

1. **NAME**

The name of the Club is "SOUTH PERTH BRIDGE CLUB INC." hereinafter referred to as the "Club".

2. **DEFINITIONS**

In this Constitution, unless the contrary intention appears:

2.1 **Act** means the Associations Incorporation Act 2015.

2.2 **ABF** means the Australian Bridge Federation Incorporated.

2.3 **BAWA** means the Bridge Association of Western Australia Incorporated.

2.4 **By-laws** means the rules governing all aspects of conduct of the members and the use of the Club premises and facilities as promulgated by the Management Committee.

2.5 **Books** of the Club includes –

- a) a register
- b) financial records, financial statements or financial reports, however compiled, recorded or stored
- c) a document
- d) any other record of information.

2.6 **Club Masterpoint Secretary** is a member appointed to the Tournament Committee by the Management Committee who shall be responsible for all dealings with the ABF Masterpoint Centre and the State Masterpoint Secretary.

2.7 **Commissioner** means the person for the time being designated as the Commissioner under Section 153 of the Act.

2.8 **Financial Records** includes-

- a) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers
- b) documents of prime entry; and
- c) working papers and other documents needed to explain –
  - i) the methods by which financial statements are prepared
  - ii) adjustments to be made in preparing financial statements.

2.9 **Financial Report** means the financial statements for the year, the notes to the financial statements and the Management Committee's declaration about the statements and notes.

2.10 **General Meeting** means a meeting of the Club that all members are entitled to receive notice of and to attend and is an Annual General Meeting (AGM) or a Special General Meeting.

2.11 **Home Club Member** means an ordinary member whose ABF and BAWA capitation fees are paid by the Club.

2.12 **Non-Home Club Member**, also known as an Alternate Member by the ABF, means an ordinary member whose ABF and BAWA capitation fees are paid by another bridge club.

2.13 **Ordinary Resolution** means a resolution passed at a general meeting of the Club, by a simple majority vote of the members present, entitled to vote and voting in person.

- 2.14 **Special Resolution** means a resolution passed at a general meeting of the Club by a majority vote of not less than 75% of the members present, entitled to vote and voting in person.
- 2.15 **Supplementary Regulations** means the regulations governing the conduct and play of bridge at the Club, as determined and promulgated by the Tournament Committee.
- 2.16 **Teams Coordinator** is a member appointed to the Tournament Committee by the Management Committee who shall be responsible for all matters concerning inter club teams events.
- 2.17 **Tournament Director** means a person who directs a bridge session.

### 3. **OBJECTS**

The objects of the Club are:

- 3.1 To promote and encourage the game of contract bridge.
- 3.2 To provide opportunities for people to learn to play bridge and to develop their bridge skills.
- 3.3 To maintain associate membership of BAWA.
- 3.4 To provide a harmonious atmosphere for all social and competitive members, irrespective of age or ability.
- 3.5 To provide and maintain suitable premises and amenities for the activities of the Club and the enjoyment of the members.

### 4. **NON PROFIT**

- 4.1 The income and property of the Club shall be applied solely towards the promotion of the objects of the Club and no part of that income or property may be paid or otherwise distributed, directly or indirectly, to any member, except in good faith in the promotion of these objects.
- 4.2 A payment to a member out of the funds of the Club is authorized if it is:
- a) the payment in good faith to the member as reasonable remuneration for any services provided to the Club, or for goods supplied to the Club, in the ordinary course of business; or
  - b) the payment of interest, on money borrowed by the Club from the member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or
  - c) the payment of reasonable rent to the member for premises leased by the member to the Club; or
  - d) the reimbursement of reasonable expenses properly incurred by the member on behalf of the Club.

### 5. **MEMBERSHIP**

- 5.1. Membership shall be open to all persons who subscribe to the objects of the Club and agree to comply with its Constitution and its by-laws and regulations.
- 5.2 Applicants for membership must complete and sign the application form and must be proposed by an ordinary member or a life member. The completed form must be submitted to the Secretary accompanied by the prescribed fees described in Clauses 6.1 and 6.2 or 6.3, such amounts to be refunded should the application be rejected.

- 5.3 A copy of all application forms shall be posted on the Club notice board by the Secretary for a period of not less than seven days before consideration by the Management Committee, provided also that an interval of not less than two weeks shall elapse between nomination and consideration by the Management Committee.
- 5.4 The Management Committee shall consider and accept, reject or defer such application without applying any discrimination, but shall have the right to refuse membership to any person without assigning any reason.
- 5.5 An applicant for membership of the Club becomes a member when the Management Committee accepts the application and the applicant has paid the prescribed fees described in Clauses 6.1 and 6.2 or 6.3.
- 5.6 Every new ordinary member shall be notified that the Club's Constitution and by-laws are available on the Club's website and notice board.  
At any time, an ordinary member or life member may request the Secretary to provide a copy of the constitution and by-laws, for which no fee may be charged.
- 5.7 There shall be the following classes of members:
- a) **Ordinary Member**  
An Ordinary Member shall be a person who has been duly elected as provided above (Clause 5.4) and has paid the prescribed fees described in Clauses 6.1 and 6.2 or 6.3. An ordinary member may be either a Home Club member or a Non-Home Club Member.
  - b) **Life Member**  
Life membership may be conferred on an Ordinary Member for outstanding service to the Club over a number of years if recommended by the Management Committee and confirmed by resolution of the majority of members present and voting at a general meeting.  
A Life Member shall be exempt from payment of the annual subscription and BAWA and ABF capitation fees and shall have all the rights, privileges and responsibilities of an Ordinary Member.
  - c) **Temporary Member**  
A Temporary Member is deemed to be a person who on any day is visiting the club,
    - a) as a member or an official of another club to contest a prearranged bridge event on that day or
    - b) at the invitation of a member or the Tournament Director to engage in a bridge event on that day,subject to such conditions set by the Management Committee.  
  
A Temporary Member shall not be entitled to be present at any general meeting of the club, hold office in the Club, propose any application for membership, bring any guest into the Club or play in club championship events.
- 5.8 **Guests**  
An ordinary or life member may invite a maximum of three guests to the Club on any one day. A guest shall not be supplied with liquor on Club premises unless on the invitation of and in the company of a member.

## 5.9 **Register of members**

- a) The Club shall keep an up to date register of members in which shall be recorded the names and postal, residential or email address of each member.  
This register must be continually available for inspection at the Club's premises.
- b) A member may request a copy of the register of members. Such request must be made in writing to the Secretary and accompanied by a statutory declaration setting out the purpose for which the request is made and declaring that the purpose is connected with the affairs of the Club. The Management Committee may require payment of a reasonable charge before complying with the request.

5.10 Every member shall communicate to the Secretary his or her address and inform the Secretary of any change of name, address, email address or telephone number.

## 5.11 **Cessation of membership**

- a) A member may resign membership at any time by sending written notice of resignation to the Secretary.
- b) The Management Committee may terminate the membership of any member who has failed to pay any subscription or other fees within one month of their becoming payable.
- c) The Management Committee shall have the right to expel any member subject to the provisions of Clause 13.
- d) No person who ceases to be a member of the Club shall have any claim monetary or otherwise, on the Club, its funds or its property, except to the extent of any debt owing by the Club to that person.

## 6. **SUBSCRIPTIONS AND FEES**

6.1 The amount of nomination fee and annual subscription shall be decided by the Management Committee and their decision must be brought before the members for ratification either at an AGM or a general meeting of members called for that purpose.

6.2 BAWA and ABF fees paid on behalf of a member rounded up to the nearest whole dollar will be charged to the individual member and will be payable together with the annual subscription and any other fees.

6.3 Non-home club members who transfer their home club to the Club after paying their nomination fee and/or annual subscription will be charged any BAWA and ABF fees to be paid by the club on their behalf.

6.4 Annual subscriptions become due and payable on 1<sup>st</sup> January and must be paid by 31<sup>st</sup> January each year.

6.5 The Management Committee is empowered to charge an administration fee for former members rejoining the Club and to set a late fee for all overdue fees, such fees to be not less than the cost of administration, and to waive or apply that fee at its discretion in individual cases.

6.6 The nomination fee and annual subscription to be paid by youth players as defined by the ABF will be 50% of the amounts referred to in Clause 6.1.

## 7. GENERAL MEETINGS

### 7.1 Powers

Without affecting the generality of powers conferred on it by this Constitution, any general meeting of members may, by a simple majority of members present and voting, assume outright control of the affairs of the Club, provided that at least fourteen days' notice of motion to that effect has been given to members.

### 7.2 Quorum

- a) Forty members present in person and entitled to vote shall constitute a quorum at all general meetings.
- b) If a quorum is not present within thirty minutes of the time appointed -
  - i) in the case of a Special General Meeting – the meeting lapses; or
  - ii) in the case of the AGM – the meeting shall be adjourned and reconvened on a date, time and place to be set by the Management Committee within fourteen days of the date originally scheduled.  
At least seven days before the re-convened meeting, members shall be advised of the date, time and place of the adjourned meeting in accordance with the procedures set out in Clause 7.6 (c).
  - iii) The quorum for the adjourned meeting shall be the number of members present.

### 7.3 Chairperson

The President shall chair all general meetings of the Club and in the absence of the President, the Vice President shall act as chairperson. In the absence of both the President and Vice President the general meeting shall elect a chairperson from the meeting.

### 7.4 Voting

Decisions on motions duly proposed and seconded shall be by a simple majority of a show of hands save in the question of amendments to this Constitution. In all matters, however, the chairperson shall have a casting vote as well as a deliberative vote.

### 7.5 Adjournment

The chairperson may adjourn any meeting from time to time.

### 7.6 Notice of Meetings

- a) The Secretary shall convene any general meeting required under this Constitution by giving at least fourteen days' notice of the date, time and place of the meeting except that if a special resolution is to be proposed at the meeting, then at least twenty one days' notice must be given.
- b) The notice must indicate the general nature of each item of business to be considered at the meeting; and if a special resolution is proposed, the notice must set out the wording of the proposed resolution and state that the resolution is intended to be proposed as a special resolution.
- c) Notice will be provided by placing a prominent advertisement on the Club's website, the Club's notice board and by emailing those ordinary and life members who have lodged a valid email address with the Club.

### 7.7 Annual General Meetings

- a) The AGM of the Club shall be held within six months after the end of each financial year on a date decided by the Management Committee.

- b) The business at the meeting shall include:
  - i) Confirmation of minutes of previous meetings requiring confirmation.
  - ii) The President's Report.
  - iii) Financial Report and Reviewer's Report.
  - iv) Election of the Management Committee.
  - v) Ratification of the amount of nomination fee and annual subscription for the coming year.
  - vi) Consideration of proposed amendments to this Constitution.
  - vii) Ratification of any by-laws made or changed since the previous AGM.
  - viii) Appointment or removal of a Reviewer in accordance with the Act, if applicable.
  - ix) Any other business for which notice of motion has been given in accordance with Clause 7.7 c).
- c) **Motions**  
 Any ordinary or life member shall be entitled to provide a notice of motion, duly seconded, for the AGM by giving to the Secretary notice of such motion at least twenty one days before the AGM.  
 At least forty two days before an AGM, the Secretary must send written notice to ordinary and life members advising them of the date by which any such notice of motion must be received by the Secretary.  
 The notice of the AGM shall include details of any such notice of motion received.
- d) The Secretary shall cause copies of the Club's financial report and Reviewer's Report to be tabled in the Club for the perusal of members at least seven days before the AGM.

## 7.8 **Special General Meetings**

- a) A Special General Meeting of members may be held at the discretion of the Management Committee.
- b) A Special General Meeting must be held on the petition of at least 10% of members entitled to vote. The President or the Vice President must be the recipient of such petition and the meeting must be held within twenty eight days of the receipt of the petition.
- c) The business of any Special General Meeting shall be confined to the consideration of motions on notice or that business for which purpose the meeting was called.

## 8. **MANAGEMENT COMMITTEE**

8.1 Subject to the provisions of Clause 7.1 the control and management of the Club shall be vested in the Management Committee.

8.2 The Management Committee must take all reasonable steps to ensure that the Club complies with the Act, this constitution and the by-laws, if any.

### 8.3 **Management Committee Members**

- a) The members of the Management Committee of the Club shall be:  
 President, Vice President, Secretary, Treasurer, Assistant Treasurer, House Manager and four committee members.
- b) Tournament Manager, ex officio.

### 8.4 **Eligibility to be a Management Committee member**

An ordinary or life member who accepts their obligations under the Act may be a Management Committee member.

### 8.5 **Election of Management Committee Members at the Annual General Meeting**

- a) At least forty two days before an AGM, the Secretary must send written notice to ordinary and life members calling for nominations for election to the Management Committee and stating the date by which nominations must be received by the Secretary.

- b) Candidates for election to the Management Committee shall be nominated and seconded in writing by two ordinary and/or life members with the consent of the nominee. Such nominations shall be received by the Secretary at least twenty one days before the AGM.
- c) The names of candidates and positions for which they have been nominated for election to the Management Committee shall be included with the notice of the AGM.
- d) Should the number of candidates for any position on the Management Committee exceed the number of vacancies, the election shall be by secret ballot cast by members at the AGM. The candidate/s with the highest number of votes shall be elected.

#### 8.6 **Tenure of Office**

- a) The members of the Management Committee shall each hold office from the declaration of their election at an AGM until the declaration of the results of the elections at the next AGM. They shall each be eligible for re-election each year.
- b) At a Special General Meeting, the Club may by resolution remove a Management Committee member from office and elect a member who is eligible under Clause 8.4 to fill the vacant position.
  - i) A Management Committee member who is the subject of such proposed resolution may make written representations to the Secretary or President and may ask that the representations be provided to members.
  - ii) The Secretary or President may give a copy of the representations to each member or, if they are not so given the Management Committee member may require them to be read out at the Special General Meeting at which the resolution is to be considered.

#### 8.7 **Ceasing to be a Management Committee member**

The position of any member of the Management Committee shall become vacant if that member

- a) dies or otherwise ceases to be a member of the Club, or
- b) resigns from the Management Committee or is removed from office under Clause 8.6 b), or
- c) becomes ineligible to accept an appointment or act as a Management Committee under Section 39 of the Act, or
- d) becomes permanently unable to act as a Management Committee member because of a mental or physical disability, or
- e) fails to attend three consecutive Management Committee meetings (of which due notice has been given) without notifying the Secretary of the member's inability to attend.

#### 8.8 **Vacancies of the Management Committee**

The Management Committee may appoint a member of the Club to fill any vacancy on the Management Committee and such appointment shall remain valid until the election of the new Management Committee at the next AGM.

#### 8.9 **Payments to Management Committee Members**

A Management Committee member is entitled to be paid out of the funds of the Club for any out-of-pocket expenses for travel and accommodation properly incurred in connection with the performance of the member's functions.

### 9. **DUTIES OF MANAGEMENT COMMITTEE MEMBERS**

#### 9.1 **PRESIDENT**

The President shall:

- a) Preside at all Club General Meetings and Management Committee meetings when present.
- b) Be responsible for the proper conduct of Club affairs as set out in this Constitution.
- c) Co-ordinate Club policy as approved by the Management Committee.
- d) Be empowered to co-opt members for particular tasks.

- e) Be responsible for the representation of the Club at official functions when invited by kindred clubs and associations.
- f) Be an ex officio member of all sub-committees and the Tournament Committee.

#### 9.2 **VICE PRESIDENT**

The Vice President shall:

- a) Assist the President at all times.
- b) Preside at meetings in the absence of the President.
- c) Deputise for the President at meetings of Club sub-committees.

#### 9.3 **SECRETARY**

The Secretary shall:

- a) Convene all general meetings of the Club and Management Committee meetings.
- b) Consult with the President regarding the agenda for each meeting specified in clause 9.3 a).
- c) Attend and take minutes of meetings specified in Clause 9.3 a).
- d) Manage the correspondence of the Club.
- e) Have custody of all books of the Club, excluding those maintained by the Treasurer.
- f) Keep and maintain in an up to date condition the Register of Members.
- g) Keep and maintain in an up to date condition the Constitution of the Club.
- h) Keep and maintain in an up to date condition a record of the names and addresses of members of the Management Committee and other members who hold the offices of the Club provided for by this constitution.
- i) Perform such other duties as required by the Management Committee.
- j) Delegate any of the above duties if so authorized by the Management Committee.

#### 9.4 **TREASURER**

The Treasurer shall:

- a) Endeavour to recover all monetary payments due to the Club.
- b) Ensure that where applicable receipts are issued for monies received by the Club.
- c) Ensure all monies received are paid into a bank account as determined by the Management Committee from time to time.
- d) Ensure timely payment of all accounts.
- e) Prepare a statement of receipts, payments and balances for each regular meeting of the Management Committee.
- f) Keep the financial records of the Club and arrange the preparation of the annual financial report.
- g) Provide any assistance required by the Reviewer conducting a review of the annual financial statements and financial report.
- h) Ensure the safe custody of the financial records and financial reports of the Club.

#### 9.5 **ASSISTANT TREASURER**

The Assistant Treasurer shall:

- a) Assist the Treasurer as required.
- b) Deputise for the Treasurer as requested.

#### 9.6 **HOUSE MANAGER**

The House Manager shall:

- a) Be responsible for the supply of refreshments for Club events.
- b) Advise the Management Committee on catering matters for Club events and special functions.
- c) Be responsible for the cleanliness of all internal areas of the Club.
- d) Co-opt members to assist where necessary.



## 9.7 **TOURNAMENT MANAGER**

The Tournament Manager shall:

- a) Be appointed by the Management Committee at their first meeting after the AGM and shall hold office until a successor is appointed.
- b) Be an ex officio member of the Management Committee with the same rights as an elected member of the Management Committee.
- c) Preside at all meetings of the Tournament Committee.
- d) Report all decisions of the Tournament Committee to the monthly Management Committee meetings.
- e) Advise the Management Committee on matters relating to the conduct of bridge events at the Club.
- f) Arrange for tournament directors to direct club bridge events.

## 9.8 **DUTIES OF OTHER COMMITTEE MEMBERS**

Other committee members shall:

- a) Take an active part in the formulation of Management Committee policies and decisions.
- b) Assist the office bearers of the Management Committee as required and deputise for them when required by the President.
- c) Liaise between members of the Club and the Management Committee on all matters of mutual concern.
- d) Perform other such duties as may be required by the President from time to time.

## 10. **MEETINGS OF THE MANAGEMENT COMMITTEE**

10.1 The Management Committee shall meet when the President considers it necessary, but not less than ten times in each year.

10.2 The Secretary shall give at least seven days' notice of the meeting.

### 10.3 Quorum

- a) A quorum shall consist of six members of the Management Committee.
- b) If a quorum is not present within thirty minutes of the time appointed –
  - i) the meeting shall be adjourned to the same time, day and place in the following week
  - ii) the quorum for the adjourned meeting shall be three members of the Management Committee.
  - iii) in the case of a special meeting – the meeting lapses.
- c) If a quorum for an adjourned meeting is not present, the members present may act only for the purpose of appointing committee members to fill vacancies or convening a Special General Meeting of members.

10.4 Each Management Committee member has a deliberative vote.

10.5 A question arising at a Management Committee Meeting must be decided by a majority of votes on a show of hands, but if there is no majority, the chairperson shall have a casting vote in addition to his or her deliberative vote.

### 10.6 **Special Meetings of the Management Committee**

The Secretary shall at the request of any three members of the Management Committee convene a meeting providing not less than forty eight hours notice of the date, time place and purpose of the meeting, such meeting to be held within seven days from receipt by the Secretary of the request for the meeting.

## **11. POWERS OF THE MANAGEMENT COMMITTEE**

Notwithstanding the powers conferred on it elsewhere in this Constitution, the Management Committee shall have the following powers, authorities and discretions:

- 11.1 To control the finances of the Club.
- 11.2 To purchase, lease, hire or otherwise acquire any real or personal estate for the purpose of the Club.
- 11.3 To borrow funds either unsecured or on security over all or any of the property of the Club.
- 11.4 To appoint sub-committees for such purposes and with such powers as it determines, except that the Tournament Committee is excluded from the general definition of sub-committees.
- 11.5 To appoint, remove or suspend a person or persons for permanent or temporary employment or special services and to determine their duties and pay their salary and other allowances provided that no such payment shall be made by way of commission or allowance from the receipts of the Club for liquor sold or supplied.
- 11.6 To appoint any delegate or delegates to represent the Club for any purpose with such specified powers as may be within the powers exercisable by the Management Committee (other than this power of delegation).
- 11.7 To determine that any temporary member, visitor or guest is not eligible to play at the Club.
- 11.8 To make by-laws consistent with this Constitution and at any time to repeal or amend any such by-laws. Amendments and new by-laws shall be tabled for ratification at the AGM.
- 11.9 To determine from time to time the competition entry fees, table charges and other levies for members and visitors.

## **12. TOURNAMENT COMMITTEE**

- 12.1 The Tournament Committee shall be a permanent sub-committee of the Club appointed annually by and responsible to the Management Committee.
- 12.2 The Tournament Committee shall consist of eight members including the President, Tournament Manager, Club Masterpoint Secretary, Teams Coordinator and shall include at least three tournament directors and not more than four members of the Management Committee.
- 12.3 The Tournament Committee shall elect a Minutes Secretary.
- 12.4 The Tournament Committee shall be responsible for the:
  - a) Conduct of bridge sessions at the Club in accordance with The Laws of Duplicate Bridge promulgated by the World Bridge Federation and BAWA and ABF Regulations as appropriate.
  - b) Organisation of inter club teams events.
  - c) Operation and maintenance of bridge equipment.
  - d) Preparation of the calendar of all Club events for the forthcoming calendar year.
  - e) Formulation of Supplementary Regulations as necessary to supplement the laws and regulations specified in Clause 12.4a).

12.5 All members of the Tournament Committee should endeavor to become familiar with the organization of contract bridge competitions.

### 13. **DISCIPLINARY POWERS OF THE MANAGEMENT COMMITTEE**

13.1 a) Each member on joining the Club implicitly undertakes to comply with the Constitution of the Club and its by-laws and regulations.  
b) Any refusal or neglect to do so or any conduct which is unbecoming shall render the member liable to expulsion, suspension, caution or such other treatment as the Management Committee determines.

13.2 The Management Committee shall appoint a Club Recorder who shall consider verbal or written complaints regarding behavior, or other issues, to do with conduct at the playing table or on the Club premises, and shall mediate those complaints in accordance with Terms of Reference approved by the Management Committee, or refer them to the Management Committee under Clause 13.3 below.

13.3 Notwithstanding the role of the Club Recorder, the Management Committee may of its own volition or on receipt of a complaint in writing hold an enquiry or further enquiry concerning the conduct of any member.

13.4 The member shall be furnished with a full copy of the complaint and any report pursuant to an enquiry and shall have the right to be heard by the Management Committee before its decision is made.

13.5 If the Management Committee decides to expel or suspend a member, that member may, by notice in writing to the Secretary within seven days of the communication of the decision of the Management Committee, require that the Management Committee refer the decision without delay to a Special General Meeting, but the decision of the Management Committee to expel or suspend shall prevail unless reversed by resolution of the majority of those present and voting at the meeting by secret ballot.

### 14. **RESOLVING DISPUTES**

This clause applies to disputes between members and disputes between one or more members and the Club that arise under the Constitution or relate to the Constitution.

This does not include disciplinary matters which are covered under Clause 13 of the Constitution.

14.1 a) The parties to a dispute must attempt to resolve the dispute between themselves within fourteen days after the dispute has come to the attention of each party.  
b) If the parties are unable to resolve the dispute between themselves any party to the dispute may start the grievance procedure by giving written notice to the Secretary of the parties to, and the details of, the dispute.  
c) Within twenty eight days after the Secretary is given the notice, a Management Committee meeting must be convened to consider and determine the dispute.  
d) Each party to the dispute must be given at least seven days' notice in writing of the date, time and place at which the Management Committee meeting to consider and determine the dispute will be held.  
The notice given to each party must state that the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written and/or oral submissions to the Management Committee about the dispute.

- e) If the dispute is between one or more members and the Club; and any party to the dispute gives written notice to the Secretary stating that the party does not agree to the dispute being determined by the Management Committee and requests the appointment of a mediator under Clause 15, the Management Committee must not determine the dispute.

- 14.2
- a) At the Management Committee meeting at which a dispute is to be considered and determined, the Management Committee must give each party to the dispute, or the party's representative, a reasonable opportunity to make written and/or oral submissions to the Management Committee about the dispute and give due consideration to any submissions so made and determine the dispute.
  - b) The Management Committee must give each party to the dispute written notice of the Management Committee's determination, and the reasons for the determination, within seven days after the Management Committee meeting at which the determination is made.
  - c) A party to the dispute may, within fourteen days after receiving notice of the Management Committee's determination give written notice to the Secretary requesting the appointment of a mediator under Clause 15.
  - d) If notice is given under Clause 14.2 c), each party to the dispute is a party to the mediation.

## 15. **MEDIATION**

This clause applies if written notice has been given to the Secretary requesting the appointment of a mediator by a party to a dispute under clause 14.1 e) or clause 14.2 c).

- 15.1
- a) The mediator must be a person chosen by agreement between the parties to the dispute.
  - b) If there is no such agreement, then, subject to Clause 15.1 c), the Management Committee must appoint the mediator.
  - c) The person appointed as mediator by the Management Committee must be a person who acts as a mediator for another not-for-profit body and may be a member or former member of the Club but must not have a personal interest in the matter that is the subject of the mediation or be biased in favour of or against any party to the mediation.
- 15.2
- a) The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.
  - b) Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at least five days before the mediation takes place.
  - c) In conducting the mediation, the mediator must –
    - i) give each party to the mediation every opportunity to be heard; and
    - ii) allow each party to the mediation to give due consideration to any written statement given by another party; and
    - iii) ensure that natural justice is given to the parties to the mediation throughout the mediation process.
  - d) The mediator cannot determine the matter that is the subject of the mediation.
  - e) The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.
  - f) The costs of the mediation are to be paid by the party or the parties to the mediation that requested the appointment of the mediator.
- 15.3
- If a dispute cannot be resolved under the procedures set out in Clause 14 and Clause 15, 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. FINANCIAL MATTERS

16.1 The financial year of the Club shall commence on 1<sup>st</sup> July each year.

### 16.2 Control of funds

- a) All funds of the Club shall be deposited into the Club's accounts at such bank or recognized financial institution as the Management Committee may determine.
- b) All cheques or similar documents for withdrawal of funds from the bank or other financial institution accounts of the Club must be signed or authorised on-line on the website of the bank or financial institution by any two of the President, Treasurer, Secretary or Vice President or in their absence or incapacity any other member of the Management Committee appointed by the Management Committee in their stead.
- c) The Management Committee shall, at its first meeting after the AGM, determine the names of the members of the Management Committee who shall be the signatories on the Club's accounts with each bank or financial institution at which the Club opens or has opened an account.

### 16.3 Financial records

The Club must keep financial records that correctly record and explain its transactions and financial position and performance and enable true and fair financial statements to be prepared in accordance with Part 5 Division 3 of the Act.

Financial records must be retained for seven years after the transactions covered by the records are completed.

### 16.4 Financial Reports

For each financial year, the Management Committee must ensure that the requirements imposed on the Club under Part 5 of the Act relating to the financial report of the Club are met.

### 16.5 Review of the financial statements and report

The Club must arrange for the annual financial statements and financial report to be reviewed by a suitably qualified reviewer, who shall carry out the review in accordance with auditing standards and report on same.

The reviewer shall be appointed at the AGM or a Special General Meeting when required.

## 17. LIQUOR LICENCE

17.1 The Management Committee shall ensure the Club complies with the requirements of the liquor licence.

17.2 Liquor shall be sold for consumption on the premises only.

17.3 So long as the Club shall hold a liquor licence, prior to making any changes to this Constitution, the Secretary shall submit certified particulars of the proposed changes to the Director of Liquor Licensing and no effect shall be given to such changes without prior approval of the Director.

## 18. INSPECTION OF RECORDS

18.1 The Constitution of the Club, by-laws and regulations, register of members, record of office bearers and minutes of general meetings of members shall be made available for inspection by a member requesting such through the Secretary and the member may make a copy of or take an extract from the record but shall have no right to remove the record for that purpose.

18.2 A member who wishes to make a copy or take an extract of the register of members will be required to meet the conditions set out in Clause 5.9 b).

19. **INTERPRETATION OF RULES**

The interpretation of these rules and of any By-laws, Standing Orders or Supplementary Regulations made thereunder shall be the sole determination of the Management Committee whose decisions, until set aside by a special resolution at a general meeting of the Club, shall be binding on all members.

20. **EXECUTING DOCUMENTS**

The Club may execute a document without using a common seal if the document is signed by any two of the President, Vice President, Secretary and Treasurer.

21. **AMENDMENTS TO THE CONSTITUTION**

21.1 No part of this Constitution shall be rescinded, amended or added to except by a special resolution passed at a general meeting of the Club for which due notice has been given to members as provided elsewhere in this Constitution.

21.2 Within one month of the passing of a special resolution altering its constitution, or such further time as the Commissioner may in a particular case allow (on written application by the Club), the Club must lodge with the Commissioner notice of the special resolution setting out particulars of the alteration together with a declaration by a member of the Management Committee certifying that the resolution was duly passed as a special resolution and that the Constitution as so altered conforms to the requirements of the Act.

21.3 An alteration of the Constitution does not take effect until Clause 21.1 and 21.2 have been complied with. An alteration having effect to change the name of the Club or to alter the objects of the Club also requires the approval of the Commissioner.

22. **DISSOLUTION OR WINDING UP OF THE CLUB**

22.1 The Club may be dissolved or wound up by a special resolution at any general meeting called for that purpose.

22.2 If upon dissolution or winding up of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among members, or former members of the Club, but shall be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by special resolution of the members.

22.3 Within one month of the passing of a special resolution to dissolve or wind up the Club, or such further time as the Commissioner may in a particular case allow (on written application by the Club), the Club must lodge with the Commissioner an application for the cancellation of incorporation and approval of the distribution plan of surplus property setting out the terms of the special resolutions together with a declaration by a member of the Management Committee certifying that the resolutions were duly passed as special resolutions in accordance with the Act.