

HILLARYS YACHT CLUB (INC.)



CONSTITUTION

September 2020

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CONSTITUTION

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TITLE

1. The name of the Club is the Hillarys Yacht Club (Inc.)

OBJECTS

2. The Objects of the Club are:
 - 2.1 The fostering and encouragement of sea sports with particular attention to sea sports involving family participation;
 - 2.2 The engagement in and promotion of safe practices on land and sea by Club members and by example the furthering of this objective within the community;
 - 2.3 The establishment and maintenance of a sea sports club premises with relevant amenities and facilities for members and their guests upon premises of which the Club is bona fide occupier and not for the purpose of making profits divisible amongst the members or any of them or in support of any object other than the accommodation of members and their guests;
 - 2.4 Affiliation with other kindred sporting associations;
 - 2.5 The fostering and support of the establishment and maintenance of a coordinating council for the overall control of aquatic activities in the waters surrounding the Hillarys Boat Harbour with particular emphasis on the conservation and management of our pristine natural environment in order to preserve it for future generations; and
 - 2.6 The promotion of social and sporting activities amongst members in a non-political environment.

DEFINITIONS AND INTERPRETATIONS

3. Throughout this Constitution (and all associated Rules and By-laws), unless there is something in the subject or the context inconsistent therewith:
 - 3.1 'boat', 'yacht' or 'vessel' shall include any boat, yacht or vessel whether propelled by sail or power or both. Where it is necessary to distinguish between types of boat, yacht or vessel a prefix such as 'sailing' or 'power' may be used as is appropriate.
 - 3.2 'Club' means the Hillarys Yacht Club (Inc.).
 - 3.3 'Club Boats' includes all vessels owned by the Club but does not include vessels owned or chartered by members.
 - 3.4 'Club Licensed Premises' means those buildings and grounds delineated as licensed premises by the Director of Liquor Licensing.
 - 3.5 'Club Premises' includes the foreshore, grounds, buildings, hard standing, parking areas, racks etc. within the boundaries of the Club's leases.

- 3.6 'Constitution' means the constitution formally adopted by members of the Club at a General Meeting convened in accordance with the then Constitution of the Club and so duly registered.
- 3.7 'Executive' means the Commodore, Vice Commodores, Honorary Treasurer, an Independent Executive Member, and ex officio the General Manager, the Club Accountant as required and the immediate Past Commodore for one year immediately following retirement from the office of Commodore.
- 3.8 'Financial Year' shall commence on May 1st each year.
- 3.9 'Flag Officers' are the Commodore, Two Vice Commodores and Rear Commodores representing each of the approved sections of the Club.
- 3.10 'General Manager' means the person appointed to the position of General Manager in accordance with the provisions of Clause 11.1.
- 3.11 'General Meeting' includes the Annual General Meeting or a Special General Meeting held in accordance with the provisions of this Constitution.
- 3.12 'Liquor Act' means the Liquor Control Act, 1988 of the State of Western Australia and includes any amendment thereto.
- 3.13 'Executive Management Committee' means the Commodore, Vice Commodores, Honorary Treasurer, Independent Executive Member, Rear Commodores representing each of the approved sections of the Club, and ex officio the General Manager and Accountant.
- 3.14 'Marina' includes all jetties and pens, mooring areas and waters within the boundaries of the Club's seabed lease.
- 3.15 'Notify' means to notify by printed or written notice posted to or delivered by electronic means to the member's last known registered address or by such form of public notification as is decided by the Executive Management Committee.
- 3.16 The Elected Officers of the Club shall consist of a Commodore, Two Vice Commodores, a Rear Commodore for each Section as approved by the Executive Management Committee (hereinafter referred to as 'Flag Officers'), an Honorary Treasurer, three Constitutional Compliance Officers and an Independent Committee Member.
- 3.17 'Owner' in respect of a boat, yacht or vessel shall mean the owner or owners of it or the exclusive charterer of it or the person entitled to and having exclusive possession of it.
- 3.18 'Constitutional Compliance Officer' means an eligible member of the Club elected to this position in accordance with the provisions of this Constitution.
- 3.19 Words importing the singular or plural number shall include the plural or singular number respectively and words importing the masculine gender shall include the feminine gender and vice versa unless the context clearly and expressly requires otherwise.

- 3.20 The obligations of a member shall include and bind the personal representatives of that member and where there is more than one member then those obligations shall bind them jointly and each of them severally.
- 3.21 'Ex Officio' are members of a committee of the Club ineligible to vote or establish a quorum at such committee meetings.
- 3.22 'Club Utility Index' being the dollar amount increase in administrative, rental and rates, electricity and water expenses incurred in the operation of the Club in the preceding financial year divided by the number of current financial members expressed as a percentage of the Ordinary Membership fee for the preceding year.'

POWERS

- 4. The Club shall have the following powers:
 - 4.1 To purchase, take on, lease, exchange, hire or otherwise acquire and maintain any real or personal property of any kind and any rights and privileges thereto.
 - 4.2 To erect, add to, improve, repair, pull down and rebuild buildings, jetties other structures and sporting facilities for the use, accommodation and recreation of members.
 - 4.3 To sell, exchange, lease, hire, mortgage, dispose of, turn to account or otherwise deal with all or any part of the real and personal property of the Club.
 - 4.4 To borrow or raise or secure the payment of money in such manner as the Club thinks fit with power to issue debentures, grant mortgages, charges or any other class of security upon or charging all or any of the property real or personal, both present and future, of the Club and to redeem or pay off any existing or future security.
 - 4.5 To invest and deal with the monies of the Club not immediately required for the purposes of the Club in such manner as may from time to time be determined.
 - 4.6 To draw, make, accept, endorse and issue negotiable securities or instruments of whatsoever kind and nature.
 - 4.7 To amalgamate, co-operate, affiliate and enter into reciprocal arrangements with any other Club having objects wholly or in part similar to those of the Club.
 - 4.8 To conduct social and sporting events, competitions and races and where such events are regulated by bodies to which various sections are affiliated they shall be conducted under the rules of such bodies.
 - 4.9 To appoint, employ and pay servants and to dismiss or suspend any servant.

- 4.10 To apply for, obtain and renew from time to time the Club License under the Liquor Control Act, 1988.
- 4.11 To accept donations whether of real or personal property, estate, devise or bequest.
- 4.12 To hold any property on any trust.
- 4.13 To make gifts to any charitable object in accordance with the law of the State or for any other purpose approved by law.
- 4.14 To take legal action and to obtain professional opinion.
- 4.15 To formulate Club By-laws or Rules as are required.
- 4.16 To do all such other things as are incidental or conducive to the attainment of the Club's objects.

MEMBERSHIP

5. Types of Membership

The members of the Club shall be:

- 5.1 **Ordinary Members:** Members, over the age of eighteen years other than Associate Members, Corporate Members, Student Members, Country Members, Reciprocal Members, Honorary Members, Honorary Life Members, Junior Members, Crewing Members, Senior Citizen Members and Temporary Members, who are elected by the Executive Management Committee and includes the spouse/partner and immediate family under the age of eighteen years.
 - 5.1.1 Only one person of an ordinary membership over the age of eighteen years is eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club at any one time.
 - 5.1.2 Ordinary members are entitled to participate in all activities of the Club and to utilise the Club amenities.
 - 5.1.3 Only one vote may be cast for each ordinary membership at a General Meeting.
 - 5.1.4 Only one person of an ordinary membership is subject to the Food and Beverage Levy at any one time.
 - 5.1.5 Only one person of an ordinary membership is entitled to propose or second persons for membership or office at any one time.
- 5.2 **Associate Members:** The parent or guardian of a Junior Member where both the parent or guardian and Junior member are actively involved in a section of the Club and includes the spouse or partner of the parent or guardian.
 - 5.2.1 In order to qualify for Associate membership each such parent or guardian shall each year produce to the General Manager a letter from the Rear Commodore of the Section certifying that the parent

or guardian has been and is intending to continue to be actively involved in the activities of that Section of the Club.

5.2.2 Associate Members are only entitled to participate in the activities of the Section of the Club in which the Junior member participates and are entitled to utilise Club amenities.

5.2.3 Associate Members are not entitled to vote at General Meetings.

5.2.4 Associate Members are not eligible for election as a Flag Officer, Captain, Treasurer, Constitutional Compliance Officer or Independent Executive Member.

5.2.5 Associate Members are subject to the Food and Beverage Levy.

5.2.6 Associate Members are not entitled to propose or second persons for membership or office.

5.2.7 Associate Members are not entitled to lease, rent or occupy Club pens, hard standing or dinghy storage.

5.2.8 An Associate Member wishing to transfer to Ordinary Membership shall be required to pay the current nomination fee.

5.2.9 Associate Members are entitled to introduce guests into the Club.

5.3 Corporate Members: A registered company or business which nominates an individual of the company or business as the Corporate Member.

5.3.1 Corporate Members are eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club.

5.3.2 Corporate Members are entitled to participate in all activities of the Club and to utilise the Club amenities.

5.3.3 Corporate Members are entitled to one vote at General Meetings.

5.3.4 Corporate Members are subject to the Food and Beverage Levy.

5.3.5 Corporate Members are entitled to propose or second persons for membership or office at any one time.

5.4 Student Members: Members over the age of eighteen years and who are full time students at a tertiary institution.

5.4.1 Student Members are not eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member.

5.4.2 Student Members are entitled to participate in all the activities of the Club and to utilise the Club amenities.

5.4.3 Student Members are not entitled to vote at General Meetings.

- 5.4.4 A member who transfers from an Ordinary Membership to a Student Membership is not required to pay a nomination fee.
- 5.4.5 Student Members are exempt from the Food and Beverage Levy.
- 5.4.6 Student Members are not entitled to propose or second persons for membership or office.
- 5.4.7 A Student Member who ceases to be eligible for this class of membership may be elected an Ordinary Member in accordance with this constitution except that such student need not be nominated and payment of a nomination fee shall not be required if:
- (a) in the opinion of the Executive Management Committee the student member has been an active member for at least two years; and
 - (b) the application for Ordinary Membership is received within three months of the student member ceasing to be eligible for that class of membership.
- 5.4.8 Student members are not entitled to lease, rent or occupy club pens or hardstanding other than dinghy hardstanding.
- 5.5 Country Members:** Members whose usual place of residence is not less than one hundred kilometres from the Club premises by the shortest route.
- 5.5.1 Country Members are not eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club.
- 5.5.2 Country Members are entitled to participate in all activities of the Club and to utilise Club amenities.
- 5.5.3 Country Members are not entitled to vote at General Meetings.
- 5.5.4 Country Members are exempt from the Food and Beverage Levy.
- 5.5.5 Together with the payment of their Annual Subscription Country Members shall each year provide to the General Manager, proof of their usual place of residence.
- 5.5.6 Country members are not entitled to propose or second persons for membership or office.
- 5.5.7 Country members are not entitled to lease, rent or occupy club pens or hardstanding.
- 5.6 Reciprocal Members:** Members of other Aquatic Sports Clubs, kindred sporting associations and members of compatible Incorporated Organisations who maintain similar objectives as Hillarys Yacht Club and who are elected by the Executive Management Committee.
- 5.6.1 Reciprocal Members are entitled to participate in activities of the Club and to utilise Club amenities.

5.6.2 A person may not be elected to Reciprocal Membership unless that person has by way of letter or certificate signed by a proper officer of an Aquatic Sports Club, kindred sporting associations or otherwise satisfied the Executive Management Committee that the person is currently a financial member of an Aquatic Sports Club or kindred sporting association and holding full voting rights.

5.6.3 Reciprocal Members may not:

- (a) be nominated for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club.
- (b) attend or vote at General Meetings.
- (c) propose or second persons to membership or office.
- (d) register a vessel with the Club.
- (e) use Club insignia.
- (f) enter for Club events or competitions except by invitation.
- (g) be allocated a pen in the Marina, hard standing bay or dinghy storage rack except by special approval of the Executive Management Committee for temporary use.

5.6.4 A Reciprocal Member shall cease to be a Reciprocal Member of the Club upon ceasing to be a member of the Aquatic Club or organisation to which they were a member when their Reciprocal Membership was approved.

5.6.5 Together with the payment of their annual subscription, Reciprocal Members shall each year provide to the General Manager, proof of their continued membership of the relevant Aquatic Sports Club or other kindred sporting associations.

5.6.6 Reciprocal Members are exempt from the Food and Beverage Levy.

5.7 Honorary Members:

5.7.1 The following persons shall be eligible for election as Honorary Members of the Club:

- (a) Flag Officers and members of other Aquatic Sports Clubs or other kindred sporting associations.
- (b) Persons who in the opinion of the Executive Management Committee occupy distinguished or public positions and may wish to visit the Club.

5.7.2 An Honorary Member may be elected by the Executive Management Committee on its own motion without nomination.

- 5.7.3 A member may make application in writing to a member of the Executive for the appointment of a person as an Honorary Member and such member of the Executive may approve such application for a period of no longer than one calendar month.
- 5.7.4 A person who is on any day visiting the Club:
- (a) as a member or an official of, or a person assisting a team that is to contest a prearranged event in a particular sport on that day; or
 - (b) at the invitation of a member to engage in a particular sport on that day may be accorded Honorary Membership on that day.
- 5.7.5 A person referred to in 5.7.1(b) who has been elected as an Honorary Member by the Executive Management Committee shall cease to be an Honorary Member at the end of such period of Honorary Membership as has been determined by the Executive Management Committee, or upon ceasing to hold or occupy the position of office which had given rise to such eligibility, whichever event shall occur first.
- 5.7.6 Honorary Members are entitled to participate in Club activities and to utilize the Club amenities.
- 5.7.7 Honorary Members are not eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club.
- 5.7.8 Honorary Members are not entitled to vote at General Meetings.
- 5.7.9 Honorary Members are exempt from the Food and Beverage Levy.
- 5.7.10 Honorary members are not entitled to propose or second persons for membership or office.
- 5.7.11 Honorary Members are not entitled to lease, rent or occupy Club pens, hard standing or dinghy storage except by special approval of the Executive Management Committee.
- 5.7.12 Honorary Members are not entitled to wear Club Insignia.
- 5.7.13 Honorary Members are not entitled to introduce guests to the Club.
- 5.8 Honorary Life Members:** Where a written nomination for Life Membership is received by the Executive Management Committee in respect of a member who has served ten years of special outstanding or conspicuous service, the Executive Management Committee will select and refer to a Life Membership subcommittee within 10 days, consisting of a representative of Executive and three(3) past Executive members who served a minimum of three years in office during the period referred to in the nomination, to consider the eligibility of the member. The subcommittee will

within ten (10) days submit a written report to the Executive Management Committee, confirming support for, or otherwise, for the nomination to be submitted to and for approval by a majority of the members present at an Annual General Meeting of the Club.

- 5.8.1 Honorary Life Members are eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club.
- 5.8.2 Honorary Life Members are entitled to participate in all activities of the Club and to utilise Club amenities.
- 5.8.3 Honorary Life Members are entitled to vote at General Meetings.
- 5.8.4 Honorary Life Members are exempt from the Food and Beverage Levy.
- 5.8.5 Honorary Life Members are entitled to propose or second persons for membership or office.
- 5.8.6 The spouse/partner of an Honorary Life Member is entitled to the same privileges and is bound by the same requirements of membership as the spouse/partner of an ordinary member under clause 5.1.
- 5.9 Junior Members:** Persons under the age of eighteen years who may be elected by the Executive Management Committee.
 - 5.9.1 Junior Members are not eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club.
 - 5.9.2 Junior Members are entitled to participate in all activities of the Club and to utilise Club amenities.
 - 5.9.3 Junior Members are not entitled to vote at General Meetings.
 - 5.9.4 Junior Members are exempt from the Food and Beverage Levy.
 - 5.9.5 A Junior Member attaining the age of eighteen years may be elected an Ordinary Member or Student Member in accordance with this constitution except that such junior member need not be nominated and payment of a nomination fee shall not be required if:
 - (a) in the opinion of the Executive Management Committee the junior member has been an active member for at least two years; and
 - (b) the application for Ordinary or Student Membership is received within three months of the age of eighteen years being attained.
 - 5.9.6 Junior Members are not entitled to propose or second persons for membership or office.
 - 5.9.7 Junior Members are not entitled to lease, rent or occupy Club pens or hard standing other than dinghy hardstanding.

5.10 Crewing Members: A person nominated by the Skipper of the Vessel in which he periodically competes in Club events and such nomination being seconded by the Rear Commodore of the relevant section.

5.10.1 Crewing Members are not eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club.

5.10.2 Crewing Members are entitled to participate in activities of the relevant section only.

5.10.3 Crewing Members are not entitled to attend or vote at General Meetings.

5.10.4 Crewing Members are not subject to the Food and Beverage Levy.

5.10.5 Together with the payment of their annual subscription, Crewing Members shall each year provide to the General Manager, written certification from *his* regular skipper and the Rear Commodore of the relevant section that *he* is a periodical crew member.

5.10.6 Crewing Members are not entitled to propose or second persons for membership or office.

5.10.7 Crewing Members are not entitled to lease, rent or occupy Club pens, hard standing or dinghy storage.

5.10.8 A Crewing Member wishing to transfer to ordinary membership shall be required to pay the current nomination fee.

5.10.9 Crewing members are entitled to use Club amenities only on the day of relevant section events in which they are participating.

5.10.10 Crewing members are not entitled to park within the Club grounds.

5.10.11 Crewing members are not entitled to introduce guests into the Club.

5.11 Senior Citizen Member: A member who is a Western Australia Senior Card holder and includes the spouse/partner of the member.

5.11.1 Senior Citizen Members are eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club.

5.11.2 Senior Citizen Members are entitled to participate in all activities of the Club and to utilise Club amenities.

5.11.3 Senior Citizen Members are entitled to vote at General Meetings.

5.11.4 Senior Citizen Members are subject to the Food and Beverage Levy.

5.11.5 Senior Citizen Members are entitled to propose or second persons for membership or office.

5.11.6 If at the time of applying for Senior Citizen Membership, the person is an Ordinary Member, then the nomination fee for Senior Citizen membership is waived.

5.12 Temporary Members: Persons to whom temporary membership is accorded under the following conditions:

5.12.1 A person who in the opinion of an Officer of the Club or the senior employee of the Club on duty at the time of application, is considered worthy of being accorded temporary membership for that day.

5.12.2 A person who in the opinion of the Executive Management Committee it would be appropriate to accord Temporary Membership.

5.12.3 Temporary Members are not eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer, or Independent Executive Member of the Club.

5.12.4 Temporary Members (appointed under clause 5.12.1 or 5.12.2) are only entitled to utilise the facilities of the Club's Licensed premises.

5.12.5 Temporary Members are not entitled to attend or vote at General Meetings.

5.12.6 Temporary Members are not subject to the Food and Beverage Levy.

5.12.7 Temporary Members (appointed under clause 5.12.1) are limited to the day the temporary membership is granted, and if (appointed under clause 5.12.2 for the purpose of organizing and attending a function or event) are limited to the times required to attend the Club to organize and attend such function or event.

5.12.8 Temporary Members are not entitled to propose or second persons for membership or office.

5.12.9 Temporary Members appointed under clause 5.12.2 for the purpose of organising and attending a function or event are not entitled to lease, rent or occupy Club pens, hard standing or dinghy storage, however, other Temporary Members appointed under clause 5.12.2 may, subject to the approval of the Executive Management Committee, occupy a pen, hard standing or dinghy storage only for the duration of the temporary membership.

5.12.10 Temporary Members (appointed under clauses 5.12.1 or 5.12.2) are not entitled to participate in any Club organised water based competition or to skipper a vessel in a Club race unless approved by the Rear Commodore of the Section organizing or conducting the event.

5.13 Transitional Members: Persons, aged less than 31 who are elected by the Executive Management Committee and includes the spouse/partner and immediate family under the age of eighteen years.

5.13.1 A Transitional Member is not eligible for election as a Flag Officer, Treasurer, Constitutional Compliance Officer or Independent Executive Member of the Club at any one time.

- 5.13.2 Transitional Members are entitled to participate in all activities of the Club and to utilise the facilities of the Club's Licensed premises.
- 5.13.3 Transitional Members are not entitled to vote at General Meeting.
- 5.13.4 Transitional Members are subject to the Food and beverage Levy at any one time.
- 5.13.5 Transitional Members are entitled to propose or second persons for membership but not for office at any one time
- 5.13.6 Transitional Members appointed under clause 5.13 are not entitled to lease, rent or occupy Club pens or hard standing.
- 5.13.7 Transitional Members who have been Transitional for 5 years must transfer to ordinary membership or cease being a member of the Club. No additional nomination fee will be applicable.
- 5.13.8 A Transitional Member wishing to transfer to Ordinary Membership within the applicable 5 year period shall be required to pay any outstanding nomination fees.

5.14 Application for Membership

- 5.14.1 With the exception of Honorary Members appointed under Clause 5.7.1/2, Honorary Life Members, and persons appointed as Temporary Members under the provisions of clause 5.12.1/2, in addition to any other provisions of this constitution, a person shall not be eligible for election as a member unless:
- (a) the nomination for membership is proposed and seconded by two financial members of the required classification;
 - (b) the nominee completes and signs an application for membership in such form, including his name and address, as the Executive Management Committee may from time to time determine;
 - (c) the nominee declares on the application form that he agrees upon election to be bound by the provisions of this Constitution and any Rules or By-laws made thereunder and as are respectively in force at the time of such nomination and as may be thereafter added to, altered or varied from time to time;
 - (d) the application form is accompanied by the required nomination fee; and
 - (e) such details of the applicant as approved by the Executive Management Committee have been displayed by the General Manager in a conspicuous place on the Club premises for not less than fourteen days.

- 5.14.2 A person shall be elected to membership by a ballot of the Executive Management Committee. A vote of one third of the Executive Management Committee Members present against the candidate shall exclude him from election.
- 5.14.3 Membership shall not take effect until such time as the member has paid the required subscription fee.
- 5.14.4 Following acceptance, any change in the member's principal details shall be notified in writing to the General Manager and will be accepted at the discretion of the Executive Management Committee.

5.15 Membership Register / Cessation

- 5.15.1 The General Manager shall cause a register of members to be kept and maintained in which shall be entered the full names and address and date of election of every member and the class of membership to which the member belongs and such register shall be open to inspection by any Inspector of Licensed Premises or a Police Officer.
- 5.15.2 Upon approval of an application for membership by the Executive Management Committee the General Manager shall cause the new member to be issued with a membership card and the name and other relevant details of the member to be placed on the Membership Register.
- 5.15.3 Upon the death, resignation or expulsion from membership of a member the General Manager shall cause that person's name to be deleted from the register.
- 5.15.4 A member shall cease to be a member of the Club:
- (a) On the member's written resignation or death or at the discretion of the Executive Management Committee upon the member being convicted of any indictable criminal offence.
 - (b) Upon defaulting in payment of monies other than subscription fees due and owing to the Club as referred to in Clause 24.5 and which are not subject of a prior written agreement for payment.
 - (c) When the member has been expelled from the Club due to disciplinary action under Clause 5.18.6(e).
- 5.15.5 A member wishing to resign from the Club may do so by notice in writing to the General Manager and upon receipt of such notice he shall cease to be a member but this will not remove the liability of the member to pay any outstanding monies owed to the Club.

5.16 Member's Guests

- 5.16.1 A person who is not a member shall not be admitted to any part of the Club Licensed Premises except as provided for by this Constitution.

- 5.16.2 A member hosting a function approved by the Executive Management Committee may introduce individual guests in the member's company without limit to numbers. A member may introduce up to five guests in the member's company at other times.
- 5.16.3 The Executive Management Committee may prescribe parts of the Club to which guests shall not be admitted. Notices defining the areas shall be displayed on the Club notice board.
- 5.16.4 A member's guests shall not be supplied with liquor to be consumed other than in the Club Licensed Premises.
- 5.16.5 Members shall not regularly introduce the same person as a guest.
- 5.16.6 A member shall not introduce as a guest to the Club Premises, any person who the Executive Management Committee has determined is a person not eligible for introduction as a guest.

5.17 Members Access to Records

- 5.17.1 Upon written application to the Commodore, a member may inspect without charge, specific records and documents of the Club at a time agreed to by the General Manager.

5.18 Discipline - Protocol Committee

- 5.18.1 Where a written complaint is made in respect of:
- (a) a member or the guest of a member failing to comply with the provisions of this Constitution or the Rules or By-laws of the Club or any order or direction of the Executive Management Committee or of any General Meeting, or
 - (b) the conduct of a member or the guest of a member, which in the opinion of the Executive Management Committee was unbecoming of a member or the guest of a member, prejudicial to the best interests of the Club, or calculated in any manner or likely to impair or affect the enjoyment of the Club by other members, the Executive Management Committee may refer such complaint to a Protocol Committee convened for the purpose of first enquiring into such complaint, then hearing the matter and making its decision in accordance with the provisions of clause 5.18.6. In respect of a complaint against the guest of a member, any action taken by the Protocol Committee shall be against the member who introduced the guest to the club.
- 5.18.2 Two members of the Protocol Committee shall be selected from a pool comprising Past Commodores, Past Flag Officers and Life Members. The third member shall be selected from the General Membership. The three members shall be nominated by the Executive Management Committee on a rotational basis and shall select a Chairman from within their ranks. A Constitutional Compliance Officer may not serve on a Protocol Committee.
- 5.18.3 It shall be the responsibility of the Chairman of the Protocol Committee to ensure that a member against whom a complaint has been made is notified of the details of the complaint and the time, date

and place of hearing at least twenty-eight days prior to the date of the Protocol Committee hearing at which the complaint will be heard. Such notification is to be made in accordance with the requirements of Clause 5.18.4.

5.18.4 Any notice to a member against whom a complaint has been made shall be posted by registered letter, addressed to the last known registered address of the member, and it shall be deemed to have been served on the member forty-eight hours after posting, notwithstanding that the member may not have received the same.

5.18.5 In respect of Protocol Hearings:

- (a) The Protocol Committee shall adhere to the principles of natural justice.
- (b) At the commencement of the Protocol Hearing the complaint shall be read to the member.
- (c) The member shall be entitled to attend such Protocol Hearing, call evidence in their defence and be allowed to explain their conduct or defend themselves.
- (d) Neither the members of the Protocol Committee, the Protocol Committee itself nor the member shall be entitled to legal representation.
- (e) Should the member not attend, the Protocol Hearing may proceed in their absence.
- (f) In lieu of attending, the member may submit a written explanation or defence which must reach the General Manager at least twenty-four hours prior to the date of the Protocol Hearing.
- (g) Upon written application to the General Manager, the member shall be given access to and a copy of all documentation applicable and relevant to the complaint, held by the Club, at least fourteen days prior to the Protocol Hearing.
- (h) The member shall be notified of such right (to access to and a copy of all documentation) in the notice referred to in Clause 5.18.4.

5.18.6 Having heard the complaint, the Protocol Committee shall, within ten days of the Protocol Committee hearing, provide to the Executive Management Committee a written report outlining the complaint, details of the evidence presented, and the reasons for their decision which shall be:

- (a) the complaint be dismissed; or
- (b) a monetary penalty not more than the annual family subscription fee be imposed; or
- (c) the member be reprimanded; or
- (d) the member be suspended for a nominated period; or

(e) the member be expelled,

At arriving at a penalty the Protocol Committee may take into account any previous adverse findings against the member.

5.18.7 The written report referred to in 5.18.6 shall be sent at the same time to the Executive Management Committee and to the member complained against. Such notification to the member is to be made in accordance with the requirements of Clause 5.18.4.

5.18.8 Where a member against whom a complaint has been heard is aggrieved by the decision of the Protocol Committee:

(a) Such member may lodge a notice of appeal in writing to the Executive Management Committee within 28 days of the date of posting of the notice referred to in Clause 5.18.6.

(b) Such notice of appeal must state all of the grounds of appeal on which the member intends to rely on and set out all of such grounds in detail.

(c) Upon receipt of such notice of appeal the matter shall be considered and determined at a meeting of the Executive Management Committee convened within twenty-one days of such receipt. The Executive Management Committee shall either confirm the decision (and penalty if relevant) of the Protocol Committee or make a different decision (and penalty if relevant) in accordance with the provisions of Clause 5.18.6

5.18.9 Within ten days of the Executive Management Committee Meeting at which the appeal is determined, the member shall be notified in writing of the outcome of the appeal, reasons for the outcome and any penalty if relevant. Such notification is to be made in accordance with the requirements of Clause 5.18.4

5.18.10 Where a member who has lodged a notice of appeal to the Executive Management Committee is aggrieved with the decision of the Executive Management Committee and desires to challenge such decision, the member may initiate a Special General Meeting utilizing the provisions of Clause 18.3. The member may seek reasonable assistance from the General Manager to facilitate this process. On request from the member, the General Manager shall provide reasonable assistance.

5.18.11 No legal representation shall be allowed for either party to an appeal.

5.18.12 Should any dispute be unresolved following the conduct and process outlined in Clause 5.18, the matter can be presented to and heard by the State Administrative Tribunal (SAT).

FEES

6. Annual Subscriptions

6.1 The annual subscription for Ordinary Membership of the Club shall be determined by the Executive Management Committee, provided that the same shall not be increased in any one year by more than the greater of, the Consumer Price Index for Perth or the Club Utility

Index, without the approval of an Annual General Meeting or a Special General Meeting.

6.1.1 The normal period of membership shall be twelve months commencing May 1 each year, however, the Executive Management Committee may determine and set a longer period of membership for an individual member or members.

6.2 All other subscriptions and nomination fees shall be expressed as a percentage of the Ordinary Membership subscription as shown in the following

Category of Membership	Subscription	Nomination Fee	Food & Beverage Levy P/A
Ordinary	100%	200%	Applicable Rate
Associate	67.5%	Nil	Applicable Rate
Corporate	100%	200%	Applicable Rate
Student	20%	Nil	Nil
Country	50%	200%	Nil
Reciprocal	50%	200%	Nil
Honorary	Nil	Nil	Nil
Honorary Life	Nil	Nil	Nil
Junior (Under 18)	10%	Nil	Nil
Crewing	20%	Nil	Nil
Senior Citizen	75%	200%	Applicable rate
Temporary	Nil	Nil	Nil
Transitional	20% (5yrs)	20% (5yrs)	Applicable Rate

6.3 Any member who does not notify the General Manager in writing before April 30 of his resignation from the Club shall be liable for the subscription for the year commencing on May 1st of that year.

6.4 A member who gives written notice to the General Manager of his resignation from the Club ceases to be a member on receipt of such notice but remains liable to pay to the Club any monies owing at the time of his resignation.

6.5 All subscription fees are due and payable by May 31st irrespective of receipt of notice and any member whose subscription fees are in arrears for sixty days from the start of the financial year, shall, unless otherwise specifically agreed to in writing by the Executive Management Committee be deemed unfinancial with all rights and entitlements of membership being suspended including the right to

be elected to or hold any office and the right to attend any General Meeting.

- 6.6 Not less than fourteen days prior to the expiration of the period of sixty days referred to in 6.5 the member in arrears shall be notified of his impending unfinancial status and that if the outstanding amount is not paid within fourteen days of the date of this notification the privileges of membership shall be withdrawn.
- 6.7 Should the member not comply with the requirements of clauses 6.5 and 6.6 his name will be removed from the register of members and he shall not be allowed to be introduced into the Club as a guest until such time as all outstanding monies owed are paid in full.
- 6.8 The first subscription fee for a new member shall be set pro-rata with respect to the number of whole months remaining from the date of acceptance to the end of the membership year on April 30, with the exception of crewing members who shall not be entitled to pro-rata membership fees.
- 6.9 The Executive Management Committee reserves the right to not renew a member's subscription without appeal.
- 6.10 Where a past member applies to rejoin the Club within five years of their previous membership expiring or terminating, the Executive Management Committee have the discretion in special circumstances to waive the nomination fee.

6.11 Levies

- 6.11.1 If so determined in a General Meeting a levy for a special purpose may be imposed upon and shall be payable by members of the Club provided that no levy shall be payable by Student, Reciprocal, Honorary, Honorary Life, Junior or Crewing Members.
- 6.11.2 The Executive Management Committee shall have power to impose one levy upon members of the Club not exceeding twenty per cent of the current ordinary member subscription in any financial year for a specific objective provided that no such levy shall be payable by Student, Reciprocal, Honorary, Honorary Life, Junior or Crewing Members.
- 6.11.3 A Food and Beverage Levy shall be imposed upon and be payable by members each quarter commencing May 1st provided that such levy shall not be payable by Student, Country, Reciprocal, Honorary, Honorary Life, Junior or Crewing Members.
- 6.11.4 The Food and Beverage Levy may be changed by the Executive Management Committee provided that if it is to be increased more than twenty per cent in any one financial year it will require ratification by a General Meeting.
- 6.11.5 Upon payment of the Food and Beverage Levy, a member's Food and Beverage Account shall be credited with the amount paid with the first and second quarter levies being valid until 31st October and the third and fourth quarter being valid until 31st of April of that Club financial year.

6.11.6 Where a member subject to the Food and Beverage Levy provides evidence to the satisfaction of the Executive Management Committee of the member's impending absence from the Club for a period in excess of six months whilst, cruising, on holidays or working; or evidence of the member's usual place of residence being not less than one hundred kilometres by the shortest route from the club premises, the Executive Management Committee may authorize an exemption from the payment of such Levy for a period not exceeding twelve months. Should the member's absence extend beyond twelve months then a further application can be made and considered two months prior to the expiration of the original period.

6.11.7 Should the Club be subjected to an official direction by the Government of the day or such an event occurs which requires the Club to cease operation then the Management Committee can amend Clause 6.11 as required in the best interest of the members.

7. OFFICERS

7.1 The Elected Officers of the Club shall consist of a Commodore, Two Vice Commodores, a Rear Commodore for each Section as approved by the Executive Management Committee (hereinafter referred to as 'Flag Officers'), an Honorary Treasurer, three Constitutional Compliance Officers and an Independent Executive Member.

7.2 Election

7.2.1 Any eligible member of the Club as defined in clauses 5.1 to 5.13 may be nominated for the position of Flag Officer, Honorary Treasurer, Constitutional Compliance Officer or Independent Executive Member, provided that in the case of Commodore the member has served at least twelve months on the Executive Management Committee during the three financial years immediately prior to the date of election, and in the case of a Constitutional Compliance Officer the member does not hold or relinquishes any position on the Executive or Executive Management Committee prior to taking up office as a Constitutional Compliance Officer.

7.2.2 Nominations for the positions of Commodore, Vice Commodore, Honorary Treasurer, Constitutional Compliance Officer or Independent Executive Member shall be in writing signed by the candidate and also by two eligible members of the Club as defined in clauses 5.1 to 5.13 as proposer and seconder and shall be lodged with the General Manager no later than forty- five days prior to the Annual General Meeting.

7.2.3(a) The approved sections of the Club shall hold an Annual Meeting at least forty-five days prior to the Annual General Meeting of the Club, at which the Rear Commodore of that section for the ensuing year will be elected and shall take office immediately after confirmation of appointment at the Annual General Meeting of the Club.

(b) Ninety days prior to the Annual General Meeting of the Club, the General Manager will publish a notice to all members advising of the dates of the Annual Meetings of each of the approved sections of the

Club and calling for nominations for the positions of Rear Commodore of each of such sections. Such nominations must be lodged with the General Manager at least seven days prior to the relevant Section Annual Meeting.

- 7.2.4 The Commodore, two Vice Commodores, Rear Commodores, Honorary Treasurer and Independent Executive Member shall be elected annually. Each Constitutional Compliance Officer shall be elected for a term of three years however each year, on a rotational basis, one of these officers shall stand down but be eligible for re-election. In the case of the Commodore his term of office shall not exceed three consecutive years.
- 7.2.5 In the event of a casual vacancy occurring in the office of Commodore, Vice Commodore or Honorary Treasurer the Executive Management Committee may appoint one of themselves or a suitably qualified and eligible member to act in the vacant position until the next Annual General Meeting.
- 7.2.6 In the event of a casual vacancy occurring in the office of Rear Commodore the section concerned may at a section meeting nominate a suitably qualified and eligible member to act in the position of Rear Commodore or the Executive Management Committee may appoint a member until the next Annual General Meeting of the Club.
- 7.2.7 In the event of a casual vacancy occurring in the office of Constitutional Compliance Officer the Executive Management Committee may appoint a suitably qualified and eligible member who is not a member of the *Executive Management Committee* to act in the vacant position until the next Annual General Meeting.
- 7.2.8 A casual vacancy occurs in any of the offices referred to in 7.2.5, 7.2.6 and 7.2.7 when the officer:
 - (a) dies;
 - (b) by notice in writing delivered to the Commodore or if the officer concerned is the Commodore to a Vice Commodore resigns from the office;
 - (c) is convicted of an indictable criminal offence;
 - (d) is permanently incapacitated by mental or physical ill health;
 - (e) other than a Constitutional Compliance Officer is a member of the Executive Management Committee and is absent from more than three consecutive Executive Management Committee Meetings without an acceptable reason;
 - (f) other than a Constitutional Compliance Officer is a member of the Executive Management Committee and is absent from three Executive Management Committee Meetings of which he has received notice, without tendering an apology to the officer presiding at each of those meetings, or is a member of the Executive Management Committee and is absent from three Executive Management Committee Meetings of which he has received notice, without tendering an apology to the officer presiding at each of those meetings;

(g) ceases to be a member of the Club; or

(h) in the case of a Constitutional Compliance Officer, fails to attend more than three consecutive meetings of the Constitutional Compliance Committee or ceases to reside in the State.

7.2.9 In the event the number of nominees for an Elected Officer position exceeds the number of vacant positions so requiring a secret ballot, each nominee may appoint one scrutineer from the membership to oversight the election process.

7.3 Patron

7.3.1 A Patron, nominated by the Executive Management Committee and if considered necessary, a Vice Patron, nominated by the Executive Management Committee, may be endorsed at each Annual General Meeting and shall hold office until the next succeeding Annual General Meeting and may be eligible for re-endorsement.

7.4 Duties and Powers of Elected Officers

7.4.1 Commodore

The Commodore shall exercise a general supervision over all affairs of the Club, the enforcement of rules and By-laws, and shall when present preside at all General Meetings, Executive Management Committee meetings of the Club. The Commodore is responsible for the smooth running of the Club. The Commodore is an ex officio member of all *other* committees and sub-committees within the Club.

7.4.2 Vice Commodores

It shall be the duty of the Vice Commodores to chair any committees as determined by the Executive Management Committee and to assist the Commodore and in the absence of the latter to officiate in the Commodore's stead.

7.4.3 Rear Commodores

It shall be the duty of each Rear Commodore to manage his section, to represent such section at the Executive Management Committee, or if he is unable to attend to arrange a proxy; to assist the Commodore and Vice Commodores and in their absence a Rear Commodore may officiate in their stead.

7.4.4 Honorary Treasurer

7.4.4.1 The Executive Management Committee may at any time grant a salary or stipend to the holder for the time being of the office of Honorary Treasurer.

7.4.4.2 It shall be the duty of the Honorary Treasurer:

- (a) to cause to be kept proper books of account which shall be submitted for examination by the Auditor at any time and to present to each meeting of the Executive Management Committee and at every General Meeting as requested, correct detailed statements of accounts showing the condition of the Club's funds and property to date;
- (b) to make available all books and statements of account for inspection at any time by any member of the Executive Management Committee;
- (c) to present at each Executive Management Committee meeting a list of members in arrears with their subscriptions, fees or accounts;
- (d) to prepare and produce at the Annual General Meeting, audited statements of income and expenditure, financial performance (trading), cash flow, asset management plan and financial position with associated notes attached thereto, for the Club financial year commencing May 1st and ending April 30th;
- (e) to exercise a watchful supervision over all the financial transactions of the Club;
- (f) to provide assistance and advice to the Constitutional Compliance Committee as and when required; and
- (g) to prepare and produce at the Annual General Meeting a proposed budget for the Club for the ensuing year.

7.4.5. Constitutional Compliance Officer

It shall be the duty of a Constitutional Compliance Officer, as a member of the Constitutional Compliance Committee, to monitor constitutional compliance to ensure compliance with the provisions of this Constitution.

7.4.6 Independent Executive Member

It shall be the duty of the Independent Executive Member, being the suitably qualified member representative on the Executive, to have an active role in relation to Clause 8.1.

MANAGEMENT

8. Executive

- 8.1 The Executive shall as required meet and discuss matters that are deemed to be of a sensitive nature and/or not in the best interest of the club to be immediately disclosed.
- 8.2 The actions and recommendations of any special Executive meeting must be endorsed by the Executive Management Committee before they can be given effect to.

9. Management Committee

9.1 The Management Committee shall in addition to all other powers conferred by this Constitution, have the power from time to time:

- (a) shall be responsible for establishing and maintaining the strategic direction of the Club, for managing the major assets and for the planning and managing major capital works in progress;
- (b) to make such By-laws or Rules as may be necessary for the management of their own proceedings and of the Club provided that no such By-law or Rule made shall be inconsistent with this Constitution;
- (c) to appoint committees and sub-committees of members for specific purposes and where considered appropriate to delegate power to such committees or sub-committees or the chairmen of same to act;
- (d) to co-ordinate and approve the activities of the various sections of the Club;
- (e) to oversight all entertainment, social functions, competitions and other events organised by sections of the Club, where necessary to alter the dates of same, to set entry fees or other charges in respect of same and to resolve any dispute associated with any such event;
- (f) to construe the clauses of this constitution for all purposes, such constructions to be final unless rescinded by a general meeting of members; and
- (g) to pay to any servant of the Club a gratuity or salary for contracted services or reimbursement of incurred costs.

9.2 All acts done at any meeting of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the Management Committee or of any member thereof or that any member was disqualified, be as valid as if every such member had been properly appointed and was properly qualified to act.

10. Constitutional Compliance Committee

10.1 A Committee of three members of the Club shall form the Constitutional Compliance Committee and shall be referred to as Constitutional Compliance Officers who shall be appointed for the purpose of monitoring the Clubs compliance with this constitution.

10.2 Within one month of the Annual General Meeting each year the Constitutional Compliance Committee shall meet to appoint a Chairman from amongst the members that have been appointed as Constitutional Compliance Officers.

10.3 A Member wishing to make a complaint to the Constitutional Compliance Committee regarding any alleged non-compliance with the provisions of

this Constitution by the Executive Management Committee must lodge such complaint in writing.

- 10.4 Such written complaint must clearly outline the date and details of the alleged breach, quoting the relevant clause or clauses of the Constitution and must be signed and dated by the member or members making such complaint.
- 10.5 The Constitution Compliance Committee must meet to consider such complaint within fourteen (14) days of receiving the complaint.
- 10.6 If considered necessary the Constitutional Compliance Committee may call a special meeting of the Executive or Executive Management Committee to address the issue raised by the complaint.
- 10.7 The Constitutional Compliance Committee shall inform the member or members making the complaint of the findings of the Committee in respect of the complaint.
- 10.8 The Constitutional Compliance Committee in its own right has the authority to call a Special General Meeting of the members of the Club in respect of constitutional compliance.
- 10.9 The Constitutional Compliance Committee may call upon the Commodore to assist with its duties or to obtain funded professional advice as and when required.
- 10.10 Each member of the Constitutional Compliance Committee is to be provided with a copy of the minutes of each meeting of the Executive and the Executive Management Committee.
- 10.11 The Chairman of the Constitutional Compliance Committee shall prepare a written Annual Report on the activities of the Committee for the previous twelve months and shall present such report at the Annual General Meeting.
- 10.12 The Constitution Compliance Committee may participate in the annual financial presentation by the Auditor on the findings and recommendations.

11. General Manager

- 11.1 The Executive Management Committee on the recommendation of the Executive shall appoint a person to be General Manager.
- 11.2 The General Manager shall be directed and report to the Commodore, Executive and Management Committee
- 11.3 In addition to such duties as are specified in the constitution, rules or by-laws of the Club, it shall be the duty of the General Manager:
 - (a) to provide leadership, management and supervision of the Club's employees;
 - (b) to manage the clerical administration of the Club;

- (c) to maintain the Club's assets, property and grounds, and cause to be kept an Asset Management Plan, for the replacement and refurbishment of the Club's assets;
- (d) to receive and receipt all monies and subscriptions paid to the Club;
- (e) to attend and keep a true record of all General Meetings, Executive Meetings and Executive Management Committee Meetings of the Club;
- (f) to act as the Administrative Secretary nominee in respect of the Club's Liquor License and to ensure compliance with any requirement of the liquor licensing laws as they relate to the renewal of such license;
- (g) to maintain a register of all Club members and of the category of membership of each member;
- (h) to maintain a register of all yachts, powerboats and other vessels owned by Club members;
- (i) to maintain a register of all pens and other areas on Club premises which are leased, sub-leased or occupied by particular member;
- (j) to maintain the necessary records of the Club's operations and activities and the required records and books of account;
- (k) to exercise the day-to-day management of the Club premises and property and to control the staff employed by the Club;
- (l) to assist in all aspects of the Club's development and improvement in line with the Constitution or direction of the Executive and Management Committees;
- (m) to carry out such other duties and functions as the Executive Management Committee may determine from time to time;
- (n) to maintain an up to date copy of the Constitution, By-Laws and other official documents as required by the Associations Incorporation Act unless another person is authorized by the Management Committee to do so;
- (o) to maintain a record of Committee Members and other persons authorised to act on behalf of the Club as required by the Incorporation Act;
- (p) to keep a proper and correct record of such instruments, deeds, mortgages, contracts and other documents to which the seal is affixed. To produce in a timely manner any of these documents if requested by the Commodore , Executive or Management Committee; and
- (q) to maintain good governance by maintaining regular training of all staff and other personnel pertaining to but not limited to Conflict of Interest, Gift Register and Whistle Blowing Policy.

- 11.4 The General Manager has the authority to engage and dismiss employees of the Club.
- 11.5 The General Manager may delegate the exercise or performance of his powers and duties. On delegation the General Manager remains responsible and accountable for the exercise or performance of the delegated power or duty.
- 11.6 The General Manager shall be entitled to all the privileges of a Ordinary Member excluding the privileges and requirements of sub-clauses 5.1.1, 5.1.3, 5.1.4 and 5.1.5 during such time as he holds the appointment of General Manager.
- 11.7 The General Manager shall be subject to an annual review conducted by the Commodore and one other member of the Executive or Management Committee.
- 11.8 The contract for the General Manager shall not exceed 5 years at which time a full review shall be undertaken by a sub-committee chaired by the Commodore before any contract renewal is undertaken.

12. Employees

- 12.1 No person under the age of eighteen years may be employed in the Club except in clerical, manual or administrative duties.
- 12.2 All employees of the Club shall, as a condition of employment and prior to the end of their probationary period, produce a Police Clearance Certificate.

13. Sections

- 13.1 The approved sections of the Club at the present time are Sailing, Sea Sport, Membership and Marina Facilities.
 - 13.1.1 When a subsection reaches a representation or membership of over 100 members, an application can be made to the Executive Management Committee to undertake a feasibility study to provide that sub section with its own Rear Commodore.
- 13.2 With the exception of the requirement for a Treasurer in the Marina Facilities Section, each section of the Club will elect a committee comprising the Rear Commodore as Chairman, Secretary, Treasurer, Safety Officer and/or Captains (where applicable) and such other officers as they consider necessary, all of whom shall be responsible for the smooth operation of the section.
- 13.3 Any vacancy on a section committee shall be filled from within that section or by appointment by the Executive Management Committee.
- 13.4 Any section committee may form a sub-committee or division to carry out a specific function or task within that section.
- 13.5 Sub-committees or divisions of sections must report to the monthly meetings of the section committee.

- 13.6 Section committees shall report to the Executive Management Committee monthly through the Rear Commodore of that section. Such reports shall include a financial statement and a calendar of proposed events or meetings for the section.
- 13.7 No section committee may make a rule or By-law that is inconsistent with the constitution or the rules or By-laws of the Club.
- 13.8 Section committees are subject to the authority and control of the Executive Management Committee.
- 13.9 Minutes shall be taken of all section committee, sub-committee or division meetings and a copy signed by the chairman provided to the General Manager for club records.
- 13.10 The Marina Facilities Section shall comprise of:
- (a) a representative from each jetty;
 - (b) a representative of rack storage and hard standing;
 - (c) a representative of dinghy storage; and
 - (d) any other person(s) who are considered by the Executive Management Committee to bring expertise and experience to the operation of the section.
- 13.11 The primary role of the Marina Facilities Section is to oversight the marina based assets of the Club and those corresponding shore based assets which support the storage and launching of boats. This includes the tiered storage rack and pens associated with the Boat Lifters, but does not include the hardstand storage and work area of the Boat Lifters.
- 13.12 The functions of the Marina Facilities section are:
- (a) to make recommendations regarding safety by-laws and to conduct regular compliance inspections of all boats occupying club areas;
 - (b) to make recommendations regarding the state of repair of club infrastructure, including pens, jetties, boat storage and launching facilities;
 - (c) to make recommendations regarding major repairs and capital works affecting Marina and Mooring assets; and
 - (d) to make recommendations on the safe delivery and use of utility services throughout the marina.

14. Committees

- 14.1 The Chairman of any such committee or sub-committee who is not a member of the Executive Management Committee may be invited to attend Executive Management Committee Meetings but shall only have a voice at the invitation of such Chairman of the Executive Management Committee Meeting so attended.

- 14.2 Committees and sub-committees shall be established to perform a particular function and shall not have authority to act independently of or to commit the Club in any matter whatsoever.
- 14.3 Whenever possible the Executive or Executive Management Committee should record their instructions to committees or sub-committees and provide a time frame for the achievement of the committee's or sub-committee's goals.
- 14.4 The Chairman of a committee or sub-committee shall report at intervals set by the Executive or Executive Management Committee and shall obey the instructions of such committees.

15. Indemnity and Exclusion of Liability

- 15.1 Every officer or servant of the Club acting in the performance or intended performance of their duties as an officer or servant of the Club shall be indemnified out of the property of the Club against any liability incurred by him in his capacity as officer or servant in defending any proceedings whether civil or criminal unless the liability was incurred by the officer or servant through his own dishonesty, negligence, lack of good faith or breach of duty.
- 15.2 The Club and/or its officers or servants acting in performance or intended performance of their duties as an officer or servant of the Club shall not be liable nor shall action at the instance of any member of the Club lie against the Club and/or any officer or servant of the Club in respect of any actions, claims, demands of any kind on account of anything done or omitted to be done resulting in any injury, loss or damage to any person or property howsoever and whosoever arising notwithstanding that such injury, loss or damage may have been caused by the negligence or wrongful act or default of the Club and/or its officers or servants.

MEETINGS

16. General Provisions

- 16.1 All resolutions passed at duly convened meetings of the Club shall be conclusive and binding on all members of the Club whether they shall be present at such meetings or not.
- 16.2 The Executive Management Committee may postpone any meetings of the Club to such time and place as it thinks fit so long as such time does not exceed one calendar month from the original date proposed and the business transacted at such postponed meeting shall be as valid as if it had been transacted at the meeting first appointed.
- 16.3 Meetings of the Club shall be conducted in accordance with the Standing Orders of the Club and where matters not dealt with in such Standing Orders arise then such matters shall be governed by the customary procedure at meetings as defined in Horsley's Meetings Procedure, Law and Practice.
- 16.4 At any meeting voting on a motion shall be by a show of hands of those present and entitled to vote and such motion shall be accepted or rejected by a simple majority unless a poll is demanded by the Chairman or by not less than fifty per cent of the members present

and entitled to vote. In the case of matters of a sensitive nature the Chairman may direct that a secret ballot be held.

- 16.5 Unless a poll is demanded in accordance with the provisions of clause 16.4, a declaration by the Chairman that the motion has been carried, carried unanimously or lost shall be final and conclusive. If a poll is demanded in accordance with clause 16.4 it shall be taken in such a manner as may for the time being be provided by the By-laws or in the absence of such provision as the Chairman may direct.

17. Annual General Meeting

- 17.1 An Annual General Meeting shall be convened on or before the 14th of August in each year at a time and place to be determined by the Executive Management Committee to consider the following business:
- (a) to confirm the minutes of the previous Annual General Meeting and of any Special General Meeting held since the preceding Annual General Meeting;
 - (b) to receive the annual report of the Commodore;
 - (c) to receive financial reports as detailed in clause 7.4.4.2(d).
 - (d) to receive the Auditor's report of such reports as detailed in Clause 7.4.4.2 (d);
 - (e) to receive and endorse the proposed budget for the Club;
 - (f) to receive the annual report of the Constitutional Compliance Committee.
 - (g) to elect the members of the Executive;
 - (h) to endorse the Section nominations for membership of the Executive Management Committee;
 - (i) to endorse the Executive Management Committee's nomination of a Patron and if necessary a Vice Patron for the ensuing year;
 - (j) to endorse the Executive Management Committee's appointment of an Auditor for the ensuing year;
 - (k) to elect Constitutional Compliance Officers.
 - (l) to consider any notices of motion lodged in accordance with the requirements of the constitution;
 - (m) to determine subscription and nomination fees if appropriate; and;
 - (n) to consider any other business as may be considered appropriate by the chairperson.
- 17.2 Not less than two calendar months notice of the Annual General Meeting shall be given to all members by notice in writing forwarded to each member at their last known registered address.

- 17.3 Any business not covered in 17.1 must be by way of a motion in writing moved and seconded by full financial eligible members and lodged with the General Manager not less than forty-five days prior to the date of the Annual General Meeting.
- 17.4 The General Manager will at least one calendar month prior to the date of the Annual General Meeting advise members of the business of the meeting including any nominations for office and motions of business.
- 17.5 All Annual General Meetings shall be chaired by the Senior Executive Member present and in the absence of any such member by a member elected by the majority of the members present.
- 17.6 A quorum at an Annual General Meeting shall be not less than fifty financial members who are entitled to vote at such meetings.
- 17.7 The order of business at an Annual General Meeting shall be in accordance with the order of the items in clause 17.1.
- 17.8 If within half an hour of the time appointed for an Annual General Meeting, a quorum of members is not present, the meeting shall stand adjourned to a date to be fixed by the members present being no more than one calendar month or less than seven days after the date for which the meeting was first called and if at such adjourned meeting a quorum of members is not present the members present shall be a quorum and may transact the business for which the meeting was called.

18. Special General Meetings

- 18.1 The Executive Management Committee shall have the power to call Special General Meetings of the members of the Club to be held on such a day and at such time and place as the Executive Management Committee may appoint.
- 18.2 The Constitutional Compliance Committee shall have the power to call Special General Meetings of the members of the Club in respect of constitutional compliance, to be held on such day and at such time and place as the Constitutional Compliance Committee may appoint, such meetings to be chaired by the Chairman of the Constitutional Compliance Committee.
- 18.3 The Executive Management Committee shall be bound to call a Special General Meeting of the members of the Club within twenty-eight days of the General Manager receiving a written request to do so, signed by at least fifty members eligible to vote at a General Meeting and such written request must state the purpose of the meeting which should be in the form of a motion or motions and such motion or motions shall be the only business of such meeting.
- 18.4 Notice of any Special General Meeting shall be given to every member by forwarding written notice to such member at their last known address.
- 18.5 A quorum at a Special General Meeting shall be not less than fifty financial members who are entitled to vote at such meetings.

18.6 With the exception of meetings called under the provisions of Clause 18.2 all Special General Meetings shall be chaired by the Senior Executive member present and in the absence of such member by a member elected by the majority of members present.

19. Executive Meetings

19.1 A meeting of the Executive may be convened by the Commodore or any two members of the Executive other than the Commodore, by giving twenty-four hours notice of such meeting.

19.2 Three members of the Executive shall constitute a quorum.

20. Management Committee Meetings

20.1 A meeting of the Management Committee may be convened by any member of the Executive or by any two members of the Management Committee not being members of the Executive, by giving forty-eight hours notice of such meeting.

20.2 Two Executive Members and three Rear Commodores of the Management Committee shall constitute a quorum and if votes be equal the senior officer voting shall have a casting vote.

20.3 If a Rear Commodore of a Section is not available to attend a meeting of the Management Committee the Rear Commodore should appoint a member of the relevant Section Committee to attend as a proxy.

21. Section Committee Meetings

21.1 Section Committee Meetings shall be called by the Rear Commodore of each Section as often as shall be deemed appropriate by the rear Commodore, provided that any two members of any section may request the calling of a meeting of any Section Committee.

21.2 A quorum of a Section Committee shall consist of not less than two thirds of the members of that Section Committee at any particular time.

22 Committee and Sub-Committee Meetings (Other than Section Committees)

22.1 Committee Meetings and Sub-Committee Meetings other than Section Committee meetings shall be called by the Chairman of such committee or sub-committee as often as shall be deemed appropriate by the Chairman.

22.2 A quorum of a Committee or Sub-Committee shall consist of not less than two thirds of the members of that Committee or Sub-Committee at any particular time.

FINANCE

23 Income and Asset Replacement Fund

23.1 The income of the Club shall be applied solely towards the promotion of the objects of the Club. No portion shall be transferred or distributed directly or indirectly to the members of the Club, provided that nothing shall prevent the payment in good faith to a member as a bona fide compensation for services rendered or expenses incurred on behalf of the Club. Neither shall it prevent the remuneration to any officer or

employee of the Club or to any person in return for services rendered to the Club either contractually or otherwise.

- 23.2 The Club shall manage an Asset Replacement Fund for the purpose of providing for the replacement and refurbishment of items of the Club's assets in accordance with the Asset Management Plan referred to in Clause 11.3.(c).
- 23.3 It shall be the duty of the Executive Management Committee to manage the investment of funds in the Asset Replacement Fund.
- 23.4 Expenditure on all items of replacement or refurbishment not provided for in the Asset Management Plan, shall be the responsibility of the Executive Management Committee.
- 23.5 It shall be the duty of the Executive Management Committee in the first month following the Annual General Meeting, to pay into the Asset Replacement Fund such amounts as advised by the Hon. Treasurer, acknowledging any budgeted or planned operational, capital and investment programs of the Club.
- 23.6 Withdrawals from the Asset Replacement Fund shall only be for the required purposes as identified by the Asset Management Plan, or as necessary as a result of an asset of the Asset Management Plan failing prior to its planned replacement.
- 23.7 The Asset Management Plan should be updated annually recognising any variation in the value of the Club's assets.
- 23.8 The funds held in the Asset Replacement Fund shall be invested by the Executive Management Committee as prescribed by this constitution.

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24 Accounts

- 24.1 Accounts with financial institutions shall be in the name of the Hillarys Yacht Club (Inc.) and all drawings or electronic payments: shall be authorised by any two of the following:
- (a) The Commodore.
 - (b) The Vice Commodores
 - (c) The Honorary Treasurer.
 - (d) The General Manager.
- 24.2 Accounts for leases and rentals of pens, hard standing and other boat accommodation are payable in advance. Any such account which remains unpaid by the due date may incur a penalty in the form of a pro rata charge for short term accommodation, as set out in the Club's current pen and hard standing rental schedule, until payment is made.
- 24.3 Accounts for all functions, seminars and other special events are payable within seven days of the date of invoice.
- 24.4 All accounts rendered for other monies due are payable within thirty days of the date of invoice.

- 24.5 Any account other than for membership fees which remains unpaid for more than sixty days shall be presented to the Executive Management Committee, who may by notice in writing request payment of the outstanding amount within fourteen days together with any costs incurred by the Club. If such notice is not complied with the Executive Management Committee may at its discretion apply the same provisions as apply to the non-payment of membership fees.
- 24.6 Nothing contained within clause 24.5 in any way precludes the Club from taking legal action to recover the debt.
- 24.7 Fees, charges or other costs imposed upon the Club by statute and which relate to a previous contract or agreement between the Club and an individual member or members shall become due and payable by that member or those members.
- 24.8 The Club may at the discretion of the Executive Management Committee charge an interest fee to be equal to the Clubs current overdraft rate.

25. Section Funds

- 25.1 Section Committees and Divisions must remit all funds received to the Clubs appropriate officer for receipting and banking.

26. Contractual Liabilities

- 26.1 No goods shall be procured nor any liability incurred nor any contract entered into except:
- (i) upon an order signed by an officer or servant of the Club authorised to do so by the Executive Management Committee; or
 - (ii) under the Club's common seal as provided in Clause 28. No member of the Club shall pledge the Club's credit in any way whatsoever other than in strict conformity with this sub-clause, and if any member contravenes such rule, that member shall be solely responsible for the liability so incurred.
- 26.2 No Executive or Executive Management Committee may commit the Club to expenditure of a capital nature that is anticipated to be in excess of \$100,000, without the approval of a majority of members entitled to vote at a General Meeting.
- 26.2.1 For the avoidance of doubt, the value of the expenditure should be calculated on the total expected commitment including any associated costs necessary to realise the benefit of that contract (e.g. operating costs, repairs and decommissioning)
- 26.3 No Executive or Executive Management Committee may commit the Club to any form of contractual liability, other than the head lease and pen leases that is in excess of \$100,000, without the approval of a majority of members entitled to vote at a General Meeting.
- 26.3.1 For the avoidance of doubt, the value of the contractual liability should be calculated on the total contractual commitment over the life of the contract including any associated costs necessary to realise

the benefit of that contractual commitment (e.g. operating costs, repairs and decommissioning).

26.4 No Executive or Executive Management Committee may at any time commit the Club to any form of investment, other than with the Club's Banker/s without the approval of a majority of members entitled to vote at a General Meeting.

27. Auditor

27.1 A registered auditor shall be appointed by the Executive Management Committee at its meeting immediately prior to the Annual General Meeting and such appointee takes office at the Annual General Meeting.

27.2 If any casual vacancy occurs in the office of registered auditor, the Executive Management Committee shall fill the appointment until the next Annual General Meeting.

27.3 Every auditor shall have a list delivered to him of all books of account kept by the Club and shall at all reasonable times have access to the books of account and accounts of the Club.

27.4 The auditor shall furnish a report on the Clubs financial statements and affairs which shall be presented to the Annual General Meeting by the Honorary Treasurer.

27.5 Every duly appointed auditor not being a member shall be entitled to receive all notices of and other communications relating to any general meeting of the members and every auditor not being a member shall have a right to attend any such general meeting and to be heard on any business of the meeting that may concern them.

27.6 No officer, member or employee of the Club shall hinder, obstruct or delay the appointed auditor in the performance of his duties.

27.7 All correspondence from the auditor must be answered in writing.

27.8 The remuneration of the auditor shall be fixed by the Executive Management Committee.

27.9 No person who is appointed as auditor may be a candidate for election to the Executive or the Executive Management Committee nor remain a member of either such committee nor be appointed to fill any vacancy thereon.

28. Common Seal

28.1 The Common Seal of the Club engraved with the name of the Club shall be kept in the care of the General Manager.

28.2 The seal shall not be used or affixed to any deed or other document except pursuant to the resolution of the Executive Management Committee and in the presence of the Commodore and two members of the Executive Management Committee both of whom shall subscribe their names as witnesses.

28.3 The General Manager shall keep a proper and correct record of such instruments, deeds, mortgages, contracts and other documents to which the seal is affixed.

PROPERTY

29 Application Of

29.1 The property of the Club shall be applied solely towards the promotion of the objects of the Club. No portion of the property shall be transferred or distributed directly or indirectly to the members of the Club.

30.Damage to Club Property

30.1 Any member who shall destroy, damage or lose any Club property shall pay the full cost of replacement.

31.Removal of Club Property

31.1 A member shall not remove any Club property from the Club premises for any reason unless authorised to do so by the General Manager.

CONSTITUTION

32.Alterations to Constitution

32.1 No clause shall be amended or repealed nor shall any new clause be made except by special resolution passed at a General Meeting by a three quarters majority of the members present and entitled to vote.

32.2 No such special resolution shall be submitted to the meeting unless such special resolution has been proposed and seconded by two eligible financial members and submitted to the General Manager in writing at least forty-five days prior to the date of the meeting.

32.3 The General Manager shall notify all members in writing of any such special resolution at least one calendar month prior to the date of the meeting.

32.4 Within one month after the making of any amendment or alteration to the constitution the Executive Management Committee shall send or deliver to the Director of Liquor Licensing and to the appropriate government body, a full copy of the amendments or alterations in accordance with the requirements of the Associations Incorporation Act, 1987.

32.5 No amendment of or alteration to the Constitution shall take effect until lodged and accepted by the Director of Liquor Licensing and Department of Commerce in Western Australia.

33 Binding on Members

33.1 A person who accepts membership of the Club is deemed to have consented to, and shall be bound by, this Constitution and By-laws and related Club rules. Such persons shall accept decisions made in accordance with this Constitution and shall not be entitled to take formal legal action against the Club or any of its Officers because of anything done in accordance with this Constitution and By-laws or related Club rules.

34 Previous Constitution

34. All previous acts and appointments legal and valid under former Constitutions and By-laws, shall, subject to the Constitution and By-laws remain legal and valid.

35 Copy of Constitution

35.1 Members shall be provided with a copy of the Constitution and Rules and By-laws of the Club on request to the General Manager.

LICENSING

36 Liquor Control Act

36.1 So long as the Club is licensed under the Liquor Control Act the Executive Management Committee and all members shall at all times observe and obey the provisions of the Liquor Act and its amendments in so far as it affects the Club and such provisions shall be deemed to be included in the Constitution, Rules and By-laws of the Club.

37 Sale of Liquor

37.1 The supply or sale of liquor shall be at such times as to comply with the Liquor Control Act and no liquor shall be sold or supplied to any person whether a member or not under the age of eighteen years.

37.2 No payment or part payment of any officer or servant of the Club may be made by way of commission or allowance upon or out of money received from the sale of liquor.

37.3 Liquor may not be removed from the Club premises except by or on the instructions of the member to whom it is sold.

CLUB SYMBOLS

38 Club Colours

38.1 The Club Colours shall be blue (PMS281) and yellow (PMS109)

39 Club Flag, Burgee and Pennant

39.1 The Club Flag, Burgee and Identifying Pennant shall be blue with a yellow cross and the letter 'H' in yellow superimposed in the top left quadrant.

DISSOLUTION

40 Method Of

40.1 The Club may be dissolved by special resolution of seventy-five percent of the members present at a Special General Meeting called for that purpose provided not less than one month's notice of any such proposal

has been given to all members and provided that seventy-five percent of members are present at the meeting.

41 Disbursement of Assets

41.1 Members who have donated property to the Club and who have specifically requested in writing at the time of donating that such property be returned to them should the Club be dissolved, shall be entitled to the return of such property immediately after dissolution has taken place.

41.2 If a resolution for dissolution of the Club is duly passed and there remain after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed amongst the members of the Club but shall be given or transferred to another association incorporated under the Act having similar objects to those of the Club and which prohibit the distribution of its or their income or property among its or their members or charitable purposes decided upon by the members of the Club at or before the time of dissolution or winding up or in default thereof or if and insofar as effect cannot be given to such determination then such distribution shall be determined by a Judge of the Supreme Court of Western Australia.