



**CONSOLIDATED STATEMENT OF
PURPOSES AND RULES
OF
LAKES ENTRANCE GOLF CLUB
INCORPORATED**

Incorporated under the
Associations Incorporation Reform Act 2012 (VIC)

ADOPTED 23rd May 2022

Date of adoption	23/05/2022
Date of registration by <i>Registrar</i>	25/05/2022

1. INTRODUCTORY PROVISIONS.....	4
1.1. DEFINITIONS	4
1.2. NAME	5
1.3. ASSOCIATIONS INCORPORATION REFORM ACT 2012.....	5
1.4. INTERPRETATION.....	5
2. PURPOSES AND POWERS	5
2.1. PURPOSES.....	5
2.2. POWERS	6
3. MEMBERSHIP	6
3.1. CLASSES OF MEMBERSHIP.....	6
3.2. SUBSCRIPTION FEES AND LEVIES	8
3.3. APPLICATION FOR MEMBERSHIP	9
3.4. ADMISSION AND NON APPROVAL OF NEW MEMBERS	9
3.5. REGISTER OF MEMBERS	9
3.6. USE OF INFORMATION ON REGISTER OF MEMBERS	10
4. RESIGNATION, DISCIPLINE, APPEALS AND GRIEVANCES.....	10
4.1. RESIGNATION OF A MEMBER	10
4.2. DISCIPLINARY PROCEDURE	10
4.3. APPEAL AGAINST TERMINATION OR SUSPENSION OF MEMBERSHIP	11
4.4. APPEALS PANEL TO DECIDE APPEAL	11
4.5. GRIEVANCE PROCEDURE	12
5. THE COMMITTEE, SUBCOMMITTEES AND DELEGATION	13
5.1. MEMBERSHIP OF COMMITTEE	13
5.2. TERMS OF OFFICE	13
5.3. FUNCTIONS OF COMMITTEE	14
5.4. DELEGATION	14
5.5. APPOINTMENT OF SUBCOMMITTEES	14
6. ELECTION, APPOINTMENT AND VACANCIES ON THE COMMITTEE.....	15
6.1. ELECTING THE COMMITTEE AT ANNUAL GENERAL MEETING	15
6.2. RESIGNATION, REMOVAL OR VACATION OF OFFICE OF COMMITTEE MEMBER	16
6.3. VACANCIES ON COMMITTEE	17
7. MEETINGS OF THE COMMITTEE	17
7.1. COMMITTEE MEETINGS	17
7.2. MINUTES OF COMMITTEE MEETINGS	17
7.3. QUORUM FOR, AND ADJOURNMENT OF, COMMITTEE MEETING	18
7.4. RESOLUTIONS OF THE COMMITTEE WITHOUT MEETING	18
7.5. REGISTER OF COMMITTEE MEMBERS’ INTERESTS	18
8. MEETINGS OF MEMBERS	19
8.1. ANNUAL GENERAL MEETINGS	19
8.2. GENERAL MEETINGS	19
8.3. NOTICE OF GENERAL MEETINGS	20
8.4. QUORUM FOR, AND ADJOURNMENT OF, GENERAL MEETINGS.....	20
8.5. PROCEDURE AT GENERAL MEETINGS.....	21
8.6. VOTING AT GENERAL MEETINGS.....	21
8.7. MINUTES OF GENERAL MEETINGS	22
9. SECRETARY	23
9.1. SECRETARY	23

- 10. FINANCE..... 23**
 - 10.1. FUNDS AND ACCOUNTS 23
 - 10.2. FINANCIAL RECORDS 24
 - 10.3. FINANCIAL STATEMENTS 24
 - 10.4. GENERAL FINANCIAL MATTERS 25
 - 10.5. FINANCIAL YEAR 25
- 11. DOCUMENTS AND LEGAL 25**
 - 11.1. DOCUMENTS 25
 - 11.2. ALTERATION OF CONSTITUTION 25
 - 11.3. BYLAWS..... 26
 - 11.4. COMMON SEAL..... 26
 - 11.5. REGISTERED ADDRESS 26
 - 11.6. LIABILITY AND INDEMNITY 26
 - 11.7. INSURANCE..... 26
- 12. WINDING UP..... 27**
 - 12.1. SURPLUS ASSETS ON WINDING UP 27

1. Introductory provisions

1.1. Definitions

1.1.1. In this *Constitution*:

- a. **Act** means the *Associations Incorporation Reform Act 2012 (VIC)* as modified and amended from time to time and includes any regulations made under that *Act* and any exemption or modification to that *Act* applying to the *Association*;
- b. **Association** means LAKES ENTRANCE GOLF CLUB, the incorporated *Association* to which this *Constitution* applies;
- c. **Committee** means *Committee* of management of the *Association*, as defined in the *Act*;
- d. **bylaws** means the *bylaws* of the *Association*;
- e. **by lot** means making a determination or choice by lottery. For example, this might include conducting a draw at random;
- f. **casual vacancy**, on the *Committee*, means a vacancy that occurs when a *Committee member* resigns, dies or otherwise stops holding office;
- g. **Constitution** means rules as defined in the *Act*;
- h. **general meeting** means a meeting of the *Association's* eligible voting *members* and includes all *general meetings* (annual *general meetings*, *general meetings*, special *general meetings* and extraordinary *general meetings*) called at the direction of the *Committee* under clause 8.2.1.a and on the request of *members* under clause 8.2.1.b;
- i. **majority** means more than half of all eligible voting *members present* and voting at a *Committee* meeting or a *general meeting*;
- j. **member** means a person who has been duly accepted as such by the *Committee* in accordance with this *Constitution* and who has paid any fees and levies due to the *Association*;
- k. **present** means:
 - i at a *Committee* meeting, see clause 7.1.3; or
 - ii at a *general meeting*, see clause 8.5.2.
- l. **Registrar** means the *Registrar* of incorporated associations in Victoria;
- m. **signed** means agreed *in writing*;
- n. **special resolution** means a resolution that is passed at a *general meeting* by the votes of at least 75% of the *members* who are *present* and voting;
- o. **surplus assets** means the assets and property after payment of the debts and liabilities remaining on a winding-up of the incorporated *Association* and the costs, charges and expenses of the winding-up;
- p. **subscription fee** means a fee payable to the *Association* for the receipt of membership rights and privileges;

- q. **written / in writing** means, unless the contrary intention appears, all forms of visible words, including printed, hard copy or electronic formats;
- r. **secretary** means, the person who is referred to in 9.1.

1.1.2. Words importing the singular include the plural where context requires or permits.

1.2. Name

1.2.1. The name of the incorporated *Association* is LAKES ENTRANCE GOLF CLUB INCORPORATED.

1.3. Associations Incorporation Reform Act 2012

1.3.1. In this *Constitution*, unless the context requires otherwise, a word or expression has, in a provision of this *Constitution* that deals with a matter dealt with by a particular provision of the *Act*, the same meaning as in that provision of the *Act*.

1.4. Interpretation

1.4.1. The *Committee* has authority to interpret the meaning of this *Constitution* and any matter relating to the *Association* on which this *Constitution* is silent, but any interpretation must have regard to the *Act*, including any regulation made under the *Act*.

2. Purposes and powers

2.1. Purposes

2.1.1. The purposes of the *Association* are to:

- a. foster, encourage, promote, support and manage the game of golf;
- b. abide by the rules regulating the conduct of golf;
- c. foster a safe, fair and inclusive environment and encourage a sense of community spirit and social interaction amongst *members* and visitors;
- d. ensure that all *members* receive equal treatment and access;
- e. establish and maintain facilities and amenities for the benefit, social comfort and advancement of golf, the *Association*, the golf course and its *members* and visitors;
- f. affiliate with Golf Australia, Golf Victoria, Golf East Gippsland and such other bodies as the *Association* deems fit;
- g. adopt and abide by the provisions of the Golf Australia Member Protection Policy;
- h. ensure environmental considerations and the public interest are taken into account in all golf and related activities conducted by the *Association*;
- i. do such things as are incidental or conducive to the attainment of any or all of these purposes.

2.2. Powers

- 2.2.1. Subject to the *Act*, the *Association* has power to do all things incidental or conducive to achieve its purposes.
- 2.2.2. Without limiting clause 2.2.1, the *Association* may:
- a. not without the sanction of a *general meeting* of the *Association* acquire, hold and dispose of real or personal property up to the value of \$50,000;
 - b. open and operate accounts with financial institutions;
 - c. invest its money in any security in which trust monies may lawfully be invested;
 - d. raise and borrow money on any terms and in any manner as it thinks fit;
 - e. secure the repayment of money raised or borrowed, or the payment of a debt or liability;
 - f. appoint agents to transact business on its behalf;
 - g. enter into any other contract it considers necessary or desirable;
 - h. not without the sanction of a *general meeting* of the *Association* enter into arrangements of capital expenditure, in excess of \$100,000, or any part or portion of works where the total of such completed works would exceed such sum.
- 2.2.3. The *Association* may only exercise its powers and use its income and assets (including any surplus) for its purposes.

3. Membership

3.1. Classes of membership

- 3.1.1. All *members* must support the purposes of the *Association* in accordance with clause 2.1.
- 3.1.2. The membership of the *Association* consists of the following classes:
- a. **Unrestricted Members**
 - i. **Full Member** - Any person aged at least 18 years may apply to be approved as a *Full member* in accordance with this *Constitution*.
 - ii. **Veteran Member** - Any *member* who has had a cumulative period of Full membership of fifteen years and is 65 years and over, shall qualify for Veteran membership. The *members* veteran status will apply upon confirmation by the *Committee* and will come into effect in the following financial year.
 - iii. **Life Member** - All unrestricted *members* are eligible for election to life membership status. *Life members* shall be relieved of payment of all annual subscription, but shall not be relieved of any further fees or any payment of services provided.

There shall be no more than 4 life *members* at any one time.

- a) Process – Any 2 unrestricted *members* may nominate any unrestricted *member* for life membership; the nomination must include a detailed summary of the nominated *members*’ extraordinary contribution to the *Association*.

The Nomination (accompanied by any relevant documentation) must be lodged with the *secretary* no later than 2 calendar months before the date of a *general meeting* (usually the Annual *general meeting*).

The *Committee* by resolution will determine whether to support the nomination.

If the *Committee* supports the nomination, Life Membership will be determined by a majority of 75% of the unrestricted *members* voting at a *general meeting*.

If the nomination is not supported by the *Committee* there will be no right of appeal under this clause.

- b) Guidelines to assist any nominations for Life Membership appear in the *bylaws*.
- iv **Staff Member** – This includes any permanent employee of the *Association*. The period of time of such Staff membership shall be the duration of employment, eligible to win honour board events and monthly medals, but is not eligible to vote or nominate for the *Committee*.
- v **Intermediate Member** - Any person between the ages of 19 to 40 years at the commencement of the financial year in respect of which the subscription is payable shall be eligible to apply to become an Intermediate *member* in accordance with this *Constitution*.
- vi **Junior Member** - Any person under the age of 18 years at the commencement of the financial year in respect of which the subscription is payable shall be eligible to apply to become a Junior *member* in accordance with this *Constitution*, Junior members are not eligible to vote or nominate for the *Committee* until reaching the age of 18years.
- b. Restricted Members**
- i Restricted *members* are ineligible to vote, or be elected to the *Committee* or win honour board events, other special events or monthly medals.
- ii **Country Member** - Any *member* of an affiliated Golf Club who resides more than 65 kilometres radius from the Lakes Entrance Club House and wishes to keep the affiliated club as their home club shall be eligible to apply to be approved as a Country *member* in accordance with this *Constitution*.

- iii **Regional Member** - A person who resides more than 100 kilometres from the Lakes Entrance Club House, and not a *member* of another affiliated club shall be eligible to apply to be approved as a *Regional member*.
- iv **4 Day Member** – Membership consists of full playing rights confined to 4 days each week, Monday, Tuesday, Friday and Sunday (unless there is a designated event or closures deemed necessary by the *Committee* on any of those days).
- v **Handicap Only Member** – Whereby the club only administers a player’s handicap for competition purposes and has no playing rights.
- vi **Other limited categories of membership** may be established as determined by the *Committee* from time to time.

3.2. Subscription fees and levies

- 3.2.1. The *subscription fees* for each class of membership, other than life membership, are:
 - a. the amounts decided by the *Committee*; and
 - b. payable when, and in the way, the *Committee* decides.
- 3.2.2. New *members* in all categories, if approved on joining the *Association*, shall pay pro-rata on a monthly basis from the first day of the appropriate month.
- 3.2.3. If the *Committee* resolution involves an increase of more than 15% in the subscriptions for any one or more categories of membership then:
 - a. The *members* assembled at the Annual *general meeting* shall be required to vote on the ratification of the increase in the subscriptions for each of the categories that have been increased by more than 15%.
 - b. If the *members* assembled at the Annual *general meeting* of the *Association* fail to ratify the *Committee*’s resolution in respect of the subscriptions for any particular category of Membership, then the *members* at the Annual *general meeting* shall by *majority* vote determine the relevant subscription for the current financial year but shall be no less than the previous year’s subscription.
 - c. If the subscriptions determined in accordance with the previous rule b, are less than the subscriptions determined by the *Committee* in rule 3.2.1 then the excess subscriptions paid by the *members* shall be credited to the *members*’ subscription for the following year.
- 3.2.4. The *Committee* may at any time impose a levy upon all or any *members* of any amount and upon such payment terms as the *Committee* may see fit subject to ratification by the Unrestricted *members* at a *general meeting*.
- 3.2.5. A *member* who fails to pay any *subscription fee*, other fee or levy within one month after the due date may be liable to pay interest calculated based on the amount due, at a rate determined by the *Committee* from time to time.

- 3.2.6. A *member* who has any *subscription fee*, other fee or levy in arrears for a period of two months may have their membership terminated or suspended.
- 3.2.7. A *member* who has their membership terminated or suspended under clause 3.2.6 continues to be liable to pay any unpaid *subscription fee*, other fee or levy.

3.3. Application for membership

- 3.3.1. An application for membership must be:
 - a. *in writing*; and
 - b. in the form prescribed by the *Committee*.
- 3.3.2. A membership application must be lodged with the *secretary*, who shall display a copy of the application for a period of not less than 14 days on the notice board set aside for such purpose for the information of *Members*.
- 3.3.3. Payment of the prescribed fee, will entitle the prospective *member* with full playing rights of that membership category up to time of the next *Committee* meeting.
- 3.3.4. Any Unrestricted *member* has the right to lodge an objection with the *secretary* stating why a prospective *member* should not be approved for membership for consideration by the *Committee*.

3.4. Admission and non approval of new members

- 3.4.1. The *Committee* must consider an application for membership at the next *Committee* meeting held after it receives the application for membership.
- 3.4.2. The *Committee* must decide at the meeting, in its absolute discretion, whether to accept or not approve the application.
- 3.4.3. If the *Committee* decides to not approve an application, the *secretary* must, as soon as possible, give the applicant notice of the decision in a manner determined by the *Committee* and refund any fees paid in advance.
- 3.4.4. The *secretary* shall promptly forward to every admitted applicant an account for payment or a receipt for *subscription fees* and will enter the name and address of the new *member*, and the date of becoming a *member*, in the register of *members*.
- 3.4.5. An applicant whose application for membership has not been approved has no right of appeal against their non approval under this clause.

3.5. Register of members

- 3.5.1. The *secretary* must keep and maintain a register of *members* of the *Association*.
- 3.5.2. The register must include the following particulars for each current *member*:
 - a. the full name of the *member*;
 - b. the postal or residential address of the *member*;
 - c. the email address of the *member*;

- d. the date of admission as a *member*;
 - e. details about the termination or reinstatement of membership;
 - f. next of kin/ emergency contact details;
 - g. any other particulars determined by the *Committee*.
- 3.5.3. The register must include the date of ceasing to be a *member* for each former *member*.
- 3.5.4. Subject to the *Act*, confidentiality considerations and privacy laws, a *member* may at a reasonable time and free of charge inspect the register of *members*.

3.6. Use of information on register of members

- 3.6.1. Subject to the *Act*, confidentiality considerations and privacy laws, the register of *members* may be used solely to further the purposes of the *Association*, as the *Committee* considers appropriate.

4. Resignation, discipline, appeals and grievances

4.1. Resignation of a member

- 4.1.1. A *member* may resign from the *Association* by giving a *written* notice of resignation to the *secretary*.
- 4.1.2. The resignation takes effect at:
- a. the time the notice is received by the *secretary*; or
 - b. if a later time is stated in the notice, the later time.

4.2. Disciplinary procedure

- 4.2.1. The *Committee* may take action to terminate or suspend a *member's* membership if it is determined that the *member* has:
- a. breached, failed, refused or neglected to comply with a provision of this *Constitution*, the *Association's bylaws* or any resolution or determination of the *Committee* or any duly authorised subcommittee;
 - b. acted in a manner unbecoming of a *member*, or prejudicial to the character and interests of the *Association*; and/or
 - c. brought themselves, the *Association*, any other *member* or the sport into disrepute;
 - d. have subscription fees in arrears for at least two months under clause 3.2.6.
- 4.2.2. If the *Committee* decides to terminate or suspend a *member's* membership, the *secretary* must, within seven days after the decision, give the *member written* notice:
- a. setting out the decision of this *Constitution* and the grounds on which it is based;

- b. stating that the *member* may address the *Committee* at a meeting to be held not earlier than seven days and not later than 28 days after the service of the notice;
 - c. stating the date, place and time of that meeting;
 - d. informing the *member* that they may do either or both of the following:
 - i attend and speak at that meeting;
 - ii submit to the *Committee* at or before the date of that meeting *written* representations relating to the decision;
 - e. setting out the *member's* appeal rights under clauses 4.3 and 4.4.
- 4.2.3.** Before the *Committee* terminates or suspends a *member's* membership, the *Committee* must:
- a. give the *member* a full and fair opportunity to make verbal representations at a meeting as stated in clause 4.2.2.b;
 - b. give due consideration to any *written* representations submitted to the *Committee* by the *member* at or before the meeting stated in clause 4.2.2.b.
- 4.2.4.** If, after considering all representations made by the *member*, the *Committee* decides by resolution to terminate or suspend the membership, the *secretary* must, within seven days of the meeting mentioned in clause 4.2.2.b, give the *member* a *written* notice of the decision.

4.3. Appeal against termination or suspension of membership

- 4.3.1.** A *member* whose membership has been terminated or suspended may give the *secretary* *written* notice of their intention to appeal against the decision.
- 4.3.2.** A notice of intention to appeal must be given to the *secretary* within seven days after the *member* receives *written* notice of the decision.
- 4.3.3.** Within seven days of the *secretary* receiving a notice of intention to appeal, an appeals panel shall be formed with at least three people, other than *Committee* members.

4.4. Appeals panel to decide appeal

- 4.4.1.** The appeals panel must hold the appeal meeting within 28 days after the *secretary* receives the notice of intention to appeal.
- 4.4.2.** At the meeting, the *member* must be given a full and fair opportunity to show why the membership should not be terminated or suspended.
- 4.4.3.** Also, the *Committee* must be given a full and fair opportunity to show why the membership should be terminated or suspended.
- 4.4.4.** An appeal must be decided by a *majority* vote of the *members* of the appeals panel.

- 4.4.5.** Where a decision of the *Committee* to terminate or suspend a *member's* membership is set aside by the appeals panel, the membership shall be reinstated to the *member's* former level of membership.
- 4.4.6.** Where a decision to terminate a *member's* membership is upheld by the appeals panel the remainder of the *member's* fees will be reimbursed at the appropriate pro-rata rate as determined by the *Committee*.

4.5. Grievance procedure

- 4.5.1.** This grievance procedure applies to disputes between:
- a.** a *member* and another *member*; or
 - b.** a *member* and the *Committee*; or
 - c.** a *member* and the *Association*.
- 4.5.2.** This procedure does not apply to any appeal by a *member* against a decision made in accordance with the disciplinary procedure outlined in clause 4.2.
- 4.5.3.** A *member* must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.
- 4.5.4.** The parties to a dispute may attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.
- 4.5.5.** If the parties to a dispute are unable to resolve the dispute between themselves within 14 days, the parties may within a further ten days:
- a.** notify the *Committee* of the dispute; and
 - b.** agree to or request the appointment of a mediator; and
 - c.** attempt in good faith to settle the dispute by mediation.
- 4.5.6.** The mediator may be:
- a.** a person chosen by agreement between the parties; or
 - b.** in the absence of agreement;
 - i** if the dispute is between a member and another member, a person appointed by the *Committee*;
 - ii** if the dispute is between a member and the *Committee* or the *Association*, a person appointed or employed by the Dispute Settlement Centre of Victoria.
- 4.5.7.** A mediator appointed by the *Committee* may be a *member* or former *member* of the *Association* but in any case, must not be a person who:
- a.** has a personal interest in the dispute; or
 - b.** is biased against, or in favour of, any party.
- 4.5.8.** The mediator to the dispute, in conducting the mediation, must:
- a.** give each party every opportunity to be heard; and

- b. allow due consideration by all parties of any *written* statement submitted by any party; and
 - c. ensure that natural justice is accorded to the parties throughout the mediation process.
- 4.5.9.** The mediator must not determine the dispute.
- 4.5.10.** If the mediation process does not resolve the dispute, the *Committee* may take whatever steps it considers appropriate in the best interests of the *Association* and the *members* concerned.
- 4.5.11.** Neither party is entitled to be represented by a legal practitioner at mediation.
- 4.5.12.** The *Committee* may prescribe additional grievance procedures, which are consistent with this *Constitution*, in the *Association's bylaws*.

5. The Committee, subcommittees and delegation

5.1. Membership of the Committee

- 5.1.1.** The *Committee* shall comprise SEVEN *members*, each of whom must be at least 18 years of age.
- 5.1.2.** The *Committee* comprises the following positions:
- a. president;
 - b. vice president;
 - c. treasurer;
 - d. captain;
 - e. 3 *members* of the *Committee*
- 5.1.3.** A *Committee member* must exercise their powers and discharge their duties in good faith, in the best interests of the *Association* for proper purpose and with a degree of care and diligence that a reasonable person would exercise in the circumstances.

5.2. Terms of office

- 5.2.1.** The term of office for *Committee members* is 2 years.
- 5.2.2.** *Committee members* shall remain in office from the conclusion of the annual *general meeting* at which they were elected until the second annual *general meeting* following their election, but are eligible, on nomination, for re-election.
- 5.2.3.** The *Committee* shall have the power to determine the sequence of retirements for *Committee members* to ensure rotational terms, whereby approximately one half of the *Committee members* retire in each year, i.e. 1st year president, treasurer and 1 *Committee member* retire, the next alternate year the vice president, captain and 2 *Committee members* retire.

5.3. Functions of the Committee

- 5.3.1.** The business of the *Association* is to be managed by or under the direction of the *Committee*.
- 5.3.2.** The *Committee* must take all reasonable steps to ensure that the *Association* complies with its obligations under the *Act* and this *Constitution*.
- 5.3.3.** Subject to this *Constitution*, the *Committee* has the control and management of the administration of the affairs, property and funds of the *Association*.
- 5.3.4.** The *Committee* may exercise all the powers of the *Association* except any powers that the *Act* or this *Constitution* requires the *Association* to exercise at a *general meeting*.
- 5.3.5.** The *Committee* has power to enforce the observance of all clauses in this *Constitution* and any *bylaws* made by the *Committee*.

5.4. Delegation

- 5.4.1.** The *Committee* may delegate any of its powers and authorities, duties and functions to any person or to any subcommittee except:
 - a.** the power to delegate; and
 - b.** a function that is a duty imposed on the *Committee* by the *Act* or by any other law.
- 5.4.2.** Despite any delegation under this clause, the *Committee* may continue to exercise all its functions, including any function that has been delegated and remains accountable for the exercise of those functions at all times.

5.5. Appointment of subcommittees

- 5.5.1.** The *Committee* may create and dissolve any subcommittee, considered appropriate by the *Committee* to help with the conduct of the *Association's* operations.
- 5.5.2.** Subcommittees shall have such powers and duties as the *Committee* shall confer on them, or which the *Committee* shall delegate to them.
- 5.5.3.** A subcommittee may meet and adjourn as it considers appropriate, or as directed by the *Committee*.
- 5.5.4.** Subject to the *Committee's* absolute control and supervision, each subcommittee of the *Association* may manage its own affairs but must make regular reports to the *Committee* (or otherwise as the *Committee* may require from time to time).
- 5.5.5.** A subcommittee of the *Association* must in the exercise of those powers delegated to it, conform to any regulation or restriction that the *Committee* may impose upon it from time to time. The president may by virtue of their office be an *ex-officio member* of any subcommittee.

6. Election, appointment and vacancies on the Committee

6.1. Electing the Committee at an annual general meeting

6.1.1. A *Committee member* may only be elected as follows:

- a.** the *secretary* calls for nominations for *Committee* positions at least 28 days before the *general meeting* at which the election is to be held;
- b.** nominations must be made *in writing* on the prescribed form, *signed* by two unrestricted *Members* and accompanied by the *written* consent of the candidate (which may be endorsed on the form of nomination), that the candidate will serve should they be elected; and delivered to the *secretary* not later than twenty one (21) days before the holding of the next Annual *general meeting*.
- c.** a list of the candidates' names will be displayed on the notice board with the names of the *members* who nominated each candidate, must be open for inspection by *members* of the *Association* for at least fourteen (14) days immediately preceding the *general meeting*.
- d.** in the event that the number of nominations received exceeds the number of vacancies to be filled, the *Committee* shall cause the *secretary* to conduct a secret ballot for the election of *Committee members*.
- e.** only those *members* eligible to vote in accordance with this *Constitution* shall participate in the ballot.
- f.** votes shall be cast at the registered office of the *Association* by personal attendance, during fourteen clear days preceding the Annual *general meeting*.
- g.** the votes shall be counted on the day of the Annual *general meeting* by the *secretary* and two scrutineers appointed for the purpose.
- h.** the result of the secret ballot shall be reported by the *secretary* only at the Annual *general meeting*, thereby announcing the total number of votes cast, those votes received by each candidate, and the declaration of the poll.
- i.** if there is only one candidate for a vacant *Committee* position, the candidate is declared elected;
- j.** if, at the start of the *general meeting*, there are no candidates nominated for any vacant *Committee* position, nominations for that position may be taken from the floor of the meeting;
- k.** if there are no nominations from the floor, the continuing *members* of the *Committee* may appoint another *member* of the *Association* to fill the vacancy for the remainder of the term for that position.

6.1.2. A person may be a candidate only if the person:

- a.** is at least 18 years of age; and
- b.** is eligible to be elected as a *Committee member* under the *Act*; and is a Unrestricted *Member*

6.2. Resignation, removal or vacation of office of a Committee member

- 6.2.1.** A *Committee member* may resign from the *Committee* by giving *written* notice of resignation to the *secretary*.
- 6.2.2.** The resignation takes effect at:
- a.** the time the notice is received by the *secretary*; or
 - b.** if a later time is stated in the notice, the later time.
- 6.2.3.** A *Committee member* may be removed from office by a *special resolution* carried at a *general meeting*.
- 6.2.4.** Before a vote is taken about removing the *member* from office, the *member* must be given a full and fair opportunity to show cause why they should not be removed from office.
- 6.2.5.** The office of a *Committee member* may be vacated, and a *casual vacancy* thereby created, if that person:
- a.** dies; or
 - b.** becomes insolvent under administration; or
 - c.** becomes a represented person (within the meaning of the *Guardianship and Administration Act 1986*); or
 - d.** becomes disqualified from managing a corporation; or
 - e.** fails to disclose the nature of any material personal interest in a matter that relates to the affairs of the *Association*; or
 - f.** becomes of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
 - g.** is absent from three consecutive *Committee* meetings without leave of the *Committee*; or
 - h.** becomes an employee of the *Association*; or
 - i.** is convicted of an indictable offence or is made bankrupt; or
 - j.** does not agree to undergo a criminal history check or is disqualified as a result of such a check; or
 - k.** does not otherwise comply with the requirements of this *Constitution* or the *Act*.
- 6.2.6.** A *Committee member* has no right of appeal against their removal from office under this clause.
- 6.2.7.** Any *Committee member* who has their membership of the *Association* terminated or suspended may not return to the office vacated by them for the remainder of the term for that position.
- 6.2.8.** Clause 6.2.7 does not apply in the case of any decision of the *Committee* to terminate or suspend a *member's* membership, which is subsequently set aside by the appeals panel.

6.3. Vacancies on the Committee

- 6.3.1.** If a *casual vacancy* occurs on the *Committee*, the continuing *members* of the *Committee* may appoint another *member* of the *Association* to fill the vacancy for the remainder of the term for that position.
- 6.3.2.** If the number of *Committee members* is less than the number fixed under clause 7.3.1 as a quorum of the *Committee*, the continuing *members* of the *Committee* may act only to:
 - a.** increase the number of *Committee members* to the number required for a quorum; or
 - b.** call a *general meeting* of the *Association*.

7. Meetings of the Committee

7.1. Committee meetings

- 7.1.1.** The *Committee* may meet for the transaction of business, call, adjourn and otherwise regulate its meetings as it thinks fit, provided that the *Committee* will meet at least once every month.
- 7.1.2.** The *Committee* may hold meetings or permit a *Committee member* to take part in its meetings, by using any technology that reasonably allows the *member* to hear and take part in discussions as they happen.
- 7.1.3.** A *Committee member* who participates in the meeting as mentioned in clause 7.1.2 is taken to be *present* at the meeting.
- 7.1.4.** A question arising at a *Committee* meeting is to be decided by a *majority* vote of *Committee members present* and voting at the meeting and, in the event of any equality of votes on any question, the *Committee member* presiding may exercise a second or casting vote.
- 7.1.5.** The president is to preside as chairperson at *Committee* meetings.
- 7.1.6.** If there is no president or if the president is not *present* within 30 minutes after the time fixed for a *Committee* meeting, then the vice president shall preside if *present*, otherwise the *present Committee members* may choose one of their number to preside as chairperson at the meeting.

7.2. Minutes of Committee meetings

- 7.2.1.** The *secretary* must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each *Committee* meeting are entered in a minute book, which may be in electronic format.
- 7.2.2.** The minutes must record the following:
 - a.** the names of the *members* in attendance at the meeting;
 - b.** the business considered at the meeting;
 - c.** any resolution on which a vote is taken and the result of the vote;
 - d.** any material personal interest disclosed under clause 7.5.2.

- 7.2.3. To ensure the accuracy of the minutes, the minutes of each *Committee* meeting must be *signed* by the chairperson of the next meeting, verifying their accuracy after a motion of acceptance by those present.
- 7.2.4. Minutes of *Committee* meetings are not available for inspection, other than by *Committee members*, unless requested *in writing* by an Unrestricted *member*.

7.3. Quorum for, and adjournment of, a Committee meeting

- 7.3.1. At a *Committee* meeting, 4 or more of the *members* elected to the *Committee* as at the close of the last annual *general meeting* of the *members* form a quorum.
- 7.3.2. If there is no quorum within 30 minutes after the time fixed for a *Committee* meeting:
 - a. the meeting is to be adjourned; and
 - b. the *members* of the *Committee* who are *present* are to decide the day, time and place of the adjourned meeting.

7.4. Resolutions of the Committee without meeting

- 7.4.1. The *Committee* may pass a resolution without a meeting of the *Committee* being held if a *majority* of the *Committee members* entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution will be as valid and effectual as if it had been passed at a meeting of the *Committee* duly called and held.
- 7.4.2. Such a resolution may be validly transmitted and agreed *in writing* electronically.
- 7.4.3. A resolution mentioned in clause 7.4.1 may consist of several documents in like form, each agreed *in writing* by one or more *Committee members*.

7.5. Register of Committee members' interests

- 7.5.1. The *Committee* shall cause to be kept and updated from time to time a register of declared interests of *Committee members*.
- 7.5.2. If a *Committee member* has a material personal interest in a matter that relates to the affairs of the *Association*:
 - a. The *Committee member* must declare the interest;
 - b. The *Committee member* must not vote on matters that relate to the interest and, if the *member* does vote, the *member's* vote must not be counted;
 - c. the *Association* cannot avoid the transaction merely because of the existence of the interest;
 - d. the interest must be recorded in the minutes of the *Committee* meeting at which the disclosure is made and also in the register of declared interests of *Committee members*.

- 7.5.3.** Clause 7.5.2 does not apply to a material personal interest:
- a.** that exists only because the *member* belongs to a class of persons for whose benefit the *Association* is established; or
 - b.** that the *member* has in common with all, or a substantial proportion of, the *members* of the *Association*.

8. Meetings of members

8.1. Annual general meetings

- 8.1.1.** The *Association's* annual *general meeting* must be held:
- a.** at least once each year; and
 - b.** before the end of November of that Year: or;
 - c.** within any later time that may be allowed or prescribed under Section 63(2)(b) of the *Act*.
- 8.1.2.** The following business must be conducted at each annual *general meeting* of the *Association*:
- a.** receiving and considering:
 - i** the annual report of the *Committee*; and
 - ii** on the activities of the *Association* during the preceding financial year; and
 - iii** the financial statements of the *Association* for the preceding financial year submitted by the *Committee* in accordance with Part 7 of the *Act*.
 - b.** electing *Committee members*;
 - c.** appointing an auditor for the *present* financial year;
 - d.** any other business, as determined by the *Committee*.

8.2. General meetings

- 8.2.1.** The *secretary* as defined in clause 9.1 must call a *general meeting* by giving each *member* of the *Association* *written* notice of the meeting within 14 days after:
- a.** being directed to call the meeting by the *Committee*; or
 - b.** being given a *written* request *signed* by at least 10% of the number of *members* of the *Association* who are entitled to vote at *general meetings* when the request is *signed*.
- 8.2.2.** A request mentioned in clause 8.2.1 must state any proposed motion to be considered at the *general meeting*.
- 8.2.3.** Separate copies of a document setting out the request may be used for signing by *members* if the wording of the request is identical in each copy.
- 8.2.4.** A *general meeting* must be held within 28 days after the *secretary* is directed or requested to call the meeting as mentioned in clause 8.2.1.

- 8.2.5.** If the *secretary* or president does not within 28 days from the date of receipt of the request mentioned in clause 8.2.1.b duly proceed to call the meeting, the *members* who made the initial request (or any of them) may themselves call and arrange to hold the meeting.
- 8.2.6.** Any meeting called by the *members* must be called in the same manner as that in which meetings are called by the *Committee*, and must be held not later than twenty eighty (28) days from the date of receipt of the request mentioned in clause 8.2.1.b.
- 8.2.7.** Use of technology at *general meetings*
- a.** a *general meeting* may be held at 2 or more venues using any technology approved by the *Committee* that gives each *Association's members* a reasonable opportunity to participate, and
 - b.** a *member* of the *Association* who participates in a *general meeting* using that technology is taken to be *present* at the meeting and, if the *member* votes at the meeting, is taken to be voted in person.

8.3. Notice of general meetings

- 8.3.1.** The *secretary* must give *written* notice of any *general meeting* to each *member* of the *Association* at least 21 days before the date of the *general meeting*.
- 8.3.2.** Notice of a *general meeting* must state the business to be conducted at the meeting and must specify the date, time and place for the meeting, provided further that if the business to be conducted at a *general meeting* includes consideration of a proposed *special resolution*, the notice must state in full the wording of the proposed *special resolution*.

8.4. Quorum for, and adjournment of, general meetings

- 8.4.1.** The quorum for an annual *general meeting* and for a *general meeting* called at the direction of the *Committee* or on the request of *members* under clause 8.2.1 is at least 10% of the *Association's Unrestricted members* who are entitled to vote at *general meetings*.
- 8.4.2.** No business may be conducted at a *general meeting* unless there is a quorum of *members* when the meeting proceeds to business.
- 8.4.3.** If the required quorum is not *present* within 30 minutes from the time fixed for a *general meeting*, the meeting:
- a.** if called upon the request of *members* under clause 8.2.1.b, lapses; or
 - b.** in any other case will be adjourned to either the same day in the next week at the same time and at the same place or to any other date, time or place which the *Committee* specifies.
- 8.4.4.** If the required quorum is not *present* at the adjourned meeting, the *members* who are *present* and entitled to vote will be deemed to be the quorum and may transact the business for which the meeting was called.

- 8.4.5. The chairperson must adjourn a *general meeting* if a *majority of members present* at the meeting agree or direct that the chairperson must do so.
- 8.4.6. No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 8.4.7. A resolution passed at any adjourned meeting will for all purposes be treated as having been passed on the date when it was in fact passed and will not be deemed to have been passed on any earlier date.
- 8.4.8. When a meeting is adjourned, a new notice of the adjourned meeting is required only if the meeting is adjourned for 21 days or more.

8.5. Procedure at general meetings

- 8.5.1. An eligible voting *member* may take part and vote in a *general meeting* in person, or by using any technology that reasonably allows the *member* to hear and take part in discussions as they happen.
- 8.5.2. A *member* who participates in a meeting as mentioned in clause 8.5.1 is taken to be *present* at the meeting.
- 8.5.3. At each *general meeting*:
 - a. the president is to preside as chairperson; and
 - b. if there is no president, then the vice president shall preside as chairperson, or if the president or vice president is not *present* within 30 minutes after the time fixed for the meeting or is unwilling to act, the *members present* may choose another *Committee member* to be chairperson of the meeting; and
 - c. if there is no *Committee member present* the *members* may choose one of their number to preside as chairperson at the meeting; and
 - d. the chairperson must conduct the meeting in a proper and orderly way.
- 8.5.4. No business other than that stated on the notice of meeting may be conducted at a *general meeting*.

8.6. Voting at general meetings

- 8.6.1. At a *general meeting*, each question, matter or resolution, other than a *special resolution*, must be decided by a *majority* vote of the *members present* and voting.
- 8.6.2. Each *member present* and entitled to vote is entitled to one vote only and, in the event of any equality of votes on any question, the person presiding may exercise a second or casting vote.
- 8.6.3. A *member* is not entitled to vote at a *general meeting* if the *member* has any *subscription fee*, other fee or levy in arrears at the date of the meeting.

- 8.6.4.** A challenge to a *member's* right to vote at a *general meeting*:
- a.** may only be made at the meeting; and
 - b.** must be determined by the chairperson, whose decision is final.
- 8.6.5.** The method of voting is to be decided by the *Committee*.
- 8.6.6.** However, if at least 20% of the *members present* demand a secret ballot, voting must be by secret ballot.
- 8.6.7.** If a secret ballot is held, the chairperson must appoint at least two *members* to conduct the secret ballot in the way the chairperson decides.
- 8.6.8.** The result of a vote as declared by the chairperson is taken to be a resolution of the meeting at which the vote was held. Neither the chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against.

8.7. Minutes of general meetings

- 8.7.1.** The *secretary* must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each *general meeting* are entered in a minute book, which may be in electronic format.
- 8.7.2.** In addition, the minutes of each annual *general meeting* must include:
- a.** the names of the *members* attending the meeting; and
 - b.** the financial statements submitted to the *members* in accordance with clause 8.1.2.a.iii; and
 - c.** the certificate *signed* by two *Committee members* certifying that the financial statements give a true and fair view of the financial position and performance of the *Association*; and
 - d.** any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the *Act*.
- 8.7.3.** To ensure the accuracy of the minutes:
- a.** the minutes of each annual *general meeting* must be *signed* by the chairperson of the meeting, or the chairperson of the next meeting of the *Association* that is the next annual *general meeting*, verifying their accuracy after a motion of acceptance by those present; and
 - b.** the minutes of each *general meeting* must be *signed* by the chairperson of the meeting, or the chairperson of the next *general meeting*, verifying their accuracy after a motion of acceptance by those present.
- 8.7.4.** If asked by a *member* of the *Association*, the *secretary* must, within 28 days after the request is made:
- a.** make the minutes for a particular *general meeting* available for inspection by the *member* at a mutually agreed time and place; and
 - b.** give the *member* a copy of the minutes of the meeting.

- 8.7.5.** The *Association* may require the *member* to pay the reasonable costs of providing copies of the minutes.

9. Secretary

9.1. Secretary

- 9.1.1.** The *Association* must have a *secretary*, who must be an individual:
- a.** ordinarily residing in Australia; and
 - b.** at least 18 years of age; and
 - c.** not disqualified from managing a corporation.
- 9.1.2.** If a vacancy occurs in the office of *secretary*, the *members* of the *Committee* must ensure a *secretary* is appointed or elected within 14 days after the vacancy occurs.
- 9.1.3.** The *secretary's* functions include, but are not limited to:
- a.** any duty or function required under the *Act* to be performed by the *secretary* of an incorporated *Association*; and
 - b.** maintaining the register of *members* of the *Association*; and
 - c.** keep custody of the common seal (if any) of the *Association* and, except for the financial records referred to in clause 10.2.3, all books, documents and securities of the *Association*; and
 - d.** subject to the *Act* and this *Constitution*, provide *members* with access to the register of *members*, the minutes of *general meetings* and other books and documents; and
 - e.** perform any other duty or function imposed on the *secretary* by this *Constitution*.
 - f.** compile and store all annual reports, this *Constitution*, by-laws and other necessary documents indefinitely.
- 9.1.4.** The *secretary* must give to the *Registrar* notice of their appointment within 14 days after the appointment.

10. Finance

10.1. Funds and accounts

- 10.1.1.** The funds of the *Association* are to be derived from *subscription fees*, other fees, levies, donations, fundraising activities, grants, interest and any other sources that the *Committee* determines.
- 10.1.2.** The funds of the *Association* must be kept in one or more accounts in the name of the *Association* in a financial institution decided by the *Committee*.
- 10.1.3.** Records and accounts must be kept in the English language showing full and accurate particulars of the financial affairs of the *Association*.

- 10.1.4.** All amounts must be deposited in a financial institution account within five working days after receipt.
- 10.1.5.** Any cheque or electronic funds transfer must be *signed* or approved by:
- a.** two *Committee members*; or
 - b.** one *Committee member* and the *secretary* who has been authorised by the *Committee* to sign cheques issued or approve electronic funds transfers by the *Association*.
- 10.1.6.** Cheques, other than cheques for wages or allowances, must be crossed not negotiable.
- 10.1.7.** All expenditure above \$500 by *Committee members* or staff members must be approved or ratified at a *Committee* meeting.
- 10.1.8.** No *member* or staff member is authorised to make any purchases without the consent of a *Committee member*, *secretary* or superintendent.

10.2. Financial records

- 10.2.1.** The *Association* must keep financial records that:
- a.** correctly record and explain its transactions, financial position and performance; and
 - b.** enable financial statements to be prepared as required by the *Act*.
- 10.2.2.** The *Association* must retain the financial records for seven years after the transactions covered by the records are completed.
- 10.2.3.** The treasurer must keep in their custody, or under their control:
- a.** the financial records for the current financial year; and
 - b.** any other financial records as authorised by the *Committee*.

10.3. Financial statements

- 10.3.1.** For each financial year, the *Committee* must ensure that the requirements under the *Act* relating to the financial statements of the *Association* are met.
- 10.3.2.** Without limiting clause 10.3.1, those requirements include:
- a.** preparation of the financial statements;
 - b.** if required, the review or auditing of the financial statements;
 - c.** the certification of the financial statements by the *Committee*;
 - d.** the submission of the financial statements to the annual *general meeting* of the *Association*;
 - e.** the lodgement with the *Registrar* of the financial statements and accompanying reports, certificates, statements and fee.

10.4. General financial matters

- 10.4.1.** The income and property of the *Association* must be applied solely towards the promotion of the purposes of the *Association* as set out in this *Constitution* and no portion thereof is to be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or among the *members* of the *Association*, provided that nothing herein prevents the payment in good faith of:
- a. remuneration of any person in return for services actually rendered to the *Association*; or
 - b. repayment for out-of-pocket expenses incurred on behalf of the *Association*; or
 - c. payment for sale or hire of goods or payment of rent for premises let to the *Association*; or
 - i the financial institution of the *Association*; or
 - ii if there is more than one financial institution of the *Association*, the financial institution nominated by the *Committee*.
- 10.4.2.** The *Association* precludes the payment to an officer or employee of the association of an amount by way of commission or allowance calculated by reference to the quantity of liquor sold or supplied by the association or the receipts of the *Association* for such liquor.

10.5. Financial year

- 10.5.1.** The *Association*'s financial year will commence on July 1st and end on June 30th in each year.

11. Documents and legal

11.1. Documents

- 11.1.1.** The *Committee* must ensure the safe custody of books, documents, instruments of title and securities of the *Association*.
- 11.1.2.** Subject to the *Act*, the *Committee* may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the *Association* will be open for inspection by the *members*.

11.2. Alteration of Constitution

- 11.2.1.** Subject to the *Act*, this *Constitution* may be amended, repealed or added to, or a new *Constitution* may be adopted, by a *special resolution* carried at a *general meeting*.
- 11.2.2.** However, an amendment, repeal, addition or new *Constitution* is valid only once it is registered by the *Registrar*.

11.3. Bylaws

- 11.3.1. The *Committee* may make, amend or repeal *bylaws*, consistent with this *Constitution*, for the internal management of the *Association*.
- 11.3.2. A *bylaw* may be set aside by a *majority* vote of *members* at a *general meeting* of the *Association*.
- 11.3.3. *Bylaws* are to be kept by the *secretary* as noted in clause 9.1.3.f

11.4. Common seal

- 11.4.1. The *Association* may have a common seal.
- 11.4.2. If the *Association* has a common seal:
 - a. the name of the *Association* must appear in legible characters on the common seal;
 - b. a document may only be sealed with the common seal by the authority of the *Committee* and the sealing must be witnessed by the signatures of two *Committee members*;
 - c. the common seal must be kept in the custody of the *secretary*.

11.5. Registered address

- 11.5.1. The registered address of the *Association* is the address determined from time to time by the *Committee*.
- 11.5.2. Any change to the *Association's* registered address must be notified to the *Registrar* in the approved form no later than 14 days after the change.

11.6. Liability and indemnity

- 11.6.1. A *member* of the *Association* is not personally liable to contribute towards the payment of the debts and liabilities of the *Association* or the costs, charges and expenses of a winding-up of the incorporated *Association*, beyond the property of the incorporated *Association* in the person's possession and the amount, if any, unpaid by the *member* in respect of membership of the *Association* as required by clause 3.2.
- 11.6.2. The *Association* will indemnify each *Committee member*, *secretary*, other officer and employee against any liability incurred in good faith by the person in the course of performing their duties as an officer of the *Association*.

11.7. Insurance

- 11.7.1. The *Association* may pay, whether directly or through an interposed entity, a premium for a contract insuring a *Committee member*, *secretary*, other officer or employee against liability that the person incurs as an officer of the *Association* including a liability for legal costs.

12. Winding up

12.1. Surplus assets on winding up

- 12.1.1. The *Association* may be wound up voluntarily by a *special resolution* carried at a *general meeting*.
- 12.1.2. If upon winding up or cancellation of the *Association* there remains, after satisfaction of all its debts and liabilities, any *surplus assets* whatsoever, the *surplus assets* must not be paid to or distributed among the *members* of the *Association*.
- 12.1.3. Any *surplus assets* must be given up or transferred to one or more other institutions that have purposes similar to the purposes of the *Association* and which prohibit the distribution of their income and property among their *members* to an extent at least as great as is imposed on the *Association* under or by virtue of this *Constitution*.
- 12.1.4. The institution or institutions will be determined by a *special resolution* carried at a *general meeting* of the *Association* at or before the time of deregistration or in default thereof by such Court as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision, then the *surplus assets* will be given to some charitable purpose.