

# **CONSTITUTION**

**of the**

**HELLENIC ASSOCIATION CLUB OF WESTERN  
AUSTRALIA INCORPORATED**

**ABN 25 457 483 380**

20 November 2022

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**CONSTITUTION**  
**of**  
**Hellenic Association Club of Western Australia**  
**Incorporated ABN 25 457 483 380**

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**1. INTERPRETATION**

**Definitions**

1.1 In this Constitution:

**Act** means the *Associations Incorporation Act 2015 (WA)*.

**Club** means the Hellenic Association Club of Western Australia Incorporated ABN 25 457 483 380.

**Commissioner** means the person for the time being designated as the Commissioner under section 153 of the Act.

**Committee** means the management committee of the Club.

**Constitution** means this constitution as altered or amended from time to time.

**Financial Member** means a member who has paid the annual subscription fee in accordance with clause 4.11 and all other money due and payable by that member to the Club.

**Financial Year** means the period of 12 months commencing on 1 July and ending on 30 June of the following year.

**General Meeting** means an Annual General Meeting or an Extraordinary General Meeting.

**Greek-Australian Communities** means other incorporated associations that promote Greek culture, traditions and goodwill between people of Greek origin and Australians.

**Hellenic Orthodox Communities** means communities that promote the Greek Orthodox faith and are part of the Greek Orthodox Church.

**Law** includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal, local or otherwise.

**Office** means the office headquarters of the Club located at 75 Stirling Street, Perth.

**Office Holder** means the Committee positions of President, Vice President, Secretary and Treasurer.

**Register of Members** means the register of members of the Club required to be maintained under section 53 of the Act.

**Secretary** means the person appointed to the Office Holder position of secretary of the Club.

**Special Resolution** means a resolution passed by at least seventy-five percent (75%) of the persons who:

- (a) are present at a meeting; and
- (b) are entitled to vote at the meeting.

**State** means Western Australia.

**Treasurer** means the person appointed to the Office Holder position of treasurer of the Club.

**Trustee** means a member of the Trustees.

**Trustees** means the committee formed under clause 11.

## **Interpretation**

- 1.2 Headings are inserted in this Constitution for convenience only, and shall not effect the interpretation of this Constitution.
- 1.3 References to a 'clause' or 'sub-clause' are references to clauses and sub-clauses in this Constitution.

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## **2. NAME OF ASSOCIATION**

- 2.1 The name of the association is the "Hellenic Association Club of Western Australia Incorporated".

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## **3. OBJECTS**

- 3.1 The objects of the Club are:
  - (a) to promote the social and moral elevation of its members;
  - (b) to foster goodwill and social intercourse within Greek-Australian Communities in Perth and the rest of the State;
  - (c) to promote goodwill between Greek and Australian communities;
  - (d) to assist morally and economically all Hellenic Orthodox Communities of the State;
  - (e) to provide and maintain an adequate library and reading room for the members in a special room at the Office; and

- (f) to lawfully maintain and conduct the Club and supply liquor to its members in accordance with the *Liquor Control Act 1998* (WA) as amended from time to time and any other applicable Law.

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#### **4. MEMBERSHIP**

##### **Eligibility**

- 4.1 A Greek person or a person of Greek origin on either the maternal or paternal side of their family who:
  - (a) has attained the age of eighteen (18) years, or to be a junior member, the age of thirteen (13) years;
  - (b) is of Greek Orthodox faith, naturally "philhellene";
  - (c) has not been convicted of any offence punishable by a summary conviction; and
  - (d) is a resident of the State,is eligible to become a member of the Club.
  
- 4.2 A spouse of a person eligible to become a member under clause 4.1, who:
  - (a) has attained the age of eighteen (18) years, or to be a junior member, the age of thirteen (13) years;
  - (b) has not been convicted of any offence punishable by a summary conviction; and
  - (c) is a resident of the State,is eligible to become a member of the Club.
  
- 4.3 Any person of non-Greek origin is eligible to become an associate member of the Club if they:
  - (a) promote the objects of the Club;
  - (b) have not been convicted of any offence punishable by a summary conviction; and
  - (c) are a resident of the State.

4.4 The number of associate members is restricted to ten percent (10%) of the number of ordinary members.

#### **Application to become a member**

4.5 A person who wishes to become a member of the Club must send to the Committee an application in writing (in the form decided by the Committee) which must include:

- (a) the signature of two members of the Club as proposer and seconder;
- (b) the class of membership that the person is applying for; and
- (c) any applicable nomination fee (as determined by the Committee from time to time).

4.6 The Committee at its sole discretion has the power to approve or reject an application for membership.

4.7 A person becomes a member of the Club when:

- (a) the Committee accepts the application for membership; and
- (b) the person has paid the nomination fee (if applicable); or
- (c) the person is restored to the Register of Members under clause 4.13.

4.8 A person ceases to be a member of the Club if they:

- (a) die;
- (b) resign by providing written notice to the Committee;
- (c) are expelled from the Club under clause 18;
- (d) become ineligible to be a member under this clause 4; or
- (e) fail to pay the annual subscription fee in accordance with the requirements in this Constitution.

#### **Annual subscription fee**

4.9 The annual subscription fee may be revised from time to time by the members of the Club present and entitled to vote at an Annual General Meeting.

4.10 The annual subscription fee is twenty-five dollars (\$25.00 AUD Inc. GST) per Calendar Year, except for members who hold a valid Government issued concession card, in which case the annual subscription fee is fifteen dollars (\$15.00 AUD Inc. GST) per Calendar Year. The payment of this concessional annual subscription fee has no effect on a member's rights under this Constitution.

- 4.11 Subject to clauses 5.4(a), 5.6(a) and 5.8(b), the annual subscription fee is payable on joining and thereafter on or before the first day of January in every Calendar Year.
- 4.12 If a member of the Club fails to pay the annual subscription fee by 31 March of that Calendar Year, the member will be removed from the Register of Members.
- 4.13 If a member is removed from the Register of Members under clause 4.12, the member may be restored to the Register of Members if they pay to the Club the overdue annual subscription fee. Upon this payment, the member's rights, obligations and duties as a member of the Club are restored. If the member has not paid their subscription fee in over 2 years, the payment of 2 years of subscription will restore the member to the Register of Members.

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## **5. CLASSES OF MEMBERSHIP**

5.1 The classes of members of the Club include:

- (a) ordinary members;
- (b) associate members;
- (c) life members;
- (d) honorary members; and
- (e) junior members.

### **Ordinary members**

5.2 Ordinary members:

- (a) must pay the annual subscription fee;
- (b) have the right to propose motions at General Meetings;
- (c) are eligible to stand for election for any position on the Committee after one year of being a Financial Member; and
- (d) have the right to vote one year after they pay the annual subscription fee on joining, and provided they continue to pay the annual subscription fee as required under this Constitution.

### **Associate members**

5.3 Associate members:

- (a) must pay the annual subscription fee; and
- (b) do not have the right to propose motions, stand for any position on the Committee or vote at General Meetings.

### **Life members**

- 5.4 Life members:
- (a) do not need to pay the annual subscription fee;
  - (b) have the right to vote and propose motions at General Meetings; and
  - (c) are eligible to stand for election for any position on the Committee.
- 5.5 A Member of the Club may nominate another member of the Club to be considered as a life member. The Committee may elect, unanimously, the nominated member as a life member of the Club because they have rendered important services to the Club. This decision is brought to the Annual General Meeting by the President and the nominated member may be elected to life membership by a motion passed by a two-thirds (2/3) majority of members present and entitled to vote.

### **Honorary members**

- 5.6 Honorary members:
- (a) do not need to pay the annual subscription fee;
  - (b) do not have the right to vote at General Meetings;
  - (c) have the right to propose motions at General Meetings; and
  - (d) are not eligible to stand for election for any position on the Committee.
- 5.7 The Committee may appoint expatriate Greeks or persons of other nationalities to be honorary members of the Club.

### **Junior members**

- 5.8 Junior members:
- (a) are members aged between thirteen (13) and eighteen (18) years;
  - (b) do not need to pay the annual subscription fee;
  - (c) do not have the right to vote at General Meetings;
  - (d) do not have the right to propose motions at the General Meetings (but have the right to attend); and
  - (e) are not eligible to stand for election for any position on the Committee.

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## **6. INCOME AND FINANCIAL MATTERS**

### **Income**

- 6.1 The property and income of the Club must be applied solely towards the promotion of the objects or purposes of the Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any member, except in good faith in the promotion of those objects or purposes.
- 6.2 The income of the Club is derived from:
- (a) nomination and annual subscription fees;
  - (b) capital investment (interest, dividends etc.);
  - (c) collections, donations, raffles lawfully conducted, proceeds from dances and other social activities;
  - (d) sales of liquor, other drinks and foods; and
  - (e) any other proceeds lawfully collected for the Club.

### **Control of funds**

- 6.3 The Club must open and maintain an account in the name of the Club with a financial institution. All expenditure of the Club must be made from the account and all funds received by the Club must be deposited into the account.
- 6.4 Subject to any restrictions imposed at a General Meeting, the Committee may approve expenditure on behalf of the Club.
- 6.5 The Committee may, in writing, authorise the Treasurer to expend funds on behalf of the Club up to a specified limit (to be determined by the Committee), without requiring approval from the Committee for each item on which the funds are to be expended.
- 6.6 The Committee may appoint in writing, one or more persons as specified signatories of the Club, authorised to sign EFT transfers, cheques, drafts, bills of exchange, promissory notes and other negotiable instruments for the purpose of paying bills for general amenities, including stock, on behalf of the Club.
- 6.7 (1) The Club has a common seal —
- (a) the name of the Association must appear in legible characters on the common seal; and
  - (b) a document may only be sealed with the common seal by the authority of the committee and in the presence of —
    - (i) 2 committee members; or
    - (ii) one committee member and a person authorised by the committee, and each of them is to sign the document to attest that the document was sealed in their presence.
- (2) The secretary must make a written record of each use of the common seal.

(3) The common seal must be kept in the custody of the Secretary and stored in the safe at the Office

6.8 All funds of the Club must be deposited into the Club's account within five working days of being received.

### **Financial Reports**

6.9 For each Financial Year, the Committee must ensure that the requirements imposed on the Club under Part 5 of the Act relating to the financial report of the Club are met.

6.10 Without limiting clause 6.9, those requirements include:

- (a) the preparation of the financial report;
- (b) if required, the review or auditing of the financial report, as applicable;
- (c) the presentation of the financial report to the Annual General Meeting, as applicable; and
- (d) if required, the presentation of the copy of, or review of the auditor's report, as applicable.

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## **7. MANAGEMENT COMMITTEE**

7.1 The Committee has the power to and is responsible for managing the affairs of the Club.

### **Composition of Committee**

7.2 The members of the Committee comprise:

- (a) the President;
- (b) the Vice Present;
- (c) the Secretary;
- (d) the Treasurer; and
- (e) between one (1) and five (5) ordinary Committee members.

### **Election of Committee members**

7.3 A person is only eligible for election to a position on the Committee if they:

- (a) have been a Financial Member of the Club for a period of one year or are a life member;
- (b) are eligible under section 39 of the Act; and
- (c) are not employees of the Club.

- 7.4 If a candidate for a position of an Office Holder is eligible and unopposed, the candidate is elected automatically.
- 7.5 If the number of candidates is equal or less than the number of vacant positions of ordinary Committee members, those candidates will automatically become ordinary Committee members without an election.
- 7.6 The positions of Committee members due for election must be filled by election at the next Annual General Meeting.
- 7.7 Candidates for positions on the Committee must submit their nominations to the Election Committee at least fourteen (14) days before the Annual General Meeting at which the election will be held.
- 7.8 All nominations must be:
- (a) signed by the nominator; and
  - (b) countersigned by the nominee and the Trustee who receives the nomination.
- 7.9 The nominator must be a Financial Member of the Club.
- 7.10 The Committee may appoint a member who is eligible under clause 7.3 to fill a position on the Committee that was not filled by election at the most recent Annual General Meeting.
- 7.11 The first meeting of the Committee in any Financial Year must take place within seven (7) days following the Annual General Meeting. At the first meeting of the Committee of the Financial Year, the Committee members may elect, by secret ballot, from the Committee members or ordinary members, the Club Manager and the Storekeeper.

#### **When membership of Committee commences**

- 7.12 The term of office of a Committee member begins when the member:
- (a) is elected at an Annual General Meeting; or
  - (b) is appointed to fill a casual vacancy under clause 7.21 or clause 7.22.

#### **Term of office**

- 7.13 The term of office of a Committee member is two (2) years.
- 7.14 The term of office of a Committee member who is appointed to fill a casual vacancy under clause 7.21 or clause 7.22 continues until such time that the term would have expired had there been no casual vacancy.
- 7.15 A Committee member may be re-elected or re-appointed.

#### **Resignation and removal of Committee members**

- 7.16 A Committee member may resign from the Committee by written notice given to the Secretary or, if the resigning member is the Secretary, given to the President.
- 7.17 The resignation takes effect:
- (a) when the notice is received by the Secretary or President; or
  - (b) if a later time is stated in the notice, at the later time.
- 7.18 The Club may by resolution at a General Meeting remove a Committee member from office.
- 7.19 A Committee member who is the subject of a proposed resolution under clause 7.18 may make written representations (of a reasonable length) to the Secretary or President and may ask that the representations be provided to the members.

#### **When membership of Committee ceases**

- 7.20 A person ceases to be a Committee member if the person:
- (a) dies;
  - (b) resigns from the Committee under clause 7.16;
  - (c) is removed from office under clause 7.18;
  - (c) becomes ineligible to accept an appointment or act as a Committee member under this Constitution or the Act;
  - (d) becomes permanently unable to act as a Committee member because of a mental or physical disability; or
  - (e) fails to attend three (3) consecutive Committee meetings, of which the person has been given notice, without having notified the Committee that the person will be unable to attend.

#### **Filling casual vacancies**

- 7.21 If an ordinary Committee member position becomes vacant and there were no runners up at the last election of the Association, the President may, in accordance with a decision of the Committee, invite in writing, a member considered outstanding by the Committee and eligible under clause 7.3 to fill the vacancy.
- 7.22 If an ordinary Committee member position becomes vacant and there were one (1) or more runners up at the last election of the Association, the Committee may invite, in writing, a runner up eligible under clause 7.3 to fill the vacancy.
- 7.23 If an Office Holder position becomes vacant, the Committee must elect, by secret ballot, a member who is eligible under clause 7.3 to fill the position within fourteen (14) days after the vacancy arises.

- 7.24 Subject to the quorum requirement under clause 9.3, the Committee may continue to act despite any vacancy in its membership.
- 7.25 If there are fewer Committee members than required for a quorum under clause 9.3, the Committee may act only for the purpose of:
- (a) appointing Committee members under this clause; or
  - (b) convening a General Meeting.

### **Remuneration of Committee members**

- 7.26 A Committee member is entitled to be paid out of the funds of the Club for any out-of-pocket expenses for travel and accommodation properly incurred:
- (a) in attending Committee meetings;
  - (b) in attending General Meetings; or
  - (c) otherwise in connection with the business of the Club,
- provided that such expenditure is authorised by the Committee.
- 7.27 Subject to the provisions of the Act, a Committee member is entitled to be paid out of the funds of the Club for carrying out duties of the Committee or providing additional services to the Club, only if:
- (a) the time spent by the Committee member in carrying out those duties or providing those additional services exceeds ten (10) hours per week; and
  - (b) the payment is authorised by Special Resolution of the Club at a General Meeting.

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## **8. DUTIES OF THE COMMITTEE**

### **Duties of Committee members**

- 8.1 Committee members must exercise their powers and discharge their duties with the degree of care and diligence that a reasonable person would exercise if that person:
- (a) were an officer of the Club in the Club's circumstances; and
  - (b) occupied the office held by, and had the same responsibilities within the Club as the Committee member.
- 8.2 Committee members of the Club are taken to have met the requirements in clause 8.1, and a Committee member's equivalent duties at common law and in equity, in respect of the judgment if the Committee member:
- (a) makes the judgment in good faith for a proper purpose;

- (b) does not have a material personal interest in the subject matter of the judgment;
- (c) informs themselves about the subject matter of the judgment to the extent the officer reasonably believes to be appropriate; and
- (d) rationally believes that the judgment is in the best interests of the Club.

8.3 Committee members must exercise their powers and discharge their duties:

- (a) in good faith in the best interests of the Club; and
- (b) for a proper purpose.

8.4 A Committee member must not improperly use its position to:

- (a) gain an advantage for the Committee member or another person; or
- (b) cause detriment to the Club.

8.5 A person who obtains information because that person is, or has been, a Committee member of the Club must not improperly use the information to:

- (a) gain an advantage for that person or another person; or
- (b) cause detriment to the Club.

### **Duties of the President**

8.6 The President has the following duties:

- (a) representing the Club before every Federal, State or local judicial authority, at every level and jurisdiction and also before a third party;
- (b) presiding at all General Meetings and all meetings of the Committee;
- (c) calling meetings;
- (d) directing discussions at meetings;
- (e) preparing, with the Secretary, the business of the day;
- (f) signing all documents and the minutes of the meetings of the Committee and General Meetings and also every other document in relation to administration of the Club;
- (g) signing or endorsing cheques and other negotiable securities or instruments jointly with either two of the Secretary, Treasurer or Storekeeper to give effect to authorised expenditure on behalf of the Club;
- (h) seeing that all the clauses of this Constitution and by-laws of the Club are carried out; and

- (i) carrying out any other duty given to the President under this Constitution or by the Committee.

### **Duties of the Vice President**

8.7 The Vice President has the same duties and privileges as the President whenever he replaces the President in the President's absence or inability.

### **Duties of the Secretary**

8.8 The Secretary has the following duties:

- (a) directing all office matters and preparing, together with the President the agenda of all Committee meetings and all General Meetings;
- (b) keeping the minutes of Committee meetings and all General Meetings;
- (c) conducting the official correspondence of the Club;
- (d) keeping the Official Seal of the Club (if applicable);
- (e) keeping the Club's archives, protocols, Register of Members and register of Financial Members;
- (f) co-signing with the President all official documents and minutes of all Committee meetings and all General Meetings; and
- (g) carrying out any other duty given to the Secretary under this Constitution or by the Committee.

### **Duties of Treasurer**

8.9 The Treasurer has the following duties:

- (a) ensuring all amounts payable to the Club are collected;
- (b) ensuring that all amounts paid to the Club are credited to the appropriate account of the Club, as directed by the Committee;
- (c) issuing receipts for those amounts collected by the Club in the Club's name;
- (d) ensuring that all payments to be made by the Club that have been authorised by the Committee or at a General Meeting are made on time;
- (e) keeping true accounts of all funds received and expended by the Club;
- (f) ensuring that the Club complies with the relevant requirements under Part 5 of the Act;
- (g) ensuring safe custody of the Club's books, securities, financial records

- and financial reports;
- (h) coordinating the preparation of the Club's financial reports (as required under the Act) to give to the Committee at monthly Committee meetings and to submit to the members at the Annual General Meeting;
  - (i) providing assistance required by the auditor conducting the audit of the Club's financial report under Part 5 Division 5 of the Act;
  - (j) withdrawing from the Club's bank accounts, a part of or all of the funds in accordance with written authorisation from the Committee, signed by the President and the Secretary and accompanied by the minutes of the Committee meeting authorising the withdrawal; and
  - (k) carrying out any other duty given to the Treasurer under this Constitution or by the Committee.

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## **9. MEETINGS OF THE COMMITTEE**

### **Committee meetings**

- 9.1 The Committee must meet at least twelve (12) times a year on the dates and at the times and places determined by the Committee.
- 9.2 The date, time and place of the first Committee meeting of the Financial Year must be determined by the Committee as soon as practicable after the Annual General Meeting at which the Committee members are elected.

### **Quorum**

- 9.3 At Committee meetings, the presence of five (5) Committee members constitutes a quorum.
- 9.4 A Committee meeting will lapse if a quorum is not present within half an hour of the time stated in the notice for a Committee meeting.
- 9.5 If within half an hour from the time appointed for a Committee meeting called by the President after a decision of the Committee, a quorum of Committee members is not present, the meeting shall be adjourned to such day no later than twenty one (21) days after the day scheduled for the original meeting.
- 9.6 The Secretary must give notice of the adjourned meeting in the same manner as any other Committee meeting.
- 9.7 If a quorum is not present within half an hour of the time stated in the notice for an adjourned meeting, the Committee members present and entitled to vote, shall constitute a quorum.

### **Notice of Committee meetings**

- 9.8 The Secretary must give to all Committee members, three (3) days written notice of all Committee meetings.

- 9.9 The notice of a Committee meeting must:
- (a) state the time, date and place of the meeting;
  - (b) indicate the general nature of each item of business to be considered at the meeting; and
  - (c) if a Special Resolution is proposed:
    - (i) set out the wording of the proposed Special Resolution; and
    - (ii) state that the resolution is intended to be proposed as a Special Resolution.
- 9.10 Urgent business that has not been described in the notice may be conducted at the meeting if the Committee members at the meeting unanimously agree to treat that business as urgent.

### **Procedure at Committee meetings**

- 9.11 The President or, in the President's absence, the Vice-President must preside as chairperson of each Committee meeting.
- 9.12 If the President and Vice-President are absent or are unwilling to act as chairperson of a Committee meeting, the Committee members at the meeting must choose one of them to act as chairperson of the meeting.
- 9.13 The procedure to be followed at a Committee meeting must be determined from time to time by the Committee.
- 9.14 The order of business at a Committee meeting may be determined by the Committee members at the meeting.
- 9.15 A member or other person who is not a Committee member may attend a Committee meeting if invited to do so by the Committee.
- 9.16 A person invited under clause 9.15 to attend a Committee meeting:
- (a) has no right to any agenda, minutes or other document circulated at the meeting; and
  - (b) must not comment about any matter discussed at the meeting unless invited by the Committee to do so; and
  - (c) cannot vote on any matter that is to be decided at the meeting.

### **Voting at Committee meetings**

- 9.17 Subject to all other clauses, each Committee member present at a Committee meeting has one vote on any question arising at the meeting.
- 9.18 A motion is carried if a majority of the Committee members present at the

Committee meeting vote in favour of the motion.

- 9.19 If the votes are divided equally on a question, the chairperson of the meeting has a casting vote in addition to a deliberative vote.
- 9.20 A vote may take place by the Committee members present indicating their agreement or disagreement or by a show of hands, unless the Committee decides that a secret ballot is needed to determine a particular question.
- 9.21 If a secret ballot is needed, the chairperson of the meeting must decide how the ballot is to be conducted.

### **Material Personal Interest**

- 9.22 A committee member who has a material personal interest in a matter being considered at a Committee meeting must disclose the nature and extent of that interest to the Committee.
- 9.23 The Committee member:
- (a) must not be present while the matter is being considered at the meeting; and
  - (b) must not vote on the matter.
- 9.24 Clauses 9.22 and 9.23 do not apply to a material personal interest:
- (a) that exists only because the member belongs to a class; or
  - (b) that member has in common with all, or a substantial proportion of the members at the Club.
- 9.25 The disclosure of the personal interest required by 9.22 above must be recorded in the minutes of the meeting of the Committee at which the disclosure is made.

### **Minutes of Committee meetings**

- 9.26 The Committee must ensure that minutes are taken and kept of each Committee meeting.
- 9.27 The minutes must record the following:
- (a) the names of the Committee members present at the meeting;
  - (b) the name of any person attending the meeting under clause 9.15;
  - (c) the business considered at the meeting; and
  - (d) any motion voted on at the meeting and the result of the vote.
- 9.28 The minutes of a Committee meeting must be entered in the Club's minute book within thirty (30) days after the meeting is held.

- 9.29 The chairperson must ensure that the minutes of a Committee meeting are reviewed and signed as correct by:
- (a) the chairperson of the meeting; or
  - (b) the chairperson of the next Committee meeting.
- 9.30 When the minutes of a Committee meeting have been signed as correct they are, until the contrary is proved, evidence that:
- (a) the meeting to which the minutes relate was duly convened and held;
  - (b) the matters recorded as having taken place at the meeting took place as recorded; and
  - (c) any appointment purportedly made at the meeting was validly made.

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## **10. DELEGATION TO SUBCOMMITTEES AND SUBSIDIARY OFFICES**

### **Delegation by the Committee**

- 10.1 In this clause '***non-delegable duty***' means a duty imposed on the Committee by the Act or another written law.
- 10.2 The Committee may, in writing, delegate to a subcommittee or the holder of a subsidiary office the exercise of any power or the performance of any duty of the Committee other than:
- (a) the power to delegate; and
  - (b) a non-delegable duty.
- 10.3 A power or duty, the exercise or performance of which has been delegated to a subcommittee or the holder of a subsidiary office under this clause, may be exercised or performed by the subcommittee or holder in accordance with the terms of the delegation.
- 10.4 The delegation may be made subject to any conditions, qualifications, limitations or exceptions that the Committee specifies in the document by which the delegation is made.
- 10.5 The delegation does not prevent the Committee from exercising or performing at any time the power or duty delegated.
- 10.6 Any act or thing done by a subcommittee or by the holder of a subsidiary office, under the delegation has the same force and effect as if it had been done by the Committee.
- 10.7 The Committee may, in writing, amend or revoke the delegation.

### **Club Manager**

- 10.8 The Committee may appoint a Club Manager.

- 10.9 The role of the Club Manager includes:
- (a) maintaining the good presentation of the Club rooms;
  - (b) keeping the Club rooms clean in accordance with any Law;
  - (c) overseeing the behaviour of the employees; and
  - (d) managing various requests and issues of the members and employees and reporting the serious cases to the Committee.

### **Storekeeper**

10.10 The Committee may appoint a Storekeeper.

10.11 The role of the Storekeeper includes:

- (a) maintaining (and replacing when necessary) all current assets of the Club, including furniture, foods, drinks, cigarettes;
- (b) scrutinising all purchases and services for the benefit of the Club;
- (c) in fixed intervals as determined by the Committee, supply detailed statements on the movement of the current assets to the Committee; and
- (d) notifying members of the Club of the statements referred to in clause 10.11(c) by displaying them on the notice board of the Club.

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## **11. TRUSTEES**

### **Composition**

11.1 There may be between three (3) and five (5) Trustees to be elected by secret ballot at the Annual General Meeting, who shall constitute the Trustees of the Club.

### **Election of Trustees**

11.2 In order to nominate for election as a Trustee, a person must have been a Financial Member for at least five (5) years.

### **Term**

11.3 The term of office of Trustees is four (4) years and ends when that position is declared vacant at the Annual General Meeting on the fourth year after that Trustee was elected. Trustees may be re-elected at the end of a term.

### **Casual vacancies**

11.4 If a casual vacancy of a Trustee's position occurs or a position was not filled by election at the most recent Annual General Meeting, the chairperson of the

Trustees must, after a decision of the Trustees, invite and upon acceptance appoint a member duly qualified to act as a Trustee, until the next Annual General Meeting.

### **Roles of the Trustees**

- 11.5 The Trustees may, from time to time, (as they so decide) attend the meetings of the Committee. The Trustees may advise and assist the Committee, but they are not entitled to propose motions or vote.
- 11.6 The Trustees may also constitute or appoint an Election Committee.
- 11.7 Four (4) weeks after the Trustee elections are carried out at an Annual General Meeting, the Trustees must:
- (a) do a physical stocktake of Club stock;
  - (b) procure a written stocktake report from the Storekeeper (or the immediate past Storekeeper, if they did the last stocktake); and
  - (c) pass all stock to the newly elected Committee.
- 11.8 The Trustees must elect a chairperson of the Trustees at the meeting of Trustees after the Annual General Meeting, or if the position of the chairperson of Trustees becomes vacant at the first meeting after that position becomes vacant.
- 11.9 The chairperson of the Trustees is responsible for regulating the activities of the Trustees as often as is reasonably necessary for the Trustees to discharge its duties.
- 11.10 At a Trustees' meeting, three (3) Trustees constitute a quorum.
- 11.11 In the event of a tied vote at a Trustees' meeting, the chairperson has a casting vote in addition to a deliberative vote.

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## **12. ELECTION COMMITTEE**

- 12.1 If appointed, the Election Committee is responsible for conducting the elections for the Committee at Annual General Meetings.

### **Composition**

- 12.2 The Trustees (in their capacities as members of the Election Committee) have the power to co-opt a maximum of five (5) persons who have been financial members for five (5) years of the Club and/or appoint one or more members of the Western Australia Electoral Commission to help them with the elections on the day of the elections.

### **Elections procedure**

- 12.3 No members of the Election Committee (or their helpers) are eligible for election

to the Committee.

- 12.4 The Election Committee may, at their discretion, reject a nomination from a candidate whose previous actions were found to be prejudicial to the interests of the Club.
- 12.5 Voting in all elections involves each member signifying on his ballot paper the candidate to whom they wish to vote, by placing a cross next to the name. There must not be any preferential voting.
- 12.6 Any candidate for election may, by notice in writing to the Election Committee, not later than forty eight (48) hours before the election date, appoint one scrutineer to be present on the candidates' behalf at the counting of the ballot papers. No persons other than an authorised scrutineer or member of the Election Committee (or their helpers) may be present when the votes are counted.
- 12.7 The decisions of the Election Committee on all matters relating to the conduct of the elections are final and conclusive.
- 12.8 Once the ballot papers for election are counted, the Election Committee must affix a notice of the result of the elections to the notice board of the Club.

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**13. AUDITOR'S COMMITTEE**

- 13.1 The Committee may appoint an Auditor's Committee.
- 13.2 The Auditor's Committee has the power to request from the auditor all books, accounts, financial statements and reports relating to the affairs of the Club and inspect documents regarding the management of the Club at any time.

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**14. MEETINGS**

**Annual General Meeting**

- 14.1 Subject to clause 14.2, the Committee must determine the date, time and place of the Annual General Meeting.
- 14.2 The Annual General Meeting must be held each year:
- (a) within six (6) months after the end of the Financial Year; or
  - (b) within such longer period if approved by the Commissioner.
- 14.3 The following business shall be transacted at Annual General Meetings:
- (a) reading and affirmation of the minutes of the last Annual General Meeting and of any Extraordinary General Meeting held since the preceding Annual General Meeting;
  - (b) a report by the President on the activities of the Committee;

- (c) report by the Treasurer;
- (d) report by the Auditor or Auditor's Committee on the financial management of the Club by the Committee;
- (e) the election of Committee members;
- (f) any other business included in the agenda;
- (g) any other matter for discussion submitted in writing by one or more ordinary members and received by the Secretary of the Club, at least fourteen (14) days before the date of the Annual General Meeting; and
- (h) general business matters not included on the agenda or submitted in writing according to the procedure above. To these matters the Committee is entitled to give explanations to be recorded in the minutes by the Secretary.

### **Extraordinary General Meetings**

- 14.4 Extraordinary General Meetings may be called by the President after a decision of the Committee or upon a request, in writing, to the President, from no less than twenty percent (20%) of members.
- 14.5 The request from members referred to in clause 14.4 must:
- (a) state the business to be considered at the Extraordinary General Meeting; and
  - (b) be signed by each of the members requesting the Extraordinary General Meeting.
- 14.6 The Extraordinary General Meeting must be convened by the Committee within twenty-eight (28) days after request is given under clause 14.4.
- 14.7 If the Committee does not convene an Extraordinary General Meeting within that twenty-eight (28) day period, the members making the requirement (or any of them) may convene the Extraordinary General Meeting.
- 14.8 An Extraordinary General Meeting convened by members under clause 14.7:
- (a) must be held within three (3) months after the date the original request was made; and
  - (b) may only consider the business stated in the request.
- 14.9 The Club must reimburse any reasonable expenses incurred by the members convening an Extraordinary General Meeting under 14.4.

### **General Meetings**

- 14.10 All members are entitled to attend General Meetings.

## **Quorum**

- 14.11 At General Meetings, twenty percent (20%) of ordinary members constitute a quorum.
- 14.12 Subject to clauses 14.13 and 14.16, a General Meeting will lapse if a quorum is not present within half an hour of the time stated in the notice for the General meeting.
- 14.13 If an Extraordinary General Meeting lapses, the meeting must not be reconvened for similar purposes within twelve (12) months of the date scheduled for the meeting.
- 14.14 Subject to clause 14.13, if within half an hour from the time appointed for a General Meeting called by the President after a decision of the Committee, a quorum of members is not present, the meeting shall be adjourned to such day no later than twenty one (21) days after the day scheduled for the original meeting.
- 14.15 The Secretary must give notice of the adjourned meeting in the same manner as any other General Meeting.
- 14.16 If a quorum is not present within half an hour of the time stated in the notice for an adjourned meeting, the members present and entitled to vote, shall constitute a quorum.

## **Notice of General Meetings**

- 14.17 The Secretary must give to all members, twenty eight (28) days written notice of all Annual General Meetings and twenty-one (21) days written notice of Extraordinary General Meetings.
- 14.18 The notice of a General Meeting must:
- (a) state the time, date and place of the meeting;
  - (b) indicate the general nature of each item of business to be considered at the meeting;
  - (c) if the meeting is the Annual General Meeting, include a nomination form for candidates to nominate persons for positions on the Committee (if those positions are due for election); and
  - (d) if a Special Resolution is proposed:
    - (i) set out the wording of the proposed resolution as required by section 51(4) of the Act; and
    - (ii) state that the resolution is intended to be proposed as a Special Resolution.
- 14.19 All candidates for a position on the Committee must submit their nomination forms to the Trustees fourteen (14) days before the Annual General Meeting at

which the election will take place.

### **Chairperson**

- 14.20 The President or, in the President's absence, the Vice President must preside as chairperson of each General Meeting.
- 14.21 If the President and the Vice President are absent or are unwilling to act as chairperson of a General Meeting, the Committee members at the meeting must choose one of them to act as chairperson of the meeting.

### **Voting at General Meetings**

- 14.22 Except in the case of a Special Resolution, a motion is carried if a simple majority of the members who are present and entitled to vote at a General Meeting, vote in favour of the motion.
- 14.23 If votes are divided equally on a question, the chairperson of the meeting has a second or casting vote.
- 14.24 If the question is whether or not to confirm the minutes of a previous General Meeting, only members who were present at that meeting may vote.

### **When Special Resolutions are required**

- 14.25 A Special Resolution is required if it is proposed at a General Meeting:
- (a) to approve payment to a Committee member out of the funds of the Club under clause 7.27;
  - (b) to alter the Constitution under clause 22.1; and
  - (c) if it is required under the Act.
- 14.26 Clause 14.25 does not limit the matters in relation to which a Special Resolution may be proposed.

### **Determining whether resolution carried**

- 14.27 In this clause '**poll**' means the process of voting in relation to a matter that is conducted in writing.
- 14.28 Subject to clause 14.30, the chairperson of a General Meeting may, on the basis of general agreement or disagreement or by a show of hands, declare that a resolution has been:
- (a) carried; or
  - (b) carried unanimously; or
  - (c) carried by a particular majority; or

- (d) lost.
- 14.29 If the resolution is a Special Resolution, the declaration under clause 14.28 must identify the resolution as a Special Resolution.
- 14.30 If a poll is demanded on any question by the chairperson of the meeting or by at least three (3) other members present in person and entitled to vote:
  - (a) the poll must be taken at the meeting in the manner determined by the chairperson; and
  - (b) the chairperson must declare the determination of the resolution on the basis of the poll.
- 14.31 If a poll is demanded on the election of the chairperson or on a question of an adjournment, the poll must be taken immediately.
- 14.32 If a poll is demanded on any other question, the poll must be taken before the close of the meeting at a time determined by the chairperson.
- 14.33 A declaration under clauses 14.28 or 14.30 must be entered in the minutes of the meeting, and the entry is, without proof of the voting in relation to the resolution, evidence of how the resolution was determined.

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## **15. BOOKS AND RECORDS**

- 15.1 Clauses 15.2 to 15.6 apply to a member who wants to inspect:
  - (a) the Register of Members under section 54(1) of the Act; or
  - (b) the record of the names and addresses of Committee members, and other persons authorised to act on behalf of the Club, under section 58(3) of the Act.
- 15.2 The member must contact the Secretary to make the necessary arrangements for the inspection.
- 15.3 The inspection must be free of charge.
- 15.4 The member may make a copy of or take an extract from a record or document referred to in clause 15.1 but does not have a right to remove the record or document for that purpose.
- 15.5 A member must not use or disclose information in a record or document referred to in clause 15.1 except for a purpose:
  - (a) that is directly connected with the affairs of the Club; or
  - (b) that is related to complying with a requirement of the Act.
- 15.6 The Committee may require a member wishing to inspect a document under clause 15.1 to provide a statutory declaration setting out the purpose for which

the request is made and declaring that the purpose is connected with the affairs of the Club.

- 15.7 Subject to this Constitution, if a member wants to inspect a document that records the minutes of a Committee meeting or any other record of document of the Club, the right to inspect that document is subject to the approval of the Committee.

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**16. REAL PROPERTY AND NAME OF THE CLUB**

- 16.1 Any real property of the Club may only be disposed of by resolution passed by a five-sixths (5/6) majority of members at an Extraordinary General Meeting (called for that purpose).

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- 16.2 The name of the Club may only be altered, abrogated or added to, by a resolution passed by a majority of the members at an Extraordinary General Meeting.

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**17. DISCIPLINARY ACTION**

**Suspension or expulsion**

- 17.1 The Committee may decide to suspend a member's membership or to expel a member from the Club if:
- (a) the member contravenes any of the clauses in this Constitution; or
  - (b) the member acts detrimentally to the interests of the Club.
- 17.2 The Secretary must give the member written notice of the proposed suspension or expulsion at least twenty-eight (28) days before the Committee meeting at which the proposal is to be considered by the Committee.
- 17.3 The notice given to the member must state:
- (a) when and where the Committee meeting is to be held;
  - (b) the grounds on which the proposed suspension or expulsion is based; and
  - (c) that the member, or the member's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Committee about the proposed suspension or expulsion.
- 17.4 At the Committee meeting, the Committee must:
- (a) give the member, or the member's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Committee about the proposed suspension or expulsion;

- (b) give due consideration to any submissions so made; and
- (c) decide:
  - (i) whether or not to suspend the member's membership and, if the decision is to suspend the membership, the period of suspension; or
  - (ii) whether or not to expel the member from the Club.

17.5 A decision of the Committee to suspend the member's membership or to expel the member from the Club takes immediate effect.

17.6 The Committee must give the member written notice of the Committee's decision, and the reasons for the decision, within seven (7) days after the Committee meeting at which the decision is made.

17.7 A member whose membership is suspended or who is expelled from the Club may, within fourteen (14) days after receiving notice of the Committee's decision under clause 18.6 give written notice to the Secretary requesting the appointment of a mediator under clause 20.3.

17.8 If notice is given under clause 18.7 the member who gives the notice and the Committee are the parties to the mediation.

### **Consequences of suspension**

17.9 During the period a member's membership is suspended, the member:

- (a) loses any rights (including voting rights) arising as a result of membership; and
- (b) is not entitled to a refund, rebate, relief or credit for annual subscription fees paid, or payable, to the Club.

17.10 When a member's membership is suspended, the Secretary must record in the Register of Members:

- (a) that the member's membership is suspended;
- (b) the date on which the suspension takes effect; and
- (c) the period of the suspension.

17.11 When the period of the suspension ends, the Secretary must record in the Register of Members that the member's membership is no longer suspended.

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## **18. DISPUTE RESOLUTION**

### **Terms used**

18.1 In this clause:

- (a) **'grievance procedure'** means the procedures set out in this clause; and
- (b) **'party to a dispute'** includes a person:
  - (i) who is a party to the dispute; and
  - (ii) who ceases to be a member within six (6) months before the dispute has come to the attention of each party to the dispute.

### **Application of Division**

18.2 The procedure set out in this clause (the grievance procedure) applies to disputes:

- (a) between members; or
- (b) between one or more members and the Club.

### **Parties to attempt to resolve dispute**

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

### **How grievance procedure is started**

18.4 If the parties to a dispute are unable to resolve the dispute between themselves within the time required by clause 19.3, any party to the dispute may start the grievance procedure by giving written notice to the Trustees of:

- (a) the parties to the dispute; and
- (b) the matters that are the subject of the dispute.

18.5 Within twenty-eight (28) days after the Trustees are given the notice, a Trustees' meeting must be convened to consider and determine the dispute.

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

18.7 The notice given to each party to the dispute must state:

- (a) when and where the Trustees' meeting is to be held; and
- (b) that the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Trustees about the dispute.

18.8 If:

- (a) the dispute is between one (1) or more members and the Club; and
  - (b) any party to the dispute gives written notice to the Trustees stating that the party:
    - (i) does not agree to the dispute being determined by the Trustees; and
    - (ii) requests the appointment of a mediator under clause 19.11,
- the Trustees must not determine the dispute.

### **Determination of dispute by Trustees**

- 18.9 At the Trustees' meeting at which a dispute is to be considered and determined, the Trustees must:
- (a) give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Trustees about the dispute; and
  - (b) give due consideration to any submissions so made; and
  - (c) determine the dispute.
- 18.10 The Trustees must give each party to the dispute written notice of the Trustees' determination, and the reasons for the determination, within seven (7) days after the Trustees' meeting at which the determination is made.
- 18.11 A party to the dispute may, within fourteen (14) days after receiving notice of the Trustees' determination under clause 19.10 give written notice to the Trustees requesting the appointment of a mediator under clause 20.1.
- 18.12 If notice is given under clause 19.11, each party to the dispute is a party to the mediation.

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## **19. MEDIATION**

### **Application of clause**

- 19.1 This clause applies if written notice has been given to the Trustees requesting the appointment of a mediator:
- (a) by a member under clause 18.7; or
  - (b) by a party to a dispute under clause 19.8(b)(ii) or 19.11.
- 19.2 If this clause applies, a mediator must be chosen or appointed under clause 20.3.

### **Appointment of mediator**

- 19.3 The mediator must be a person chosen:

- (a) if the appointment of a mediator was requested by a member under clause 18.7, by agreement between the member and the Committee; or
  - (b) if the appointment of a mediator was requested by a party to a dispute under clause 19.8(b)(ii) or 19.11, by agreement between the parties to the dispute.
- 19.4 If there is no agreement for the purposes of clauses 20.3(a) or 20.3(b) then, subject to clauses 20.5 and 20.6 the Trustees must appoint the mediator.
- 19.5 The person appointed as mediator by the Trustees must be a person who acts as a mediator for another not-for-profit body, such as a community legal centre, if the appointment of a mediator was requested by:
- (a) a member under clause 18.7; or
  - (b) a party to a dispute under clause 19.8(b)(ii); or
  - (c) a party to a dispute under clause 19.11 and the dispute is between one or more members and the Club.
- 19.6 The person appointed as mediator by the Trustees may be a member or former member of the Club but must not:
- (a) have a personal interest in the matter that is the subject of the mediation; or
  - (b) be biased in favour of or against any party to the mediation.

### **Mediation process**

- 19.7 The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.
- 19.8 Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at least five (5) days before the mediation takes place.
- 19.9 In conducting the mediation, the mediator must:
- (a) give each party to the mediation every opportunity to be heard; and
  - (b) allow each party to the mediation to give due consideration to any written statement given by another party; and
  - (c) ensure that natural justice is given to the parties to the mediation throughout the mediation process.
- 19.10 The mediator cannot determine the matter that is the subject of the mediation.

- 19.11 The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.
- 19.12 The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

**If mediation results in decision to suspend or expel being revoked**

- 19.13 If:
- (a) mediation takes place because a member whose membership is suspended or who is expelled from the Club gives notice under clause 18.7; and
  - (b) as the result of the mediation, the decision to suspend the member's membership or expel the member is revoked,
- that revocation does not affect the validity of any decision made at a Committee meeting or General Meeting during the period of suspension or expulsion.

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**20. DISSOLUTION**

- 20.1 The Club will be deemed to exist as long as there are a minimum of fifteen (15) ordinary members, including the members of the Committee.
- 20.2 In this clause '**surplus property**' in relation to the Club, means property remaining after satisfaction of:
- (a) the debts and liabilities of the Club; and
  - (b) the costs, charges and expenses of winding up or cancelling the incorporation of the Club,
- but does not include books relating to the management of the Club.
- 20.3 On the cancellation of the incorporation or the winding up of the Club, its surplus property must be distributed:
- (a) at least in part, to other entities that have similar purposes and objects to the Club; and
  - (b) by reference to the entities mentioned in section 24(1) of the Act,
- as determined by Special Resolution passed by the Committee.

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**21. ALTERNATION OF THIS CONSTITUTION**

- 21.1 Subject to change made under clause 16.2, any of the clauses may be repealed, altered, amended or added to by Special Resolution of members present and entitled to vote at a General Meeting.