

CLAREMONT LAWN TENNIS CLUB INCORPORATED CONSTITUTION AND RULES

PART 1 - PRELIMINARY

1. **NAME**

The name of the Club shall be "CLAREMONT LAWN TENNIS CLUB INCORPORATED".

2. **DEFINITIONS**

In construing this Constitution and these Rules unless the context or subject matter otherwise indicates or requires:

"**Act**" means the *Associations Incorporation Act 2015*;

"**Annual General Meeting**" means the Annual General Meeting of the Club held in each year;

"**Club**" means "Claremont Lawn Tennis Club Incorporated";

"**Committee**" means the Committee of the Club elected and/or appointed in accordance with or by these Rules;

"**Financial Records**" *records* includes —

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

"**Financial Report**, of a Tier 2 association or a Tier 3 association, has the meaning given in section 63 of the Act;

"**Financial Statements** means the financial statements in relation to the Club required under Part 5 Division 3 of the Act;

"**Financial Year**, of the Club, means the fiscal year commencing on 1 May and ending on 30 April.;

"**General Meeting**" means a General Meeting of the Club;

"**Extraordinary Meeting**" means all meetings of the Club other than a General Meeting convened in accordance with this Constitution and Rules;

"**Member**" means any person who has been admitted to membership of the Club pursuant to these Rules;

"**Office**" means the office for the time being of the Club;

"**Resolution**" means a resolution of Members when it has been passed by a majority of not less than fifty per centum (50%) of such Members being entitled to vote at a General Meeting;

"**Special Resolution**" means such a resolution of Members when it has been passed by a majority of not less than seventy five per centum (75%) of such Members being entitled to vote at a General Meeting;

“Secretary” means the Secretary for the time being of the Club and includes any deputy or person temporarily fulfilling the duties of his or her office;

Tier 1 association means an incorporated association to which section 64(1) of the Act applies;

Tier 2 association means an incorporated association to which section 64(2) of the Act applies;

Tier 3 association means an incorporated association to which section 64(3) of the Act applies;

Words signifying the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and “person” shall include a Corporation.

PART 2 – OBJECTS AND NOT FOR PROFIT ENTITY

3. OBJECTS

3.1 The objects for which the Club is established are:

- (a) to conduct a tennis club including the provision of tennis courts and a clubhouse with associated facilities for the use of Members and such other persons as may be permitted by this Constitution;
- (b) to promote the game of tennis;
- (c) to promote and foster good relations and co-operation between Members;
- (d) to co-operate with any other club or person if, in the opinion of the Club or the Committee, such co-operation is calculated to assist in or facilitate the fulfilment of the objects of the Club;
- (e) to promote the use of the Clubhouse by Members or for community activities; and
- (f) to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

3.2 The property and income of the Club must be applied solely towards the promotion of the objects or purposes of the Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any Member, except in good faith in the promotion of those objects or purposes.

3.3 A payment may be made to a Member out of the funds of the Club only as follows:

- (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.

4. POWERS

The Club shall have the following powers:

- (a) to purchase manage lease mortgage dispose of hire or otherwise acquire or deal with or exchange all or any part of the property of the Club;
- (b) to borrow and raise money in such manner as the Club may think fit and in particular by way of fluctuating or fixed overdraft and guarantee either without security or secured by mortgage or otherwise;

- (c) to raise by public or private subscriptions appeals entertainments or otherwise funds which shall be used for or in furtherance of any one or more of the objects of the Club;
- (d) to receive any gifts whether or not subject to any trust for any one or more of the objects of the Club;
- (e) to expend funds for the purpose of carrying out all or any of the objects of the Club;
- (f) to invest or otherwise deal with the funds and property of the Club not immediately required for any of its objects in such investments or securities authorised by the Trustees Act 1962 (as amended) as may from time to time be determined by the Committee;
- (g) to co-operate or join by means of affiliation or otherwise with any present or future organisations or bodies having any of the objects of the Club or any objects similar thereto;
- (h) to do all such lawful acts and things as are incidental and/or conducive to the attainment of the objects of the Club;
- (i) to apply for and hold a liquor licence under the Liquor Licensing Act 1988 and to sell or supply liquor to Members and others in accordance with the terms of such licence;
- (j) to do all such other lawful things as are incidental to the attainment of the above objects.

PART 3 - MEMBERS

Act Requirements - Membership - Under sections 4 and 17 of the Act an association must always have at least 6 members with full voting rights.

Act Requirements – Liabilities of the association - Under section 19 of the Act a member of the management committee, trustee or a member of the association is not liable in respect of the liabilities of the association. This does not apply to liabilities incurred by or on behalf of the association prior to incorporation.

Guidance Note – Liability of Members - A member is only liable for their own outstanding membership fees (if any) payable.

MEMBERSHIP

5.1 Membership of the Club shall consist of the following categories of Members:

- (a) Ordinary Member
- (b) Transitional Member
- (c) Tertiary Member
- (d) Aged Pensioner Member
- (e) Mid-week Member
- (f) Country Member
- (g) Life Member
- (h) Junior Member
- (i) Temporary Member
- (j) Non-playing Member
- (k) Senior Pennant Member

5.2 The eligibility of persons to categories of membership shall be as follows:

- (a) Ordinary Member
Any person who the Committee considers appropriate to be an Ordinary Member.
- (b) Transitional Member
Any person aged between 18 years and 30 years (or such other age as the Committee shall from time to time decide) as at 31st December in any year who the Committee considers appropriate to be a Transitional Member.

- (c) Tertiary Member
Any person aged between 18 years and 25 years of age (or such other age as the Committee shall from time to time decide) as at 31st December in any year being a full time student who the Committee considers appropriate to be a Tertiary Member.
- (d) Aged Pensioner Member
Any person who holds a Commonwealth pensioner concession card who the Committee considers appropriate to be an Aged Pensioner Member.
- (e) Mid-Week Member
Any person who the Committee considers appropriate to be a Mid-Week Member.
- (f) Country Member
Any person having his or her ordinary place of residence more than eighty (80) kilometres from the General Post Office Perth and who the Committee considers appropriate to be a Country Member.
- (g) Life Member
Any person who is an Ordinary Member but who the Committee considers is an appropriate person to be admitted as a Life Member of the Club in recognition of his or her services to the Club and whose appointment as Life Member has been approved by Special Resolution of the Committee.
- (h) Junior Member
Any person aged eighteen (18) years and under as at the 31st December in any year and who the Committee considers appropriate to be a Junior Member.
- (i) Temporary Member
Any person who is on any day visiting the Club:
 - (a) as a Member or an official of or a person assisting a team that is to contest a pre-arranged tennis event; or
 - (b) at the invitation of a member to engage in tennis on that day.
- (j) Non-playing Member
Any person who the Committee considers appropriate to be a Non-playing Member.
- (k) Senior Pennant Member
Any person who is a fully financial member of another tennis club but plays pennants for the Club for a winter or summer season.

5.3 Every applicant for membership other than a Temporary Member shall be proposed by an existing Member and seconded by another Member and approved by the Committee. The name and address of every candidate for membership with the name of the proposer and seconder shall be posted on the notice board of the Club House for a period of not less than seven (7) days prior to approval by the Committee PROVIDED THAT a period of not less than fourteen (14) days shall elapse between the receipt of an application for membership and approval by the Committee. The applicant shall sign an application in writing for membership of the Club in such form and containing such agreement or undertaking to abide by these Rules as the Committee may from time to time determine.

5.4 Members shall comply with:

- (a) all the Rules of the Club for the time being and any alterations and additions thereto and any regulations or by-laws made thereunder;
- (b) any Code of Conduct as approved by the Club at the Annual General Meeting.

5.5 No member shall assign or transfer any of the rights privileges or benefits of membership such rights privileges or benefits being personal to the Member.

6. **REGISTER OF MEMBERS**

6.1 The Committee shall cause to be kept a register of Members of the Club and the Secretary shall enter therein the following particulars:

- (a) the name and address of each Member, category of membership and any changes therein;
- (b) the date on which the name of such Member was entered in the Register;
- (c) any period of suspension imposed on a Member; and
- (d) the date on which each member ceases to be a Member.

6.2 A Member who wishes to inspect the register of Members must contact the Secretary to arrange inspection.

6.3 If a Member:

- (a) inspecting the register of Members wishes to make a copy of, or take an extract from, the register under section 54(2) of the Act; or
- (b) makes a written request under section 56(1) of the Act to be provided with a copy of the register of Members,

the Committee may require the Member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declare that the purpose is connected with the affairs of the Club.

6.4 The register of Members is to be kept at the Secretary's place of residence, or at another place determined by the Committee.

7. **RIGHTS OF MEMBERSHIP**

7.1 Ordinary Members, Transitional Members, Tertiary Members, Aged Pensioner Members, Country Members, Life Members shall have the following rights:

- (a) To receive notice of, attend speak and vote at any General Meeting or Extraordinary Meeting;
- (b) To play tennis on the Club courts on all days when the courts are open for play;
- (c) To participate in tournaments and matches organised by the Committee;
- (d) To attend all entertainment and social functions;
- (e) To bring visitors to the Club in the manner approved from time to time.

7.2 Junior Members shall have the following rights:

- (a) To receive notice of, attend and speak at any General Meeting or Extraordinary Meeting;
- (b) To play tennis on the Club courts on all days when the courts are open for play other than organised play PROVIDED THAT play is restricted to the organised junior programme arranged by the Club and such other times as are permitted by the Committee from time to time;
- (c) To participate in junior tournaments and matches and senior tournaments and matches by invitation of the Committee;
- (d) To attend all entertainment and social functions except those specifically arranged for other Members;
- (e) To bring visitors to the Club as may be permitted from time to time.

7.3 Non-playing Members shall have the following rights:

- (a) To receive notice of and attend any General Meeting or Extraordinary Meeting but without a right to vote; and

(b) To attend all entertainment and social functions.

7.4 Mid-Week Members shall have the following rights:

(a) To receive notice of, attend, speak and vote at any General Meeting or Extraordinary Meeting;

(b) To play tennis on the Club courts on all days when the courts are open between Monday and Friday;

(c) To participate in tournaments and matches organised by the Committee between Monday and Friday and, at the discretion of the Committee, on weekends;

(d) To attend all entertainment and social functions;

(e) To bring visitors to the Club from time to time in the manner approved between Monday and Friday.

7.5 Senior Pennant Members shall have the following rights:

(a) To play pennants tennis for the Club;

(b) To attend all entertainment and social functions;

(c) To bring visitors to the Club in the manner approved from time to time.

8. **NO PARTNERSHIP**

Members of the Club are not partners and are not liable in any way to each other except as provided in these Rules.

9. **CESSATION OF MEMBERSHIP**

A person shall cease to be a Member of the Club:

(a) On death or resignation in writing provided all annual subscriptions and other moneys due by the resigning Member of the Club have been paid; and

(b) If a Member fails to pay the annual subscription before the 30th November in each year or such other subsequent date as may be specified by the Committee from time to time; or

(c) If the Member is expelled from the Club in accordance with Rule 10;

(d) By ceasing to satisfy the requirements for membership of a particular class of membership.

10. **SUSPENSION OR EXPULSION FROM THE CLUB**

10.1 If shall be the duty of the Committee if at any time it is of the opinion that the interests of the Club so require:

(a) to suspend any Member from the Club for such period as shall be specified by the Committee; or

(b) to expel a Member from the Club

Any such suspension or expulsion shall be made by written notice given to the Member.

10.2 Any Member who has been suspended from the Club for a period exceeding three (3) calendar months or who has been expelled from the Club may within fourteen (14) days after the Committee gives the Member notice of the suspension or expulsion or within such longer period as the Committee may in its discretion decide request that the matter be referred to a General Meeting. On receiving such a request the Committee shall convene a General Meeting as soon as practicable. Pending such General Meeting the Member concerned shall be excluded from the Club House and courts.

10.3 At such General Meeting the Member concerned may offer an explanation verbally or in writing. If thereafter a Special Resolution is passed to confirm the Committee's suspension or expulsion such

Member shall thereupon comply with the Committee's suspension or shall be expelled as the case requires.

- 10.4 A Member who has been suspended from the Club shall be excluded from the Club House and courts during the period of suspension.
- 10.5 A Member who has been expelled shall subject to Clauses 10.2 and 10.3 immediately cease to be a Member of the Club.
- 10.6 Any Member whose name is struck off the register of Members under this clause shall forfeit all entrance fees and subscriptions paid and all right in and claim upon the Club and its property.
- 10.7 Where a Member has been suspended or expelled his or her suspension or expulsion shall not affect the membership of any other person who may comprise a family membership.

11. **ANNUAL SUBSCRIPTION**

- 11.1 An annual subscription payable by each category of Members shall be determined by the Committee and ratified by Resolution at the Annual General Meeting and the Club in General Meeting may in addition impose an administrative levy or impose special levies from time to time.
- 11.2 Any Member whose subscription or levies remain unpaid for thirty (30) days after the due date for payment may at the option of the Committee be charged interest thereon at the rate being two per centum (2%) per annum in excess of the interest rate charged from time to time by the Club's Bank on overdrawn current accounts for amounts of less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) such interest to be calculated from the due date of payment until actual payment.
- 11.3 If the Club incurs any expense whatsoever (including but not limited to any solicitors' fees notwithstanding that such fees may be in excess of any applicable scale of fees) relating to the recovery of any subscription or other sum owing to the Club such expense shall be a debt due to the Club by the Member in respect to whom the expense has been incurred and shall be payable to the Club upon demand.
- 11.4 The Committee may allow a discount for the early payment of any subscription or levy as it thinks fit.
- 11.5 Unless otherwise determined by the Committee all annual subscriptions shall be payable in advance on or before the 30th September in each year. Unless the Committee otherwise approves no Member whose subscriptions are in arrears after the 30th November in each year shall be entitled to use the Club or its facilities or play on the courts whilst such subscription is in arrears.
- 11.6 If the Committee becomes aware that payment of any subscription or levy will cause undue hardship to a Member, the Committee may, in its discretion, extend the time for payment of the subscription or levy or remit the whole or part of any subscription or levy.
- 11.7 The Committee may discharge remit or waive any subscription or levy of any Member in consideration of any services rendered or to be rendered to the Club or for services generally to and in connection with the game of tennis PROVIDED THAT any such waiver in any particular case shall not be binding or operate as a precedent in respect of any request for a waiver or remission in any other circumstance.

PART 4 – GENERAL MEETINGS

12. **GENERAL MEETINGS**

- 12.1 The Annual General Meeting of the Club shall be held annually at such time and place as may be determined by the Committee but not later than 30th June in each year.
- 12.2 The Committee shall convene an Extraordinary Meeting:
 - (a) whenever it thinks fit; and
 - (b) upon receiving a written requisition to do so from at least 20% of the Members eligible to vote.

- 12.3 Any such requisition shall specify the purposes of the Meeting required and shall be signed by the Members making the same and shall be handed to the Secretary. It may consist of several documents in like form each signed by one or more of the requisitioning Members. The meeting shall be convened for the purposes specified in the requisition and, if convened otherwise than by the Committee, for those purposes only.
- 12.4 The Committee shall convene an Extraordinary Meeting to be held within twenty eight (28) days after the delivering of the requisitions to the Secretary or a decision being made by the Committee to convene such Meeting.
- 12.5 At least fourteen (14) clear days before every General Meeting or Extraordinary General Meeting the Secretary shall give to each member notice in writing of the Meeting and such notice shall specify the place and date and the hour of the Meeting and in case of special business the general nature of such business shall be specified. The non-receipt of such notice by any member shall not invalidate the proceedings of any General Meeting or Extraordinary General Meeting. In order for a Special Resolution to be duly passed at least fourteen (14) days' notice specifying the intention to propose the Resolution as a Special Resolution must first be given. Such notice shall be given in the manner provided in this Constitution and Rules PROVIDED THAT if all members present entitled to attend and vote at any Meeting so agree a Resolution may be proposed and passed at such Meeting even if shorter notice than provided in this clause shall have been given.

13. **PROCEEDINGS AT THE ANNUAL GENERAL MEETING**

- 13.1 The ordinary business at the Annual General Meeting shall be to:
- (a) to confirm the minutes of the previous annual general meeting and of any special general meeting held since then if the minutes of that meeting have not yet been confirmed;
 - (b) receive and consider —
 - i. if the Club is a Tier 1 association, the Financial Statements of the Club for the preceding Financial Year presented under Part 5 of the Act; and
 - ii. if the Club is a Tier 2 association or a Tier 3 association, the Financial Report of the Club for the preceding Financial Year presented under Part 5 of the Act;
 - iii. if required to be presented for consideration under Part 5 of the Act, a copy of the report of the review or auditor's report on the Financial Statements or Financial Report;
 - (c) receive a report from the President on the activities of the Club in the preceding year;
 - (d) elect or appoint the Committee for the ensuing year;
 - (e) if applicable, to appoint or remove a reviewer or auditor of the Club in accordance with the Act;
 - (f) fix annual subscriptions; and
 - (g) transact any other business which ought to be transacted at a General Meeting.

All other business transacted at a General Meeting and all business transacted at an Extraordinary Meeting shall be deemed special and subject to notice as provided herein. It shall not be necessary at any General Meeting to pass Resolutions by more than a simple majority except where a Special Resolution is required by these Rules.

- 13.2 Subject to the provisions of Rule 13.3 no business shall be transacted at any General Meeting unless a quorum of not less than three (3) Members of the Committee together with ten (10) other Members entitled to vote is present at the commencement of such Meeting.
- 13.3 If within thirty (30) minutes after the time fixed for the Meeting a quorum is not present the Meeting if convened on the requisition of Members shall be dissolved. In any other case it shall be scheduled within thirty (30) days at a convenient time of which not less than fourteen (14) days' notice shall be given to all Members by the Secretary and if at such adjourned Meeting a quorum is not present then the Members present shall be a quorum.

- 13.4 (a) The presence of a Member at a general meeting need not be by attendance in person but may be by that Member and each other Member at the meeting being simultaneously in contact by telephone or other means of instantaneous communication.
- (b) A Member who participates in a general meeting as allowed under Rule 13.4(a) is taken to be present at the meeting and, if the Member votes at the meeting, the Member is taken to have voted in person.
- 13.5 The President shall preside at all Meetings of the Club and if he or she is absent the Vice President shall preside but if the President and Vice President are both absent a Chairperson shall be elected by the Members present.
- 13.6 The Chairperson of a General Meeting may with the consent of the Meeting adjourn any Meeting but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting at which the adjournment took place.

13.7 **Voting**

- (a) At any General Meeting or Extraordinary Meeting (meeting) a resolution put to the vote of the meeting shall be decided on the voices or on a show of hands by those present at the meeting or their proxy unless when the motion is put to the meeting a poll is demanded.
- (b) A poll may be demanded by any one of the following:
- (i) The Chairperson; or
 - (ii) Any Member entitled to vote who is present in person.
- (c) A poll if demanded shall be taken by secret ballot by simple “yes” or “no” vote. Any Member wishing to abstain from the poll shall do so by not handing in a ballot paper. Otherwise the secret ballot shall be taken in such manner and such time and place as the Chairperson of the meeting directs.
- (d) In case of any dispute as to the admission or rejection of a vote the Chairperson shall determine the same and such determination shall be final and conclusive. The demand for a poll shall not prevent the continuance of a meeting or the transaction of any other business other than the question on which the poll has been demanded.
- 13.8 If a poll is not demanded under rule 13.7, every resolution submitted to a meeting shall be decided by a show of hands and a declaration by the Chairperson that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution. In the case of an equality of votes the Chairperson shall (both on a show of hands and a poll) have the casting vote.

13.9 **Proxies**

A Member who, by their membership category has a right to vote (in this rule called “the Appointing Member”), may appoint in writing another Member to be the proxy of the Appointing Member and to attend and vote on behalf of the Appointing Member at any meeting of the Club. The appointment of the proxy can be by email or by handwritten note and shall be produced to the Chairperson of the meeting before the start of the meeting.

14. **VOTES OF MEMBERS**

- 14.1 On a show of hands each Member eligible to vote by their membership category shall be entitled to one (1) vote.
- 14.2 On a poll each Member eligible to vote by their membership category shall be entitled to exercise one (1) vote.

- 14.3 No Member shall be entitled to be present or to vote at any General Meeting or Extraordinary Meeting whilst such Member is in default in the payment of any moneys owing by such Member to the Club.

PART 5 - COMMITTEE

15. COMMITTEE

- 15.1 At each Annual General Meeting the Committee shall be elected or appointed as herein provided.

- 15.2 All positions on the Committee shall be elected by Members and shall consist of the:

President
Vice President
Secretary
Treasurer
Men's Captain
Ladies' Captain
Pennant Supervisor
Junior Co-Ordinator
Grounds Co-Ordinator
Social Co-Ordinator
Clubhouse Manager

- 15.3 Nominations of Members for election to the Committee shall be in writing in such form as may from time to time be prescribed by the Committee and shall be signed by one or more Members of the Club entitled to vote at the election and shall bear the consent of the candidate to his or her nomination endorsed thereon and the nomination shall be lodged with the Secretary at least seven (7) days prior to the Annual General Meeting.
- 15.4 Subject to these Rules the Club shall be managed and controlled by the Committee.
- 15.5 At each Annual General Meeting all of the Committee shall retire from office.
- 15.6 Unless at an Annual General Meeting not less than ninety per centum (90%) of those Members present and entitled to vote shall so resolve then no person shall hold the position of President, Vice President, Secretary or Treasurer for more than two (2) consecutive years.
- 15.7 In the event that any person ceases to be a Member of the Committee or a place on the Committee is otherwise vacant then the Committee may by Resolution appoint another Member to fill such vacancy.
- 15.8 Subject to the requirement for a quorum under Rule 17.1, the Committee may continue to act despite any vacancy in its membership.
- 15.9 If there are fewer Committee members than required for a quorum under Rule 17.1, the Committee may act only for the purpose of:
- (a) appointing Committee members under this Rule; or
 - (b) convening a General Meeting or Extraordinary Meeting.
- 15.10 The acts of the Committee or a subcommittee or of a Committee member or sub-committee member are valid despite any defect that may afterwards be discovered in the election, appointment or qualification of a Committee member or subcommittee member.
- 15.11 A person ceases to be a Committee member if he or she:
- (a) ceases to be a Member of the Club;
 - (b) dies or becomes unable to carry out his or her duties;
 - (c) resigns his or her office by notice in writing to the Club;

- (d) is removed by Resolution of a General Meeting;
 - (e) becomes ineligible to accept appointment or act as a Committee member under section 39 of the Act;
 - (f) becomes permanently unable to act as a Committee member because of a mental or physical disability.
- 15.12 As soon as practicable after ceasing to be a Committee member, the person must deliver to a Committee member all relevant documents and records they hold pertaining to the management of the Club's affairs.
- 15.13 No Committee member shall be disqualified by his or her office from contracting with the Club either as vendor, purchaser or otherwise nor shall any such contract or arrangement entered into by or on behalf of the Club with any corporation or partnership of or in which any Committee member shall be a member or otherwise interested be avoided nor shall any Committee member so contracting or being such a member or so interested be liable to account to the Club for any profit realised by any such contract or arrangement by reason only of such Committee member holding that office and the fiduciary relation thereby established.
- 15.14 The Club Coach or any full-time employee of the Club shall not be entitled to be elected to any office on the Committee.

16. **DUTIES OF COMMITTEE**

- 16.1 The Committee members are the persons who, as the management committee of the Club, have the power to manage the affairs of the Club.
- 16.2 Subject to the Act, these rules, the by-laws (if any) and any resolution passed at a general meeting, the Committee has power to do all things necessary or convenient to be done for the proper management of the affairs of the Club.
- 16.3 The Committee must take all reasonable steps to ensure that the Club complies with the Act, these rules and the by-laws (if any).
- 16.4 The duties of each Member of the Committee shall be as follows:
- (a) **President and Vice President**
The President shall chair all meetings of the Club and the Committee, have a casting vote in the event of any tied vote, be entitled to be a member of all sub-committees and working parties present a report to the Members at the Annual General Meeting and act as the Committee Officer of the Club. The Vice President shall deputise for the President or any other officer of the Club and if requested shall present a report to Members at the Annual General Meeting;
 - (b) **Secretary**
The Secretary shall:
 - i) keep all correspondence books and other papers belonging to or relating to the Club;
 - ii) keep attendance records and minutes of all meetings of the Committee and any Meetings of the Club;
 - iii) receive and answer all correspondence as directed by the Committee or the Members;
 - iv) if required present a report to Members at the Annual General Meeting;
 - v) keep the membership records up to date and arrange for the collection of annual subscriptions and levies;
 - vi) generally act as Secretary of the Club at the direction from time to time of the Committee;

vii) retain a copy of the current Constitution available for the inspection of Members.

(c) **Treasurer**

The Treasurer shall:

- i) ensure that any amounts payable to the Club are collected and issue receipts for those amounts in the Club's name;
- ii) ensure that any amounts paid to the Club are credited to the appropriate account of the Club, as directed by the Committee;
- iii) ensure that any payments to be made by the Club that have been authorised by the Committee or at a general meeting (and also approved by the Treasurer) are made on time;
- iv) ensure that the Club complies with the relevant requirements of Part 5 of the Act;
- v) ensure 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 association, 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 association or tier 3 association, coordinating the preparation of the Club's financial report before its submission to the Club's annual general meeting;
- viii) provide 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) carry out any other duty given to the treasurer under these rules or by the Committee.

(d) **Men's Captain and Ladies Captain**

The Men's Captain and Ladies Captain shall:

- i) be the Club's official representatives in all matters in relation to men's and ladies tennis respectively and facilitate play on the Club courts;
- ii) regulate and manage all rankings of players within the Club;
- iii) carry out such other duties as may be assigned to them from time to time by the Committee;
- iv) make recommendations to the Committee, oversee the operations and maintenance of the register of Members, maintain optimum levels of membership of the Club and arrange for the reception and introduction of new Members and generally have regard to the welfare of the Members;

(e) **Pennant Supervisor**

The \ Pennant Supervisor shall be responsible for the selection of Pennant and other teams to play in any match in which the Club is a competitor and generally to manage and supervise all players participating in any league competition or other team on behalf of the Club.

(f) **Junior Co-Ordinator**

The Junior Co-Ordinator shall be responsible for the management and development of Junior Members of the Club and shall liaise with the Club Coach in respect of such matters and generally promote the game of tennis to children within the Claremont district.

(g) **Grounds Co-Ordinator**

The Grounds Co-Ordinator shall be responsible for the care, management, cleaning and maintenance of the courts, gardens and green keeping equipment and shall liaise with and co-ordinate any employees or contractors of the Club providing services relating to such matters.

(h) **Social Co-Ordinator**

The Social Co-Ordinator shall be responsible for the organisation of social functions.

(i) **Clubhouse Manager**

The Clubhouse Manager shall be responsible for the care, management, cleaning and maintenance of the Clubhouse and shall liaise with and co-ordinate any employees or contractors of the Club providing services relating to such matters.

17. **OPERATIONS OF COMMITTEE**

- 17.1 The Committee shall meet together at least six (6) times in each year for the dispatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit and may determine the quorum necessary for the transaction of business PROVIDED HOWEVER THAT at no time shall less than five (5) Committee Members be deemed a quorum. Not less than three (3) days' notice shall be given to all Committee Members in relation to any proposed meeting.
- 17.2 A Member of the Committee may at any time and the Secretary upon request of a member of the Committee shall convene a meeting of the Committee.
- 17.3 (a) Questions arising at any meeting of the Committee shall be decided by a majority of votes.
- (b) Every Member of the Committee shall have one (1) vote and in the case of an equality of votes the President shall have a casting vote.
- 17.4 (a) The presence of a Committee member at a Committee meeting need not be by attendance in person but may be by that Committee member and each other Committee member at the meeting being simultaneously in contact by telephone or other means of instantaneous communication.
- (b) A Committee member who participates in a Committee meeting as allowed under Rule 17.4(a) is taken to be present at the Committee meeting (i.e. form part of the quorum) and, if the Committee member votes at the meeting, the Committee member is taken to have voted in person.
- 17.5 A meeting of the Committee at which a quorum is present shall be competent to exercise all or any of the authorities discretions and powers of the Club which are not required by law or these Rules to be exercised by the Club in General Meeting.
- 17.6 The Committee may delegate its powers to sub-committees consisting of such members of the Club as it thinks fit. Any such sub-committee so formed shall in the exercise of the power so delegated conform to any regulations that may from time to time be imposed on it by the Committee. The President may be an ex officio member of any sub-committee. The meetings and proceedings of any such sub-committee shall be governed by the provisions herein contained for the regulation of the meetings of the Committee insofar as they are applicable.
- 17.7 All acts done by any meeting of the Committee or by a sub-committee thereof shall be deemed to be binding, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of any Committee member or sub-committee member or that any such member had been duly appointed and was qualified to be a Committee member or sub-committee member as the case may be.
- 17.8 A Resolution in writing signed by all Committee members shall be as valid and effectual as if it had been passed at a meeting of the Committee duly called and constituted.
- 17.9 The Committee shall cause minutes to be kept in books provided for the purpose of all resolutions and proceedings of General Meetings and Extraordinary Meetings and of meetings of the Committee.
- 17.10 All office bearers and Committee members shall act in an honorary capacity.

- 17.11 The Committee shall be empowered to appoint delegates to the WA Lawn Tennis Association or any other bodies acting in relation to the game of tennis or generally in any other special capacity thought necessary or expedient and to terminate any such appointment at any time.
- 17.12 The Committee shall arrange all tournaments competitions and matches and fix dates thereof and may amend such dates and settle all disputes in connection with any tournament competition or match.
- 17.13 The Committee shall be empowered to appoint and to dismiss or otherwise terminate the services of any person as a coach of the Club.
- 17.14 If any Committee member shall be absent for three (3) or more consecutive meetings of the Committee without apology or without leave of the Committee such Member shall be deemed to cease to hold office.
- 17.15 A Committee member who has any direct or indirect interest in a contract or proposed contract made by or in contemplation of the Committee shall as soon as he or she becomes aware of his or her interest disclose the nature and extent of that interest to the Committee. The Club shall cause every disclosure made to the Committee under this Rule to be recorded in the minutes of the meeting at which it is made. A Member may make a general disclosure in respect of any particular interest and thereafter it shall not be necessary for a disclosure to be made at each meeting of each Committee. A Member of the Committee who has any direct or indirect pecuniary interest in a contract or proposed contract made by or in contemplation of the Committee shall not take part in any deliberations or decisions of the Committee relating to such matter and shall not vote in respect of that matter.

PART 6 – FINANCIAL MATTERS

18. FINANCIAL MATTERS

18.1 Source of funds

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 Committee.

18.2 Control of funds

- (a) 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.
- (b) Subject to any restrictions imposed at a general meeting, the Committee may approve expenditure on behalf of the Club.
- (c) The Committee may authorise the treasurer to expend funds on behalf of the Club up to a specified limit without requiring approval from the Committee for each item on which the funds are expended.
- (d) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Club must be signed by —
(i) 2 Committee members; or
(ii) one Committee member and a person authorised by the Committee.
- (e) All funds of the Club must be deposited into the Club's account within 5 working days after their receipt.

19. FINANCIAL STATEMENTS AND FINANCIAL REPORTS

- 19.1 For each Financial Year, the Committee 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 are met.
- 19.2 Without limiting Rule 19.1, those requirements include —
(a) if the Club is a Tier 1 association, the preparation of the financial statements; and
(b) if the Club is a Tier 2 association or Tier 3 association, the preparation of the financial report; and
(c) if required, the review or auditing of the financial statements or financial report, as applicable; and

- (d) the presentation to the annual general meeting of the financial statements or financial report, as applicable; and
- (e) 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.

19.3 The financial records and, as applicable, the financial statements and financial reports of the Club shall be kept by the Treasurer at the Club House or at such other place as the Committee thinks fit and shall always be available for inspection by the Members of the Committee.

PART 7 – GENERAL MATTERS

ALTERATIONS TO RULES

- 20.1 The Club shall have power subject as hereinafter provided to alter amend or make additions to these Constitutions and Rules and the alterations amendments or additions shall be as binding and effectual as if the same were inserted and contained in the original Rules PROVIDED THAT no such alterations amendments or additions to the Rules shall be made except by Special Resolution.
- 20.2 As soon as practicable after the making of any proposal for a change to the Constitution and Rules of the Club the Secretary shall provide to the Director of Liquor Licensing certified particulars of the changes proposed. No effect shall be given to any change of the Constitution and rules without the prior written approval of the Director of Liquor Licensing.
- 20.3 No change shall be made to these Constitution and Rules nor shall any change take effect until the requirements of the Act in respect of any alteration have been satisfied.
- 20.4 Any alteration rescission or addition to these Constitution and Rules duly passed shall be advised to the Director of Liquor Licensing and to the Commissioner of Corporate Affairs within such time as may be required under the Liquor Licensing Act 1988 or the Act from time to time.

21. **DISSOLUTION OF THE CLUB**

The Club may be dissolved or wound up by a Special Resolution at any General Meeting or at an Extraordinary Meeting called for such purpose. If upon the winding up or dissolution of the Club there shall remain after the satisfaction of all its debts and liabilities and the costs charges and expenses of the winding up any property whatsoever the same shall not be paid to or distributed among the Members but shall be distributed to one or more entities that fall within the categories set out in section 24 of the Act as determined by Resolution of the Members when authorising and directing the Committee to prepare a distribution plan for the distribution of the surplus property of the Club in accordance with Part 10 of the Act.

22. **NOTICES**

- 22.1 Notice hereunder may be served by the Club on a Member either personally or by sending it through the post in a pre-paid letter envelope or wrapper addressed to such Member at his or her place of address appearing in the register of Members or by sending it by email if an email address has been notified to the Club by the Member.
- 22.2 Any notice sent by post shall be deemed to have been served on the day following that on which the letter envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the letter envelope or wrapper containing the notice was properly addressed and posted; any notice sent by email shall be deemed to have been served on the day that the email was sent and in proving such service it shall be sufficient to prove that the email was sent to the correct email address and that no failure to deliver notification has been received by the sender in respect of the email.

23. **NOT USED**

24. **REGULATION AND BY-LAWS**

The Club and/or Committee may make such regulations or by-laws as may seem necessary or expedient for the efficient conduct and management of the Club and its affairs and may at any time annul or vary such regulations or by-laws PROVIDED THAT such regulations or by-laws shall not be inconsistent with the terms of the Constitution or Rules.

25. **COMMON SEAL**

The Committee shall provide a Common Seal of the Club which shall be kept in the custody of the Secretary and shall only be used with the authority of the Committee. All documents to which the Common Seal shall be affixed shall be signed by the President or Vice President of the Committee and countersigned by the Secretary.

26. **INSPECTION OF DOCUMENTS**

A Member of the Club may at any reasonable time inspect without charge the books documents records and securities of the Club.

27. **COLOURS OF THE CLUB**

The colours of the Club shall be blue and light blue.

28. **GUESTS OF MEMBERS**

Members shall be entitled to introduce guests on to the Club premises PROVIDED THAT the maximum number of guests per member per day for the purposes of Section 48(4)(b) of the Liquor Licensing Act is five (5).

29. **MEMBER PROTECTION POLICY**

The Committee hereby adopts the Tennis Australia Member Protection Policy with any amendments made from time to time.

PART 4 — DISCIPLINARY ACTION, DISPUTES AND MEDIATION

Division 1 — Term used

30. **TERM USED: MEMBER**

In this Part —

member, in relation to a member who is expelled from the Club, includes former member.

Division 2 — Disciplinary action

31. **SUSPENSION OR EXPULSION**

- 31.1 The Committee may decide to suspend a member's membership or to expel a member from the Club if —
- (a) the member contravenes any of these rules; or
 - (b) the member acts detrimentally to the interests of the Club.
- 31.2 The Secretary must give the member written notice of the proposed suspension or expulsion at least 28 days before the Committee meeting at which the proposal is to be considered by the Committee.
- 31.3 The notice given to the member must state —
- (a) when and where the Committee meeting is to be held; and
 - (b) the grounds on which the proposed suspension or expulsion is based; and
 - (c) that the member, or the member's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the proposed suspension or expulsion;

- 31.4 At the Committee meeting, the Committee must —
- (a) give the member, or the member's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Committee about the proposed suspension or expulsion; and
 - (b) give due consideration to any submissions so made; and
 - (c) decide —
 - (i) whether or not to suspend the member's membership and, if the decision is to suspend the membership, the period of suspension; or
 - (ii) whether or not to expel the member from the Club.
- 31.5 A decision of the Committee to suspend the member's membership or to expel the member from the Club takes immediate effect.
- 31.6 The Committee must give the member written notice of the Committee's decision, and the reasons for the decision, within 7 days after the Committee meeting at which the decision is made.
- 31.7 A member whose membership is suspended or who is expelled from the Club may, within 14 days after receiving notice of the Committee's decision under Rule 31.6, give written notice to the Secretary requesting the appointment of a mediator under Rule 33.6.
- 31.8 If notice is given under Rule 31.7, the member who gives the notice and the Committee are the parties to the mediation.

Guidance Note – Suspension or expulsion of a Member - Once the Committee has decided to suspend or expel a member under Rule 31.4 the member is immediately suspended or expelled.

32. Consequences of suspension

- 32.1 During the period a member's membership is suspended, the member —
- (a) loses any rights (including voting rights) arising as a result of membership; and
 - (b) is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to the Club.
- 32.2 When a member's membership is suspended, the Secretary must record in the register of members —
- (a) that the member's membership is suspended; and
 - (b) the date on which the suspension takes effect; and
 - (c) the period of the suspension.
- 32.3 When the period of the suspension ends, the Secretary must record in the register of members that the member's membership is no longer suspended.

Division 3 — Resolving disputes and mediation

33. RESOLVING DISPUTES AND MEDIATION

- 33.1 This procedure applies to disputes —
- (a) between members; or
 - (b) between one or more members and the Club.
- 33.2 A party to a dispute may give written notice to the Secretary of —
- (a) the parties to the dispute; and
 - (b) the matters the subject of the dispute.
- 33.3 Within 28 business days of receipt of the written notice:
- (a) the Committee alone may appoint a Subcommittee to deal with the dispute; and
 - (b) the Subcommittee will meet and determine the dispute.
- 33.4 The parties to the dispute may make written submissions to the Subcommittee about the dispute.
- 33.5 The Subcommittee will advise the parties of its decision within 7 business days after the Subcommittee meeting at which the determination is made.

- 33.6 A party to the dispute may, within 14 business days after receiving notice of the Committee's determination, give written notice to the Secretary requesting the appointment of a mediator.
- 33.7 The Committee shall appoint a mediator.
- 33.8 The person appointed as mediator by the Committee may be a member or former member of the Club, but must not —
- (a) have a personal interest in the matter that is the subject of the mediation; or
 - (b) be biased in favour of or against any party to the mediation.
- 33.9 The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.
- 33.10 Each party to the mediation may give the mediator a written statement of the issues that need to be considered at the mediation at least 5 business days before the mediation takes place.
- 33.11 The mediator cannot determine the matter that is the subject of the mediation, the mediation will 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.
- 33.12 The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.
- 33.13 If the mediation does not result in the parties reaching a different decision regarding the dispute then the decision of the Subcommittee will stand.

34. If mediation results in decision to suspend or expel being revoked

If —

- (a) mediation takes place because a member whose membership is suspended or who is expelled from the Club gives notice under Rule 31.7; and
- (b) as the result of the mediation, the decision to suspend the member's membership or expel the member is revoked,

that revocation does not affect the validity of any decision made at a Committee meeting or General Meeting during the period of suspension or expulsion.