CONSTITUTION OF THE MELVILLE WATER POLO CLUB (INC.)

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1 NAME

1.1 The name of the Association shall be "Melville Water Polo Club Inc.", hereinafter referred to as "**the** ~~CLUB~~ **Club** ".

1.2 Notwithstanding clause 1.1~~(a)~~, the ~~CLUB~~ Club may use and operate under the style "**Melville Water Polo Club**" or the abbreviation "**MWPC**" from time to time.

2 DEFINITIONS

In this Constitution, unless otherwise indicated or the following words are to mean:

- **"Act"** means the *Associations Incorporations Act*, 1987 *2015* (WA), as amended, updated or replaced.

- **"AGM"** means the Annual General Meeting of the ~~CLUB~~ Club, which shall be held annually in each calendar year at a time and place determined by the ~~COMMITTEE~~ Committee and within four (4) months of the end of the ~~CLUB's~~ Club's financial year.

- **"BY-LAWS"** means such rules or by-laws as may be promulgated by the ~~CLUB~~ Club, from time to time, on matters authorised by the ~~CONSTITUTION~~ Constitution in accordance with clause 18.

- **"CLUB"** means the Melville Water Polo Club Inc. as herein constituted.

- **"CLUB PREMISES"** means those lands and premises under the control or direction of the ~~CLUB~~ Club from time to time, including those pursuant to the terms of the ~~DEED OF LEASE~~ Deed of Lease, together with such buildings, structures, facilities and improvements as may be erected, installed or situate thereon from time to time.

- **"COMMISSIONER"** means the ~~Commissioner of Corporate Affairs, or such person as shall from time to time hold that position or title, and as defined in the Act;~~ person for the time being designated as the Commissioner under section 153 of the Act.

- **"COMMITTEE"** means the committee of management of the ~~CLUB~~ Club elected by the ~~MEMBERS~~ Members of the ~~CLUB~~ Club at the AGM to manage the affairs of the ~~CLUB~~ Club, as herein provided.

- **"CONSTITUTION"** means this constitution, as amended from time to time.

- **"DEED OF LEASE"** means the agreement of lease made between the Club and the City of Melville dated the 1st day of ~~July 1995~~ October 2015, together with any extension, amendment, renewal or variation thereof, or agreement made in substitution therefor.

- **"Financial Year"** means the period commencing on 1 May to 30 April in any calendar year.

- **"MEMBER(S)"** means a member(s) of the ~~CLUB~~ club.

- ~~**"AWPI"**~~ **"WPA"** means ~~Australian~~ Water Polo Australia Limited ~~Incorporated~~ and includes its successor in title as the controlling body of the sport of water polo in Australia.

- ~~**"WAWPA"**~~ **"WPWAI"** means Water Polo Western Australian ~~Water Polo~~ Incorporated and includes its successor in title as the controlling body of the sport of water polo in Western Australia.

3 INTREPRETATION

The interpretation of this Constitution, and any By-Laws created under this Constitution, shall be in the sole determination of the Committee, whose decision shall be set aside only by resolution at a general meeting of members.

3.1 Severance

If any provision of this Constitution, or any phrase contained herein, is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

3.2 The Act and Saving Proviso

3.2.1 The model rules created under the Act are displaced by this Constitution and accordingly do not apply to the Club.

3.2.1 In the event that any matter arising is not provided for by this Constitution then the Act and associated Regulations shall prevail.

4 OBJECTS

The objects of the ~~CLUB~~ Club shall be:

4.1 To encourage, promote, develop, and conduct the sport of water polo;

4.2 To co-operate with any person, club, association, ~~WAWPA, AWPI~~ WPWAI, WPA and such other groups as may from time to time be concerned with, interested in, or desirous of, involvement in the development or promotion of water polo;

4.3 To provide social activities for its ~~MEMBERS~~ Members;

4.4 To pay subscriptions to and comply with the requirements, Constitution(s) and any regulations or by-laws made by ~~WAWPA~~ WPWAI and ~~AWPI~~ WPA from time to time so that the ~~CLUB~~ Club may be affiliated with them;

4.5 To represent the interests of its members and of water polo generally, including in any appropriate forum, as determined by the Club; and

4.6 To do all such lawful things as may appear to be incidental or conducive to the attainment of these objects or any of them.

5 INCOME AND PROPERTY

5.1 Sole Purpose

The income and property of the ~~CLUB~~ Club, from whatsoever source, shall be applied solely towards the promotion and achievement of the objects of the ~~CLUB~~ Club.

5.2 Payments to Members

No part of ~~that~~ the Club property or income may be paid or otherwise distributed, directly or indirectly, to ~~MEMBERS~~ Members of the ~~CLUB~~ Club, except in good faith in the promotion of those objects, ~~PROVIDED THAT~~ provided that nothing herein contained shall prevent ~~the~~ payments:

5.2.1. made in good faith of honorariums to officials as approved from time to time by the ~~CLUB~~ Club at a General Meeting;

5.2.2. relating to remuneration of any ~~MEMBER~~ Member for services actually rendered to the ~~CLUB~~ Club;

5.2.3. for goods supplied in the ordinary course of business;

5.2.4. ~~prevent the payment~~ of interest on monies borrowed at a rate not exceeding the then current prevailing bank interest rate, as published by the Reserve Bank of Australia, ~~on overdraft loans~~ on any moneys borrowed from a ~~MEMBER~~ Member;

5.2.5. of reasonable rent for premises demised or let to the ~~CLUB~~ Club by any such ~~MEMBER~~ Member; and

5.2.6. ~~the payment to any MEMBER~~ of out-of-pocket expenses incurred on behalf of the ~~CLUB~~ Club or any other reasonable expenses properly incurred by the member on behalf of the Club.

6 POWERS

For the purposes of carrying into effect the objects of the ~~CLUB~~ Club, the ~~CLUB~~ Club shall be conducted in accordance with this ~~e CONSTITUTION~~ Constitution and the powers of the ~~CLUB~~ Club shall be:

6.1 to promote, manage, conduct, co-operate and engage in water polo competitions or such other sports orientated events as may from time to time be considered desirable;

6.2 to appoint members of the ~~COMMITTEE~~ Committee who's function shall be to manage the affairs of the ~~CLUB~~ Club on behalf of the ~~CLUB~~ Club and with the powers as herein provided or as shall be determined by the ~~CLUB~~ Club from time to time, with power to appoint from ~~MEMBERS~~ Members such additional officials or other committees as may be considered expedient in the attainment of the objects of the ~~CLUB~~ Club;

6.3 to select players, teams, coaches and other officials to represent the ~~CLUB~~ Club at meetings, functions, events or in competitions, State or National, or for such other purposes as may be considered expedient or desirable;

6.4 to appoint, employ, remove or suspend, full or part time staff, coaches, managers, administrative officers, workers~~men~~ and such other persons as may from time to time be considered necessary or desirable for the purposes of the ~~CLUB~~ Club;

6.5 to make, impose, amend, rescind, interpret and enforce ~~BY-LAWS~~ By-Laws, rules or regulations on matters authorised by this ~~CONSTITUTION~~ Constitution, together with sanctions or penalties for the breach thereof, and in particular on matters concerning or incidental to membership, use of or entry to the ~~CLUB~~ ~~PREMISES~~ Club Premises or on such other matters as may be

considered from time to time to affect, be necessary for or conducive to the attainment of the objects of the ~~CLUB~~ Club;

6.6 to impose, enforce, amend and repeal penalties, including but not limited to, suspension, disqualification or expulsion on any ~~MEMBER~~ Member for committing any breach of the ~~CONSTITUTION~~ Constitution or any ~~BY-LAW~~ By-Law, or who shall have caused or engaged in unbecoming conduct which, in the opinion of the ~~CLUB~~ Club, is prejudicial to the better interests of the ~~CLUB~~ Club or which has brought the ~~CLUB~~ Club or the sport of water polo into disrepute;

~~6.6.1 PROVIDED THAT Provided that, before imposing any sanction or penalty upon a MEMBER Member the COMMITTEE Committee shall first give written notice to the said MEMBER Member to appear at a meeting of the COMMITTEE Committee at a specified place, time and date, being not less than seven (7) days from the date of service of that notice upon the MEMBER Member at the last known address of that MEMBER Member, indicating the conduct or matters alleged as giving rise to the consideration for imposition of a sanction and inviting that MEMBER Member to attend the meeting to explain or refute such allegation or otherwise show cause why a sanction should not be imposed; (CROSS REF DSIC Clause)~~

~~6.6.2 AND PROVIDED FURTHER And provided further that any MEMBER Member aggrieved by a sanction so imposed shall have a right of appeal to the CLUB Club in General Meeting in the manner herein provided;~~

6.7 to call for, receive and deal with reports from the ~~COMMITTEE~~ Committee, or such other officials, committees or ~~MEMBERS~~ Members as shall be deemed necessary or expedient;

6.8 to keep and maintain full, complete and up-to-date records of all matters pertaining to the ~~CLUB~~ Club, including such accounting records as correctly record and explain the financial transactions and position of the ~~CLUB~~ Club:

6.9 to purchase, manage, take on lease, hire or in exchange or otherwise any lands, buildings, property, both real or personal, which may be requisite for, conducive or incidental to the attainment of the objects of the ~~CLUB~~ Club;

6.10 to do all things necessary to comply with the Deed of Lease;

6.11 to enter into any contract agreements or arrangements with such governmental authorities, persons, organisations, groups or otherwise as may be conducive to the attainment of the objects of the ~~CLUB~~ Club and to carry out, exercise and comply with any such arrangements, obligations, rights or privileges arising therefrom;

6.12 to invest and deal with moneys of the ~~CLUB~~ Club not immediately required in such manner as may be permitted by the ~~ACT~~ Act or as may be otherwise authorised from time to time by the ~~CLUB~~ Club;

6.13 to raise or borrow moneys and to secure the payment of money by charge, mortgage or in such manner as the ~~CLUB~~ Club may think fit and to undertake or secure the repayment, satisfaction or performance of any debt, liability, contract, guarantee or other undertaking incurred or entered into by the ~~CLUB~~ Club in any way in pursuance of the objects of the ~~CLUB~~ Club;

6.14 to improve, manage, develop, exchange, sell, lease, gift, dispose of or otherwise deal with all or any of the property or rights of the ~~CLUB~~ Club;

6.15 to take or cause such actions or steps to be taken as may from time to time be deemed expedient for the purpose of obtaining, procuring, increasing, or maintaining contributions to the funds of the ~~CLUB~~ Club by way of sponsorship, subscriptions, investments or otherwise;

6.16 to buy, sell, hire or otherwise deal in such kinds of goods, equipment, apparatus, plant, apparel or provisions as may from time to time be required by ~~MEMBERS~~ Members or persons frequenting the ~~CLUB PREMISES~~ Club Premises or as may be considered conducive to the attainment of the objects by the ~~CLUB~~ Club;

6.17 to resolve at a General Meeting to award an honorarium to any officers or ~~COMMITTEE~~ Committee members of the ~~CLUB~~ Club; and

6.18 to undertake and or do all such things and activities which are necessary, incidental or conducive to the advancement of the objectives of the Club.

7 MEMBERSHIP

Every member of the Club shall be bound by this Constitution and any By-Laws of the Club.

7.1 Membership Applications and Approval Process

7.1.1. Membership shall be open to all persons subscribing to the objects of the ~~CLUB~~ Club and who pay the subscription fees and such other fees which the ~~CLUB~~ Club may from time to time impose.

7.1.2. All membership applications must specify the membership category to which the application applies and be signed, or otherwise endorsed, by the prospective member.

7.1.3. The ~~COMMITTEE~~ Committee shall receive all applications for membership and may admit or refuse any application at its discretion, provided that the ~~COMMITTEE~~ Committee shall not refuse any application by reason only of a person's sex, sexual orientation, race, ethnicity, religious, or political beliefs, or ~~physical capacity.~~ disability. The ~~COMMITTEE~~ Committee shall not be required to give reasons for its decisions on membership applications.

7.1.4. The Committee may delay its consideration of the membership application to allow any matter relating to the application to be clarified, or for further information provided in support of the application, if required.

7.1.5. The Club shall notify the applicant of the Committee's decision to accept or reject the application as soon as practicable after making the decision of membership.

7.1.6. If the Committee rejects the application, the Committee is not required to give the applicant its reason for doing so.

7.1.7. In the event the ~~COMMITTEE~~ Committee ~~shall refuse~~ rejects any application for membership, the applicant has 14 days from receiving notice of the decision to provide written notice to the Secretary of their intention to appeal. The ~~MEMBERS~~ Members at the next ensuing General Meeting shall be advised of the refusal and determine ~~the MEMBERS Members at that General Meeting shall~~ by majority vote of eligible voting ~~MEMBERS~~ Members to overrule or affirm the decision of the ~~COMMITTEE~~ Committee, and such decision shall be final.

7.1.8. Before any vote of the Members under subclause 7.1.7 above, the appellant shall be given a reasonable opportunity to be heard, or to make representations in writing, to the General Meeting.

7.2 Commencement of Membership

7.2.1. An applicant for membership is deemed a member of the club from the date upon which the Committee voted to accept the membership application and the applicant has paid any membership or other fees payable.

7.2.2. Members who renew their membership will have their membership deemed continuous and ongoing upon the payment of any annual membership, or other applicable fees, by the nominated date for memberships being due as determined by the Committee and as may be outlined in the club By-Laws.

7.3 Membership Categories

Membership of the ~~CLUB~~ Club shall consist of:

7.3.1 Ordinary memberships:

(a) *Ordinary Members* - being persons over the age of 18 years of age, who shall have playing membership with voting rights.

(b) *Senior Members* – being a non-playing membership, granted to persons who shall have been ordinary members for not less than 15 years, with voting rights.

7.3.2. Associate memberships:

(a) *Life Members* - being persons who have rendered meritorious service to the ~~CLUB~~ Club and who have been or shall be elected as Life Members by the ~~MEMBERS~~ Members;

Life Membership shall entitle the ~~MEMBER~~ Member to full membership of the ~~CLUB~~ Club for life, without being required to pay any subscription or fee therefore. Life Members shall have notice of and may attend General Meetings, and shall have full voting rights.

The ~~COMMITTEE~~ Committee may from time to time recommend Life Membership for any ~~MEMBER~~ Member

considered deserving and such recommendation, which shall be submitted for approval by unanimous vote of eligible voting ~~MEMBERS~~ Members at the next ensuing General Meeting.

(b) *Associate Members* - being non-playing membership granted to persons on such conditions as herein provided;

Associate Membership may be granted for a season upon application and payment of such fees, and subject to such conditions, as the ~~CLUB~~ Club shall determine from time to time at a~~n~~ ~~AGM~~ General Meeting. Subject to other conditions as may be imposed by the ~~COMMITTEE~~ Committee, Associate Membership ~~shall be non-playing membership of the CLUB Club,~~ are without voting rights;

(c) *Honorary Members* - being persons over the age of 18 years as shall, from time to time, be so elected by the ~~CLUB~~ Club as honorary members for a period of not greater than 90 days, without voting rights;

(d) *Junior Members* - being persons under the age of 18 years, without voting rights, and whose access to and usage of the CLUB PREMISES Club premises shall limited as prescribed from time to time by the ~~COMMITTEE~~ Committee;

(e) *Social Members* – being non-playing membership granted to persons on such conditions as herein provided;

Social Membership may be granted for a season upon application and payment of such fees, and subject to such conditions, as the ~~CLUB~~ Club shall determine from time to time at a~~n Annual~~ General Meeting. Subject to other conditions as may be imposed by the ~~COMMITTEE~~ Committee, Social Membership shall be ~~non-playing membership of the CLUB~~ without voting rights.

(f) *Pool Foundation Members* - being those persons as are detailed in annexure "A" hereof;

Pool Foundation Members shall be entitled to and have:

(i) Foundation Members are non-playing membership of the ~~CLUB~~ Club, without voting rights, save as herein provided, and without being required to pay any subscription or fee therefore; and

(ii) The right to the use, free of entrance charges or fees, of the swimming pool, gymnasium (if any) and such other incidental amenities as may comprise the water polo pool and surrounds in the ~~CLUB PREMISES~~ Club Premises, during the term of the ~~DEED OF LEASE~~ Deed of Lease, but subject to the priority right of the ~~CLUB~~ Club to restrict or postpone the use of the facilities by Pool Foundation Members from time to time in order to meet the reasonable requirements of the ~~CLUB~~ Club for the use of the ~~CLUB PREMISES~~ Club Premises for ~~CLUB~~ Club purposes.

7.4 Discontinuance of Membership

7.4.1 Cessation of Membership

(a) A person ceases to become a member when any of the following occurs:

(i) A Member dies;

(ii) A Member resigns under subclause 7.4.2 below.

(iii) A Member is expelled under subclause 7.4.3 below.

(iv) A Member ceases to be financial, or to pay any subscriptions, levies or fees as determined by the Committee within three (3) months of the date fixed by the Committee for subscriptions to be paid.

7.4.2 Resignation of Membership

(a) A Member may resign from their Membership of the Club at any time by giving written notice of the resignation to the Secretary.

(b) Resignation takes effect when the Secretary receives the notice, unless a later time is stated within the notice.

(c) A Member who resigns from the Club remains liable for any subscriptions or fees that are owed to the Club until the date of resignation, with the Club able to recover any amounts owed.

7.4.3 Termination of Membership by Committee

(a) The Committee may suspend or terminate a Members membership because of a breach of the Constitution or because their conduct is detrimental to the interests of the Club.

(b) A Member who has their membership suspended or terminated may appeal against that decision by providing written notice to the Secretary within 14 days of the decision being communicated to the Member.

(c) When written notice of an appeal to the suspension or termination of membership is received by the Secretary the Members at the next General Meeting shall by majority vote of eligible voting Members overrule or affirm the decision of the Committee, and such decision shall be final.

(d) Before any vote of the Members under subclause 7.4.3 (c) above, the appellant shall be given a reasonable opportunity to be heard, or to make representations in writing, to the General Meeting.

7.4.4. Rights of Membership are not transferable and end when Membership ceases.

8 REGISTER OF MEMBERS

8.1 Register

The Club shall keep and maintain a Register in accordance with the Act in which, as a minimum, the following shall be entered:

8.1.1 The full name, one or more of the members residential or postal or email address, category of membership and date on which the person became a member.

8.1.2 In addition for Committee members, the Register shall have entered the dates of holding office and their position held on the Committee.

Members shall provide notice of any changes to the required details to the Club within twenty-eight (28) days of such a change.

8.2 Inspection of Register

8.2.1 The Register shall be made available for inspection to any member who makes enquiry with the Registrar, whom upon such a request shall make necessary arrangements for the inspection.

8.2.2 If the Member inspecting the Register intends to make or receive a copy, or take an extract, of the Register (in whole or part) the Committee may require the Member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that the purpose is connected with the affairs of the Club prior to any copy being made.

8.2.3 The Club may request any reasonable costs incurred in the copying or providing the register of members prior to providing the requested.

8.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws:

8.3.1. The Committee may use the Register to further the objects of the Club, in such manner as the Committee considered appropriate; and

8.3.2 A Member must only use or disclose information on the Register for a purpose that is in good faith and directly connected with the affairs of the club or is related to the administration of the Act.

9 COMMITTEE

9.1 Establishment And Powers Of The Committee

The business and operations of the ~~CLUB~~ Club shall be governed by a committee of ~~MEMBERS~~ Members ("the ~~COMMITTEE~~ Committee ") elected by the majority decision of eligible voting ~~MEMBERS~~ Members of the ~~CLUB~~ Club present at the AGM ~~each year.~~ to exercise all of the Clubs powers, in accordance with this Constitution, to manage the affairs of the Club and ensure compliance with the Act.

9.1.1 Powers

Without limiting any other rights, powers or discretions vested in the Committee by this Constitution:

(a) The ~~COMMITTEE~~ Committee shall administer the affairs of the ~~CLUB~~ Club in accordance with this ~~CONSTITUTION~~ Constitution and may exercise all the powers of the ~~CLUB~~ Club in General Meeting, subject to any ~~BY-LAWS~~ By-Laws from time to time in force, and shall perform such other functions and duties and exercise such powers as an AGM shall from time to time decide. The members of the ~~COMMITTEE~~ Committee and officers of the ~~CLUB~~ Club shall be responsible to the ~~CLUB~~ Club;

(b) The ~~COMMITTEE~~ Committee may from time to time appoint sub-committees with such powers and duties as the ~~COMMITTEE~~ Committee, intra vires, shall appoint, provided that the President of the ~~CLUB~~ Club shall be an ex-officio member of any such ~~COMMITTEE~~ Committee;

(c) The ~~COMMITTEE~~ Committee may delegate any of its powers and or functions to one or more committees or sub-committees which it may establish from time to time and consisting of such eligible persons as the ~~COMMITTEE~~ Committee shall think fit. Any committee or sub-committee so formed shall conform to any condition, restriction or regulation that may be imposed by the ~~COMMITTEE~~ Committee, and subject thereto shall have the power

to co-opt any eligible person or persons to such committee or sub-committee;

(d) The ~~COMMITTEE~~ Committee shall manage the affairs of the ~~CLUB~~ Club and pay or authorise payment of the expenses incurred in the operation of the ~~CLUB~~ Club and may exercise all the powers of the ~~CLUB~~ Club in General Meeting, subject to the provisions of this ~~CONSTITUTION~~ Constitution and any ~~BY-LAWS~~ By-Laws passed hereunder, provided always that any rule or resolution of the ~~COMMITTEE~~ Committee may be disallowed by the ~~CLUB~~ Club in General Meeting;

(e) All cheques, promissory notes, bills of exchange or other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be by any two of the three signatories of the President, the Treasurer and the Secretary, or any other member of the ~~COMMITTEE~~ Committee authorised by the ~~COMMITTEE~~ Committee for that purpose from time to time. All receipts for moneys paid to the ~~CLUB~~ Club shall be executed or endorsed in such manner as the ~~COMMITTEE~~ Committee from time to time determines;

(g) Subject to the Act, this Constitution, and any resolution passed at a General Meeting, the Committee has the power to do all things necessary or convenient to be done for the proper management of the affairs, and for the attainment of the objectives, of the club.

(h) Subject to the Act or other applicable laws, where the Constitution requires that something be done by a particular time, or within a particular period, or that an event occur by a particular date, the Committee may in its absolute discretion extend that time, period or date as it thinks fit.

9.2 Composition Of The Committee

The ~~COMMITTEE Committee~~ shall be comprised of the following offices:

- President
- Vice President
- Secretary
- Treasurer
- Registrar and
- up to Seven (7) ~~other~~ ordinary ~~MEMBERS~~ Members;

9.2.1 All members of the Committee must be Members of the Club.

9.2.2 No person may hold more than one position on the ~~COMMITTEE~~ Committee, save and except that at the discretion of the ~~MEMBERS~~ Members, or if a relevant vacancy occurs during the term of office, at discretion of the Committee, the offices of Secretary and Treasurer may be held by the same person.

9.3 Express Duties And Powers Of Committee Offices

9.3.1 THE PRESIDENT

The President shall:

(a) preside at General Meetings and ~~COMMITTEE~~ Committee meetings and preserve order thereat;

(b) consult with the Secretary regarding the business to be conducted at each Committee meeting and General Meeting;

(c) convene, or instruct the Secretary to convene, meetings of the ~~CLUB~~ Club or ~~COMMITTEE~~ Committee; and

(d) prepare an annual report for publication and presentation to ~~at~~ the AGM.

9.3.2. VICE PRESIDENT

The Vice President shall:

(a) assist the President in fulfil the duties and responsibilities of the office of the President;

(b) shall fulfil the role of Chairperson at meetings in the absences of the President;

(c) shall fulfil the role and responsibilities of the President in the event that the President is unable to discharge the role.

9.3.3. THE TREASURER

The Treasurer shall be responsible for:

(a) ensuring that any amounts payable to the Club are collected, credited to the appropriate account, and the issuance of a receipt where necessary;

(b) the efficient management of the financial affairs of the ~~CLUB~~ Club and for the keeping and maintenance of true, full, accurate and up-to-date financial records of the ~~CLUB~~ Club so as to record and explain the financial position of the Club;

(c) keeping ~~the~~ all accounting records of the ~~CLUB~~ Club in such manner as will enable true and fair accounts of the ~~CLUB~~ Club to be prepared from time to time and to be conveniently and properly audited;

(d) unless the Members resolves otherwise at a General Meeting, having custody and full control of all securities, books and documents of a financial nature and accounting records of the Club;

(e) all financial and accounting records must be kept under the custody and control of the Treasurer for a period of a least 7 years;

(f) the preparation and formulation of an annual budget for the ~~CLUB~~ Club;

(g) the preparation and presentation of a report or financial statement of the income, expenditure, liabilities and other

financial affairs of the ~~CLUB~~ Club to each meeting of the ~~COMMITTEE~~ Committee of the ~~CLUB~~ Club;

(h) provide any assistance required by an auditor or externally appointed reviewer of the Clubs financial statements or reports;

(i) that payment authorised by the Committee or a General Meetings are made on time;

(j) the preparation and presentation at each AGM of a report or financial statement of the income, assets, expenditure, liabilities and other financial affairs of the ~~CLUB~~ Club certified as audited by the Auditor; and

(k) carry out any other duty given to the Treasurer by the Act or by resolution of the Committee.

9.3.4 THE SECRETARY

The Secretary shall:

(a) deal with all correspondence to and from the club and ensure it is kept properly recorded and filed;

(b) consult with the President regarding business to be conducted at each Committee and General Meeting and send the required notice, including of the business to be conducted.

(c) prepare the required notices for any meetings and business to be conducted at meetings;

(d) present all correspondence to ~~COMMITTEE~~ Committee meetings with due diligence. In the event that the Secretary unwilling to attend a meeting, the ~~COMMITTEE~~ Committee another member of the ~~COMMITTEE~~ Committee to undertake function of the Secretary for that meeting;

(e) keeping full and accurate minutes of all meetings;

(f) maintain a record of Committee members of the Club;

(g) shall ensure that the Constitution is maintained and up to date as required under the Act.

(h) ensure the safe custody and control of all books of the club, apart from financial records, statement and reports.

(i) perform such other secretarial duties as the ~~COMMITTEE~~ Committee from time to time shall direct.

9.3.5 THE REGISTRAR

The Registrar shall:

(a) be responsible for the requirements imposed on the Club under the Act to maintain a register of members and record in that register any change in the membership of the Club.

(b) make reasonable arrangements for the Register of Members to be inspected.

(c) must keep or have control of the Register of Members at all times, including determining, unless otherwise determined by the Committee, where the Register is kept.

(d) in the absence of a Registrar the Secretary is to maintain the Register of members and fulfil the power and duties of the Registrar.

9.4 Election Of Committee Members

9.4.1. The Committee members shall be elected by the majority decision of eligible voting ~~MEMBERS~~ Members of the ~~CLUB~~ Club present at the AGM each year.

9.4.2. All offices of the Committee are for a two (2) year term, apart from the ordinary Committee offices, which will be elected annually.

9.4.3. All two (2) year term offices shall be declared vacant and open for election on an alternating basis, with the Secretary and President elected in alternating years.

In the event that the entire Committee is declared vacant, or for transitional purposes, the following offices shall be deemed to be elected for a two year term:

- Secretary
- Registrar
- Vice President

The remaining offices shall be elected only for a one-year term:

- President
- Treasurer

9.4.4. All Members, including current Committee members, must nominate for election to the Committee. Members must signify their intention and their nominated office for election, in writing to the Secretary, which must be endorsed by two Members with voting rights and must be received at least fourteen (14) days before the AGM.

9.4.5. Each ~~position~~ Office on the ~~COMMITTEE~~ Committee shall be determined separately at the AGM.

9.4.6. If only one person nominates for an office the chairperson of the meeting must declare the Member elected to that Office.

9.4.7. patrons may be elected to the ~~COMMITTEE~~ Committee;

9.4.8. If there are insufficient nominations received to fill all offices, or if following the AGM vacancies on the Committee still exist, or are created, the vacancies will be deemed casual vacancies and may be filled in accordance with clause 9.7.

~~9.4.9. If following the AGM vacancies on the Committee still exist the Committee may appoint any eligible Member of the club to the Committee.~~

9.4.10. The members of the ~~COMMITTEE~~ Committee newly elected at an AGM shall take office at the conclusion of that AGM.

9.5 Committee Meetings

9.5.1 Calling Committee Meetings

(a) The ~~COMMITTEE~~ Committee shall meet for the dispatch of business, adjourn or otherwise regulate its business as it thinks fit, provided that it shall meet at least once in every calendar month;

(b) ~~COMMITTEE~~ Committee meetings may be called at any time by the President provided that each member of the ~~COMMITTEE~~ Committee is given not less than seven (7) days' notice of the meeting.

(c) The notice of meeting must state the time, date, and place of the meeting and outline the business to be conducted at the meeting. Only business outlined in the meeting notice may be conducted at that Committee meeting; save as for urgent business if all present Committee members agree that the business is urgent and is to be conducted without notice.

(d) The President shall convene a meeting of the ~~COMMITTEE~~ Committee within fourteen (14) days of being so requested by not less than three (3) members of the ~~COMMITTEE~~ Committee;

9.5.2. Proceedings of the Committee

(a) The President shall chair all Committee meetings, or in the President's absence the Vice President shall be the meeting chair. In the event both the President and Vice President are absent or unwilling to chair the meeting the present Committee members must choose one Committee member to act as chairperson of the meeting.

(b) A quorum necessary for the transaction of business of the ~~COMMITTEE~~ Committee shall be not less than fifty percent~~um~~ (50%) of the elected members of the ~~COMMITTEE~~ Committee;

(c) The ~~COMMITTEE~~ Committee shall decide all questions by majority vote of members present, each member being entitled to one vote, provided that the Chairman of any meeting shall have a casting vote in the event of an equality of votes.

(d) Members, or other person who are invited to attend the Committee meeting by the Committee, may attend the Committee meeting. Such persons do not have a right to any agenda, minutes or other correspondence relating to the meeting, cannot participate in debate, discussion or comment unless invited to do so by the Committee, and cannot vote on any matter.

(e) The ~~COMMITTEE~~ Committee shall cause minutes to be recorded and kept containing:

(i) the names of all members of the ~~COMMITTEE~~ Committee, or other persons, present at all meetings of the ~~CLUB~~ Club or the ~~COMMITTEE~~ Committee;

(ii) all proceedings, business conducted and motions voted upon at all meetings of the ~~CLUB~~ Club and the ~~COMMITTEE~~ Committee;

(iii) all appointments of officers, agents, employees or servants;

(iv) all appointments to official positions, committees or sub-committees; and

(v) Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held, or by the Chairman of the next succeeding meeting.

(f) The ~~COMMITTEE~~ Committee shall keep and maintain or cause to be kept and maintained true, full, accurate and up-to-date records of the affairs of the ~~CLUB~~ Club, true and proper accounting records, a register of officers, ~~COMMITTEE~~ Committee members

(g) A Committee member having any direct or indirect pecuniary interest in a contract, or proposed contract, made by, or in the contemplations of, the Committee, must:

(i) as soon as the Committee member becomes aware of that interest disclose the nature and extent of their interest to the Committee, and ;

(ii) not take part in any deliberations or decisions of the Committee with respect to that interest.

(h) Subclause 9.5.2(g) above, does not apply with respect to a pecuniary interest that exists only by virtue of the fact that;

(i) the member of the Committee is an employee of the club, or

(ii) the member of the Committee is a member of a class of person for whose benefit the Club was established.

9.6 Resignation, Removal And Cessation Of Committee Membership

9.6.1. The office of a member of the ~~COMMITTEE~~ Committee shall become vacant if the member:

(a) shall die;

(b) becomes of unsounded mind or the affairs of the member become liable to be dealt with in any way under the laws relating to mental health;

(c) resigns the office by written notice to the ~~CLUB~~ President, or if the Committee member is the President, to the Vice President and that resignation is accepted by resolution of the Committee.

Resignation is deemed to take effect when the President receives the written notice, or a later date as specified in the written notice;

(d) is absent from ~~for~~ more than three (3) consecutive ~~months is absent from~~ meetings of the ~~COMMITTEE~~ Committee held ~~during that period~~, of which the Committee member received notice, without the

permission of the ~~COMMITTEE~~ Committee for any of the absent meetings;

(e) is subject to resolution passed by a General Meeting of members against the continued holding of their office of the Committee;

(f) is subject to a resolution passed by a General Meeting of members terminating the Committee members appointment;

(g) ceases to be a person eligible for election to the ~~COMMITTEE~~ Committee;

(h) holds any office of profit in the ~~CLUB~~ Club, or who directly or indirectly is interested in any contract or proposed contract with the ~~CLUB~~ Club, provided that nothing herein shall prevent the payment in good faith of remuneration to any ~~COMMITTEE~~ Committee member for services actually rendered to the ~~CLUB~~ Club or for goods supplied in the ordinary course of business nor prevent the payment of interest at a rate not exceeding the then current prevailing bank interest rate on overdraft loans on any moneys borrowed from such member or proper rent for premises demised or let by any such member nor the payment to any member of out-of-pocket expenses incurred on behalf of the ~~CLUB~~ Club; or

(i) is convicted of an offence under the Act.

9.6.2 For situations contained in sub-clauses 9.6.1 (b), (c), (d), (g) (h) and (i) the vacancy does not take effect unless and until the Committee has passed a resolution to declare the office vacant.

9.7 Casual Vacancies

9.7.1 Any casual vacancy on the ~~COMMITTEE~~ Committee may be filled by the ~~COMMITTEE~~ appointment of an eligible ~~MEMBER~~ Member to the vacancy by the Committee.

9.7.2 Any such appointee shall hold office until the next Annual General Meeting.

9.7.3 Appointments to an Office with more than twelve (12) months remaining before the expiry of the office must be ratified by the Membership at the next General Meeting of the Club.

9.7.4 For the avoidance of doubt, any period of the office's term already served or expired shall count towards the fulfilment of that term.

10 POOL ADMINISTRATION COMMITTEE

10.1 The determination of day to day use of the ~~CLUB PREMISES~~ Club Premises shall be governed by a committee, known as the "Pool Administration Committee" (hereinafter referred to as "PAC"), comprised of David Charles Neesham, of 137 Stoneham Road, Attadale, Henry Thomas Neesham, of 58 Hammad Street, Palmyra, and Gary Dunne of Malsbury Street, Bicton ("the Foundation Members Representatives"), the President and the Secretary for the time being of the ~~CLUB~~ Club.

10.2 The term of office on the PAC of the President and the Secretary shall be whilst they hold those respective offices of the ~~CLUB~~ Club, and of the Foundation Members Representatives shall be for the term of their respective lives, provided that:

10.2.1 Should any of the Foundation Members Representatives notify the Secretary in writing of his unwillingness to continue as a member of the PAC or become ineligible to be a member of the PAC on the grounds set out in clause 9.6 ~~(j)~~ hereof (which shall apply mutatis mutandis to PAC) then the Secretary shall give to the Pool Foundation Members not less than seven (7) days written notice of a meeting to elect a replacement member, or members, of the PAC and such replacement member or members shall be elected by the majority vote of those Pool Foundation Members present and voting at such meeting and shall take office as a member of the PAC from the conclusion of such meeting, whereupon the retiring member(s) shall cease to hold such office;

10.2.2 ~~PROVIDED THAT~~ Should no, or insufficient replacement members, be elected at such meeting by the Pool Foundation Members, then the Secretary shall call a General Meeting, in the manner herein provided, for the purpose of electing a member to the vacancy on PAC as a replacement for the retiring member(s), and thenceforth that position, or positions, on the PAC shall be elected from within

the members annually by the majority of members at the AGM.

10.3 Matters, applications or enquiries received by the ~~CLUB~~ Club pertaining to the use of the swimming pool, facilities or ~~CLUB PREMISES~~ Club Premises shall be referred by the ~~COMMITTEE~~ Committee to PAC for consideration and determination.

10.4 At any meeting of the PAC, a quorum necessary for the transaction of business shall be not less than three (3) members.

10.5 The President shall preside as Chairman at meetings of the PAC, provided that if the President is not present, the PAC members present shall elect a chairman to preside over that meeting.

10.6 The PAC shall meet for the dispatch of business, adjourn or otherwise regulate its business, as it thinks necessary and proper and any questions arising at a meeting shall be determined by a majority of votes of the members present, each member having one vote, provided that in the case of equality of votes the chairman shall have a casting vote.

10.7 The PAC meetings may be called at any time by the President provided that each member of the PAC is given not less than twenty-four (24) hours' notice of the meeting, save and except in the case of emergency or urgency, The President shall convene a meeting of the PAC within seven (7) days of being so requested by not less than two (2) members of the PAC.

10.8 The PAC shall cause minutes to be made of:

(i) names of persons present at all meetings; and

(ii) all proceedings and resolutions made at all meetings.

10.9 All resolutions of the PAC shall be reported by way of minutes to the next ensuing meeting of the ~~COMMITTEE~~ Committee.

11 GENERAL MEETINGS

11.1 General Meetings shall comprise AGM's and Special General Meetings.

11.2 A quorum necessary for the transaction of business at a General Meeting shall be ten (10) eligible voting ~~MEMBERS~~ Members and no business shall be transacted at a General Meeting unless a quorum is present at the time the meeting proceeds to business.

11.3 The President shall preside as Chairman at all General Meetings, provided that if the President is not present or is unwilling to act, the Vice-President shall preside, but if he also should be unable or unwilling to act, the members of the ~~COMMITTEE~~ Committee present at the meeting shall by majority vote elect a chairman to preside at that meeting.

11.4 The Chairman may, with the consent of the meeting at which a quorum is present, or shall if so directed by the meeting, adjourn the meeting from time to time, (but for a period of not more than fourteen (14) days), but no business shall be transacted at any reconstituted meeting other than the business left unfinished at the meeting adjourned and unless a quorum is present when such business is transacted.

11.5 If within thirty (30) minutes of the time appointed for a General Meeting, whether original or adjourned, a quorum is not present, then such meeting shall. if convened by petition of the ~~MEMBERS~~ Members, be dissolved and all matters of business proposed or left unfinished shall be deemed not approved or withdrawn, as the case may be, and in the case of all other such meetings, the meeting shall be adjourned for a period or further period of not more than fourteen (14) days, and shall be so adjourned until a quorum is present.

11.6 In the event of a General Meeting being adjourned, the Secretary shall cause notice of the adjournment and the time, place and date fixed for the adjourned meeting, to be given to all persons and ~~MEMBERS~~ Members eligible to receive notice of such meeting.

11.7 Business at General Meetings shall be decided by the majority vote of eligible voting ~~MEMBERS~~ Members present, provided that the Chairman shall have a casting vote in the event of an equality of votes. A resolution put to the vote shall be decided on a show of hands, unless a poll is demanded, before or on the declaration of the result of the show of hands, either by the Chairman or not less than two (2) eligible voting ~~MEMBERS~~ Members present.

12 ANNUAL GENERAL MEETINGS

12.1 An AGM of the ~~CLUB~~ Club shall be held at the ~~CLUB PREMISES~~ Club Premises (or such other place in the Perth metropolitan area as the ~~COMMITTEE~~ Committee may reasonably nominate) and shall be held within four (4) months of the end of each financial year.

12.2 The Secretary shall cause notice of the AGM, specifying the place, the time and date of the meeting, to issue to all ~~MEMBERS~~ Members and persons eligible to receive notice of an AGM not less than forty-two (42) days prior to the date set for the meeting.

12.3 ~~MEMBERS~~ Members desiring motions to be considered at the AGM shall cause written notice of the proposed motion(s) to be in the hands of the Secretary not less than twenty-eight (28) days prior to the date set for the AGM. ~~And~~ Only motions so received shall be included in the agenda of the AGM.

12.4 The Secretary shall cause notice of the business to be transacted or motions to be considered at the AGM to issue to ~~MEMBERS~~ Members and persons eligible to receive notice of an AGM not less than twenty-one (21) days prior to the date set for the meeting.

12.5 The persons entitled to receive notice of the AGM shall be all ~~MEMBERS~~ Members. including non-playing, Life, Associate, Social and Pool Foundation Members, and the External Reviewer or Auditor.

13 SPECIAL GENERAL MEETINGS

13.1 The ~~COMMITTEE~~ Committee may whenever it considers fit convene a Special General Meeting, and a Special General Meeting shall be convened not later than forty-two (42) days after receipt by the ~~COMMITTEE~~ Committee of a written request therefor signed by not less than ~~ten (10)~~ one-twentieth (5%) of eligible voting ~~MEMBERS~~ Members. ~~with~~ Such request from members to call a Special General Meeting must ~~to~~ specify the business proposed to be considered as a special resolution.

13.2 Not less than twenty-one (21) days written notice of a Special General Meeting (excluding the days on which the notice is given or posted and the day on which it is served or received) specifying the place, the time and date of the meeting, and in the case of proposed special business for consideration the nature of that business, shall be given to all ~~such MEMBERS~~ Members of the ~~CLUB~~ Club as are entitled to receive notices of General Meetings of the ~~CLUB~~ Club. Only business as notified on the notice is to be transacted at a Special General Meeting.

13.3 The persons entitled to receive notice of Special General Meetings shall be all ~~MEMBERS~~ Members including non-playing, Life, Associate, Social and Pool Foundation Members, and the Auditor.

14 PATRON

14.1 The ~~CLUB~~ Club may by resolution at the Annual General Meeting and after consideration of the recommendation of the ~~COMMITTEE~~ Committee, request the incoming ~~COMMITTEE~~ Committee to invite a suitable eminent person to be the Patron of the ~~CLUB~~ Club.

14.2 The ~~CLUB~~ Club may, by resolution at the AGM and after consideration of the recommendations of the ~~COMMITTEE~~ Committee, request the incoming ~~COMMITTEE~~ Committee to invite such suitably qualified persons supporting the objects of the ~~CLUB~~ Club to become vice patrons, as shall be considered reasonable.

15 FINANCIAL MATTERS AND AUDITS

15.1 Financial Year

The financial year of the ~~CLUB~~ Club shall be from 1 May in each year and shall end on 30 April in the following year.

15.2 Source Of Funds

The funds of the Club may be derived from entrance fees, annual subscriptions, levies, donations, sponsorships, fund raising activities, grants, interest and any other sources approved by the Committee.

15.3 Subscriptions

15.3.1 Every ~~MEMBER~~ Member shall pay to the ~~CLUB~~ Club such annual subscription as may from time to time be recommended by the ~~COMMITTEE~~ Committee and confirmed by majority vote of ~~MEMBERS~~ Members at the AGM, with the annual subscription being due and payable by such date within the financial year as shall be set by the ~~COMMITTEE~~ Committee.

15.3.2 Memberships subscriptions may be different for different class of membership.

15.3.3 No ~~MEMBER~~ Member shall be eligible for appointment, election or to hold a position, as an official of the ~~CLUB~~ Club, or to participate as a voting ~~MEMBER~~ Member at a General Meeting, whilst there are subscription fees of that ~~MEMBER~~ Member outstanding beyond the due date set by the ~~COMMITTEE~~ Committee.

15.3.4 Membership must pay the annual subscription fee to the Treasurer, or another person authorised by the Committee to accept payments, by the date determined be the Committee.

15.3.5 If a Member has not paid the annual membership fee within the period of three (3) months post the due date, the Member will cease to be a Member on the expiry of that period.

15.3.6 If a person who has ceased to be a Member offers to pay the annual membership fee after the proscribed period in subclause 15.3.5 above has expired, the Committee may, at its discretion, accept that payment, and if the payment is accepted the person's membership is reinstated from the date the payment is received.

15.4 Control of Funds

15.4.1 The Club must operate an account, or accounts, in the name of the Club with a financial institution(s) from which all expenditure of the Club is made, and into which all funds received by the Club are deposited.

15.4.2 Subject to any restrictions impose at a General Meeting, the Committee may approve expenditure on behalf of the Club.

15.4.3 All cheques, drafts, bills of exchange, promissory notes and other negotiable instrument of the Club may be signed by:

(a) Two (2) Committee members; or
(b) One (1) Committee member and person authorised by the Committee;
(c) as otherwise determined by the Committee.

15.5 Review of Financial Reports

15.5.1 The AGM shall appoint an External Reviewer or Auditor who shall not be a member of the ~~COMMITTEE~~ Committee but may be a ~~MEMBER~~ Member of the ~~CLUB~~ Club;

15.5.2 Once at least in every financial year, the accounts of the ~~CLUB~~ Club shall be examined by the External Reviewer or Auditor and a certificate as to the correctness or otherwise shall be given. The Auditor shall have at all reasonable times access to all book records. Papers and documents of the ~~CLUB~~ Club.

15.5.3 The reviewed Financial Reports with any associated notes, and any other club financial documents deemed necessary by the Committee, will be presented to the membership at the AGM, with copies of any financial documents distributed to members in accordance with the Act.

15.5.4 Members may remove an External Reviewer or Auditor from office by resolution made at a General Meeting.

16 INSPECTION OF RECORDS

16.1 Members may, upon request to the Committee, inspect free of charge:

(a) the minutes of General Meetings;

(b) other document relevant to the Club however complied, stored or recorded, that relates to the incorporation and management of the club and includes, but is not limited to:

i. its financial statements
ii. its financial records
iii. this constitution and
iv. records and documents relating to transactions, dealings, business or property of the Club.

With which the member:

(c) may make a copy of the records or documents referred to in this sub clause. The Club may charge a reasonable free for the provision of a copy of any such requested records.

16.2 Any request for a document, including any request to make a copy of a document, pursuant to this clause, may be refused by the Committee on the basis that the records relate to confidential, personal employment, commercial or legal matters, or where it may be prejudicial to the interests of the Club, or where the Committee reasonably considers the member seeking to inspect or copy the records is not doing so in good faith.

16.3 The Committee must on request make copies of these rules available to members and applicant for membership free of charge.

17 DISCIPLINARY ACTION AND RESOLVING DISPUTES

17.1 Disciplinary Matters

17.1.1 Upon the Committee receiving any complaint in which a Member, or Members, allegedly:

(a) contravened, failed, refused or neglected to comply with this Constitution, By Laws, policies, or resolutions of the Committee;

(b) acted detrimentally and/or unbecoming to the interest of the Club or prejudicial to the Clubs objectives;

(c) acted in manner which brings themselves, the Club, or water polo into disrepute,

must be investigated by the Committee.

17.1.2 *Preliminary Investigations*

(a) The Committee can perform, or delegate, an initial investigation into the alleged disciplinary breach to ensure any allegations are not frivolous or vexatious and that a prima facie matter exists to warrant further steps in the disciplinary process being taken.

(b) During the preliminary investigation process the Committee, or its delegate, may offer any persons involved in the matter to address or be interviewed by the Committee.

(c) Any allegations shall be particularised to the person(s) the subject of the alleged disciplinary breach and they shall be afforded an opportunity to address or provide the Committee with a response to the allegations.

(d) At the end of the preliminary investigation stage the Committee must decide, under its absolute discretion:

(i) to formally charge the persons the subject of the alleged disciplinary breach and constitute a Disciplinary Tribunal to determine the matter;

(ii) that the matter may move straight to consideration and determination of disciplinary action, if any, without a Disciplinary Hearing; or

(ii) to end the disciplinary process at the preliminary investigation process.

(f) The Committee has the absolute discretion to refer a matter straight to a Disciplinary Tribunal without undertaking a preliminary investigation.

(g) All allegations, including the persons involved, and information relating the disciplinary process must be treated as strictly private and confidential throughout the disciplinary process by all parties involved in the matter.

(h) Any person involved at any stage of the disciplinary process may appoint a support person or representative to act on their behalf.

17.1.3 *Interim Measures*

(a) The Committee may impose any interim measures it deems fit and reasonable in the circumstances from the time of receiving the allegation or complaint until the conclusion of any process is determined.

(b) This may, but in no way is limited to, provisional suspension of all or any of the membership and associated rights.

(c) Any interim measures may be lifted, amended, varied, or added to during the course of the disciplinary process at the Committee's discretion.

17.1.4 *Notice of Formal Disciplinary Charge and Process*

(a) The Committee shall provide written notice to the effected person(s) outlining the disciplinary charges, any interim measures imposed and details of the disciplinary process and hearing, including but not limited to:

i) the date, time and place of the disciplinary meeting being held;

(ii) right to a support person or representation;

(iii) That the person has the right to be heard, in person or via a nominated representative, by the Disciplinary Tribunal, and includes the right to call witnesses and/or to submit written materials.

(b) The notice in subclause 17.1.3 (a) above, needs to be served on the persons subject to the charge not less than twenty-eight (28) days prior to the Disciplinary Hearing.

(c) Any documentation that forms the basis for an allegation or is relevant to the disciplinary proceedings must be disclosed to all relevant members with no less than fourteen (14) days prior to the hearing.

(d) Charged Members are required to provide any documentation upon which they will rely on during the Disciplinary Hearing to the Secretary no less than seven (7) days prior to the disciplinary hearing.

17.1.5 *Disciplinary Tribunal and Hearing*

(a) The Disciplinary Tribunal shall be formed of three members, one of which must be the President of the Club, and are appointed by the Committee.

(b) The remaining members of the Tribunal may be Members of the Club but must not be in any way involved in the matter, or have a perceived or actual bias in favour or against any the Members concerned.

(c) The Disciplinary Tribunal may conduct its hearing how it sees fit, so long as procedural fairness is afford and the person(s) the subject of the allegation have an opportunity to be heard,

including calling witnesses or relying on written submissions, and be given due consideration before the conclusion of the hearing process.

(d) The Disciplinary Tribunal must produce a written report to the Committee at the conclusion of their hearing outlining the findings of the hearing.

17.1.6 *Disciplinary Action and Finalising Process*

(a) Once in receipt of the Disciplinary Hearing report, the Committee may take any action, which it deems fit, appropriate and reasonable given the matter, including no action.

(b) The Committee must provide the person(s) subject of the disciplinary process written notice of the Committee's decision, including outlining any disciplinary action, within seven (7) days after the Committee meeting in which the decision is made.

(c) All disciplinary action takes effect immediately from the date resolved by the Committee, unless the Committee so otherwise determines.

(d) Suspended Members have their voting rights suspended for the whole duration of their suspension.

(e) All complainants, as well as other persons subject to a disciplinary process, shall have the outcome of the process outlined and confirmed in writing by the Club.

(f) Any member that has disciplinary action imposed by the Committee is not entitled to any form of compensation, refund, rebate, relief or credit from for any suspended membership, loss of other rights or other outcome by the Committee.

17.1.7 *Appeals*

(a) An appeal to either the Committee's findings and/or disciplinary action may be lodged within fourteen (14) days of receiving written notice of the outcome of the disciplinary process.

(b) All appeals shall be determined by the membership at the next General Meeting.

(c) The Disciplinary action of the Committee shall stand until otherwise overturned at the next subsequent General Meeting, unless the Committee deem it appropriate and just to impose alternative interim measures until the General Meeting has heard and determined the appeal.

17.2 Disputes Arising Under The Constitution

17.2.1 The following procedure is for the resolution of disputes between a Member and another Member(s) or between the club and its Member(s) relating to this Constitution.

17.2.2 Commencing

(a) The parties to the dispute must attempt to resolve the dispute between themselves within fourteen (14) days after the dispute has come to the attention of the parties.

(b) If the parties to the dispute are unable to resolve the dispute between themselves within fourteen (14) days any party to the dispute may start the dispute procedure by giving written notice to the Secretary, which must outline the parties to the dispute and the matters that are the subject of the dispute.

(c) Within twenty-eight (28) days after the Secretary is given the notice, a Committee meeting must be convened to consider and determine the dispute.

(d) The notice given to each party to the dispute must state;

(i) When and where the Committee meeting is to be held; and

(ii) that the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both) submissions to the Committee about the dispute.

(e) If the dispute is between the Club and a Member, or multiple members, and any party to the dispute gives written notice to the Secretary stating that the party does not agree to the dispute being determined by the Committee and requests the appointment of a mediator, then the dispute in dealt in accordance with subclauses 17.3 below.

17.2.3 Determination by Committee

(a) At the Committee meeting at which a dispute is to be considered and determined, the Committee must give each party to the dispute, or the party's representatives, a reasonable opportunity to make written or oral submission (or both) to the Committee about the dispute; and

(i) give due consideration to any submissions so made; and

(ii) determine the dispute.

(b) The Committee must give each party to the dispute written notice of the Committees determination, and the reason for the determination, within seven (7) days of the Committee meeting at which the determination is made.

(c) A party to the dispute may, within fourteen (14) days after receiving notice of the Committee's determination, given written notice to the Secretary requesting the appointment of a mediator, as outlined below.

(d) If notice is given under subclause 17.2.3 (c) each party to the dispute is a party to the mediation.

17.3 Mediation

17.3.1 The grievance procedure set out in this clause applies to disputes under this Constitution between:

(a) A Member and another Member, or Members, that has not been resolved in 17.2; or

(b) A Member and the Club; or

(c) If the Club provides services to non-members, those non-members who receive services form the Club, and the Club.

17.3.2 The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within fourteen (14) days after the dispute come to the attention of all the parties.

17.3.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within ten (10) days, hold a meeting in the presence of a mediator.

17.3.4 The Mediator must be:

(a) A person chose by agreement between the parties; or

(b) In the absence of agreement;

(i) In the case of a dispute between a Member and another member, a person appointed by the Committee of the Club.

(ii) In the case of a dispute between a Member, or relevant non-member to which the Club provides services, and the Club a person who is a mediator appoint to, or employed with, another not-for-profit organisation.

17.3.5 A Member of the Club can a mediator.

17.3.6 The mediator cannot be a Member who is party to the dispute, have a personal interest in the dispute, or have a bias in favour or against any party to the mediation.

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

17.3.8 The mediator, in conducting the mediation, must:

(a) give the parties to the mediation process a reasonable opportunity to be heard;

(b) allow due consideration by all parties of any written statements submitted by any party; and

(c) ensure that natural justice is afforded to the parties to the dispute throughout the mediation process.

17.3.9 The meditator must not determine the dispute and all proceeding relating to the mediation must be confidential and without prejudice.

17.3.10 Cost of the mediation, if any, are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

17.3.11 Following mediation, if the matter is still unresolved between the parties, either party may seek to have the dispute resolved in accordance with the Act or otherwise by the Law.

18 BY LAWS

18.1 The Committee shall have the power to make, alter, amend or rescind any By-Laws of the Club for the regulation of the Club.

18.2 By-Laws may:

(a) provide for the rights and obligations that apply to any classes of membership;

(b) impose restrictions on the Committee's powers, including the power to dispose of Club assets;

(c) provide for any other matter the Club considers necessary or convenient to be dealt with in the By-Laws.

18.3 Any By-Law made must not be inconsistent with the objects of the Club, with this Constitution, or the Act.

18.4 All By-Laws, or alterations to By-Laws, shall be submitted to the next General Meeting of the membership for ratification. If any By-Law is not ratified at the next General Meeting it is taken to be ineffective from the date following the General Meeting, without effecting the validity of the By-Law for the period between the By-Law being passed by the Committee and the date of the General Meeting that did not ratify that By-Law.

18.5 A copy of the By-Laws must be provided to a Member of the Club in the same manner as imposed on the Secretary regarding provision of this Constitution.

19 GIVING NOTICE

19.1 Service on a Member

Without limiting any other way of giving notice or documents that may be specified in this Constitution, any notice may be validly given under this Constitution by:

(a) serving it on a Member personally; or

(b) sending it by post or email to a Member at the address of the Member in the registerer of Members kept and maintained by the Registrar; or

(c) sending it to a fax number or electronic address nominated by the Member for communications with the Club.

19.2 Service on the Club

A Member may give notice or documents to the Club by:

(a) Delivering it by hand, or sending by post, to the Club's registered address

(b) Sending it to a fax number or electronic address nominated by the Club.

19.3 Post

A document or notice may be sent by ordinary post, unless it is send either from or to an address outside Australia then it may be sent by registered mail.

And in either case is taken to have been received on the fifth (5th) business day after the date of posting.

19.4 Electronic Transmission

If a document or notice is sent by any form of electronic transmission, delivery of the document is taken to:

(a) be effected by properly addressing and transmitting the electronic transmission, and

(b) have been delivered on the business day following its transmission.

20 INDEMNTY AND IRREGULARITIES

20.1 The Club shall indemnify its Committee members, officers, auditors and employees against all liabilities, damages and costs, including legal costs, for which any such persons may, or become, liable to any third party in consequence of any act or omission, except wilful misconduct, performed:

(a) in the case of a Committee member or office holder, while acting on behalf of and with the authority, express or implied of the Club; and

(b) in the case of an employee, in the course and within the scope of their employment by the Club.

20.2 Any irregularity in any election or appointment, or in any act of thing done by anybody in relation to this Constitution shall be rendered regular if approved by a two-thirds majority of Members with voting rights present at a General Meeting of the Club.

20.3 Any acts done in good faith by any Committee, General Meeting or office holder of the Club in their role shall be held as valid notwithstanding that it is afterwards discovered they had not been duly appointed.

21 SEAL

21.1 The ~~CLUB~~ Club shall have a common seal and the seal shall be held in the custody of the President.

21.2 The persons authorised to use the seal shall be the President and Secretary, provided that in the absence of either of those persons, the seal may be used by the President or Secretary and any other ~~COMMITTEE~~ Committee member as may be so designated and authorised by a meeting of the ~~COMMITTEE~~ Committee.

21.3 The seal shall not be affixed to any deed; instrument or other document except by order of the ~~COMMITTEE~~ Committee and any such document shall be counter-signed by the said persons so using the seal.

22 AMENDMENTS

22.1 The ~~CONSTITUTION~~ Constitution may be amended, altered, or rescinded in part by resolution(s) passed at a General Meeting called for that purpose, with any such meeting required to provide not less than twenty one (21) days' notice to the membership ~~in writing~~ specifying:

(i) The intention to propose the resolution;

(ii) The particulars of the resolution and reasons for the resolution; and ~~as a special resolution has been given to the MEMBERS of the CLUB.~~

(iii) The date, time and place of the meeting.

22.2 Any voting Member present at the meeting called to determine the proposed motion may move an amendment to such motion without giving prior notice, provided that in the opinion of the Chairman the proposed amendment is relevant to the subject matter of the motion and is not a direct negative of the motion.

22.3 Any resolution to amend, alter or rescind in part the Constitution must be passed by at least three-fourths (75%) of the eligible voting Members present at the meeting.~~. by a majority of not less than three-fourths of the eligible voting MEMBERS Members of the CLUB Club present at an AGM or a General Meeting called ("A special resolution") for that purpose~~

22.4 Within one (1) month of any motion to amend the rules being passed, or a further time as determined by the Act or Commissioner, the Club must lodge with the Commissioner notice of the special resolution setting out particulars of the amendment and any other required documentation.

22.5 Any amendment or amendments to the Constitution do not take effect until sub clause 22.4 is complied with and the amendments have been certified by the Commissioner.

23 DISSOLUTION

23.1 The ~~CLUB~~ Club may be wound-up, if it is at that time solvent, by a special resolution, of which not less than twenty-eight (28) days written notice has been given to those ~~MEMBERS~~ Members entitled to receive notice of General Meetings, which notice specifies the proposed resolution and which is carried at a General Meeting of the ~~CLUB~~ Club by three-fourths majority.

23.2 In the event of dissolution or winding-up, after payment and satisfaction of all debts and liabilities, all remaining assets and the records of the ~~CLUB~~ Club ("surplus property") shall be transferred to the WPWAI (conditional upon it then being registered under the ~~ACT~~ Act), or such other incorporated association or for such charitable purposes as may be authorised by the ~~ACT~~ Act and as the ~~CLUB~~ Club may by resolution of the ~~MEMBERS~~ Members authorise.

23.3 Dissolution shall be effected in accordance with the provisions and requirements of the ~~ACT~~ Act and shall take effect:

(a) Seven (7) days after the distribution of the surplus property is completed;

or

(b) if there is no surplus property, fourteen (14) days after' a copy of the resolution is lodged with the ~~COMMISSIONER~~ Commissioner, as required by the ~~ACT~~ Act.