MANDURAH
OFFSHORE FISHING
AND SAILING CLUB

CONSTITUTION

Revision 2014 - 2

Updated 26th September 2014

115 Breakwater Parade
Ocean Marina
Mandurah WA 6210

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1. NAME

1.1. The name of the Club is 'Mandurah Offshore Fishing and Sailing Club Inc'.

2. DEFINITIONS

2.1. Definitions

In these rules, unless the contrary intention appears:

"Act" means the *Associations Incorporation Act 1987* and subsequent amendments.

"AGM" means the Annual General Meeting

"Approved Manager" means a person approved under s35B of the Liquor Act to supervise and manage the conduct of business on the licensed premises of the Club.

"ballot" means voting conducted in written form at a meeting on a motion of that meeting or to decide on an election.

"By-Law" means the MOFSC By-Laws as amended

"charges" means a charge for the purchase, use or hire of facilities or services by a member or a fine raised against a member.

"Club" and "MOFSC" mean the 'Mandurah Offshore Fishing and Sailing Club Inc'.

"committee" or "sub-committee" means a committee to which powers have been delegated by the Management Committee.

"Commissioner" means the Commissioner for Consumer Protection exercising powers under the Act.

"Constitution" means the MOFSC Constitution as amended

"Director" means the Director of Liquor Licensing at the Department of Racing, Gaming and Liquor.

"fees" means the nomination fee payable by a person when applying for membership of the Club and the annual subscription fee payable to maintain membership.

"financial member" means any member who has paid all fees, subscriptions, levies and charges payable by members.

"General Manager" means the person appointed by Management Committee to perform the duties of the General Manager of the Club.

"general meeting" means a meeting to which all members are invited

"levies" means a specific purpose charge imposed by the Club on specific membership categories.

'licensed premises' means the areas of the Club premises that are licensed for the sale and consumption of alcohol.

"Liquor Act" means the *Liquor Control Act 1988* and subsequent amendments.

"Management Committee" means the group of persons that has the authority to exercise the powers and functions of the Club and to manage its affairs.

"quorum" means the minimum number of members who must be present for the meeting to be legally effective.

"SGM" means Special General Meeting

"Special Resolution" has the meaning given by S24 of the Act, that is-

A resolution is a special resolution if it is passed by a majority of not less than three-fourths of the members of the association who are eligible under the rules of the association to vote and vote in person or, where by absentee votes are allowed by the rules of the association, by absentee vote, at a general meeting of which notice specifying the intention to propose the resolution as a special resolution was given in accordance with those rules.

"voting member" or "member eligible to vote" means a financial ordinary member or a life member.

"writing and written" includes printing, typing, e-mail, facsimile and any other means of producing words in a visible form.

"youth" means a person aged 18 years to 24 years on the first day of the current membership year.

"Temporary Manager" means a person appointed under s100(3) of the Liquor Act to supervise and manage the conduct of business on the licensed premises of the Club.

2.2. **Interpretation**

Words purporting the masculine gender shall include the feminine gender and words purporting the singular shall include the plural, unless the context otherwise requires it.

3. OBJECTS

3.1. The objects of the Club are:

3.1.1. To provide and promote safe boating and water based activities, including but not limited to: fishing, power boating, sailing and diving.

3.1.2. To provide water activities for the enjoyment of all members.

3.1.3. To hold, promote or participate in:

a. Competitions between Club members,

b. Competitions between other similar clubs,

c. State, national and international competitions,

d. Special interest competitions and events.

3.1.4. To encourage members to develop their skills and talents in water based activities, especially fishing, power boating, sailing and diving.

3.1.5. To promote the spirit of comradeship and mutual aid among all boating and water sports enthusiasts.

3.1.6. To promote and provide an environment for social interaction and activities for members, their families and guests.

3.1.7. To provide and maintain Club premises in Western Australia for the enjoyment of its members and their guests.

3.1.8. To promote and maintain a mutually beneficial relationship between the Club and its local community.

3.2. All property and income of the Club will be used solely in the promotion and objects of the Club and no part of that property or income shall be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of these objects.

4. POWERS OF THE CLUB

4.1. The Club shall have the power to do all things necessary or convenient for carrying out its objects and purposes in particular:

4.1.1. To amalgamate/associate with any other body or association having objects identical or similar to the objects of the Club.

4.1.2. Subject to 4.1.1, to enter into any agreement with or to amalgamate with or to associate with or to take over any assets and/or liabilities of any body, club or association.

4.1.3. To acquire, hold, deal with and dispose of any real or personal property.

4.1.4. To open and operate bank accounts.

4.1.5. To invest its money:

a. in any security in which trust monies may be invested; or

b. in any other manner authorised by the Constitution and By-laws.

4.1.6. To borrow money or secure the payment of money, upon such terms and conditions as the Club thinks fit.

4.1.7. To issue debentures, grant mortgages and impose charges as the Club thinks fit.

4.1.8. To give such security for the discharge of liabilities incurred by the Club as the Club thinks fit.

4.1.9. To appoint agents to transact any business of the Club on its behalf.

4.1.10. To enter into any contracts the Club considers necessary or desirable.

4.1.11. To erect, add to, improve, repair, pull down and rebuild Club buildings and other structures.

4.1.12. To make application and ensure continual licensing as determined by law, in all areas of the Club's activities and operations.

4.1.13. To appoint salaried staff as necessary to further its objects.

5. MEMBERSHIP QUALIFICATIONS

5.1. A person who supports the objects of the Club may apply for membership to the General Manager in writing in such form as the Management Committee from time to time directs.

5.2. Any person seeking admission as, or elevation to, an ordinary member shall be proposed and seconded by two financial members who are ordinary members or life members of the Club.

5.3. In the event of an application which does not conform to 5.2 the prospective new member shall be interviewed by the Management Committee or their nominated representative prior to acceptance.

5.4. The name of any person seeking admission as an ordinary member shall be posted on the Club notice board for seven days prior to election by the Management Committee or a committee properly constituted for the purpose, provided also that a period of not less than two weeks has passed between nomination and election.

5.5. Junior membership applications and nominations are required to be endorsed by a parent or legal guardian, to acknowledge compliance with the Club Constitution and By-Laws.

6. MEMBERSHIP CATEGORIES

6.1. ORDINARY MEMBER (O) – voting member

6.1.1. Any person aged 18 years and over on the first day of the membership year may be nominated for ordinary membership.

6.1.2. An ordinary member shall have voting rights at all member meetings and in the election of officers of the Club.

6.1.3. Ordinary members are entitled to the full privileges, rights and obligations of membership as defined in the By-Laws.

6.2. LIFE MEMBER (L) – voting member

6.2.1. Members who have rendered special services to the Club may be elected by the Management Committee as a life member.

6.2.2. The eligibility criteria and nomination and election procedure shall be determined by the Management Committee.

6.2.3. Any member may nominate any member for “life” membership.

6.2.4. A life member shall have voting rights at all member meetings and in the election of officers of the Club.

6.2.5. Life members are entitled to the full privileges, rights and obligations of membership but are exempt from paying the annual subscription fee for the duration of their membership as defined in the By-Laws.

6.3. YOUTH MEMBER (Y) – non voting member

6.3.1. Any person aged eighteen (18) to twenty four (24) years on the first day of the membership year, who would otherwise be eligible for ordinary membership but does not want the full privileges, rights and obligations of ordinary membership, may apply for youth membership.

6.3.2. A youth member shall not be entitled to vote at member meetings or in the election of officers of the Club.

6.3.3. Youth members are entitled to restricted privileges, rights and obligations of membership as defined in the By-Laws and are exempt from payment of the house support levy.

6.3.4. A youth member aged eighteen (18) to twenty four (24) may apply for elevation to ordinary membership (under 5.2) and if accepted by the Management Committee shall pay the appropriate additional fees.

6.3.5. A youth member on reaching twenty five (25) years may, at the start of next membership year, transfer to social recreation membership or apply for elevation to ordinary membership (under 5.2) and if accepted by the Management Committee, shall pay the appropriate

additional fees except that no additional nomination fee shall be payable.

6.4. SOCIAL RECREATION MEMBER (S) – non voting member

6.4.1. Any person aged 25 years and over on the first day of the membership year, who wishes to participate in Club social and water based activities and does not require the full privileges, rights and obligations of ordinary membership, may apply for social recreation membership.

6.4.2. A social recreation member shall not be entitled to vote at member meetings or in the election of officers of the Club.

6.4.3. Social recreation members are entitled to restricted privileges, rights and obligations of membership as defined in the By-laws.

6.4.4. A social recreation member may apply for elevation to ordinary membership under 5.2 and if accepted by the Management Committee shall pay the appropriate additional fees.

6.5. ASSOCIATE MEMBER (A) – non voting member

6.5.1. Any person who is the partner, as defined in the By-Laws, of a financial ordinary member, life member, youth member or social recreation member may apply for associate membership.

6.5.2. The parents or guardians of a junior member may apply for associate membership, providing the junior member is registered for and actively participates in Club organised water based activities. This membership shall be reviewed annually and shall be withdrawn if the junior member does not meet the annual participation requirement as determined by the Management Committee. This membership shall not exceed two membership years in aggregate.

6.5.3. An associate member shall not be entitled to vote at member meetings or in the election of officers of the Club.

6.5.4. Associate members shall enjoy restricted privileges, rights and obligations as defined in the By-Laws.

6.6. JUNIOR MEMBER (J) – non voting member

6.6.1. Any person aged 0 to 17 years on the first day of the membership year may apply for junior membership.

6.6.2. A junior member shall not be entitled to vote at member meetings or in the election of officers of the Club.

6.6.3. Junior members shall enjoy restricted privileges, rights and obligations as defined in the By-laws.

6.7. CORPORATE MEMBER (C)

6.7.1. A registered company or business which nominates an individual or individuals of the company or business as the Corporate Member/s

6.7.2. A Corporate Member shall not be entitled to vote at member meetings or in the election of officers of the Club.

6.7.3. Corporate Member’s shall enjoy restricted privileges, rights and obligations as defined in the By-Laws.

6.8. VISITING MEMBER (V) – non voting member

6.8.1. Any person who is a current financial member of a club with similar objects to the Club or from a club with a reciprocal agreement, may apply to be registered as a visiting member of the Club.

6.8.2. Visiting members may incur a fee for facility usage, as determined by the Management Committee from time to time

6.8.3. Visiting membership may be granted for a period not exceeding three (3) calendar months, in any twelve (12) month period, unless the period of membership is varied in writing by the Management Committee.

6.8.4. A visiting member shall not be entitled to vote at member meetings or in the election of officers of the Club.

6.8.5. Visiting members shall enjoy restricted privileges, rights and obligations as defined in the By-Laws.

6.9. TEMPORARY EVENT MEMBER (T) – non voting member

6.9.1. A person who is on any day visiting the Club (the 'host' club) as a member or an official of another club:

a. that is to engage in a pre-arranged event with the host club conducted for the purposes of one of the host club's principal objects; or

b. that is to hold a prearranged function at the host club involving the use of the host club's sporting facilities;

may, for the purposes of the Liquor Act, be taken to be a person who is accorded temporary event membership of the host club on that day in accordance with the rules approved by the Director.

6.9.2. A temporary event member shall not be entitled to vote at member meetings or in the election of officers of the Club.

6.9.3. Temporary event members shall enjoy restricted privileges, rights and obligations as defined in the By-Laws.

6.10. CREW AFFILIATE MEMBER (CA) – non voting member

6.10.1. Any person who wishes to compete in Club water based competitions, and is aged eighteen (18) or over on the first day of the current membership year, may apply for crew affiliate membership.

6.10.2. A crew affiliate member shall not be entitled to vote at member meetings or in the election of officers of the Club.

6.10.3. Crew affiliate members shall enjoy restricted privileges, rights and obligations as defined in the By-Laws.

6.11. HONORARY MEMBERS (H) – Non Voting Member

6.11.1. Any person who is a short term visitor to the Peel Region may be nominated by any Club member to become an honorary member for a period not exceeding one calendar month.

6.11.2. Honorary membership may only be granted once in any twelve month period.

6.11.3. The Management Committee shall have the power to bestow Honorary membership for any period up to twelve (12) months upon:

a. Any dignitary and partner,

b. Any Commodore/President/office holder and partner of any like club,

c. Any regular member of the Australian Defence Force.

6.11.4. An honorary member shall not be entitled to vote at member meetings or in the election of officers of the Club.

6.11.5. Honorary members shall enjoy restricted privileges, rights and obligations as defined in the By-Laws.

7. MEMBERSHIP OBLIGATIONS, RIGHTS & PRIVILEGES

7.1. Each person admitted to membership shall be bound by the Constitution, By-Laws, rules, policies and procedures of the Club, as from time to time amended.

7.2. Each person admitted to membership shall be liable for the payment of fees, levies and charges, applicable to their membership category, as determined from time to time.

7.3. All fees, levies and charges shall be paid in accordance with the provisions of the Constitution and By-Laws.

7.4. Each person admitted to membership shall be entitled to the rights, privileges and obligations of membership according to the category of membership to which admitted, as set out in the By-Laws.

7.5. Voting members shall be financial ordinary members and life members of the Club.

8. REGISTER OF MEMBERS

8.1. The General Manager shall keep an up to date register of members in respect of each category of membership.

8.2. Having regard to the Act, confidentiality considerations and privacy laws, an extract of the register shall be available for inspection by members, upon reasonable request.

9. TERMINATION OF MEMBERSHIP

9.1. Membership of the Club may be terminated upon:

9.1.1. notice of resignation, in writing, to the General Manager; or

9.1.2. non-payment by a member of his or her fees, levies and charges in accordance with the provisions of the Constitution and By-Laws; or

9.1.3. expulsion of a member by the Management Committee in accordance with the By-Laws; or

9.1.4. death; or

9.1.5. committing an act detrimental to the Club

9.2 A member being struck from the Register of Members shall remain liable to pay any amounts due and payable by the member at the date of the member's termination of membership.

9.3 Any member who has their member ship suspended or has their membership terminated by expulsion under clause 9.1.3 shall have the right of appeal to a

Special General Meeting of members called for the purpose and the decision of the Special General Meeting shall be final.

9.4 Any member whose fees, levies and charges remain unpaid on the first day of the membership year to which the fees, levies and charges apply will:

9.4.1 be deemed as un-financial;

9.4.2 lose all voting rights;

9.4.3 be ineligible to serve on the Management Committee

9.4.4 lose the proceeds of any ongoing Club promotions;

9.4.5 lose access to and use of the club facilities

9.5 If after two calendar months from the first day of the membership year, and due notice as determined by the Management Committee, fees, levies or charges remain unpaid the membership will be terminated unless:

9.5.1 leave of absence has been granted; or

9.5.2 in the event of hardship, or any other reason, an extension of time has been granted by the General Manager.

9.6 Receipt of monies prior to termination of membership under 9.3 will restore membership rights except, the reinstatement of any proceeds lost in accordance with 9.4.4. during the un-financial period.

9.7 Any person whose membership has been terminated under 9.3, who seeks re-admission to Club membership shall be required to pay the fees, levies and charges as scheduled, unless the Management Committee rules otherwise.

10 GRIEVANCES, DISPUTES AND COMPLAINTS

10.1 Grievances, disputes, and complaints shall be managed in accordance with the By-Laws.

11 OFFICERS

11.1 The elected officers of the Club are the Commodore, Vice Commodore, Rear Commodore for each activity section, the Treasurer and the General Members of the Management Committee

11.2 The Commodore, Vice Commodore and Rear Commodores are flag officers.

11.3 Ex-officio officers are the patron(s), immediate Past Commodore and the General Manager.

11.4 Ex-officio officers shall enjoy the privileges and perform the duties as specified in the Constitution and By-Laws.

11.5 The General Manager shall keep an up-to-date record of office holders which shall be made available to members to inspect.

12 MANAGEMENT COMMITTEE

12.1 The Management Committee is responsible for the compliance of the Club, the Constitution and By-Laws with relevant laws of the State of Western Australia and the Commonwealth of Australia.

12.2 The Management Committee is responsible for the promotion and protection of the interests of the Club through formulation of policies, strategies, governance and management structures.

12.3 The Management Committee shall comprise twelve (12) members who are the:

12.3.1 Commodore

12.3.2 Vice Commodore

12.3.3 Treasurer

12.3.4 Rear Commodore Marina

12.3.5 Rear Commodore Power

12.3.6 Rear Commodore Fishing

12.3.7 Rear Commodore Sailing

12.3.8 Rear Commodore Dinghy

12.3.9 Four (4) General Members

12.4 Each member of the Management Committee shall have responsibility for the management of their designated or allocated portfolio.

12.5 The General Manager shall attend the Management Committee meetings ex-officio as Secretary and advisor.

13 ELIGIBILITY & ELECTION FOR MANAGEMENT COMMITTEE

13.1 The Commodore shall be elected from and by the current Management Committee as Commodore Elect not less than 45 days before the next AGM for ratification at that AGM.

13.2 In the event that the members fail to ratify the Commodore Elect the position of Commodore shall be declared a casual vacancy to be filled by the Management Committee at its first meeting after the AGM in accordance with clause 13.1.

13.3 Should the Management Committee fail to nominate a Commodore Elect the position of Commodore shall be declared a casual vacancy to be filled by the Management Committee at its first meeting following the AGM in accordance with clause 13.1.

13.4 Should the Management Committee be unable to fill the position of Commodore as provided in clauses 13.1, 13.2 or 13.3 the Management Committee shall appoint a member eligible to vote to the position of Commodore.

13.5 Nominees for Vice Commodore must have served as a member of the Management Committee for a minimum of one (1) term under 14.1 in the previous three (3) years.

13.6 Candidates for the Management Committee shall be current ordinary or life members of the Club.

13.7 No candidate for Management Committee shall have any fees or monies outstanding at the date of the AGM or their nomination will be invalid.

13.8 The General Manager shall call for nominations for officers and Management Committee members at least 60 days prior to the AGM at which the elections shall take place.

13.9 All candidates for positions on the Management Committee, with the exception of the Commodore, must be nominated by two (2) members who are eligible to vote on the prescribed form which shall be returned to the General Manager no later than 45 days prior to the date of the AGM.

13.10 If the number of persons nominated in accordance with 13.6 for election to the Management Committee does not exceed the number of vacancies to be filled:

13.10.1 the General Manager, or nominated officer, shall report accordingly to the AGM concerned; and

13.10.2 the chairperson shall declare those persons to be duly elected as members of the Management Committee.

13.11 If no nomination for a vacant position is received by the due date, then a nomination may be requested from the floor at the AGM by the chairperson.

13.11.1 If such nominations from the floor do not exceed the number of vacancies the chairperson must declare those persons to be duly elected as members of Management Committee.

13.11.2 Where the number of nominations from the floor exceeds the remaining number of vacancies on the Management Committee, elections for those positions must be conducted.

13.12 Members of the Management Committee, other than the Commodore elected in accordance with 13.1 and the members elected unopposed in accordance with 13.7 and 13.8.1, shall be elected by members eligible to vote at the AGM in accordance with 24.4.

13.13 No member shall hold more than one Management Committee position at any one time.

14 TERM OF OFFICE

14.1 The term of office of any Management Committee member is;

14.1.1 one year from the conclusion of the AGM at which he is elected through to the conclusion of the next AGM,

14.1.2 the date of their removal from the Management Committee in accordance with 15.1 or,

14.1.3 if appointed to fill a casual vacancy, to the next AGM.

14.2 A retiring member shall be eligible for re-election subject to 14.3 and 14.4.

14.3 The Commodore and Vice Commodore may serve, subject to re-election, a maximum of three (3) consecutive terms.

14.4 The maximum number of consecutive terms in the same office as Treasurer, or a Rear Commodore or General Committee Member is five (5).

15 REMOVAL OF A MANAGEMENT COMMITTEE MEMBER

15.1 A member of the Management Committee shall lose their position for any of the following:

15.1.1 being absent from three (3) consecutive Management Committee meetings without the permission of the Management Committee; or

15.1.2 being absent from three (3) Management Committee meetings during the same term of office without permission of the Management Committee; or

15.1.3 being un-financial under 9.2; or

15.1.4 terminating membership under 9.1.

16 MANAGEMENT COMMITTEE MEETING PROCEEDINGS

16.1 Management Committee meetings shall be held at least twelve (12) times per year. The time between each meeting shall not exceed 45 days. The time and date shall be at the discretion of the Commodore.

16.2 Accidental omission to send or delay in sending any notice or non-receipt of any notice will not invalidate any meeting, nomination, resolution or election.

16.3 A quorum of Management Committee shall be seven (7) voting members.

16.4 The Commodore shall chair the meetings of the Management Committee unless the Commodore requests, and the Management Committee approves, another member of the Management Committee to chair the meeting.

16.5 If the Commodore is unable to attend any meeting of the Management Committee the Vice Commodore shall chair that meeting unless the Vice Commodore requests, and the Management Committee approves, another member of the Management Committee to chair the meeting.

16.6 If both the Commodore and Vice Commodore are absent from a meeting, the Management Committee shall elect one of its own to chair the meeting.

16.7 Each member of the Management Committee in 12.3 shall have one deliberative vote.

16.8 Unless the question relates to a proposed change to the By-Laws, a question arising at the Management Committee meeting shall be decided by a simple majority of votes.

16.9 In the event of a tied vote, the question shall be decided in the negative.

16.10 When a motion has been included in the agenda for a Management Committee meeting, an absentee vote may be lodged in writing with the General Manager by a member intending to be absent from the meeting. At the time of the meeting, and in the absence of the member providing the absentee vote, the absentee vote shall be recorded as such in the minutes of the meeting.

16.11 Any Management Committee member having any direct or indirect pecuniary interest in a contract, or proposed contract, made by or in the contemplation of the Management Committee, shall:

16.11.1 as soon as he becomes aware of that interest, disclose the nature and extent of his interest to the Management Committee; and

16.11.2 not take part in any deliberations or decision of the Management Committee with respect to that contract; and

16.11.3 leave the meeting while the item is discussed and voted upon.

16.12 Every disclosure made in accordance with 16.11 by a member of the Management Committee shall be recorded in the minutes of the meeting at which it is made.

16.13 The General Manager shall keep approved minutes of the Management Committee meetings which shall be made available to members to inspect.

17 POWERS OF THE MANAGEMENT COMMITTEE

17.1 The Management Committee shall, in addition to all other powers conferred by this Constitution, have the power from time to time:

17.1.1 To determine fees and subscriptions payable by members, provided that the annual subscription fee for ordinary members shall not be increased by more than 10% year on year without the approval of the members at the next AGM or a SGM called for that purpose.

17.1.2 To determine such levies, fines and charges as deemed necessary and advisable and to enforce payment thereof, provided that the house support levy shall not be increased by more than 10% year on year without the approval of the members at the next AGM or a SGM called for that purpose.

17.1.3 To create new categories of membership subject only to approval by the Regulatory Authorities. Such new categories shall not diminish the rights of existing membership categories.

17.1.4 To make, amend and rescind By-Laws, rules, policies and procedures of the Club.

17.1.5 To fill any casual vacancy on the Management Committee with any eligible member until the next AGM.

17.1.6 To do all things and acts as from time to time necessary, to ensure the continual licensing as determined by law, in all areas of the Club's activities and operations.

17.1.7 To pay any servant of the Club any gratuity for services rendered, and to grant any honorarium as it sees fit.

17.1.8 To appoint a suitably qualified person to be the General Manager on the recommendation of the Executive Committee.

17.1.9 To appoint one or more patrons of the Club, for approval at the AGM.

18 COMMITTEES

18.1 The Management Committee may delegate, in writing, to a committee or sub-committee, consisting of such member or members of the Club as the Management Committee thinks fit, the exercise of such functions of the Management Committee as are specified in the delegation other than**:**

18.1.1 the power of delegation; and

18.1.2 a function which is a duty imposed on the Management Committee by the Act or any other law.

18.2 Any delegation under 18.1 may be subject to such conditions and limitations as to the exercise of that function or as to time and circumstances as are specified in the written delegation and the Management Committee may continue to exercise any function delegated.

18.3 The Management Committee may, in writing, revoke wholly or in part any delegation under 18.1.

18.4 The Management Committee shall establish such standing governance, executive and administrative committees as detailed in the By-Laws.

18.5 The Executive Committee shall comprise the Commodore (chair), Vice Commodore, Treasurer and General Manager. Its purpose is to monitor, advise and assist the General Manager with regard to operational matters and to act as a communications conduit between the Management Committee and the General Manager.

18.6 The Management Committee shall establish a Finance Committee as per the By-Laws.

18.7 The standing committees shall amongst other things represent the core activity sections of the Club.

18.8 The Management Committee may also establish ad hoc sub-committees for specific purposes.

18.9 Each committee and sub-committee shall have its own charter or terms of reference, approved by the Management Committee, setting out its responsibilities, membership, meeting frequency and reporting obligations to the Management Committee.

18.10 The existence of committees and sub-committees does not diminish the responsibilities of the Management Committee.

19 AUDITOR

19.1 The Management Committee shall nominate a firm of accountants as auditor, for approval at the AGM.

19.2 Should the nominated auditor not be approved by the members in AGM the Management Committee shall appoint an auditor at its first meeting following the AGM.

19.3 An auditor appointed under clause 19.2 shall not be subject to ratification by the members.

19.4 An audit of the clubs financial transactions and procedures shall be conducted by the auditor in accordance with general accepted professional auditing practice and in accordance with the scope of work agreed between the auditor and the Management Committee.

19.5 An audit shall be conducted at least annually.

19.6 The auditor shall prepare an Auditor's Report at the end of each financial year documenting its opinion as to the financial affairs of the club.

19.7 The Auditors Report shall be presented in written form to the members at the AGM as part of the Audited Financial Report.

20 GENERAL MANAGER

20.1 The General Manager shall report to the Executive Committee and be accountable to the Management Committee.

20.2 In addition to the duties specified in this Constitution and set out in the contract of employment, the General Manager shall be responsible for the day to day management of the Club's premises, property, trading activities and administration of the Club.

20.3 The General Manager has the authority to engage and dismiss staff.

21 HALF YEARLY MEMBERS MEETING

21.1 A half yearly members meeting shall be held no later than seven (7) months after the AGM for the purpose of informing the members of the Club's progress and activities and for the purpose of introducing speakers on any subject relating to the objects of the Club.

21.2 The General Manager shall give at least twenty eight (28) days' notice in writing of the date of the half yearly members meeting to all members.

21.3 No quorum is required.

21.4 No votes shall take place.

21.5 All financial members may attend.

21.6 Minutes shall be kept and made available to members.

22 GENERAL MEETINGS

22.1 All general meetings of the Club shall be held on Club premises.

22.2 All financial members may attend general meetings.

22.3 No visitor shall be permitted to attend any general meeting without the sanction of the chairperson of the meeting being first obtained.

22.4 The General Manager, or a nominated officer, shall take minutes of all proceedings of all general meetings.

22.5 The chairperson must ensure that the minutes taken of a general meeting are checked and signed as correct by the chairperson of the general meeting to which those minutes relate or by the chairperson of the next general meeting, as the case requires.

22.6 Minutes shall be made available for members to inspect.

23 ANNUAL GENERAL MEETING ('AGM')

23.1 The AGM of the Club shall be held within four (4) months of the end of the Club's financial year.

23.2 Preliminary notice of the AGM shall be publicised in writing no less than sixty (60) days prior to the meeting date.

23.3 The preliminary notice of the AGM shall include a request for Notices of Motion and for Nominations for Office, the procedures for such Notices or Nominations and the final date for the lodgement of those Notices and Nominations.

23.4 The General Manager shall give at least twenty eight (28) days notice of the date of the AGM to all members in writing and advise:

23.4.1 Time and place

23.4.2 Agenda

23.4.3 Nominations of candidates for election

23.4.4 Notices of Motion

23.5 The quorum at the AGM shall be fifty (50) voting members. If at the end of thirty (30) minutes after the time appointed there be no quorum, the meeting

will stand adjourned for one week. If at such further meeting there is no quorum, those members present shall constitute a quorum.

23.6 The business of the meeting shall be to:

23.6.1 receive and approve the annual report;

23.6.2 receive and approve the audited financial report;

23.6.3 ratify as Commodore the Commodore elect;

23.6.4 elect new officers and Management Committee members;

23.6.5 approve any increase in subscription fees or charges that require member endorsement under this Constitution;

23.6.6 approve the Management Committee's appointment of an auditor;

23.6.7 approve the Management Committee's appointment of a patron or patrons;

23.6.8 approve the Management Committee's nomination for life membership, if appropriate;

23.6.9 consider any notices of motion lodged in accordance with the requirements of the Constitution;

23.6.10 consider any other business that may be considered appropriate by the chairperson.

24 SPECIAL GENERAL MEETING ('SGM')

24.1 A SGM may be called by:

24.1.1 the Management Committee; or

24.1.2 a written requisition signed by at least fifty (50) members eligible to vote stating the business to be discussed. A minimum deposit of five hundred dollars ($500.00), to defray costs, shall be lodged with the requisition. The deposit may be refunded at the discretion of the Management Committee.

24.2 The General Manager shall give at least twenty eight (28) days notice, in writing to all members, stating clearly the business for which the Special General Meeting has been called.

24.3 No other business shall be dealt with at this meeting.

24.4 The quorum shall be fifty (50) voting members.

25 VOTING AT AGM & SGM

25.1 Each voting member is entitled to one vote, either in person or, if not present, by absentee on the prescribed form.

25.2 The chairperson may call for scrutineers at an AGM or SGM.

25.3 Voting on general business shall be by a show of hands.

25.4 Voting on election of officers and Management Committee members shall be by secret ballot, which may be conducted in person, or by post or internet, where a vote is required.

25.5 Voting on an item of general business may be by ballot if demanded by a simple majority of members present and eligible to vote.

25.6 All results of voting or ballot at any general meeting is by simple majority, unless a Special Resolution to alter, repeal or add to the Constitution or to dissolve or wind up the Club is required.

25.7 A tied vote on a motion shall be declared in the negative.

25.8 Absentee voting shall be allowed.

26 ABSENTEE VOTING AGM & SGM

26.1 Members eligible to vote who are unable to attend a meeting may apply to the General Manager to lodge an absentee vote in regard to Notices of Motion and the election of Officers.

26.2 The application for an absentee vote shall be in writing and lodged with the General Manager not later than 1000 hours on the last working day prior to the date of the meeting.

26.3 Upon satisfying himself that the applicant is a financial member eligible to vote the General Manager shall authorise the issuing of a set of voting papers by post, electronically or by collection from the Club office.

26.1 All voting papers shall be numbered and include the name and membership number of the applicant member and this information shall be recorded in the Absentee Voting Register.

26.2 The voting paper shall be returned to the General Manager or his nominee.

26.3 In the instance of a voting paper being returned electronically, it shall be in the designated electronic mail box no later than 1600 hours on the last working day prior to the meeting.

26.4 In the instance of a voting paper being returned by post, it shall be in the Clubs post office box for collection on the morning of the last working day prior to the meeting.

26.5 In the instance that the voting paper is returned by hand, it shall be received at the Club office no later than 16:00 hours on the last working day prior to the meeting.

26.6 Prior to the meeting the General Manager or his nominee shall confirm the numbered voting papers to the Absentee Voting Register and then hand them to the Returning Officer.

26.7 The Returning Officer shall check the names on the absentee voting papers to the meeting register and either admit the vote or, in the event that the member casting an absentee vote is in attendance at the meeting, disqualify the vote.

26.8 An absentee vote will be invalid if it is not on the official voting paper or has been altered in any way or is not signed by the voting member or has not been received prior to the times.

27 VOTING AT MANAGEMENT COMMITTEE MEETINGS

27.1 Absentee/Proxy votes may be lodged by a Management Committee member in writing as defined in the definitions with the General Manager no later than one hour before the nominated meeting commencement time.

27.2 The vote may be a direct vote on an agenda item or the vote may be allocated to another member of the committee by the absent member to be exercised on behalf of the absent member.

27.3 The Commodore or the meeting Chair Person shall make a determination as to the validity of the vote and if satisfied admit the vote.

27.4 All absentee/proxy votes exercised at the meeting shall be recorded as such in the minutes relating to the matters on which they were exercised.

28 FINANCE

28.1 All funds of the Club shall be deposited into the designated Club accounts, at such bank or recognised financial institution as the Management Committee may determine.

28.2 A statement showing the financial position of the Club shall be tabled at each Management Committee meeting by the Treasurer.

28.3 Statements of profit and loss, and assets and liabilities shall be submitted to the AGM. The Auditors Report shall also be presented with the Financial Report.

28.4 The financial year of the Club shall commence on the first day of July each year.

28.5 The accounts, books and all financial records of the Club shall be audited each year.

28.6 The authorised signatories of the Club shall be drawn from;

28.6.1 Commodore

28.6.2 Vice Commodore

28.6.3 Treasurer

28.6.4 General Manager

28.6.5 Accounts officer or nominated staff member

28.6.6 Three (3) nominated Management Committee members.

28.7 Two signatories as determined by the Management Committee shall be required to authorise financial transactions.

28.8 The seniority of the signatories shall be appropriate to the level of the transaction as detailed in the relevant club policy.

28.9 A record of all payments made by the club shall be presented to the Management Committee for endorsement.

29 COMMON SEAL

29.1 The common seal of the Club shall be fixed to such deeds, instruments and documents as needed to be under seal by order of the Management Committee and in the presence of two (2) seal holders and the General Manager.

29.2 The Management Committee shall appoint three (3) financial ordinary members or life members, one who will be the Commodore of the day, as seal holders to use the seal of the Club and such appointment shall continue

until the resignation or cancellation by the Management Committee, or ceasing to be a member of the Club.

29.3 The common seal is a rubber stamp with red ink pad, kept in safe keeping by the General Manager.

30 LIQUOR LICENSING REQUIREMENTS

Pursuant to selected sections of The Liquor Act

30.1 No liquor shall be sold from, or supplied for consumption other than on, the Club licensed premises, unless such liquor is removed from the licensed premises of the Club by, or on the instructions of, the member purchasing the same.

30.2 No payment or part payment to the treasurer or General Manager, or other Officer or servant of the Club, shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.

30.3 No liquor shall be sold or supplied to any juvenile (i.e. any person under the age of 18).

30.4 The Club shall only be open for the sale of liquor during such hours (within the hours permitted under the Liquor Act) as the Management Committee shall, from time to time, determine.

30.5 No liquor shall be sold or disposed of on Christmas Day, Good Friday or before noon on Anzac Day, except as permitted under the provisions of The Liquor Act.

30.6 No stranger shall be permitted to use the Club premises and no member or other person shall admit any stranger to use the Club premises.

30.7 The Club shall nominate a person as the Approved Manager pursuant to the provisions of section 100 of The Liquor Act.

30.8 Where the Approved Manager is absent for periods in excess of those specified in section 100 of The Liquor Act, the Club shall appoint a Temporary Manager.

31 GUESTS

31.1 Members may introduce guests to the Club at any time provided that:

31.1.1 A member may not introduce more than five (5) guests to the Club premises at any one time.

31.1.2 A guest shall not be supplied with liquor in the Club premises except on the invitation and in the company of the member.

31.1.3 A guest shall be supplied with liquor to be consumed on the Club premises only.

31.1.4 The member introducing the guest shall be responsible for the proper conduct of the guest whilst on Club premises.

31.1.5 Any person who has been refused membership of the Club, or who shall be under suspension or expulsion from the Club, shall not be admitted as a guest by any member of the Club.

31.1.6 Any member, entitled to do so by membership category, may hold private and business functions without limit to number of guests provided that the sale of liquor shall be:

31.1.6.1 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

31.1.6.2 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.

32 ALTERATIONS TO THE CONSTITUTION AND BY-LAWS

32.1 Alteration, repeal or addition to the Constitution shall not be made except by a Special Resolution at an AGM or a SGM called for that purpose. The following conditions will apply:

32.1.1 Written notice of motion to alter, repeal or add to the Constitution by Special Resolution, by individual members, must be in the hands of the General Manager no later than 45 days prior to the AGM or SGM at which it is to be put.

32.1.2 Each notice of motion for Special Resolution must be signed by a proposer and seconder who are both financial members and eligible to vote.

32.1.3 All members eligible to vote must be notified of any notice of motion for Special Resolution at least 28 days prior to the meeting.

32.1.4 A Special Resolution to Alter, Repeal or Add to the Constitution shall be passed only by the affirmative vote of a minimum of seventy five percent (75%) of members eligible to vote and who vote in person or by absentee.

32.1.5 Within one month, or such further time as may be permitted by the regulatory authority, of the passing of a Special Resolution altering the Constitution, the General Manager shall:

32.1.5.1.1 provide to the Department of Racing, Gaming and Liquor certified particulars of the Special Resolution; and

32.1.5.1.2 lodge with the Department of Commerce certified particulars of the Special Resolution.

32.1.6 No effect will be given to the change without prior approval of and lodgement with both the regulatory authorities in 32.1.4.

32.2 Alterations to the By-Laws can only be made at Management Committee meetings. The following conditions apply:

32.2.1 By-Laws are valid for a minimum period of twelve (12) months after the Management Committee meeting at which they are voted upon before they may be altered or repealed unless they are unable to satisfy obligations as determined by law, in which case they shall be amended at the next Management Committee meeting.

32.2.2 Two (2) financial members may apply in writing, to the Management Committee, for an alteration to be considered.

32.2.3 The General Manager shall give each Management Committee member fourteen (14) days notice of the proposed alteration.

32.2.4 A motion Alter, Repeal or Add to the By-laws shall be passed only by the affirmative vote of a minimum of seventy five percent (75%) of the elected members of the Management Committee voting in person or by absentee.

32.2.5 Alterations to the By-laws shall be advised to the members at the first General Meeting of members held following the change and in the Club's periodical magazine. Additional notice to members will be in accordance with the By-law relevant to this matter.

32.2.6 No effect will be given to the change without prior approval of and lodgement with both the regulatory authorities in 32.1.4.

32.3 An up-to-date copy of the Constitution and By-Laws of the Club shall be made available to members to inspect at the Club and on the Club's official internet web site.

33 DISSOLUTION

33.1 If on the winding up of the Club after a Special General Meeting called for that purpose, any property of the Club remaining after satisfaction of the debts and liabilities of the Club and the costs, charges and expenses of that winding up, that property shall be distributed:

33.1.1 to another incorporated association having objects similar to those of the Club; or

33.1.2 for charitable purposes.

33.2 Which incorporated association or charitable purposes as the case requires, shall be determined by resolution of the members.

33.3 The voluntary winding up of the Club requires a Special Resolution notified for that purpose.

34 PREVIOUS ARTICLES

34.1 All previous articles of Constitution are repealed.

34.2 All previous acts and appointments legal and valid under previous articles of Constitution shall be subject to this Constitution and remain legal and valid.