



Cockburn Power Boats Club (Inc.)

CONSTITUTION

Effective Date: 23 June 2019

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Cockburn Power Boats Club (Inc.) Constitution

1. Name

The name of the Club is Cockburn Power Boats Club (Inc.).

2. Objects -

The principle Objects are:

- (a) Promote and encourage the use of recreational water craft powered by sail or engine, both inboard and outboard, and the exchange of knowledge in the care, handling and equipping of water craft to maintain safety at sea and to comply with all regulations, customs and laws regarding water craft which may be in force from time to time.
- (b) Provide and maintain facilities and amenities and, to provide for aquatic competitions and such other sports, games, amusement, recreation and entertainment for the enjoyment of Members.
- (c) Promote and encourage voluntary participation in the activities of the Club.

3. Definitions and interpretation

In these Rules:

Absentee Vote means an entitled Member's vote, lodged in accordance with Rule 36.9

Act means 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

Auditor means the person appointed annually to audit the accounting records and to report the financial position of the Club at the end of that financial year

Ballot (or Poll) means secret ballot

Books of the Club means the Register of Members; the Record of Office Holders and the Club Constitution.

Club means Cockburn Power Boats Club (Inc.)

Commissioner means the person for the time being designated as the Commissioner under section 153 of the Associations Incorporation Act.

Committee means:

- (a) with the addition of "Management", the committee of management of the Club in accordance with these Rules
- (b) any Sub-Committee established by the Management Committee

CPI means the consumer price index published by the Australian Bureau of Statistics for Perth (Capital City) (All Group Index Numbers) or, if that index is suspended or discontinued, the index substituted for it by the Australian Statistician

CPI Increase means the amount, expressed as a percentage, by which the Current CPI has increased over the Previous CPI or, if there has been no increase, means zero

Current CPI means, on any date, the CPI number last published before that date

Elected Member means an Officer other than the Patron, Immediate Past Commodore or a Flag Officer, and includes a person appointed to the Management Committee under these Rules

Elected Officer means:

- (a) a Flag Officer; and
- (b) an Elected Member

Financial records includes invoices, receipts, 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

Financial report means the meaning given in Part 5 of the Act

Financial statements means the financial statements in relation to the Club required under Part 5 of the Act

Financial Year means the period commencing on 1 July and ending on 30 June in the following year

Flag Officer means the Commodore, Vice Commodore, First Rear Commodore and Second Rear Commodore, who together shall be known as the Executive Committee

Full Government Pension means the full, unreduced aged pension (AP) paid by the Australian Government

General Facilities means all of the Club's property facilities and amenities other than Ramp Facilities, Marina and Boat Storage

General Manager means a person appointed by the Management Committee to carry out the functions as detailed and authorised by these Rules

General Meeting means any meeting of the Club convened under these Rules, including Annual and Special General Meetings

Member means a member of the Club in any class of Membership

Officer means an elected or appointed office bearer of the Club

Previous CPI means, on any date, the CPI number last published before the day being 12 months before that date

Ramp Facilities means the Club's facilities for launching and retrieving watercraft

Reciprocal Club means a club with which the Management Committee has negotiated a Reciprocal Membership Agreement

Reciprocal Membership Agreement means an agreement negotiated by the Management Committee with a club having complimentary objects to those of the Club, under which each party agrees to provide reciprocal membership to members of the other party

Rules means this Constitution and other related Rules, Policies or directives of the Club as amended from time to time

Special General Meeting means a General Meeting other than a meeting convened under Rule 35.1 (b) and at which only business that has been described in the notice may be transacted

Special Resolution means a resolution passed by a majority of not less than 75% of the Voting Members who vote in person at a General Meeting of which notice specifying the intention to propose the resolution as a Special Resolution was given in accordance with Rule 35.5

Suspension means the condition of a Member being suspended and losing entitlement to exercise any rights or privileges associated to membership of the Club

Voting Member means:

- (a) a Financial Full Member; and
- (b) a Life Member

Voting Rights means the right to:

- (a) nominate or second a person for Membership;
- (b) propose or second a motion for resolution at a General Meeting;
- (c) vote at a General Meeting;
- (d) nominate or second a person for election to Office; and
- (e) be elected as an Officer

4. Income and property

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.

5. Powers of the Management Committee

The Management Committee may exercise all the powers of the Club, except any power that this Constitution or a law requires the Club to exercise in a General Meeting.

- (a) acquire, hold, deal with, and dispose of any real or personal property;
- (b) open and operate bank accounts;
- (c) invest its money:
 - i. as trust funds which may be invested under Part III of the Trustees Act 1962 (WA); or
 - ii. loan or invest its money in such manner and with security as may from time to time be beneficial to the Club;
- (d) borrow money upon such terms and conditions as it thinks fit;
- (e) give such security for the discharge of liabilities incurred by it as is commercially responsible;
- (f) appoint agents to transact any of its business on its behalf;
- (g) enter into any other contract it considers necessary or desirable to achieve the Objects of the Club;

- (h) act as trustee and accept and hold real and personal property upon trust, but does not have power to do any act or thing as a trustee that, if done otherwise than as a trustee, would contravene the Act or the Rules.
- (i) erect, construct, remove, rebuild, add to, alter, repair, improve or maintain any building or structure, and sell, dispose of or otherwise deal with the same;
- (j) establish and obtain funds for the Club by subscription, levy, donation, grant or any other means;
- (k) give guarantees and indemnities;
- (l) enter into any joint venture, affiliation, alliance or relationship with any other organisation having objects similar to those of the Club, whether in Western Australia or elsewhere;
- (m) engage professional assistance of any kind, and remunerate any person for services rendered or to be rendered to the Club including reimbursement of expenses incurred by any Member on behalf of the Club.

6. Office and place of business

The office and place of business of the Club shall normally be at 28 Jervoise Bay Cove, Coogee, 6166, WA. Should that facility become untenable or unacceptable for the purposes of administering the business of the Club, the Management Committee can arrange the occupancy of a suitable alternative facility.

7. Colours

The colours of the Club are Royal Blue (PMS 2748c) and Gold (PMS 102c).

8. Member identification

For purposes of identification Members will be issued with a Member Card which should be produced upon request while the Member is on the Club premises or using the Club's facilities or amenities.

9. General Provisions

- (a) These Rules shall be the Rules of the Club and shall be binding on Members.
- (b) The interpretation of these Rules, Policies and directives of the Club shall, unless set aside by a General Meeting called for that purpose, be in the sole determination of the Management Committee whose decision shall be binding on all Members.
- (c) Correct accounts and books shall be kept showing the financial affairs of the Club and the particulars usually shown in books of accounts of a like nature.
- (d) The clubhouse and other Club facilities are 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.
- (e) Rule 9 (d) does not prevent:
 - i. the payment in good faith of remuneration to any Officer, employee or Member in return for any services actually rendered to the Club or for goods supplied in the ordinary and usual course of business;

- ii. the payment of interest at a rate not exceeding the prevailing market rate published by the Reserve Bank of Australia as the “Cash Rate Target” from time to time on money borrowed from any Member;
- iii. the payment of reasonable and proper rent by the Club to a Member for premises leased by the Member to the Club; or
- iv. the reimbursement of expenses incurred by any Member or any Management Committee member on behalf of the Club.

10. Officers

10.1 The Club shall have the following office bearers;

- Commodore
- Vice Commodore
- First Rear Commodore
- Second Rear Commodore
- Six Elected Members (Treasurer and five General Committee members)

and may have an Immediate Past Commodore if the person qualified for that office in accordance with the Rules consents to act in that office.

The Elected Officers must be elected to office in accordance with these Rules and hereinafter shall be known collectively as the Management Committee.

To be eligible for election:

- (a) as an Elected Officer, a person must be a Financial Voting Member; and
- (b) subject to Rule 15.3, as a Flag Officer, a person must have served a minimum of 12 months as a member of the Management Committee in the previous 5 years or be ratified by Members at a General Meeting if not so qualified.

A Flag Officer may not hold the same office for more than 3 consecutive years.

10.2 Roles and responsibilities of Officers, to include but not limited to;

- (a) Obligations of the Management Committee
 - i. The Management Committee must take all reasonable steps to ensure the Club complies with its obligations under the Act and these Rules.
- (b) Responsibilities of Management Committee members;
 - i. A Management Committee member must exercise his or her powers and discharge his or her duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.
 - ii. A Management Committee member must exercise his or her powers and discharge his or her duties in good faith in the best interests of the Club and for a proper purpose.
 - iii. A Management Committee member or former Management Committee member must not improperly use information obtained because he or she is a Management Committee member to:
 - 1. gain an advantage for himself or herself or another person; or
 - 2. cause detriment to the Club.

- iv. A Management Committee member or former Management Committee member must not improperly use his or her position to:
 - 1. gain an advantage for himself or herself or another person; or
 - 2. cause detriment to the Club.
- (c) No Management 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 Management Committee to do so and such authority is recorded in the minutes of the Management Committee Meeting.
- (d) No person shall be entitled to hold a position on the Management 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.
- (e) No person shall be entitled to hold a position on the Management Committee if the person has been convicted of, or imprisoned in the previous five years for:
 - i. an indictable offence in relation to the promotion, formation or management of a body corporate;
 - ii. an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
 - iii. an offence under Part 4 Division 3 or Section 127 of the Act;

unless the person has obtained the consent of the Commissioner.

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

10.3 Roles and responsibilities of the Executive Committee, to include but not limited to;

- (a) Subject to approval by the Management Committee, the Executive Committee may recruit a person to the position of General Manager of the Club for such a period and on such terms as deemed appropriate. Remuneration offered with this appointment must be within the range established and agreed by the Management Committee. Subject to the terms of any agreement entered into with that person, the Executive Committee may recommend to suspend or revoke any such appointment.
- (b) The Executive Committee may upon such terms and conditions and with such restrictions as the Management Committee agrees, confer on the General Manager any of the powers exercisable by the Management Committee. Any such powers so conferred may be concurrent with or, be to the exclusion of the Management Committee's powers. The Executive Committee may at any time recommend to withdraw or vary any of the powers so conferred on the General Manager.
- (c) Provide oversight to the daily operation and management of the Club, in accordance with the Constitution.
- (d) The Commodore or the Vice Commodore (or the Treasurer) to be co-signatory (with the General Manager) of Club financial transactions and legal documents, as required.

- (e) In the absence of the General Manager and, in order of rank, assume responsibility for ensuring that the House Rules, Health & Safety Acts and any other relevant legislation is complied with. This excludes the requirements of the Liquor Control Act.
- (f) Contribute to the initiation and preparation of recommendations for major projects for Management Committee review and endorsement.
- (g) Any Executive Committee member may revoke any Temporary Membership.
- (h) Form a general Complaints Committee, ordinarily consisting of 3 persons, made up of the Commodore and 2 other Executive Committee members.
- (i) With the Commodore and at least one other Executive Committee member, (excluding any Executive Committee Member who may be the subject of the complaint), receive any written complaint against the Management Committee and meet with the complainant to discuss and resolve that complaint. If the Commodore is the subject of a complaint, the remaining Executive Committee members shall receive the complaint and meet with the complainant to discuss and resolve that complaint.

If a casual vacancy occurs in the office of an Executive Committee member, commencing with the Vice Commodore, each Executive Committee member acts in the office next senior to him or her, if vacant, and while so acting vacates the office that he or she previously held.

10.4 Role and responsibilities of the Treasurer, to include but not limited to;

- (a) ensure proper financial processes and audits are in place and administered accordingly by the General Manager.
- (b) be optional co-signatory (to the Commodore or Vice Commodore) with the General Manager for Club financial transactions, as required.
- (c) present the Club's annual financial accounts at the Annual General Meeting.
- (d) perform any other duties as are determined by the Management Committee.
- (e) ensure the safe custody of the Financial Records of the Club and any other relevant records of the Club.

11. Patron

The Patron:

- (a) shall be a person of considerable standing in the Club or community and does not necessarily need to be a Member.
- (b) shall provide strategic guidance and counsel towards achieving the Objects of the Club, derived from their external business and community association.
- (c) is appointed by the Management Committee annually, following the Annual General meeting.
- (d) may be re-appointed on the expiry of a term of office.

12. Commodore and Meeting Chair

- (a) Unless disqualified in accordance with the Act, these Rules or any rule of law or equity, the Commodore is ex officio a member of all Sub-Committees.
- (b) Subject to Rule 10.3, the Commodore should preside at all General Meetings, and meetings of the Executive and Management Committees.

- (c) In the event of absence of the Commodore from General Meetings and meetings of the Executive and Management Committees, the next senior Flag Officer shall preside at the meeting.

Should no Flag Officers be in attendance, the meeting is to be reconvened.

The Commodore's annual subscription shall be paid by the Club and all Voting Member rights shall be retained.

13. Immediate Past Commodore

- (a) If at any Annual General Meeting the retiring Commodore is not re-elected to that office, he or she shall be qualified to be the Immediate Past Commodore for a period of 12 months from the end of that Annual General Meeting.
- (b) A person qualified to be the Immediate Past Commodore is entitled to hold that office only if he or she consents to do so.
- (c) A person who has been the Immediate Past Commodore is not, for a period of 3 years immediately following his or her ceasing to hold that office, eligible for election as a Flag Officer, but may during that period:
 - i. be appointed as Patron;
 - ii. be an Elected Member; and
 - iii. serve on any Committee.
- (d) The Immediate Past Commodore does not have the right to vote at Management Committee meetings, but may speak for, or against, motions.

14. Election of Officers

14.1 Each Elected Officer;

- (a) must be declared to be elected or elected annually at the Annual General Meeting or, if a casual vacancy of a Flag Officer or the Treasurer occurs, be appointed by the Management Committee in accordance with the provisions of these Rules.
- (b) subject to Rule 15.3, 15.4, 15.5 & 15.6 holds office until the end of the Annual General Meeting next following his or her being declared to be elected or appointed; and
- (c) subject to these Rules, is eligible for re-election at that Annual General Meeting.

14.2 A nomination for an Elected Office;

- (a) must be received by the General Manager not less than 14 days prior to the Annual General Meeting
- (b) must:
 - (i) be on the approved nomination form signed personally by a proposer and the nominee, each of whom must be a Voting Member; and
 - (ii) contain a declaration by the nominee that, if elected, he or she is prepared to serve a full term of office.

14.3 No later than 7 July in each year the General Manager must post a notice on the Club's notice board reminding Members that:

- (a) the Annual General Meeting will be held in September of that year (or otherwise in accordance with Rule 35.1 (b))
- (b) nominations for Office may be made in accordance with these Rules

14.4 If on or before 14 days prior to the Annual General Meeting in any year the General Manager has received:

- (a) more than one nomination to the office of a Flag Officer;
- (b) more than 5 nominations to the office of General Committee members or more than one to the office of Treasurer;

the General Manager shall arrange a ballot for the Annual General Meeting, for the election of;

- (a) one nominee to each of the offices of Flag Officer for which more than one nomination has been received; and
- (b) 5 nominees to the office of the General Committee and/or one nominee to the office of Treasurer,

and the persons elected at this ballot must be declared to be elected to the office to which they were elected at the Annual General Meeting to which the ballot relates.

14.5 The ballot must be conducted as far as possible as a secret ballot and, with fairness to all nominees.

- (a) The election of Officers at the Annual General Meeting shall be under the control of the Chairperson and shall be conducted by two scrutineers, assisted by two poll clerks, appointed for that purpose at such meeting.
- (b) Where an election is necessary in respect of any office, a ballot paper showing separately the names of the candidates nominated shall be distributed by the scrutineers to every financial voting Member present at the meeting and eligible to vote and, when directed by the Chairperson to do so, the scrutineers shall collect such ballot papers and deliver them to the poll clerks.
- (c) Every financial voting Member shall vote for as many candidates as there are vacancies or their vote will be invalid, and every Member shall vote by striking out on the ballot paper the name of each candidate for whom they do not desire to vote.

14.6 If on or before 14 days prior to the Annual General Meeting the General Manager has received;

- (a) one nomination only to the office of a Flag Officer;
- (b) five only or fewer nominations to the office of General Committee members and/or one nomination for the office of Treasurer;

the persons so nominated shall be declared to be elected to the office to which they were nominated at the Annual General Meeting to which the nomination relates.

14.7 If on or before 14 days prior to the Annual General Meeting the General Manager has received:

- (a) no nomination to the office of a Flag Officer;
- (b) fewer nominations to the office of General Committee member and/or Treasurer than there are positions; the General Manager must;
 - i. advise Members at the Annual General Meeting of the offices of Flag Officer and of the number of positions in the office of General Committee member and/or Treasurer for which no nomination has been received and;
 - ii. advise attendees at the Annual General Meeting that nominations for any still vacant positions will be sought by the new Management Committee (or part thereof)

14.8 Any matter, information or notice that must be posted by the General Manager on the Club's notice board in accordance with these Rules must also be provided to Members by other means such as inclusion in the Club's newsletter or by sending a copy through the postal service or electronic mail to all or some Members as the General Manager decides, using the information held for Members appearing in the Register of Members.

15. Casual vacancies and resignation of the Management Committee

15.1 In the event that all the Flag Officers resign, other than at the Annual General Meeting, the General Manager will assume control of the Management Committee effectively replacing the Commodore. The General Manager shall convene a Special General Meeting to be held within 35 days of the resignations coming to the attention of the General Manager. The General Manager shall advertise the vacated positions and nominations for elections to those positions will be accepted at the meeting convened for the purpose of election of officers. No business other than that advertised may be dealt with at that meeting.

15.2 A casual vacancy occurs if an Officer;

- (a) dies;
- (b) resigns by notice in writing delivered to the General Manager, and that resignation is accepted by resolution of the Management Committee;
- (c) is convicted of an offence under the Act;
- (d) is permanently incapacitated from holding office by mental or physical ill-health;
- (e) is absent from more than;
 - i. 3 consecutive meetings of the Management Committee without authorised leave or,
 - ii. 3 meetings of the Management Committee in the same Club financial year without tendering an apology to the person presiding at each of those meetings;

of which meetings the Officer received notice, and the Management Committee has resolved to declare the office vacant;

- (f) ceases to be a Voting Member or;
- (g) is the subject of a resolution passed by a General Meeting terminating their tenure of office

15.3 If a casual vacancy occurs in the office of a Flag Officer or Treasurer:

- (a) commencing with the Vice Commodore, each Flag Officer acts in the office next senior to him or her, if vacant, and while so acting vacates the office that he or she previously held;
- (b) the Management Committee must elect one of their number to be Second Rear Commodore; and
- (c) the Management Committee must fill the position of Treasurer with a person suitably qualified and eligible for election.

15.4 If a casual vacancy occurs in the Management Committee other than in the office of a Flag Officer or Treasurer, the Management Committee may, but is not obliged to, appoint to the Management Committee a person eligible for election as a General Committee member.

15.5 Subject to Rule 15.2, a Flag Officer acting in an office pursuant to Rule 15.3 (a):

- (a) continues to act in that office until the next following Annual General Meeting; and
- (b) is eligible for election as an Officer at that Annual General Meeting, and any service while so acting is not to be regarded as part of the allowable period of maximum tenancy as a Flag Officer.

15.6 Subject to Rule 15.2, a person appointed to the Management Committee pursuant to Rules 15.3 (c) & 15.4:

- (a) continues to hold office until the next following Annual General Meeting; and
- (b) is eligible for election as an Officer, including Flag Officer, at that Annual General Meeting.

15.7 If a casual vacancy occurs in the position of Patron, the Management Committee has the power to appoint a successor.

16. Management Committee

16.1 The business of the Club shall be managed by the Management Committee who may exercise all powers of the Club, except those required to be exercised by the Club at a General Meeting.

16.2 Without prejudice to the powers conferred by the last preceding Rule, the Management Committee shall, subject to these Rules, Policies and directives, have power to do the following things:

- (a) make and promulgate House Rules:
 - i. for protection of the health and welfare of the Members and employees of the Club while on the Club premises or using Club property, facilities and amenities;

- ii. for the use by Members of Club property, facilities and amenities in any place and;
 - iii. otherwise for the orderly and efficient operation of the Club;
- (b) set, impose, collect fines and enforce penalties for infringement of the Rules.;
- (c) set, impose and collect charges for:
 - i. use by Members and non-Members of Club premises, property, facilities and amenities;
 - ii. participation by Members and non-Members in activities, events and functions organized or sponsored by the Club; and
 - iii. purchase or acquisition of goods or services sold or provided by the Club; and
- (d) set, impose and collect levies on the Members generally, or the Members in any Class of Membership with approval by a General Meeting of the Club
- (e) 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.
- (f) To determine what persons, 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.
- (g) To appoint any other officials of the Club and to remove them as occasions may require at their discretion and to define their respective duties.
- (h) To delegate, subject to such conditions as it thinks fit any of its powers to Sub-Committees consisting of such members of the Management 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.
- (i) To regulate and control their own meeting and the transaction of business.
- (j) In accordance with the Rules, to suspend, or expel any Member.
- (k) To enter into or accept any lease or tenancy 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 may be deemed expedient.
- (l) To take and defend all legal proceedings by or on behalf of the Club and to appoint all necessary Attorneys for any such purpose.
- (m) To borrow, raise or secure the payment of money, and to sell and dispose of the assets of the Club.
- (n) To make, alter and repeal rules not inconsistent with these Rules regulating the use and management of the Club property, facilities and amenities, the admission of Members and, the conduct of the Club and its affairs generally.
- (o) 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.

- (p) 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.
- (q) Every member of the Management Committee shall be indemnified against any loss, expenses or liability incurred by reason of any act or deed performed by him/her in good faith on behalf of the Management Committee and the Management Committee may use the funds of the Club for any such purpose required, together with any reasonable expenses incidental to Management Committee activities.

17. Proceedings of Management Committee

- 17.1** The Management Committee must meet together for the dispatch of business at least once in every month and the Commodore, or at least 3 of the members of the Management Committee, may at any time convene a meeting of the Management Committee.
- 17.2** Notice of every unscheduled meeting of the Management Committee must be given to all of the members of the Management Committee in the form and manner determined by the Management Committee.
- 17.3** Each member of the Management Committee has a deliberative vote.
- 17.4** A question arising at a meeting of the Management Committee must be decided by a majority of votes but, if there is no majority, the person chairing the meeting will have a casting vote in addition to his or her deliberative vote.
- 17.5** At a meeting of the Management Committee five members constitute a quorum.
- 17.6** Subject to these Rules, the procedure and order of business to be followed at a meeting of the Management Committee must be determined by the members present at the meeting.
- 17.7** As required under the Act, a member of the Management Committee having any direct or indirect pecuniary interest in a Contract, or proposed Contract, made by, or in the contemplation of, the Management Committee (except if that pecuniary interest exists only by virtue of the fact that the member of the Management Committee is a member of a class of persons for whose benefit the Club is established), must:
 - (a) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Management Committee; and
 - (b) not take part in any deliberations or decision of the Management Committee with respect to that Contract.
- 17.8** The General Manager must cause every disclosure made under these Rules by a member of the Management Committee to be recorded in the minutes of the meeting at which it is made.

18. Constitution of the Club

The Club may alter or rescind the Constitution (legal framework under which the Club operates), or make Rules (made and promulgated by the Management Committee in the execution of its power to do so) additional to the Constitution, in accordance with the procedure set out in the Act, as follows;

- (a) Subject to the Act Clauses 30 and 31, the Club may alter the clauses by Special Resolution but not otherwise.
- (b) Within one month after the passing of a Special Resolution altering its clauses, the Club must lodge the required documents detailed in the Act Clause 30 (4) to the Commissioner. No effect will be given to the amendments without the approval of the Commissioner.

The Constitution binds every Member and the Club to the same extent as if every Member and the Club had signed the Constitution and agreed to be bound by all provisions therein.

19. Membership

- 19.1** Subject to these Rules, membership is open to any eligible person who wishes to support the Objects of the Club. 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.
- 19.2** To be eligible for membership, a person must be over the age of 18 years.
- 19.3** With the exception of Members who, at 31 March 1986, were Professional Licensed Fishermen, no Professional Licensed Fisherman who in the reasonable opinion of the Management Committee intends to use the Club or its premises, property, facilities or amenities for personal gain, may become or remain a Member.
- 19.4** A person wishing to be admitted as a Member of the Club must:
- (a) apply for Membership to the Management Committee in writing:
 - i. signed personally by the applicant and by both of the proposer and seconder referred to in these Rules; and
 - ii. in a form decided by the Management Committee;
 - (b) be proposed by one voting Member or the General Manager and seconded by another voting Member or the General Manager, both voting Members being of not less than one years' standing, and provided that the proposer and seconder shall not be the same person; and
 - (c) provide with the application the amount of any nomination and subscription fee payable.
- 19.5** It is the duty of the Management Committee to ascertain that the applicant is in every respect eligible for membership based on the information provided in the application form.
- 19.6** The application for membership form must be completed by the applicant and displayed on the Club notice board. The application is then presented to the Management Committee for acceptance to membership. When the application form and all fees have been received, the person shall be a provisional Member of the Club and may exercise all of the privileges of a Member excluding voting rights until such time as the next Management Committee meeting. All new Members will be supplied with a copy of the Club Constitution or will be directed to obtain a copy from the Club's website.
- 19.7** The Management Committee must consider each application made under these Rules at the meeting of the Management Committee next available after it has received the

application, and must at that meeting or the next meeting of the Management Meeting vote to accept or reject that application.

19.8 In the voting on each application made under these Rules;

- (a) one adverse vote to reject the application in every 4 votes cast shall exclude the applicant and;
- (b) the General Manager must keep a record of the names of the members of the Management Committee present and voting at each election.

19.9 If any application for membership made under these Rules is rejected, the subscription fee and nomination fee provided with the application must be returned forthwith to the applicant.

19.10 An applicant whose application for membership is rejected under these Rules;

- (a) must promptly be notified in writing. No reason shall be required to be noted on the rejected application advice.
- (b) may renew his or her application for membership after the expiration of 12 months from the notification referred to in this Rule, again complying with these Rules and;
- (c) has no right of appeal against any rejection made in accordance with this Rule.

19.11 A Member only remains a Member if they have completed the renewal process and paid subscriptions in full by the due date.

19.12 The General Manager shall maintain a list of Members who have been expelled or have resigned membership while a disciplinary hearing against them is pending. The General Manager shall check all applications against this list and bring it to the attention of the Management Committee if an applicant's name appears on the list.

19.13 A Member who has been expelled or has resigned while a disciplinary hearing against them is pending, shall not be eligible for membership in any Class.

20. Membership Classes

The Club has the following Classes of Membership:

Full Member, Partner Member (limited), Life Member, B Member (limited), Associate/Social Member, Country Member, Reciprocal Member and Temporary Member.

21. Full Member

21.1 A Full Member must:

- (a) be accepted as a Member in accordance with these Rules and;
- (b) pay a nomination fee and the subscription set by the Management Committee annually

21.2 A Full Member:

- (a) is entitled to use the Marina, General Facilities, Boat Storage and Ramp Facilities and;

- (b) subject to these Rules, has voting rights

21A. Partner Member (limited).

A Partner Member must be the spouse or de-facto partner of a Full Member and have been acknowledged as such by the Club within two years prior to the date of this Constitution update. No additional Members will be accepted to this Class.

21A.1 A Partner Member;

- (a) is not liable to pay a nomination fee or annual subscription
- (b) is entitled to use the Ramp Facilities and Marina for any watercraft registered with the Club in the name of the Full Member partner but, may not use those watercraft whilst that Full Member partner is in control of another watercraft operating from the Club
- (c) is entitled to use the General Facilities of the Club
- (d) does not have voting rights

21A.2 A person being the Partner Member;

- (a) ceases to be the Partner Member if the Full Member spouse or de-facto partner discontinues their Full Membership and;
- (b) becomes similarly suspended or expelled if the Full Member spouse or de-facto partner becomes suspended or is expelled from the Club

21A.3 A person who ceases to be a Partner Member by operation of this Rule may transfer to another Class of membership by following the procedure for admission to that Class and paying the appropriate nomination fee and subscription.

22. Life Member

22.1 Life Membership may be granted to any Member who has rendered outstanding service to the Club.

22.2 A proposal that the honour of Life Membership be granted to a Member must:

- (a) be made in writing to the Management Committee
- (b) contain a précis of justifications for the proposal; and
- (c) be signed personally by two Voting Members other than the subject person.

22.3 The Management Committee must refer each proposal to a suitable panel of three senior Members of its choice, at least one of whom must not be an Officer, for recommendation.

22.4 Upon a recommendation being received from the panel, and subject to the approval by the Management Committee, the proposal must be put to the next General Meeting for granting Life Membership by ballot.

22.5 No reason need be given by the Management Committee for not approving the proposal.

22.6 A proposal that has been:

- (a) made to the Management Committee but not put to the next scheduled General Meeting or;
- (b) put to the next scheduled General Meeting but not approved by that meeting,

may be re-submitted to the Management Committee in any later year.

22.7 A Life Member has the same rights as a Full Member but is not liable to pay any nomination fee, annual subscription or levy.

23. B Member (limited)

23.1 A B Class Member must;

- (a) be the parent or parent-in-law, or, child or child-in-law over 18 years of age, of a Full Member and, with the exception of Members who, at 30 June 2019, were existing B Class Members, no additional Members will be accepted to this Class.

23.2 An existing B Class Member;

- (a) is entitled to use the Ramp Facilities and Marina for any watercraft registered with the Club in the name of the related Full Member but, may not use those watercraft whilst that Full Member is in control of another watercraft operating from the Club
- (b) is entitled to use the General Facilities
- (c) does not have voting rights
- (d) ceases to be so if the related Member ceases to be a Full Member
- (e) may transfer to another Class of membership in accordance with Rule 28
- (f) is liable to pay a subscription fee set by the Management Committee annually

24. Associate and Social Members

24.1 An Associate Member, being the verifiable spouse or de-facto partner of a Full Member, Life Member or Country Member, must be accepted as a Member in accordance with the provisions of Rule 19 and as further stated below.

24.2 A Social Member, being a person who is not eligible to become an Associate Member must also be accepted as a Member in accordance with the provisions of Rule 19 and as further stated below.

24.3 Associate and Social Members;

- (a) are not liable to pay a nomination fee;
- (b) are liable to pay the annual membership Class subscription as set by the Management Committee annually.

24.4 Associate and Social Members:

- (a) are entitled to use the General Facilities; but
- (b) are not entitled to use the Boat Storage and Ramp Facilities; and
- (c) do not have voting rights.

24.5 A person being an Associate Member or Social Member may transfer to another Class of Membership in accordance with Rule 28.

24.6 A person being an Associate Member ceases to be an Associate Member if the verifiable spouse or de-facto partner ceases to be a Full Member, Life Member or Country Member or, are suspended or expelled from the Club.

25. Country Member

25.1 A person who lives more than 100 km from the premises of the Club may apply to become a Country Member in accordance with this Rule and;

- (a) be accepted as a Member in accordance with these Rules
- (b) pay a nomination fee and subscription set by the Management Committee annually

25.2 An applicant who is a Member must apply to the Management Committee to transfer to a Country Member in accordance with these Rules.

25.3 An application under this Rule must be accompanied by evidence that the applicant is qualified to be a Country Member in accordance with these Rules.

25.4 If the Management Committee is satisfied by the relevant evidence that the applicant is qualified to be a Country Member in accordance with this Rule, the Management Committee may admit the applicant as a Country Member.

25.5 A Country Member:

- (a) is entitled to use the Marina, Boat Storage, Ramp Facilities and General Facilities; but
- (b) does not have voting rights.

25.6 A person being a Country Member ceases to be a Country Member on ceasing to be qualified to be a Country Member in accordance with this Rule.

25.7 A person who ceases to be a Country Member by operation of this Rule may transfer to another Class of Membership in accordance with Rule 28.

26. Reciprocal membership

26.1 A person who is a member of a Reciprocal Club may apply to become a Reciprocal Member in accordance with the terms of the relevant Reciprocal Membership Agreement and these Rules.

26.2 The Management Committee may review the total number of Reciprocal Members and establish a maximum number of Reciprocal Members if so required.

26.3 An applicant must apply to be accepted to Membership as a Reciprocal Member in accordance with these Rules.

26.4 An application under this Rule must be accompanied by evidence that the applicant is a Voting Member in good financial standing of a Reciprocal Club.

26.5 If the Management Committee is satisfied by the relevant evidence that the applicant is qualified to be a Reciprocal Member in accordance with this Rule, the Management Committee may, admit the applicant as a Reciprocal Member.

26.6 A Reciprocal Member:

- (a) is not liable to pay a nomination fee; but
- (b) is liable to pay an annual subscription determined in accordance with the relevant Reciprocal Membership Agreement and set by the Management Committee annually
- (c) must produce the relevant evidence to the Management Committee at the time of payment of each annual subscription.

26.7 A Reciprocal Member:

- (a) is entitled to use the Club facilities in accordance with the terms of the relevant Reciprocal Membership Agreement and these Rules
- (b) does not have voting rights; and
- (c) may not speak at a General Meeting except on matters affecting the Class of Reciprocal Membership.

26.8 A person being a Reciprocal Member ceases to be a Reciprocal Member on ceasing to be qualified to be a Reciprocal Member in accordance with this Rule.

26.9 A person who ceases to be a Reciprocal Member by operation of these Rules may transfer to another Class of Membership in accordance with Rule 28.

27. Temporary Member

27.1 A person who is on any day visiting the Club:

- (a) as a Member or an official of another club or team, or a person assisting another club or team that is to contest a pre-arranged event in any boating, angling and other aquatic competition or sport within the Objects of the Club on that day; or
- (b) is holding a pre-arranged function at the Club involving the use of the Club's facilities;

may be afforded Temporary Membership on that day.

27.2 The person organizing the event referred to in this Rule, or the Member who extends an invitation to a non-member to attend the event, must notify the General Manager in writing of the name of the non-member and the date on which that person requires to be a Temporary Member;

- (a) before the relevant day, in which case the person requires to be a Temporary Member throughout the relevant day or;
- (b) on the relevant day but before the person uses the Ramp Facilities or General Facilities, in which case the person will be a Temporary Member for the remainder of the day from the time of notification to the General Manager.

27.3 Any Flag Officer may at any time during the relevant day revoke any Temporary Membership in his or her absolute discretion, without giving any reason and without the Temporary Member having any right of appeal.

27.4 A Temporary Member:

- (a) is not liable to pay a nomination fee or any annual subscription; and

- (b) will not be granted credit for the acquisition of any goods or services from the Club; and
- (c) does not have voting rights

27.5 A Temporary Member is entitled to use:

- (a) the Ramp Facilities; and
- (b) the General Facilities subject, in the case of a Temporary Member under 18 years of age, to compliance with the Liquor Control Act 1988 (WA).

28. Transfer of Class of Membership

28.1 A Member may change from one Class of Membership to another by following the procedure for admission to that other Class, except that:

- (a) a Member who has been accepted in accordance with these Rules need not again be accepted; and
- (b) a Member who has paid a nomination fee less than the fee applicable to the new Class of Membership must pay the difference between the nomination fee applicable to the current and new Class of Membership,

and provided that:

- i. a Member who has not paid a nomination fee must pay the nomination fee applicable to the new Class of membership; and
- ii. a Member who has paid a nomination fee or any annual subscription is not entitled to a refund.

28.2 A person who has ceased to be a Member may again become a Member by following the procedure for admission to a Class of Membership and pay the appropriate nomination and subscription fees.

29. Termination of Membership

29.1 Membership terminates upon:

- (a) receipt by the General Manager of a notice in writing from a Member of his or her resignation from the Club; or
- (b) non-payment by a Member of any fee, subscription, levy or penalty, in accordance with Rules 33.3 and/or 34; or
- (c) expulsion of a Member in accordance with Rule 31

29.2 A person whose Membership terminates in accordance with these Rules remains liable to pay any fee, subscription, levy or penalty payable but unpaid at the date of termination.

30. Register of Members

30.1 The General Manager must comply with the Act and the Liquor Control Act 1988 (WA) by keeping an up to date Register of Members which must be available for inspection at the Club premises during Club office and Bar trading hours. A

residential, postal, email address; or information by means of which contact can be made with the Member, can be nominated for the Register.

30.2 Upon request, a Member is able to inspect the Register of Members of the Club at such time and place as is mutually convenient to the Club and the Member.

- (a) A Member must contact the General Manager to request to inspect the Register of Members.
- (b) The Member may make a copy of details from the Register of Members but has no right to remove the Register for that purpose.
- (c) A Member may make a request in writing for a copy of the Register of Members.
- (d) A Member must not use or disclose the information on the Register of Members:
 - i. 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);
 - ii. to contact, send material to the Club or a Member for the purpose of advertising for political, religious, charitable or commercial purposes; or
 - iii. for any other purpose unless the use of the information is approved by the Management Committee and for a purpose:
 - a) that is directly connected with the affairs of the Club; or
 - b) related to the provision of the information to the Commissioner in accordance with a requirement of the Act.
- (e) A Member who requests a copy of the Register shall provide a statutory declaration setting out the purpose of the request and declaring that the purpose is directly connected with the affairs of the Club. The Club may charge a reasonable fee as determined by the Management Committee.

31. Discipline

Members of the Management Committee, the General Manager and employees of the Club authorised by the Management Committee, have authority to require compliance with and enforce the Rules, and all Members must comply with directions for compliance given by any one of them.

31.1 The purpose of this Rule is to set the guidelines for dealing with discipline within the Club. The Management Committee may bring action, without specific complaint against any Member, to deal with a suspected breach of the Rules, Policies or directives of the Club.

31.2 The grounds for imposition of a penalty on a Member under this Rule are:

- (a) infringement of the Rules, policies or directives of the Club; or
- (b) conduct either on or outside the Club premises that does or may:
 - i. bring discredit on or prejudicially affect the reputation of the Club; or
 - ii. impair or affect the enjoyment of the Club property, facilities and amenities by Members; or
 - iii. cause ill-feeling or friction between or among Members; or
 - iv. operate to the detriment of the interests of the Club

31.3 A Member, including a member of the Management Committee, or an employee of the Club may lodge with the General Manager a complaint in writing in a form decided by the Management Committee alleging that grounds exist for imposition of a penalty and setting out:

- (a) the name of the complainant;
- (b) the name of the Member complained against;
- (c) the alleged grounds;
- (d) the date, time and place of occurrence of the alleged grounds;
- (e) a brief description of relevant events; and
- (f) details of any witnesses (including the complainant) willing to give evidence of the alleged grounds.

31.4 A complaint must be lodged within 7 days of the complainant becoming aware of the existence of the alleged grounds.

31.5 On a complaint being lodged in accordance with this Rule:

- (a) the General Manager must promptly notify the Management Committee of receipt of the complaint;
- (b) the Management Committee must, promptly on being so notified:
 - i. select a Sub-Committee of the Management Committee to hear and determine the complaint;
 - ii. determine a date, time and place for a hearing of the complaint by the Complaints Committee, the date being not less than 14 days from the date of the notification to the respondent from the General Manager;
 - iii. give notice to the respondent of the complaint and, the date, time and place for a hearing of the complaint by the Complaints Committee;
 - iv. give notice to the complainant of the date, time and place for a hearing of the complaint by the Complaints Committee
- (c) the Management Committee may, at its absolute discretion:
 - i. keep the identity of the complainant confidential to the General Manager, Management Committee and Complaints Committee; and
 - ii. suspend the respondent pending the hearing.

31.6 After the giving of the notices required:

- (a) the respondent may give notice to the General Manager of any witness (including the complainant) willing to give evidence of the alleged grounds; and
- (b) the Complaints Committee may from time to time postpone the hearing at the written request of the complainant or the respondent made up to 3 days before the date of the hearing because of illness or other reason satisfactory to the Complaints Committee, provided that the hearing must not be postponed for more than 1 month from the giving of the original notice to the respondent and complainant.

31.7 In selecting the Complaints Committee, the Management Committee must observe the following principles:

- (a) the Management Committee must act impartially and fairly in selecting the Complaints Committee;
- (b) the Complaints Committee ordinarily will consist of 3 persons, made up of the Commodore and 2 other Flag Officers;
- (c) the following are disqualified from selection to the Complaints Committee:
 - i. the complainant and the respondent;
 - ii. a complainant's witness or respondent's witness; and
 - iii. a person materially connected with or involved in the alleged grounds;
- (d) if:
 - i. more than 2 Flag Officers are disqualified by operation of this Rule ; or are unavailable; or
 - ii. the Management Committee considers it expedient to do so;

the Management Committee may select:

- 1. a member of the Management Committee; or
 - 2. a Full Member or Life Member, to take the place of a Flag Officer on the Complaints Committee; and
- (e) the Management Committee may select to the Complaints Committee additional persons having special skill or understanding in relation to the complaint or the alleged grounds.

31.8 During the hearing the respondent is entitled:

- (a) to be present:
 - i. in person and unaccompanied; or
 - ii. in person accompanied by one other Member; or
 - iii. in person but represented by one other Member;

provided that the other Member is not a legal practitioner.

- (b) either alone or by a representative to call and examine witnesses and to cross-examine witnesses, and to address the Complaints Committee; and
- (c) to be present as described in this Rule throughout the hearing, except when the members of the Complaints Committee wish to confer privately among themselves or to consider their decision.

31.9 If either of the complainant or the respondent or his or her representative does not appear at the date, time and place fixed for the hearing (after any postponement in accordance with this Rule), the Complaints Committee may, at its discretion:

- (a) nevertheless, proceed with the hearing; or

- (b) postpone the hearing to the same time on the same day in the following week and to the same place.

31.10 The Complaints Committee may conduct the hearing at the time and place and on the date fixed (after any postponement in accordance with this Rule or may further postpone or adjourn the hearing at its discretion and must, as soon as practicable after the conclusion of the hearing, come to its decision (including as to penalty, if any) and communicate that decision to the General Manager who, must notify the complainant and respondent forthwith in writing of:

- (a) the decision of the Complaints Committee as to whether or not the complaint was or was not made out; and
- (b) the penalty, if any, imposed by the Complaints Committee.

31.11 If the Complaints Committee decides that:

- (a) the complaint was frivolous or unsupported by any substantial evidence, it may impose a penalty on the complainant in accordance with this Rule; or
- (b) the complaint has been made out, it may:
 - i. reprimand the respondent without imposing any penalty; or
 - ii. impose a penalty on the respondent in accordance with this Rule.

31.12 The penalty which the Complaints Committee may impose may be:

- (a) imposition of a fine of up to \$500 or such other maximum determined by the Management Committee from time to time; or
- (b) suspension from the Club for a period of up to 1 year; or
- (c) a combination of (a) and (b); or
- (d) expulsion from the Club;
- (e) if applicable, expulsion from Management Committee or any other Club position.

31.13 If a Member is expelled from the Club or resigns while a disciplinary hearing against them is pending, that Member:

- (a) may not enter the Club facilities or activities in any form including as a guest; and
- (b) is not able to rejoin the Club.

31.14 In addition to or instead of imposing a penalty, the Complaints Committee may require a complainant or respondent to pay the reasonable costs of the Club arising from the complaint and the hearing.

31.15 A Member who has been suspended from the Club is not entitled, during that suspension, to have or exercise any of the rights or privileges attached to Membership.

31.16 In all matters preliminary to the hearing, in the conduct of the hearing, in coming to its decision, in imposing any penalty and in requiring the payment of any costs, the

Complaints Committee must act impartially and with fairness to both the complainant and the respondent.

31.17 Subject to these Rules:

- (a) a fine becomes payable within 14 days from receipt of the communication from the General Manager regarding the decision of the Complaints Committee on the matter.; and
- (b) a Member has his or her Membership suspended or ceases to be a Member immediately following the decision of the Complaints Committee to suspend or expel the Member.

31.18 A Member who is fined or suspended or expelled from the Club must, if he or she wishes to appeal against that fine, suspension or expulsion, give notice to the General Manager of his or her intention to do so within the period of 14 days from receipt of the communication from the General Manager regarding the decision of the Complaints Committee on the matter. The General Manager must then notify the Management Committee accordingly.

31.19 When notice of appeal for a fine, suspension or expulsion from the Club is given under this Rule:

- (a) the Management Committee, at a meeting convened for that purpose, must either confirm or set aside the decision of the Complaints Committee to fine, suspend or expel the Member, after having afforded the Member who gave that notice a reasonable opportunity to be heard by, or to make representations in writing to, the Management Committee; and
- (b) the fine does not become payable, and the Member who gave that notice is not suspended from the Club or does not cease to be a Member, unless and until the decision of the Complaints Committee to fine, suspend or expel him or her is confirmed.

31.20 When the appeal process as outlined in this Rule is exhausted;

- (a) the respondent may then by written notice to the General Manager appeal to a General Meeting at which all reasonable opportunity will be given to the respondent to be heard by and make representations to the Full Members. The respondent must obtain 75% of the votes from all voting Members present to win his or her appeal.

31.21 All notices required by this Rule to be sent to a Member shall be sent by registered mail to that Member's address as recorded in the Register maintained pursuant to the Rules.

31.22 The procedure for complaint against the Management Committee is as follows;

- (a) The complainant is to seek an appointment with the Commodore and at least 1 other Flag Officer to discuss the complaint. The details of the complaint should be submitted clearly in writing, detailing the issues in point form so they can be responded to by the Commodore.

- (b) In the event that a satisfactory conclusion is not reached by the completion of the process stated above the Member can lodge a petition within 14 days in accordance with these Rules.

31.23 In the event of the Club's Management Committee believing that they are in a position where natural justice or the integrity of the Club may be jeopardized, the Management Committee may have the complaint issue determined by such means as directed by the Club's legal representatives. In such cases the time limit for the issue to be resolved is not subject to the time constraints imposed in the normal course of complaints but should be dealt with as soon as practicable. The Management Committee will not be bound to act on the advice given but must give it due consideration and record accurately the reasons why, if the advice was not acted on.

32. Dispute resolution

32.1 Disputes arising under the Rules

- (a) Rule 32 (Dispute Resolution) 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 Rule 31 of these Rules.
1. 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.
 2. 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 General Manager of the Club and details of, the dispute.
 3. The General Manager must convene a Management Committee meeting within twenty-eight (28) days after receiving the notice of the dispute under this Rule for the Management Committee to determine the dispute.
 4. At the Management 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.
 5. The General Manager must inform the parties to the dispute of the Management Committee's decision and the reasons for the decision within seven (7) days after the Management Committee meeting referred to in Rule 32(a) 4.
 6. If any party to the dispute is dissatisfied with the decision of the Management Committee, they may elect to initiate further dispute resolution procedures as set out in these Rules.

32.2 Mediation

- (a) Rule 32.2 (Mediation) applies:
- i. where a person is dissatisfied with a decision made by the Management Committee under Rule 32.1.

- ii. 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 Management Committee.
- iii. If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Rule 32.1 (a) (i), or a party to the dispute is dissatisfied with a decision made by the Management Committee under Rule 32.1 (a) (v) a party to a dispute may:
 1. Provide written notice to the General Manager of the parties to, and the details of, the dispute;
 2. Agree to, or request the appointment of, a Mediator.
- iv. Party or parties requesting the mediation must pay the costs of the mediation.
- v. The Mediator must be:
 1. a person chosen by agreement between the parties; or
 2. in the absence of agreement:
 - a) if the dispute is between a Member and another Member – a person appointed by the Management Committee; or
 - b) if the dispute is between a Member or more than one Member and the Club, the Management Committee or a Management Committee member then, an independent person who is a Mediator appointed to, or employed with, a not for profit organisation.
- vi. A Member can be a Mediator, but the Mediator cannot be a Member who is a party to the dispute.
- vii. The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- viii. The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the Mediator at least five (5) days before the mediation session.
- ix. The Mediator, in conducting the mediation, must:
 1. give the parties to the mediation process every opportunity to be heard;
 2. allow all parties to consider any written statement submitted by any party; and
 3. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- x. The Mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

32.3 Inability to Resolve Disputes

- (a) 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.

33. Subscriptions and fees

33.1 The annual membership fee shall be fixed as follows;

- (a) Unless otherwise determined in accordance with these Rules, the full membership fee for each Financial Year shall be the membership fee for the previous Financial Year, increased by the CPI Increase.
- (b) The Management Committee may increase the membership fee for a Financial Year above the CPI increase by increasing the full membership fee for the previous Financial Year by a percentage greater than the CPI Increase, but not exceeding 10%.
- (c) The full membership fee for a Financial Year may be increased above the amount fixed in accordance with these Rules at a General Meeting held in that Financial Year.
- (d) The membership fee for a Financial Year fixed in accordance with these Rules shall be due and payable on the first day of that Financial Year, and any increase determined in accordance with these Rules shall be due and payable on the day it is so determined.

33.2 The nomination fees in any Financial Year are set by the Management Committee annually however, can be discounted to allow promotional incentive for special events or functions where so considered appropriate by the Management Committee.

33.3 Subject to these Rules, each Member must pay to the Club, annually on or before the first day of each Financial Year, the amount of the subscription determined under these Rules. Failure to pay by this date can result, at the discretion of the Management Committee, in the Member being struck off the Register of Members.

33.4 The following discounts apply to subscriptions (but not to the nomination fee):

- (a) A Full Member who has been a continuous financial member of the Club for a minimum of the previous five years, and can provide evidence of receipt of full Government Pension - 50% discount;
- (b) Member applying for Membership in:
 - i. the first quarter of a Financial Year - no discount;
 - ii. the second quarter of a Financial year - 25% discount;
 - iii. the third quarter of a Financial Year - 50% discount; and
 - iv. the final quarter of a Financial Year - 75% discount.
- (c) A Full Member who at the 1st January 2013 was receiving a Pension discount other than described in 33.4 (a) above and has been a continuous Member since that date.

33.5 The following principles apply to renewal of membership.

- (a) Annual renewal of membership shall be at the invitation of the Management Committee.
- (b) Invitation to renew will not be unreasonably withheld.

- (c) The rendering of an invoice for the annual membership fee for a Financial Year constitutes an invitation to renew membership for that Financial Year, which may be accepted only by paying the amount of the subscription invoiced.
- (d) The Management Committee may at its absolute discretion extend a further invitation to renew membership to any Member who does not accept renewal on receipt of the original invoice for annual membership.
- (e) Any Member to whom an invitation to renew membership is not extended in accordance with these Rules may appeal to the Management Committee, in writing, within 14 days of notification that they are not being invited to renew membership and, the procedure set out in Rule 31.22 (a), shall apply.

34. Arrears

A Member who has not paid by the due date, any fee, levy or penalty payable to the Club;

- (a) within 14 days of becoming payable may, at the discretion of the General Manager, be suspended from the Club until payment or, an arrangement satisfactory to the General Manager has been established and;
- (b) at the discretion of the General Manager, be denied access to the Club grounds; and
- (c) remains liable to pay any fee, levy or penalty payable but unpaid at the date of termination of membership to the Club; and
- (d) at the discretion of the General Manager, a late payment recovery fee may be applied.

35. General Meetings

35.1 The Management Committee:

- (a) may convene a Special General Meeting at any time and place as it thinks fit;
- (b) must convene an Annual General Meeting in each year which shall be held within 4 months after the end of each financial year or such longer period as may in a particular case be allowed by the Commissioner.
- (c) must, within 30 days of:
 - i. receiving a petition in writing on the official Club form sponsored by and bearing the name and address of a Voting Member as sponsor and author and signed personally by not less than 3% of the Voting Members, convene a Special General Meeting for the purpose specified in that petition; or
 - ii. the General Manager receiving a notice of appeal against a fine, suspension or expulsion from the Club, convene a Special General Meeting to deal with the appeal to which that notice relates.

35.2 The petition referred to in this Rule must:

- (a) state in that petition the justification for which the Special General Meeting concerned is required; and

- (b) be signed by the Voting Member who is the sponsor and author and give full contact details of all signatories on that petition.

35.3 Subject to these Rules, the General Manager must give to all Members not less than 21 days notice of a General Meeting other than the Annual General Meeting and that notice must:

- (a) specify when and where the meeting is to be held; and
- (b) give particulars of the business to be transacted at the General Meeting and of the order in which that business is to be transacted; and
- (c) the business to be transacted at the meeting is confined to the matters set out in that notice.

35.4 Subject to these Rules, the General Manager must give to all Members not less than 21 days notice of an Annual General Meeting and that notice must:

- (a) specify when and where the meeting is to be held;
- (b) give particulars of and the order in which business is to be transacted, as follows:
 - i. consideration of Minutes of the previous Annual General Meeting and any other General Meeting not yet confirmed and motion confirming or amending the same;
 - ii. Commodore's and other reports discussion and adoption or otherwise;
 - iii. Presentation of Statement of Accounts and Balance sheet, discussion and motion of them to be received or otherwise
 - iv. Election of Office Bearers
 - v. Special business of which notice of motion has been given
 - vi. Other business

and the business to be transacted at the meeting is confined to the matters set out in that notice.

35.5 A proposal for a Special Resolution may be moved either at a Special General Meeting or at a meeting convened under these Rules (including the Annual General Meeting), but the General Manager must have given to all Members not less than 21 days notice of the meeting at which a Special Resolution is to be proposed, and in addition to those matters specified in this Rule, as relevant, the notice must also include the resolution to be proposed and state the intention to propose the resolution as a Special Resolution.

35.6 The General Manager:

- (a) must give a notice under these Rules by posting it on the Club's notice board; and
- (b) must give a notice under these Rules to all Members appearing on the Register of Members.

and a notice displayed in accordance with these Rules will be deemed to be properly affected on all Members.

36. Quorum and proceedings at General Meetings

36.1 At a General Meeting, 25 voting Members present and who have registered their attendance in person, constitute a quorum.

36.2 If a quorum is not in attendance within 30 minutes after the time specified for the holding of a General Meeting in a notice given under these Rules.

- (a) as a result of a disciplinary appeal notice or written petition referred to in these Rules, the General Meeting lapses; or
- (b) otherwise than as a result of a request, notice or action referred above, the General Meeting stands adjourned for not more than 30 days.

36.3 The General Manager must give no less than 7 days notice of the place, date and time of a meeting adjourned pursuant to these Rules.

36.4 If within 30 minutes of the time appointed for the resumption of an adjourned General Meeting a quorum is not registered and in attendance, the Voting Members who are in attendance may nevertheless proceed with the business of that General Meeting as if a quorum were present.

36.5 At a General Meeting:

- (a) the person chairing the meeting or the meeting itself by resolution, may institute a ballot for any motion before the meeting.
- (b) proposal for an ordinary resolution can be passed by a simple majority of votes cast, and a proposal for a Special Resolution can be passed only by a majority of not less than 75% of votes cast; and
- (c) votes will be cast by a show of hands, unless during the General Meeting at which the resolution is proposed a poll is demanded in accordance with these Rules:

36.6 At a General Meeting a declaration by the person chairing the meeting:

- (a) that a resolution has been passed as an ordinary resolution by a simple majority of votes cast on a show of hands; and
- (b) that a resolution has been passed as a Special Resolution by a majority of not less than 75% of votes cast on a show of hands;

shall be evidence of that fact unless, during the General Meeting at which the resolution is proposed, a poll is demanded in accordance with these Rules.

36.7 At a General Meeting, a poll may be demanded by the person chairing the meeting or resolution of the meeting itself and, if so demanded, must be taken in the manner and at the time and place that the person chairing the meeting directs.

36.8 If a poll is demanded and taken under this Rule, whether in respect of a proposal for an ordinary resolution or a proposal for a Special Resolution, a declaration by the person chairing the meeting as to the result of the poll is evidence of the matter so declared.

36.9 Any Member qualified to vote, who cannot attend a General Meeting, may apply to the General Manager for an Absentee Voting Package. The voting forms, when duly completed must be sealed in the envelope and sealed inside a second envelope which has the Member's name, membership number and signature on the outside. This envelope must be deposited with the General Manager by post or in person no later than 48 hours before the start time of the meeting at which the vote is to be taken. The General Manager will record and list the names of Members receiving Absentee Voting forms, check the Member's details on the envelopes which are returned by the due time, open the outside envelope and hand the list and the sealed voting envelopes so enclosed, to the appointed scrutineers.

37. Resolutions at General Meetings

37.1 All motions passed at a General Meeting are conclusive and binding on each Member, whether or not the Member:

- (a) was present; or
- (b) was entitled to vote

at that General Meeting.

37.2 Any motion or resolution at a General Meeting which, in the opinion of the person chairing the meeting, affects the policy of the Club or the management of its funds, is to be treated as a recommendation to the Management Committee for consideration and not as binding the Management Committee to act on it.

38. Minutes of meetings

38.1 The General Manager must cause proper minutes of all proceedings of each General Meeting and meeting of the Management Committee to be taken and then to be entered, within 30 days after the holding of the meeting, in a minute book or electronic data file kept for that purpose.

38.2 The General Manager must ensure that the minutes taken of the meeting are checked and confirmed as correct by the person who chaired the meeting to which those minutes relate or by the person chairing the next succeeding General Meeting or meeting of the Management Committee, as the case requires.

38.3 When minutes have been entered and confirmed as correct under this Rule, they are, until the contrary is proved, evidence that:

- (a) the meeting to which they relate was duly convened and held;
- (b) all proceedings recorded as having taken place at the meeting did in fact take place at the meeting; and
- (c) all appointments or elections purporting to have been declared or made at the meeting have been validly declared or made.

39. Voting rights of Members of the Club

Subject to the Rules, each Voting Member present and registered in person at a General Meeting is entitled to a deliberative vote.

If there is no majority in favour of an ordinary resolution at a General Meeting, the person chairing the meeting has a casting vote in addition to his or her deliberative vote.

40. Sub-Committees

40.1 The Management Committee may establish Sub-Committees and their composition as it deems appropriate:

40.2 Any Member in any Class of membership, including any Flag Officer, may be a member of a Sub-Committee.

40.3 All Sub-Committees appointed in accordance with this Rule shall be chaired by a member of the Management Committee and report to the Management Committee details of its proceedings as and when the Management Committee determines.

40.4 Except for the Commodore, if a member of a Committee is absent from more than:

- (a) 3 consecutive meetings of that Committee; or
- (b) 3 meetings of that Committee in the same Financial Year without tendering an apology to the person chairing each of those meetings, of which meetings the member of the Committee received notice, he or she ceases to be a member of that Committee.

40.5 The Management Committee may delegate to any Sub-Committee the exercise of such functions of the Management Committee as are specified in the delegation other than:

- (a) the power of delegation; and
- (b) a function which is a duty imposed on the Management Committee by the Act or any other law.

40.6 The Management Committee may at any time vary or revoke wholly or in part any delegation under these Rules.

41. General Manager

The General Manager shall, subject to the terms of any agreement with that person, receive such remuneration as the Management Committee determines.

The General Manager is responsible for the day to day administration of the Club, within the provisions of these Rules and the Policies set by the Management Committee.

In addition to such other duties as may be determined by the Management Committee, it shall be the duty of the General Manager to;

- (a) appoint, supervise, suspend or remove employees for permanent, casual or temporary services.
- (b) to keep a true record of all General Meetings of the Club and meetings of the Management Committee.
- (c) to maintain an up to date Register of all Members in respect of each Class of membership. That Register shall be readily available for inspection at the Club.
- (d) to maintain such Register or Registers as the Management Committee may from time to time determine.
- (e) to notify all candidates for membership of their election or otherwise.
- (f) To exercise general supervision of the Club property, facilities and amenities.

- (g) co-ordinate the correspondence of the Club;
- (h) 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;
- (i) keep and maintain in an up to date condition the Rules and Policies of the Club;
- (j) maintain the Register of Members including the email, street, postal address or information by means of which contact can be made with each Member;
- (k) update the Register within 28 days of new Members, Members resigning, Members suspended/expelled and in the latter case, include date in which a Member ceases and reasons for cessation of membership.
- (l) maintain the record of office holders of the Club.
 - (a) 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;
- (m) ensure all moneys payable to the Club are collected, and that receipts are issued for those moneys in the name of the Club;
- (n) ensure the payment of all moneys referred to in Rule 41 (m) into the account or accounts of the Club as the Management Committee may from time to time direct;
- (o) ensure timely payments from the funds of the Club, authorised in accordance with Rule 10.3 (d);
- (p) ensure that the Club complies with the account keeping requirements in Part 5 of the Act;
- (q) ensure the safe custody of the Financial Records of the Club and any other relevant records of The Club;
- (r) Co-ordinate 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;
- (s) assist the Treasurer and/or the Auditor in performing their functions

42. Auditor

There shall be an Auditor, not a member of the Management Committee, who shall be appointed by resolution at a General Meeting. The suitably qualified Auditor is to audit the accounting records of the Club and to prepare a report on those records and on the accounts of the Club to be presented to Members at the following Annual General Meeting, showing the financial position of the Club at the end of that Financial Year.

43. Rescue Group accommodation

The Club shall make available accommodation for the Cockburn Volunteer Sea Search and Rescue Group consistent with that provided as at January 2019 (equipment/vessel storage shed and upper level radio/crew room). Maintenance of the accommodation facility is the responsibility of the Rescue Group. The Management Committee may from time to time review any costs associated with use of the facility and forward accounts to the Rescue Group for payment if deemed necessary.

44. Guests

- 44.1** Members shall be at liberty to invite guests to the Club, but the number of guests shall not exceed the maximum number as contained in Section 48(4)(b) of the Liquor Act, as amended from time to time.

45. Liquor Act

- (a) The Club will maintain a club license under the current Liquor Act and its amendments.

- (b) The Club shall ensure a Duty Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Act.
- (c) The Club shall be open for sale of liquor during such hours as the Management Committee shall from time to time determine and as permitted under the Liquor Act.
- (d) No liquor shall be sold or supplied to any juvenile.
- (e) The Club may allow visitors onto the premises, as per the requirements of the Liquor Act.
 - i. Visitors shall not be entitled to be present at any meeting of the Members of the Club, nor have any right, title or interest in or to any of the property of the Club.
 - ii. Visitors will be subject to withdrawal by any Club official, including bar persons, acting in the best interests of the Club
- (f) 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.
- (g) The Club may seek an Extended Trading Permit – Associations to add local Associations as users of the Club facility to hold their functions.

46. Training

The General Manager in co-operation with the Management Committee is responsible to ensure that all employees, volunteers and Committee members have sufficient training to carry out their relevant functions within the Club and keep abreast of revised laws and procedures.

This training will be coordinated and subsidised by the Club.

47. Dissolution of the Club

- (a) The Club may cease its activities and have its incorporation cancelled in accordance with Part 10 of the Act:
 - i. after the Management Committee has determined the Club is able to pay or meet its debts and liabilities; and
 - ii. the Members resolve by Special Resolution that the Club will:
 - 1. apply to the Commissioner for cancellation of its incorporation; or
 - 2. appoint a liquidator to wind up its affairs
- (b) The Club must be wound up in accordance with Part 9 of the Act if:
 - i. the Management Committee has determined the Club is unable to pay or meet its debts and liabilities; or
 - ii. the Management Committee or Members determine by Special Resolution to wind up the Club as a result of financial difficulty resulting in or from:
 - 1. being party to any current legal proceedings; or
 - 2. has any other outstanding legal obligations
- (c) Upon cancellation of the Club, the Surplus Property must only be distributed to one or more of the following:

- i. an incorporated Association under the Act;
 - ii. a body corporate that at the time of the distribution is the holder of a licence under the charitable collections legislation in Western Australia;
 - iii. a company limited by guarantee that is registered as mentioned in section 150 of the Corporations Act 2001 (Cwth);
 - iv. a company holding a licence that continues in force under section 151 of the Corporations Act 2001 (Cwth);
 - v. a body corporate that:
 1. is a Member or former Member of the Club; and
 2. at the time of the Surplus Property is distributed, has rules that prevent the property being distributed to its members;
 - vi. a trustee for a body corporate referred to in Rule 47(c)(v); or
 - vii. a co-operative registered under the Co-operatives Act 2009 that, at the time of the distribution, is a non-distributing co-operative as defined in that Act.
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