



# **ARTICLES OF CONSTITUTION**

**(Rules of the Club)**

**As Adopted by Special Resolution at the Annual General Meeting**

**held on 25<sup>th</sup> June 2023**

2 Val Street, ROCKINGHAM WA 6168

PO Box 5185 ROCKINGHAM WA 6168

Phone: 9527-5468

Email: [admin@tcyc.com.au](mailto:admin@tcyc.com.au)

Web Site: <http://www.tcyc.com.au>

**Contents**

Contents.....	2
1 Name of Association .....	3
2 Objects .....	3
3 Not for Profit.....	3
4 Definitions.....	3
5 General Provisions .....	5
6 Membership.....	5
7 Membership Application .....	7
8 Member’s Rights.....	9
9 Register of Members .....	10
10 Cessation of Membership .....	10
11 Subscriptions.....	11
12 General Meetings – Annual General Meeting.....	12
13 General Meetings – Special General Meeting .....	12
14 General Provisions for General Meetings.....	13
15 Committee of Management .....	14
16 Election of the Committee.....	15
17 Powers of the Committee.....	16
18 Committee Meetings .....	18
19 Committee Vacancies .....	20
20 Committee Responsibilities .....	21
21 Commodore .....	23
22 Administration .....	23
23 Finances .....	24
24 Club Manager.....	25
25 Patrons.....	25
26 Sub-Committees .....	25
27 Executing Documents .....	26
28 Liquor Act.....	26
29 Member Discipline.....	26
30 Resolving Disputes .....	29
31 Alteration and Rescinding of These Rules .....	30
32 Dissolution of the Club.....	31

## 1 Name of Association

- 1.1 The name of the Association shall be The Cruising Yacht Club of Western Australia.

## 2 Objects

- 2.1 The principal objects are to establish, maintain and conduct a club for sailing, boating and other aquatic recreation and to support the recreational, social, sporting, cultural and community dimensions of that interest. These objects include the provision of facilities for the pursuit of literary, scientific, athletic, and professional and any other lawful purpose that provides benefits and enjoyment for the members of the Club.
- 2.2 The encouragement of the provisions of facilities for those engaged in the racing of sailing boats in ocean, offshore and closed water events.
- 2.3 The holding and arrangement of matches, races, regattas and competitions in yachting and other sports, pastimes and games and the offering and granting of contributions towards the provision of prizes, awards, and distinctions.
- 2.4 The encouragement of amateur yacht sailing and building.
- 2.5 The encouragement of the study of yacht sailing, seamanship, pilotage and navigation and the improvement in design of cruising and racing yachts.
- 2.6 The promotion of social activities between members of the Club, their family members, their friends and the provision of accommodation with all the usual privileges and advantages of a Club for the purposes aforesaid.
- 2.7 To provide and maintain a clubhouse and sporting amenities for the use of the members.
- 2.8 Affiliation with other kindred clubs.
- 2.9 To foster community partnerships by providing a hub for well-being, interaction and engagement.
- 2.10 To advocate for, promote and support the ongoing development of the Rockingham and broader community through sport, recreation and leisure.

## 3 Not for Profit

- 3.1 The property and income of the Club shall be applied solely towards the promotion of the objects of the Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of those objects.

## 4 Definitions

- 4.1 In reading these rules, the context or such otherwise indicates or requires, the following definitions apply:

**Absent** A member who is not present at a meeting and having offered no apology or been granted leave of absence.

**Act** the Associations Incorporation Act 2015, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.

<b>Apology</b>	Notification either written or verbal, either communicated directly or through another member of Committee, to the effect that a member is unable to attend the current meeting
<b>Books of the Association</b>	Members Register, the Record of Office Holders and the Club Constitution
<b>By-Laws</b>	the codes of rules made and adopted by the Club in accordance with Section 17.2.13
<b>Club</b>	The Cruising Yacht Club of Western Australia
<b>Chairperson</b>	In relation to the proceedings at a Committee meeting or general meeting, the person presiding at the Committee meeting or general meetings in accordance with Clauses 13 and 16
<b>Club Premises</b>	All land, building and structures thereon of which the Club is the bona fide occupier.
<b>Commissioner</b>	The person for the time being designated as the Commissioner under of the Act
<b>Committee (COM)</b>	The Committee of Management for the Club, duly elected for the time being in accordance with these Rules
<b>Convene</b>	To call together for a formal meeting
<b>Financial Member</b>	Any Member participating in an Annual Subscription and Fee Payment Plan as referred to in the By-laws
<b>Financial Records</b>	Includes: invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers; documents of prime entry; working papers and other documents needed to explain the methods by which financial statements are prepared; and adjustments to be made in preparing financial statements
<b>Financial Report</b>	Has the meaning given in Part 5 of the Act
<b>Financial Statements</b>	The financial statements in relation to the Club required under Part 5 of the Act
<b>Flag Officer</b>	The officers identified in Clause 15.1.1
<b>General Meeting</b>	A General meeting of the Club whether Annual or Special to which all members are entitled to receive notice of and attend
<b>Leave of Absence</b>	Permission given by the Committee allowing a Committee Member to be absent from subsequent meeting(s)
<b>Liquor Act</b>	The Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this

	Act, and shall form part of these Rules
<b>Full Resolution</b>	Resolution passed by the members by a simple majority as per these rules
<b>Poll</b>	Voting conducted in written form (as opposed to a show of hands)
<b>Special Resolution</b>	A resolution passed by the members at a General Meeting in accordance with Section 51 of the Act
<b>Trustee</b>	A member appointed to act as Trustee to the Club
<b>Vessel</b>	Shall include any boat or yacht whether propelled by sail or power or both <ul style="list-style-type: none"><li>▪ Where it is necessary to distinguish between types of boats or yacht, a prefix such as sailing or power may be used as appropriate</li></ul>

## 5 General Provisions

- 5.1 These rules shall be the rules of the Club and shall be binding on members.
- 5.2 The interpretation of these rules and any by-laws of the Club shall, unless set aside by a general meeting called for that purpose, be in the sole determination of the Committee whose decision shall be binding on all members.
- 5.3 No member shall be entitled to take any legal action against the Club other than a claim for goods sold and delivered and services rendered except where it is available under law.
- 5.3.1 Members wishing to appeal any disciplinary proceedings must do so under Section 29 of these rules.
- 5.4 Member dispute resolution will only be dealt with as per Section 30 of these rules.

## 6 Membership

### 6.1 Voting Membership of the Club

- 6.1.1 Member categories below shall have voting rights; are subject to current subscription levels; and shall be entitled to exercise all the rights and privileges of the club, subject to limitations on that entitlement determined by the committee under clause 17.2.13.
- 6.1.2 **Full Member** – persons who have attained eighteen (18) years of age shall be eligible to apply for Full membership.
- 6.1.3 **Life Member** – persons who have attained eighteen (18) years of age; have at least ten (10) years continuous membership; and rendered meritorious service to the Club as detailed in the by-laws may be elected as a Life Member by the members.
- (i) Life Members shall be exempt from subscriptions but shall pay any levies and capitation fees.
- 6.1.4 **Country (Full) Member** – persons who have attained eighteen (18) years of

age and whose place of residence is more than 100km radius from the Club premises shall be eligible to apply for Country membership.

6.1.5 **Senior (Full) Member** – persons who have attained the current retirement age in Australia or is a bona fide age, disability, support or service pensioner shall be eligible to apply for Senior Full membership.

6.1.6 **Youth (Full) Member** – persons who have attained eighteen (18) years of age but are not yet twenty-five (25) years of age shall be eligible to apply for Youth Full membership.

6.1.7 **Corporate (Full) Member** – restricted to one person of senior management, organisations conducting business in Rockingham and its surrounds that contribute to the Club through business, sponsorship or donations may be granted Corporate (Full) Membership status by the Committee.

(i) Corporate (Full) membership will be restricted at any one time to a level deemed appropriate by the Committee.

6.1.8 **Restricted (Full) Member** - restricted to one person of senior position in an organisation that utilises the facilities of the club that contributes fees and charges of that facility as approved by the committee.

### 6.2 Non-Voting Membership of the Club

6.2.1 Member categories below shall not have voting rights; are subject to current subscription levels; and shall be entitled to exercise all the rights and privileges of the club, subject to limitations on that entitlement determined by the committee under clause 17.2.13.

6.2.2 **Social/Crew Member** – persons who have attained eighteen (18) years of age shall be eligible to apply for Social/Crew membership.

6.2.3 **Senior Social/Crew Member** – persons who have attained the current retirement age in Australia or is a bona fide age, disability, support or service pensioner shall be eligible to apply for Senior Social/Crew membership.

6.2.4 **Youth Social/Crew Member** – persons who have attained eighteen (18) years of age but are not yet twenty-five (25) years of age shall be eligible to apply for Youth Social/Crew membership.

6.2.5 **Associate Member** – persons who have attained eighteen (18) years of age and are the spouse/partner or surviving spouse/partner of a member shall be eligible to apply for Associate membership.

6.2.6 **Junior Member** – persons who have not yet attained the age of eighteen (18) years at the commencement of the membership year shall be eligible to apply for Junior membership.

(i) Junior members shall not have authority to invite guests to the Club unless otherwise approved in writing by the Committee.

6.2.7 **Honorary Member** – membership may be granted by the Committee to Club Patrons, Vice Patrons, Sponsors, Office Holders, key personnel from other sailing clubs and associations and club employees.

6.2.8 **Corporate Umbrella Member** – Any person who has an interest in an organisation with Corporate (Full) membership may apply for up to five (5)

Corporate Umbrella memberships.

(i) Corporate Umbrella membership will be restricted at any one time to a level deemed appropriate by the Committee.

6.2.9 **Restricted Member** – Any person who wishes to participate in limited activities at the club may apply for Restricted membership.

(i) Membership will be approved on a case-by-case basis and applicable conditions applied by the committee.

6.2.10 **Introductory Member** – any person who has attained eighteen (18) years of age, who has not been a member of the Club in the previous twelve (12) month period shall be eligible to apply for Introductory membership.

(i) Introductory membership shall be for a period of no more than twenty-eight (28) days.

(ii) Introductory members shall not be authorised to use the sporting facilities nor purchase discounted clubs event tickets unless approved in writing by the Committee.

6.2.11 **Family Member** – subject to approval by the Committee, any family group consisting of at least one (1) adult of another member category and a minimum of two (2) Junior members shall be eligible to receive a discount under Family membership.

6.2.12 **Temporary Member** – a person who is on any day visiting the Club as a member or an official of another club or team, or a person assisting a member or an official of another club or team to:

(i) Engage in a pre-arranged event with the Club as per the Club's objects; or

(ii) Hold a pre-arranged function at the Club involving the use of the Club's sporting facilities.

1. Temporary Members shall not be entitled to be present at any meeting of the members of the Club, nor have voting rights or any right, title or interest in or to any of the property of the Club.

6.3 Temporary and Honorary membership would be subject to withdrawal by any Club official, including bar persons, acting on the best interests of the Club.

## 7 Membership Application

7.1 All applications shall be signed by the applicant.

7.2 Subscriptions and any nomination fee shall be made at the time of application.

7.3 Any person desiring to become a member other than Introductory or Temporary member of the Club shall apply on the form provided for the purpose from time to time by the Club:

7.3.1 When the application form and all subscriptions have been received by the Manager, the person shall be a provisional member of the Club and exercise all of the privileges of a member excluding voting rights until such time as the next Committee meeting.

7.3.2 The applicant's name and nominee/s names will be posted on the Club noticeboard from the time of application until the next Committee meeting.

- (i) Any member may place before the Committee an objection to a proposed member in accordance with the following procedure:
    - 1. An objection must be in writing and supported by written reasons.
    - 2. The Committee must consider all objections received in accordance with Clause 7.3.2(i) at the next available Committee Meeting; and
    - 3. Notification of the Committee's resolution of the objection must be supplied to the member opposing the membership within 10 days of the resolution being made.
- 7.3.3 At the next Committee meeting, the applicant will then be accepted or denied membership.
- 7.3.4 If membership is denied, all subscriptions shall be refunded.
- 7.4 Any person desiring to become an Introductory Member may make application to the Club as an Introductory Member, and if accepted, shall pay the prescribed subscription and shall be entitled to use of the Club facilities for a period of no longer than twenty-eight (28) days.
  - 7.4.1 When the application form and all subscriptions have been received by the Manager, the person shall be a provisional member of the Club and exercise all the privileges of a member excluding voting rights until such time as the next Committee meeting.
  - 7.4.2 At the next Committee meeting, the applicant will then be accepted or denied membership.
  - 7.4.3 If membership is denied, all subscriptions shall be refunded.
  - 7.4.4 At the end of the period of their membership an Introductory member who wishes to continue their membership shall apply for membership as per Section 7.3.
- 7.5 Transfer of Membership:
  - 7.5.1 Any member wishing to transfer to a different membership category shall apply in writing on the form provided for the purpose from time to time by the Club.
    - (i) The membership application will then be considered by the Committee as per Section 7.3.
  - 7.5.2 Any Junior Member on attaining the age of eighteen (18) years of age shall on application to the Committee be transferred to the appropriate Club membership.
    - (i) No nomination fee shall apply.
  - 7.5.3 Any Youth Member on attaining the age of twenty-five (25) years of age shall on application to the Committee be transferred to the appropriate Club membership.
    - (i) No nomination fee shall apply.
- 7.6 No person shall be entitled to exercise any of the privileges of a member until they have paid all subscriptions due by them.
- 7.7 The Committee shall have the right to refuse to admit any person to membership



without assigning any reason for doing so.

7.7.1 Applicants whose membership has been rejected shall not be eligible to reapply for membership for a period of twelve (12) months from the time of application.

7.7.2 Applicants whose membership has been rejected shall not attend the Club as a guest of any member for a period of twelve (12) months from application.

7.8 On the acceptance of each applicant, the Manager shall notify the same to them, and they shall be enrolled as a Member of the Club and become entitled to the privileges and be bound by its rules and by all consequences resulting from breach or non-performance thereof and shall thereby absolve every person concerned in carrying out enforcing such rules from all personal responsibility or legal liability on such account.

7.9 **Life Member** – A financial voting member may propose another member for Life Membership to the Committee in writing giving reasons as per the criteria contained in the by-laws that Life Membership should be granted.

7.9.1 A General Meeting may, upon a simple majority vote, confer Life Membership on a member who has rendered special and outstanding services to the Club.

7.9.2 There shall be no more than two (2) such Life Members elected in one financial year.

## 8 Member's Rights

8.1 The rights and privileges of every member shall be personal and shall not be in any manner transferable by their own act or through any other person on their behalf or by operation of law.

8.2 Voting rights for each membership category are as detailed in Section 6.

8.3 Employees – Members who are employees of the Club are entitled to all the rights and privileges of membership excluding those rights concerned with the selection, election and holding of office with the Club.

8.4 All members, upon commencement of membership, will be directed to obtain a copy of the Club Constitution from the Club's website.

8.5 Upon acceptance to membership, all members agree to be bound by the Club Code of Conduct as detailed in the by-laws.

8.6 Guests – all members except Junior members shall be at liberty to invite guests to the Club, but the number of guests shall not exceed the maximum number as contained in the Liquor Act.

8.6.1 A member shall be at liberty to invite an unlimited number of guests where the sale of liquor is ancillary to a meal supplied at the Club by or on behalf of the Club to a member and to each of the guests of that member being guests of whose attendance was given prior notice to the Club as per the Liquor Act.

8.6.2 A guest may attend the Club a maximum of five (5) times per annum before they must apply for membership.

8.7 Functions – all members except Junior members are entitled to host functions on the

Club premises after written application for said function has been considered and approved by the Manager.

8.7.1 The member may hold the function without limit to the number of guests, providing that the sale of liquor shall be to the member, for consumption by the guests of that member at the function, as per the Liquor Act.

8.7.2 The Manager will furnish the applicant with a written copy of the Terms of Hire and Club rules relating to functions after the application has been approved and any additional conditions and restrictions it shall see fit.

8.8 Upon request, a member can inspect the Books of the Association at such time and place as is mutually convenient to the Club and the Member.

### **9 Register of Members**

9.1 The Club shall keep an up-to-date register of members in respect of all members except Temporary members.

9.1.1 Residential, postal or email address; or information by means of which contact can be made with the member, can be nominated for the Register of Members.

9.1.2 For the purposes of the Liquor Act, a register of member names and category of membership must be continually available for inspection at the Club premises by authorised officers as defined under the Liquor Act.

9.2 A Member must contact the Manager to request to inspect the Register of Members.

9.3 The Member may make a copy of details from the Register of Members but has no right to remove the Register for that purpose.

9.4 A Member may make a request in writing for a copy of the Register of Members.

9.5 The Club may charge a reasonable fee to the Member for providing a copy of the Register of Members, the amount to be determined by the Committee from time to time.

9.6 A Member must not use or disclose the information on the Register of Members:

9.6.1 To gain access to information that a member has deliberately denied them (that is, in the case of social, family or legal differences or disputes);

9.6.2 To contact, send material to the Club or a Member for the purpose of advertising for political, religious, charitable or commercial purposes, or

9.6.3 For any other purpose unless the use of the information is approved by the Committee and for a purpose:

(i) That is directly connected with the affairs of the Club; or

(ii) Related to the provision of the information to the Commissioner in accordance with a requirement of the Act.

9.7 The Committee shall require a Member who requests a copy of the Register of Members to provide a statutory declaration setting out the purpose of the request and declaring that the purpose relates to the affairs of the Club.

### **10 Cessation of Membership**

10.1 A person ceases to be a member when any of the following take's place:

- 10.1.1 For a member who is an individual, the individual dies.
- 10.1.2 For a person whose title represents a corporate member, the body corporate is wound up.
- 10.1.3 The person resigns from the Club.
- 10.1.4 The person is expelled from the Club under Section 29.
- 10.1.5 The person ceases to be a member under Section 11.6.
  - (i) Any person whose membership ceases under Clause 10.1.5 shall not be eligible to reapply for membership for a period of twelve (12) months from the time of cessation.
- 10.2 The Manager will keep a record on file of the date on which the person ceased to be a member and the reason why the person ceased to be a member.
- 10.3 A member may resign from membership of the Club by giving written notice of the resignation to the Manager:
  - 10.3.1 The resignation takes effect when the Manager receives the notice; or if a later time is stated in the notice, at that later time.
  - 10.3.2 A person who has resigned from membership of the Club remains liable for any fees that are owed to the Club (the owed amount) at the time of resignation.
  - 10.3.3 The owed amount may be recovered by the Club in a court of competent jurisdiction as a debt due to the Club.

### **11 Subscriptions**

- 11.1 The annual subscription and any nomination fee of the Club shall be set by majority vote of the Committee prior to the commencement of the financial year.
  - 11.1.1 The Committee may determine discounted rates for membership from time to time.
- 11.2 Notice of the subscriptions and any nomination fee shall be notified to the members via the nominated contact on the register of members no later than 28<sup>th</sup> February of the current financial year.
- 11.3 All subscriptions are due from the first day of April and are payable in advance on or before the first day of April in the current financial year.
  - 11.3.1 Any member who, through absence; illness; financial difficulties; unemployment; physical disability or other distressful circumstances is unable to pay their full subscription but desires to retain participation with the Club may apply in writing to the Committee to relieve them of part of their liability, but not to make their total liability less than one third of the applicable subscription. The Committee will have discretion as to whether to accept the application and if accepted, any amount payable.
- 11.4 Any Junior or Youth member who attains the maximum age of their membership category will not be required to pay any increase in subscription until the following financial year in which they have attained the maximum age.
- 11.5 Any member who does not notify the Manager in writing before the end of the Club financial year of their withdrawal from the Club shall be liable for the subscription for

the current Club financial year.

- 11.6 Subject to Clause 11.3.1 any member whose subscription is in arrears after **1<sup>st</sup> day of June** in each year shall cease to be a member.

## **12 General Meetings – Annual General Meeting**

- 12.1 The Annual General Meeting of members shall be held every calendar year within six (6) months after the end of the Club's financial year, with the Committee to determine the date, time and place.

- 12.2 Twenty-five (25) financial voting members shall constitute a quorum.

12.2.1 In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for an Annual Meeting, said meeting will automatically adjourn to re-convene at the same time seven (7) days later shall proceed with or without a quorum.

- 12.3 All Notices of Motion for consideration at the Annual Meeting must be handed to the Manager in writing by 5pm no less than **twenty-eight (28) days** prior to the date set for said meeting.

- 12.4 Notice of the meeting (including date, time and location) and agenda items, including wording of any Notices of Motion and Notices of Special Resolution, must be posted on the Club notice board for **twenty-one (21) days** before the date of the meeting for all members to read.

12.4.1 Members who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion and Notices of Special Resolutions.

12.4.2 The order of business at the Annual Meeting shall be as follows:

- (i) Reading notice of meeting.
- (ii) Apologies.
- (iii) Reading minutes of the last Annual Meeting and any other General Meeting not yet confirmed and confirming or amending same.
- (iv) Business arising from minutes.
- (v) Presenting Financial Statements, discussion and adoption or otherwise.
- (vi) Committee Reports.
- (vii) Notification of Patron and Vice-Patrons.
- (viii) Election of Committee.
- (ix) Special Business of which Notice of Motion has been given.

## **13 General Meetings – Special General Meeting**

- 13.1 The Committee may at any time call a Special General Meeting.

13.1.1 Twenty-five (25) financial voting members shall form a quorum.

13.1.2 In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for an Annual Meeting, said meeting will automatically adjourn to re-convene at the same time **seven (7)**

**days** later shall proceed with or without a quorum.

- 13.2 A Special General Meeting shall also be called by the Committee on a requisition signed by no less than fifteen percent (15%) of financial voting members, stating in detail the purpose of the meeting.
- 13.2.1 If the Committee does not convene a Special General Meeting within thirty (30) days of the date of the requisition being received, any signatory of the requisition shall have the power to convene the meeting as per 13.3.
- (i) When a special general meeting is convened under Clause 13.2.1 the Club must pay the reasonable expenses of convening and holding the special general meeting.
- 13.2.2 Fifteen percent (15%) of financial voting members shall form a quorum.
- 13.2.3 In the case of insufficient members to form a quorum being present after thirty (30) minutes following the advertised start time, the meeting shall automatically lapse.
- 13.3 Notice of the meeting (including date, time and location) and agenda items, including wording of any Notices of Motion and Notices of Special Resolution, must be posted on the Club notice board for twenty-one (21) days before the date of the meeting for all members to read.
- 13.3.1 Members who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion and Notices of Special Resolutions.
- 13.4 Only business of which notice shall have been given as above, or in accordance with these rules, shall be transacted at a Special General Meeting.

#### **14 General Provisions for General Meetings**

- 14.1 All members of the Club are entitled to receive notice of and attend general meetings.
- 14.2 The Chair of the meeting shall be the Commodore or if not available a person nominated and elected by the members present.
- 14.3 Only financial members with voting rights, as per these rules, will be permitted to vote on matters at a General Meeting.
- 14.3.1 All votes shall be cast by eligible voting persons present at the General Meeting, including those persons considered present for the purposes of Section 14.1.
- (i) Each financial member with voting rights present shall have one deliberative vote only.
- (ii) Proxy votes shall not be permitted.
- (iii) Financial voting members who are unable to attend the meeting may apply to the Manager to lodge an absentee vote.
1. An application for an absentee vote shall be in writing, include an apology for the meeting and lodged with the Manager not later than **seven (7) days** prior to the date of the meeting.

2. Upon being satisfied that the applicant is a financial member eligible to vote the Manager shall authorise the issuing of a set of voting papers by post, electronically or by collection at the club office.
  3. All absentee voting papers shall be numbered, initialled by the Manager and include the name and membership number of the applicant member and this information shall be recorded in the absentee voting register.
  4. An absentee voting paper being returned electronically, shall be in the designated electronic mailbox no later than **two (2) working days** prior to the meeting.
  5. An absentee voting paper returned by hand shall be received at the Club office **two (2) working days** prior to the meeting.
  6. An absentee voting paper being returned by post shall be in the Club's post office box for collection **two (2) working days** prior to the meeting.
  7. An absentee vote will be invalid and not counted if it is not on the official voting paper, has been altered in any way or is not signed by the voting member.
- 14.4 At any general meeting unless a poll is requested by at least three (3) members with voting rights, a declaration by the Chair that a resolution has been carried or lost, and an entry to that effect in the minutes of the Club shall be sufficient evidence of the decision.
- 14.5 The Chairperson shall have a deliberative and casting vote and shall decide all questions of order unless otherwise provided by these rules.

## **15 Committee of Management**

- 15.1 The management of the Club shall be vested in the Committee of Management consisting of the following elected positions for a term of one (1) year:
- 15.1.1 Flag Officers:
    - (i) Commodore
    - (ii) Vice-Commodore
    - (iii) Rear Commodore Sail
    - (iv) Rear Commodore Power
    - (v) Rear Commodore Juniors
    - (vi) Executive Officer
  - 15.1.2 Treasurer
  - 15.1.3 Secretary
  - 15.1.4 Eight (8) General Committee persons
    - (i) A maximum of two (2) Social/Crew; Senior Social/Crew; and Youth Social/Crew Members may be appointed by the Committee as a casual vacancy under Section 19.
- 15.2 Committee member terms commence at the conclusion of the Annual General Meeting at which the election was held and end at the conclusion of the following

Annual General Meeting.

- 15.3 The Retiring Commodore shall be an ex-officio member of the Committee until the following Annual General Meeting.

## 16 Election of the Committee

- 16.1 The Manager shall post the Committee member positions becoming vacant on the Club Noticeboard not less than **twenty-one (21) days** before the Annual Meeting.

- 16.2 Nominations for positions on the Committee must be in writing signed by the nominee and seconder and must be in the hands of the Manager by 5pm not less than **fourteen (14) days** before the Annual General Meeting.

- 16.3 Only financial members with voting rights who are not ineligible as per Section 20 or under suspension from the club may submit nominations for a position on the Committee.

16.3.1 All nominees for Flag Officers shall be the owner or part owner of a vessel on the Club Register.

- (i) A Flag Officer who ceases to be the owner or part owner of a vessel on the Club Register during a term of office shall continue in their position for the remainder of the term of office.

16.3.2 Subject to Clause 16.3.3, retiring Committee Members are eligible to renominate for the position they have vacated.

16.3.3 Subject to Clause 16.3.3(i), Flag Officers are not eligible for re-election for the same position if they have held that position for three (3) consecutive full terms immediately prior to the current election.

- (i) Where nominations for a Flag Officer position are taken from the floor under Section 16.16, Clause 16.3.3 shall not apply.

- 16.4 The nominations shall be exhibited on the notice board or electronically posted at least **seven (7) days** prior to the said meeting.

- 16.5 If the number of nominations received exceeds the number of vacancies to be filled the Manager shall prepare a ballot containing the names of the candidates for each vacancy on the Committee.

16.5.1 The order of the candidates on the ballot papers shall be determined by the Manager drawing the names of the candidates from a ballot box in the presence of at least one member of the Committee.

- 16.6 Financial voting members who are unable to attend the meeting may apply to the Manager to lodge an absentee vote as per Clause 14.3.1(iii)

- 16.7 All other votes shall be by ballot at the Annual General Meeting in the presence of the Returning Officer and two scrutineers elected by the members present at such meeting.

16.7.1 Each financial voting member present at the Annual General Meeting shall be given a ballot form and will indicate their decision by marking the name(s) of the candidate(s) whom they wish to vote for, leaving the same number of name(s) as there are vacancies for the position being voted on.

16.7.2 Informal ballot papers will be invalid.

- 16.8 Elections are held in the following order:
- 16.8.1 Commodore
  - 16.8.2 Vice-Commodore
  - 16.8.3 Rear Commodore Sail
  - 16.8.4 Rear Commodore Power
  - 16.8.5 Rear Commodore Juniors
  - 16.8.6 Executive Officer
  - 16.8.7 Treasurer
  - 16.8.8 Secretary
  - 16.8.9 General Committee
- 16.9 Where a member has nominated for more than one position on the committee and they are elected to a position, their additional nominations shall be withdrawn.
- 16.10 Individual elections shall be held for each of the following positions Commodore, Vice-Commodore, Rear Commodore Sail, Rear Commodore Power, Rear Commodore Juniors, Executive Officer, Treasurer and Secretary.
- 16.11 A single election shall be held for all elected General Committee positions.
- 16.12 If two or more candidates receive the same number of votes, the Chairperson shall have the casting vote to determine the successful candidate/s.
- 16.13 Nominees are permitted to vote for themselves.
- 16.14 In the case where no more than the required number of Committee Members shall be nominated, those so nominated shall be declared elected.
- 16.15 If at the declaration of the election there shall remain vacant positions on the Committee, nominations for the unfilled positions shall be taken from the floor of the Annual General Meeting.
- 16.15.1 Persons nominating must be present at the meeting and consent to their nomination.
  - 16.15.2 Any such nomination shall be moved and seconded by separate members with voting rights.
  - 16.15.3 Where more than one nomination is received for a vacant position, the election shall be by ballot with all votes cast at the Annual General Meeting.
- 16.16 If there shall remain insufficient nominations to fill the whole of the vacancies, those declared elected shall have power to fill the vacancies as a casual vacancy.

### **17 Powers of the Committee**

- 17.1 The business of the Club shall be managed by the Committee who may exercise all powers of the Club, except those required to be exercised by the Club at a General Meeting.
- 17.2 Without prejudice to the powers conferred by the last preceding rule, the Committee shall have power to do the following things:
- 17.2.1 To purchase or otherwise acquire any books, newsletters or periodicals and



dispose of them as it may see fit.

- 17.2.2 To determine from time to time the conditions on which and time when, members may use the property of the Club or any part or parts thereof, and when and under what conditions the premises of the Club or any part or parts thereof, shall be used by members.
- 17.2.3 To determine what person, if any, not being members of the Club shall be permitted to use the premises of the Club or any part or parts thereof and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodation.
- 17.2.4 To appoint any officials or servants of the Club and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to paid positions shall be engaged under a contract, award or classification of work in the Registered and Licensed Clubs Award (2020) and its amendments.
- 17.2.5 To delegate, subject to such conditions as it thinks fit any of its powers to sub committees consisting of such members of the Committee and other members of the Club co-opted for the purpose as it may determine and to make such regulations as to the proceedings of such sub committees as may be thought desirable.
- 17.2.6 To regulate and control their own meeting and the transaction of business.
- 17.2.7 To reimburse expenses of any servant of the Club for faithful and diligent service as deemed fit.
- 17.2.8 In accordance with these rules, to discipline any member.
- 17.2.9 To enter into or accept any lease or tenancy of the premises where on the Club shall conduct its affairs or of any furniture, goods and effects, which may be required for the use of the Club on such terms and on such conditions as the Club, may deem expedient.
- 17.2.10 To take and defend all legal proceedings by or on behalf of the Club and to appoint all necessary Attorneys for any such purpose.
- 17.2.11 Subject to Clause 17.2.11(i), to borrow, raise or secure the payment of money, and to sell and dispose of the assets of the Club up to \$25,000.
  - (i) Any security against 2 Val Street, Rockingham clubhouse property shall require the recommendation of the Committee and then approval of the membership at a general meeting.
- 17.2.12 To make, alter and repeal by-laws not inconsistent with these rules regulating the use and management of the Club premises, the admission of members and the conduct of the Club and its affairs generally.
  - (i) All amendments to the by-laws shall be communicated to the members at the following Annual General Meeting.
- 17.2.13 To determine and vary rights and privileges of the Club premises.
  - (i) Where rights and privileges are specifically stated in these rules, those rights and privileges may only be varied as necessary to accommodate

tournaments, competitions or adverse conditions or works on the club premises.

- 17.2.14 Appoint Trustee(s) for a maximum of twelve (12) months per term to administer the business of the Club should the Committee not be able to carry out its duties and responsibilities.
- 17.2.15 Apply for, obtain and/or renew a club license under the Liquor Act.
- 17.2.16 To do and perform any other act, matters and things in connection with or relative to the management of the Club as shall not by these rules require to be done by the Club in General Meetings.
- 17.2.17 To appoint such number of delegates to sporting bodies and associations with which the Club may from time to time be affiliated as may be required by the rules thereof and such delegates shall hold office in accordance with the rules of such sporting bodies and associations respectively.
- 17.2.18 Every member of the Committee shall be indemnified against any loss, expenses or liability incurred by reason of any act or deed performed by them in good faith on behalf of the Committee and the Committee may use the funds of the Club for any such purpose required, together with any reasonable expense's incidental to Committee activities.

### 18 Committee Meetings

- 18.1 The Committee shall meet at least once in every calendar month, on the dates and at the times and places determined by the committee.
  - 18.1.1 The date, time and place of the first Committee Meeting must be determined by the committee members as soon as practicable after the Annual General Meeting at which the committee members are elected.
  - 18.1.2 Notice of each Committee Meeting must be given to each committee member at least forty-eight (48) hours before the time of the meeting stating the date, time and place of the meeting and must describe the general nature of the business to be conducted at the meeting.
  - 18.1.3 The only business that may be conducted at the meeting is the business described in the notice except in the case of urgent business where committee members at the meeting unanimously agree to treat that business as urgent.
  - 18.1.4 The procedure to be followed at a Committee Meeting must be determined from time to time by the committee.
  - 18.1.5 The order of business at a Committee Meeting may be determined by the committee members at the meeting.
  - 18.1.6 Special meetings may be called by the Commodore or on the request of three members of the Committee.
- 18.2 The quorum at all Committee meetings shall be six (6) Committee members.
  - 18.2.1 In the absence of a quorum at a Committee meeting, the most senior member present shall adjourn the meeting for not more than **seven (7) days** from the date of the said meeting.
- 18.3 Committee Meetings shall take place where the Committee Members are physically

present together.

- 18.4 At Committee meetings the Chair shall be taken by the most senior member present, as detailed below.
- 18.4.1 Commodore.
  - 18.4.2 Vice Commodore.
  - 18.4.3 Rear Commodore Sail.
  - 18.4.4 Rear Commodore Power.
  - 18.4.5 Rear Commodore Juniors.
  - 18.4.6 Executive Officer
  - 18.4.7 Treasurer
  - 18.4.8 Secretary
  - 18.4.9 The remaining Committee members by surname, in alphabetical order.
- 18.5 The Committee can determine the distribution of Committee Meetings minutes to members, as detailed in the by-laws.
- 18.5.1 Where minutes are distributed to a member, all private and confidential information pertaining to another member shall be redacted.
  - 18.5.2 Minutes of Disciplinary Hearings as held under Section 29 shall not be distributed to any member.
- 18.6 The Manager shall attend all Committee meetings and shall have the right to comment without invitation, be provided with copies of any agenda, minutes of meetings or documents presented to such meetings, but shall not have any right to vote on any matter.
- 18.7 All resolutions of the Committee shall be decided by a majority vote of all those present.
- 18.7.1 Each Committee member present shall have one (1) deliberative vote only.
  - 18.7.2 The Committee may pass a resolution outside of a committee meeting if:
    - (i) Identical copies of a document are circulated to each Committee Member detailing:
      - 1. Motion
      - 2. Mover
      - 3. Seconder
    - (ii) The document shall be circulated:
      - 1. By email to address on Register of Members; or
      - 2. In person
    - (iii) All Committee Members shall:
      - 1. Return circulated document through email or in person, indicating acceptance or rejection of the motion; or

2. Reply to email, quoting the motion and indicating acceptance or rejection of the motion.
  - (iv) Taken together, all signed copies of the document will constitute the same document.
  - (v) The resolution shall be decided by a majority vote after all Committee Members have voted under Section 18.7.2(iii).
- 18.7.3 In the case of equality of votes, the Chairperson shall have the casting vote in addition to their deliberative vote.
- 18.8 The minutes of each Committee meeting shall be recorded by the Secretary or their nominee and shall be recorded in accordance with the rules of the Club.
- 18.9 Unless otherwise approved by the Chairperson, their designate or any other person specified by the Committee, all outgoing correspondence must be tabled at the Committee meeting prior to its release.
- 18.10 The Commodore or in their absence, the Vice Commodore, shall be authorised to speak on behalf of the Club.
- 18.11 Any act performed by the Committee, a Sub-Committee or a person acting as a Committee Member is deemed to be valid even if the act was performed when:
- 18.11.1 There was a defect in the appointment of a Committee Member, Sub-Committee or person holding a subsidiary office; or
  - 18.11.2 A Committee Member was disqualified from being a Committee Member as per Clause 20.10 or 20.11 as a result of bankruptcy or conviction of a relevant criminal offence.

## 19 Committee Vacancies

- 19.1 A casual vacancy occurs in the office of a Committee Member and that office becomes vacant if the Committee Member:
- 19.1.1 Dies.
  - 19.1.2 Ceases to be a member.
  - 19.1.3 Becomes disqualified from holding a position under Clause 20.10 or 20.11 as a result of bankruptcy or conviction of a relevant criminal offence.
  - 19.1.4 Becomes permanently incapacitated by mental or physical ill-health.
  - 19.1.5 Resigns from office under Clause 19.6.1.
  - 19.1.6 Is absent from more than:
    - (i) Three consecutive Committee Meetings without giving notice to the Committee of their absence with a valid reason; or
    - (ii) Three Committee Meetings in a twelve (12) month period without tendering an apology to the person presiding at each of those Committee Meetings.
  - 19.1.7 Has been suspended or expelled from the Club under Section 29.
- 19.2 Is removed from office under by resolution at a General Meeting of the Club if a majority of the Members present and with voting rights at the meeting vote in favour

of the removal.

19.2.1 The Committee Member who faces removal from the Committee must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state their case as to why the Member should not be removed from their position on the Committee.

19.2.2 If all Committee Members are removed by resolution at a General Meeting, the Members must, at the same General Meeting, elect an interim Committee.

19.2.3 The interim Committee must, within two months, convene a General Meeting of the Club for the purpose of electing a new Committee.

19.3 Any vacancy occurring in the Committee as per Section 19 may be filled at a meeting of the Committee when a member may be elected to fill such a vacancy until the next election provided the member elected at such Committee meeting shall hold office in the place of, and **upon the same terms and conditions as their predecessor**, had the latter continued in the office.

19.3.1 No member of the Committee shall be held to have resigned their seat until their resignation, in writing, has been accepted by the Committee.

19.3.2 A casual vacancy of Commodore shall be filled by the Committee from a Member of the Committee.

19.3.3 A casual vacancy of Vice Commodore shall be filled by the Committee from a Member of the Committee.

19.4 If vacancies in the Committee result in the number of Committee Members being less than the number fixed under Section 18.2, the continuing Committee Members may act to only:

19.4.1 increase the number of Members on the Committee to the number required for a quorum; or

19.4.2 convene a General Meeting of the Club

## 20 Committee Responsibilities

20.1 The Committee must take all reasonable steps to ensure the Club complies with its obligations under the Act and these Rules.

20.2 A Committee Member must exercise their powers and discharge their duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.

20.3 A Committee Member must exercise their powers and discharge their duties in good faith in the best interests of the Club and for a proper purpose.

20.4 A Committee Member or former Committee Member must not improperly use information obtained because they are a Committee Member to:

20.4.1 Gain an advantage for themselves or another person; or

20.4.2 Cause detriment to the Club.

20.5 A Committee Member or former Committee member must not improperly use their position to:

- 20.5.1 Gain an advantage for themselves or another person; or
- 20.5.2 Cause detriment to the Club.
- 20.6 A Committee Member having any material personal interest, financial or non-financial, in a matter being considered at a Committee Meeting must:
  - 20.6.1 As soon as they become aware of that interest, disclose the nature and extent of their interest to the Committee.
  - 20.6.2 Disclose the nature and extent of the interest at the next General Meeting of the Club; and
  - 20.6.3 Not be present while the matter is being considered at the Committee Meeting or vote on the matter.
- 20.7 Section 20.6 does not apply in respect of a material personal interest that:
  - 20.7.1 Exists only because the Committee Member belongs to a class of persons for whose benefit the Club is established; or
  - 20.7.2 The Committee Member has in common with all, or a substantial proportion of, the members of the Club.
- 20.8 The Secretary must record every disclosure made by a Committee Member under Section 20.6 in the minutes of the Committee Meeting at which the disclosure is made.
- 20.9 No Committee Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of the Club unless the person is authorised by the Committee to do so and such authority is recorded in the minutes of the Committee Meeting.
- 20.10 No person shall be eligible to hold a position on the Committee if the person is, according to the Interpretation Act section 13D, a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.
- 20.11 No person shall be eligible to hold a position on the Committee if the person has been convicted of, or imprisoned in the previous five years for:
  - 20.11.1 an indictable offence in relation to the promotion, formation or management of a body corporate.
  - 20.11.2 an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
  - 20.11.3 an offence under Part 4 Division 3 or section 127 of the Act.unless the person has obtained the consent of the Commissioner.
- 20.12 All Committee Members shall maintain the privacy and confidentiality of meeting proceedings and matters relating to the strategic governance and management of the Club.
- 20.13 All Committee Members shall abide by the Committee Member Code of Conduct as contained in the by-laws.
- 20.14 As soon as is practicable after a person has ceased to be a member of the Committee of the Club, all relevant documents, records as may be defined in the by-laws and security items (including passwords and keys) must be delivered to a Committee

Member of the Club.

## **21 Commodore**

21.1 The Commodore or other such person as authorised by the Committee:

21.1.1 Must consult with the Secretary regarding the business to be conducted at each Committee Meeting and each General Meeting; and

21.1.2 May convene special meetings of the Committee under Section 18; and

21.1.3 May preside over Committee Meetings under Section 18; and

21.1.4 May preside over General Meetings under Sections 12 and 13; and

21.1.5 Must ensure that the minutes of a General Meeting or Committee Meeting are reviewed and signed as correct.

(i) In the case where the Commodore was absent from the meeting then the Vice Commodore shall sign or another Committee Member in attendance at that meeting.

## **22 Administration**

22.1 The Secretary or other such person as authorised by the Committee must.

22.1.1 Co-ordinate the correspondence of the Club.

22.1.2 Consult with the Chairperson about all business to be conducted at meetings and convene General Meetings and Committee Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting.

22.1.3 Keep and maintain in an up-to-date condition the rules of the Club and any by-laws of the Club.

22.1.4 Maintain the register of the Members including the email, street, postal address or information by means of which contact can be made of each member.

22.1.5 Update the register within 28 days of new members, members resigning, members suspended/expelled and in the latter case, include date in which member ceases and reasons for cessation of membership.

22.1.6 Maintain the record of office holders of the Club.

(i) Committee members may nominate a business address, post office box address or email address to be used in the record in place of their personal address.

22.1.7 Ensure the Annual Information Statement is submitted.

22.1.8 Ensure the safe custody of the Books and any securities, with the exception of the Accounting Records, of the Club.

22.1.9 Take and keep full and correct minutes of Committee Meetings for approval at the next Committee meeting, which will then be stored and distributed as per the by-laws.

22.1.10 Take and keep full and correct minutes of General Meetings, which will be distributed to all members within thirty (30) days of the General Meeting via the club noticeboard and will be tabled for adoption at the next General Meeting; and

22.1.11 Perform any other duties as are imposed by these Rules or the Club on the Secretary role.

## **23 Finances**

- 23.1 The Club financial year shall be from the first of April each year, until the following 31<sup>st</sup> of March.
- 23.2 The Treasurer or other such person as authorised by the Committee must:
- 23.2.1 Ensure all moneys payable to the Club are collected, and that receipts are issued for those moneys in the name of the Club.
  - 23.2.2 Ensure the payment of all moneys referred to in Section 22(b)(i) into the account or accounts of the Club as the Committee may from time to time direct.
  - 23.2.3 Ensure timely payments from the funds of the Club with the authority of a General Meeting or of the Committee, with all cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Club signed by either:
    - (i) 2 committee members; or
    - (ii) one committee member and a person authorised by the committee.
  - 23.2.4 Ensure that the Club complies with the account keeping requirements in Part 5 of the Act.
  - 23.2.5 Ensure the safe custody of the Financial Records of the Club and any other relevant records of the Club.
  - 23.2.6 Coordinate the preparation of the financial statements or financial report, as imposed on the Club under Part 5 of the Act, prior to their submission to the annual general meeting of the Club.
  - 23.2.7 Assist the reviewer or auditor (if any) in performing their functions; and
  - 23.2.8 Perform any other duties as are imposed by these Rules or the Club on the Treasurer role.
- 23.3 If the Club engages a reviewer or auditor, they shall be independent to the Club.
- 23.3.1 Appointments of any reviewer or auditor shall be as per Part 5 of the Act.
- 23.4 Correct accounts and books shall be kept showing the financial affairs of the Club and the particulars usually shown in books of accounts of a like nature.
- 23.5 The Clubhouse and other Club facilities is to be provided and maintained from the joint funds of the Club and no person shall be entitled under these rules to derive any benefit or advantage from the Club which is not shared equally by every member thereof.
- 23.6 Clause 23.5 does not prevent:
- 23.6.1 The payment in good faith of remuneration to any officer, employee or Member in return for any services actually rendered to the Club or for goods supplied in the full and usual course of business.
  - 23.6.2 The payment of interest at a rate not exceeding the prevailing market rate published by the Reserve Bank of Australia as the "Cash Rate Target" from



time to time on money borrowed from any Member.

- 23.6.3 The payment of reasonable and proper rent by the Club to a Member for premises leased by the Member to the Club, or
- 23.6.4 The reimbursement of expenses incurred by any Member or any Committee Member on behalf of the Club.
- 23.6.5 The reimbursement of a Committee Member's travelling and other expenses as properly incurred.
  - (i) In attending Committee Meetings or Sub-Committee meetings.
  - (ii) In attending any General Meetings of the Club; and
  - (iii) In connection with the Club's business.
- 23.6.6 The payment of an honorarium to Committee Members as determined by members by special resolution at an Annual or Special General meeting.

## **24 Club Manager**

- 24.1 It will be the duty of the Club Manager to:
  - 24.1.1 Exercise the day-to-day management of the Club premises and property, and leased areas, and to control the staff employed by the Club.
  - 24.1.2 Be in attendance, with speaking but not voting rights, at all general meetings and Committee meetings.
  - 24.1.3 Act as the Club's Returning Officer
  - 24.1.4 Ensure that all liquor licensing requirements and regulations are observed and that any documentation and renewal of registration and licenses required for any Club activity complies with the relevant government authorities and legislation.
  - 24.1.5 Ensure the Club is open for the sale of liquor during such hours as the Committee shall from time to time determine and as permitted under the Liquor Act.
  - 24.1.6 These duties are in addition to such duties as the Committee specifies and those duties contained in the By-laws of the Club.

## **25 Patrons**

- 25.1 A Patron and maximum of six (6) Vice Patrons shall be appointed by the Committee and notified at the Annual General Meeting.
  - 25.1.1 The Patron and Vice Patrons shall be persons chosen to represent and support the Club from the conclusion of each Annual Meeting to the conclusion of the following Annual Meeting.

## **26 Sub-Committees**

- 26.1 The Committee may delegate in writing any of its delegable powers to Sub-Committees consisting of such Members as it thinks fit.
  - 26.1.1 All members of a Sub-Committee shall be bound by Section 20.
  - 26.1.2 Any delegation under Clause 26.1 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 Committee may continue to exercise any function delegated.

26.1.3 The Committee may, in writing, revoke wholly or in part any delegation under Clause 26.1.

26.2 Any such Sub-Committee must report to and be responsible to the Committee.

26.3 No act of any Sub-Committee shall be binding on the Committee or Club until ratified by the Committee.

26.4 The Chair must be an existing member of the Committee.

26.5 The Commodore of the Committee must be an ex-officio member.

## **27 Executing Documents**

27.1 The Club shall not have a Common Seal.

27.2 The Club may execute a document if the document is signed by:

27.2.1 Any two of Commodore, Vice Commodore or Treasurer; or

27.2.2 One Committee Member and a person authorised by the Committee.

## **28 Liquor Act**

28.1 The Club will maintain a club license under the Liquor Act.

28.2 The Club shall ensure an Approved Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Act.

28.3 The Club shall be open for sale of liquor during such hours as the Committee shall from time to time determine and as permitted under the Liquor Act and Club licence documentation.

28.4 No liquor shall be sold or supplied to any juvenile.

28.5 The Club may allow visitors onto the premises, as per the requirements of the Liquor Act.

28.5.1 Visitors shall not be entitled to be present at any meeting of the members of the Club, nor have any right, title or interest in or to any of the property of the Club.

28.5.2 Visitors will be subject to withdrawal of service and requested to vacate the premises by any Club official, including bar persons, acting on the best interests of the Club.

28.5.3 An up-to-date register of visitors must be continually available for inspection at the Club premises by authorised officers.

28.6 No liquor shall be sold or supplied for consumption other than on the Club's premises, unless the member purchasing it removes such liquor from the premises of the Club.

28.7 The Club may seek an Extended Trading Permit – Associations to add local Associations as users of the Club facility to hold their functions.

## **29 Member Discipline**

## The Rules of the Association of The Cruising Yacht Club of Western Australia

---

- 29.1 The Committee shall have the power to reprimand, suspend or expel any member of the Club.
- 29.2 Any complaints relating to a member must be in writing and must be lodged with the Committee within three (3) months of the date of the incident.
- (i) The Commodore, Committee or Approved Manager in receiving a complaint from the Approved Manager or Approved Bar Staff, of a member's behaviour which is considered a serious breach of the Liquor Act or unacceptable member behaviour or where police involvement is required, may suspend a member for a period until disciplinary action under Section 29 can be taken.
- 29.3 The Committee shall apply the power to reprimand, suspend or expel any member of the Club who:
- 29.4 Fail in the observance or commit any breach of any rule of the Club, members Code of Conduct, or any by-law of the Club or of any order or direction of the Committee or of any General Meeting; and/or
- 29.5 In the sole judgement of the Committee have been guilty in or out of the Club's premises of any act, conducted matter or thing calculated to bring discredit on the Club or its members, or to impair or affect the enjoyment of the Club by other members.
- 29.6 The Committee may appoint a Tribunal to hear the matter or the matter themselves.
- 29.7 The Tribunal will:
- 29.7.1 Be open to participation from any financial voting member of the Club, with a minimum of five (5) expressions of interest in writing to the Committee necessary to form a Tribunal.
- 29.7.2 Be comprised of three (3) financial voting members who have each expressed an interest in participation in accordance with Clause 29.7.1; and
- 29.7.3 Make a recommendation to the Committee upon reaching a decision.
- 29.8 The Committee is required to exempt any member of the Committee or Tribunal from hearing a charge in which they have an interest.
- 29.9 Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Committee with no less than seven (7) days' notice.
- 29.10 At the hearing, all parties to the disciplinary proceeding must be given a full and fair opportunity to state their respective cases orally, in writing or both.
- 29.11 Members are not permitted to have legal representation attend any disciplinary matters but may bring another member to act in a support capacity only.
- 29.11.1 Any member under the age of 18 must have a parent or legal guardian present during the entire disciplinary process.
- (i) If a parent or legal guardian does not attend the hearing, the member under the age of 18 will not be able to attend the hearing and the Committee will continue as per Clause 29.9.
- 29.12 If a responding member or a representative of the responding member does not attend within 30 minutes of the time stated on the hearing notice, the hearing may

start without that member, or their representative and determination will be made at the hearing.

29.13 The Committee shall, after hearing the accuser and accused and taking such evidence as they may consider proper, if they find the charge proved inflict one of the following penalties:

29.13.1 A reprimand.

29.13.2 A fine.

29.13.3 Suspension from all or any of the privileges of membership to a maximum period of twelve (12) months.

29.13.4 Expulsion from the club.

(i) If the Committee determine that on a charge of gross misconduct penalties under Clause 29.1 are insufficient and expulsion is warranted, the committee shall first call on the member to resign within ten (10) days.

1. If the member neglects to resign within ten (10) days, the committee shall then declare the member to be expelled.

29.14 Any Member subject to disciplinary measures as a result of a hearing conducted in accordance with Clause 12 of shall be given written notice within seven (7) business days of the decision.

29.15 A Member may appeal the Committee's decision under Clause 29.13 through a Special General Meeting by giving written notice to the Manager within fourteen (14) days of receiving notice of the Committee's decision under Clause 29.13.

29.16 If a member's membership is suspended under Clause 29.13, the Manager must record in the Register:

29.16.1 The name of the Member that has been suspended from membership.

29.16.2 The date on which the suspension takes effect; and

29.16.3 The length of the suspension as determined by the Committee under Section 29.13.

29.17 During the period a member's membership is suspended, the member:

29.17.1 Loses any rights (including voting rights) arising as a result of membership.

29.17.2 Is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to the Club; and

29.17.3 Cannot attend the Club as a Guest of a member, unless prior written authorisation is received from the Committee.

29.18 Upon the expiry of the period of a Member's suspension, the Manager must record in the Register that the Member is no longer suspended.

29.19 If the Committee's decision to suspend or expel a Member is revoked under these Rules, any act performed by the Committee or Members in a General Meeting during the period that the Member was suspended or expelled from Membership under Section 29.13, is deemed to be valid, notwithstanding the Member's inability to exercise their rights or privileges of Membership, including voting rights, during that period.

29.20 Members suspended as a result of a hearing under Clause 29.12 will remain liable for all Club subscriptions, fees, and levies.

### 30 Resolving Disputes

#### 30.1 Disputes Arising under the Rules

30.1.1 Section 30.1 applies to:

- (i) Disputes between Members; and
- (ii) Disputes between the Club and one or more Members that arise under the rules or relate to the rules of the Club. This does not include disciplinary matters undertaken with Club members, which are covered only under Section 29 of these rules.

30.1.2 The parties to a dispute must attempt to resolve the dispute between themselves within **fourteen (14) days** of the dispute coming to the attention of each party.

30.1.3 If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this rule by giving written notice to the Manager of the parties to, and details of, the dispute.

30.1.4 The Manager must convene a Committee Meeting within **twenty-eight (28) days** after the Manager receives notice of the dispute under Clause 30.1.3 for the Committee to determine the dispute.

30.1.5 At the Committee Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.

30.1.6 The Manager must inform the parties to the dispute of the Committee's decision and the reasons for the decision **within seven (7) days** after the Committee Meeting referred to in Clause 30.1.5.

30.1.7 If any party to the dispute is dissatisfied with the decision of the Committee, they may elect to initiate further dispute resolution procedures as set out in the Rules.

#### 30.2 Mediation

30.2.1 Section 30.2 applies:

30.2.2 Where a person is dissatisfied with a decision made by the Committee under Section 30.1 or

30.2.3 Where a dispute arises between a member or more than one Member and the Club and any party to the dispute elects not to have the matter determined by the Committee.

30.2.4 If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Clause 30.1.2, or a party to the dispute is dissatisfied with a decision made by the Committee, under Clause 30.1.7 a party to a dispute may:

30.2.5 Provide written notice to the Manager of the parties to, and the details of, the dispute.

30.2.6 Agree to, or request the appointment of, a mediator.

30.2.7 Party, or parties, requesting the mediation must pay the costs of the mediation.

30.2.8 The mediator must be:

- (i) A person chosen by agreement between the parties; or
- (ii) In the absence of agreement:
  - 1. If the dispute is between a Member and another Member – a person appointed by the Committee; or
  - 2. If the dispute is between a member or more than one member and the Club, the Committee or a Committee Member then an independent person who acts as a mediator for another not-for-profit body.

30.2.9 A Member can be a mediator, but the mediator cannot be a member who is a party to the dispute.

30.2.10 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

30.2.11 The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at **least five (5) days** before the mediation session.

30.2.12 The mediator, in conducting the mediation, must:

- (i) Give the parties to the mediation process every opportunity to be heard.
- (ii) Allow all parties to consider any written statement submitted by any party; and
- (iii) Ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

30.2.13 The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties during the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

### 30.3 **Inability to Resolve Disputes**

30.3.1 If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

## 31 **Alteration and Rescinding of These Rules**

31.1 The Club may only alter or rescind any of these rules, or to make additional rules, only by special resolution carried by a three-fourths majority of members present and voting at a General Meeting and by otherwise complying with Part 3 Division 2 of the Act.

31.2 Notice of Special Resolution to alter or rescind any of these rules or to make additional rules shall be given to the Manager at least fourteen (14) days preceding the Annual or Special General Meeting at which the motion shall be presented. The Manager shall exhibit the Special Resolution on the Club notice board at least seven (7) days prior to such meeting.

- 31.3 Within one month after a special resolution is carried to repeal or alter the rules or adopt new rules of the Club under Clause 31.2, the Committee shall lodge the required documents with the Commissioner.

**32 Dissolution of the Club**

- 32.1 The Club may wind up and have its incorporation cancelled in accordance with Parts 9 and 10 of the Act, if the Club so resolves by special resolution.
- 32.2 On the cancellation of the incorporation or the winding up of the Club, the surplus property must be distributed as determined by special resolution and as per Section 24(1) of the Act.
- 32.3 This incorporated club or purposes, as the case requires shall be determined by the resolution of the members when authorising and directing the Committee under section 33(3) of The Act to prepare a distribution plan of the surplus property of the club.