



Constitution

of the

Sorrento Bowling Club (Inc.)

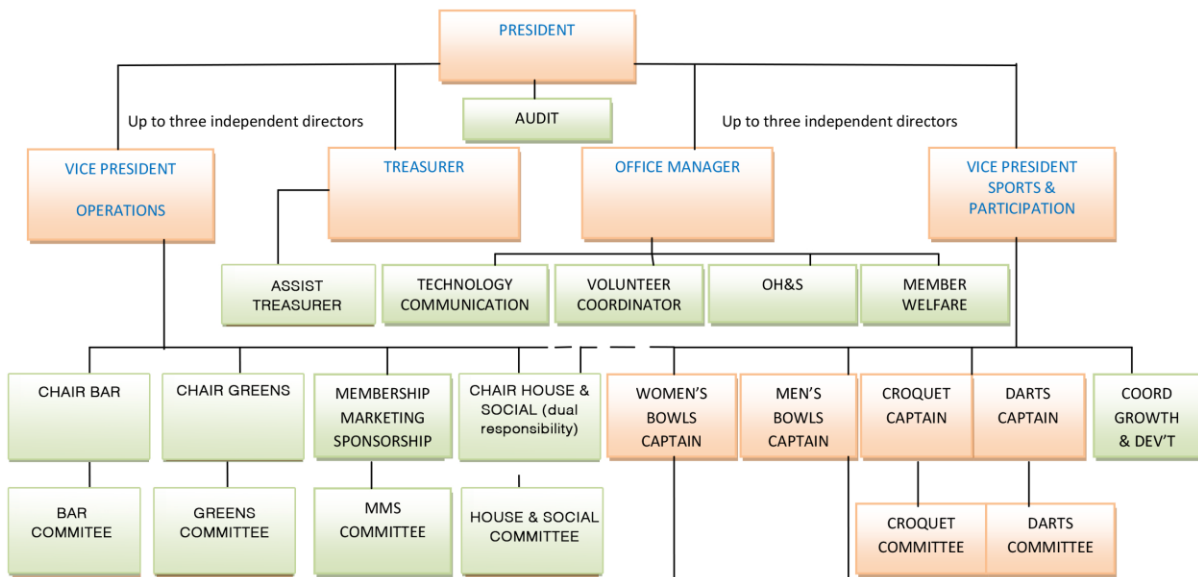
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Organisation Structure



FOOT NOTES

Position titles in blue are members of the Governing Council and responsible for:

- Governance & stewardship (Constitution, By-laws, policy and process)
- Strategic direction and planning
- Financial management and protocols
- Infrastructure and capital investment
- Communication and technology
- Managing specific areas of responsibility

Positions coloured peach are elected positions and represent the interests and expectations of Club members

Positions coloured green are appointed positions. Appointment is made by elected representatives of the Governing Council or related committees. These positions require requisite skills, knowledge and experience and are not there specifically to represent the interests of Club members, rather to meet Club requirements for specific tasks to be undertaken.

- The President's primary responsibilities are to:
- Provide overall leadership, stewardship, motivation and innovation
 - Coordinate the operations of the Governing Council
 - Work constructively with committees and sub-committees
 - Stakeholder and external relations
 - Member relations

A person may hold more than one position, such as the Office Manager also being the Technology and Communications Officer or a Director taking responsibility for OH&S, but this should also occur when a suitable candidate is not available and at the sole discretion of the Governing Council. A person may NOT hold more than one elected position.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

In this Constitution, unless the subject matter or context or otherwise indicates or requires, any words or letters shall have the meaning indicated:

"Associated Sports" means any sport such as croquet or darts that is approved by The Board to be played or based at The Club.

"Financial Member" means any member that has met his or her financial obligations to The Club in respect of subscriptions, levies or any other monies due to The Club relating to their membership.

"Rules" means this Constitution and associated By-Laws.

"RWABA" means The Royal Western Australian Bowling Association and includes its' trading name of Bowls WA.

"Special Resolution" means a resolution to be passed at by at least 75% of members present and eligible to vote at a General or Special meeting of members, relating to which notice must be given to ALL members of The Club at least twenty-one (21) days before the date of the meeting by placing it on The Club's notice board.

"The Act" means the Associations Incorporation Act 2015, its' amendments or other legislation, that may come into force to replace or supplement this Act shall form part of this Constitution.

"The Club" means the Sorrento Bowling Club (Inc.).

"The Club Premises" means all land and buildings and structures thereon of which The Club is a bona-fide occupier.

"The Board" means The Governing Council of The Club with members duly elected/appointed for the time being in accordance with these rules.

"The Liquor Act" means the Liquor Control Act 1988 and any amendments thereto, or any other legislation that may come into force to replace or supplement this Act shall form part of this Constitution.

"The Honorary Office Manager" means the Office Manager for the time being of The Club and includes any deputy or person temporarily fulfilling the office of Office Manager.

"The Treasurer" means the Treasurer for the time being of The Club and includes any deputy or person temporarily fulfilling the office of Treasurer.

"WACA" means the West Australian Croquet Association (Inc.).

1.2 Interpretation

The Board shall be responsible for the interpretation of the Constitution and By Laws of The Club. Interpretation(s) shall be binding unless at a General Meeting such interpretation(s) is over-ruled by not less than seventy five per cent (75%) of members present and eligible to vote.

Unless the contrary intention appears, words importing the singular number shall include the plural and vice-versa, and words importing the male gender shall include the female gender.

2. CLUB DETAILS

2.1 Name

The name of The Club shall be the SORRENTO BOWLING CLUB (Inc.). For the purposes of identification only, Associated Sports such as croquet and darts may identify themselves as the Sorrento Croquet Club and as the Sorrento Darts Club.

This shall in no way reduce the responsibility of any member to the Sorrento Bowling Club (Inc.).

2.2 Vision and Mission

The Club's Vision is:

To be recognised as the "best" Bowling club in Western Australia.

To achieve this Vision The Club will seek:

To meet the needs of the community to play sport, principally lawn bowls, and in so doing provide a friendly environment and facilities that Club members and the community enjoy.

2.3 Objects

The objects of The Club are:

- To foster the game of Bowls and Associated Sports as are hereinafter approved by The Board.
- To establish, maintain and conduct a Club to support the recreational, social, sporting and cultural needs of the local community. 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 Club.
- To promote good fellowship amongst members.
- To provide recreational and sporting facilities for members.
- To at all times act on behalf of, in the interests of, and in conjunction with, the Members and the sports of Bowls, Croquet and Darts.

- To use and protect the Intellectual Property of The Club.
- To ensure the property and income of The Club shall be applied solely towards the promotion of the objects of The Club.
- To carry on all such lawful activities as may be necessary or convenient for the purpose of The Club.

2.4 Powers

The powers conferred on The Club are the same as those conferred by Section 13 of the Act and any additions, exclusions or modifications inserted below. In particular The Club shall have the powers to:

- Raise money by way of Annual Subscription Fees, Levies or otherwise.
- Make such agreements with municipal or other bodies for the purchase, leasing or other hiring of suitable property or properties for the purpose of The Club and to provide and maintain grounds, bowling and croquet greens, club premises and buildings and amenities for their guests upon premises lawfully occupied by The Club, provided that such accommodation must be provided and maintained from the funds of The Club.
- Purchase or otherwise acquire any real or personal property for the purposes of The Club.
- Borrow money by way of loan or overdraft or by the issue of debentures for the purpose of carrying on the work or activities of The Club and to invest in any of the investments authorised by law any surplus funds of The Club not immediately required for the purposes of The Club.
- Enter into such agreements as are reasonable and necessary or as are considered advisable for the proper utilisation of The Club's assets and for the proper carrying out of the other objectives herein detailed for the benefit of members and their guests.
- Hold a club licence pursuant to the Liquor Control Act 1988 and other licenses deemed necessary for the conduct of The Club's business.

2.5 Affiliation

The Club shall be affiliated with the Royal Western Australian Bowling Association (RWABA), the West Australian Croquet Association (WACA) and the relevant Darts and other Sporting Associations.

Bowling members shall recognise and accept the RWABA Constitution and By-laws and shall make all decisions consistent therewith.

Other Associated Sports shall recognise and accept their respective Constitutions and By-laws and shall make all decisions consistent therewith.

2.6 Income and Property

The income and property of The Club shall be applied solely to the promotion of its objects and no part thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of pecuniary profit to the members.

No member shall be entitled to derive any benefit or advantage from The Club which is not shared equally by every member as is herein provided.

Nothing herein contained shall prevent the payment in good faith of remuneration to any officer or servants of The Club, or to any member thereof, or other person in return for services actually rendered or given to The Club, nor prevent the payment of interest on money borrowed from any member of The Club.

2.7 Financial Year

The Financial and Membership year of The Club shall commence on 1st May each year and end on 30th April in the following year.

2.8 Dissolution

The Club may be dissolved or wound up by a Special Resolution at any General or Special meeting called for such purpose.

2.9 Disposition of Assets

If, upon the winding up of The Club there remains after satisfaction of all its' debts and liabilities any property whatsoever, the same shall not be paid or distributed amongst the members but shall be given or transferred to another Association Incorporated under The Act which has similar objects or for charitable purposes, which Association or purposes, as the case requires, shall be determined by resolution of the members.

Upon dissolution of The Club, the Commissioner for Taxation shall be advised within thirty (30) days.

3. MEMBERSHIP

3.1 General

The Board shall have the right to refuse to admit any person to membership of The Club without assigning any reason for so doing.

All members shall conform to and be bound by the Rules and By-Laws of The Club and the provisions of the Liquor Control Act 1988 as amended.

An individual who has not reached the age of fifteen (15) years is not eligible to apply for a class of membership that confers full voting rights.

The rights of a member are not transferable and end when membership ceases.

3.2 Nomination of Members

Applications for membership of The Club shall be proposed and seconded by Ordinary, Senior, Recreational, Country or Life Members of The Club. All applications shall be on the Membership Application Form provided which shall contain the full name, address, telephone number, email address and occupation of the applicant.

3.3 Dealing with membership applications

Upon receipt of an application for membership it shall be posted on the notice board in The Club for a period of not less than seven (7) days prior to the date set for the meeting of The Board which considers the application.

The Board may delay its consideration of an application if The Board considers that any matter relating to the application needs to be clarified by the applicant or that the applicant needs to provide further information in support of the application.

The Board must notify the applicant of The Board's decision to accept or reject the application as soon as practicable after making the decision.

3.4 Election of Members

The applicant's membership to The Club shall be approved at a regular meeting of The Board by a seventy five per cent (75%) majority of those present.

No person who has been refused membership or has withdrawn from nomination shall be eligible to stand for membership again within six (6) Months.

Where past members or individuals transferring from another club apply for membership, their application may be approved, with immediate effect, providing the applicant has a record of "Good Standing" in their past membership or previous club and has paid the appropriate membership fee.

The Club must provide each new member with a copy of the rules in force at the time their membership commences. It is acceptable for The Club to provide a copy of the rules to new members by electronic transmission or providing the details on The Club's website from which they can be downloaded. A hard copy must be provided if the member requests that the rules be provided in that manner.

3.5 Membership Classes

Club membership shall consist of the following classes:

3.5.1 Ordinary Members

Any person fifteen years or older shall, upon application to and election by The Board, become an Ordinary Member of The Club.

Ordinary Membership allows Members to hold office, vote, speak at any meeting, play bowls or Associated Sports and use all other facilities of The Club.

3.5.2 Senior Members

Ordinary members who meet the undermentioned criteria may be granted Membership under this category:

They must have attained the age of seventy five (75) years and must have been members of The Club for a continuous period of at least ten (10) years.

Reduced fees will only apply to those members who had attained the age of seventy five 75 years prior to the first day of the applicable financial year.

Notwithstanding the above, if a member has not attained the age of seventy five (75) but is in poor health or infirm and has been a member of the Club for a continuous period of 10 years they may also be granted reduced fees.

3.5.3 Country Members

Any person whose ordinary place of abode is not less than fifty (50) kilometres from the nearest metropolitan club by the shortest route shall, upon application to and election by The Board, become a Country Member of The Club.

A Country Member shall, subject to Sections 4.1, 4.2 and 4.3, be entitled to all privileges and rights of Ordinary Members and shall be subject to all conditions contained therein.

3.5.4 Life Members

Ordinary Members who have rendered especially meritorious direct services to The Club over a period exceeding ten years may, on recommendation by The Board, be elected Life Members of The Club.

Any Life Member or Ordinary Member of The Club may nominate a person for Life Membership. All nominations must be substantiated in writing and delivered to The Office Manager not less than eight (8) weeks before the Half Yearly or Annual General Meeting.

The Board shall consider all nominations and pass recommendations to a sub-committee to consist of one Board Member, two Life Members and two Ordinary Members. This sub-committee will pass their recommendation back to the Board for a final decision. The Board's decision shall require at least a Seventy Five (75%) yes vote. Awards will be announced at the Half Yearly General or Annual General Meetings.

3.5.5 Honorary Members

Membership that may be granted to Club Patrons, Sponsors, selected Government Officers and any other such persons as The Board may decide from time to time

based on their relationship to the club or community. Honorary Membership will be restricted at any one time to a level deemed appropriate by The Board or as may be suggested by the liquor licensing authority.

3.5.6 Temporary Members

A person who on any day is visiting The Club, as a participant or official, or a person assisting in an event that is to contest a pre-arranged competition in bowling or Associated Sport or other competition that day or at the invitation of a member to engage in that sport on that day, may be taken as a person who is granted Temporary Membership.

Temporary Membership is a privilege and not a right and may be terminated at any time by The Board.

3.5.7 Reciprocal Members

Any visitor who is a full financial member of any like club in Western Australia affiliated to Bowls WA or WACA or with a similar Association or any Licensed Club located outside Western Australia.

Provisional Membership is a right and not a privilege and may be terminated at any time by The Board.

3.5.8 Social Members

A Social Member is a member who is interested in promoting the objects of The Club but does not wish to participate in any capitated sporting activities. Social Members shall not be entitled to hold any office or to vote at any meeting.

3.5.9 Junior Members

Any person not having reached the age of fifteen (15) years shall, upon application to and election by The Board, become a Junior Member of The Club.

3.5.10 Corporate Members

Organisations, through senior management conducting community or tourism related business in Sorrento and its' surrounds that have made a contribution to The Club through business, sponsorship or donations.

Corporate membership will be restricted at any one time to a level deemed appropriate by The Club or as may be required by the Liquor Licensing Authority.

3.5.11 Recreational Members

They cannot play in the pennant of club championship competitions. They shall be entitled to such privileges and playing rights as shall be decided by The Board from time to time, including the right, at the invitation of The Board, to take part in events designed to include them.

3.6 Rights and Privileges

Provisional, Temporary, Junior, Social and Honorary Members shall not have any right, title or interest in or to any property of The Club. In addition, they shall not be entitled to hold elected office, vote or speak at meetings. However, The Board may appoint a Social Member with specialist skills to any appointed position requiring those skills. Such appointment shall be for a period of one (1) year from the date of appointment.

Junior or Temporary Members shall not bring any guest into The Club premises.

3.7 Limitation of Privileges

Only members who are financial shall be entitled to play in any pennant match or any Club Championship event or be entitled to use any of The Clubs facilities.

3.8 Register of Members

The Office Manager shall keep and maintain in The Club an up-to-date register of members in which shall be entered the names and residential, postal or email addresses of every member, the class of membership to which that member belongs and the date on which each member becomes a member. Any changes to the register must be recorded within twenty eight (28) days after the change occurs.

The register shall, upon request of a member of The Club, be available for inspection by the member and any relevant government official at a time that is mutually convenient. The member may, at their expense, make a copy of or take an extract from the register but shall have no right to remove the register for that purpose.

The Board may require a Member who requests a copy of the 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 Association.

3.9 Cessation of Membership

Any member desiring to resign their membership of The Club may do so by giving written notice to The Office Manager.

The resignation shall be considered by The Board at its next regular meeting. However, any such member shall be liable for the payment of any subscriptions or other monies due or payable by them at the time of such resignation.

No member retiring from The Club or ceasing from any cause to be a member shall be entitled to or have any claim upon any portion whatever of the property or of the funds of The Club.

Every member shall be under a continuing liability until their membership ceases.

Any member who has not paid their fees within six months of those fees being due shall cease to be a member of The Club. A person who has resigned from

membership of The Club remains liable for any fees that are owed to The Club at the time of resignation.

The owed amount may be recovered by The Club in a court of competent jurisdiction as a debt due to The Club.

The Office Manager must keep a record, for at least one (1) year after a person ceases to be a member, of:

- the date on which the person ceased to be a member; and
- the reason why the person ceased to be a member.

3.10 Guests

Any member (not including Junior Members) of The Club shall be at liberty to invite guests to The Club but the number of guests shall not exceed the maximum number as contained in Section 48(4)(b) of the Liquor Act.

No person shall be permitted on The Club premises unless on the invitation and in the company of a member.

No guest shall be allowed or admitted to use The Club house except during the hours permitted by the Liquor Control Act 1988. No person who has been an unsuccessful candidate for admission to The Club shall be admitted as a guest neither shall any person under suspension from this or any other club.

Guests must be and as far as reasonably possible remain in the company of the introducing member who shall be responsible for the attire and behaviour of such guests.

4. FINANCE

4.1 Annual Subscriptions and Capitation Fees

The annual subscription fees for each class of membership shall be determined by The Board and include related sports association fees.

Members participating in Associated Sports may also be required to pay fees and/or levies set by those Sports.

4.2 Payment of Subscriptions

All fees and subscriptions are due on the 1st May in each year.

Subscriptions, based on financial hardship, may, on written application by a member to The Board and subject to Committee approval, be paid in two (2) equal parts, the first payment by the 31st May and the second by the 31st October, in any year.

New members joining The Club after the 1st January shall pay a proportional fee as deemed by The Board, plus capitation and other fees and levies where appropriate.

4.3 Levies

Members shall each pay such levies as may be imposed from time to time by The Club or by the RWABA or WACA as appropriate. A Special General Meeting called for that purpose shall have power to make a levy on the members for any special project and such levy shall be in addition to the annual fee for membership.

In any one year, total levies imposed by The Club shall not exceed Fifty Per cent (50%) of the annual subscription fees for Ordinary Members.

4.4 Depositing and Withdrawal of Funds

The funds of The Club shall be placed in such financial institution as The Board may from time to time determine to the credit of The Club. Deposits to the accounts shall be made by the Club Treasurer or Assistant Club Treasurer. Withdrawals from the accounts through Electronic Funds Transfer shall be prepared by the Club Treasurer and ratified by the Office Manager or another Board member. Cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of The Club shall require the signatures of any two of the President, Vice Presidents, Club Treasurer or Office Manager or in their absence or incapacity, by members appointed by The Board.

A schedule of all payments made in the preceding month shall be presented by the Treasurer to The Board for approval.

4.5 Auditors

Members at the AGM shall appoint a person or organisation as club auditor/reviewer. They shall be suitably qualified in accordance with the Associations Incorporation Act 2015.

The Club Treasurer and/or Office Manager shall give the Auditor or Auditors, at all reasonable times, full access to The Club's books of accounts and vouchers and afford them every facility for the purpose of making a true audit of The Club's financial affairs.

The Board shall ensure The Club's books and records are reviewed/audited on an annual basis.

4.6 Dues recoverable at Law

Notwithstanding anything herein contained all subscriptions owing by any Member under these Rules and all monies owing and payable by any Member of The Club for goods sold and delivered and services rendered to such member or any other account whatsoever shall be recoverable by The Club by action in any Court of Law against such Member whether such Member shall at the time of commencement of the action have ceased to be a Member or not.

5. COMMITTEES

5.1 The Board (Governing Council)

The Board (Governing Council) shall be responsible for the management and administration of the affairs, property and funds of The Club.

Under Section 39 of The Act the following persons must not, without leave of the Commissioner, accept an appointment or act as a member of The Board;

- A person who is, according to the Interpretation Act 1984 section 13D, a bankrupt or a person whose affairs are under insolvency laws;
- A person who has been convicted within or outside the State of an indictable offence in relation to the promotion, formation or management of a body corporate; or an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three (3) months; or an offence under Part 4 Division 3 or section 127 of the Act.

Section 39 only applies to a person who has been convicted of the above offences only for a period of five (5) years from the time of the person's conviction, or if the conviction results in a term of imprisonment, from the time of the persons release from custody.

The Board shall have the authority to appoint up to three (3) Directors. The Board shall have the authority to appoint The Treasurer of The Club to The Board of The Club. These Directors shall be appointed based on their specific expertise and/or business acumen.

The Board shall consist of the President; Vice President (Operations); Vice President (Sports and Participation); Office Manager; Club Treasurer; and up to three Appointed Directors. Members appointed to The Board shall have full voting rights.

All elected positions on The Board shall be for a term of one (1) year commencing on the original date of election. All Appointed positions shall be for a term of one (1) year commencing from the date of appointment.

All members of The Board shall be eligible for re-election subject to continuing membership of The Club. However, any Member who has resigned from The Board shall not be eligible for re-appointment to any committee until the next Annual General Meeting.

The Board shall meet as necessary, but no less than six (6) times a year.

Two-thirds of the members of The Board shall form a quorum.

A record of meetings shall be taken by the Office Manager or another member of The Board to be ratified at the following meeting. Minutes of meetings will be maintained for future reference.

5.2 Sub-Committees

Sub-committees shall meet as required but no less than six times per year.

A quorum for sub-committees shall comprise two-thirds of their membership.

All positions on sub-committees shall be for a term of one year commencing on the date of election.

All members of sub-committees shall be eligible for re-election subject to continuing membership of the Club. However, any member who has resigned from a sub-committee shall not be eligible for re-appointment to any sub-committee until the next Annual General Meeting.

5.3 Duties

The Duties and Job Descriptions of the members of The Board and other committee positions are in the By Laws.

5.4 Delegations to Committees

The Board may delegate any of its powers to a Standing or Operational Committee as they think fit. A Committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of The Board and a power so exercised shall be taken to have been exercised by The Board.

5.5 Other Committees

All Standing and Operational Committees' responsibilities and terms of office are detailed in the By Laws.

5.6 Co-opted Members

The Board shall have the power to co-opt financial Ordinary and Life Members at any time to support the Office Manager, Treasurer or any committee to assist or further the objects of The Club. Such persons shall have full voting rights in any committee.

5.7 Committee Elections and Ballot Procedure

At least forty-two (42) days before the Annual General Meeting the Office Manager shall place a notice on the notice board calling for nominations for all elected Committee positions and Expressions of Interest for appointed positions.

Nominations shall be signed by Ordinary, Senior, Country or Life Members as Proposer and Seconder and by the nominee, and lodged with The Office Manager at least twenty eight-(28) days before the Annual-General Meeting.

If a nominee is away from Perth they may signify their acceptance of nomination by email to the Office Manager.

The Office Manager shall initial and date each nomination form received and shall place the names of nominees on the notice board within seven (7) days of receipt.

Elections shall be by secret ballot.

The Board shall appoint a Returning Officer and two Scrutineers, none of whom shall be either a candidate at the elections or a serving member of The Board, to conduct the ballot.

Voting papers will be available from The Office Manager. Voting papers will only be distributed to Financial Members.

Only male bowlers will be entitled to vote for positions on men's bowls committees. Only female bowlers will be entitled to vote for positions on women's bowls committees. Only croquet players will be entitled to vote for positions on croquet committees. Recreational members are not entitled to nominate or vote for Club Captains or Selection Committee positions.

The ballot shall close at least seventy two (72) hours before the Annual General Meeting when votes will be counted by the Returning Officer in the presence of the two Scrutineers.

Ballots shall be decided by a 'first past the post' system. All votes shall be recorded by marking the box opposite the name of each candidate of their choice up to the number of candidates to be elected.

Ballot papers which show more candidates marked as voted for than the number permitted, or are defaced or mutilated as to prevent the intentions of the voter being ascertained shall be deemed informal.

The Returning Officer may rule as he or she may think fit on any other matter.

If two or more candidates receive the same number of votes, the Returning Officer shall determine, by lot, the successful candidate or candidates.

The results of the ballot shall be posted on the club notice board and emailed to members.

At the Annual General Meeting the Returning Officer or a Scrutineer shall announce the results of the ballot.

Members may be nominated for more than one position, provided that any member elected to a position on The Board shall then be automatically excluded from the ballot for any other position on The Board.

Members may sit on more than one sub-committee provided their appointment to a second sub-committee is approved by the Board.

The order of ballot positions shall be

- President
- Vice President (Operations)
- Vice President (Sports and Participation)
- Office Manager.
- Captain, Men's Bowls
- Captain, Ladies' Bowls
- Captain, Croquet
- Captain, Darts
- Men's Bowls Committee
- Women's Bowls Committee
- Croquet Committee (elected by Croquet Club)
- Darts Committee (elected by Dart Club)

The remaining positions shall be appointed by a majority vote of the Board based on the Expressions of Interest of members for those positions.

In the event of The Club employing a paid Secretary/Manager the positions of Honorary Office Manager and/or club Treasurer shall not be filled. The paid Secretary/Manager shall be a paid employee of The Club and shall not be entitled to a vote on any Committee or sub-committee.

In the event of insufficient candidates being nominated, the members at the Annual General Meeting may proceed to nominate and elect such officers that are required to make up the deficiency.

5.8 Payments to a Member

A payment to a member out of the funds of The Club is authorised if it is:

- the payment in good faith to the member as reasonable remuneration for any services provided to The Club, or for goods supplied to The Club, in the ordinary course of business; or
- the reimbursement of reasonable expenses properly incurred by the member on behalf of The Club.

6. MEETINGS AND MEETING PROCEDURE

6.1 Annual General and Half Yearly General Meetings

The Annual General Meeting (AGM) of The Club shall be held on a date ordered by The Board but not later than six (6) months after the end of the Club's Financial Year. A Half Yearly General Meeting shall be held on a date to be fixed by The Board but not later than 31st January each year. All Members are entitled to attend all general meetings of The Club.

Written notice of the meeting shall be forwarded to each member at their last known address not less than twenty one (21) days before the date of meeting and posted on the notice board of The Club not less than twenty one (21) days before the date of the meeting.

6.2 Quorum at General Meetings

Thirty members (30) shall form a quorum. If at the end of thirty minutes after the time appointed for the opening of the meeting there be no quorum the meeting shall stand adjourned for one (1) week. If at such adjourned meeting there is no quorum, those present shall be competent to discharge the business.

6.3 Presiding Officer at General Meetings

The President shall preside at The Club's Annual General Meeting, Half Yearly and Special Meetings.

In the President's absence the Vice President (Operations) shall preside. In the absence of the Vice President (Operations) the Vice President (Sports and Participation) shall preside.

6.4 Order of Business at Annual General Meetings

The following shall be the order of business at The Club's Annual General Meeting:-

- Reading of the Notice of Meeting
- Receiving and Confirmation of Minutes of the last Annual General Meeting or Half Yearly Meeting and of any Special General meetings held since.
- Receiving the President's report
- Receiving and discussing the annual balance sheet and set of accounts.
- Receiving and discussing the report of the External Auditor/Reviewer
- Declaration of ballots for election of officers
- Confirmation of the appointment of Returning Officer, Patrons and External Auditor/Reviewer
- Notices of motion
- General Business

6.5 Order of Business at Half Yearly General Meetings

The following shall be the order of business:-

- Receiving and Confirmation of Minutes of last Annual General Meeting or Half Yearly General Meeting and of any Special General Meetings held since.
- Receiving the President's report.
- Receiving and discussing the Treasurer's report.
- Election or confirmation of members who have been appointed by The Board to any vacancies in office of The Club's committees during the half year.
- Notices of motion.
- General business.

6.6 Special General meetings

The Board may convene a Special General Meeting. The Board must convene a Special General Meeting if at least twenty percent (20%) of the members require a Special General Meeting to be convened.

The Special General Meeting must be convened within twenty eight (28) days of receipt by The Board of a written request signed by all the members requesting the meeting.

Special General Meetings shall be called by placing a notice on the notice board specifying the business to be transacted not less than twenty one (21) days prior to the meeting.

6.7 Special General Meeting Procedure

The notice posted on The Club notice board shall specify the business to be transacted and no other business shall be dealt with at such meeting. Thirty (30) members shall form a quorum.

When a special meeting is called by resolution of The Board if at the end of thirty (30) minutes after the time appointed for the opening of the meeting there be no quorum the meeting shall stand adjourned for one (1) week. If at such adjourned meeting there is no quorum, those present shall be competent to discharge the business.

When a Special General Meeting is called by requisition signed by at least twenty percent (20%) of members, if no quorum be present thirty minutes after the time appointed for the opening of the meeting, it shall lapse.

6.8 Voting Entitlements

Only Ordinary, Senior, Country and Life Members of The Club who are financial for the current year shall be entitled to vote at the Annual General, Half Yearly and at all Special General Meetings of The Club.

6.9 Method of voting

All propositions, questions and matters submitted in accordance with these Rules to the Annual General Meeting or Special General Meetings, excepting alterations to the Rules as provided for by clause 8.6 shall be decided by a majority of those present to be determined in the first instance by a show of hands unless a ballot be demanded by at least six (6) members present.

6.10 Appointment of Patron(s)

Members at the AGM may elect Patron(s) who shall hold office until the next AGM.

6.11 Meetings of The Board

The Board shall meet in The Club as often as shall be required to perform its' responsibilities, but not less than six (6) times per year, at a time and day as determined by the Board.

The Office Manager shall call meetings of The Board when instructed to do so.

At all meetings of The Board two-thirds of its members shall form a quorum. If there be no quorum present within thirty minutes of the time appointed for the meeting, it shall stand adjourned for a week at the same hour.

If at such adjourned meeting no quorum be present, those present shall form a quorum and shall have power to transact the business of such meetings.

At all meetings the President shall preside.

In the absence of the President the Vice President (Operations) shall preside, or in their absence the Vice President (Sports and Participation).

Any member of The Board who is absent from three consecutive ordinary meetings without leave of The Board or who ceases to be a member of the Club or is suspended from membership shall vacate their office unless, in the case of absence without leave, the disqualification be dispensed with by a resolution of The Board.

7. POWERS OF THE BOARD

7.1 Borrowing

The Board shall be empowered to borrow money for the purposes of The Club up to the sum of Twenty Thousand Dollars (\$20,000.00) in any one year at such rate of interest and in such form and manner and upon such security as deemed necessary.

If it should be considered necessary by The Board to borrow in any one year a sum in excess of that mentioned above then The Board must seek authority to do so from an Annual, Half Yearly or Special General Meeting.

7.2 By-Laws

The Board shall have power to frame By-laws for the management of the Club consistent with these Rules. Such By-laws shall be binding on members until repealed or amended by The Board or by any General Meeting of members. Such By-laws may impose penalties for any breach of these Rules.

The Board shall have full power to alter, amend or rescind the By-laws as occasion may require and any By-Laws made by The Board shall be equally as binding as, but shall not be opposed to these Rules.

A certified copy of all By-Laws shall be posted on the notice board by The Office Manager.

7.3 Filling of Vacancies

The Board shall have the power to fill any vacancy occurring on The Board or any committee.

Any such vacancy shall be filled by appointing a suitable candidate for that position and shall be for the period ending at the Annual General Meeting following the appointment.

7.4 Vesting of Power

In the event of the resignation of The Board the management of the affairs of The Club shall be vested in the President, the Vice President (Operations), Vice President (Sports and Participation), Office Manager and Club Treasurer, who shall be competent to exercise all powers vested in The Board until the holding of a Special General Meeting, convened for the purpose of electing their successors within one month of their resignation.

7.5 Appointment of Employees

The Board shall have the power to appoint and/or remove any paid employee as may in the opinion of The Board be necessary. Pay such salary and wages to such employees as The Board may think fit, but shall be paid not less than the rates laid down under the Registered & Licensed Clubs Award 2010 and to define their respective duties.

7.6 Payment of Gratuities

The Board may recommend to an Annual General Meeting that any employee of The Club be granted a gratuity of up to Five Hundred Dollars (\$500.00) per annum for diligent and faithful service.

7.7 Purchase or Lease Agreements

The Board shall have the power to purchase, lease or rent any premises, furniture, goods and/or effects for the business of The Club for such time and/or term and on such conditions and at such rent as it may deem appropriate subject to the conditions set under Clause 2.4 herein.

7.8 Negotiable Securities

The Board shall have the power to draw, make, accept, endorse and issue negotiable securities or instruments of whatsoever kind or nature and to determine by which officers of the Club such negotiable securities or instruments shall be signed.

7.9 Legal Action

The Board shall have the power to take and defend all legal proceedings by or on behalf of the Club and to appoint all necessary lawyers for any such purpose.

7.10 Registration of the Club

The Board shall have the power to register the Club under the Associations Incorporation Act 1987.

7.11 Vesting of Power if Sub-Committee Resigns

In the event of the resignation of any sub-committee the powers vested in such sub-committee shall revert to The Board pending the formation of a further sub-committee which shall be appointed by The Board within one month.

The members of any sub-committee so elected will hold office until the next Annual General Meeting.

8. GENERAL

8.1 Restriction on Using Club Name

No member shall undertake to arrange, on their own responsibility, anything to which it is necessary to couple the name of The Club, or to affix their name to any printed form of any kind without the concurrence of The Board.

8.2 Disciplinary Action

The Board may decide to suspend, expel, reprimand or impose a penalty if the member;

- a) contravenes any of The Club's rules; or
- b) acts detrimentally to the interests of The Club; or
- c) acts in any manner to impair or affect the enjoyment of the club premises by members; or
- d) acts in any manner to cause conflict between or among members.

When a dispute arises between members or between one or more members and The Club the parties to the dispute must attempt to resolve the dispute between themselves within fourteen (14) days after the dispute comes to the attention of each party.

Where, in the opinion of The Board a dispute may be resolved through mediation, The Board shall appoint a mediator who shall attempt through mediation to resolve the matter by agreement between the parties involved.

Where mediation is not successful any party to the dispute may start the grievance procedure by giving written notice to the Office Manager of;

- the parties to the dispute; and
- the matters that are the subject of the dispute.

Within twenty eight (28) days after the Office Manager is given the notice a Board meeting must be convened to consider and determine the dispute.

The Office Manager must give each party to the dispute written notice of the Board meeting at which the dispute is to be considered and determined at least seven (7) days before the meeting is held.

The notice given to each party to the dispute must state when and where the Board meeting is to be held and that the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written and/or oral submissions to the meeting about the dispute.

The Office Manager must, on application of either party, send a notice to any other member to appear to give evidence, provided such application is made three days before the date of hearing such charge.

Should either of the parties fail to attend, The Board shall take evidence and decide the case the same as if all parties had been present.

If, after the hearing of evidence, The Board may either accept or reject the charge.

The Office Manager must give each party to the dispute written notice of the Board's determination, and the reasons for the determination, within seven (7) days after the Board meeting at which the determination was made.

In the case of expulsion the name of such member shall be erased from the list of members and he/she shall cease to enjoy the privileges of a member. The Office Manager will provide the details of the expulsion to the relevant Governing body.

Any expelled member of The Club who may be aggrieved by their expulsion by The Board under the preceding sub-rule may, by written notice lodged with the Office Manager within seven days of the expulsion, appeal to a Special Meeting of members which shall be called by The Board who shall lay the appeal stating the nature thereof before such meeting.

The aggrieved must, with the notice aforesaid, lodge the sum of Two Hundred Dollars with The Office Manager to cover the cost of calling such meeting which shall be forfeited if such meeting by a majority uphold the decision of The Board, otherwise it shall be returned.

Until the hearing of any appeal, the decision of The Board shall have full effect, but such member shall have the right to attend such Special Meeting.

Notwithstanding any such expulsion the member expelled shall be liable for all monies due by that member at the date of expulsion.

In the case of suspension, during the period a member's membership is suspended, the member;

- Loses any rights (including voting rights) arising as a result of membership; and

- Is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to The Club.

When a member's membership is suspended, the Office Manager must record in the register of members;

- That the member's membership is suspended; and
- The date on which the suspension takes effect; and
- The period of the suspension.

When the period of suspension ends, the Office Manager must record in the register of members that the member's membership is no longer suspended.

No person shall be entitled to take action or proceedings against The Club for or in respect of any suspension or expulsion as aforesaid and must conform to the decision of The Board.

Should any member make a charge which, in the opinion of The Board, is of a frivolous nature or unsupported by evidence at such inquiry The Board may dismiss the charge and impose such penalty against that member as they think fit.

8.3 Private Functions

Members may, with the approval of the Chair of the Bar Committee, hold private functions, providing that the sale of liquor shall be:

- Ancillary to a meal supplied at The Club by or on behalf of The Club to a member and to each of the guests of that member being guests of whose attendance was given prior notice to The Club.
- To a member for the consumption by the guests of that member at a function held by or on behalf of that member at The Club.

Members wishing to avail themselves of this opportunity must book the venue in advance through either the Chair of the Bar Committee or Office Manager.

Members receiving approval under this section shall be responsible for their guests' behaviour whilst on The Club premises.

8.4 Club Seal

The Club shall procure a seal the design of which shall be determined by The Board. The said seal shall contain the words "Sorrento Bowling Club (Inc.)" and shall be kept in the custody of The Office Manager.

All deeds, instruments or documents to which the seal is required to be affixed shall be signed by any two of the President, Vice President (Operations), Vice President (Sports and Participation), Office Manager or Club Treasurer.

The Office Manager must make written record of each use of the Common Seal.

8.5 Notice Board

The Club notice board shall be affixed to a conspicuous part of the Club premises.

8.6 Amendments to the Constitution

No clause shall be amended or repealed nor shall any new clause be inserted except by Special Resolution passed by at least 75% of the members present and eligible to vote at the Annual General Meeting, Half-Yearly Annual General Meeting or Special General Meeting called for the purpose.

As soon as practicable after the making of any proposal for a change to the rules of the club, The Club shall provide to the Director of Liquor Licensing the proposed changes. No effect will be given to the changes without the prior approval of the Director.

Notice of any proposed amendment, repeal or addition must be given in writing to The Office Manager at least twenty eight (28) days prior to the date set for the General Meeting at which they are to be considered.

Notices of Motion together with a notice of the Meeting at which it is intended to propose the motion must be posted on the notice board at least twenty-one (21) days before the date of such meeting.

Within thirty (30) days after the making of any amendment or alteration to the Rules of The Club The Board shall forward a certified copy of the amendment or alteration to the Commissioner for Consumer Protection, the Director of Liquor Licensing, RWABA and WACA, no effect will be given to any amendment or alteration without the prior approval of the Director of Liquor Licensing.

8.7 Removal or Damage to Property

No member shall damage injure or destroy any of the property of The Club or take any Club property from the premises without permission.

Any loss or damage resulting from any breach of this rule shall be made good by the member concerned.

The Board shall assess the amount to be paid by the member and the assessment shall be final.

8.8 Loss or Damage to Private Property

The Club shall not be responsible for the loss or damage to any article whatsoever brought into The Club house by members, employees or visitors.

8.9 Admission to Parts of Club Premises

Other than members of the Bar Committee no member of The Club shall be allowed behind the bar under any pretext except with the approval of a member of The Board.

8.10 Complaints

Any complaints by members shall be in writing, signed by the members complaining, and shall be submitted to the Office Manager who shall forward them to The Board or appropriate operational committee. The resulting decision shall be communicated to the member making the complaint.

8.11 Trustees

The President, Vice President (Operations) and Office Manager shall be ex-officio Trustees of The Club. All property of The Club shall be vested in their trust for and on behalf of the Members for the time being.

Records and documents held in trust may be inspected by Financial Ordinary or Life Members of The Club who shall be permitted to copy, at the member's expense, such records but shall not remove them from club possession.

8.12 Indemnity

The officers and The Board of The Club, shall at all times be saved harm and be kept indemnified from and against, all costs, charges, losses, damages and expenses which such person or persons or any of them sustain, incur or be put to in or about the execution and discharge of their respective trust and offices or in or about any action, suit or proceedings at law or in equity in which they or any of them shall or may be plaintiff or defendants provided that such person or persons shall have acted by direction from The Board for the time being. Provided always that the amount of such costs, charges, damages and expenses for which indemnity is intended to be hereby provided shall immediately it has been sustained or incurred, be paid from the available funds of The Club.

None of The Board or other officers of The Club shall be answerable or accountable for the others or any of them or other person or persons whomsoever, but for their own acts, deeds and faults alone.