

CONSTITUTION

East Fremantle Football Club Inc

Adopted by Members at the 2019 Special General Meeting held on Thursday, June 20th, 2019.

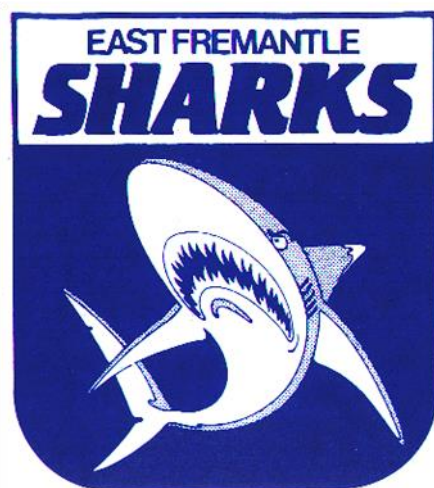
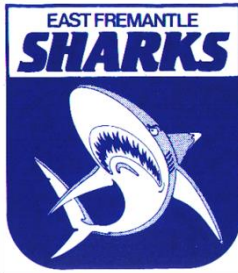


Table of Contents

1. NAME.....	4
2. AFFILIATION.....	4
3. COLOURS.....	4
4. DEFINITIONS.....	4
6.3 INTERPRETATION.....	5
5. OBJECTS.....	6
6. POWERS.....	7
6.1 AUTHORITY.....	7
6.2 NOT FOR PROFIT.....	9
6.4 DISSOLUTION OF THE CLUB.....	9
7. ADMINISTRATION.....	9
7.1 OFFICE BEARERS.....	9
7.2 CHIEF EXECUTIVE OFFICER.....	10
7.3 INDEMNITY.....	10
7.4 TEAM CAPTAIN, COACHES, COMMITTEES & OFFICIALS.....	11
7.5 PATRONS.....	11
8. BOARD OF MANAGEMENT.....	11
8.1 PRESIDENT.....	11
8.2 DIRECTORS.....	11
8.3 DISQUALIFICATION OF BOARD MEMBERS.....	12
8.4 RESIGNATION.....	14
8.5 VACANCIES.....	14
8.6 RESPONSIBILITIES.....	14
8.7 REPRESENTATION.....	15
8.8 MEETINGS.....	15
9. VALIDATION.....	17
10. MEMBERSHIP.....	17
10.1 APPLICATION FOR MEMBERSHIP.....	17
10.2 REGISTER.....	18
10.3 MEMBERSHIP CATEGORIES.....	19
10.4 GUESTS.....	21
10.5 FUNCTIONS.....	21

10.6	BOARD RESPONSIBILITY	22
10.7	DISCIPLINARY ACTION	22
10.	CEASING TO BE A MEMBER.....	23
11.	INCOME AND EXPENDITURE.....	23
12.	ASSETS & LIABILITY	24
13.	FUNDS AND ACCOUNTS.....	24
14.	ANNUAL REPORT	26
15.	AUDIT	26
16.	TRADING	26
17.	FINANCIAL YEAR	26
18.	LEVIES	26
19.	LEGAL ACTION.....	26
20.	ANNUAL ELECTIONS.....	27
20.1	VOTING	27
20.2	RETURNING OFFICER	27
20.3	SCRUTINEERS	27
20.4	ADVERTISEMENTS	27
20.5	ELIGIBILITY OF CANDIDATES.....	27
20.6	NOMINATIONS.....	27
20.7	POSTAL BALLOT	28
20.8	CONDUCT OF POLL.....	28
20.9	DECLARATION OF POLL	29
20.10	NO ELECTION	29
21.	GENERAL MEETINGS.....	30
	ANNUAL GENERAL MEETING	30
	SPECIAL GENERAL MEETINGS.....	30
	QUORUM.....	31
22.	CONSTITUTION	31
22.1	COPY DISPLAYED	31
22.2	INTERPRETATION.....	31
22.3	ALTERATION.....	31
22.4	NOTICE OF MOTION	31
23.	COMMON SEAL.....	32
24.	DISPUTES.....	32
25.	LIQUOR ACT	33



1. NAME

- 1.1 The name of the club shall be "The East Fremantle Football Club Inc"

2. AFFILIATION

- 2.1 The Club shall be affiliated with the West Australian Football Commission, its affiliates and successors.

3. COLOURS

- 3.1 The colours of the Club shall be blue and white.

4. DEFINITIONS

In reading this Constitution, unless the context or such otherwise indicates or requires:

- 4.1 "**Act**" means the *Associations Incorporation Act 2015* (WA), its amendments and any other legislation that may come into force to replace or supplement the Act;
- 4.2 "**Annual General Meeting**" means the annual general meeting of the Club referred to in clause 21.1;
- 4.3 "**Board**" means the board of management of the Club referred to in clause 8;
- 4.4 "**Board Members**" means the President and the Directors (and includes any Vice-Presidents) and a reference to "**Board Member**" refers to any one of them;
- 4.5 "**By-Laws**" means the codes of rules and by-laws made in accordance with clause 8.6.10;
- 4.6 "**Chief Executive Officer**" means the person appointed to the office of chief executive officer of the Club under clause 7.2;
- 4.7 "**Club**" means the East Fremantle Football Club Inc;
- 4.8 "**Club Premises**" means all land, building and structures of which the Club is the bona fide occupier from time to time;
- 4.9 "**Commissioner**" means the person for the time being designated as the Commissioner under section 153 of the Act;
- 4.10 "**Constitution**" means this constitution of the Club;

- 4.11 "**Director**" means a person elected to the office of director of the Club under clause 8.2 from time to time;
- 4.12 "**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;
- 4.13 "**Financial Report**" has the meaning given in Part 5 of the Act;
- 4.14 "**Financial Statements**" means the financial statements in relation to the Club required under Part 5 of the Act;
- 4.15 "**Financial Year**" has the meaning given in clause 17.1;
- 4.16 "**General Meeting**" means a general meeting of the Club and includes the Annual General Meeting or any Special General Meetings;
- 4.17 "**Liquor Act**" means the *Liquor Control Act 1988* (WA), its amendments and any other legislation that may come into force to replace or supplement this Act;
- 4.18 "**Members**" means the members of the Club referred to in clause 10.3 and entered in the Members Register;
- 4.19 "**Members Register**" has the meaning given in clause 10.2;
- 4.20 "**Objects**" means the objects of the Club outlined in clause 5;
- 4.21 "**President**" means the person appointed to the office president of the Club under clause 8.1 from time to time;
- 4.22 "**Returning Officer**" means the person referred to in clause 20.2;
- 4.23 "**Special General Meeting**" means a general meeting, called in accordance with clause 21.2;
- 4.24 "**Special Resolution**" means a resolution passed by a majority of not less than 75% of Members present and eligible to vote at a General Meeting in accordance with Section 51 of the Act;
- 4.25 "**Vice President**" means a Director appointed by the Board to the office of vice president of the Club in accordance with clause 8.2.3; and
- 4.26 "**WAFL**" or "**West Australian Football League**" means the football competition known as the West Australian Football League.

4.27 INTERPRETATION

4.27.1 In this Constitution, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;

- (b) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document includes the document as modified from time to time and any documents replacing it;
- (e) the word “person” includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (f) the word “month” means calendar month and the word “year” means 12 months;
- (g) the words “written” or “in writing” include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (h) a reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (i) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replace or has its powers or functions removed (defunct body), means the agency or body that performs most closely the functions of the defunct body; and
- (j) unless otherwise defined in this Constitution, any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

4.27.2 Compliance with the Act

- (a) This Constitution is subject to the Act, which overrides any clause in this Constitution that is inconsistent or not permitted by the Act.

4.27.3 Transitional

- (a) Everything done under this Constitution continues to have the same operation and effect after the adoption of any successor Constitution as if properly done under that Constitution.

5. OBJECTS

The Objects of the Club are to:

- 5.1 establish, maintain and conduct an Australian Rules Football Club and to support the recreational, sporting, social, cultural and community dimensions of that interest. These objects include the provision of facilities for the pursuit of social, literary,

scientific, athletic and professional and any other lawful purposes that provide benefits and enjoyment for the Members and guests of the Club;

- 5.2 foster Australian Rules Football, provide facilities for the playing of the game and promote the game by maintaining, providing, supporting and controlling a football team or teams to compete in the West Australian Football League competition and if necessary or desirable, to compete alone or in combination with another club, in any other competition played in the State of Western Australia or in any other part of Australia or in the world;
- 5.3 provide recreational and sporting facilities for its members, to encourage the game of Australian Rules football and junior development in its region and country zones and to promote good fellowship amongst its members and the community;
- 5.4 acquire, develop and maintain premises for the benefit of all Members including the provision and maintenance of the Club Premises in Western Australia for the accommodation of its Members and their guests upon premises of which it may be the occupier from time to time;
- 5.5 provide community based club facilities for the playing of any other games or sporting activities by its Members and guests of the Club; and
- 5.6 provide reciprocal use of facilities to members of like interest or affiliated clubs.

6. POWERS

6.1 AUTHORITY

For the purpose of achieving the Objects, the Club shall have all the powers of an incorporated association under the Act and may use its powers to do anything it considers will advance or achieve the Objects, including having the authority to:

- 6.1.1 make such agreements with local government authorities and other bodies for the purpose of leasing or hiring suitable property or properties for the purposes of the Club and to maintain the grounds, lawns and buildings for the use and accommodation of its Members;
- 6.1.2 borrow money by way of loans and overdraft or by way of debentures for the purpose of carrying on the work or activities of the Club;
- 6.1.3 invest any surplus funds not immediately required in authorised investments;
- 6.1.4 enter into such agreements as are necessary and reasonable or are considered advisable for the proper utilisation of the Club's assets and for the proper carrying out of the Objects;
- 6.1.5 obtain sponsorship and funding for covering the expenses of the day-to-day activities of the Club and to improve the Club's facilities;
- 6.1.6 borrow or raise or secure the payment of money in such manner as the Club thinks fit, and in particular by the issue of debentures or debenture stock,

- charged upon all or any of the Club's property, both present and future and to purchase, redeem, or pay off any such debentures;
- 6.1.7 draw, make, accept, or endorse, discount and issue promissory notes and bills of exchange;
 - 6.1.8 enter into and bind all or any part of the assets and undertakings of the Club by guarantees, indemnities or similar obligations in any cases where it is thought that the objects of the Club can be more fully realised or attained by such obligations;
 - 6.1.9 sell and dispose of any or all of the real and personal property of the Club for such consideration as the Club may think fit;
 - 6.1.10 ensure the property and income of the Club shall be applied solely towards the promotion of the Objects and in 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 the Objects;
 - 6.1.11 insure against all risks, liabilities and eventualities as the Board considers advisable and to apply the proceeds of any claim under any insurance in such manner and for such purpose or purposes as shall be thought fit;
 - 6.1.12 engage and employ players, trainers, coaches, or managers and all other persons considered necessary for carrying on the activities of the Club and to dismiss such persons and to pay such persons in return for services rendered to the Club;
 - 6.1.13 maintain a liquor licence under the Liquor Act and ensure that the Club, its officers and employees comply with the requirements of the Liquor Act (and any further amendments to the Act as applied under the club licence), including but not limited to those under clause 25 of this Constitution;
 - 6.1.14 carry on, conduct, manage and arrange a social or business committee as well as teams for the purpose of competing in competitions and matches in football, cricket, tennis, bowls, darts and such other games as the Board may think fit and to form clubs or organisations for such purposes which shall be under the control and direction of the Board or any sub-committee of the Board which shall report to and be responsible to the Board;
 - 6.1.15 establish, promote or assist in establishing or promoting or to subscribe to or become a member of or amalgamate with any other national or intra-state club or association or league or the establishment or promotion of or amalgamation with which may be beneficial to the Club and to pay any subscription fee or sum payable to such league, club, association or other entity; and
 - 6.1.16 do all such things (including the making of By-Laws) as the Board deems necessary or are incidental or conducive to the attainment of the Objects.

6.2 NOT FOR PROFIT

- (a) All property and income of the Club must be applied solely towards promoting the Objects, and no part of the Club's property or income may be paid or otherwise distributed, directly or indirectly to any Member, except in good faith in promoting the Objects.
- (b) A payment may be made (directly or indirectly) to a Member out of the funds of the Club only if it is authorised under clause 6.2(c).
- (c) A payment to a Member out of the funds of the Club is authorised if it is:
 - (i) the payment in good faith to that Member of reasonable remuneration for services provided to the Club; or reasonable compensation for goods supplied to the Club in the ordinary course of business;
 - (ii) the payment of interest on money borrowed from a Member by the Club, at a rate not exceeding the cash rate published from time to time by the Reserve Bank of Australia;
 - (iii) the payment of reasonable rent to the Member for any premises leased by the Member to the Club; or
 - (iv) the reimbursement of reasonable expenses properly incurred by a Member on behalf of the Club.

6.3 DISSOLUTION OF THE CLUB

- (a) For the purposes of this clause Surplus Property has the meaning given in section 3 of the Act.
- (b) Subject to the Act, the Club may cease its activities and be wound up or cancelled in accordance with a Special Resolution.
- (c) Upon the winding up or cancellation of the Club, any Surplus Property will not be paid to or distributed among the Members, but will be distributed to one or more organisations listed in section 24(1) of the Act with objects similar to the objects of the Club.

7. ADMINISTRATION

7.1 OFFICE BEARERS

The Office Bearers of the club shall be:

- President (1)
 - Directors (8)
 - Chief Executive Officer
- } Board of Management

7.2 CHIEF EXECUTIVE OFFICER

7.2.1 The Board shall appoint a Chief Executive Officer of the Club for such period and at such remuneration as the Board may determine. The Chief Executive Officer shall at all times carry out such directions as are lawfully given by or on behalf of the Board including the keeping of all necessary and proper management and financial records of the Club and its meetings (which includes keeping true and proper minutes of all General Meetings of the Club and meetings of the Board).

7.2.2 The Chief Executive Officer's duties shall include:

- (a) maintaining an up to date Members Register in accordance with clause 10.2;
- (b) ensuring compliance with the requirements of the licensing laws and regulations to maintaining the Club's liquor licence under the Liquor Act;
- (c) management of the Club and supervising the staff subject to the control of the Board. This includes the appointment or removal of any servants of the Club at his or her discretion in accordance with relevant legislation. The Chief Executive Officer shall ensure all positions have clearly defined job descriptions and all key positions to be engaged under contract, award or certified workplace agreement;
- (d) overseeing the efficient and sustainable management functions of planning, leading, controlling and organising the clubs daily administration, financial and operational activities; and
- (e) being responsible for the secure custody of the books, records and documents of the Club.

7.3 INDEMNITY

7.3.1 In this clause, **Officer** has the meaning given in section 3 of the Act.

7.3.2 To the full extent permitted by law and without limiting the powers of the Club, the Club shall indemnify each person who is or has been an Officer of the Club to the full extent of their liability for all claims whatsoever and howsoever arising against them or any one of them in the performance of their duties as an Officer of the Club including claims by Members and their guests, employees of the Club and all other third parties.

7.3.3 Documentary indemnity and insurance policy

To the extent permitted by the Act and any applicable law and without limiting the powers of the Club, the Board may authorize the Club to, and the Club may, enter into any:

- (a) documentary indemnity in favour of; or

(b) insurance policy for the benefit of,

a person who is, or has been, an Officer of the Club, which indemnity or insurance policy may be in such terms as the Board approves and, in particular, may apply to acts or omissions prior to or after the time of entering into the indemnity or policy.

7.4 TEAM CAPTAIN, COACHES, COMMITTEES & OFFICIALS

To the extent that such appointments have not already been made, prior to the commencement of each WAFL season, the Board shall appoint the necessary coaches, support staff and officials for the purposes of the Club's football activities and define their responsibilities.

7.5 PATRONS

The Board may appoint Patrons and Vice Patrons of the Club.

8. BOARD OF MANAGEMENT

8.1 PRESIDENT

8.1.1 The President shall be elected by the Members of the Club in accordance with clause 20, shall hold office for two (2) years and shall be eligible for re-election at the cessation of that term.

8.1.2 The duties of the President include:

- (a) presiding as chair at all meetings of the Board and the Club (including its Annual General Meeting and any Special General Meetings);
- (b) regulating and keeping order at all meetings of the Board and the Club (including its Annual General Meeting and any Special General Meetings ; and
- (c) carrying into effect any By-Laws of the Club.

8.1.3 If the President is absent or is otherwise unwilling to act as chair of a meeting of the Board or a General Meeting, a Vice President of the Club shall act as chair, or in the absence of a Vice President, another Director shall act as chair.

8.1.4 The President, or the person presiding as chair at any Annual General Meeting, Special General Meeting or meeting of the Board shall have a deliberative vote upon any question and in the event of any equality of votes upon any question, shall also have a casting vote.

8.2 DIRECTORS

8.2.1 The business of the Club shall be administered by a Board consisting of the President and eight (8) Directors elected by Members in accordance with clause 20.

- 8.2.2 Each Director (other than a Director appointed to fill a casual vacancy under clause 8.5) shall hold office for a term of two (2) years commencing immediately after his or her election and shall be eligible for re-election for a further term or terms.
- 8.2.3 The Board may, in its discretion, resolve by a majority to appoint one (1) or two (2) of the elected Directors to the office of Vice President(s). The term of office for a Vice President will align with his or her term as a Director.
- 8.2.4 No person shall be entitled to hold a position on the Board if the person has been convicted of, or imprisoned in the previous five (5) years for:
- (a) an indictable offence in relation to the promotion, formation or management of a body corporate;
 - (b) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
 - (c) an offence under Part 4 Division 3 or section 127 of the Act,
- unless the person has obtained the consent of the Commissioner.
- 8.2.5 No person shall be entitled to hold a position on the Board if the person is, according to the *Interpretation Act 1984* (WA) section 13D, a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.

8.3 DISQUALIFICATION OF BOARD MEMBERS

- 8.3.1 The office of any Board Member shall be deemed vacated and a casual vacancy will have occurred if:
- (a) the Board Member ceases to be eligible to serve as a Board Member or is otherwise disqualified from being an office holder under section 39 and 49 of the Act;
 - (b) the Board Member becomes bankrupt within the meaning of section 13D of the *Interpretation Act 1984* (WA) or a person whose affairs are under insolvency laws;
 - (c) by reason of mental or physical incapacity, the Board Member is considered by the remaining Board Members (voting unanimously), to be incapable of carrying out his or her duties on the Board;
 - (d) the Board Member engages in conduct which, in the opinion of the Board, renders him or her unfit to continue to be a Board Member and the Board resolves unanimously that his or her office to be vacated for that reason;
 - (e) the Board Member commits any breach of the Constitution or By-Laws of the Club resulting in his or her expulsion or suspension as a Member

of the Club and the Board resolves unanimously that his or her office be vacated for that reason;

- (f) the Board Member is absent for three (3) consecutive meetings of the Board, or for four (4) meetings in all in any Financial Year without previously having rendered a satisfactory explanation to the Board, he or she shall be deemed to have vacated office;
- (g) the Board Member resigns in accordance with clause 0; and
- (h) the Board Member is subject to a resolution removing him or her from office in accordance with clause 8.3.2.

8.3.2 A casual vacancy occurs in the office of a Board Member if that Board Member is removed from office by resolution of a majority of Members eligible to vote at a General Meeting of the Club in accordance with this clause 8.3.2.

- (a) The Board Member the subject of a resolution seeking his or her removal from the Board must, before the resolution considering his or her removal is considered by the Members at a General Meeting, be given a full and fair opportunity at the General Meeting to state his or her case as to why he or she should not be removed from his or her position on the Board.
- (b) If all Board Members are removed by resolution at a General Meeting, the Members must, at the same General Meeting, elect an interim Board.
- (c) The interim Board must, within two (2) months, convene a General Meeting of the Club for the purpose of electing a new Board.

8.3.3 Return of books and records:

- (a) As soon as practicable after a Board Member's term of office ends for whatever reason, that person (or if the Board Member has died, their personal representative) must deliver to the Board (or destroy, as directed by the Board) all property, books and records of the Club in his or her possession, whether in hard copy or electronic format.
- (b) The Board may require the outgoing Board Member to certify in writing that, having complied with this clause, he or she has returned or destroyed all remaining property of the Club.

8.3.4 Any Board Member removed from office shall not be eligible for re-appointment to the Board unless that person seeks nomination and election by the membership of the Club at an annual election.

8.4 RESIGNATION

- 8.4.1 A Board Member (including the President) may resign from the Board during his or her term of office by delivering to the Chief Executive Officer a notice in writing of his or her resignation.
- 8.4.2 Any such resignation shall take effect from the date of the next Board Meeting following the receipt of the notice by the Chief Executive Officer.

8.5 VACANCIES

- 8.5.1 The Board shall appoint a financial Member who is eligible to vote at a General Meeting of the Club to fill any vacancy in the Board.
- 8.5.2 Any person appointed under clause 8.5.1 will serve for the remainder of the term of the Board who has vacated the position, at which time that person shall retire and is eligible for re-election in accordance with clause 20.

8.6 RESPONSIBILITIES

- 8.6.1 The Board shall be entitled to exercise the powers of the Club not otherwise required to be exercised by the Club at a General Meeting and must take all reasonable steps to ensure the Club complies with the Act and this Constitution.
- 8.6.2 The Board shall appoint and dismiss all employees and servants of the Club and shall have power to do all such things as may appear to the Board to be necessary for the efficient management of the Club to permit it to attain its Objects, including the powers to delegate routine matters or any specific duty (except the power of delegation) to any one or more of its Members or to any servant or agent of the Club.
- 8.6.3 A Board Member, who has any direct or indirect pecuniary interest in any matters under contemplation by the Board, shall as soon as becoming aware of his or her possible conflict of interest:
- (a) immediately disclose the nature and content of such interest to the Board;
 - (b) not take part in any deliberation or discussion of the Board with respect to that matter; and
 - (c) disclose the nature of and extent of the interest at the next General Meeting of the Club.
- 8.6.4 The Chief Executive Officer must record the nature of and extent of any conflict of interest in the minutes.
- 8.6.5 Clause 8.6.3 does not apply in respect of a material personal interest that:
- (a) exists only because the Board Member belongs to a class of persons for whose benefit the Club is established; or

- (b) the Board Member has in common with all, or a substantial proportion of, the Members of the Club.
- 8.6.6 A Board Member must exercise his or her powers and discharge his or her duties:
 - (a) with a degree of care and diligence that a reasonable person would exercise in the circumstances; and
 - (b) in good faith and in the best interests of the Club and for a proper purpose.
- 8.6.7 A Board Member or former Board Member must not use his or her position, or improperly use any information obtained in the course of his or her duties to:
 - (a) gain an advantage for himself or herself or another person; or
 - (b) cause detriment to the Club.
- 8.6.8 Unless otherwise authorised by a resolution of the Members eligible to vote at a General Meeting, the Club must not pay fees to a Board Member for acting as a Board Member.
- 8.6.9 Clause 8.6.8 does not apply to any payments for out-of-pocket travel and accommodation expenses properly incurred in connection with the performance of the Board Member's functions, including (but not limited to) attending Board meetings and General Meetings of the Club.
- 8.6.10 The Board has the power to make By-Laws regulating the establishment, organisation and conduct of the Club, provided such By-Laws are not inconsistent with the Constitution or the Act.

8.7 REPRESENTATION

- 8.7.1 The Board shall annually appoint the number of delegates necessary to represent the Club at meetings of the West Australian Football Commission and in the West Australian Football League. Such delegates shall report to and be responsible to the Board and comply with the requests and decisions of the Board in respect of their delegations and actions at such meetings.
- 8.7.2 The Board may appoint any of its Members to act as proxy delegates in the absence of any of the delegates.

8.8 MEETINGS

- 8.8.1 The Board shall meet at least once in each calendar month and otherwise shall hold Board meetings as agreed by the Board.
- 8.8.2 The Board shall convene a special meeting of the Board within 14 days of a request for such being received from the President, any other Board Member or the Chief Executive Officer.

- 8.8.3 Notice of Board meetings other than those on regular pre-determined dates, shall be sent by email, posted or delivered by hand to each Board Member at least three (3) days prior to the date of the relevant Board meeting but any non-receipt of such notice by a Board Member shall not invalidate the proceedings of such meetings.
- 8.8.4 Subject to the Act and this Constitution, the Board shall act by resolutions (which must be passed by a majority of Board Members present and eligible to vote on the resolution) on its business matters.
- 8.8.5 The Board shall conduct its meetings within the rules for the conduct of meetings "in committee" unless it resolves otherwise in each instance. In the case of any doubt, the President or the other person presiding as chair of the Board meeting shall give a ruling as to the procedure to be followed and any such ruling or declaration shall be final.
- 8.8.6 If any office on the Board becomes vacant, the remaining Board Members may act but, if the total number of remaining Board Members is not sufficient to constitute a quorum at a Board meeting, the Board Members may act only for the purpose of increasing the number of Board Members to a number sufficient to constitute a quorum or for the purpose of convening a General Meeting.
- 8.8.7 A quorum of five (5) Board Members must be present at all times for the Board to conduct its business. If a quorum ceases to be present the relevant Board meeting will be closed and any incomplete business will be deferred to the next Board meeting when it shall be dealt with before any further business is conducted.
- 8.8.8 A resolution in writing signed by a majority of the Board members shall be valid and effective as if it had been passed at a meeting of the Board duly called and convened. It shall be incorporated in the minutes of the ensuing Board meeting as a record.
- 8.8.9 Should very urgent business arise, the President, a Vice President or the Chief Executive Officer together with at least two (2) other Board Members shall have authority to take any necessary action requiring immediate attention but shall be required to submit a report on their actions to the next meeting of the Board.
- 8.8.10 The President or the other person presiding as chair of a Board meeting shall have a casting vote in addition to any vote to which he or she is entitled and shall decide all questions of order unless otherwise provided by this Constitution.
- 8.8.11 Guests at Board Meetings
- (a) The Board may invite a Member or any other person who is not a Board Member to attend a Board Meeting.
 - (b) A person invited to attend a Board meeting under clause 8.8.11(a) has:

- (i) no right to receive any agendas, notices or papers relating to the Board meeting;
- (ii) no right to vote; and
- (iii) no right to comment on any matters discussed at the Board meeting without the Board's consent.

8.8.12 Meetings by telecommunications

Without limiting the Board's power to regulate its meetings as it thinks fit, the Board may hold a valid meeting using any medium by which each of the Board Members can simultaneously hear all the other participants (including telephone, video conferencing or any other means of instant communication), and in that case:

- (a) the participating Board Members are taken to be present at the meeting for the purposes of this Constitution;
- (b) the meeting is taken to be held where the President or other person presiding as chair of the meeting is located; and
- (c) all proceedings of the Board conducted in accordance with this clause 8.8.12 are as valid and effective as if conducted at a meeting at which all of the Board Members were present in person.

9. VALIDATION

- 9.1 No act or matter carried out by the Board or any sub-committee shall be invalid by reason only of the fact that it shall afterwards be discovered that there was some defect in the appointment of the Board or any of the Board Members or any sub-committee.

10. MEMBERSHIP

10.1 APPLICATION FOR MEMBERSHIP

10.1.1 Unless otherwise provided for in this Constitution, all applications for membership must be made in accordance with this clause 10.1.

10.1.2 An application for membership must:

- (a) be on an application form relevant to the applicable category of membership as determined by the Board from time to time and signed by the applicant;
- (b) contain such evidence as may be reasonably required by the Board to show that person meets any eligibility criteria attaching to that class of membership; and
- (c) be submitted to the Board or such other person as the Board determines from time to time.

- 10.1.3 A person accepted for membership shall be notified by the Chief Executive Officer and upon payment of the appropriate subscription for the class of membership for which that person has been approved, the Chief Executive Officer shall enter that person's name in the Members Register and that person shall be entitled to all the privileges of membership of the Club (applicable to his or her class of membership) up to and including the 31st day of December of the year in respect of which the subscription has been paid.
- 10.1.4 The Board (or the person who has been delegated that authority by the Board) shall have the right to refuse to admit any person to membership without giving reasons.
- 10.1.5 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.

10.2 REGISTER

- 10.2.1 The Club shall keep an up to date register of members ("**Members Register**") in accordance with section 53 of the Act.
- 10.2.2 The Chief Executive Officer (or any other person authorised by the Board) must maintain the Members Register which must include:
- (a) the name and residential, postal or email address of each Member;
 - (b) the class of membership of each Member (if applicable); and
 - (c) the date on which each Member's name was entered into the Members Register.
- 10.2.3 Any change in the membership of the Club must be recorded in the Members Register within 28 days.
- 10.2.4 The Members Register is available for inspection free of charge by any current Member upon written request to the Chief Executive Officer.
- 10.2.5 A Member may make a copy of entries in the Members Register.
- 10.2.6 A Member may apply in writing to the Board for a copy of the Members Register. The Board may in its discretion require the Member to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of the Club.
- 10.2.7 The Board may charge a reasonable fee for providing a copy of the Members Register.
- 10.2.8 A Member must not use or disclose any information in the Members Register for any purpose other than a purpose that:
- (a) is directly connected with the affairs of the Club; or

- (b) relates to the administration of the Act.

10.3 MEMBERSHIP CATEGORIES

10.3.1 Membership of the Club shall consist of the following:

(a) **Ordinary Members**

- (i) Any person over 18 years of age is eligible for approval as an Ordinary Member.

(b) **Life Member**

A person who satisfies the following criteria may be considered for approval as a Life Member:

- (i) over 21 years of age;
- (ii) has rendered direct meritorious service to the Club for a minimum of 10 years, whether as an Office Bearer or a Member;
- (iii) is proposed and seconded by current Life Members; and
- (iv) has played 150 League Games for the Club; or
- (v) has played 10 years in a combination of Colts, Reserves or League with a total of over 150 games; or
- (vi) has played 100 games of League; plus 50 games at a higher grade (including AFL and VFL (pre-1990)).

A person who satisfies the criteria outlined in clause 10.3.1(b) will become a Life Member if he or she is approved as a Life Member by a Special Resolution of Members at an Annual General Meeting.

(c) **Junior Member**

- (i) Persons under the age of 18 years are eligible to apply for approval as a Junior Member
- (ii) A Junior Member shall pay the prescribed subscription fee determined by the Board from time to time.
- (iii) A Junior Member is not entitled to vote at any General Meeting, propose or second any application for Membership, be elected to the Board or have authority to sign in guests to the Club.
- (iv) Any Junior Member attaining the age of 18 years, wishing to remain a Member of the Club, shall be granted the appropriate class of membership and shall pay the full subscription as set down from time to time.

(d) **Social Member**

- (i) Persons over the age of 18 years are eligible for approval as a Social Member.
- (ii) A Social Member shall pay the prescribed subscription fee determined by the Board from time to time.
- (iii) A Social Member is not entitled to vote at any General Meeting, propose or second any application for Membership, be elected to the Board or have authority to sign in guests to the Club.

(e) **Temporary Member**

- (i) A person who is:
 - (1) an official or a person assisting a group that is to participate in a pre-arranged activity for the day; or
 - (2) at the invitation of a Member, engaging in sport at the Club on that day; or
 - (3) a full financial member of any like Club; or
 - (4) has, for age, ill health or infirmity and distance from the Club, retired from active participation but desires to retain an association with the Club,

is eligible for approval as a Temporary Member.

- (ii) A Temporary Member shall pay the prescribed subscription fee determined by the Board from time to time.
- (iii) Temporary membership is subject to withdrawal by any Club official (including bar persons) acting on the best interest on the Club.
- (iv) Temporary Members shall not be entitled to vote, be present at any General Meeting of the Club, be elected to the Board, propose or second any candidate for admission as a Member or have authority to sign in guests to the Club.

(f) **Corporate Member**

- (i) Organisations invited by senior management of the Club, conducting community or, tourism related businesses within the State of Western Australia are eligible for approval as a Corporate Member.
- (ii) Any organisation approved as a Corporate Member must appoint one natural person to be given access to corporate membership, and will have such rights under this Constitution

as deemed appropriate by the Board from time to time (but not the right to vote).

- (iii) A Corporate Member shall pay the prescribed subscription fee determined by the Board from time to time.
- (iv) Corporate Members shall not be entitled to vote, be elected to the Board, propose or second any candidate for admission as a Member or have authority to sign in guests to the Club.

(g) **Honorary Member**

- (i) The Board may grant membership to Club patrons, selected government officers ie. Federal, State or Local and any other such persons as the Board may decide from time to time.
- (ii) Honorary Members shall not be entitled to vote, be elected to the Board, propose or second any candidate for admission as a Member or have authority to sign in guests to the Club.

(h) **Employee Member**

- (i) Any person who is an employee of the Club is eligible for approval as an Employee Member.
- (ii) Employee Members shall not be entitled to vote, be elected to the Board, propose or second any candidate for admission as a Member or have authority to sign in guests to the Club.

10.3.2 All Members shall be entitled to receive notice of and attend General Meetings of the Club but for the avoidance of doubt, only Ordinary Members and Life Members shall be allowed to vote at General Meetings of the Club or be elected to the Board.

10.4 GUESTS

10.4.1 Unless otherwise provided for in this Constitution, any Member shall be at liberty to invite guests to the Club, but the number of guests shall not exceed the maximum number contained in section 48(4)(b) of the Liquor Act.

10.4.2 Subject to the Liquor Act, Members may hold private family and business functions without limit to number of guests, providing that the sale of liquor shall be:

- (a) ancillary to a meal supplied at the club on or behalf of the Club to a member and to each of the guests of the Member, being guests of whose attendance was given prior notice to the Club; and
- (b) to a Member, for consumption by guests of that Member at a function held by or on behalf of that Member at the Club.

10.5 FUNCTIONS

10.5.1 Ordinary Members and Life Members are entitled to hold functions on the Club Premises after written application for said function has been considered and approved by the Board. Any functions held by Ordinary Members or Life Members cannot exclude any rights and privileges of any other Ordinary Members or Life Members to access the Club.

10.5.2 The Chief Executive Officer or other Club representative will furnish the applicant with a written copy of the By-laws relating to functions, after the application has been approved with any additional conditions or restrictions it may see fit.

10.5.3 The Club may seek an extended trading permit to add local associations as users of the Club facility to hold their functions.

10.6 BOARD RESPONSIBILITY

10.6.1 The Board shall consider all applications for membership of the Club and shall from time to time determine:

- (a) the categories, types and options of memberships to be offered to applicants;
- (b) any terms and conditions upon which the applicants may apply for membership and remain Members of the Club;
- (c) the amount of all nomination and subscription fees payable by the applicants and Members; and
- (d) the terms and conditions upon which a Member may resign from the Club.

10.6.2 The Board may from time to time and in its discretion determine to waive the whole or part of the nomination or subscription fee payable by a Member in any special circumstances applicable to that Member.

10.7 DISCIPLINARY ACTION

10.7.1 The Board shall have the power to reprimand, fine, suspend or expel any Member.

10.7.2 The Board, 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 is otherwise unacceptable behaviour, or where police involvement is required, may resolve to suspend a Member for a period of time until disciplinary action under clause 10.7.4, 10.7.5 or 10.7.8 can be taken.

10.7.3 Any Board Member who has an interest in the hearing of a charge must not be present at the Board meeting held to consider that charge.

10.7.4 The Board shall apply the power to reprimand, fine, suspend or expel any Member who:

- (a) fails to observe or commits any breach of this Constitution, or any rule or any By-Law of Club, or of any order or direction of the Board or of any General Meeting; or
- (b) in the sole judgment of the Board has been guilty in or out of the Club Premises of any act, conducted matter or thing calculated to bring discredit on the Club or its Members, or to impair or affect the enjoyment of the Club by other Members.

10.7.5 Any Member charged with misconduct as above shall be furnished with a written copy of the charge. The Member will then be summoned before the Board, who shall after hearing the accuser and the accused and after taking such evidence as they may consider proper, determine whether to find the charge proved, and if so, inflict a penalty of suspension from all or any of the privileges of membership.

10.7.6 If the Board considers that on a charge of gross misconduct, suspension as above is insufficient, they may request the Member to resign and if he or she neglects to resign within ten (10) days the Board may resolve to declare him or her to be expelled.

10.7.7 Any Member expelled under this clause 10.7.6 shall have the right of appeal to a Special General Meeting called for that purpose. If a resolution confirming his or her expulsion is passed by a majority of Members present and eligible to vote, the Member will be expelled from Membership immediately.

10.7.8 Any Member who has been expelled under clause 10.7.6 and chooses to exercise his or her right of appeal under clause 10.7.7, is required to lodge with his or her appeal the sum equivalent to the cost of calling a Special General Meeting with the Chief Executive Officer, in accordance with clause 21.2 to defray the cost of a Special General Meeting.

10.8 CEASING TO BE A MEMBER

10.8.1 A Member will cease to be a Member, if the Member:

- (a) resigns by notice in writing to the Chief Executive Officer and complies with any terms and conditions required for such resignation set by the Board pursuant to clause 10.6.1(d);
- (b) is expelled from membership in accordance with clause 10.7; or
- (c) dies.

11. INCOME AND EXPENDITURE

11.1 The Board shall prepare estimates of income and expenditure at the beginning of each Financial Year, review and update these at the end of each month and include in the annual report the reasons for any significant variations at the end of the Financial Year.

12. ASSETS & LIABILITY

12.1 The assets of the Club are to be kept fully detailed in a register to the requirements of the Auditors who are to be kept aware of any significant variations.

12.2 The non-current liabilities of the Club are to be progressively advised to the Auditors.

13. FUNDS AND ACCOUNTS

13.1 Control of Funds

- (a) The funds of the Club must be kept in an account or accounts in the name of the Club in a financial institution determined by the Board.
- (b) The funds of the Club are to be used to do:
 - (i) anything which it considers will advance or achieve the Objects; and
 - (ii) all other things that are incidental to carrying out the Objects.
- (c) The Board is responsible for expenditure of the funds of the Club and may authorise any person to expend the funds of the Club within specified limits and any expenditure above those limits must be approved or ratified by the Board.
- (d) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Club are to be executed by:
 - (i) any two Board Members; or
 - (ii) any person or persons authorised by the Board, within the expenditure limits set by the Board.
- (e) All electronic payments by the Club are to be made or authorized by:
 - (i) the Chief Executive Officer; or
 - (ii) any person or persons authorized by the Board, within the expenditure limits set by the Board.

13.2 Source of funds

The Club may derive funds in any way permitted by the Act.

13.3 Financial Records

- (a) The Club must keep Financial Records that:
 - (i) correctly record and explain its transactions, financial position and performance; and

- (ii) enable true and fair Financial Statements to be prepared in accordance with Part 5 of the Act.
- (b) The Club must retain its Financial Records for at least 7 years after the transactions covered by the records are completed.
- (c) The Club must allow the Board Members and the Club's auditor to inspect those financial accounts at all reasonable times.

13.4 Financial reporting, audit and review

- (a) The Board must cause the Club to comply with all financial reporting obligations imposed on it under the Act.
- (b) Without limiting clause 13.4(a), the Board must cause the Club to:
 - (i) if it is a tier 1 association, prepare annual Financial Statements, presented under Part 5 of the Act;
 - (ii) if it is a tier 2 association or tier 3 association, prepare an annual Financial Report, presented under Part 5 of the Act;
 - (iii) have its Financial Statements or Financial Report reviewed or audited (as applicable) if:
 - (1) it is required under the Act;
 - (2) it is directed by the Commissioner;
 - (3) the Members pass a resolution requiring it; or
 - (4) it is required as a condition of a funding arrangement; holding of a charitable collections licence or otherwise at law; and
 - (iv) if required to be presented for consideration under Part 5 of the Act, present a copy of the report of the review or the auditor's report on the Financial Statements or Financial Report (as applicable) to the Annual General Meeting.

13.5 Inspection of Records

- (a) Subject to the Act and to this Constitution, the Board must determine whether and on what terms the books, records and other documents of the Club will be open to the inspection by Members other than Board Members.
- (b) A Member other than a Board Member does not have the right to inspect any document of the Club except as provided by the Act, or otherwise as authorized by the Board or by the Club in General Meeting.

14. ANNUAL REPORT

- 14.1 The Board shall present a report each year at the Annual General Meeting. Such report is to be a comprehensive summary of the Club's activities for the year and shall include Trading and Profit and Loss Statements, Income and Expenditure Statements, Statement of Assets and Liabilities together with explanatory notes in accordance with current accounting standards.

15. AUDIT

- 15.1 The financial accounts of the Club shall be audited by a qualified accountant or accountants appointed by the Members of the Annual General Meeting ("Auditors").
- 15.2 The Auditors shall prepare a report for inclusion in the Annual Report and comment on any significant variations of the Club's financial activities over the period of their review.
- 15.3 The Auditors remuneration shall be determined each year by the Board.
- 15.3.1 Such Auditor shall audit the accounts and have power at any time to call for all books, papers, accounts, etc. relating to the affairs of The Club.
- 15.3.2 If any casual vacancy occurs in the office of any Auditor appointed by The Club, the Board will fill the appointment until the next Annual General Meeting.

16. TRADING

- 16.1 The trading activities of the Club shall be recorded to the Auditors requirements so that they may be reported upon in the Annual Report.

17. FINANCIAL YEAR

- 17.1 The Financial Year of the Club shall close on the last day of the month of October in each year.

18. LEVIES

- 18.1 The Board may upon the authority of a special resolution passed by a majority of at least two-thirds of the Members present and eligible to vote at a specially convened Special General Meeting, impose such a levy as specified by the meeting to meet any unforeseeable financial emergency.
- 18.2 A full explanation of the need for such a levy must be sent to each Member in accordance with the prescribed manner for calling Special General Meetings.

19. LEGAL ACTION

- 19.1 No Member shall be entitled to take any legal action against the Club (other than a claim for goods sold and delivered and services rendered) and must conform to the decisions of the Board and in case of an appeal, to the decision of the General Meeting to which he or she may appeal.

20. ANNUAL ELECTIONS

20.1 VOTING

20.1.1 Subject to the sub-clause 10.3.2, all Members over the age of 18 (calculated at the date of application for membership), having paid or be deemed to have paid the applicable annual subscription fee or its equivalent and any nomination fee, may vote in the Club's elections to be held at the Annual General Meeting.

20.1.2 The Board may approve applications for membership of the Club in categories having no voting rights under clause 10.3.

20.2 RETURNING OFFICER

20.2.1 Prior to the commencement of each WAFL season the Board shall appoint one of the Club's Members to be the Returning Officer for the elections to be held in that year.

20.2.2 The Returning Officer may not be a Board Member nor a candidate for same, a paid officer of the Club or an appointee in any other official capacity.

20.3 SCRUTINEERS

20.3.1 The Returning Officer shall appoint two (2) Members of the Club to be Scrutineers to assist in the conduct of the poll.

20.3.2 The Scrutineers also must not hold any other official appointment in the Club nor be a candidate for the same.

20.4 ADVERTISEMENTS

20.4.1 A notice of the Club's annual election for positions on the Board shall be advertised in the "West Australian" newspaper (or its equivalent) not less than ten (10) days prior to the close of nominations.

20.4.2 Nominations must be submitted in accordance with the notice.

20.5 ELIGIBILITY OF CANDIDATES

20.5.1 Only Ordinary Members and Life Members who are eligible to vote in the Club's elections are entitled to nominate, second a nomination or be nominated to stand for election to the Board.

20.6 NOMINATIONS

20.6.1 Every candidate for election to the Board shall be nominated and seconded by two (2) financial Members of the Club who are eligible to vote and have duly completed a nomination form which must be delivered to the Chief Executive Officer no later than 5.00 pm on the day being twenty eight (28) days before

the advertised date of the Annual General Meeting at which elections are to be held.

20.6.2 A copy of all nominations received shall be displayed on the Club's notice board.

20.6.3 A candidate may nominate for both President and Director. A candidate who is not successful in any election for the President position, who has nominated for a Director position can be elected as a Director in the same election.

20.7 POSTAL BALLOT

20.7.1 Where there are more nominations for election to the Board than there are positions to be filled, an election by postal ballot shall be conducted by the Returning Officer in accordance with clause 20.8.

20.8 CONDUCT OF POSTAL BALLOT

20.8.1 The Chief Executive Officer shall, no less than 14 days before the date fixed for the Annual General Meeting post to each Member eligible to vote (as provided in clause 10.3.2), the necessary voting material and information including a ballot paper or papers showing separately the full name of the candidates nominated for each position in such order as shall be decided by lot to be drawn by the Returning Officer.

20.8.2 The failure of the Chief Executive Officer to post a ballot paper or papers to any Member eligible to vote or the non-receipt of the same by any Member eligible to vote or the loss in the course of post, non-delivery or non-receipt of any ballot paper by the Chief Executive Officer or Returning Officer shall not invalidate the ballot.

20.8.3 Each ballot paper shall be accompanied by an envelope marked "Ballot Paper", another envelope pre-addressed to the Returning Officer, particulars of the candidates and voting instructions. Each ballot paper shall list the candidates with an asterisk (*) indicating those candidates whose term as a Board Member has expired but is standing for re-election.

20.8.4 Votes shall be cast in the manner prescribed by the Returning Officer in the voting instructions. Any ballot paper not completed in accordance with the Returning Officer's voting instructions shall be rejected by the Returning Officer in his or her discretion. A Member voting shall place the ballot paper in the envelope marked "Ballot Paper" and then place that envelope in the pre-addressed envelope on which he or she shall sign his or her name and record his or her address. Any ballot paper returned otherwise than in accordance with this requirement shall also be rejected by the Returning Officer in his or her discretion.

20.8.5 A Member wishing to vote shall post or deliver the envelope addressed to the Returning Officer containing the ballot paper, to the Club's office before the advertised date and time of the closure of the poll. No ballot paper received after that time shall be counted by the Returning Officer.

- 20.8.6 Upon receipt of envelopes addressed to the Returning Officer, the Chief Executive Officer shall immediately place those envelopes in the ballot box which has been sealed by the Returning Officer.
- 20.8.7 After the closing of the ballot, the ballot box shall be removed by the Returning Officer and opened in the presence of the Scrutineers. The Returning Officer shall verify the eligibility of each vote and, in the presence of the Scrutineers, proceed with the counting of the votes.
- 20.8.8 The candidates having the greatest number of votes shall be duly elected until each vacancy on the Board is filled.
- 20.8.9 When two or more candidates seeking election to the Board obtain an equal number of votes and the position or positions which remain to be filled are less than the number of those candidates, a further ballot or further ballots (as the case may require) shall be taken at the Annual General Meeting upon which the Members present and eligible to vote shall vote to determine which of the candidates shall be elected to fill the available position or positions on the Board. If upon the last of such ballots being taken to fill one remaining vacancy, two or more candidates obtain an equal number of votes, the President or the person presiding as chair of the Annual General Meeting by his casting vote shall decide which of them shall be declared elected to fill such vacancy.

20.9 DECLARATION OF POLL

- 20.9.1 Upon completion of the count, the Returning Officer shall report the results in writing to the President or other person presiding as chair of the Annual General Meeting. In the event of any equality of voting the President or other person presiding as chair of the Annual General Meeting, for this purpose only, shall make his or her casting vote in accordance and then declare the names of the successful candidates and their terms of office as being duly elected.
- 20.9.2 The retiring Board Members shall hold office until the conclusion of the Annual General Meeting, at which time they will retire and the terms of the newly elected Board Members will commence.
- 20.9.3 The Chief Executive Officer shall, as soon as is reasonably practicable after the Annual General Meeting, post the results of the election on the Club notice board.

20.10 NO ELECTION

- 20.10.1 Where no more than the required number of candidates are nominated for election to the Board, those candidates shall be deemed to be declared by the President or the other person presiding as chair of the Annual General Meeting, to be appointed to the Board, at the Annual General Meeting.
- 20.10.2 In the event of the number of candidates duly nominated being less than the number of vacancies to be filled, the President or other person presiding as

chair of the Annual General Meeting shall declare the candidates nominated to be elected to the Board. The remaining vacancy or vacancies shall thereafter be filled by the Board pursuant to clause 8.5.1.

21. GENERAL MEETINGS

21.1 ANNUAL GENERAL MEETING

21.1.1 The Annual General Meeting of the Club shall be held not later than the 15th day of December for each Financial Year of the Club.

21.1.2 Notice of Annual General Meeting must be advertised in the "West Australian" newspaper or its equivalent at least 14 days prior to the meeting. Any special business (including special resolutions to be proposed) must be mentioned.

21.1.3 Unless otherwise determined by the President or the other person presiding as chair of the Annual General Meeting, the order of business at the Annual General Meeting shall be:

- (a) reading notice of meeting;
- (b) apologies from Members who cannot attend;
- (c) consideration and confirmation of the Minutes of the previous Annual General Meeting;
- (d) business arising from previous Minutes;
- (e) notices of motion;
- (f) presentation of the Annual Report;
- (g) auditor's Report;
- (h) election of Board (except Vice Presidents);
- (i) appointment of Life Members;
- (j) appointment of Auditors;
- (k) general business; and
- (l) social.

21.2 SPECIAL GENERAL MEETINGS

21.2.1 A Special General Meeting shall be called by the Chief Executive Officer within 21 days of being directed to do so by the President or the Board of Management or upon receipt of a requisition of Members, with such requisition having been signed by at least 10% of Members entitled to vote at General Meetings of the Club.

21.2.2 Notice of the meeting shall be circulated by advertisement in the "West Australian" as well as sent to each Member stating precisely the objects of the meeting not less than 14 days prior to such meeting.

21.3 QUORUM

21.3.1 At the Annual General Meeting and at Special General Meetings a quorum shall consist of at least fifty (50) financial Members of the Club eligible to vote.

21.3.2 If within half an hour from the time appointed for a General Meeting stated in the notice of meeting, a quorum is not present:

- (a) the meeting shall be dissolved in the case of a Special General Meeting called resultant from a requisition of Members; and
- (b) in other cases shall stand adjourned to the same day, time and place in the next week and then if at such adjourned meeting a quorum is not present, those Members who are present and eligible to vote shall constitute a quorum and may transact the business for which the meeting was called.

21.3.3 Notice of such adjournment shall be advertised as soon as possible in the "West Australian" as well as sent to each Member.

22. CONSTITUTION

22.1 COPY DISPLAYED

22.1.1 A copy of the Constitution amended as applicable shall be displayed in the Club Premises together with any By-Laws relevant to the Constitution.

22.2 INTERPRETATION

22.2.1 On any question regarding the meaning and application of any part of the Constitution or any By-Laws arising from it which are not specific, the interpretation of same shall be at the discretion of the Board whose decision shall be final and binding on all Members.

22.3 ALTERATION

22.3.1 The Constitution may only be varied, amended or rescinded in accordance with Division 2 of Part 3 of the Act, by the passing of a Special Resolution by at least 75% of Members present and eligible to vote at an Annual General Meeting or Special General Meeting called for that purpose.

22.4 NOTICE OF MOTION

22.4.1 Notices of motions to repeal, alter or vary the Constitution shall be given to the Chief Executive Officer at least twenty one (21) days preceding the Annual General Meeting or Special General Meeting called for that purpose, at which the motion shall be presented. The Chief Executive Officer shall exhibit the

proposal on the Club notice board at least fourteen (14) days prior to such meeting.

23. COMMON SEAL

- 23.1 The Club need not have or use a common seal to execute documents or deeds. The Board may resolve whether or not the Club is to have or use a common seal.
- 23.2 Where the Club has a common seal, it must only be used with the authority of the Board. The Chief Executive Officer or any other Board Member authorised by the Board must ensure the safe custody of the seal.
- 23.3 The Chief Executive Officer must record in a seal register details of every document or deed to which the common seal of the Club is fixed.

24. DISPUTES

- 24.1 The disputes procedure set out in this rule applies to disputes under or relating to this Constitution between:
- (a) a Member and another Member; and
 - (b) a Member or Members and the Club.
- 24.2 The parties to the dispute must attempt to resolve the dispute (in person or by telephone, email, or any other means of communication) within 28 days after the dispute comes to the attention of all of the parties. In the case of a dispute involving the Club, the President or another Board Member nominated by the President will represent the Club.
- 24.3 If the parties are unable to resolve the dispute within the 28 day period specified in clause 24.2, either party may initiate the dispute resolution procedure by giving a written notice to the Chief Executive Officer identifying the parties to the dispute and the subject of the dispute.
- 24.4 Within 28 days of receipt of a notice under clause 24.3, a Board meeting must be convened to determine the dispute.
- 24.5 The Chief Executive Officer must give the parties to the dispute at least 7 days' prior written notice of the Board meeting, informing them that they may attend the meeting (in person or via telephone, video conferencing or any other available means of instant communication) and make oral or written submissions (or both).
- 24.6 At the Board meeting, the Board must:
- (a) give each party to the dispute a full and fair opportunity to make oral or written submissions and must give reasonable consideration to any submissions; and
 - (b) determine the dispute, or if it thinks appropriate, refer the dispute to an alternative dispute resolution process.

- 24.7 Written notice of the Board's decision regarding the dispute must be given to all parties to the dispute within 7 days after the Board meeting.

25. LIQUOR ACT

- 25.1 While the Club has a liquor licence, any requirement or obligation of the Club under the Liquor Act (whether in existence at the date of adoption of this Constitution or otherwise) not contained in this Constitution is otherwise deemed to be incorporated in this Constitution, including the following:

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

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

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

END