



**HILLARYS YACHT CLUB (INC.)**

*Constitution & By-Laws*

**1<sup>ST</sup> July 2007**

## Constitution

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## **TITLE**

1. The name of the Club is the Hillarys Yacht Club (Inc.)

## **OBJECTS**

2. The Objects of the Club are:
  - 2.1 The fostering and encouragement of sea sports with particular attention to sea sports involving family participation;
  - 2.2 The engagement in and promotion of safe practices on land and sea by Club members and by example the furthering of this objective within the community;
  - 2.3 The establishment and maintenance of a sea sports club premises with relevant amenities and facilities for members and their guests upon premises of which the Club is bona fide occupier and not for the purpose of making profits divisible amongst the members or any of them or in support of any object other than the accommodation of members and their guests;
  - 2.4 Affiliation with other kindred sporting associations;
  - 2.5 The fostering and support of the establishment and maintenance of a co-ordinating council for the overall control of aquatic activities in the waters surrounding the Hillarys Boat Harbour with particular emphasis on the conservation and management of our pristine natural environment in order to preserve it for future generations; and
  - 2.6 The promotion of social and sporting activities amongst members in a non political environment.

## **DEFINITIONS AND INTERPRETATIONS**

3. Throughout this Constitution (and all associated Rules and By-laws), unless there is something in the subject or the context inconsistent therewith:
  - 3.1 'boat', 'yacht' or 'vessel' shall include any boat, yacht or vessel whether propelled by sail or power or both. Where it is necessary to distinguish between types of boat, yacht or vessel a prefix such as 'sailing' or 'power' may be used as is appropriate.
  - 3.2 'Club' means the Hillarys Yacht Club (Inc.).
  - 3.3 'Club Boats' includes all vessels owned by the Club but does not include vessels owned or chartered by members.
  - 3.4 'Club Licensed Premises' means those buildings and grounds delineated as licensed premises by the Director of Liquor Licensing.
  - 3.5 'Club Premises' includes the foreshore, grounds, buildings, hard standing, parking areas, racks etc. within the boundaries of the Club's land lease.

- 3.6 'Constitution' means the constitution formally adopted by members of the Club at a General Meeting convened in accordance with the then Constitution of the Club and so duly registered.
- 3.7 'Executive Committee' means the Commodore, Two Vice Commodores, Honorary Treasurer and ex officio the Immediate Past Commodore for one year immediately following his retirement from the office of Commodore.
- 3.8 'Financial Year' shall commence on May 1 each year.
- 3.9 'Flag Officers' of the Club are the Commodore, Two Vice Commodores and Rear Commodores representing each of the approved sections of the Club.
- 3.10 'General Manager' means the person appointed to the position of General Manager in accordance with the provisions of Clause 11.1.
- 3.11 'General Meeting' includes the Annual General Meeting or a Special General Meeting held in accordance with the provisions of this Constitution.
- 3.12 'Liquor Act' means the Liquor Licensing Act 1988 of the State of Western Australia and includes any amendment thereto.
- 3.13 'Management Committee' means the Commodore, Two Vice Commodores, Honorary Treasurer, Rear Commodores representing each of the approved sections of the Club and ex officio the Immediate Past Commodore for one year immediately following his retirement from the office of Commodore.
- 3.14 'Marina' includes all jetties and pens, mooring areas and waters within the boundaries of the Club's sea bed lease.
- 3.15 'Notify' means to notify by printed or written notice posted to or delivered to the member's last known address or by such form of public notification as is decided by the Management Committee.
- 3.16 'Officer' includes the Commodore, Vice Commodores, Rear Commodores, Honorary Treasurer, Trustees and any member of the Club acting in an official capacity.
- 3.17 'Owner' in respect of a boat, yacht or vessel shall mean the owner or owners of it or the exclusive charterer of it or the person entitled to and having exclusive possession of it.
- 3.18 'Trustee' means an eligible member of the Club elected to this position in accordance with the provisions of this Constitution.
- 3.19 Words importing the singular or plural number shall include the plural or singular number respectively and words importing the masculine gender shall include the feminine gender and vice versa unless the context clearly and expressly requires otherwise.
- 3.20 The obligations of a member shall include and bind the personal representatives of that member and where there is more than one member then those obligations shall bind them jointly and each of them severally.

## **POWERS**

### **4. The Club shall have the following powers:**

- 4.1 To purchase, take on, lease, exchange, hire or otherwise acquire and maintain any real or personal property of any kind and any rights and privileges thereto.
- 4.2 To erect, add to, improve, repair, pull down and rebuild buildings, jetties other structures and sporting facilities for the use, accommodation and recreation of members.
- 4.3 To sell, exchange, lease, hire, mortgage, dispose of, turn to account or otherwise deal with all or any part of the real and personal property of the Club.
- 4.4 To borrow or raise or secure the payment of money in such manner as the Club thinks fit with power to issue debentures, grant mortgages, charges or any other class of security upon or charging all or any of the property real or personal, both present and future, of the Club and to redeem or pay off any existing or future security.
- 4.5 To invest and deal with the monies of the Club not immediately required for the purposes of the Club in such manner as may from time to time be determined.
- 4.6 To draw, make, accept, endorse and issue negotiable securities or instruments of whatsoever kind and nature.
- 4.7 To amalgamate, co-operate, affiliate and enter into reciprocal arrangements with any other Club having objects wholly or in part similar to those of the Club.
- 4.8 To conduct social and sporting events, competitions and races and where such events are regulated by bodies to which various sections are affiliated they shall be conducted under the rules of such bodies.
- 4.9 To appoint, employ and pay servants and to dismiss or suspend any servant.
- 4.10 To apply for, obtain and renew from time to time the Club license under the Liquor Licensing Act 1988.
- 4.11 To accept donations whether of real or personal property, estate, devise or bequest.
- 4.12 To hold any property on any trust.
- 4.13 To make gifts to any charitable object in accordance with the law of the State or for any other purpose approved by law.
- 4.14 To take legal action and to obtain professional opinion.
- 4.15 To formulate Club By-laws or Rules as are required.
- 4.16 To do all such other things as are incidental or conducive to the attainment of the Club's objects.

## MEMBERSHIP

### 5. Types of Membership

The members of the Club shall be:

- 5.1 Single Members:** Members over the age of eighteen years other than Senior Sailing Members, Student Members, Country Members, Reciprocal Members, Honorary Members and Honorary Life Members who are elected by the Management Committee.
- 5.1.1. Single members are eligible for election as an Officer of the Club.
  - 5.1.2. Single members are entitled to participate in all activities of the Club and to utilise the Club amenities.
  - 5.1.3. Single members are entitled to vote at General Meetings.
  - 5.1.4. Single members are subject to the Food and Beverage Levy.
  - 5.1.5. Single members are entitled to propose or second persons for membership or office.
  - 5.1.6. Together with payment of their annual subscription, single members shall provide written confirmation of their status as a single person.
- 5.2 Family Members:** Includes the spouse/partner and immediate family under the age of eighteen years.
- 5.2.1. Only one Family member over the age of eighteen years is eligible for election as an Officer of the Club at any one time.
  - 5.2.2. Family members are entitled to participate in all activities of the Club and to utilise the Club amenities.
  - 5.2.3. Only one vote may be cast for each family membership at a General Meeting.
  - 5.2.4. Only one Family member is subject to the Food and Beverage Levy at any one time.
  - 5.2.5. Only one Family member is entitled to propose or second persons for membership or office at any one time.
- 5.3 Senior Sailing Members:** Full financial members (single or family) over the age of eighteen years other than Honorary Members who expressly joined the Club to sail, who indicate their preference to be classified as a senior sailing member and who are elected by the Management Committee.
- 5.3.1. Senior Sailing Members are eligible for election as an Officer of the Club.

- 5.3.2 Senior Sailing Members are entitled to participate in all activities of the Club and to utilise the Club amenities.
- 5.3.3. Senior Sailing Members are entitled to vote at General Meetings.
- 5.3.4 Senior Sailing Members are subject to the Food and Beverage Levy.
- 5.3.5 Senior Sailing Members are entitled to propose or second persons for membership or office.

**5.4 Corporate Members:** A registered company or business which nominates an individual of the company or business as a Single or Family Member.

- 5.4.1 Corporate Members are not eligible for election as an Officer of the Club.
- 5.4.2. Corporate Members are entitled to participate in all activities of the Club and to utilise the Club amenities
- 5.4.3 Corporate Members are entitled to one vote at General Meetings.
- 5.4.4 Only one Corporate Member is subject to the Food and Beverage Levy at any one time.
- 5.4.5 Only one Corporate Member is entitled to propose or second persons for membership or office at any one time.

**5.5 Student Members:** Members over the age of eighteen years and who are full time students at a tertiary institution.

- 5.5.1 Student Members are not eligible for election as an Officer of the Club.
- 5.5.2. Student Members are entitled to participate in all the activities of the Club and to utilise the Club amenities.
- 5.5.3. Student Members are not entitled to vote at General Meetings.
- 5.5.4 A member who transfers from a Family Membership to a Student Membership is not required to pay a nomination fee.
- 5.5.5. Student Members are exempt from the Food and Beverage Levy.
- 5.5.6 Student Members are not entitled to propose or second persons for membership or office.
- 5.5.7 A Student Member who ceases to be eligible for this class of membership may be elected a Single Member, Family Member or Senior Sailing Member in accordance with this constitution except that such student need not be nominated and payment of a nomination fee shall not be required if:

- (a) in the opinion of the Management Committee the student member has been an active member for at least two years; and
- (b) the application for Single, Family or Senior Sailing Membership is received within three months of the student member ceasing to be eligible for that class of membership.

5.5.8 Student members are not entitled to lease, rent or occupy club pens or hardstanding.

**5.6 Country Members:** Members whose usual place of residence is not less than one hundred kilometres from the Club premises by the shortest route.

- 5.6.1 Country Members are not eligible for election as an Officer of the Club.
- 5.6.2 Country Members are entitled to participate in all activities of the Club and to utilise Club amenities.
- 5.6.3 Country Members are not entitled to vote at General Meetings.
- 5.6.4 Country Members are exempt from the Food and Beverage Levy.
- 5.6.5 The Management Committee may at any time restrict the number of Country Members or close this classification of membership for any period.
- 5.6.6 Together with the payment of their Annual Subscription Country Members shall each year provide to the General Manager, proof of their usual place of residence.
- 5.6.7 Country members are not entitled to propose or second persons for membership or office.

**5.7 Reciprocal Members:** Members of other Aquatic Sports Clubs who are elected by the Management Committee.

- 5.7.1 Reciprocal Members are entitled to participate in activities of the Club and to utilise Club amenities.
- 5.7.2 A person may not be elected to Reciprocal Membership unless that person has by way of letter or certificate signed by a proper officer of an Aquatic Sports Club or otherwise satisfied the Management Committee:
  - (a) that the person is currently a financial member of an Aquatic Sports Club.
  - (b) of the type or class of membership of that person in an Aquatic Sports Club.
- 5.7.3 Reciprocal Members may not:

- (a) be nominated for election as an Officer of the Club.
- (b) attend or vote at General Meetings.
- (c) propose or second persons to membership or office.
- (d) register a vessel with the Club.
- (e) use Club insignia.
- (f) enter for Club events or competitions except by invitation.
- (g) be allocated a pen in the Marina, hard standing bay or dinghy storage rack except by special approval of the Management Committee for temporary use.

- 5.7.4 A Reciprocal Member shall cease to be a Reciprocal Member of the Club upon ceasing to be a member of the Aquatic Club to which they were a member when their Reciprocal Membership was approved.
- 5.7.5 Together with the payment of their annual subscription, Reciprocal Members shall each year provide to the General Manager, proof of their continued membership of the relevant Aquatic Sports Club.
- 5.7.6 Reciprocal Members are exempt from the Food and Beverage Levy.
- 5.7.7 A Reciprocal Member wishing to transfer to ordinary membership shall be required to pay the current nomination fee.

**5.8 Honorary Members:**

- 5.8.1 The following persons shall be eligible for election as Honorary Members of the Club:
  - (a) Flag Officers and members of other Aquatic Sports Clubs.
  - (b) Persons who in the opinion of the Management Committee occupy distinguished or public positions and may wish to visit the Club.
- 5.8.2 An Honorary Member may be elected by the Management Committee on its own motion without nomination.
- 5.8.3 A member may make application in writing to a member of the Executive Committee for the appointment of a person as an Honorary Member and such member of the Executive Committee may approve such application for a period of no longer than one calendar month.
- 5.8.4 A person who is on any day visiting the Club:
  - (a) as a member or an official of, or a person assisting a team that is to contest a prearranged event in a particular sport on that day; or
  - (b) at the invitation of a member to engage in a particular sport on that day;

may be accorded Honorary Membership on that day.

- 5.8.5 A person referred to in 5.8.1 (b) who has been elected as an Honorary Member by the Management Committee shall cease to be an Honorary Member at the end of such period of Honorary Membership as has been determined by the Management Committee or upon ceasing to hold or occupy the position of office which had given rise to such eligibility, whichever event shall occur first.
- 5.8.6 Honorary Members are entitled to participate in Club activities and to utilise the Club amenities.
- 5.8.7 Honorary Members are not eligible for election as an Officer of the Club.
- 5.8.8 Honorary Members are not entitled to vote at General Meetings.
- 5.8.9 Honorary Members are exempt from the Food and Beverage Levy.
- 5.8.10 Honorary members are not entitled to propose or second persons for membership or office.
- 5.8.11 Honorary Members are not entitled to lease, rent or occupy Club pens, hard standing or dinghy storage except by special approval of the Management Committee.
- 5.8.12 Honorary Members are not entitled to wear Club Insignia.
- 5.8.13 Honorary Members are not entitled to introduce guests to the Club.

**5.9 Honorary Life Members:** A member who has five years of special outstanding and continuous service or ten years of conspicuous service and who is approved by a majority of the members present at an Annual General Meeting of the Club.

- 5.9.1 Honorary Life Members are eligible for election as an Officer of the Club.
- 5.9.2 Honorary Life Members are entitled to participate in all activities of the Club and to utilise Club amenities.
- 5.9.3 Honorary Life Members are entitled to vote at General Meetings.
- 5.9.4 Honorary Life Members are exempt from the Food and Beverage Levy.
- 5.9.5 Honorary Life Members are entitled to propose or second persons for membership or office.
- 5.9.6 The spouse/partner of an Honorary Life Member is entitled to the same privileges and is bound by the same requirements of membership as the spouse/partner of a family members under clause 5.2.

**5.10 Junior Members:** Persons under the age of eighteen years who may be elected by the Management Committee.

- 5.10.1 Junior Members are not eligible for election as an Officer of the Club.
- 5.10.2 Junior Members are entitled to participate in all activities of the Club and to utilise Club amenities.
- 5.10.3 Junior Members are not entitled to vote at General Meetings.
- 5.10.4 Junior Members are exempt from the Food and Beverage Levy.
- 5.10.5 A Junior Member attaining the age of eighteen years may be elected a Single Member, Family Member, Senior Sailing Member or Student Member in accordance with this constitution except that such junior member need not be nominated and payment of a nomination fee shall not be required if:
  - (a) in the opinion of the Management Committee the junior member has been an active member for at least two years; and
  - (b) the application for Single, Family, Senior Sailing or Student Membership is received within three months of the age of eighteen years being attained.
- 5.10.6 Junior Members are not entitled to propose or second persons for membership or office.
- 5.10.7 Junior Members are not entitled to lease, rent or occupy Club pens or hard standing.

**5.11 Crewing Members:** A person nominated by the Skipper of the Vessel in which he/she periodically competes in Club events and such nomination being seconded by the Rear Commodore of the relevant section.

- 5.11.1 Crewing Members are not eligible for election as an Officer of the Club.
- 5.11.2 Crewing Members are entitled to participate in activities of the relevant section only.
- 5.11.3 Crewing Members are not entitled to attend or vote at General Meetings.
- 5.11.4 Crewing Members are not subject to the Food and Beverage Levy.
- 5.11.5 Together with the payment of their annual subscription, Crewing Members shall each year provide to the General Manager, written certification from his/her regular skipper and the Rear Commodore of the relevant section that he/she is a periodical crew member.
- 5.11.6 Crewing Members are not entitled to propose or second persons for membership or office.
- 5.11.7 Crewing Members are not entitled to lease, rent or occupy Club pens, hard standing or dinghy storage.

- 5.11.8 A Crewing Member wishing to transfer to ordinary membership shall be required to pay the current nomination fee.
- 5.11.9 Crewing members are entitled to use Club amenities only on the day of relevant section events in which they are participating.
- 5.11.10 Crewing members are not entitled to park within the Club grounds.
- 5.11.11 Crewing members are not entitled to introduce guests into the Club.

**5.12 Senior Citizen Members:** A member who is a WA Senior Card Holder and who has been a financial member for five years or more.

- 5.12.1 Senior Citizen Members are eligible for election as an Officer of the Club.
- 5.12.2 Senior Citizen Members are entitled to participate in all activities of the Club and to utilise Club amenities.
- 5.12.3 Senior Citizen Members are entitled to vote at General Meetings.
- 5.12.4 Senior Citizen Members are subject to the Food and Beverage Levy.
- 5.12.5 Senior Citizen Members are entitled to propose or second persons for membership or office.

**5.13 Social Members:** Persons who are elected by the Management Committee.

- 5.13.1 Social Members are not eligible for election as an Officer of the Club.
- 5.13.2 Social Members are only entitled to utilise the facilities of the Club's Licensed premises.
- 5.13.3 Social Members are not entitled to attend or vote at General Meetings.
- 5.13.4 Social Members are subject to the Food and Beverage Levy.
- 5.13.5 Social Members are limited to a maximum of one financial year in this category of membership.
- 5.13.6 Social Members are not entitled to propose or second persons for membership or office.
- 5.13.7 Social Members are not entitled to lease, rent or occupy Club pens, hard standing or dinghy storage.
- 5.13.8 Social Members are not entitled to participate in any Club organised water based competition or to skipper a vessel in a Club race.
- 5.13.9 A Social Member wishing to transfer to ordinary membership shall be required to pay the current nomination fee.

## **5.14 Application for Membership**

- 5.14.1 In addition to any other provisions of this constitution, a person shall not be eligible for election as a member unless:
- (a) the nomination for membership is proposed and seconded by two financial members of the required classification;
  - (b) the nominee completes and signs an application for membership in such form including his/her name and address as the Management Committee may from time to time determine;
  - (c) the nominee declares on the application form that he or she agrees upon election to be bound by the provisions of this Constitution and any Rules or By-laws made thereunder and as are respectively in force at the time of such nomination and as may be thereafter added to, altered or varied from time to time;
  - (d) the application form is accompanied by the required nomination fee; and
  - (e) such details of the applicant as approved by the Management Committee have been displayed by the General Manager in a conspicuous place on the Club premises for not less than fourteen days.
- 5.14.2 A person shall be elected to membership by a ballot of the Management Committee. A vote of one third of the Management Committee Members present against the candidate shall exclude him from election.
- 5.14.3 Membership shall not take effect until such time as the member has paid the required subscription fee.
- 5.14.4 Following acceptance, any change in the members principal details shall be notified in writing to the General Manager and will be accepted at the discretion of the Management Committee.

## **5.15 Membership Register**

- 5.15.1 The General Manager shall cause a register of members to be kept and maintained in which shall be entered the full names and address and date of election of every member and the class of membership to which the member belongs and such register shall be open to inspection by any Inspector of Licensed Premises or a Police Officer.
- 5.15.2 Upon approval of an application for membership by the Management Committee the General Manager shall cause the new member to be issued with a membership card and the name and other relevant details of the member to be placed on the Membership Register.

- 5.15.3 Upon the death, resignation or expulsion from membership of a member the General Manager shall cause that person's name to be deleted from the register.

## **5.16 Cessation of Membership**

- 5.16.1 A member shall cease to be a member of the Club:
- (a) On the member's written resignation or death or at the discretion of the Management Committee upon the member being declared bankrupt or convicted of any indictable criminal offence.
  - (b) Upon defaulting in payment of monies other than subscription fees due and owing to the Club as referred to in clause 24.5 and which are not subject of a prior written agreement for payment.
- 5.16.2 A member wishing to resign from the Club may do so by notice in writing to the General Manager and upon receipt of such notice he shall cease to be a member but this will not remove the liability of the member to pay any outstanding monies owed to the Club

## **5.17 Member's Guests**

- 5.17.1 A person who is not a member shall not be admitted to any part of the Club Licensed Premises except as provided for by this Constitution.
- 5.17.2 A member hosting a function approved by the Management Committee may introduce individual guests in the member's company without limit to numbers. A member may introduce up to five guests in the member's company at other times.
- 5.17.3 The Management Committee may prescribe parts of the Club to which guests shall not be admitted. Notices defining the areas shall be displayed on the Club notice board.
- 5.17.4 A member's guests shall not be supplied with liquor to be consumed other than in the Club Licensed Premises.
- 5.17.5 A member shall not regularly introduce the same person as a guest.
- 5.17.6 A member shall not introduce as a guest to the Club Premises, any person who the Management Committee has determined is a person not eligible for introduction as a guest.

## **5.18 Members Rights**

- 5.18.1 A member may at any reasonable time and by appointment made with the General Manager inspect without charge the records and documents of the Club.

## **5.19 Discipline - Protocol Committee**

5.19.1 Where a written complaint is made in respect of:-

- a) a member or the guest of a member failing to comply with the provisions of this Constitution or the Rules or By-laws of the Club or any order or direction of the Management Committee or of any General Meeting, or
- b) the conduct of a member or the guest of a member, which in the opinion of the Management Committee was unbecoming of a member or the guest of a member, prejudicial to the best interests of the Club, or calculated in any manner or likely to impair or affect the enjoyment of the Club by other members,

the Management Committee may refer such complaint to a Protocol Committee convened for the purpose of first enquiring into such complaint, then hearing the matter and making its decision in accordance with the provisions of clause 5.19.6. In respect of a complaint against the guest of a member, any action taken by the Protocol Committee shall be against the member who introduced the guest to the club.

5.19.2 Two (2) members of the Protocol Committee shall be selected from a pool comprising Past Commodores, Past Flag Officers and Life Members. The third member shall be selected from the General Membership. The three (3) members shall be nominated by the Executive Committee on a rotational basis and shall select a Chairman from within their ranks.

5.19.3 It shall be the responsibility of the Chairman of the Protocol Committee to ensure that a member against whom a complaint has been made is notified at least twenty-eight (28) days prior to the date of the Protocol Committee hearing at which the complaint will be heard. Such notification is to be made in accordance with the requirements of Clause 5.19.4.

5.19.4 Any notice to a member against whom a complaint has been made shall be posted by registered letter, addressed to the last known address of the member, and it shall be deemed to have been served on the member forty-eight (48) hours after posting, notwithstanding that the member may not have received the same.

5.19.5 In respect of Protocol Hearings:-

- a) The Protocol Committee shall adhere to the principles of natural justice.
- b) At the commencement of the Protocol Hearing the complaint shall be read to the member.

- c) The member shall be entitled to attend such Protocol Hearing, call evidence in their defence and be allowed to explain their conduct or defend themselves.
- d) Neither the members of the Protocol Committee, the Protocol Committee itself nor the member shall be entitled to legal representation.
- e) Should the member not attend, the Protocol Hearing may proceed in their absence.
- f) In lieu of attending, the member may submit a written explanation or defence which must reach the General Manager at least twenty-four (24) hours prior to the date of the Protocol Hearing.
- g) Upon written application to the General Manager, the member shall be given access to and a copy of all documentation applicable and relevant to the complaint, held by the Club, at least fourteen (14) days prior to the Protocol Hearing.
- h) The member shall be notified of such right (to access to and a copy of all documentation) in the notice referred to in Clause 5.19.4.

5.19.6 Having heard the complaint, the Protocol Committee shall, within ten (10) days of the Protocol Committee hearing, provide to the Management Committee a written report outlining the complaint, details of the evidence presented, and the reasons for their decision which shall be:

- a) the complaint be dismissed; or
- b) a monetary penalty not more than the annual family subscription fee be imposed; or
- c) the member be reprimanded; or
- d) the member be suspended for a nominated period; or
- e) the member be expelled,

At arriving at a penalty the Protocol Committee may take into account any previous adverse Protocol Committee findings against the member.

5.19.7 The written report referred to in 5.19.6 shall be sent at the same time to the Management Committee and to the member complained against. Such notification to the member is to be made in accordance with the requirements of Clause 5.19.4.

- 5.19.8 a) Where a member against whom a complaint has been heard is aggrieved by the decision of the Protocol Committee, such member may lodge a notice of appeal in writing to the Management Committee within twenty-eight (28) days of the date of posting of the notice referred to in Clause 5.19.6.
- b) Such notice of appeal must state all of the grounds of appeal on which the member intends to rely on and set out all of such grounds in detail.
- c) Upon receipt of such notice of appeal the matter shall be considered and determined at a meeting of the Management Committee convened within twenty one (21) days of such receipt. The Management Committee shall either confirm the decision (and penalty if relevant) of the Protocol Committee or make a different decision (and penalty if relevant) in accordance with the provisions of Clause 5.19.6.
- 5.19.9 Within ten (10) days of the Management Committee Meeting at which the appeal is determined, the member shall be notified in writing of the outcome of the appeal, reasons for the outcome and any penalty if relevant. Such notification is to be made in accordance with the requirements of Clause 5.19.4
- 5.19.10 Where a member who has lodged a notice of appeal to the Management Committee is aggrieved with the decision of the Management Committee and desires to challenge such decision, the member may initiate a Special General Meeting utilizing the provisions of Clause 18.3. The member may seek reasonable assistance from the General Manager to facilitate this process. On request from the member, the General Manager shall provide reasonable assistance.
- 5.19.11 No legal representation shall be allowed for either party to an appeal.

## **FEES**

### **6. Annual Subscriptions**

- 6.1 The annual subscription for Family Membership of the Club shall be determined by the Management Committee, provided that the same shall not be increased in any one year by more than the rate of the Consumer Price Index for Perth without the approval of an Annual General Meeting or a Special General Meeting.

6.1.1. The normal period of membership shall be twelve months commencing on May 1 each year, however, the Management Committee may determine and set a longer period of membership for an individual member or members.

6.2 All other subscriptions and nomination fees shall be expressed as a percentage of the Family Membership subscription as shown in the following table:

<b>Category of Membership</b>	<b>Subscription</b>	<b>Nomination Fee</b>	<b>Food &amp; Beverage Levy P/A</b>
Single	85%	120%	\$180.00
Family	100%	120%	\$180.00
Senior Sailing	100%	120%	\$180.00
Corporate	100%	120%	\$180.00
Student	20%	20%	Nil
Country (Family)	50%	120%	Nil
Country (Single)	42.5%	120%	Nil
Reciprocal	50%	120%	Nil
Honorary	Nil	Nil	Nil
Honorary Life	Nil	Nil	Nil
Junior	15%	15%	Nil
Crewing	20%	Nil	Nil
Senior Citizen (Family)	75%	120%	\$180.00
Senior Citizen (Single)	63.75%	120%	\$180.00
Social	35%	Nil	\$180.00

6.3 Any member who does not notify the General Manager in writing before April 30 of his resignation from the Club shall be liable for the subscription for the year commencing on May 1 of that year.

6.4 A member who gives written notice to the General Manager of his resignation from the Club ceases to be a member on receipt of such notice but remains liable to pay to the Club any monies owing at the time of his resignation.

6.5 All subscription fees are due and payable by May 31 irrespective of receipt of notice and any member whose subscription fees are in arrears for sixty days from the start of the financial year, shall, unless otherwise specifically agreed to in writing by the Management Committee be deemed unfinancial with all rights and entitlements of membership being suspended including the right to be elected to or hold any office and the right to attend any General Meeting.

6.6 Not less than fourteen days prior to the expiration of the period of sixty days referred to in 6.5 the member in arrears shall be notified of his impending unfinancial status and that if the outstanding amount is not paid within fourteen days of the date of this notification the privileges of membership shall be withdrawn.

6.7 Should the member not comply with the requirements of clauses 6.5 and 6.6 his name will be removed from the register of members and he shall not be allowed to be introduced into the Club as a guest until such time as all outstanding monies owed are paid in full.

- 6.8 The first subscription fee for a new member shall be set pro-rata with respect to the number of whole months remaining from the date of acceptance to the end of the membership year on April 30, with the exception of crewing members who shall not be entitled to pro-rata membership fees.
- 6.9 The Management Committee reserves the right to not renew a members subscription without appeal.
- 6.10 Where a past member applies to rejoin the Club within two years of their previous membership expiring or terminating, the Management Committee have the discretion in special circumstances to waive the nomination fee.
- 6.11 Levies**
- 6.11.1 If so determined in a General Meeting a levy for a special purpose may be imposed upon and shall be payable by members of the Club provided that no levy shall be payable by Student, Reciprocal, Honorary, Junior or Crewing Members.
- 6.11.2 The Management Committee shall have power to impose one levy upon members of the Club not exceeding twenty per cent of the current family member subscription in any financial year for a specific objective provided that no such levy shall be payable by Student, Reciprocal, Honorary, Junior or Crewing Members.
- 6.11.3 A Food and Beverage Levy shall be imposed upon and be payable by members each quarter commencing May 1 provided that such levy shall not be payable by Student, Country, Reciprocal, Honorary, Honorary Life, Junior or Crewing Members.
- 6.11.4 The Food and Beverage Levy may be changed by the Management Committee provided that if it is to be increased more than twenty per cent in any one financial year it will require ratification by a General Meeting.
- 6.11.5 Upon payment of the Food and Beverage Levy a member shall be issued with vouchers which will remain valid until the 30th of April of the current financial year in which they are issued. Food and beverage vouchers may be redeemed for food and beverages only.
- 6.11.6 Where a member subject to the Food and Beverage Levy provides evidence to the satisfaction of the Management Committee of the member's impending absence from the Club for a period in excess of six (6) months whilst, cruising, on holidays or working; or evidence of the member's usual place of residence being not less than one hundred (100) kilometres by the shortest route from the club premises, the Management Committee may authorize an exemption from the payment of such Levy for a period not exceeding twelve (12) months. Should the member's absence extend beyond twelve (12) months then a further application can be made and considered two months prior to the expiration of the original period.

## **OFFICERS**

7.1 The Elected Officers of the Club shall consist of a Commodore, Two Vice Commodores, a Rear Commodore for each Section as approved by the Management Committee (hereinafter referred to as 'Flag Officers'), an Honorary Treasurer and three Trustees .

### **7.2 Election**

7.2.1 Any eligible member of the Club as defined in clauses 5.1 to 5.13 may be nominated for the position of Flag Officer, Honorary Treasurer or Trustee, provided that in the case of Commodore the member has served at least twelve months on the Management Committee during the three financial years immediately prior to the date of election and in the case of a Trustee the member does not hold or relinquishes any position on the Management Committee prior to taking up office as a Trustee.

7.2.2 Nominations for the positions of Commodore, Vice Commodore, Honorary Treasurer or Trustee shall be in writing signed by the candidate and also by two eligible members of the Club as defined in clauses 5.1 to 5.13 as proposer and seconder and shall be lodged with the General Manager no later than forty-five days prior to the Annual General Meeting.

7.2.3 The approved Sections shall hold an Annual Meeting at least forty five days prior to the Annual General Meeting of the Club at which a member of each section shall be elected as the Rear Commodore for that section for the ensuing financial year and shall take office immediately after confirmation of appointment at the Annual General Meeting of the Club.

7.2.4 The Commodore, two Vice Commodores, Rear Commodores and Honorary Treasurer shall be elected annually. Each Trustee shall be elected for a term of three years with the appointment being reconfirmed for years two and three at the relevant Annual General Meeting.

7.2.5 In the event of a casual vacancy occurring in the office of Commodore, Vice Commodore or Honorary Treasurer the Management Committee may appoint one of themselves or a suitably qualified and eligible member to act in the vacant position until the next Annual General Meeting.

7.2.6 In the event of a casual vacancy occurring in the office of Rear Commodore the section concerned may at a section meeting nominate a suitably qualified and eligible member to act in the position of Rear Commodore or the Management Committee may appoint a member until the next Annual General Meeting of the Club.

7.2.7 In the event of a casual vacancy occurring in the office of Trustee, the Management Committee may appoint a suitably qualified and eligible member who is not a member of the Management Committee to act in the vacant position until the next Annual General Meeting.

7.2.8 A casual vacancy occurs in any of the offices referred to in 7.2.5, 7.2.6 and 7.2.7 when the officer:

- (a) dies;
- (b) by notice in writing delivered to the Commodore or if the officer concerned is the Commodore to a Vice Commodore resigns from the office;
- (c) is convicted of an indictable criminal offence;
- (d) is permanently incapacitated by mental or physical ill health;
- (e) other than a Trustee is absent from more than three consecutive Management Committee Meetings without an acceptable reason;
- (f) other than a Trustee is absent from three Management Committee Meetings of which he has received notice, without tendering an apology to the officer presiding at each of those meetings;
- (g) ceases to be a member of the Club; or
- (h) in the case of a Trustee, fails to attend more than three consecutive meetings of the Board of Trustees, ceases to reside in the State, becomes bankrupt or assigns his estate for the benefit of his creditors.

### **7.3 Patron**

7.3.1 A Patron (recommended by the Management Committee) and if considered necessary a Vice Patron (recommended by the Management Committee) may be elected at each Annual General Meeting and shall hold office until the next succeeding Annual General Meeting and may be eligible for re-election.

### **7.4 Duties and Powers of Elected Officers**

7.4.1 Commodore

The Commodore shall exercise a general supervision over all affairs of the Club, the enforcement of rules and By-laws, and shall when present preside at all General Meetings, Executive Committee and Management Committee meetings of the Club. The Commodore is responsible for the smooth running of the Club. The Commodore is an ex officio member of all committees and sub-committees within the Club.

7.4.2 Vice Commodores

It shall be the duty of the Vice Commodores to chair any committees as determined by the Management Committee and to assist the Commodore and in the absence of the latter to officiate in the Commodore's stead.

7.4.3 Rear Commodores

It shall be the duty of each Rear Commodore to manage his section, to represent such section at the Management Committee or if he is unable to attend to arrange a proxy, to assist the Commodore and Vice Commodores and in their absence a Rear Commodore may officiate in their stead.

#### 7.4.4 Honorary Treasurer

7.4.4.1 The Management Committee may at any time grant a salary or stipend to the holder for the time being of the office of Honorary Treasurer.

7.4.4.2 It shall be the duty of the Honorary Treasurer:

- (a) to cause to be kept proper books of account which shall be submitted for examination by the Auditor at any time and to present to each meeting of the Management Committee and at every General Meeting as requested, correct detailed statements of accounts showing the condition of the Club's funds and property to date;
- (b) to make available all books and statements of account for inspection at any time by any member of the Management Committee;
- (c) to present at each Management Committee meeting a list of members in arrears with their subscriptions, fees or accounts;
- (d) to prepare and produce at the Annual General Meeting an audited statement of income and expenditure, a trading account, a statement of assets and liabilities and a Balance Sheet for the previous twelve months;
- (e) to exercise a watchful supervision over all the financial transactions of the Club; and
- (f) to provide assistance and advice to the Board of Trustees as and when required.

#### 7.4.5. Trustee

It shall be the duty of a Trustee, as a member of the Board of Trustees, to monitor the administration of the Club to ensure compliance with the provisions of this Constitution.

## MANAGEMENT

### 8 Executive Committee

- 8.1 The Executive Committee shall consist of the Commodore, the two Vice Commodores and the Honorary Treasurer. The Immediate Past Commodore shall ex officio be a member of the Executive Committee for one year immediately following his retirement from the office of Commodore.
- 8.2 The Executive Committee shall be responsible for monitoring the major financial transactions of the Club, for managing the major assets of the Club and for planning and managing major capital works in progress.
- 8.3 The actions and recommendations of the Executive Committee must be endorsed by the Management Committee before they can be given effect to.

## **9. Management Committee**

- 9.1 The Management Committee shall consist of the Commodore, the two Vice Commodores, the Honorary Treasurer, and the Rear Commodores of each section. The Immediate Past Commodore shall ex officio be a member of the Executive Committee for one year immediately following his retirement from the office of Commodore.
- 9.2 The Management Committee shall in addition to all other powers conferred by this Constitution, have the power from time to time:
- (a) to make such By-laws or Rules as may be necessary for the management of their own proceedings and of the Club provided that no such By-law or Rule made shall be inconsistent with this Constitution;
  - (b) to appoint committees and sub-committees of members for specific purposes and where considered appropriate to delegate power to such committees or sub-committees or the chairmen of same to act;
  - (c) to co-ordinate and approve the activities of the various sections of the Club;
  - (d) to oversight all entertainment, social functions, competitions and other events organised by sections of the Club, where necessary to alter the dates of same, to set entry fees or other charges in respect of same and to resolve any dispute associated with any such event;
  - (e) to construe the clauses of this constitution for all purposes, such constructions to be final unless rescinded by a general meeting of members; and
  - (f) to pay to any servant of the Club any gratuity for services rendered and to grant any honorarium as the Management Committee deem fit.
- 9.3 All acts done at any meeting of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the Management Committee or of any member thereof or that any member was disqualified, be as valid as if every such member had been properly appointed and was properly qualified to act.

## **10. Board of Trustees**

- 10.1 A Board of three Trustees shall be appointed for the purpose of monitoring constitutional compliance as it applies to the administration of the Club.
- 10.2 Within one month of the Annual General Meeting each year the Board of Trustees shall meet to appoint a Chairman from amongst their members and thereafter shall meet on an as needs basis.
- 10.3 The Board of Trustees may only accept a written complaint from a member or members in respect of any alleged non compliance with the provisions of this Constitution by the Management Committee.
- 10.4 Such written complaint must clearly outline the date and details of the alleged breach, quoting the relevant clause or clauses of the Constitution and must be signed and dated by the member or members making such complaint.

- 10.5 The Board of Trustees should meet to consider such complaint at the earliest possible opportunity.
- 10.6 If considered necessary the Board of Trustees may call a special meeting of the Management Committee to address the issue raised in the complaint.
- 10.7 The Board of Trustees shall inform the member or members making the complaint of the outcome of the complaint.
- 10.8 The Board of Trustees in their own right have the authority to call a Special General Meeting of the members of the Club.
- 10.9 The Board of Trustees may call upon the Hon Treasurer to assist them with their duties or to obtain professional advice as and when required.
- 10.10 Each member of the Board of Trustees is to be provided with a copy of the minutes of each meeting of the Executive Committee, the Management Committee and the Finance Committee.
- 10.11 The Chairman of the Board of Trustees shall prepare a written Annual Report on the activities of the Board for the previous twelve months and shall present such report at the Annual General Meeting.

## **11 General Manager**

- 11.1 The Management Committee on the recommendation of the Executive Committee shall appoint a person to be General Manager.
- 11.2 The General Manager shall be responsible to and report to the Management Committee.
- 11.3 In addition to such duties as are specified in the constitution, rules or by-laws of the Club, it shall be the duty of the General Manager :
  - (a) to manage the trading activities of the Club;
  - (b) to manage the clerical administration of the Club;
  - (c) to maintain the Club's assets, property and grounds;
  - (d) to receive and receipt all monies and subscriptions paid to the Club;
  - (e) to attend and keep a true record of all General Meetings, Executive Committee Meetings and Management Committee Meetings of the Club;
  - (f) to act as the Administrative Secretary nominee in respect of the Club's Liquor License and to ensure compliance with any requirement of the liquor licensing laws as they relate to the renewal of such license;
  - (g) to maintain a register of all Club members and of the category of membership of each member;
  - (h) to maintain a register of all yachts, power boats and other vessels owned by Club members;
  - (i) to maintain a register of all pens and other areas on Club premises which are leased, sub-leased or occupied by particular members;
  - (j) to maintain the necessary records of the Club's operations and activities and the required records and books of account;

- (k) to exercise the day to day management of the Club premises and property and to control the staff employed by the Club;
- (l) to assist in all aspects of the Club's development and improvement; and
- (m) to carry out such other duties and functions as the Management Committee may determine from time to time.

11.4 The General Manager has the authority to engage and dismiss employees of the Club.

11.5 Subject to the clauses of this constitution and the term and conditions of employment of the General Manager, the business of the Club shall be managed by the General Manager who may exercise all powers of the Club except those clauses required to be exercised by the Club in general meeting, subject nevertheless to these clauses and to such rules or By-laws not inconsistent with these clauses as may be prescribed by the Club in general meeting, but no rule or By-law made by the Club in general meeting shall invalidate any prior act of the General Manager which would have been valid if such rule or By-law had not been made.

11.6 The General Manager shall be entitled to all the privileges of a Family Member excluding the privileges and requirements of sub-clauses 5.2.1, 5.2.3, 5.2.4 and 5.2.5 during such time as he holds the appointment of General Manager.

## **12. Employees**

12.1 No person under the age of eighteen years may be employed in the Club except in clerical, manual or administrative duties.

12.2 All employees of the Club shall, as a condition of employment and prior to the end of their probationary period, produce a Police Clearance Certificate.

## **13. Sections**

13.1 The approved sections of the Club at the present time are Sailing, Angling, Power, Diving and Pens & Moorings.

13.2 With the exception of the requirement for a Treasurer in the Pens and Moorings Section, each section of the Club will elect a committee comprising the Rear Commodore (Chairperson), Secretary, Treasurer, Safety Officer (where applicable) and such other officers as they consider necessary, all of whom shall be responsible for the smooth operation of the section.

13.3 Any vacancy on a section committee shall be filled from within that section or by appointment by the Management Committee.

13.4 Any section committee may form a sub-committee or division to carry out a specific function or task within that section.

13.5 Sub-committees or divisions of sections must report to the monthly meetings of the section committee.

- 13.6 Section committees shall report to the Management Committee monthly through the Rear Commodore of that section. Such reports shall include a financial statement and a calendar of proposed events or meetings for the section.
- 13.7 No section committee may make a rule or By-law that is inconsistent with the constitution or the rules or By-laws of the Club.
- 13.8 Section committees are subject to the authority and control of the Management Committee.
- 13.9 Minutes shall be taken of all section committee, sub-committee or division meetings and a copy signed by the chairperson provided to the General Manager for club records.

#### **14. Committees**

- 14.1 The Chairperson of any such committee or sub-committee who is not a member of the Management Committee may be invited to attend Management Committee Meetings but shall only have a voice at such meetings at the invitation of the Chairperson of the Management Committee Meeting so attended.
- 14.2 Committees and sub-committees shall be created to perform a particular function and shall not have authority to act independently of or to commit the Club in any matter whatsoever.
- 14.3 Whenever possible the Executive Committee or Management Committee should record their instructions to committees or sub-committees and provide a time frame for the achievement of the committee's or sub-committee's goals.
- 14.4 The chairperson of a committee or sub-committee shall report at intervals set by the Executive Committee or Management Committee and shall obey the instructions of such committees.

#### **15 Indemnity and Exclusion of Liability**

- 15.1 Every officer or servant of the Club acting in the performance or intended performance of their duties as an officer or servant of the Club shall be indemnified out of the property of the Club against any liability incurred by him in his capacity as officer or servant in defending any proceedings whether civil or criminal unless the liability was incurred by the officer or servant through his own dishonesty, negligence, lack of good faith or breach of duty.
- 15.2 The Club and/or its officers or servants acting in performance or intended performance of their duties as an officer or servant of the Club shall not be liable nor shall action at the instance of any member of the Club lie against the Club and/or any officer or servant of the Club in respect of any actions, claims, demands of any kind on account of anything done or omitted to be done resulting in any injury, loss or damage to any person or property howsoever and wheresoever arising notwithstanding that such injury, loss or damage may have been caused by the negligence or wrongful act or default of the Club and/or its officers or servants.

## MEETINGS

### 16. General Provisions

- 16.1 All resolutions passed at duly convened meetings of the Club shall be conclusive and binding on all members of the Club whether they shall be present at such meetings or not.
- 16.2 The Management Committee may postpone any meetings of the Club to such time and place as it thinks fit so long as such time does not exceed one calendar month from the original date proposed and the business transacted at such postponed meeting shall be as valid as if it had been transacted at the meeting first appointed.
- 16.3 Meetings of the Club shall be conducted in accordance with the Standing Orders of the Club and where matters not dealt with in such Standing Orders arise then such matters shall be governed by the customary procedure at meetings.
- 16.4 At any meeting voting on a motion shall be by a show of hands of those present and entitled to vote and such motion shall be accepted or rejected by a simple majority unless a poll is demanded by the Chairperson or by not less than fifty per cent of the members present and entitled to vote. In the case of matters of a sensitive nature the Chairperson may direct that a secret ballot be held.
- 16.5 Unless a poll is demanded in accordance with the provisions of clause 16.4, a declaration by the Chairperson that the motion has been carried, carried unanimously or lost shall be final and conclusive. If a poll is demanded in accordance with clause 16.4 it shall be taken in such a manner as may for the time being be provided by the By-laws or in the absence of such provision as the Chairperson may direct.

### 17. Annual General Meeting

- 17.1 An Annual General Meeting shall be convened on or before the 14th of July in each year at a time and place to be determined by the Management Committee to consider the following business:
- (a) to confirm the minutes of the previous Annual General Meeting and of any Special General Meeting held since the preceding Annual General Meeting;
  - (b) to receive the annual report of the Commodore;
  - (c) to receive the Balance Sheet, Profit and Loss Account Report and Trading Account Report up to and including April 30 of that year;
  - (d) to receive the Auditor's Report of such Balance Sheet and Account Reports;
  - (e) to receive the annual report of the Board of Trustees;
  - (f) to elect the members of the Executive Committee;
  - (g) to endorse the Section nominations for membership of the Management Committee;
  - (h) to elect a Patron and if necessary a Vice Patron for the ensuing year;
  - (i) to endorse the Management Committee's appointment of an Auditor for the ensuing year;
  - (j) to elect or reconfirm the appointment of Trustees .

- (k) to consider any notices of motion lodged in accordance with the requirements of the constitution;
  - (l) to determine subscription and nomination fees if appropriate; and
  - (m) to consider any other business as may be considered appropriate by the chairperson.
- 17.2 Not less than two calendar months notice of the Annual General Meeting shall be given to all members by notice in writing forwarded to each member at their registered address.
- 17.3 Any business not covered in 17.1 must be by way of a motion in writing moved and seconded by full financial eligible members and lodged with the General Manager not less than forty-five days prior to the date of the Annual General Meeting.
- 17.4 The General Manager will at least one calendar month prior to the date of the Annual General Meeting advise members of the business of the meeting including any nominations for office and motions of business.
- 17.5 All Annual General Meetings shall be chaired by the Senior Executive Committee Member present and in the absence of any such member by a member elected by the majority of the members present.
- 17.6 A quorum at an Annual General Meeting shall be not less than fifty financial members who are entitled to vote at such meetings.
- 17.7 The order of business at an Annual General Meeting shall be in accordance with the order of the items in clause 17.1.
- 17.8 If within half an hour of the time appointed for an Annual General Meeting, a quorum of members is not present, the meeting shall stand adjourned to a date to be fixed by the members present being no more than one calendar month or less than seven days after the date for which the meeting was first called and if at such adjourned meeting a quorum of members is not present the members present shall be a quorum and may transact the business for which the meeting was called.

## **18 Special General Meetings**

- 18.1 The Management Committee shall have the power to call Special General Meetings of the members of the Club to be held on such a day and at such time and place as the Management Committee may appoint.
- 18.2 The Board of Trustees shall have the power to call Special General Meetings of the members of the Club to be held on such day and at such time and place as the Board of Trustees may appoint.
- 18.3 The Management Committee shall be bound to call a Special General Meeting of the members of the Club within twenty-eight days of the General Manager receiving a written request to do so, signed by at least fifty members eligible to vote at a General Meeting and such written request must state the purpose of the meeting

which should be in the form of a motion or motions and such motion or motions shall be the only business of such meeting.

- 18.4 Notice of any Special General Meeting shall be given to every member by forwarding written notice to such member at their last known address.
- 18.5 A quorum at a Special General Meeting shall be not less than fifty financial members who are entitled to vote at such meetings.
- 18.6 All Special General Meetings shall be chaired by the Senior Executive Committee member present and in the absence of such member by a member elected by the majority of members present.

## **19. Executive Committee Meetings**

- 19.1 A meeting of the Executive Committee may be convened by the Commodore or any two members of the Executive Committee other than the Commodore, by giving twenty-four hours notice of such meeting.
- 19.2 Three members of the Executive Committee shall constitute a quorum.

## **20. Management Committee Meetings**

- 20.1 A meeting of the Management Committee may be convened by any member of the Executive Committee or by any two members of the Management Committee not being members of the Executive Committee, by giving forty-eight hours notice of such meeting.
- 20.2 Two Executive Committee Members and three Rear Commodores of the Management Committee shall constitute a quorum and if votes be equal the senior officer voting shall have a casting vote.
- 20.3 Should a Rear Commodore of a Section not be available to attend a meeting of the Management Committee the Rear Commodore shall appoint a member of the relevant Section Committee to attend as a proxy.

## **21. Section Committee Meetings**

- 21.1 Section Committee Meetings shall be called by the Rear Commodore of each Section as often as shall be deemed appropriate by the rear Commodore, provided that any two members of any section may request the calling of a meeting of any Section Committee.
- 21.2 A quorum of a Section Committee shall consist of not less than two thirds of the members of that Section Committee at any particular time.

## **22. Committee and Sub-Committee Meetings (Other than Section Committees)**

- 22.1 Committee Meetings and Sub-Committee Meetings shall be called by the Chairperson of such committee or sub-committee as often as shall be deemed appropriate by the Chairperson.

- 22.2 A quorum of a Committee or Sub-Committee shall consist of not less than two thirds of the members of that Committee or Sub-Committee at any particular time.

## **FINANCE**

### **23 Income**

- 23.1 The income of the Club shall be applied solely towards the promotion of the objects of the Club. No portion of the income shall be paid, transferred or distributed directly or indirectly to the members of the Club, provided that nothing shall prevent the payment in good faith of remuneration to any officer or employee of the Club or to any person other than a member, in return for services rendered to the Club or to a member engaged contractually in the course of their normal business.

### **24 Accounts**

- 24.1 Accounts with financial institutions shall be in the name of the Hillarys Yacht Club (Inc.) and all drawings or electronic payments:
- 24.1.1 shall be authorised by any two of the following:
- (a) The Commodore.
  - (b) The Vice Commodores
  - (c) The Honorary Treasurer.
  - (d) The General Manager.
- 24.2 Accounts for leases and rentals of pens, hard standing and other boat accommodation are payable in advance. Any such account which remains unpaid by the due date may incur a penalty in the form of a pro rata charge for short term accommodation, as set out in the Club's current pen and hard standing rental schedule, until payment is made.
- 24.3 Accounts for all functions, seminars and other special events are payable within seven days of the date of invoice.
- 24.4 All accounts rendered for other monies due are payable within thirty days of the date of invoice.
- 24.5 Any account other than for membership fees which remains unpaid for more than sixty days shall be presented to the Management Committee, who may by notice in writing request payment of the outstanding amount within fourteen days together with any costs incurred by the Club. If such notice is not complied with the Management Committee may at its discretion apply the same provisions as apply to the non payment of membership fees.
- 24.6 Nothing contained within clause 24.5 in any way precludes the Club from taking legal action to recover the debt.
- 24.7 Fees, charges or other costs imposed upon the Club by statute and which relate to a previous contract or agreement between the Club and an individual member or members shall become due and payable by that member or those members.

**25. Section Funds**

- 25.1 Section Committees must forward surplus funds to the Honorary Treasurer and only retain sufficient funds with which to operate.

**26. Contractual Liabilities**

- 26.1 No goods shall be procured nor any liability incurred nor any contract entered into except:

- (i) upon an order signed by an officer or servant of the Club authorised to do so by the Management Committee; or
- (ii) under the Club's common seal as provided in Clause 28.

No member of the Club shall pledge the Club's credit in any way whatsoever other than in strict conformity with this sub-clause, and if any member contravenes such rule, that member shall be solely responsible for the liability so incurred.

- 26.2 No Executive Committee or Management Committee may commit the Club to expenditure of a capital nature that is anticipated to be in excess of \$100,000 without the approval of a majority of members entitled to vote at a General Meeting.
- 26.3 No Executive Committee or Management Committee may commit the Club to any form of contractual liability that is in excess of \$100,000, without the approval of a majority of members entitled to vote at a General Meeting.
- 26.4 No Executive Committee or Management Committee may at any time commit the Club to any form of investment, other than with the Club's Bankers without the approval of a majority of members entitled to vote at a General Meeting.

**27. Auditor**

- 27.1 A professional auditor shall be appointed by the Management Committee at its meeting immediately prior to the Annual General Meeting and such appointee takes office at the Annual General Meeting.
- 27.2 The auditor may be required to retire after three years of service.
- 27.3 If any casual vacancy occurs in the office of auditor, the Management Committee shall fill the appointment until the next Annual General Meeting.
- 27.4 Every auditor shall have a list delivered to him of all books of account kept by the Club and shall at all reasonable times have access to the books of account and accounts of the Club.
- 27.5 The auditor shall make a report to the members upon the balance sheet and accounts and in every such report he shall report whether in his opinion the balance sheet is a full and fair balance sheet, properly drawn up so as to exhibit a true and correct view of the Club's financial affairs. Such report shall be read together with the report of the Honorary Treasurer at the Annual General Meeting.

- 27.6 Every duly appointed auditor whether a member or not shall be entitled to receive all notices of and other communications relating to any general meeting of the members and every auditor not being a member shall have a right to attend any such meeting and to be heard on any business of the meeting that may concern them as such auditor.
- 27.7 No officer, member or employee of the Club shall hinder, obstruct or delay the appointed auditor in the performance of his duties.
- 27.8 All correspondence from the auditor must be answered in writing.
- 27.9 The remuneration of the auditor shall be fixed by the Management Committee.
- 27.10 No person who is appointed as auditor may be a candidate for election to the Executive Committee or the Management Committee nor remain a member of either such committee nor be appointed to fill any vacancy thereon.

## **28. Common Seal**

- 28.1 The Common Seal of the Club engraved with the name of the Club shall be kept in the care of the General Manager.
- 28.2 The seal shall not be used or affixed to any deed or other document except pursuant to the resolution of the Management Committee and in the presence of the Commodore and two members of the Management Committee both of whom shall subscribe their names as witnesses.
- 28.3 The General Manager shall keep a proper and correct record of such instruments, deeds, mortgages, contracts and other documents to which the seal is affixed.

## **PROPERTY**

### **29 Application Of**

- 29.1 The property of the Club shall be applied solely towards the promotion of the objects of the Club. No portion of the property shall be transferred or distributed directly or indirectly to the members of the Club.

### **30 Damage to Club Property**

- 30.1 Any member who shall destroy, damage or lose any Club property shall pay the full cost of replacement.

### **31 Removal of Club Property**

- 31.1 A member shall not remove any Club property from the Club premises for any reason unless authorised to do so by the General Manager.

## **CONSTITUTION**

### **32 Alterations to Constitution**

- 32.1 No clause shall be amended or repealed nor shall any new clause be made except by special resolution passed at a General Meeting by a three quarters majority of the members present and entitled to vote.
- 32.2 No such special resolution shall be submitted to the meeting unless such special resolution has been proposed and seconded by two eligible financial members and submitted to the General Manager in writing at least forty-five days prior to the date of the meeting.
- 32.3 The General Manager shall notify all members in writing of any such special resolution at least one calendar month prior to the date of the meeting.
- 32.4 Within one month after the making of any amendment or alteration to the constitution the Management Committee shall send or deliver to the Director of Liquor Licensing and to the Ministry of Fair Trading, a certified copy of the amendment or alteration in accordance with the requirements of the Associations Incorporation Act, 1987.
- 32.5 No amendment of or alteration to the Constitution shall take effect until lodged and accepted by the Director of Liquor Licensing in Western Australia.

### **33 Binding on Members**

- 33.1 A person who accepts membership of the Club is deemed to have consented to, and shall be bound by, the Constitution, Rules and By-laws of the Club.

### **34 Previous Constitution**

- 34.1 All previous acts and appointments legal and valid under former Constitutions and By-laws, shall, subject to the Constitution and By-laws remain legal and valid.

### **35 Copy of Constitution**

- 35.1 Members shall be provided with a copy of the Constitution and Rules and By-laws of the Club on request to the General Manager.

## **LICENSING**

### **36 Liquor Licensing Act**

- 36.1 So long as the Club is registered under the Liquor Licensing Act the Management Committee and all members shall at all times observe and obey the provisions of the Liquor Act and its amendments in so far as it affects the Club and such provisions shall be deemed to be included in the Constitution, Rules and By-laws of the Club.

### **37 Sale of Liquor**

- 37.1 The supply or sale of liquor shall be at such times as to comply with the Liquor Act and no liquor shall be sold or supplied to any person whether a member or not under the age of eighteen years.
- 37.2 No payment or part payment of any officer or servant of the Club may be made by way of commission or allowance upon or out of money received from the sale of liquor.
- 37.3 Liquor may not be removed from the Club premises except by or on the instructions of the member to whom it is sold.

### **CLUB SYMBOLS**

#### **38 Club Colours**

- 38.1 The Club Colours shall be blue (PMS281) and yellow (PMS109)

#### **39 Club Flag, Burgee and Pennant**

- 39.1 The Club Flag, Burgee and Identifying Pennant shall be blue with a yellow cross and the letter 'H' in yellow superimposed in the top left quadrant.

### **DISSOLUTION**

#### **40 Method Of**

- 40.1 The Club may be dissolved by the vote of seventy-five percent of the members present at a Special General Meeting called for that purpose provided not less than one month's notice of any such proposal has been given to all members and provided that seventy-five percent of members are present at the meeting.

#### **41 Disbursement of Assets**

- 41.1 Members who have donated property to the Club and who have specifically requested in writing at the time of donating that such property be returned to them should the Club be dissolved, shall be entitled to the return of such property immediately after dissolution has taken place.
- 41.2 If a resolution for dissolution of the Club is duly passed and there remain after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed amongst the members of the Club but shall be given or transferred to some other incorporated association having similar objects to those of the Club and which prohibit the distribution of its or their income or property among its or their members or to some charitable object or objects decided upon by the members of the Club at or before the time of dissolution or winding up or in default thereof or if and insofar as effect cannot be given to such determination then such distribution shall be determined by a Judge of the Supreme Court of Western Australia.

