CONSTITUTION AND RULES
OF

THE RHEIN-DONAU CLUB INCORPORATED

108-110 North Lake Road, Myaree WA 6154
08 9330 6488

24 August 2026

Constitution and Rules

Table of Contents

1. Name of Club 3
2. Objects 3
3. Not for Profit 3
4. Definitions 3
5. Membership 4
6. Application to Become a Member 7
7. Member's Rights 7
8. Subscriptions 9
9. New Members 10
10. Liability for Subscription 10
11. General Meetings – Annual General Meeting 10
12. General Meetings – Special General Meeting 11
13. Provisions for General Meetings 12
14. General Provisions 12
15. Election of Office Bearers 13
16. The Executive Committee and Conditions 14
17. Ceasing to be a member of the Executive Committee 15
18. Powers of the Committee 16
19. Role and Responsibilities of Committee Members 17
20. President 19
21. Secretary 19
22. Treasurer 19
23. Sub-Committees 20
24. Auditors 20
25. Alteration and Repeal of Rules 20
26. Suspension or Expulsion of Members 21
27. Resolving Disputes 22
28. Supply of Liquor – Liquor Act to be observed 24
29. Common Seal 24
30. Sale, Lease, Exchange 24
31. Dissolution of the Club 24

The Rules of the Association of

The Rhein-Donau Club Incorporated

1. **Name of Club**

   (a) The name of the Club shall be "The Rhein-Donau Club Incorporated"

   (b) The name of the Club shall never be changed.

2. **Objects**

   (a) The principal objects of the Club are to maintain and conduct a not-for-profit community organisation dedicated to the promotion and appreciation of Germany, its culture, language, heritage and traditions in Western Australia.

   In furtherance of these objects, the Club shall provide facilities and opportunities for social, cultural, educational, scientific, athletic, sporting, recreational and community activities, and support initiatives that encourage cultural exchange, education and engagement between Germany and Western Australia for the benefit of its members and the wider community.

   (b) The Club shall foster a close relationship with other German speaking communities in Western Australia.

   (c) To borrow, raise or secure the payment of money for the purpose of The Club in such manner as the members think fit.

   (d) To provide and maintain a clubhouse and sporting amenities for the use of the members.

3. **Not for Profit**

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

4. **Definitions**

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

      (i) "The Club" means The Rhein-Donau Club Incorporated.

      (ii) "The Club Premises" means all land, building and structures thereon of which The Club is the bona fide occupier.

      (iii) "The Committee" means the Executive Committee for The Club, duly elected for the time being in accordance with these Rules.

      (iv) "Annual Meeting" means an Annual General Meeting or "AGM".

      (v) "Special General Meeting" means a General Meeting as defined below, called in accordance with Section 12 hereunder, at which only business that has been described in the notice may be transacted.

      (vi) "General Meeting" means a General meeting of The Club whether Annual or Special.

      (vii) "Member" or "Members" means any one or more or all of the Ordinary Members,

Junior Members, Social Members, Provisional Members, Reciprocal Members, Corporate Members, Honorary Members and Introductory Members, each with the extent only of the rights, privileges, obligations and liabilities conferred to that class of membership in these Rules.

(viii) "Month" means a calendar month.

(ix) "Financial year" means the period from 1st April to 31 March of the following year for the purpose of financial reporting and the Annual General Meeting. Membership of the Club is not tied to the financial year unless otherwise determined by the Committee

(x) "The Act" means the Associations Incorporation Act 2015, its amendments and any other legislation that may come into force to replace or supplement this Act and shall form part of these Rules.

(xi) "Liquor Act" means the Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this Act and shall form part of these Rules.

(xii) "The By-Laws" means the codes of rules made and adopted by The Club in accordance with Section 18(xii).

(xiii) "Books of the Association" means, without limitation, the Members Register, the Record of Office Holders, the Club Constitution and Rules; and any securities of the Club kept by the Secretary pursuant to Rule 21(a)(vii).

(xiv) "Commissioner" means: the person for the time being designated as the Commissioner under section 153 of the Associations Incorporation Act.

(xv) "Voting rights" means: the ability for a financial member to propose or second an application for membership; move or second a motion or special motion; speak at all general meetings; nominate for a position on the Committee; vote at all general meetings; and petition for a special general meeting.

5. Membership

(a) The Club shall keep an up to date register of members and their addresses.

(i) This register must be continually available for inspection at The Club premises by authorised officers as defined in the Liquor Control Act, 1988.

(ii) Residential, postal, or email address can be nominated for the members register.

(b) Membership of The Club shall consist of the following:

(i) Ordinary Member– Persons over eighteen (18) years of age, on payment of a sum decided by the Committee of the Club, shall, upon making application in a form determined by the Committee, become a financial member.

(ii) Life Member – Ordinary Members may elect Persons who have rendered meritorious service to The Club as Life Members for such service.

(iii) Junior Member – Persons over the age of 11 years under the age of 18 years may make application to The Club as a Junior Member, and if accepted, shall pay the prescribed subscription.

1. Persons granted this category of membership will require a sporting or cultural affiliation but shall have no voice in the management of The Club and shall not be entitled to hold any office.

2. This category of members does not have the authority to invite guests to The Club.

3. Any Junior Member who on attaining the age of 18 years - wishes to remain a member of The Club shall be granted the appropriate club membership and shall pay the appropriate subscription.

(iv) Social Member

1. A Social Member is a member who is over the age of 18 and who is interested in promoting the objects of The Club but does not wish to participate in any sporting or cultural activities.

2. Social Members may not become members of any sporting or cultural sub-group.

(v) Reciprocal Member – is a visitor who is a full financial member of any like club in Western Australia or any Licensed Club located outside of Western Australia.

(vi) Provisional Member - Persons over the age of 18 and under 25 years may make application to the Club as a Provisional Member, and if accepted, shall pay the prescribed subscription fee. Persons granted this category of membership shall not be entitled to hold any office.

(vii) Corporate Member – organisations, restricted to senior management, conducting community or tourism related business in Perth 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.

(viii) Honorary Member – Membership that may be granted to Club Patrons, Sponsors, Selected Government Officers and any other such persons as the Committee may decide from time to time based on their relationship to The Club or community.

Honorary membership will be restricted at any one time to a level deemed appropriate by the Committee or as may be suggested by the liquor licensing authority.

(ix) Introductory Member – any person who has attained eighteen (18) years of age, who has not previously been a member of the Club and wishes to trial membership at the Club, shall be eligible to apply for introductory membership.

1. Introductory membership shall be for a period of no more than 1 month.
2. Introductory members shall not be authorised to use the sporting or group facilities unless approved by the Committee or the Group.
3. Introductory members shall have the use of the Club's amenities, subject to limitations on that entitlement determined by the Committee.

(c) Voting Rights: Only Ordinary Members and Life Members shall be entitled to voting rights. Corporate Members, Junior, Social, Provisional, Reciprocal, Honorary and Introductory Members shall not be entitled to voting rights.

(d) Reciprocal, Honorary or Introductory Members shall not be entitled to be present at any meeting of the members of The Club, nor have any right, title or interest in or to any of the properties of The Club.

(e) Social or Provisional Members shall not have any right, title or interest in or to any of the properties of The Club.

(f) Reciprocal and Honorary membership are subject to withdrawal by any club official, including bar persons, acting in the best interests of The Club.

(g) Cessation of Membership:

(i) A person ceases to be a member if the member:

1. Resigns from membership;
2. dies;
3. For a person whose title represents a corporate member, the body corporate is wound up;
4. The person is expelled from The Club under Section 26;
5. fails to pay membership fees within the period determined by the Committee (Section 10(b))

(ii) Where membership lapses due to non-payment of fees, the person must submit a new application for membership to rejoin the Club unless the Committee determines otherwise.

(iii) The office staff will keep a record on file of the date on which the person ceased to be a member; and the reason why the person ceased to be a member.

(iv) A member may resign from membership of The Club by giving written notice of the resignation to the office staff:

1. The resignation takes effect when the office staff receives the notice; or if a later time is stated in the notice, at that later time.
2. A person who has resigned from membership of The Club remains liable for any fees that are owed to The Club (the owed amount) at the time of resignation.
3. The owed amount may be recovered by The Club in a court of competent jurisdiction as a debt due to The Club.

6. Application to Become a Member

(a) Ordinary Member, Junior Member, Social Member, Provisional Member and Corporate Member – Any person desiring to become such a member of The Club shall sign an application form provided, and such form must bear the signatures of two members of The Club who are entitled to voting rights.

(b) No person shall be entitled to exercise any of the privileges of a member until they have paid all subscriptions due by them.

(c) The Committee shall have the right to refuse to admit any person to membership without assigning any reason for doing so.

(d) On the election of each candidate, the office staff shall notify the same to them, and they shall on payment of their subscription be enrolled as a member of The Club, and become entitled to the privileges and be bound by its rules and by all consequences resulting from breach or non-performance thereof, and shall thereby absolve every person concerned in carrying out enforcing such rules from all personal responsibility or legal liability on such

account.

(e) Life Member – An Ordinary member may propose another member for Life Membership to the Committee in writing giving reasons that Life Membership should be granted.

(i) A General Meeting may, upon a *75%* majority vote, confer Life Membership on a member who has rendered special and outstanding services to The Club.

(ii) The holder of a Life Membership shall be entitled to all privileges of an ordinary member but be exempt from subscriptions.

(f) Introductory Member - Any person over the age of 18 years desiring to become an Introductory Member shall sign and submit to a Committee member, or an Approved Manager or Approved Bar Staff ("Club Delegate") an application form designated for such membership and pay the prescribed subscription fee on account.

(i) The Club Delegate shall review, decide to elect as Introductory Member or deny the application without assigning a reason, and advise the candidate.

(ii) If the candidate's application is denied, the prescribed subscription fee paid shall be returned to the candidate simultaneously.

(iii) On election, the Club Delegate shall notify the same to the candidate who on payment of the prescribed subscription fee shall be enrolled as an Introductory Member of The Club, and become entitled to the privileges and be bound by its rules and by all consequences resulting from breach or non-performance thereof, and shall thereby absolve every person concerned in carrying out and/or enforcing such rules from all personal responsibility or legal liability on such account.

7. **Member's Rights**

(a) The rights and privileges of every member shall be personal and shall not be in any manner transferable by the member's own act or through any other person on the member's behalf.

(b) Employees – Members who are employees of The Club are entitled to all the rights and privileges of membership, excluding those rights concerned with the selection, election and holding of office with the Club.

(c) All members, upon successful registration, will be supplied with an electronic copy of The Club Constitution or will be directed to obtain a copy of The Club Constitution from The Club's website.

(d) Upon acceptance to membership, all members agree to be bound by the Club's Constitution and Rules and The Club Code of Conduct.

(e) Guests – Ordinary, Social, Provisional, Corporate, Introductory and Life Members 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.

(f) A member may hold private family and business functions without limit to number of guests, providing that the sale of liquor shall be:

(i) ancillary to a meal supplied at The 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; or

(ii) to a member, for consumption by the guests of that member at a function held by or on behalf of that member at The Club

(g) Functions – Ordinary, Social, Provisional, Corporate and Life Members are entitled to host functions on The Club premises after written application for said function has been considered and approved by the Committee.

(i) The Secretary will furnish the applicant with a written copy of Club rules relating to functions after the application has been approved and any additional conditions and restrictions it shall see fit.

(h) The Club may seek an **Extending Trading Permit – Associations**, to add local Associations as users of The Club facility to hold their functions.

(i) Upon request, a member is able to inspect the Books of the Club at such time and place as is mutually convenient to the Club and the member.

(i) A member must contact the Secretary to request to inspect the Member Register.

(ii) The member may make a copy of details from the Member Register but has no right to remove the Register for that purpose.

(iii) A member may make a request in writing for a copy of the Member Register.

(iv) The Club may charge a reasonable fee to the member for providing a copy of the Member Register, the amount to be determined by the Committee from time to time.

(v) A member must not use or disclose the information on the Member Register:

1. To gain access to information that has been deliberately denied to that member (that is, including without limitation, in the case of social, family or legal differences or disputes);

2. To contact, send material to The Club or a member for the purpose of advertising for political, religious, charitable or commercial purposes, or

3. For any other purpose unless the use of the information is approved by the Committee and for a purpose that is:
   a. directly connected with the affairs of The Club; or
   b. related to the provision of the information to the Commissioner in accordance with a requirement of the Act.

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

8. **Subscriptions**

(a) The entrance fee (if any) and membership subscription fees (incl. Introductory Membership fees) of The Club shall be determined by majority vote of the Committee from time to time.

(b) The Committee may determine different subscription amounts and payment structures for different classes of membership.

(c) Notice of the fees and subscriptions referred to in rule 8(a) shall be notified to the members via The Club notice board and electronically

(d) Membership fees may be paid:

(i) annually in advance; or

(ii) by periodic instalments, including monthly payments, as determined by the Committee.

(e) Where membership fees are paid by instalment, membership continues while payments remain up to date.

(f) The Committee may determine the method of payment including direct debit, online payment or other approved payment systems.

(g) Where a member elects to pay membership fees by instalment, including monthly payments, the member agrees to a **minimum membership period** of twelve (12) months from the date their membership commences.

(h) During this minimum membership period the member remains liable for the payment of membership fees for that period regardless of whether the member chooses to attend the Club or use its facilities.

(i) If a member ceases making payments before the expiry of the twelve-month period, the Committee may determine that the member remains liable for the outstanding membership fees for that period.

9. **New Members**

(a) Subscriptions must be paid within two weeks of election.

(b) Subscriptions may be paid in monthly instalments by Direct Debit from a credit or debit card from the time of membership being accepted.

(c)Subscriptions for Introductory Members must be paid at the same time their membership applications are accepted.

10. **Liability for Subscription**

(a) The Committee shall have the power by resolution to remove from the roll of members the name of any new member who fails to pay their subscription within two weeks from the date of their election.

(b) Any existing member whose subscription remains unpaid 3 months after their renewal date shall cease to be a member of the Club.(c) Rules 10(a) and 10(b) do not apply to Introductory Members who must pay their subscription fees at the same time their membership application is accepted.

11. **General Meetings** – Annual General Meeting

(a) The Annual General Meeting of members shall be held every calendar year within six months after the end of The Club's financial year, with the Committee to determine the date, time and place.

(b) All Notices of Motion for consideration at the Annual General Meeting must be handed to the Secretary in writing by 5pm no less than fourteen (14) days prior to the date set for said meeting.

(c) Notice of the meeting (including date, time and location) and agenda items, including

wording of Notices of Motion or proposed resolutions, shall be provided to all members to their nominated contact on the Register of members and also on The Club notice board for fourteen (14) days before the date of the meeting for all members to read. If the resolution is intended to be proposed as a special resolution this will also be stated in the notice with the wording of the proposed special resolution.

(d) 10% of financial ordinary members as listed under 5 (c) shall constitute a quorum at an Annual General Meeting.

(e) In the case of insufficient members forming a quorum being present after 30 minutes following the advertised start time for an Annual Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.

(f) The Chairperson of the meeting shall be the Club President or if not available, the Vice-President or another member of the Committee.

(g) Only members with voting rights, as per the Constitution under 5(c) will be permitted to vote on matters at the Annual General Meeting.

(h) The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these rules.

(i) The order of business at the Annual General Meeting shall be as follows:

(i) Reading notice of meeting.

(ii) Reading minutes of the last Annual General Meeting and any other General Meeting not yet confirmed and confirming or amending same.

(iii) Reading President's Report, discussion and adoption or otherwise.

(iv) Reading Statement of Accounts and Balance Sheet to be received or otherwise.

(v) Trustees' Report.

(vi) Discharge of the Committee.

(vii) Election of Executive Committee.

(viii) Approval of Budget.

(ix) Appointment of Club Auditor.

(x) Special Business of which Notice of Motion has been given.

(xi) Other Business.

12. **General Meetings** – General Meeting

(a) The Executive Committee may call a General Meeting at any time.

(b) A General Meeting shall also be called by the Committee on a requisition signed by no less than 10% of members with voting rights, stating in detail the purpose of the meeting.

(c) Notice of the meeting (including date, time and location) and agenda items, including wording of Notices of Motion or proposed resolutions, shall be provided to all members to their nominated contact on the Register of members and also on the Clubs' notice board on The Club notice board for fourteen (14) days before the date of the meeting for all members to read. If the resolution is intended to be proposed as a special resolution this will also be stated in the notice with the wording of the proposed special resolution.

(d) Only business of which notice shall have been given as above, or in accordance with these rules, shall be transacted at a General Meeting.

(e) 10% of the voting membership shall form a quorum.

(f) In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for an ordinary General Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.

(g) Only members with voting rights, as per the Constitution under 5 (c), will be permitted to vote on matters at the General Meeting.

(h) The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these Rules.

13. **Provisions for General Meetings**

(a) General Meetings may take place:

(i) where the members are physically present together; or

(ii) where the members are able to communicate by using any technology that reasonably allows the member to participate fully in discussions as they happen in the General Meeting and in making any decisions, provided that the participation of the member in the General Meeting is made known to all other members.

(b) A member who participates in a meeting as set out in Section 13(a)(ii):

(i) is deemed to be present at the General Meeting; and

(ii) continues to be present at the meeting for the purpose of establishing a quorum;

until the member notifies the other members that he or she is no longer taking part in the General Meeting.

14. **General Provisions**

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

(b) These rules shall be the rules of The Club and shall be binding on members.

(c) Correct accounts and books shall be kept showing the financial affairs of The Club and the particulars usually shown in books of accounts of a like nature.

(d) No liquor shall be sold or supplied for consumption other than on The Club's licensed premises, unless the member purchasing it removes such liquor from the premises of The Club.

(e) The clubhouse and other club facilities are to be provided and maintained from the joint funds of The Club and no person shall be entitled under these rules to derive any benefit or advantage from The Club which is not shared equally by every member thereof.

(f) Section 14(e) does not prevent:

(i) the payment in good faith of remuneration to any officer, employee or member in return for any services actually rendered to The Club or for goods supplied in the

ordinary and usual course of business;

(ii) the payment of interest at a rate not exceeding the prevailing market rate published by the Reserve Bank of Australia as the "Cash Rate Target" from time to time on money borrowed from any member;

(iii) the payment of reasonable and proper rent by The Club to a member for premises leased by the member to The Club; or

(iv) the reimbursement of expenses incurred by any member or any Committee Member on behalf of The Club.

(v) The payment of an honorarium to Committee Members as determined by members by special resolution at a General or Special General meeting.

15. **Election of Office Bearers**

(a) The management of The Club shall be vested in an Executive Committee consisting of eleven (11) Committee persons elected for a one (1) year term with all of Committee being elected each year (By-law 6) and 4 trustees elected for a term of four years, with two trustees retiring every second year. (See By-Law 7).

(b) The annual election of officers shall be by ballot at each Annual General Meeting in the presence of the returning officer and two scrutineers chosen from the four (4) trustees prior to the Meeting:

(i) Members unable to attend the meeting may lodge a vote on The Club approved ballot paper with the secretary at least 2 days prior to the meeting, having also recorded and signed an apology for the meeting on an outer sealed envelope that contains the sealed ballot paper.

This approved ballot paper must be distributed directly to the member.

(ii) All other votes shall be cast at the Annual General Meeting.

(c) Nominations for eleven (11) individual positions on the Executive Committee must be nominated in writing by two (2) financial ordinary members of the Club, both of whom shall sign the nomination. The Candidate for the individual position also shall sign the nomination as evidence of consent thereto.

(d) The nominations for all positions of the Executive Committee of the Club and the Trustees shall be exhibited on the noticeboard at least fourteen (14) days before the date of the Annual General Meeting.

(e) A Candidate wishing to withdraw his or her nomination must do so through the Returning Officer before commencement of the election for the position.

(f) In case no more than the required number of Candidates are nominated for any office those so nominated shall be declared elected.

(g) In case there is more than the required number of Candidates there shall be an election. Such election shall be by ballot. The Secretary shall arrange for the names of the Candidates to be printed or typewritten, on ballot papers. Ballot papers shall be available at the Annual General Meeting.

(h) In case of an election for all or any positions of the Executive Committee and the Trustees the following rules shall apply:-

(i) If there are not more than two (2) Candidates for each position the voter shall tick or cross the box provided on the ballot paper behind the name of the Candidate for

whom he wishes to vote.

(ii) If there are three or more Candidates for any position on the Committee or for the Trustees, two (2) ballots shall be held. In the first ballot the Candidates with the highest and second highest vote shall be the Candidates for the second ballot. In the second ballot one of the two Candidates from the first ballot shall be elected on a system of simple majority.

(i) Informal ballot papers shall be invalid.

(j) An election shall be declared invalid if the number of ballot papers handed in is greater than the number of financial active members who signed the attendance register.

(k) When in the course of an election and as often as it shall happen there are two or more candidates with an equal number of votes and the number of vacancies to be filled is less than the said candidates a further ballot or ballots shall be taken immediately. The members present shall vote to determine which of the said candidates shall be elected to fill the vacancies from time to time during the election remaining to be filled.

(l) In the event of the number of candidates nominated being less than the number of vacancies to be filled, the Returning Officer at the Annual General Meeting shall declare the candidates already nominated elected. The Committee shall call a special meeting for the purpose of electing Committee member(s) to fill the vacancy or vacancies.

16. **The Executive Committee and Conditions**

(a) The positions on the Executive Committee shall be President, Vice President, Secretary, Vice-Secretary, Treasurer, Vice-Treasurer, Cellar Master, Entertainment Manager, Equipment Warden and two Extra Committee Members all of whom shall be elected at the Annual General Meeting.

(b) The President and fifty percent (50%) of the Executive Committee Members shall have full command of the German language.

(c) The quorum at all Committee meetings shall be six (*6)* members.

(d) Committee Meetings may take place:

(i) where the Committee Members are physically present together; or

(ii) where the Committee Members are able to communicate by using any technology that reasonably allows the Committee Member to participate fully in discussions as they happen in the Committee Meeting and in making decisions, provided that the participation of the Committee Member in the Committee Meeting must be made known to all other members.

(e) A Committee Member who participates in a meeting as set out in Section 16(d)(ii):

(i) is deemed to be present at the Committee Meeting; and

(ii) continues to be present at the meeting for the purpose of establishing a quorum,

until the Committee Member notifies the other Committee Members that he or she is no longer taking part in the Committee Meeting.

(f) Committee meetings shall be held monthly or more frequently as determined by the Committee.

(g) Special meetings may be called by the President, Secretary or on the request of three members of the Committee.

(h) The Executive Committee is able to determine the distribution of Committee Meeting minutes, as detailed in By-law 11(c)

(i) All members, or other guests, may attend Committee Meetings if invited by the Committee but the person shall not have any right to comment without invitation, or vote on any matter, or to be provided with copies of any agenda, minutes of meetings, or documents presented to such meetings.

(j) No member of the Committee shall be held to have resigned his/her seat until his/her resignation, in writing, has been accepted by the Committee.

(k) Committee Vacancies

(i) Any vacancy occurring in the Committee as per Section 17 may be filled at a meeting of the Committee when a member may be elected to fill such a vacancy until the next election provided the member elected at such Committee meeting shall hold office in the place of, and upon the same terms and conditions as their predecessor, had the latter continued in the office.

(ii) In the vacancy of the President then the Vice President shall become President.

(iii) A casual vacancy of Vice President shall be filled by the Committee from a member of the Executive Committee.

(iv) If vacancies in the Executive Committee result in the number of Committee Members being less than the number fixed under Section 15(c), the continuing Committee Members may act to only:

1. increase the number of members on the Committee to the number required for a quorum; or

2. convene a General Meeting of the Club.

(l) The President shall preside at all meetings of the Committee of The Club and, in his or her absence the Vice President.

(i) Should neither be present, the meeting shall elect a Chairperson.

(m) All resolutions of the Committee shall be decided by a majority vote of all those present.

(i) In the case of equality of votes, the President will have the casting vote.

(ii) The President or in his or her absence, the acting President shall be authorised to speak on behalf of The Club.

(n) Any act performed by the Committee, a sub-committee or a person acting as a Committee Member is deemed to be valid even if the act was performed when:

(i) there was a defect in the appointment of a Committee Member, subcommittee or person holding a subsidiary office; or

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

17. Ceasing to be a member of the Executive Committee

(a) A casual vacancy occurs in the office of a Committee Member and that office becomes vacant if the Committee Member:

(i) dies;

(ii) ceases to be a member;

(iii) becomes disqualified from holding a position under Section 19(g) or 19(h) as a result of bankruptcy or conviction of a relevant criminal offence;

(iv) becomes permanently incapacitated by mental or physical ill-health;

(v) resigns from office under rule 16(j);

(vi) is absent from more than:

1. three consecutive Committee Meetings without a good reason; or
2. three Committee Meetings in the same Financial Year without tendering an apology to the person presiding at each of those Committee Meetings,

(vii) Is removed from office by resolution at a General Meeting of The Club if a majority of the members present and with voting rights at the meeting vote in favour of the removal.

1. The Committee Member who faces removal from the Committee must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state his or her case as to why the member should not be removed from his or her position on the Committee.
2. If all Committee Members are removed by resolution at a General Meeting, the Trustees shall take over the executive role of the Committee and shall proceed to make arrangements for a Special General Meeting to elect the new Committee no later than twenty-eight (28) days from the date of the dismissal of the Committee.

18. Powers of the Committee

(a) The business of The Club shall be managed by the Committee who may exercise all powers of The Club, except those required to be exercised by The Club at a General Meeting**.**

(b) Without prejudice to the powers conferred by the last preceding rule, the Committee shall, subject to the by-laws, have power to do the following things:

(i) To purchase or otherwise acquire any books, newsletters or periodicals and dispose of them as it may see fit.

(ii) To determine from time to time the conditions on which and time when, members may use the property of The Club or any part or parts thereof, and when and under what conditions the premises of The Club or any part or parts thereof, shall be used by members.

(iii) To determine what person, if any, not being members of The Club shall be permitted to use the premises of The Club or any part or parts thereof and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodation.

(iv) To appoint any other officials or servants of The Club and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to paid positions shall be engaged under a contract, award or classification of work in the Registered and Licensed Clubs Award (2010) and its amendments.

(v) To delegate, subject to such conditions as it thinks fit any of its powers to sub committees consisting of such members of the Committee and other members of The Club co-opted for the purpose as it may determine and to make such regulations as to the proceedings of such sub committees as may be thought desirable.

(vi) To regulate and control their own meeting and the transaction of business.

(vii) To reimburse expenses of any servant of The Club for faithful and diligent service as deemed fit.

(viii) In accordance with the rules, to suspend, or expel any member.

(ix) To enter into or accept any lease or tenancy of the premises where on The Club shall conduct its affairs or of any furniture, goods and effects, which may be required for the use of The Club on such terms and on such conditions as The Club, may deem expedient.

(x) To take and defend all legal proceedings by or on behalf of The Club and to appoint all necessary Attorneys for any such purpose.

(xi) To borrow, raise or secure the payment of money, and to sell and dispose of the assets of The Club as approved by the members.

(xii) To make, alter and repeal by-laws not inconsistent with these rules regulating the use and management of The Club premises, the admission of members and the conduct of The Club and its affairs generally.

(xiii) To do and perform any other act, matters and things in connection with or relative to the management of The Club as shall not by these rules require to be done by The Club in General Meetings.

(xiv) To appoint such number of delegates to sporting bodies and associations with which The Club may from time to time be affiliated as may be required by the rules thereof and such delegates shall hold office in accordance with the rules of such sporting bodies and associations respectively.

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

19. **Role and Responsibilities of Committee Members**

(a) Obligations of the Committee

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

(b) Responsibilities of Committee Members

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

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

(iii) A Committee Member or former Committee Member must not improperly use

information obtained because he or she is a Committee Member to:

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

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

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

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

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

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

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

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

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

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

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

(f) No Committee Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of The Club unless the person is authorised by the Committee to do so and such authority is recorded in the minutes of the Committee Meeting.

(g) No person shall be entitled to hold a position on the Committee if the person has been convicted of, or imprisoned in the previous five years for:

(i) an indictable offence in relation to the promotion, formation or management of a body corporate;

(ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or

(iii) an offence under Part 4 Division 3 or section 127 of the Act;

unless the person has obtained the consent of the Commissioner.

(h) No person shall be entitled to hold a position on the Committee if the person is, according to the Interpretation Act section 13D, a bankrupt or a person whose affairs are under insolvency laws unless the person has obtained the consent of the Commissioner.

(i) The Club may pay a Committee Member's travelling and other expenses as properly incurred:

(i) in attending Committee Meetings or sub-committee meetings;

(ii) in attending any General Meetings of The Club; and

(iii) in connection with The Club's business.

(j) Committee Members must not receive any remuneration for their services as Committee Members other than as described at Section 19(i) unless agreed to at an Annual Meeting or Special General Meeting.

20. President

(a) The President:

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

(ii) may convene special meetings of the Committee under Section 16(g);

(iii) may preside over Committee Meetings under Section 16(l);

(iv) may preside over General Meetings under Sections 11, 12 and 13; and

(v) must ensure that the minutes of a General Meeting or Committee Meeting are reviewed and signed as correct.

21. Secretary

(a) The Secretary must:

(i) co-ordinate the correspondence of The Club;

(ii) consult with the President about all business to be conducted at meetings and convene General Meetings and Committee Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting;

(iii) keep and maintain in an up-to-date condition the rules of The Club and any by-laws of The Club;

(iv) ensure that the Office Personnel

- maintains the register of the members including the email, street or postal address of each member;
- updates the register within 28 days of new members, members resigning, members suspended/expelled and in the latter case, include date on which member ceases and reasons for cessation of membership;
- maintains the record of office holders of The Club. Committee members may nominate a business address, post office box address or email address to be used in the record in place of their personal address;

(v) ensure the safe custody of the Books, with the exception of the Accounting Records, of The Club;

(vi) keep full and correct minutes of Committee Meetings for approval at the next Executive Committee meeting, which will then be stored and distributed as per By-law 11(c).

(vii) keep full and correct minutes of General Meetings, which will be distributed to all

members within 14 days of the General Meeting via email and will be tabled for adoption at the next General Meeting; and

(viii) perform any other duties as are imposed by these Rules or The Club on the Secretary.

22. **Treasurer**

(a) The Treasurer must:

(i) ensure all moneys payable to The Club are collected, and that receipts are issued for those moneys in the name of The Club;

(ii) ensure the payment of all moneys referred to in Section 22(a)(i) into the account or accounts of The Club as the Committee may from time to time direct;

(iii) ensure timely payments from the funds of The Club with the authority of a General Meeting or of the Committee, with all cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Club signed by either:

1. 2 Committee members; or
2. one Committee member and a person authorised by the Committee

(iv) ensure that The Club complies with the account keeping requirements in Part 5 of the Act;

(v) ensure the safe custody of the Financial Records of The Club and any other relevant records of The Club;

(vi) coordinate the audit for Tier 2 of the Financial Report of the Club prior to its submission to the Annual General Meeting of The Club*;*

(vii) assist the auditor in performing their functions; and

(viii) perform any other duties including producing the annual budget as are imposed by these Rules or The Club on the Treasurer.

23. **Sub-Committees**

(a) The Committee may delegate any of its delegable powers to Sub-Committees consisting of such Ordinary Members as it thinks fit.

(b) Such Sub-Committee must report to and be responsible to the Committee.

(c) No act of any Sub-Committee shall be binding on the Committee or Club until ratified by the Committee.

(d) The Chair must be an existing member of the Committee.

(e) The President of the Committee must be an ex-officio member of the Sub-Committee.

24. **Auditors**

(a) There shall be an Auditor, not a member of the Committee, who shall be appointed at the Annual General Meeting.

(b) The Auditor shall be independent to The Club.

(c) Such Auditor shall audit the accounts and have power at any time to call for all books, papers, accounts, etc. relating to the affairs of The Club.

(d) The Auditor shall be entitled to receive such remuneration as the Committee may determine from time to time.

(e) If any casual vacancy occurs in the office of any Auditor appointed by The Club, the Committee will fill the appointment until the next Annual General Meeting.

25. **Alteration and Repeal of Rules**

(a) No repeals of any existing rules and no new rules or alteration, amendments or suspensions of a rule shall be valid unless a special resolution is carried by a three-fourths majority of members present and with voting rights at a General or Special General Meeting and by otherwise complying with Part 3 Division 2 of the Act.

(b) Notices of motions to repeal, alter or suspend any rule shall be given to the Secretary at least twenty-one (21) days preceding the Annual or Special General Meeting at which the motion shall be presented. The Secretary shall exhibit the proposal on The Club notice board at least fourteen (14) days prior to such meeting.

(c) Within one month after the making of any amendment or addition to the rules of The Club, passed by special resolution, the Executive Committee shall submit the required documents to the Commissioner. No effect will be given to the amendments without the approval of the Commissioner.

26. **Suspension or Expulsion of Members**

(a) The Committee shall have the power to reprimand, suspend or expel any member of The Club.

(b) The President, Committee or Approved Manager in receiving a complaint from the Approved Manager or Approved Bar Staff, of a member's behaviour which is considered a serious breach of the Liquor Act or acceptable member behaviour or where police involvement is required, may suspend a member for a period of time until disciplinary action under Section 26(f) can be taken.

(c) The Committee is required to exempt any member of that Committee from hearing a charge in which he or she has an interest.

(d) If a responding member or a representative of the responding member does not attend within 30 minutes of the time stated on the hearing notice, the hearing may start without that member or his or her representative and determination will be made at the hearing.

(e) The Committee shall apply the power to reprimand, suspend or expel any member of The Club who:

(i) fails in the observance or commits any breach of any rule of The Club, Members' Code of Conduct, or any by-law of The Club or of any order or direction of the Executive Committee or of any General Meeting; and/or

(ii) in the sole judgement of the Committee has been guilty in or out of The Club's premises of any act, conducted matter or thing calculated to bring discredit on The Club or its members, or to impair or affect the enjoyment of The Club by other members.

(f) Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Committee with no less than seven (7) days' notice.

(i) The Committee shall after hearing the accuser and accused and taking such

evidence as they may consider proper, if they find the charge proved, inflict a penalty of suspension from all or any of the privileges of membership.

(ii) If the Committee consider that on a charge of gross misconduct suspension as above is insufficient, they may call on the member to resign, and if he or she neglects to resign within ten (10) days they may declare him or her to be expelled.

(iii) If a member is suspended or expelled under Section 26(f)(i) or 26(f)(ii), the person may appeal the Committee's decision through a Special general meeting by giving written notice to the Secretary within fourteen (14) days of receiving notice of the Committee's decision under Section 26(f)(i) or 26(f)(ii).

(g) Members are not permitted to have legal representation attend any disciplinary matters, but may bring another member to act in a support capacity only.

(h) If a member's membership is suspended under Section 26(f)(i), the Secretary must record in the Register:

(i) the name of the member that has been suspended from membership;

(ii) the date on which the suspension takes effect; and

(iii) the length of the suspension as determined by the Committee under Section 26(f)(i)

(i) During the period a member's membership is suspended, the member —

(i) loses any rights (including voting rights) arising as a result of membership; and

(ii) is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to The Club.

(j) Upon the expiry of the period of a member's suspension, the Secretary must record in the Register that the member is no longer suspended.

(k) If the Committee's decision to suspend or expel a member is revoked under these Rules, any act performed by the Committee or members in a General Meeting during the period that the member was suspended or expelled from membership under Section 26(f), is deemed to be valid, notwithstanding the member's inability to exercise their rights or privileges of membership, including voting rights, during that period.

27. Resolving Disputes

(a) Disputes Arising under the Rules

(i) Section 27 (a) applies to:

1. Disputes between members; and

2. Disputes between The Club and one or more members that arise under the rules or relate to the rules of The Club. This does not include disciplinary matters undertaken with club members, which are covered only under Section 26 of The Club Constitution.

(ii) The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.

(iii) If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this rule by giving written notice to the Secretary of the parties to, and details of, the dispute.

(iv) The Secretary must convene a Committee Meeting within twenty-eight (28) days

after the Secretary receives notice of the dispute under Section 27(a)(iii) for the Committee to determine the dispute.

(v) At the Committee Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.

(vi) The Secretary must inform the parties to the dispute of the Committee's decision and the reasons for the decision within seven (7) days after the Committee Meeting referred to in Section 27(a)(iv).

(vii) If any party to the dispute is dissatisfied with the decision of the Committee they may elect to initiate further dispute resolution procedures as set out in the Rules.

(b) Mediation

(i) Section 27(b) applies:

1. where a person is dissatisfied with a decision made by the Committee under Section 26(f) or Section 27(a) or
2. where a dispute arises between a member or more than one member and The Club and any party to the dispute elects not to have the matter determined by the Committee.

(ii) Where the dispute relates to a proposal for the suspension or expulsion of a member this rule does not apply until the procedure under Section 26(f) in respect of the proposed suspension or expulsion has been completed.

(iii) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Section 27(a)(ii), or a party to the dispute is dissatisfied with a decision made by the Committee under Section 27(a)(vii) a party to a dispute may:

1. Provide written notice to the Secretary of the parties to, and the details of, the dispute;
2. Agree to, or request the appointment of, a mediator.

(iv) Party, or parties requesting the mediation must pay the costs of the mediation.

(v) The mediator must be:

1. a person chosen by agreement between the parties; or
2. in the absence of agreement:
   a. if the dispute is between a member and another member – a person appointed by the Committee; or
   b. if the dispute is between a member or more than one member and The Club, the Committee or a Committee Member then an independent person who is a mediator appointed to, or employed with, a not for profit organisation.

(vi) A member can be a mediator, but the mediator cannot be a member who is a party to the dispute.

(vii) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

(viii) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session.

(ix) The mediator, in conducting the mediation, must:

1. give the parties to the mediation process every opportunity to be heard;
2. allow all parties to consider any written statement submitted by any party; and
3. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

(x) The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

(c) Inability to Resolve Disputes

(i) If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

28. **Supply of Liquor** – Liquor Act to be observed

(a) The Club shall ensure a Duty Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Act.

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

(c) No liquor shall be sold or supplied to any juvenile.

29. **Common Seal**

(a) The Club shall have a Common Seal, which shall be kept in the custody of the Secretary and shall not be affixed to any document except by the authority of The Committee and in the presence of one member of the Committee.

(b) Any document to which the Common Seal is affixed shall be countersigned by the Secretary or an officer appointed by the Executive Committee for that purpose.

(c) The Club may execute a document without using a Common Seal if the document is signed by:

(i) any two Committee Members; or

(ii) one Committee Member and a person authorised by the Committee.

30. **Sale, Lease, Exchange**

The Club shall not contract to lease, sell, transfer, assign, purchase, encumber any realty except on the authority of a resolution passed by three-quarters (75%) of the members present and voting at a Special General Meeting of the Club.

31. **Dissolution of the Club**

(a) The Club may cease its activities and have its incorporation cancelled in accordance with Part 10 of the Act:

(i) after the Committee has determined the association is able to pay or meet its debts and liabilities; and

(ii) the members resolve by Special Resolution that The Club will:

1. apply to the Commissioner for cancellation of its incorporation; or

2. appoint a liquidator to wind up its affairs

The Club must be wound up in accordance with Part 9 of the Act if:

(iii) the Committee has determined the association is unable to pay or meet its debts and liabilities; or

(iv) has any outstanding legal obligations it is unable to meet.

(b) Upon cancellation of The Club, the Surplus Property must only be distributed to one or more of the following:

(i) an incorporated association under the Act;

(ii) a body corporate that at the time of the distribution is the holder of a licence under the charitable collections legislation in Western Australia;

(iii) a company limited by guarantee that is registered as mentioned in section 150 of the Corporations Act 2001 (Cwth);

(iv) a company holding a licence that continues in force under section 151 of the Corporations Act 2001 (Cwth);

(v) a body corporate that:

1. is a member or former member of The Club; and

2. at the time the Surplus Property is distributed, has rules that prevent the property being distributed to its members;

(vi) a trustee for a body corporate referred to in rule Section 30(c)(v).

* * * * *