

# **CONSTITUTION**

**of**

# **Princess Royal Sailing Club Inc.**

**21<sup>st</sup> May 2019**

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**1. Name of Club**

The name of The Club shall be Princess Royal Sailing Club Inc.

**2. Objects**

- (a) **The principle objective** of the Club is to promote and encourage participation in yacht racing and sailing in all its forms and boating events.
- (b) To organise, encourage and facilitate, races, regattas, competitions, events and training in connection with the principle objective;
- (c) to provide and maintain facilities; including grounds, water leases, premises, clubrooms, jetties, hard standing, slipways, launching and storage facilities and equipment necessary for the attainment of the above for Members and their guests;
- (d) to provide facilities, amenities and programmes which promote, encourage and foster social interaction and enjoyment between the Members and their guests;
- (e) to apply for, hold and renew from time to time any necessary certificates of registration as a club and any licences, permits or other provisions for the sale and disposal of liquor within the meaning of the Liquor Act;
- (f) to provide facilities for and promote coaching, training and instruction in the art of sailing for recreation including instruction and encouragement in the procedures, rules and tactics for racing yachts, general seamanship and the good conduct expected of all participants in the sport of sailing, both afloat and ashore;
- (g) to participate in community activities centred around the Club's principle objective;
- (h) to affiliate with other kindred sporting clubs and associations to promote and encourage active use of the Club facilities.

**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**

In reading this Constitution and all associated Rules and By-Laws, unless the context or such otherwise indicates or requires:

- (i) "The Club" means the Princess Royal Sailing Club Inc.
- (ii) "The Act" means the Associations Incorporated 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.
- (iii) "The Club Premises" means all land, buildings, jetties, water leases, slipways, launching ramps and structures thereon of which The Club is the bona fide occupier.
- (iv) "Annual Meeting" means an Annual General Meeting.
- (v) "Books of The Club" means: The Members Register; the Record of Office Holders; and the Club Constitution.
- (vi) "By-Laws" means the codes of rules made and adopted by The Club in accordance with Section 17(b)(xii).

- (vii) "Commissioner" means the person for the time being designated as the Commissioner under section 153 of The Act.
- (viii) "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;
- (ix) "Financial report" has the meaning given in Part 5 of The Act;
- (x) "Financial statements" means the financial statements in relation to The Club required under Part 5 of The Act;
- (xi) "Financial year" means from the first of July each year until the following 30<sup>th</sup> June.
- (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) "Notice Board" refers to the Notice Board upstairs in the club house.
- (xvi) "Special General Meeting" means a General Meeting as defined below, called in accordance with Section 11 hereunder, at which only business that has been described in the notice may be transacted.
- (xvii) "Special Resolution" means a resolution passed by the members at a general meeting in accordance with Section 51 of The Act.
- (xviii) "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 Management Committee; vote at all general meetings; and petition for a special general meeting.
- (xix) "Flag Officer" refers to the Commodore and Vice Commodore
- (xx) "Vessel" means any boat or ship.

## 5. Membership

- (a) The Club shall keep an up to date register of members in respect of Ordinary, Crew Only, Life, Affiliate, Corporate, Junior, Family with children, Social, Past Active, Honorary, Temporary, Reciprocal and Special Circumstances members.
  - (i) This register must be continually available for inspection at The Club premises by authorised officers.
  - (ii) Residential, postal or email address; or information by means of which contact can be made with the member, can be nominated for the members register.
- (b) Membership of The Club shall consist of the following:
  - (i) **Ordinary**
    - 1. Persons over 18 years of age.

2. Ordinary Members shall be entitled to all privileges afforded by the Club.
3. These privileges include entitlements:
  - a. To hold office under these rules.
  - b. To take part in the management of the Club.
  - c. To vote at any general meeting of Members.
  - d. To race on a yacht.
  - e. To propose or second the nomination of any new Member.
  - f. To wear the Club uniform.
  - g. To register a vessel of which said member is the owner or part owner on the Club register.
  - h. To use the Club pennant on any vessel registered with the Club.

(ii) **Crew Only**

Any person over the age of 18 years who does not want to register a boat but wishes to participate in selected recreational or social boating activities as defined in the By-Laws of the Club from time to time who may be approved by the Board of Management.

(iii) **Life**

Members may elect Persons (over 18 years of age) who have rendered meritorious service to The Club as Life Members for such service.

1. A life member, who pays an annual subscription of not less than \$5.00, shall be entitled to all the privileges afforded by the Club.
2. These privileges include entitlement;
  - a. To hold office under these rules.
  - b. To take part in the management of the Club
  - c. To vote at any general meeting of Members.
  - d. To propose or second the nomination of any new Member.
  - e. To wear the Club uniform.
  - f. To race on a yacht.
  - g. To register a vessel of which said member is the owner or part owner on the Club register.
  - h. To use the Club pennant on any vessel registered with the Club.

(iv) **Affiliate**

1. An Affiliate group may be formed within The Club for sporting or special interest groups.
2. Affiliate members shall be entitled to all privileges afforded by the Club appropriate to their age with the exception of voting rights.
3. Any assets of the Affiliate are the assets of The Club. All monies received for Affiliates shall be paid into the Affiliate's bank account referred to in Section 5(iii)5a

4. All accounting, taxation, financial reporting and legal compliance shall be affected and/or processed through the Club's normal financial and management systems.
5. Affiliates shall use The Club's accounting services in the following manner:
  - a. Affiliates may have a separate bank account to The Club, but it must be on the Club's base bank account number.
  - b. The Club Manager and the secretary of the Affiliate shall be joint signatories of the Affiliate's account.
  - c. All payments on behalf of an Affiliate shall be made by cheque on the Affiliate's account.
  - d. All affiliate members must also become a member of The Club including a membership fee being paid and application for membership completed.
6. The Committee of the Affiliate shall not do, or omit to do, anything that is likely to prejudice or not be in the best interests of The Club.
7. Members of an Affiliate involved in any activity of or related to the Affiliate shall indemnify The Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including in negligence) caused or contributed to by that activity.

(v) **Corporate**

1. Persons over 18 years of age.
2. Corporate members shall be entitled to all privileges afforded by the Club with the exception of voting rights.
3. Organisations, restricted to senior management that have made a significant contribution to The Club through business, sponsorship or donations, may apply for corporate membership.
4. Corporate membership will be restricted at any one time to a level deemed appropriate by The Club or as may be required by the liquor licensing authority.

(vi) **Junior**

1. Persons under the age of 18 years may make application to The Club as a Junior Member, and if accepted, shall pay the prescribed subscription.
2. Junior Members shall be entitled to all the privileges afforded by the Club excluding the use of bar facilities.
3. These privileges include entitlement:
  - a. To wear the Club uniform.
  - b. To race on a yacht.
  - c. To register a vessel of which said member is the owner or part owner on the Club register.
  - d. To use the Club pennant on any vessel on the Club register.
4. Privileges Do Not include:
  - a. To hold office under these rules.

- b. To take part in the management of the Club.
  - c. To vote at any general meeting of Members.
  - d. To propose or second the nomination of any new Member.
  - e. To invite guests to the Club.
5. Any Junior Member on attaining the age of 18 years wishing to remain a member of The Club shall be granted the appropriate club membership and shall pay the full subscription as set down from time to time.

(vii) **Family with children** – may be offered to:

1. Ordinary Members where the Ordinary Member is the parent or guardian of a Junior Member.
2. All members of a family membership will be offered a discount on the full amount of their membership liability.

(viii) **Social**

1. A Social Member is a member who is interested in promoting the objects of The Club but does not wish to participate in yacht racing.
2. Any person over the age of eighteen years shall be eligible for election as a Social Member.
3. A person actively involved in yacht racing may not be a social member.
4. Social Members shall be entitled to all the privileges afforded by the Club.
5. Privileges Do Not include the entitlement:
  - a. To hold office under these rules.
  - b. To take part in the management of the Club.
  - c. To vote at any General meeting of Members.
  - d. To propose or second the nomination of any new Member.

(ix) **Past Active**

1. Any Ordinary Member who has ceased to take an active part in Club activities and who is not the owner or part owner of a vessel on the Club register may apply to be a “Past Active Member” at a reduced annual subscription. Past Active members shall be entitled to receive the Club newsletter.

(x) **Honorary**

1. Membership that may be granted to Club Patrons, Sponsors, Selected Government Officers and any other such persons as the Board of Management may decide from time to time based on their relationship to The Club or community.
2. Honorary membership will be restricted at any one time to a level deemed appropriate by the Board of Management or as may be suggested by the liquor licensing authority.
3. Honorary Members 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.

(xi) **Temporary**

1. 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 Members 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.
2. Temporary Members may not participate in more than three (3) pre-arranged events within a Club sailing season. Penalties will apply to offending yachts.

(xii) **Reciprocal**

1. A visitor who is a full financial member of any like club in Western Australia or any Licensed Club located outside of Western Australia.
2. Reciprocal Members 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.

(xiii) **Special Circumstances**

1. Any Ordinary, Life, Social or Junior 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.
  2. The Board of Management may relieve them of part of their liability but not so as to make their total liability less than one third of the applicable subscription.
- d. Temporary, Reciprocal and Honorary membership would be subject to withdrawal by any club official, including bar persons, acting on the best interests of The Club.
- e. Cessation of Membership:
- (i) A person ceases to be a member when any of the following takes place:
    1. For a member who is an individual, the individual dies;
    2. For a person whose title represents a corporate member, the body corporate is wound up;
    3. The person resigns from The Club;
    4. The person is expelled from The Club under Section 25;
    5. The person ceases to be a member under Section 9(c).
  - (ii) The Club Manager will keep a record on file of the date on which the person ceased to be a member; and
  - (iii) The reason why the person ceased to be a member



- (iv) A member may resign from membership of The Club by giving written notice of the resignation to the Club Manager:
  - 1. The resignation takes effect when the Club Manager receives the notice; or if a later time is stated in the notice, at that later time.
  - 2. 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.
  - 3. The owed amount may be recovered by The Club in a court of competent jurisdiction as a debt due to The Club.

## **6. Application to Become a Member**

- (a) Any person desiring to become a member of The Club shall sign an application form provided and submit it to the Club Manager (by hand, post or email). Such form must state the category of membership being applied for and bear the signatures of two members of The Club who are entitled to voting rights. On payment of the fees due the applicant will become a conditional member of the club with all privileges due to their category of membership.
  - (i) The applicant will then be accepted or denied membership at the next meeting of the Board of Management.
  - (ii) No person shall be entitled to exercise any of the privileges of a member until they have paid all subscriptions due by them.
  - (iii) The Board of Management shall have the right to refuse to admit any person to membership without assigning any reason for doing so.
  - (iv) On the election of each candidate, the Club Manager shall notify the same to them, and become entitled to the privileges and be bound by its rules and by all consequences resulting from breach or non-performance thereof, and shall thereby absolve every person concerned in carrying out enforcing such rules from all personal responsibility or legal liability on such account.
- (b) Life Member – A member may propose another member for Life Membership to the Board of Management in writing giving reasons that Life Membership should be granted. Life Membership recognises a Member's contribution which is far above and beyond what would normally be expected of Club Members, or a contribution involving a level of commitment and dedication seldom seen.

A contribution justifying Life Membership would normally be expected to have extended over a period of at least twenty (20) years.

Life Membership is not granted automatically on the basis of years of service in a particular position or solely as recognition of success in competitive racing.

Nominations for Life Membership must be submitted to the Board at least two months before the next scheduled General Meeting to enable the nomination to be considered by the Board in a timely fashion.

The Nomination should include the date of the member joining the club, if known, and detail instances of major contributions by the individual, such as:

- (i) Positions held on the Board/Committee including length of duty;

- (ii) A history of the individual's activities within the club such as involvement in regattas, junior development, special projects, start box, rescue, etc;
- (iii) Involvement in promotion of the Club either within or outside the local community.
- (iv) A history of the individual's sailing activities such as participation in State, National and International regattas and notable performances – note that personal performances are to be taken into consideration to assess a Nomination but would not attract as much weighting as the other criteria.

The Board will consider all aspects of a Member's contribution to the Club and reserves the right to consult with existing Life Members and Ordinary Members of the Club on the merits of the Life Membership nomination. Upon acceptance by the Board of the nomination by a three-fourths majority, the Board will make a recommendation that Life Membership be awarded to the person nominated at the next General Meeting of the Club.

- (i) An Annual General Meeting may, upon a seventy-five [75%] majority vote, confer Life Membership on a member who has rendered special and outstanding services to The Club.
- (ii) The holder of a Life Membership shall be entitled to all privileges of an ordinary member, be exempt from subscriptions but shall pay any levies and capitation fees.

## **7. 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) Only Ordinary Members, Ordinary Members who are part of a Family Membership, and Life Members shall be entitled to voting rights
- (c) Employees – Members who are employees of The Club are entitled to all the rights and privileges of membership excluding those rights concerned with the selection, election and holding of office with The Club.
- (d) All members, upon successful registration, will be supplied with an electronic copy of The Club constitution, code of conduct, by-laws and policies or will be directed to obtain a copy from The Club's website.
- (e) Upon acceptance to membership, all members agree to be bound by The Club Code of Conduct
- (f) Guests – Ordinary, Ordinary Members who are part of a Family Membership, Crew Only, Affiliate Members, Corporate, Social and Life Members shall be at liberty to invite guests to The Club, but the number of guests shall not exceed the maximum number as contained in Section 48(4)(b) of the Liquor Act.
- (g) A member may hold private family and business functions without limit to number of guests, providing that the sale of liquor shall be:
  - (i) ancillary to a meal supplied at The Club by or on behalf of The Club to a member and to each of the guests of that member being guests of whose attendance was given prior notice to The Club; or

- (ii) to a member, for consumption by the guests of that member at a function held by or on behalf of that member at The Club
- (h) Functions – Ordinary, Ordinary Members who are part of a Family Membership, Crew Only, Affiliate, Corporate, Social and Life Members are entitled to host functions on The Club premises after written application for said function has been considered and approved by the Board of Management.
  - (i) The Club Manager 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.
- (i) Upon request, a member is able to inspect the Books of The Club at such time and place as is mutually convenient to the Club and the Member.
  - (i) A Member must contact the Club Manager to request to inspect the Member Register.
  - (ii) The Member may make a copy of details from the Member Register but has no right to remove the Register for that purpose.
  - (iii) A Member may make a request in writing for a copy of the Member Register.
  - (iv) 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 Board of Management from time to time.
  - (v) A Member must not use or disclose the information on the Member Register:
    - 1. 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),
    - 2. To contact, send material to The Club or a Member for the purpose of advertising for political, religious, charitable or commercial purposes, or
    - 3. For any other purpose unless the use of the information is approved by the Board of Management and for a purpose:
      - a. That is directly connected with the affairs of The Club; or
      - b. Related to the provision of the information to the Commissioner in accordance with a requirement of The Act.
  - (vi) The Board of Management may require a Member who requests a copy of the Member Register to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of The Club.

## **8. Subscriptions**

- (a) The entrance fee and annual subscription of The Club shall be set by majority vote of the Board of Management prior to the commencement of the financial year.
- (b) The Board of Management are able to raise fees by up to 10% within any twelve (12) month period without the need to approach the Members by way of a General Meeting.
- (c) Notice of the fees and subscriptions shall be notified to the members via The Club notice board.

- (d) All subscriptions are due from the first day of July and are payable, on or before 31<sup>st</sup> August provided that:
  - (i) the Board of Management shall not declare a member un-financial if at least half of the subscription is paid by 31<sup>st</sup> August in the current financial year; and/or
  - (ii) the balance of the subscription is paid by the 30<sup>th</sup> June in the current financial year.

## **9. Liability for Subscription**

- (a) Any member who does not notify the Club Manager in writing before the date of the Annual Meeting of his or her withdrawal from The Club shall be liable for the subscription for the current club year.
- (b) The Board of Management shall have the power by resolution to remove from the roll of members the name of any new conditional member who has paid a subscription and subsequently fails to have his or her membership application approved by the Board of Management, shall have their subscription refunded.
- (c) Any member whose subscription is in arrears after 30<sup>th</sup> September in each year shall cease to be a member, subject to Section 8 (d).
- (d) A member who is considered by the Board of Management to be going through a genuine hardship may be eligible for consideration for their membership category to be converted to Special Circumstance Membership as per Section 5(c) (xii)

## **10. General Meetings – Annual General Meeting**

- (a) Subject to the provisions of these rules, all General Meetings shall be conducted by the Chairperson in accordance with “The Law and Procedure at Meetings” by P.E. Joske.
- (b) The Annual General Meeting of members shall be held every calendar year within six months after the end of The Club's financial year, with the Board of Management to determine the date, time and place.
- (c) All Notices of Motion for consideration at the Annual Meeting must be handed to the Club Manager in writing by 5pm no less than fourteen (14) days prior to the date set for said meeting.
- (d) Notice of the meeting (including date, time and location) and agenda items, including wording of Notices of Motion or proposed resolutions, must be posted on The Club notice board for seven (7) days before the date of the meeting for all members to read. If the resolution is intended to be proposed as a special resolution this will also be stated in the notice with the wording of the proposed special resolution.
- (e) Members 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.
- (f) Fifteen (15) financial members shall constitute a quorum at an Annual Meeting.
- (g) In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for an Annual Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.
- (h) The Chairperson of the meeting shall be the club Commodore or if not available a person nominated and elected by the members present.

- (i) Only members with voting rights, as per the constitution will be permitted to vote on matters at the Annual Meeting.
- (j) The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these rules.
- (k) The order of business at the Annual Meeting shall be as follows:
  - (i) Reading notice of meeting.
  - (ii) Reading minutes of the last Annual Meeting and any other General Meeting not yet confirmed and confirming or amending same.
  - (iii) Reading Commodore's Report, discussion and adoption or otherwise.
  - (iv) Reading Statement of Accounts and Balance Sheet to be received or otherwise.
  - (v) Election of Board of Management.
  - (vi) Special Business of which Notice of Motion has been given.
  - (vii) Other Business.

#### **11. General Meetings – Special General Meeting**

- (a) The Board of Management may at any time call a Special General Meeting.
- (b) A Special General Meeting shall also be called by the Board of Management on a requisition signed by no less than 7% of members with voting rights, stating in detail the purpose of the meeting.
- (c) Notice of the meeting (including date, time and location) and agenda items, including wording of Notices of Motion or proposed resolutions, must be posted on The Club notice board for seven (7) days before the date of the meeting for all members to read. If the resolution is intended to be proposed as a special resolution this will also be stated in the notice with the wording of the proposed special resolution.
- (d) Members 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.
- (e) 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.
- (f) Twenty (20) shall form a quorum.
- (g) In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for a Special General Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.
- (h) Only members with voting rights, as per the constitution will be permitted to vote on matters at the Special General Meeting.
- (i) The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these rules.

#### **12. General Provisions for General Meetings**

- (a) General Meetings may take place only where the Members are physically present together.

#### **13. General Provision**

- (a) No member shall be entitled to take any legal action against The Club, other than a claim for goods sold and delivered and services rendered and must conform to the decisions of the Board of Management and in the case of an appeal, to the decision of the General Meeting to which he or she may appeal.
- (b) These rules shall be the rules of The Club and shall be binding on members.
- (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) 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.
- (e) The clubhouse and other club facilities is to be provided and maintained from the joint funds of The Club and no person shall be entitled under these rules to derive any benefit or advantage from The Club which is not shared equally by every member thereof.
- (f) Section 13(e) 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 Board of Management Member on behalf of The Club.
  - (v) the reimbursement of a Board of Management Member's travelling and other expenses as properly incurred:
    - 1. in attending Board of Management 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 Board of Management Members as determined by members by special resolution at an Annual or Special General meeting.

#### **14. Election of Office Bearers**

- (a) The management of The Club shall be vested in a Board of Management consisting of at least five (5) persons elected for a two (2) year term with half of Board of Management being elected each year.
- (b) The size, and composition of the Board of Management and the portfolio of each committee position shall be determined from time to time by a resolution of the membership carried at either an annual general meeting or a general meeting
- (c) The annual election of officers shall be by ballot at each Annual Meeting in the presence of the returning officer and two scrutineers elected by the members present at such meeting.

- (i) Members unable to attend the meeting may lodge a vote on The Club approved ballot paper with the Club Manager at least two (2) days prior to the meeting, having also recorded and signed an apology for the meeting on an outer sealed envelope that contains the sealed ballot paper. This approved ballot paper must be distributed directly to the member.
- (ii) All other votes shall be cast at the Annual Meeting.
- (d) Nominations for individual positions on the Board of Management must be in writing signed by the proposer and nominee and must be in the hands of the Club Manager by 5pm not less than seven (7) days before the Annual General Meeting.
- (e) The nominations shall be exhibited on the notice board or electronically posted at least three (3) days prior to the said meeting.
- (f) In case no more than the required number of officers shall be nominated, those so nominated shall be declared elected.
- (g) If there shall be insufficient nominations to fill the whole of the vacancies of the list of officers, those nominated shall be declared elected and the Board of Management shall have power to fill the vacancies and any casual vacancies that may occur.

#### **15. The Board of Management and Conditions**

- (a) The Executive positions on the Board of Management shall be Commodore, Vice Commodore and Director of Finance and any other as determined by the full Board of Management and shall be elected at the first meeting of the elected Board of Management.
- (b) The Board of Management must comprise at least 50% members who are actively involved in sailing.
- (c) The Manager of The Club will attend all Board of Management meetings to record the minutes of the meeting and give their report.
- (d) The quorum at all Board of Management meetings shall be one over half of the members.
- (e) Board of Management Meetings may take place:
  - (i) where the Board of Management Members are physically present together; or
  - (ii) where the Board of Management Members are able to communicate by using any technology that reasonably allows the Board of Management Member to participate fully in discussions as they happen in the Board of Management Meeting and in making decisions, provided that the participation of the Board of Management Member in the Board of Management Meeting must be made known to all other Members.
- (f) A Board of Management Member who participates in a meeting as set out in Section 15(e)(ii):
  - (i) is deemed to be present at the Board of Management Meeting; and
  - (ii) continues to be present at the meeting for the purposes of establishing a quorum, until the Board of Management Member notifies the other Board of Management Members that he or she is no longer taking part in the Board of Management Meeting.
- (g) Board of Management meetings shall be held monthly.

- (h) Special meetings may be called by the Commodore, Vice-Commodore or on the request of three members of the Board of Management.
- (i) The Board of Management is able to determine the distribution of Board of Management Meetings minutes, as detailed in The Club by-laws.
- (j) All Members, or other guests, may attend Board of Management Meetings if invited by the Board of Management but the person shall not have any right to comment without invitation, or vote on any matter, or to be provided with copies of any agenda, minutes of meetings, or documents presented to such meetings.
- (k) Resignation takes effect when written notice has been received by Commodore or Vice Commodore.
- (l) Board of Management Vacancies
  - (i) Any vacancy occurring in the Board of Management as per Section 16 may be filled at a meeting of the Board of Management when a member may be elected to fill such a vacancy until the next election provided the member elected at such Board of Management meeting shall hold office in the place of, and upon the same terms and conditions as their predecessor, had the latter continued in the office.
  - (ii) In the vacancy of the Commodore then the Vice Commodore shall become Commodore.
  - (iii) A casual vacancy of Vice Commodore shall be filled by the Board from a Member of the Board of Management.
  - (iv) If vacancies in the Board of Management result in the number of Board Members being less than the number fixed under Section 15(d), the continuing Board Members may act to only:
    1. increase the number of Members on the Board to the number required for a quorum; or
    2. convene a General Meeting of The Club; or
    3. Voting outside of meetings will only be allowed for the election of office bearers as detailed in Section 14(f).
- (m) The Commodore shall preside at all meetings of the Board of Management of The Club and, in his or her absence the Vice Commodore.
  - (i) Should neither be present, the meeting shall elect a Chairperson.
- (n) All resolutions of the Board of Management shall be decided by a majority vote of all those present.
  - (i) In the case of equality of votes, the proposal before the Board of Management shall be decided in the negative.
  - (ii) The Commodore or in his or her absence, the acting Commodore shall be authorised to speak on behalf of The Club.
- (o) Any act performed by the Board of Management, a sub-committee or a person acting as a Board of Management Member is deemed to be valid even if the act was performed when:
  - (i) there was a defect in the appointment of a Board Member, subcommittee or person holding a subsidiary office; or



- (ii) a Board Member, a sub-committee member or a person holding a subsidiary office was disqualified from being a Board/sub-committee Member as per Section 18(g) or 18(h) as a result of bankruptcy or conviction of a relevant criminal offence.

## **16. Ceasing to be a member of the Board of Management**

- (a) A casual vacancy occurs in the office of a Board Member and that office becomes vacant if the Board Member:
  - (i) dies;
  - (ii) ceases to be a Member;
  - (iii) becomes disqualified from holding a position under Section 18(g) or 18(h) as a result of bankruptcy or conviction of a relevant criminal offence;
  - (iv) becomes permanently incapacitated by mental or physical ill-health;
  - (v) resigns from office under section 15(k);
  - (vi) is absent from more than:
    - 1. three consecutive Board of Management meetings without a good reason;  
or
    - 2. three Board Meetings in the same Financial Year without tendering an apology to the person presiding at each of those Board Meetings,
  - (vii) Is removed from office under by resolution at a General Meeting of The Club if a majority of the Members present and with voting rights at the meeting vote in favour of the removal.
    - 1. The Board Member who faces removal from the Board of Management must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state his or her case as to why the Member should not be removed from his or her position on the Board.
    - 2. If all Board Members are removed by resolution at a General Meeting, the Members must, at the same General Meeting, elect an interim Board.
    - 3. The interim Board must, within two months, convene a General Meeting of The Club for the purpose of electing a new Board.

## **17. Powers of the Board of Management**

- (a) The business of The Club shall be managed by the Board of Management 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 Board shall, subject to the by-laws, 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 what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodation.
- (iv) To appoint any other officials or servants of The Club and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to paid positions shall be engaged under a contract, award or classification of work in the applicable award 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 Board of Management 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 the rules, to suspend, or expel 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 use club funds to purchase, sell and dispose of the assets of The Club up to \$10,000.00.
- (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 Board of Management shall be indemnified against any loss, expenses or liability incurred by reason of any act or deed performed by him/her in good faith on behalf of the Board of Management and the Board of Management may use the funds of The Club for any such purpose required, together with any reasonable expenses incidental to Board of Management activities.

## **18. Role and Responsibilities of Board of Management Members**

- (a) Obligations of the Board of Management

- (i) The Board of Management must take all reasonable steps to ensure The Club complies with its obligations under the Act and these Rules.
- (b) Responsibilities of Board of Management Members
  - (i) A Board of Management Member must exercise his or her powers and discharge his or her duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.
  - (ii) A Board of Management Member must exercise his or her powers and discharge his or her duties in good faith in the best interests of The Club and for a proper purpose.
  - (iii) A Board of Management Member or former Board of Management Member must not improperly use information obtained because he or she is a Board of Management Member to:
    - 1. gain an advantage for himself or herself or another person; or
    - 2. cause detriment to The Club.
  - (iv) A Board of Management Member or former Board of Management member must not improperly use his or her position to:
    - 1. gain an advantage for himself or herself or another person; or
    - 2. cause detriment to The Club.
- (c) A Board of Management Member having any material personal interest, i.e.: financial or non-financial interests, in a matter being considered at a Board of Management Meeting must:
  - (i) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Board of Management;
  - (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 Board of Management Meeting or vote on the matter.
- (d) Section 18(c) does not apply in respect of a material personal interest that:
  - (i) exists only because the Board of Management Member belongs to a class of persons for whose benefit The Club is established; or
  - (ii) the Board of Management Member has in common with all, or a substantial proportion of, the members of The Club.
- (e) The Club Manager must record every disclosure made by a Board of Management Member under Section 18(c) in the minutes of the Board of Management Meeting at which the disclosure is made.
- (f) No Board of Management 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 Board of Management to do so and such authority is recorded in the minutes of the Board of Management Meeting.
- (g) No person shall be entitled to hold a position on the Board of Management 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.

(h) No person shall be entitled to hold a position on the Board of Management if the person is, according to the Interpretation Act section 13D, a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.

(i) As soon as is practicable after a person has ceased to be a member of the Board of Management of The Club, all relevant documents, records and security items (including passwords and keys) must be delivered to a member of the Board of Management of The Club.

## **19. Commodore**

(a) The Commodore:

- (i) must consult with the Club Manager regarding the business to be conducted at each Board of Management Meeting and each General Meeting
- (ii) may convene special meetings of the Board of Management under Section 15(h)
- (iii) may preside over Board of Management Meetings under Section 15(m)
- (iv) may preside over General Meetings under section 10 and 11; and
- (v) must ensure that the minutes of a General Meeting or Board of Management Meeting are reviewed and signed as correct

## **20. Club Manager**

(a) The Club Manager must:

- (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 Board of Management 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 Members 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. Board of Management 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 safe custody of the Books, with the exception of the Accounting Records, of The Club;
- (viii) keep full and correct minutes of Board of Management Meetings for approval at the next Board of Management meeting, which will then be stored and distributed as per club by-laws;
- (ix) keep full and correct minutes of General Meetings, which will be distributed to all financial ordinary members within fourteen (14) days of the General Meeting via e mail and will be tabled for adoption at the next General Meeting; and
- (x) perform any other duties as are imposed by these Rules or The Club on the Club Manager.

## **21. Director of Finance**

- (a) The Director of Finance must:
  - (i) ensuring that any amounts payable to The Club are collected and issuing receipts for those amounts in The Club's name;
  - (ii) ensuring that any amounts paid to The Club are credited to the appropriate account of The Club, as directed by the committee;
  - (iii) ensuring that any payments to be made by The Club that have been authorised by the committee or at a general meeting are made on time;
  - (iv) ensuring that The Club complies with the relevant requirements of Part 5 of the Act;
  - (v) ensuring the safe custody of The Club's financial records, financial statements and financial reports, as applicable to The Club;
  - (vi) if The Club is a tier 1 The Club, coordinating the preparation of The Club's financial statements before their submission to The Club's annual general meeting;
  - (vii) if The Club is a tier 2 The Club or tier 3 The Club, coordinating the preparation of The Club's financial report before its submission to The Club's annual general meeting;
  - (viii) providing any assistance required by an auditor or reviewer conducting an audit or review of The Club's financial statements or financial report under Part 5 Division 5 of the Act;
  - (ix) carrying out any other duty given to the Director of Finance under these rules or by the Board of Management.

## **22. Sub-Committees**

- (a) The Board of Management may delegate any of its delegable powers to Sub-Committees consisting of such Ordinary Members as it thinks fit.
- (b) Such Sub-Committee must report to and be responsible to the Board of Management.
- (c) No act of any Sub-Committee shall be binding on the Board of Management or Club until ratified by the Board of Management.
- (d) The Chairperson must be an existing member of the Board of Management.

## **23. Financial Matters**

- (a) Source of funds
  - (i) The funds of The Club may be derived from entrance fees, annual subscriptions, donations, fund-raising activities, grants, interest and any other sources approved by the Board of Management.
- (e) Control of funds
  - (i) The Club must open an account in the name of The Club with a financial institution from which all expenditure of The Club is made and into which all funds received by The Club are deposited.
  - (ii) Subject to any restrictions imposed at a general meeting, the Board of Management may approve expenditure on behalf of The Club.
  - (iii) The Board of Management may authorise the Director of Finance to expend funds on behalf of The Club up to a specified limit without requiring approval from the Board of Management for each item on which the funds are expended.
  - (iv) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of The Club must be signed by —
    - 1. two (2) Board of Management members; or
    - 2. one (1) Board of Management member and a person authorised by the Board of Management.
  - (v) All funds of The Club must be deposited into The Club's account within five (5) working days after their receipt.
- (f) Financial statements and financial reports
  - (i) For each financial year, the Board of Management must ensure that the requirements imposed on The Club under Part 5 of the Act relating to the financial statements or financial report of The Club is met.
  - (ii) Without limiting Sub-Rule (1), those requirements include —
    - 1. if The Club is a tier 1 association, the preparation of the financial statements; and
    - 2. if The Club is a tier 2 association or tier 3 The Club, the preparation of the financial report; and
    - 3. if required, the review or auditing of the financial statements or financial report, as applicable; and
    - 4. the presentation to the annual general meeting of the financial statements or financial report, as applicable; and
    - 5. if required, the presentation to the annual general meeting of the copy of the report of the review or auditor's report, as applicable, on the financial statements or financial report.

## **24. Alteration and Repeal of Rules**

- (a) No repeals of any existing rules and no new rules or alteration, amendments or suspensions of a rule shall be valid unless a special resolution is carried by a three-fourths majority of members present and with voting rights at a General or Special General Meeting and by otherwise complying with Part 3 Division 2 of the Act.
- (b) Notices of motions to repeal, alter or suspend any rule shall be given to the Club Manager at least twenty-one (21) days preceding the Annual or Special General

Meeting at which the motion shall be presented. The Club Manager shall exhibit the proposal on The Club notice board at least fourteen (14) days prior to such meeting.

- (c) Within one month after the making of any amendment or addition to the rules of The Club, passed by special resolution, the Board of Management shall submit the required documents to the Commissioner. No effect will be given to the amendments without the approval of the Commissioner.

## **25. Suspension or Expulsion of Members**

- (a) The Board of Management shall have the power to reprimand, suspend or expel any member of The Club.
- (b) The Commodore, Board of Management or Club Manager in receiving a complaint from the Club Manager or Bar Staff, of a member's behaviour which is considered a serious breach of the Liquor Act or acceptable member behaviour or where police involvement is required, may suspend a member for a period of time until disciplinary action under Section 25(f) can be taken.
- (c) The Board of Management is required to exempt any member of that Board of Management from hearing a charge in which he or she has an interest.
- (d) If a responding member or a representative of the responding member does not attend within 30 minutes of the time stated on the hearing notice, the hearing may start without that member or his or her representative and determination will be made at the hearing.
- (e) The Board of Management 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 Board of Management or of any General Meeting; and/or
  - (ii) in the sole judgement of the Board of Management have been guilty in or out of The Club's premises of any act, conducted matter or thing calculated to bring discredit on The Club or its members, or to impair or affect the enjoyment of The Club by other members
- (f) Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Board of Management with no less than seven (7) days' notice.
  - (i) The Board of Management 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 Board of Management consider that on a charge of gross misconduct suspension as above is insufficient, they may call on the member to resign, and if he or she neglects to resign within ten (10) days they may declare him or her to be expelled.
  - (iii) If a Member is suspended or expelled under Section 25(f)(i) or 25(f)(ii), the person may appeal the Board of Management's decision through a Special general meeting by giving written notice to the Club Manager within fourteen (14) days of receiving notice of the Board of Management's decision under Section 25(f)(i) or 25(f)(ii).

- (g) Members are not permitted to have legal representation attend any disciplinary matters, but may bring another member to act in a support capacity only.
- (h) If a Member's membership is suspended under Section 25(f)(i), the Club Manager must record in the Register:
  - (i) the name of the Member that has been suspended from membership;
  - (ii) the date on which the suspension takes effect; and
  - (iii) the length of the suspension as determined by the Board of Management under Section 25(f)(i).
- (i) During the period a member's membership is suspended, the member —
  - (i) loses any rights (including voting rights) arising as a result of membership;
  - (ii) is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to The Club; and
  - (iii) Cannot attend the club as a Guest of a member, unless prior written authorisation is received by the Board of Management.
- (j) Upon the expiry of the period of a Member's suspension, the Club Manager must record in the Register that the Member is no longer suspended.
- (k) If the Board of Management's decision to suspend or expel a Member is revoked under these Rules, any act performed by the Board of Management or Members in a General Meeting during the period that the Member was suspended or expelled from Membership under Section 25(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.

## **26. Resolving Disputes**

- (a) Disputes arising under The Club constitution
  - (i) Section 26 applies to:
    1. Disputes between Members; and
    2. Disputes between The Club and one or more Members that arise under the rules or relate to the rules of The Club. This does not include disciplinary matters undertaken with club members, which are covered only under Section 25 of The Club constitution.
  - (ii) The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.
  - (iii) If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this rule by giving written notice to the Club Manager of the parties to, and details of, the dispute.
  - (iv) The Club Manager must convene a Board of Management Meeting within twenty-eight (28) days after the Club Manager receives notice of the dispute under Section 26(a)(iii) for the Board of Management to determine the dispute.
  - (v) At the Board of Management Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.



- (vi) The Club Manager must inform the parties to the dispute of the Board of Management's decision and the reasons for the decision within seven (7) days after the Board of Management Meeting referred to in Section 26(a)(v).
  - (vii) If any party to the dispute is dissatisfied with the decision of the Board of Management, they may elect to initiate further dispute resolution procedures as set out in the Rules.
- (b) Mediation
- (i) Section 26(b) applies:
    - 1. where a person is dissatisfied with a decision made by the Board of Management under Section 25(f) or Section 26 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 Board of Management.
  - (ii) Where the dispute relates to a proposal for the suspension or expulsion of a Member this rule does not apply until the procedure under Section 25(f) in respect of the proposed suspension or expulsion has been completed.
  - (iii) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Section 26(a)(ii), or a party to the dispute is dissatisfied with a decision made by the Board of Management under Section 26(a) a party to a dispute may:
    - 1. Provide written notice to the Club Manager of the parties to, and the details of, the dispute;
    - 2. Agree to, or request the appointment of, a mediator.
  - (iv) Party, or parties requesting the mediation must pay the costs of the mediation.
  - (v) The mediator must be:
    - 1. a person chosen by agreement between the parties; or
    - 2. in the absence of agreement:
      - a. if the dispute is between a Member and another Member – a person appointed by the Board of Management; or
      - b. if the dispute is between a Member or more than one Member and The Club, the Board of Management or a Board of Management Member then an independent person who is a mediator appointed to, or employed with, a not for profit organisation.
  - (vi) A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.
  - (vii) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
  - (viii) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least five (5) days before the mediation session.
  - (ix) The mediator, in conducting the mediation, must:
    - 1. give the parties to the mediation process every opportunity to be heard;

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

## **27. Liquor Act**

- (a) The Club shall ensure a Duty Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Act.
- (b) The Club shall be open for sale of liquor during such hours as The Board of Management shall from time to time determine and as permitted under the Liquor Act.
- (c) No liquor shall be sold or supplied to any juvenile.
- (d) The club may allow visitors into 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 must be continually available for inspection at The Club premises by authorised officers.
- (e) The Club may seek an Extending Trading Permit – Associations to add local Associations as users of The Club facility to hold their functions.

## **28. Common Seal**

- (a) The Club shall have a Common Seal, which shall be kept in the custody of the Club Manager and shall not be affixed to any document except by the authority of The Board of Management and in the presence of one member of the Board of Management.
- (b) Any document to which the Common Seal is affixed shall be countersigned by the Club Manager or an officer appointed by the Board of Management for that purpose.
- (c) The Club may execute a document without using a Common Seal if the document is signed by:
  - (i) any two Board of Management Members; or
  - (ii) one Board of Management Member and a person authorised by the Board of Management.

## 29. Dissolution of the Club

- (a) The Club may cease its activities and have its incorporation cancelled in accordance with Part 10 of the Act:
  - (i) after the Board of Management has determined The Club is able to pay or meet its debts and liabilities; and
  - (ii) the Members resolve by Special Resolution that The Club will:
    - 1. apply to the Commissioner for cancellation of its incorporation; or
    - 2. appoint a liquidator to wind up its affairs
- (b) The Club shall be wound up in accordance with Part 9 of the Act if:
  - (i) the Board of Management has determined the association is unable to pay or meet its debts and liabilities; or
  - (ii) the Board of Management or Members determine by special resolution to wind up the Club as a result of financial difficulty resulting in or from:
    - 1. being party to any current legal proceedings; or
    - 2. has any other outstanding legal obligations
- (c) Upon cancellation of The Club, the Surplus Property must only be distributed to one or more of the following:
  - (i) an incorporated association under the Act;
  - (ii) a body corporate that at the time of the distribution is the holder of a licence under the charitable collections legislation in Western Australia;
  - (iii) a company limited by guarantee that is registered as mentioned in section 150 of the Corporations Act 2001 (Cwth);
  - (iv) a company holding a licence that continues in force under section 151 of the Corporations Act 2001 (Cwth);
  - (v) a body corporate that:
    - 1. is a member or former member of The Club; and
    - 2. at the time of the Surplus Property is distributed, has rules that prevent the property being distributed to its members;
  - (vi) a trustee for a body corporate referred to in Section 29(c)(v); or
  - (vii) a co-operative registered under the Co-operatives Act 2009 that, at the time of the distribution, is a non-distributing co-operative as defined in that Act.