

CONSTITUTION

of

FREMANTLE PARK SPORT AND COMMUNITY CENTRE INC.

9 January 2019

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1. Name of Club

- (a) The name of the Association shall be Fremantle Park Sport and Community Centre Inc.

2. Objects

- (a) **The principal objects** are to establish, maintain and conduct an association that upholds the objects of the Founding Clubs and to support the recreational, social, sporting, cultural and community dimensions of that interest. These objects include the provision of facilities for the pursuit of literary, scientific, athletic, and professional and any other lawful purpose that provides benefits and enjoyment for the members of The Centre.
- (b) To provide and maintain The Centre and sporting amenities for the use of the members.
- (c) **Secondary object**, to maintain a club licence under the current Liquor Act and its amendments.

3. Not for Profit

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

4. Definitions

- (a) In reading this Constitution, unless the context or such otherwise indicates or requires:
- (i) "The Centre" means Fremantle Park Sport and Community Centre Inc.
 - (ii) "The Centre Premises" means all land, building and structures thereon of which The Centre is the bona fide occupier.
 - (iii) "Voting rights" means the ability for a financial member to move or second a motion or special motion; speak at all general meetings; hold a position on the Committee; vote at all general meetings; and petition for a special general meeting.
 - (iv) "The Act" means the Associations Incorporation Act 2015, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
 - (v) "Commissioner" means the person for the time being designated as the Commissioner under section 153 of the Associations Incorporation Act.
 - (vi) "Liquor Act" means the Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
 - (vii) "Centre Member" means an Ordinary Centre Member, Social Centre Member or Junior Centre Member as the case may be.
 - (viii) "Committee" means the Committee for The Centre, duly appointed for the time being in accordance with these Rules.
 - (ix) "Annual Meeting" means an Annual General Meeting.
 - (x) "Books of the Association" means the Members Register; the Record of Office Holders; and The Centre's Constitution.

- (xi) "By-Laws" means the codes of rules made and adopted by The Centre in accordance with Section 18(b)(xii).
- (xii) "Financial year" means from the first of July each year, until the following 30th of June.
- (xiii) "Financial records" includes invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers; documents of prime entry; working papers and other documents needed to explain the methods by which financial statements are prepared; and adjustments to be made in preparing financial statements.
- (xiv) "Financial report" has the meaning given in Part 5 of The Act.
- (xv) "Financial statements" means the financial statements in relation to The Centre required under Part 5 of The Act.
- (xvi) "Founding Club" means the founding member clubs of The Centre:
 - 1. The Fremantle Bowling Club Inc.
 - 2. Fremantle Lawn Tennis Club Inc.
 - 3. Fremantle Workers Social and Leisure Club Inc.
- (xvii) "General Meeting" means a General meeting of The Centre whether Annual or Special.
- (xviii) "Month" means a calendar month.
- (xix) "Special General Meeting" means a General Meeting, called in accordance with Section 12, at which only business that has been described in the notice may be transacted.
- (xx) "Special Resolution" means a resolution passed by the members at a general meeting in accordance with Section 51 of The Act.

5. Membership

- (a) The Centre shall keep an up to date member register in respect of Centre and Honorary Members.
 - 1. Residential, postal or email address; or information by means of which contact can be made with the member, can be nominated for the member register.
 - 2. Each Founding Club shall provide to The Centre an updated member register within fourteen (14) days of making any amendments to current membership.
 - 3. This register must be continually available for inspection at The Centre premises by authorised officers.
- (b) All members of The Centre shall be members of one or more Founding Clubs.
- (c) Membership of The Centre shall consist of the following:
 - (i) Ordinary Centre Member – an Ordinary Member of a Founding Club.
 - (ii) Social Centre Member – a Social Member of a Founding Club.
 - 1. Social Centre Members shall not be entitled to voting rights.

- (iii) Junior Member – a Junior Member of a Founding Club.
 - 1. Persons granted this category of membership shall have no voice in the management of The Centre and shall not be entitled to hold any office or hold voting rights.
 - 2. This category of member does not have the authority to invite guests to The Centre.
 - 3. Any Junior Member on attaining the age of 18 years wishing to remain a member of The Centre shall be granted the appropriate club membership and shall pay the full subscription as set down from time to time.
 - (iv) Temporary Member – a person who is on any day visiting The Centre as a member or an official of another club or team, or a person assisting a member or an official of another club or team to:
 - a. Engage in a pre-arranged event with The Centre as per The Centre’s objects; or
 - b. Hold a pre-arranged function at The Centre involving the use of The Centre’s sporting facilities.
 - 1. Temporary Members shall not be entitled to be present at any meeting of the members of The Centre, nor have any right, title or interest in or to any of the property of The Centre.
 - (v) Reciprocal Member – a visitor who is a full financial member of any like club in Western Australia or any Licensed Club located outside of Western Australia.
 - 1. Reciprocal membership shall only be granted after pre-arrangement with The Committee.
 - 2. Reciprocal Members shall not be entitled to be present at any meeting of the members of The Centre, nor have any right, title or interest in or to any of the property of The Centre.
 - (vi) Honorary Member – Membership that may be granted to Centre Patrons, Sponsors, Selected Government Officers and any other such persons as the committee may decide from time to time based on their relationship to The Centre or community.
 - 1. Honorary membership will be restricted at any one time to a level deemed appropriate by the Committee or as may be suggested by the liquor licensing authority.
 - 2. Honorary Members shall not be entitled to be present at any meeting of the members of The Centre, nor have any right, title or interest in or to any of the property of The Centre.
- (d) Temporary, Reciprocal and Honorary membership would be subject to withdrawal by any club official, including bar persons, acting in the best interests of The Centre.
- (e) Cessation of Membership:
- (i) A person ceases to be a member when any of the following takes place:
 - 1. For a member who is an individual, the individual dies.
 - 2. For Centre Members, where the person ceases to be a member of his or her Founding Club.

3. The person resigns from The Centre.
 4. The person is expelled from The Centre under Section 25.
 5. The person ceases to be a member under Section 10(c).
- (ii) The Secretary will keep a record on file of the date on which the person ceased to be a member; and
- (iii) The reason why the person ceased to be a member.
- (iv) A member may resign from membership of The Centre by giving written notice of the resignation to the Secretary:
1. The resignation takes effect when the Secretary receives the notice; or if a later time is stated in the notice, at that later time.
 2. A person who has resigned from membership of The Centre remains liable for any fees that are owed to The Centre (the owed amount) at the time of resignation.
 3. The owed amount may be recovered by The Centre in a court of competent jurisdiction as a debt due to The Centre.

6. Application to Become a Member

- (a) Any person desiring to become a member of The Centre shall sign the application form provided, indicating which Founding Club/s of which they are a member.
- (i) The Centre will forward a copy of the application form to the Founding Club to be processed as per the Founding Club's constitution.
- (ii) The applicant will then be accepted or denied membership.
- (b) No person shall be entitled to exercise any of the privileges of a member until they have paid all subscriptions due by them.
- (c) The Committee shall have the right to refuse to admit any person to membership without assigning any reason for doing so.
- (d) On the acceptance of each nominee, the Secretary shall notify the same to them, and they shall be enrolled as a member of The Centre, and become entitled to the privileges and be bound by its rules and by all consequences resulting from breach or non-performance thereof, and shall thereby absolve every person concerned in carrying out enforcing such rules from all personal responsibility or legal liability on such account.

7. Member's Rights

- (a) The rights and privileges of every member shall be personal and shall not be in any manner transferable by their own act or through any other person on their behalf or by operation of law.
- (b) Only Ordinary Centre Members shall be entitled to voting rights.
- (c) Employees – Members who are employees of The Centre are entitled to all the rights and privileges of membership excluding those rights concerned with the selection, election and holding of office with The Centre.

- (d) All members, upon acceptance, will be supplied with an electronic copy of The Centre constitution or will be directed to obtain a copy of The Centre constitution from The Centre's website.
- (e) Upon acceptance to membership, all members agree to be bound by The Centre Code of Conduct.
- (f) Guests – Ordinary Centre Members and Social Centre Members shall be at liberty to invite guests to The Centre, but the number of guests shall not exceed the maximum number as contained in Section 48(4)(b) of the Liquor Act.
- (g) A member may hold private family and business functions without limit to number of guests, providing that the sale of liquor shall be:
 - (i) ancillary to a meal supplied at The Centre by or on behalf of The Centre to a member and to each of the guests of that member being guests of whose attendance was given prior notice to The Centre; or
 - (ii) to a Member, for consumption by the guests of that member at a function held by or on behalf of that member at The Centre
- (h) Functions – Ordinary Centre Members and Social Centre Members are entitled to host functions on The Centre premises after written application for said function has been considered and approved by the Committee.
 - (i) The Secretary will furnish the applicant with a written copy of Club rules relating to functions after the application has been approved and any additional conditions and restrictions it shall see fit.
- (i) Upon request, a member is able to inspect the Books of the Association at such time and place as is mutually convenient to The Centre and the member.
 - (i) A member must contact the Secretary to request to inspect the Member Register.
 - (ii) The member may make a copy of details from the Member Register but has no right to remove the Register for that purpose.
 - (iii) A member may make a request in writing for a copy of the Member Register.
 - (iv) The Centre may charge a reasonable fee to the member for providing a copy of the Member Register, the amount to be determined by the Committee from time to time.
 - (v) A member must not use or disclose the information on the Member Register:
 - 1. To gain access to information that a member has deliberately denied them (that is, in the case of social, family or legal differences or disputes);
 - 2. To contact, send material to The Centre or a member for the purpose of advertising for political, religious, charitable or commercial purposes; or
 - 3. For any other purpose unless the use of the information is approved by the Committee and for a purpose:
 - a. That is directly connected with the affairs of The Centre; or
 - b. Related to the provision of the information to the Commissioner in accordance with a requirement of the Act.

- (vi) The Committee may require a member who requests a copy of the Member Register to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of The Centre.

8. Subscriptions

- (a) The annual subscription of The Centre shall be set by majority vote of the Committee prior to the commencement of the financial year.
 - (i) Subscriptions for each Founding Club shall be set and collected as per the Founding Club's individual constitution.
- (b) Notice of the fees and subscriptions shall be notified to the members and Founding Clubs via The Centre notice board and/or by electronic means.
- (c) Each Founding Club shall collect subscriptions on behalf of The Centre and shall forward such monies to The Centre within fourteen (14) days of collection.
- (d) All subscriptions are due from the first day of July and on or before 1st September provided that:
 - (i) the Committee shall not declare a member un-financial if at least half of the subscription is paid by 1st September in the current year; and/or
 - (ii) the balance of the subscription is paid by the 1st October in the current year.

9. New Members

- (a) Subscriptions for The Centre and each Founding Club must be paid upon application of membership.

10. Liability for Subscription

- (a) Any member who does not notify the Secretary of The Centre or the Secretary of their Founding Club in writing before the date of the Annual Meeting of his or her withdrawal from The Centre shall be liable for the subscription for the current club year.
- (b) The Committee shall have the power by resolution to remove from the roll of members the name of any new member who fails to pay his or her subscription within two weeks from the date of his or her membership approval.
- (c) Any member whose subscription is in arrears after 1st September in each year shall cease to be a member.

11. General Meetings – Annual General Meeting

- (a) The Annual General Meeting of members shall be held every calendar year within six months after the end of The Centre's financial year, with the Committee to determine the date, time and place.
- (b) All Notices of Motion for consideration at the Annual Meeting must be handed to the Secretary in writing by 5pm no less than fourteen (14) days prior to the date set for said meeting.
- (c) Notice of the meeting (including date, time and location) and agenda items, including wording of Notices of Motion or proposed resolutions, must be posted on The Centre notice board for seven (7) days before the date of the meeting for all members to read. If

- the resolution is intended to be proposed as a special resolution this will also be stated in the notice with the wording of the proposed special resolution.
- (d) Members who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion.
 - (e) Thirty (30) financial members with voting rights shall constitute a quorum at an Annual Meeting.
 - (f) In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for an Annual Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.
 - (g) The Chairman of the meeting shall be the Chairperson of the Committee or if not available, then any member of the Committee shall be nominated and elected by the members present.
 - (h) Only members with voting rights as per the constitution will be permitted to vote on matters at the Annual Meeting.
 - (i) The Chairperson shall decide all questions of order unless otherwise provided by these rules.
 - (j) The order of business at the Annual Meeting shall be as follows:
 - (i) Reading notice of meeting.
 - (ii) Reading minutes of the last Annual Meeting and any other General Meeting not yet confirmed and confirming or amending same.
 - (iii) Reading Chairperson's Report, discussion and adoption or otherwise.
 - (iv) Presentation and acceptance of financial report.
 - (v) Election and/or appointment of Committee.
 - (vi) Election of The Centre's Auditor.
 - (vii) Special Business of which Notice of Motion has been given.
 - (viii) Other Business.

12. General Meetings – Special General Meeting

- (a) The Committee may at any time call a Special General Meeting.
- (b) A Special General Meeting shall also be called by the Committee on a requisition signed by no less than 20% of members with voting rights, stating in detail the purpose of the meeting.
- (c) Notice of the meeting (including date, time and location) and agenda items, including wording of Notices of Motion or proposed resolutions, must be posted on The Centre notice board for seven (7) days before the date of the meeting for all members to read. If the resolution is intended to be proposed as a special resolution this will also be stated in the notice with the wording of the proposed special resolution.
- (d) Members who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion.

- (e) Only business of which notice shall have been given as above, or in accordance with these rules, shall be transacted at a Special General Meeting.
- (f) Seven (7) financial members with voting rights shall form a quorum.
- (g) In the case of insufficient members to form a quorum being present after thirty (30) minutes following the advertised start time for a Special General Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.
- (h) Only members with voting rights, as per the constitution will be permitted to vote on matters at the Special General Meeting.
- (i) The Chairperson shall decide all questions of order unless otherwise provided by these rules.

13. General Provisions for General Meetings

- (a) General Meetings may take place:
 - (i) where the members are physically present together; or
 - (ii) where the members are able to communicate by using any technology that reasonably allows the member to participate fully in discussions as they happen in the General Meeting and in making any decisions, provided that the participation of the member in the General Meeting must be made known to all other Members.
- (b) A member who participates in a meeting as set out in Section 13(a)(ii):
 - (i) is deemed to be present at the General Meeting; and
 - (ii) continues to be present at the meeting for the purposes of establishing a quorum until the member notifies the other members that he or she is no longer taking part in the General Meeting.

14. General Provision

- (a) No Member shall be entitled to take any legal action against The Centre, other than a claim for goods sold and delivered and services rendered, and must conform to the decisions of the Committee and in the case of an appeal, to the decision of the General Meeting to which he or she may appeal.
- (b) These rules shall be the rules of The Centre and shall be binding on members.
- (c) Correct accounts and books shall be kept showing the financial affairs of The Centre and the particulars usually shown in books of accounts of a like nature.
- (d) The Centre and other club facilities are to be provided and maintained from the joint funds of The Centre and no person shall be entitled under these rules to derive any benefit or advantage from The Centre which is not shared equally by every member thereof.
- (e) Section 14(d) does not prevent:
 - (i) the payment in good faith of remuneration to any officer, employee or member in return for any services actually rendered to The Centre or for goods supplied in the ordinary and usual course of business;

- (ii) the payment of interest at a rate not exceeding the prevailing market rate published by the Reserve Bank of Australia as the “Cash Rate Target” from time to time on money borrowed from any member;
- (iii) the payment of reasonable and proper rent by The Centre to a member for premises leased by the member to The Centre; or
- (iv) the reimbursement of expenses incurred by any member or any Committee Member on behalf of The Centre;
- (v) the reimbursement of a Committee Member’s travelling and other expenses as properly incurred:
 - 1. in attending Committee Meetings or Sub-Committee meetings;
 - 2. in attending any General Meetings of The Centre; and
 - 3. in connection with The Centre’s business.

15. Appointment of the Committee

- (a) The management of The Centre shall be vested in the Committee consisting of nine (9) Committee persons appointed for a one (1) year term.
 - (i) Each term shall commence immediately after The Centre’s Annual Meeting each year.
- (b) The Committee shall comprise of three (3) Committee Members from each of the Founding Clubs.
- (c) Each Founding Club shall provide three (3) Committee Members as per their Constitution.
 - (i) If a Founding Club is unable to provide three (3) Committee Members, vacant positions shall be appointed as per Section 16(k).

16. The Committee and Conditions

- (a) The Executive positions on the committee shall be Chairperson, Deputy Chairperson, Secretary, Treasurer and any other as determined by the full Committee, and shall be elected at the first meeting of the elected Committee.
- (b) The Centre Manager shall report to and attend all Committee meetings as an ex-officio member, but shall not be entitled to vote.
- (c) The quorum at all Committee meetings shall be five (5) members.
- (d) Committee Meetings may take place:
 - (i) where the Committee Members are physically present together; or
 - (ii) where the Committee Members are able to communicate by using any technology that reasonably allows the Committee Member to participate fully in discussions as they happen in the Committee Meeting and in making decisions, provided that the participation of the Committee Member in the Committee Meeting must be made known to all other members.
- (e) A Committee Member who participates in a meeting as set out in Section 16(d)(ii):
 - (i) is deemed to be present at the Committee Meeting; and

- (ii) continues to be present at the meeting for the purposes of establishing a quorum until the Committee Member notifies the other Committee Members that he or she is no longer taking part in the Committee Meeting.
- (f) The Committee shall meet together for the dispatch of business not less than eight (8) times in each year and the meetings shall be organised so that they are not more than two (2) months apart.
- (g) Special meetings may be called by the Chairperson, Secretary or on the request of three members of the Committee.
- (h) The Committee is able to determine the distribution of Committee Meeting minutes.
- (i) All members, or other guests, may attend Committee Meetings if invited by the Committee but the person shall not have any right to comment without invitation, or vote on any matter, or to be provided with copies of any agenda, minutes of meetings, or documents presented to such meetings.
- (j) No member of the Committee shall be held to have resigned his/her seat until his/her resignation, in writing, has been accepted by the Committee.
- (k) Committee Vacancies
 - (i) Any vacancy occurring in the Committee as per Section 17 may be filled at a meeting of the Committee when a member may be elected to fill such a vacancy until the next Annual Meeting provided the member elected at such Committee meeting shall hold office in the place of, and upon the same terms and conditions as their predecessor, had the latter continued in the office.
 - (ii) In the vacancy of the Chairperson then the Deputy Chairperson shall become Chairperson.
 - (iii) A casual vacancy of Deputy Chairperson shall be filled by the Committee from a member of the Committee.
 - (iv) If vacancies in the Committee result in the number of Committee Members being less than the number fixed under Section 16(c), the continuing Committee Members may act to only:
 - 1. increase the number of members on the Committee to the number required for a quorum; or
 - 2. convene a General Meeting of The Centre.
- (l) The Chairperson shall preside at all meetings of the Committee of The Centre and, in his or her absence the Deputy Chairperson.
 - (i) Should neither be present, the meeting shall elect a Chairperson.
- (m) All resolutions of the Committee shall be decided by a majority vote of all those present.
 - (i) In the case of equality of votes, the proposal before the Committee shall be decided in the negative.
- (n) The Chairperson or in his or her absence the Deputy Chairperson shall be authorised to speak on behalf of The Centre.
- (o) Any act performed by the Committee, a sub-committee or a person acting as a Committee Member is deemed to be valid even if the act was performed when:

- (i) there was a defect in the appointment of a Committee Member, subcommittee or person holding a subsidiary office; or
- (ii) a Committee Member, a sub-committee member or a person holding a subsidiary office was disqualified from being a Committee/sub-committee member as per Section 19(g) or 19(h) as a result of bankruptcy or conviction of a relevant criminal offence.

17. Ceasing to be a member of the Committee

- (a) A casual vacancy occurs in the office of a Committee Member and that office becomes vacant if the Committee Member:
 - (i) dies;
 - (ii) ceases to be a member of The Centre;
 - (iii) ceases to be a member of his or her Founding Club;
 - (iv) becomes disqualified from holding a position under Section 19(g) or 19(h) as a result of bankruptcy or conviction of a relevant criminal offence;
 - (v) becomes permanently incapacitated by mental or physical ill-health;
 - (vi) resigns from office under Section 16(j);
 - (vii) is absent from more than:
 - 1. three (3) consecutive Committee Meetings without a good reason; or
 - 2. three (3) Committee Meetings in the same financial year without tendering an apology to the person presiding at each of those Committee Meetings;
 - (viii) is removed from office under by resolution at a General Meeting of The Centre if a majority of the members present and with voting rights at the meeting vote in favour of the removal.
 - 1. The Committee Member who faces removal from the Committee must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state his or her case as to why the member should not be removed from his or her position on the Committee.
 - 2. If all Committee Members are removed by resolution at a General Meeting, the members must, at the same General Meeting, elect an interim Committee.
 - 3. The interim Committee must, within two months, convene a General Meeting of The Centre for the purpose of electing a new Committee.

18. Powers of the Committee

- (a) The business of The Centre shall be managed by the Committee who may exercise all powers of The Centre, except those required to be exercised by The Centre at a General Meeting.
- (b) Without prejudice to the powers conferred by the last preceding rule, the Committee shall, subject to the by-laws, have power to do the following things:

- (i) To purchase or otherwise acquire any books, newsletters or periodicals and dispose of them as it may see fit.
- (ii) To determine from time to time the conditions on which and time when members may use the property of The Centre or any part or parts thereof, and when and under what conditions the premises of The Centre or any part or parts thereof shall be used by members.
- (iii) To determine what person, if any, not being members of The Centre shall be permitted to use the premises of The Centre or any part or parts thereof and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodation.
- (iv) To appoint any other officials or servants of The Centre and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to paid positions shall be engaged under a contract, award or classification of work in the [Registered and Licensed Clubs Award (2010)] and its amendments.
- (v) To delegate, subject to such conditions as it thinks fit any of its powers to Sub-Committees consisting of such members of the Committee and other members of The Centre co-opted for the purpose as it may determine and to make such regulations as to the proceedings of such Sub-Committees as may be thought desirable.
- (vi) To regulate and control their own meeting and the transaction of business.
- (vii) To reimburse expenses of any servant of The Centre for faithful and diligent service as deemed fit.
- (viii) In accordance with the rules, to suspend, or expel any member.
- (ix) To enter into or accept any lease or tenancy of the premises whereon The Centre shall conduct its affairs or of any furniture, goods and effects, which may be required for the use of The Centre, on such terms and on such conditions as The Centre, may deem expedient.
- (x) To take and defend all legal proceedings by or on behalf of The Centre and to appoint all necessary Attorneys for any such purpose.
- (xi) To borrow, raise or secure the payment of money, and to sell and dispose of the assets of The Centre up to \$20,000.
- (xii) To make, alter and repeal by-laws not inconsistent with these rules regulating the use and management of The Centre premises, the admission of members and the conduct of The Centre and its affairs generally.
- (xiii) To do and perform any other act, matters and things in connection with or relative to the management of The Centre as shall not by these rules require to be done by The Centre in General Meetings.
- (xiv) To appoint such number of delegates to sporting bodies and associations with which The Centre may from time to time be affiliated as may be required by the rules thereof and such delegates shall hold office in accordance with the rules of such sporting bodies and associations respectively.

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

19. Role and Responsibilities of Committee Members

(a) Obligations of the Committee

- (i) The Committee must take all reasonable steps to ensure The Centre complies with its obligations under the Act and these Rules.

(b) Responsibilities of Committee Members

- (i) A Committee Member must exercise his or her powers and discharge his or her duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.

- (ii) A Committee Member must exercise his or her powers and discharge his or her duties in good faith in the best interests of The Centre and for a proper purpose.

- (iii) A Committee Member or former Committee Member must not improperly use information obtained because he or she is a Committee Member to:

1. gain an advantage for himself or herself or another person; or
2. cause detriment to The Centre.

- (iv) A Committee Member or former Committee Member must not improperly use his or her position to:

1. gain an advantage for himself or herself or another person; or
2. cause detriment to The Centre.

(c) A Committee Member having any material personal interest, i.e.: financial or non-financial interests, in a matter being considered at a Committee Meeting must;

- (i) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Committee;

- (ii) disclose the nature and extent of the interest at the next General Meeting of The Centre; and

- (iii) not be present while the matter is being considered at the Committee Meeting or vote on the matter.

(d) Section 19(c) does not apply in respect of a material personal interest that:

- (i) exists only because the Committee Member belongs to a class of persons for whose benefit The Centre is established; or

- (ii) the Committee Member has in common with all, or a substantial proportion of, the members of The Centre.

(e) The Secretary must record every disclosure made by a Committee Member under Section 19(c) in the minutes of the Committee Meeting at which the disclosure is made.

(f) No Committee Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of The Centre unless the person is

authorised by the Committee to do so and such authority is recorded in the minutes of the Committee Meeting.

- (g) No person shall be entitled to hold a position on the Committee if the person has been convicted of, or imprisoned in the previous five years for:
 - (i) an indictable offence in relation to the promotion, formation or management of a body corporate;
 - (ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
 - (iii) an offence under Part 4 Division 3 or section 127 of the Act;unless the person has obtained the consent of the Commissioner.
- (h) No person shall be entitled to hold a position on the Committee if the person is, according to the Interpretation Act section 13D, a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.
- (i) As soon as is practicable after a person has ceased to be a member of the committee of The Centre, all relevant documents, records as defined in by-law, if any, and security items (including passwords and keys) must be delivered to a member of the committee of The Centre.

20. Chairperson

- (a) The Chairperson:
 - (i) must consult with the Secretary regarding the business to be conducted at each Committee Meeting and each General Meeting;
 - (ii) may convene special meetings of the Committee under Section 16(g);
 - (iii) may preside over Committee Meetings under Section 16(l);
 - (iv) may preside over General Meetings under Sections 11 and 12; and
 - (v) must ensure that the minutes of a General Meeting or Committee Meeting are reviewed and signed as correct.

21. Secretary

- (a) The Secretary must:
 - (i) co-ordinate the correspondence of The Centre;
 - (ii) consult with the Chairperson about all business to be conducted at meetings and convene General Meetings and Committee Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting;
 - (iii) keep and maintain in an up to date condition the rules of The Centre and any by-laws of The Centre;
 - (iv) maintain the Members Register including the email, street, postal address or information by means of which contact can be made of each member;
 - (v) update the Register within 28 days of receiving notification from Founding Clubs of new members, members resigning, members suspended/expelled and in the latter

case, include date in which member ceases and reasons for cessation of membership;

- (vi) maintain the record of office holders of The Centre.
 - 1. Committee Members may nominate a business address, post office box address or email address to be used in the record in place of their personal address;
- (vii) ensure the safe custody of the Books, with the exception of the Accounting Records, of The Centre;
- (viii) keep full and correct minutes of Committee Meetings for approval at the next Committee meeting, which will then be stored;
- (ix) keep full and correct minutes of General Meetings, which will be distributed to all members within thirty (30) days of the General Meeting via email or post and will be tabled for adoption at the next General Meeting; and
- (x) perform any other duties as are imposed by these Rules or The Centre on the Secretary.

22. Treasurer

- (a) The Treasurer must:
 - (i) ensure all moneys payable to The Centre are collected, and that receipts are issued for those moneys in the name of The Centre;
 - (ii) ensure the payment of all moneys referred to in Section 22(a)(i) into the account or accounts of The Centre as the Committee may from time to time direct;
 - (iii) ensure timely payments from the funds of The Centre with the authority of a General Meeting or of the Committee, with all cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of The Centre signed by either:
 - 1. two (2) Committee Members; or
 - 2. one (1) Committee Member and a person authorised by the Committee
 - (iv) ensure that The Centre complies with the account keeping requirements in Part 5 of the Act;
 - (v) ensure the safe custody of the Financial Records of The Centre and any other relevant records of The Centre;
 - (vi) Coordinate the preparation of the financial statements or financial report, as imposed on The Centre under Part 5 of the Act, prior to their submission to the annual general meeting of The Centre;
 - (vii) assist the reviewer or auditor (if any) in performing their functions; and
 - (viii) perform any other duties as are imposed by these Rules or The Centre on the Treasurer.

23. Sub-Committees

- (a) The Committee may delegate any of its delegable powers to Sub-Committees consisting of such Centre Members as it thinks fit.
- (b) Such Sub-Committee must report to and be responsible to the Committee.

- (c) No act of any Sub-Committee shall be binding on the Committee or Club until ratified by the Committee.
- (d) The Chairperson must be an existing member of the Committee.
- (e) The Chairperson of the Committee must be an ex-officio member.

24. Alteration and Repeal of Rules

- (a) No repeals of any existing rules and no new rules or alteration, amendments or suspensions of a rule shall be valid unless a special resolution is carried by a three-fourths majority of members present and with voting rights at a General or Special General Meeting and by otherwise complying with Part 3 Division 2 of the Act.
- (b) Notices of motions to repeal, alter or suspend any rule shall be given to the Secretary at least twenty-one (21) days preceding the Annual or Special General Meeting at which the motion shall be presented. The Secretary shall exhibit the proposal on The Centre notice board and/or via electronic means at least fourteen (14) days prior to such meeting.
- (c) Within one month after the making of any amendment or addition to the rules of The Centre, passed by special resolution, the Committee shall submit the required documents to the Consumer Protection Division of The Department of Commerce. No effect will be given to the amendments without the acknowledgment of this Department.

25. Suspension or Expulsion of Members

- (a) The Committee shall have the power to reprimand, suspend or expel any member of The Centre.
- (b) The Chairperson, Committee or Approved Manager, in receiving a complaint from the Approved Manager or Approved Bar Staff of a member's behaviour, which is considered a serious breach of the Liquor Act or acceptable member behaviour or where police involvement is required, may suspend a member for a period of time until disciplinary action under Section 25(f) can be taken.
- (c) The Committee is required to exempt any member of that Committee from hearing a charge in which he or she has an interest.
- (d) If a responding member or a representative of the responding member does not attend within 30 minutes of the time stated on the hearing notice, the hearing may start without that member or his or her representative and determination will be made at the hearing.
- (e) The Committee shall apply the power to reprimand, suspend or expel any member of The Centre who:
 - (i) fail in the observance or commit any breach of any rule of The Centre, members Code of Conduct, or any by-law of The Centre, if any, or of any order or direction of the Committee or of any General Meeting; and/or
 - (ii) in the sole judgement of the Committee have been guilty in or out of The Centre's premises of any act, conducted matter or thing calculated to bring discredit on The Centre or its members, or to impair or affect the enjoyment of The Centre by other members
- (f) Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Committee with no less than seven (7) days' notice.

- (i) The Committee shall after hearing the accuser and accused and taking such evidence as they may consider proper, if they find the charge proved, inflict a penalty of suspension from all or any of the privileges of membership.
 - (ii) If the Committee consider that on a charge of gross misconduct suspension as above is insufficient, they may call on the member to resign, and if he or she neglects to resign within ten (10) days they may declare him or her to be expelled.
 - (iii) If a member is suspended or expelled under Section 25(f)(i) or 25(f)(ii), the person may appeal the Committee's decision through a Special general meeting by giving written notice to the Secretary within fourteen (14) days of receiving notice of the Committee's decision under Section 25(f)(i) or 25(f)(ii).
- (g) Members are not permitted to have legal representation attend any disciplinary matters, but may bring another member to act in a support capacity only.
- (h) If a member's membership is suspended under Section 25(f)(i), the Secretary must record in the Register:
- (i) the name of the member that has been suspended from membership;
 - (ii) the date on which the suspension takes effect; and
 - (iii) the length of the suspension as determined by the Committee under Section 25(f)(i).
- (i) During the period a member's membership is suspended, the member —
- (i) loses any rights (including voting rights) arising as a result of membership;
 - (ii) is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to The Centre; and
 - (iii) cannot attend The Centre as a Guest of a member, unless prior written authorisation is received by the Committee.
- (j) Upon the expiry of the period of a member's suspension, the Secretary must record in the Register that the member is no longer suspended.
- (k) If the Committee's decision to suspend or expel a member is revoked under these Rules, any act performed by the Committee or members in a General Meeting during the period that the member was suspended or expelled from Membership under Section 25(f) is deemed to be valid, notwithstanding the member's inability to exercise their rights or privileges of Membership, including voting rights, during that period.

26. Resolving Disputes

(a) Disputes Arising under the Rules

- (i) Section 26(a) applies to:
 - 1. Disputes between members; and
 - 2. Disputes between The Centre and one or more members that arise under the rules or relate to the rules of The Centre. This does not include disciplinary matters undertaken with club members, which are covered only under Section 25 of The Centre's Constitution.
- (ii) The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.

- (iii) If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this rule by giving written notice to the Secretary of the parties to, and details of, the dispute.
 - (iv) The Secretary must convene a Committee Meeting within twenty-eight (28) days after the Secretary receives notice of the dispute under Section 26(a)(iii) for the Committee to determine the dispute.
 - (v) At the Committee Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.
 - (vi) The Secretary must inform the parties to the dispute of the Committee's decision and the reasons for the decision within seven (7) days after the Committee Meeting referred to in Section 26(a)(v).
 - (vii) If any party to the dispute is dissatisfied with the decision of the Committee they may elect to initiate further dispute resolution procedures as set out in the Rules.
- (b) Mediation
- (i) Section 26(b) applies:
 - 1. where a person is dissatisfied with a decision made by the Committee under Section 25(f) or Section 26(a); or
 - 2. where a dispute arises between a member or more than one member and The Centre and any party to the dispute elects not to have the matter determined by the Committee.
 - (ii) Where the dispute relates to a proposal for the suspension or expulsion of a member this rule does not apply until the procedure under Section 25(f) in respect of the proposed suspension or expulsion has been completed.
 - (iii) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Section 26(a)(ii), or a party to the dispute is dissatisfied with a decision made by the Committee under Section 26(a)(vii), a party to a dispute may:
 - 1. Provide written notice to the Secretary of the parties to, and the details of, the dispute;
 - 2. Agree to, or request the appointment of, a mediator.
 - (iv) Party, or parties requesting the mediation must pay the costs of the mediation.
 - (v) The mediator must be:
 - 1. a person chosen by agreement between the parties; or
 - 2. in the absence of agreement:
 - a. if the dispute is between a member and another member – a person appointed by the Committee; or
 - b. if the dispute is between a member or more than one member and The Centre, the Committee or a Committee Member - an independent person who is a mediator appointed to, or employed with, a not for profit organisation.

- (vi) A member can be a mediator, but the mediator cannot be a member who is a party to the dispute.
 - (vii) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
 - (viii) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least five (5) days before the mediation session.
 - (ix) The mediator, in conducting the mediation, must:
 - 1. give the parties to the mediation process every opportunity to be heard;
 - 2. allow all parties to consider any written statement submitted by any party; and
 - 3. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
 - (x) The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.
- (c) Inability to Resolve Disputes
- (i) If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

27. Liquor Act

- (a) The Centre shall ensure a Duty Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Act.
- (b) The Centre shall be open for sale of liquor during such hours as The Committee shall from time to time determine and as permitted under the Liquor Act.
- (c) No liquor shall be sold or supplied to any juvenile.
- (d) No liquor shall be sold or supplied for consumption other than on The Centre's premises, unless The Centre holds a Full Club Liquor Licence and the member purchasing it removes such liquor from the premises of The Centre.
- (e) The Centre may allow visitors into the premises, as per the requirements of the Liquor Act.
 - (i) Visitors shall not be entitled to be present at any meeting of the members of The Centre, nor have any right, title or interest in or to any of the property of The Centre.
 - (ii) Visitors will be subject to withdrawal by any club official, including bar persons, acting on the best interests of The Centre.
 - (iii) an up-to-date register of visitors must be continually available for inspection at The Centre premises by authorised officers.

- (f) If The Centre holds a Full Club Liquor Licence they may seek an Extending Trading Permit – Associations to add local Associations as users of The Centre facility to hold their functions.

28. Common Seal

- (a) The Centre shall have a Common Seal, which shall be kept in the custody of the Secretary and shall not be affixed to any document except by the authority of The Committee and in the presence of at least one member of the committee.
- (b) Any document to which the Common Seal is affixed shall be countersigned by the Secretary or an officer appointed by the committee for that purpose.
- (c) The Centre may execute a document without using a Common Seal if the document is signed by:
 - (i) any two Committee Members; or
 - (ii) one Committee Member and a person authorised by the Committee.

29. Dissolution of The Centre

- (a) The Centre may cease its activities and have its incorporation cancelled in accordance with Part 10 of the Act:
 - (i) after the Committee has determined The Centre is able to pay or meet its debts and liabilities; and
 - (ii) the members resolve by Special Resolution that The Centre will:
 - 1. apply to the Commissioner for cancellation of its incorporation; or
 - 2. appoint a liquidator to wind up its affairs.
- (b) The Centre must be wound up in accordance with Part 9 of the Act if:
 - (i) the Committee has determined The Centre is unable to pay or meet its debts and liabilities; or
 - (ii) is party to any current legal proceedings; or
 - (iii) has any other outstanding legal obligations.
- (c) Upon cancellation of The Centre, the Surplus Property must only be distributed to one or more of the following:
 - (i) an incorporated association under the Act;
 - (ii) a body corporate that at the time of the distribution is the holder of a licence under the charitable collections legislation in Western Australia;
 - (iii) a company limited by guarantee that is registered as mentioned in section 150 of the Corporations Act 2001 (Cwth);
 - (iv) a company holding a licence that continues in force under section 151 of the Corporations Act 2001 (Cwth);
 - (v) a body corporate that:
 - 1. is a member or former member of The Centre; and

2. at the time of the Surplus Property is distributed, has rules that prevent the property being distributed to its members;
- (vi) a trustee for a body corporate referred to in Section 29(c)(v); or
 - (vii) a co-operative registered under the Co-operatives Act 2009 that, at the time of the distribution, is a non-distributing co-operative as defined in that Act.