the member Register but has no right to remove the Register for that purpose.
- (d) A member may make a request in writing for a copy of the member Register.
- (e) The Club may charge a reasonable fee to the member for providing a copy of the member Register, the amount to be determined by the Committee from time to time.
- (f) A member shall not use or disclose the information on the member Register:
 - (i) To gain access to information that a member has deliberately denied them (that is, in the case of social, family or legal differences or disputes);
 - (ii) To contact, send material to the Club or a member for the purpose of advertising for political, religious, charitable or commercial purposes, or
 - (iii) For any other purpose unless the use of the information is approved by the Committee and for a purpose:
 - 1. That is directly connected with the affairs of the Club; or
 - 2. Related to the provision of the information to the Commissioner in accordance with a requirement of the Act.
- (g) The Committee shall 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.

8. Membership Cessation

- (a) A person ceases to be a member when any of the following takes place:
 - (i) For a member who is an individual, the individual dies;
 - (ii) For a person whose title represents a corporate member, the body corporate is wound up;
 - (iii) The person resigns from the Club;
 - (iv) For an Employee member, when employment with the Club ceases;
 - (v) The person is expelled from the Club under Section 32;
 - (vi) The person ceases to be a member under Clause 11(i).
 - (vii) At the discretion of the Management Committee upon the member being convicted of an indictable criminal offence.
- (b) The Secretary will keep a record on file of the date on which the person ceased to be a member and the reason why the person ceased to be a member.
- (c) A member may resign from membership of the Club by giving written notice of the resignation to the Secretary:
 - (i) The resignation takes effect when the Secretary receives the notice; or if a later time is stated in the notice, at that later time.
 - (ii) A person who has resigned from membership of the Club remains liable for any fees that are owed to the Club (the owed amount) at the time of resignation.
 - (iii) The owed amount may be recovered by the Club in a court of competent jurisdiction as a debt due to the Club.

9. Member's Rights

- (a) The rights and privileges of every member shall be personal and shall not be in any manner transferable by their own act or through any other person on their behalf or by operation of law.
- (b) Voting rights for each membership category are as detailed in Section 5.
- (c) All members, upon commencement of membership, will be supplied with an electronic copy of the Club Constitution or will be directed to obtain a copy of the Club Constitution from the Club's website.
- (d) Upon acceptance to membership, all members agree to be bound by the Club Code of Conduct.
- (e) Guests – Standard, Concessional, Functional, Affiliate or Corporate member shall be at liberty to invite guests to the Club, but the number of guests shall not exceed the maximum number as contained in the Liquor Act.
 - (i) A member shall be at liberty to invite maximum number of guests as per the By-Laws where the sale of liquor is ancillary to a meal supplied at the Club by or on behalf of the Club to a member and to each of the guests of that member being guests of whose attendance was given prior notice to the Club as per the Liquor Act.
 - (ii) The maximum number of guests per member per day for the purpose of the constitution is determined in the ORSSC By-Laws.
 - (iii) A guest may attend the Club a maximum of three (3) times over a six (6) month period before they shall apply for membership.
- (f) Functions – Standard, Concessional, Functional, Affiliate or Corporate are entitled to host functions on the Club premises after written application for said function has been considered and approved by the Committee.
 - (i) The member may hold the function without limit to the number of guests, providing that the sale of liquor shall be to the member, for consumption by the guests of that member at the function, as per the Liquor Act and Function Policy.
 - (ii) The Function Coordinator will furnish the applicant with a written copy of Club rules relating to functions after the application has been approved and any additional conditions and restrictions it shall see fit.
- (g) Upon request, a member is able to inspect the Books of the Association at such time and place as is mutually convenient to the Club and the member.

10. Nomination Fees

- (a) Nomination fees are payable by Standard, Concessional, Junior, Functional, Affiliate and Corporate members except where transferring to another class of membership.
 - (i) Where the previous member had resigned their membership, the Management Committee shall have the power to waive the Nomination Fee one time only, providing not more than two (2) years has elapsed since resignation occurred and all outstanding fees had been fully paid at the time of resignation.
 - (ii) Nomination fees shall be waived for Junior members on attaining the age of eighteen (18) years of age if their application to transfer occurs within two (2) years of attaining the age of eighteen (18) years of age.

- (iii) Where membership had been terminated, the Nomination shall not be waived.
- (iv) Upon presentation of a current valid student card, the nomination fee payable by a Concessional member (student) under Clause 5(ii)a shall be twenty percent (20%) of the current nomination fee.
- (v) On written application to the Management Committee, any member of Whitfords Volunteer Sea Rescue Group applying to be a member of the Club shall be exempt from paying the Nomination Fee.
 - 1. Sea Rescue Group member shall 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.
 - 2. If a Sea Rescue Group member leaves the Sea Rescue Group within a period of twelve (12) months of joining, that person shall be required to pay the full nomination fee to the Club or they will forfeit their Membership with the Club.
- (vi) On written application to the Management Committee any member of the Joondalup City RSL Sub-Branch wishing to join the Club shall be exempt from paying the nomination fee.
 - 1. RSL members shall 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.
 - 2. 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 the Club.
 - 3. Affiliate members shall be eligible to receive the fifty percent (50%) nomination past twelve (12) months of continued participating in club sports.
- (b) The committee shall have the power to waive or discount Nomination fees where circumstances warrant or for promotional purposes.
- (c) Notice of the subscriptions and any nomination fee shall be notified to the members in writing to their registered address on the Register of member.
- (d) Any member who does not notify the Secretary in writing before the end of the Club subscription year of their withdrawal from the Club shall be liable for the subscription for the current Club subscription year.
- (e) Any member whose subscription is in arrears after the 1st day of November in each year shall cease to be a member and shall be required to reapply for membership.

11. Subscriptions

- (a) The subscription year shall be from the 1st day of September to the subsequent 31st day of August.
- (b) All subscriptions are due from the first day of September and are payable in advance on or before the first day of November.
 - (i) A member may, on written request to the Management Committee, arrange partial payments, which shall be finalised by the 31st day of December in the same subscription year.

- (ii) Any member who, through absence; illness; financial difficulties; unemployment; physical disability or other distressful circumstances is unable to pay their full subscription but desires to retain participation with the Club may apply in writing to the Committee to relieve them of part of their liability, but not so as to make their total liability less than one third of the applicable subscription. The Committee will have discretion as to whether to accept the application and if accepted, any amount payable.
- (c) The annual subscription and any nomination fee of the Club shall be determined by resolution at a General Meeting and shall be subject to review at each AGM.
 - (i) Subscription fees shall be set and based on the Standard membership class.
 - (ii) Amendment of the subscription fee requires the consent of a simple majority of members present and entitled to vote at the AGM at which the review is being considered.
 1. Any increase shall be effective immediately following the subscription year.
 - (iii) New members joining after the first day of October shall be based on a monthly pro-rated amount of the annual subscription fee, rounded up to the nearest dollar.
- (d) Standard members actively serving on the Committee shall be required to pay full membership at the commencement of the subscription year.
 - (i) After satisfactory completion of 80% of Committee duties as per the by-laws, they shall be eligible to a full rebate of their membership fee for the current year.
- (e) Concessional members actively serving on the Committee shall be exempt from subscriptions but shall pay any levies , hard standing, competition and capitation fees.

12. Levies

- (a) The Management Committee shall have the power to impose a single levy on Standard, Concessional, Functional and Affiliate member in addition to their annual subscription fee.
- (b) Such a levy shall not exceed 20 percent (20%) of the current Standard membership annual subscription fee and shall be for any general purpose approved by member at a General Meeting.
- (c) Levies shall be paid in full within three (3) months from the date of notice.
- (d) Any member whose levy is in arrears after three (3) months from the date of notice shall cease to be a member.

13. General Meetings – Annual General Meeting

- (a) The AGM of members shall be held every calendar year within six (6) months after the end of the Club's financial year, with the Committee to determine the date, time and place.
 - (i) Seven and half percent (7.5%) of financial voting members shall constitute a quorum.
 - (ii) In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for an AGM, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall

proceed with or without a quorum.

- (b) All Notices of Motion for consideration at the AGM shall be handed to the Secretary in writing by 5pm no less than forty five (45) days prior to the date set for said meeting.
- (c) Notice of the meeting (including date, time and location) and agenda items, including wording of any Notices of Motion and Notices of Special Resolution, shall be posted on the Club notice board, club magazine and club social media thirty (30) before the date of the meeting for all members to read.
 - (i) member who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion and Notices of Special Resolutions.
- (d) The order of business at the AGM shall be as follows:
 - (i) Reading notice of meeting.
 - (ii) Reading minutes of the last AGM and any other General Meeting not yet confirmed and confirming or amending same.
 - (iii) Presenting Annual Reports of Management and Section Committees for discussion and adoption or otherwise.
 - (iv) Presenting Financial Statements and Auditors Report for discussion and adoption or otherwise.
 - (v) Election and appointment of Committee.
 - (vi) Special Business of which Notice of Motion has been given.

14. General Meetings – Special General Meeting

- (a) The Committee may at any time call a Special General Meeting.
 - (i) Seven and half percent (7.5%) of financial voting members shall form a quorum.
 - (ii) In the case of insufficient members to form a quorum being present after thirty (30) minutes following the advertised start time, the meeting shall automatically adjourn to re-convene at the same time seven days later and shall proceed with or without a quorum.
- (b) A Special General Meeting shall also be called by the Committee on a requisition signed by no less than ten percent (10%) of members with voting rights, stating in detail the purpose of the meeting.
 - (i) If the Committee does not convene a Special General Meeting within thirty-five (35) days of the date of the requisition being received, any signatory of the requisition shall have the power to convene the meeting as per 12(c).
 - (ii) Ten percent (10%) of financial voting members shall form a quorum.
 - (iii) In the case of insufficient members to form a quorum being present after thirty (30) minutes following the advertised start time, the meeting shall automatically lapse.
- (c) Notice of the meeting (including date, time and location) and agenda items, including wording of any Notices of Motion and Notices of Special Resolution, shall be posted on the Club notice board, club magazine and club social media thirty (30) before the date of the meeting for all members to read.

- (i) member who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion and Notices of Special Resolutions.
- (d) Only business of which notice shall have been given as above, or in accordance with these rules, shall be transacted at a Special General Meeting.

15. General Provisions for General Meetings

- (a) General Meetings may take place as determined by the Committee from time to time:
 - (i) Where the member are physically present together; or
 - (ii) Where the member are able to communicate by using any technology that reasonably allows the member to participate fully in discussions as they happen in the General Meeting and in making any decisions, provided that the participation of the member in the General Meeting shall be made known to all other member.
- (b) A member who participates in a meeting as set out in Clause 15(a)(ii):
 - (i) Is deemed to be present at the General Meeting; and
 - (ii) Continues to be present at the meeting for the purposes of establishing a quorum; until the member notifies the other member that they are no longer taking part in the General Meeting.
- (c) The Chair of the meeting shall be the Club Commodore or if not available a person nominated and elected by the members present.
- (d) Only financial members with voting rights, as per these rules, will be permitted to vote on matters at a General Meeting.
 - (i) All votes shall be cast by persons present at the General Meeting, including those persons considered present for the purposes of Clause 15(a).
 1. Each financial member with voting rights present shall have one deliberative vote only.
 2. Proxy votes shall not be permitted.
 3. Absentee votes shall not be permitted.
- (e) At any general meeting unless a poll is requested by at least three (3) members with voting rights, a declaration by the Chair that a resolution has been carried or lost, and an entry to that effect in the minutes of the Club shall be sufficient evidence of the decision.
- (f) The Chairperson shall have a deliberative vote only and shall decide all questions of order unless otherwise provided by these rules.

16. General Provisions

- (a) These rules shall be the rules of the Club and shall be binding on members.
- (b) The interpretation of these rules and any by-laws of the Club shall, unless set aside by a general meeting called for that purpose, be in the sole determination of the Committee whose decision shall be binding on all members.
- (c) No member shall be entitled to take any legal action against the Club other than a claim for goods sold and delivered and services rendered except where it is available under law.

- (i) member wishing to appeal any disciplinary proceedings shall do so under Section 32 of the constitution.
- (d) member dispute resolution will only be dealt with as per Section 33 of the constitution.

17. Management Committee

- (a) The management of the Club shall be vested in the Management Committee consisting of the following elected or appointed positions of flag officers for a one (1) year term.:
 - (i) Commodore
 - (ii) Two (2) Vice Commodores
 - (iii) Secretary
 - (iv) Treasurer
 - (v) Flag Officers
 - 1. Rear Commodore Angling
 - 2. Rear Commodore Diving
 - 3. Rear Commodore Power Boats
 - 4. Rear Commodore Sailing
 - 5. Rear Commodore Social
- (b) Commodore, Two (2) Vice Commodores, Secretary and Treasurer are elected for a one (1) year term.
- (c) The Immediate Past Commodore, upon invitation from Committee, may hold an advisory role for a period of one (1) year.
 - (i) After a further period of one (1) year, the member shall then be eligible to nominate for any position on the Committee.
- (d) Terms commence at the conclusion of the AGM at which the election was held and end at the conclusion of the following AGM.
- (e) The Commodore, after completing three (3) full successive years shall not be eligible to be on committee for one (1) year.
 - (i) After this period the member shall then be eligible to nominate for any position on the Committee.
- (f) Committee members shall be a financial member with voting rights who are not under suspension or ineligible as per Clauses 22(j) and 22(k).
- (g) Committee members may only hold one position concurrently.

18. Election/Appointment of Committee

- (a) Each Rear Commodore shall be elected by the members of their Section prior to each AGM.
 - (i) Rear Commodores shall then be appointed to the position at the AGM.
- (b) The Secretary shall post the Commodore, Vice Commodores, Secretary and Treasurer positions becoming vacant on the Club Noticeboard not less than thirty (30) days before

the AGM.

- (c) Nominations for individual positions on the Committee shall be in writing duly signed by two (2) financial voting members and the nominee and shall be in the hands of the Secretary by 5pm not less than fourteen (14) days before the AGM.
 - (i) Only financial members with voting rights who are not ineligible as per Clauses 22(j) and 22(k) or under suspension may submit nominations for a position on the Committee.
 - (ii) The nominations shall be tabled and included in the minutes of a Committee meeting prior to the AGM.
 - (iii) Except as under Clauses 18(c)(iii)1. And 18(c)(iii)2., retiring Committee members are eligible to renominate for the position they have vacated.
 - 1. The Commodore, after completing the term shall not be eligible to submit a Committee nomination for a period of one (1) year.
 - 2. No member of the Committee may hold office in the same position for more than five (5) consecutive years.
 - (iv) No member may be elected as Commodore or Vice Commodore unless they have had prior to their election at least twelve (12) months experience as Rear Commodore, Treasurer or Secretary.
- (d) The election of retiring Committee members shall be by ballot at the AGM in the presence of the Trustees.
 - (i) All votes shall be cast at the AGM.
- (e) Elections are held in the following order:
 - (i) Commodore
 - (ii) Vice Commodore
 - (iii) Vice Commodore
 - (iv) Secretary
 - (v) Treasurer
- (f) A member may only nominate for one position on the committee.
- (g) Individual elections shall be held for each of the following positions Commodore, each Vice Commodore, Secretary and Treasurer.
- (h) If two or more candidates receive the same number of votes, the Returning Officer shall determine by lot the successful candidate/s.
- (i) Nominees are permitted to vote for themselves.
- (j) In the case where no more than the required number of Committee member shall be nominated, those so nominated shall be declared elected.
- (k) If there shall be insufficient nominations to fill the whole of the Committee vacancies additional nominations the Chairperson may call for further nominations from eligible members at the meeting to fill any positions remaining unfilled.
 - (i) In the case where no more than the required number of Committee member shall be nominated, those so nominated shall be declared elected.

- (ii) In the case where the number of nominating under Clause 18(k) is greater than the number of positions remaining unfilled, the financial voting members at the meeting shall vote in accordance Clause 18(d).
- (l) If there shall be insufficient nominations to fill the whole of the vacancies of the list of Committee members, those declared elected shall have power to fill the vacancies as a casual vacancy.

19. Vacancies on the Committee

- (a) A casual vacancy occurs in the office of a Committee member and that office becomes vacant if the Committee member:
 - (i) Dies;
 - (ii) Ceases to be a member;
 - (iii) Becomes disqualified from holding a position under Clauses 22(j) and 22(k) as a result of bankruptcy or conviction of a relevant criminal offence;
 - (iv) Is convicted of a criminal offence
 - (v) Becomes permanently incapacitated by mental or physical ill-health;
 - (vi) Resigns from office;
 - 1. No member of the Committee shall be held to have resigned their seat until their resignation, in writing, has been accepted by the Committee.
 - (vii) Is absent from more than:
 - 1. Three consecutive Committee Meetings without a valid reason that is accepted by the committee; or
 - 2. Two Committee Meetings in a twelve (12) month period without tendering an apology to the person presiding at each of those Committee Meetings;
 - (viii) Is removed from office under by resolution at a General Meeting of the Club if a majority of the member present and with voting rights at the meeting vote in favour of the removal.
 - 1. The Committee member who faces removal from the Committee shall be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state their case as to why the member should not be removed from their position on the Committee.
 - 2. If all Committee member are removed by resolution at a General Meeting, the member shall, at the same General Meeting, elect an interim Committee.
 - 3. The interim Committee shall, within two months, convene a General Meeting of the Club for the purpose of electing a new Committee.
- (b) Within fourteen (14) days after a person has ceased to be a member of the Committee of the Club, all relevant documents; intellectual property of the Club; records as may be defined in the by-laws; and security items including passwords and keys shall be delivered to a Committee member of the Club as per the s41 of the Act.
- (c) Any vacancy occurring in the Committee as per Clause 19(a) may be filled at a meeting of the Committee when a member may be elected to fill such a vacancy until the next

election provided the member elected at such Committee meeting shall hold office in the place of, and upon the same terms and conditions as their predecessor, had the latter continued in the office.

- (d) In the vacancy of the Commodore then the Vice Commodore shall become Commodore.
- (e) A casual vacancy of Vice Commodore shall be filled by the Committee from a member of the Committee.
- (f) If vacancies in the Committee result in the number of Committee member being less than the number fixed under Clause 20(c), the continuing Committee member may act to only:
 - (i) increase the number of member on the Committee to the number required for a quorum; or
 - (ii) convene a General Meeting of the Club

20. Meetings of the Committee

- (a) Committee meetings shall be held monthly, on the dates and at the times and places determined by the committee.
 - (i) The date, time and place of the first Committee Meeting after each AGM shall be determined by the committee members as soon as practicable after each AGM.
- (b) Special meetings may be called by the Commodore or on the request of any three Committee member.
- (c) The quorum at all Committee meetings shall be five (5) and include Commodore or one (1) Vice Commodore and one (1) of either Treasurer or Secretary and a minimum of two (2) Rear Commodores.
- (d) Notice of each Committee Meeting shall be provided electronically to each committee member at least 48 hours before the time of the meeting stating the date, time and place of the meeting and shall describe the general nature of the business to be conducted at the meeting.
- (e) The only business that may be conducted at the meeting is the business described in the notice except in the case of urgent business where committee members at the meeting unanimously agree to treat that business as urgent.
- (f) The Commodore shall preside at meetings of the Committee of the Club and, in their absence, a Vice Commodore.
 - (i) Should neither be present, the meeting shall elect a Chairperson.
- (g) The procedure to be followed at a Committee Meeting shall be determined from time to time by the committee.
- (h) The order of business at a Committee Meeting may be determined by the committee members at the meeting.
- (i) The Committee is able to determine the distribution of Committee Meetings minutes to members, as detailed in the by-laws.
 - (i) Where minutes are distributed to a member, all private and confidential information pertaining to another member shall be redacted.
 - (ii) Minutes of Disciplinary Hearings as held under Section 32 shall not be distributed to

any member.

- (j) All member, or other guests, may attend Committee Meetings if invited by the Committee but the person shall not have any right to comment without invitation, or vote on any matter, or to be provided with copies of any agenda, minutes of meetings, or
- (k) A Manager of the Club may attend all Committee meetings to give their report and then leave at the discretion of the Committee.
- (l) Committee Meetings may take place as determined by the Committee from time to time:
 - (i) Where the Committee member are physically present together; or
 - (ii) Where the Committee member are able to communicate by using any technology that reasonably allows the Committee member to participate fully in discussions as they happen in the Committee Meeting and in making decisions, provided that the participation of the Committee member in the Committee Meeting shall be made known to all other member.
- (m) A Committee member who participates in a meeting as set out in Clause 20(l)(ii):
 - (i) is deemed to be present at the Committee Meeting; and
 - (ii) continues to be present at the meeting for the purposes of establishing a quorum, until the Committee member notifies the other Committee member that they are no longer taking part in the Committee Meeting.
- (n) All resolutions of the Committee shall be decided by a majority vote of all those present except as provided for under Clause 20(n)(ii).
 - (i) Each Committee member present shall have one deliberative vote only.
 - (ii) The Committee may pass a resolution outside of a Committee meeting if:
 1. Identical copies of a document are circulated to each Committee member detailing:
 - a. Motion
 - b. Mover
 - c. Seconder
 2. The document shall be circulated:
 - a. By email to address on Register of member; or
 - b. In person
 3. All Committee member shall:
 - a. Return circulated document through email or in person, indicating acceptance or rejection of the motion; or
 - b. Reply to email, quoting the motion and indicating acceptance or rejection of the motion.
 4. Taken together, all signed copies of the document will constitute the same document.
 5. The resolution shall be decided by a majority vote after all Committee member have voted under Clause 20(n)(ii)(3).

- (iii) In the case of equality of votes, the proposal before the Committee there shall be a casting vote by the Commodore/Chair.

21. Powers of the Committee

- (a) The business of the Club shall be managed by the Committee who may exercise all powers of the Club, except those required to be exercised by the Club at a General Meeting.
- (b) Without prejudice to the powers conferred by the last preceding rule, the Committee shall have power to do the following things:
 - (i) To purchase or otherwise acquire any books, newsletters or periodicals and dispose of them as it may see fit.
 - (ii) To determine from time to time the conditions on which and time when, members may use the property of the Club or any part or parts thereof, and when and under what conditions the premises of the Club or any part or parts thereof, shall be used by members.
 - (iii) To determine what person, if any, not being members of the Club shall be permitted to use the premises of the Club or any part or parts thereof and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments.
 - (iv) To appoint any officials or servants of the Club and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to paid positions shall be engaged under a contract, award or classification of work in the Registered and Licensed Clubs Award (2020) and its amendments.
 - (v) To delegate, subject to such conditions as it thinks fit any of its powers to sub committees consisting of such members of the Committee and other members of the Club co-opted for the purpose as it may determine and to make such regulations as to the proceedings of such sub committees as may be thought desirable.
 - (vi) To regulate and control their own meeting and the transaction of business.
 - (vii) To reimburse expenses of any servant of the Club for faithful and diligent service as deemed fit.
 - (viii) In accordance with these rules, to discipline any member.
 - (ix) To enter into or accept any lease or tenancy of the premises where on the Club shall conduct its affairs or of any furniture, goods and effects, which may be required for the use of the Club on such terms and on such conditions as the Club, may deem expedient.
 - (x) To take and defend all legal proceedings by or on behalf of the Club and to appoint all necessary Attorneys for any such purpose.
 - (xi) To borrow, raise or secure the payment of money, and to sell and dispose of the assets of the Club.
 - (xii) To make, alter and repeal by-laws not inconsistent with these rules regulating the use and management of the Club premises, the admission of members and the

conduct of the Club and its affairs generally.

- (xiii) To do and perform any other act, matters and things in connection with or relative to the management of the Club as shall not by these rules require to be done by the Club in General Meetings.
- (xiv) To appoint such number of delegates to sporting bodies and associations with which the Club may from time to time be affiliated as may be required by the rules thereof and such delegates shall hold office in accordance with the rules of such sporting bodies and associations respectively.
- (xv) Every member of the Committee shall be indemnified against any loss, expenses or liability incurred by reason of any act or deed performed by them in good faith on behalf of the Committee and the Committee may use the funds of the Club for any such purpose required, together with any reasonable expenses incidental to Committee activities.

22. Responsibilities of Committee member

- (a) The Committee shall take all reasonable steps to ensure the Club complies with its obligations under the Act and these Rules.
- (b) A Committee member shall exercise their powers and discharge their duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.
- (c) A Committee member shall exercise their powers and discharge their duties in good faith in the best interests of the Club and for a proper purpose.
- (d) A Committee member or former Committee member shall not improperly use information obtained because they are a Committee member to:
 - (i) gain an advantage for themselves or another person; or
 - (ii) cause detriment to the Club.
- (e) A Committee member or former Committee member shall not improperly use their position to:
 - (i) gain an advantage for themselves or another person; or
 - (ii) cause detriment to the Club.
- (f) A Committee member having any material personal interest, financial or non-financial, in a matter being considered at a Committee Meeting shall:
 - (i) as soon as they become aware of that interest, disclose the nature and extent of their interest to the Committee;
 - (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.
- (g) Clause 22(f) does not apply in respect of a material personal interest that:
 - (i) Exists only because the Committee member belongs to a class of persons for whose benefit the Club is established; or

- (ii) The Committee member has in common with all, or a substantial proportion of, the members of the Club.
- (h) The Secretary shall record every disclosure made by a Committee member under Clause 22(g) in the minutes of the Committee Meeting at which the disclosure is made.
- (i) No Committee member shall make any public statement or comment or cause to be published any words or article concerning the conduct of the Club unless the person is authorised by the Committee to do so and such authority is recorded in the minutes of the Committee Meeting.
- (j) No person shall be eligible to hold a position on the Committee or a Sub-Committee or be elected as a Patron or Trustee if the person has been convicted of, or imprisoned in the previous five years for:
 - (i) an indictable offence in relation to the promotion, formation or management of a body corporate;
 - (ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
 - (iii) an offence under Part 4 Division 3 or section 127 of the Act;unless the person has obtained the consent of the Commissioner.
- (k) All Committee member shall maintain the privacy and confidentiality of meeting proceedings and matters relating to the strategic governance and management of the Club.
- (l) All Committee member shall sign, have witnessed by another committee member and abide by the Committee Member Code of Conduct.
- (m) Any act performed by the Committee, a Sub-Committee or a person acting as a Committee member is deemed to be valid even if the act was performed when:
 - (i) There was a defect in the appointment of a Committee member, Sub-Committee or person holding a subsidiary office; or
 - (ii) A Committee member was disqualified from being a Committee member as per Clauses 22(j) and 22(k) as a result of bankruptcy or conviction of a relevant criminal offence.

23. Duties of Committee member

- (a) The Commodore or other such person as authorised by the Committee:
 - (i) Shall consult with the Secretary regarding the business to be conducted at each Committee Meeting and each General Meeting
 - (ii) May convene special meetings of the Committee under Clause 19(b)
 - (iii) May preside over Committee Meetings under Clause 19(f)
 - (iv) May preside over General Meetings under Sections 13 and 14; and
 - (v) Shall ensure that the minutes of a General Meeting or Committee Meeting are reviewed and signed as correct.
 - 1. In the case where the Commodore was absent from the meeting then a Vice Commodore shall sign or another Committee member in attendance at that

meeting.

- (vi) Exercise a general supervisory role over all affairs of the Club.
- (vii) Enforce all the rules and by-laws of the Club.
- (viii) Responsible for the smooth operation of the Club.
- (ix) Is an ex-officio member of all sub-committees within the Club.
- (x) Shall, in the absence of a General Manager, be directly responsible for the supervision of all paid employees of the Club.
- (xi) 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) The Vice Commodores or other such persons as authorised by the Committee:

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

(c) The Immediate Past Commodore or other such person as authorised by the Committee:

- (i) Shall perform 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.
- (ii) May perform any duty as directed or requested within the Management Committee.

(d) Rear Commodores:

- (iii) 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.

(iv)

24. Administration

- (a) The Secretary or other such person as authorised by the Committee shall:
- (i) Co-ordinate the correspondence of the Club;
 - (ii) Consult with the Chairperson about all business to be conducted at meetings and convene General Meetings and Committee Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting;
 - (iii) Keep and maintain in an up-to-date condition the rules of the Club and any by-laws of the Club;
 - (iv) Maintain the register of the member including the email, street, postal address or information by means of which contact can be made of each member;
 - (v) Update the register within 28 days of new members, members resigning, members suspended/expelled and in the latter case, include date in which member ceases and reasons for cessation of membership.
 - (vi) Maintain the record of office holders of the Club.
 - 1. Committee members may nominate a business address, post office box address or email address to be used in the record in place of their personal address;
 - (vii) Ensure the Annual Information Statement is submitted;
 - (viii) Ensure the safe custody of the Books and any securities, with the exception of the Accounting Records, of the Club;
 - (ix) Take and keep full and correct minutes of Committee Meetings for approval at the next Committee meeting, which will then be stored and distributed as per the by-laws;
 - (x) Take and keep full and correct minutes of General Meetings, which will be supplied upon request to the Secretary, distributed to all members within 28 days of the General Meeting via [detail] and will be tabled for adoption at the next General Meeting; and
 - (xi) Maintain a register of all yachts, power boats and any other vessels; and
 - (xii) Maintain a register of all hard standing pens and any other areas on club premises which are leased or occupied by particular members; and
 - (xiii) Comply with any requirements of the Liquor Act as to the renewal of the Club's liquor license; and
 - (xiv) Maintain the Club constitution and present any necessary proposed amendments to the Management Committee
 - (xv) Be responsible for the processing and registering of all amendments to the Constitution, by-laws and any rules; and
 - (xvi) Perform any other duties as are imposed by these Rules or the Club on the Secretary role.

25. Finances

- (a) The Club financial year shall be from the first of July each year, until the following 30th of June.
- (b) The Treasurer or other such person as authorised by the Committee shall:
 - (i) Ensure all moneys payable to the Club are collected, and that receipts are issued for those moneys in the name of the Club;
 - (ii) Ensure the payment of all moneys referred to in Clause 25(b)(i) into the account or accounts of the Club as the Committee may from time to time direct;
 - (iii) Ensure timely payments from the funds of the Club with the authority of a General Meeting or of the Committee, with all cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Club signed by either:
 - (iv) Commodore and one (1) Committee member; or
 - (v) One Committee member and a person authorised by the Committee.
 - (vi) Ensure that the Club complies with the account keeping requirements in Part 5 of the Act;
 - (vii) Ensure the safe custody of the Financial Records of the Club and any other relevant records of the Club;
 - (viii) Coordinate the preparation of the financial statements or financial report, as imposed on the Club under Part 5 of the Act, prior to their submission to the AGM of the Club;
 - (ix) Assist the reviewer or auditor (if any) in performing their functions; and
 - (x) Present at each Management Committee meeting:
 - 1. The financial position of the Club as it relates to the approved budget.
 - 2. Any other financial matter, which requires reporting on, to the Flag Officers.
 - (xi) To exercise a watchful supervisory role over staff who record all the financial transactions of the Club
 - (xii) Perform any other duties as are imposed by these Rules or the Club on the Treasurer role.
- (c) Correct accounts and books shall be kept showing the financial affairs of the Club and the particulars usually shown in books of accounts of a like nature.
- (d) The Clubhouse and other Club facilities is to be provided and maintained from the joint funds of the Club and no person shall be entitled under these rules to derive any benefit or advantage from the Club which is not shared equally by every member thereof.
- (e) Clause 25(d) does not prevent:
 - (i) The payment in good faith of remuneration to any officer, employee or member in return for any services actually rendered to the Club or for goods supplied in the ordinary and usual course of business;
 - (ii) The payment of interest at a rate not exceeding the prevailing market rate published by the Reserve Bank of Australia as the "Cash Rate Target" from time to time on money borrowed from any member;

- (iii) The payment of reasonable and proper rent by the Club to a member for premises leased by the member to the Club; or
- (iv) The reimbursement of expenses incurred by any member or any Committee member on behalf of the Club.
- (v) The reimbursement of a Committee member's travelling and other expenses as properly incurred:
 - 1. In attending Committee Meetings or Sub-Committee meetings;
 - 2. In attending any General Meetings of the Club; and
 - 3. In connection with the Club's business.
- (vi) The payment of an honorarium to Committee member as determined by members by special resolution at an Annual or Special General meeting.

26. Club Manager

- (a) 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
 - (i) report directly to the Management Committee as set out in the contract of employment
 - (ii) manage the trading activities of the Club
 - (iii) be responsible for the clerical administration of the Club in conjunction with the Club's Secretary {where one is elected} and Treasurer
 - (iv) be responsible for the engagement and dismissal of all staff.
 - (v) 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
 - (vi) when requested, act as the Club's nominee in respect of the Club's Liquor License
 - (vii) carry out the duties and responsibilities in excess of those covered in the contract of employment, as may be directed by the Management Committee
 - (viii) carry out the duties and responsibilities of the Honorary Secretary as directed by the Commodore.
 - (ix) to assist in all aspects of the Club's development and improvement

27. Employees

- (a) 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.
- (b) 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.
- (c) All employees of the Club shall as a condition of employment produce a police clearance certificate prior to commencement.

28. Trustees

- (a) There shall be three (3) Trustees of the Club elected at each AGM for a one (1) year term.
 - (i) Terms commence at the conclusion of the AGM at which the election was held and end at the conclusion of the following AGM.
 - (ii) A Trustee shall not be a member of the Committee.
- (b) The Secretary shall post the Trustee positions on the Club Noticeboard not less than thirty (30) days before the AGM.
- (c) Nominations shall be in writing duly signed by two (2) financial voting members and the nominee and shall be in the hands of the Secretary by 5pm not less than fourteen (14) days before the AGM.
 - (i) Only financial Standard, Concessional, Single or Life members of the Club who are not ineligible as per Clauses 22(j) and 22(k) or under suspension may submit nominations for a position as a Trustee.
 - (ii) 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.
 - (iii) The nominations shall be tabled and included in the minutes of a Committee meeting prior to the AGM.
 - (iv) Retiring Trustees are eligible to renominate for the position they have vacated.
- (d) Within one month of the AGM each year, the Trustees shall meet to appoint a Chairperson from amongst their members and thereafter shall meet on an as needs basis.
- (e) Trustees are appointed as guardians of the Club and shall:
 - (i) Act in the best interests of the Club and its members;
 - (ii) Ensure the Club is run and managed in accordance with the Constitution, Standing Orders and By Laws;
 - (iii) Be fully familiar with the Constitution, Standing Orders and By Laws;
 - (iv) Not interfere with the day to day Club operations and Management; and
 - (v) Only report to the members at a General Meeting called for that purpose.
- (f) In times of dispute between members of the Committee, the Trustees shall have the right to sit at Committee meetings until such time as the issue is resolved and may if warranted chair all such meetings.
- (g) Trustees shall be provided with a copy of the minutes of each Committee meeting.

29. Club and Community Patrons

- (a) A suitable member of the Club shall be proposed and elected by the Management Committee as the Club Patron annually prior to each AGM.
 - (i) To be considered suitable, the nominee shall have contributed to and uphold the values of the club as deemed appropriate by the committee.
 - (ii) The Club Patron shall be elected by a simple majority.
 - (iii) The Club Patron shall be appointed at the AGM and shall hold office until the next AGM.

- (b) A suitable member of the Community shall be proposed and elected by the Management Committee as the Club Patron annually prior to each AGM.
 - (i) To be considered suitable, the nominee shall be visual within the community and uphold the values of the club as deemed appropriate by the committee.
 - (ii) The Community Patron shall be elected by a simple majority.
 - (iii) The Community Patron shall be appointed at the AGM and shall hold office until the next AGM.

30. Auditor

- (a) There shall be an auditor, not a member of the Committee, who shall be elected at an AGM.
- (b) Appointment of the auditor shall be as per Part 5 of the Act
- (c) The Auditor shall not be a member and shall be independent to the Club.
- (d) Such auditor shall audit the accounts and have power at any time to call for all books, papers, accounts, etc. relating to the affairs of the Club.
- (e) All correspondence from the auditor shall be addressed in writing.
- (f) The appointed auditor shall be entitled to receive notice of and attend the AGM and to be heard on any business of the meeting that may concern them in their position as auditor.
- (g) The auditor shall be entitled to receive such remuneration as the Committee may determine from time to time.
- (h) If any casual vacancy occurs in the office of any auditor appointed by the Club, the Committee will fill the appointment until the next AGM.

31. Sub-Committees

- (a) The Committee may delegate any of its delegable powers to Sub-Committees consisting of such member as it thinks fit.
 - (i) All members of a Sub-Committee shall be bound by Section 22.
- (b) Any such Sub-Committee shall report to and be responsible to the Committee.
- (c) No act of any Sub-Committee shall be binding on the Committee or Club until ratified by the Committee.
- (d) The Commodore of the Committee shall be an ex-officio member.

32. Member Discipline

- (a) The Committee shall have the power to reprimand, suspend or expel any member of the Club.
- (b) Any complaints relating to a member shall be in writing and shall be lodged with the Committee within three (3) months of the date of the incident.
 - 1. For the avoidance of confusion Disputes are under disputes. Discipline is under discipline and shall be carried prior to any dispute/mediation in relation to that discipline.

2. Disputes between the Club and one or more member that arise under the rules or relate to the rules of the Club. This does not include disciplinary matters undertaken with Club members, which are covered only under Section 32 of these rules.
- (c) 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 Clause 32(f) can be taken.
 - (d) 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 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.
 - (e) The Committee is required to exempt any member of that Committee from hearing a charge in which they have an interest.
 - (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 determine that on a charge of gross misconduct suspension is insufficient and expulsion is warranted:
 1. The committee shall first call on the member to resign within ten (10) days.
 2. If the member neglects to resign within ten (10) days the committee shall then declare the member to be expelled.
 - (iii) If a member is suspended or expelled under Clause 32(f), 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 Clause 32(f).
 - (g) At the hearing, all parties to the disciplinary proceeding shall be given a full and fair opportunity to state their respective cases orally, in writing or both.
 - (h) member are not permitted to have legal representation attend any disciplinary matters, but may bring another member to act in a support capacity only.
 - (i) Any member under the age of 18 shall have a parent or legal guardian present during the entire disciplinary process.
 1. If a parent or legal guardian does not attend the hearing, the member under the age of 18 will not be able to attend the hearing and the Committee will continue as per Clause 32(i).

- (i) 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 their representative and determination will be made at the hearing.
- (j) If a member's membership is suspended under Clause 32(f)(i), the Secretary shall 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 Clause 32(f)(i).
- (k) 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 from the Committee.
- (l) Upon the expiry of the period of a member's suspension, the Secretary shall record in the Register that the member is no longer suspended.
- (m) If the Committee's decision to suspend or expel a member is revoked under these Rules, any act performed by the Committee or member in a General Meeting during the period that the member was suspended or expelled from Membership under Clause 32(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.

33. Resolving Disputes

- (a) Disputes Arising under the Rules
 - (i) Clause 33(a) applies to:
 1. Disputes between member; and
 2. Disputes between the Club and one or more member that arise under the rules or relate to the rules of the Club. This does not include disciplinary matters undertaken with Club members, which are covered only under Section 32 of these rules.
 - (ii) The parties to a dispute shall 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 shall convene a Committee Meeting within twenty-eight (28) days after the Secretary receives notice of the dispute under Clause 33(a)(iii) for the Committee to determine the dispute.
 - (v) At the Committee Meeting to determine the dispute, all parties to the dispute shall be given a full and fair opportunity to state their respective cases orally, in writing or both.

- (vi) The Secretary shall 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 Clause 33(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.

(b) Mediation

- (i) Clause 33(b) applies:
 - 1. Where a person is dissatisfied with a decision made by the Committee under Clause 33(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) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Clause 33(a)(ii), or a party to the dispute is dissatisfied with a decision made by the Committee, under Clause 33(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.
- (iii) Party, or parties requesting the mediation shall pay the costs of the mediation.
- (iv) The mediator shall 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 acts as a mediator for another not-for-profit body.
- (v) A member can be a mediator, but the mediator cannot be a member who is a party to the dispute.
- (vi) The parties to the dispute shall, in good faith, attempt to settle the dispute by mediation.
- (vii) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least five (5) days before the mediation session.
- (viii) The mediator, in conducting the mediation, shall:
 - 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.

- (ix) The mediator shall not determine the dispute and the mediation shall be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

(c) Inability to Resolve Disputes

- (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.

34. Executing Documents

- (a) The Club shall not have a Common Seal.
- (b) The Club may execute documents as determined by resolution of the committee if the document is signed by:
 - (i) Commodore and one (1) Committee member; or
 - (ii) One Committee member and a person authorised by the Committee.

35. Liquor Act

- (a) The Club shall maintain a club license under the Liquor Act.
- (b) The Club shall ensure an Approved Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Act.
- (c) The Club may be open for sale of liquor during such hours as the Committee shall from time to time determine and as permitted under the Liquor Act and Club licence documentation.
- (d) No liquor shall be sold or supplied to any juvenile.
- (e) The Club may allow visitors onto the premises, as per the requirements of the Liquor Act.
 - (i) Visitors shall not be entitled to be present at any meeting of the members of the Club, nor have any right, title or interest in or to any of the property of the Club.
 - (ii) Visitors will be subject to withdrawal by any Club official, including bar persons, acting on the best interests of the Club.
 - (iii) An up-to-date register of visitors shall be continually available for inspection at the Club premises by authorised officers.
- (f) No liquor shall be sold or supplied for consumption other than on the Club's premises, unless the member purchasing it removes such liquor from the premises of the Club.
- (g) The Club may seek an Extended Trading Permit – Associations to add local Associations as users of the Club facility to hold their functions.

36. Alteration and Rescinding of These Rules

- (a) The Club may only alter or rescind any of these rules, or to make additional rules, only by special resolution carried by a three-fourths majority of members present and voting at a

General Meeting and by otherwise complying with Part 3 Division 2 of the Act.

- (b) Notice of Special Resolution to alter or rescind any of these rules or to make additional rules shall be given to the Secretary at least forty-two (42) days preceding the Annual or Special General Meeting at which the motion shall be presented.
- (c) The Secretary shall exhibit the Special Resolution on the Club notice board at least thirty days (30) days prior to such meeting.
- (d) Within one month after a special resolution is carried to repeal or alter the rules or adopt new rules of the Club under Clause 36(b), the Committee shall lodge the required documents with the Commissioner.

37. Dissolution of the Club

- (a) The Club may wind up and have its incorporation cancelled in accordance with Parts 9 and 10 of the Act, if the Club so resolves by special resolution.
- (b) On the cancellation of the incorporation or the winding up of the Club, the surplus property shall be distributed as determined by special resolution and as per Section 24(1) of the Act.