

Rockingham Bowling Club (Inc.)



Constitution of the Rockingham Bowling Club (Inc)

(Est. 1947)

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1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

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

“The Club” means the Rockingham Bowling Club (Inc.);

“The Club Premises” means all land and buildings and structures thereon of which The Club is the bona-fide occupier;

“The Committee” means the Executive Committee for The Club, duly elected or appointed for the time being in accordance with these rules;

“Rules” means this Constitution and associated By-laws adopted by The Club;

“The Liquor Act” means the Liquor Control Act 1988, its amendments or any other legislation that may come into force to replace or supplement this Act shall form part of this Constitution;

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

The Equal Opportunity Act 1984, its amendments or other legislation that may come into force to replace or supplement this Act shall form part of this Constitution;

“The Secretary” means The Secretary for the time being of The Club and includes any deputy or person temporarily filling the office of The Secretary;

“The Treasurer” means the Treasurer for the time being of The Club and includes any deputy or person temporarily filling the office of the Treasurer;

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

“RWABA” means The Royal Western Australian Bowling Association and includes its’ trading name of Bowls WA;

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

“The By-Laws” means the codes of rules made and adopted by The Club in accordance with the Act.

“Books of The Club” means: the Members Register; the Record of Office Holders; and The Club Constitution.

1.2 Interpretation

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

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

2. CLUB DETAILS

2.1 Name

The name of The Club shall be the Rockingham Bowling Club (Inc)

2.2 Objects

a) **The principal objects** of The Club are:

1. To establish, maintain and conduct a Bowling Club affiliated with Bowls WA and to support the recreational, social, sporting and cultural needs of the local community. These objects include the provision of facilities for the pursuit of literary, scientific, athletic, professional and any other lawful purpose that provides benefits and enjoyment for the members of The Club.
2. To borrow, raise or secure the payment of money for the purpose of The Club in such a manner as the members think fit.
3. To provide and maintain a clubhouse and sporting facilities for the use of members and at all times act on behalf of, in the interests of, and in conjunction with, the members and the sport of Bowls and other activities as approved by The Executive Committee.
4. To use and protect the Intellectual Property of The Club.
5. To carry on all such lawful activities as may be necessary or convenient for the purpose of The Club.

b) **The secondary object** of The Club is to maintain a Club Licence under the current Liquor Act and its amendments.

2.3 Powers of The Executive Committee

The powers conferred on The Club are the same as those conferred by Section 14 of The Act and any additions inserted below. The Executive Committee will ensure that a record of office holders of The Club is maintained by The Secretary and is readily available for inspection by any authorised person or member of The Club.

In particular The Club shall have the powers to:

- a) Raise money by way of Annual Subscription Fees, Levies or otherwise.
- b) Make such agreements with municipal or other bodies for the purchase, leasing or other hiring of suitable property or properties for the purpose of The Club and to provide and maintain grounds, bowling greens, club premises and buildings, and amenities for their guests upon premises lawfully occupied by The Club, provided that such accommodation must be provided and maintained from the funds of The Club.

- c) Purchase or otherwise acquire any real or personal property for the purposes of The Club.
- d) Borrow money by way of loan or overdraft or by the issue of debentures for the purpose of carrying on the work or activities of The Club and to invest in any of the investments authorised by law any surplus funds of The Club not immediately required for the purposes of The Club.
- e) Enter into such agreements as are reasonable and necessary or as are considered advisable for the proper utilisation of The Club's assets and for the proper carrying out of the other objectives herein detailed for the benefit of members and their guests.
- f) Hold a club licence pursuant to the Liquor Control Act 1988 and other licenses deemed necessary for the conduct of The Club's business.

2.4 Income and Property

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

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

2.5 Financial Year

The Financial and Membership year of The Club shall commence on the 1st April each year and end on the 31st March in the following year.

2.6 Dissolution of The Club

- (a) The Club may cease its activities and have its incorporation cancelled in accordance with Part 10 of The Act:
 - (i) after the committee has determined the association is able to pay or meet its debts and liabilities; and
 - (ii) the Members resolve by Special resolution that The Club will:
 - 1. apply to the Commissioner for cancellation of its incorporation; or
 - 2. appoint a liquidator to wind up its affairs
- (b) The Club must be wound up in accordance with Part 9 of the Act if:
 - (i) the committee has determined the association is unable to pay or meet its debts and liabilities; or
 - (ii) is party to any current legal proceedings; or
 - (iii) has any other outstanding legal obligations

- (c) Upon cancellation of The Club the Surplus Property must only be distributed to one or more of the following:
- (i) an incorporated association under the Act;
 - (ii) a body corporate that at the time of distribution is the holder of a licence under the charitable collections legislation in Western Australia;
 - (iii) a company limited by guarantee that is registered as mentioned in section 150 of the Corporations Act 2001 (Cwth);
 - (iv) a company holding a licence that continues in force under section 151 of the Corporations Act 2001 (Cwth);
 - (v) a body corporate that:
 - 1. is a member or former member of The Club; and
 - 2. at the time the Surplus Property is distributed, has rules that prevent the property being distributed to its members;
 - (vi) a trustee for a body corporate referred to in rule Section 2.6 (c)(v); or
 - (vii) a co-operative registered under the Co-operatives Act 2009 that, at the time of distribution, is a non-distributing co-operative as defined in that Act.

3. MEMBERSHIP

3.1 General

The Club shall keep an up to date register of members in respect of Full, Life, Junior, Social, Scrabble and Honorary members:

- I. This register must be continually available for inspection at The Club premises by Authorised Officers.
- II. Residential, postal or email address can be nominated for the members register or information by means of which contact can be made with the member.
- III. The register shall be updated within twenty eight (28) days of new members, members resigning; members suspended/expelled and in the latter case, include date in which membership ceases and reasons for cessation.
- IV. The register shall, upon written request of a member of The Club, be available for inspection by the member at a time that is mutually convenient. The member may, at their expense, make a copy of or take an extract from the register but shall have no right to remove the register for that purpose. The fee for this is as set out in the Financial Policy included in the by-laws of The Club.
- V. The Executive Committee may require a member who requests a copy of the Register to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of the Association.

All members shall conform to and be bound by the Rules and By-Laws of The Club and the provisions of the Liquor Control Act 1988 as amended. No liquor shall be sold or supplied for consumption other than on The Club's premises, unless the member purchasing it removes such liquor from the premises of The Club.

3.2 Applications and Subscriptions

All applications shall be on the Membership Application Form provided which shall contain the full name, address, telephone number, email address and occupation of the applicant.

- Applications for Full Membership and Junior Membership of The Club shall be proposed and seconded by Full or Life Members of The Club.
- Applications for Social Membership of The Club may be proposed and seconded by Full Members, Life Members and/or Social Members of The Club.
- Applications for Scrabble Membership of The Club may be proposed and seconded by Full Members, Life members and/or Scrabble members of The Club.

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

On acceptance of their application new members shall pay the Annual subscription relevant to their category of membership. Persons joining after the 1st day of October in each year shall pay one half of the Annual subscription. Persons joining after the 1st day of December in each year shall pay one quarter of the Annual subscription.

All payments shall be paid within twenty one (21) days of acceptance of their nomination by The Executive Committee.

3.3 Posting of Notice

Upon receipt of an application for membership it shall be posted on the notice board in The Club for a period of not less than seven (7) days prior to the date set for the next meeting of The Executive Committee which considers the application, provided also that an interval of not less than two (2) weeks shall elapse between nomination and election.

3.4 Election of Members

The applicant's membership to The Club shall be approved at a regular meeting of The Executive Committee by a majority of those present and a letter of acceptance be forwarded to the new member within seven (7) days of that meeting.

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

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

3.5 Classes of Membership

Members of The Club shall be elected to the following categories of membership:

- Full Member
- Life Member
- Social Member
- Junior Member
- Scrabble Member
- Honorary Member
- Temporary Member
- Reciprocal Member
- Australian Defence Services Honorary Member

3.5.1 Full Member

Any person of or above the age of eighteen (18) years shall, upon application to and election by The Executive Committee, and who supports the objects of The Club, become a Full Member of The Club and be entitled to exercise the full privileges of The Club, excepting where that member becomes an employee of The Club he shall not hold any office.

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

3.5.2 Life Member

Full Members who have rendered especially meritorious direct services to The Club over a continuous period exceeding ten (10) years and must include service in an honorary capacity on one or more Club committees for a period of three (3) or more years may, on recommendation by The Executive Committee, be elected Life Members of The Club. As a Life Member they are exempted from paying an annual membership fee.

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

The Executive Committee shall consider all nominations and their decision shall require at least a seventy five percent (75%) yes vote. The Executive Committee's decision of awarding a life membership shall then be announced at the next Annual general meeting.

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

3.5.3 Social Member

Any person of or above the age of eighteen (18) years, upon application to and election by The Executive Committee, and who supports the objects of The Club but does not wish to participate in any bowling activities, shall become a Social Member of The Club. Social Members are entitled to speak at any meeting but shall not be entitled to hold any office or to vote at any meeting.

3.5.4 Scrabble Member

Any person of or above the age of eighteen (18) years, upon application to and election by The Executive Committee and who supports the objects of The Club but does not wish to participate in any bowling activities, shall become a Scrabble Member of The Club . Scrabble Members are entitled to speak at any meeting but shall not be entitled to hold any office or to vote at any meeting.

3.5.5 Junior Member

Any person having reached the age of thirteen (13) years and being under eighteen (18) years, upon application to and election by The Executive Committee and who supports the objects of The Club, shall become a Junior Member of The Club. Junior Members shall not bring any guest into The Club premises. Junior Members are entitled to speak at any meeting but shall not be entitled to hold any office or to vote at any meeting.

Any Junior Member on attaining the age of eighteen (18) years wishing to remain a member of The Club shall be granted the appropriate club membership and shall pay the pro-rata subscription set down from time to time.

3.5.6 Honorary Member

Honorary Memberships that may be granted to Club Patrons, Sponsors, selected Government Officers and any other such persons as The Executive Committee may decide from time to time based on their relationship to The Club or community. Honorary Membership will be restricted at any one time to a level deemed appropriate by The Executive Committee or as may be suggested by the liquor licensing authority.

Honorary Members are entitled to speak at any meeting but shall not be entitled to hold any office or to vote at any meeting.

Honorary Membership is a privilege and not a right and may be terminated at any time by The Executive Committee or the Bar Manager.

3.5.7 Temporary Member

A Temporary Member is a person who is on any day visiting The Club as a member or an official of another club, including those persons who are assisting a visiting club, to:

- i. Engage in a pre-arranged event with The Club as per The Club's objects; or
- ii. Hold a pre-arranged function at The Club involving the use of The Club's sporting facilities.

Temporary Membership is a privilege and not a right and may be terminated at any time by The Executive Committee or the Bar Manager.

3.5.8 Reciprocal Member

Any visitor who is a full financial member of any like club in Western Australia, affiliated with Bowls WA, with a similar Association or any Licensed Club located outside Western Australia, may be taken as a person who is granted Reciprocal Membership.

Reciprocal Membership is a right and not a privilege and may be terminated at any time by The Executive Committee or the Bar Manager.

3.5.9 Australian Defence Services Honorary Member

Australian Defence Services Honorary Membership is granted to members of the Australian Defence Services Personnel on production of their Service Identification. Membership in this category will be restricted at any one time to a level deemed appropriate by The Executive Committee or as may be suggested by the liquor licensing authority.

Australian Defence Services Honorary Members shall not have any right, title or interest in or to any property of The Club. In addition, they shall not be entitled to hold any office, vote or speak at meetings, nor be required to pay any annual membership fee.

Australian Defence Services Honorary Membership is a right and not a privilege and may be terminated at any time by The Executive Committee or the Bar Manager.

3.6 Rights and Privileges

- a) The rights and privileges of every member shall be personal and not be in any way transferable by their own act or through any other person on their behalf or by operation of law.
- b) Employees – Members who are employees of The Club are entitled to all privileges of membership excluding those rights concerned with the selection, election and holding office with The Club.
- c) All members, upon successful registration, will be supplied with an electronic copy of The Club constitution or will be directed to obtain a copy of The Club constitution from The Club's website.
- d) Upon acceptance to membership, all members agree to abide by The Club Code of Conduct.
- e) Reciprocal, Temporary, Junior, Scrabble, Social, Defence Forces and Honorary Members shall not have any right, title or interest in or to any property of The Club. In addition, they shall not be entitled to hold elected office or vote at meetings.

3.7 Limitation of Privileges

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

3.8 Cessation of Membership

- (i) A person ceases to be a member when any of the following takes place:
 - 1. For a member who is an individual, the individual dies;
 - 2. The person resigns from The Club;
 - 3. For a person who is an Honorary member, that person ceases to be an Honorary member;
 - 4. A person who is Patron of The Club ceases to be a Patron;
 - 5. The person is expelled from The Club under Section 8.2;
 - 6. Any member who has not paid their fees within six months of those fees being due shall cease to be a member of The Club unless special arrangements have been agreed due to financial hardship in terms of section 4.2 paragraph 2 of this Constitution.

(ii) The Secretary shall keep a record on file of the date on which the person ceased to be a member; and

(iii) The reason why the person ceased to become a member.

(iv) A member may resign their membership of The Club by giving written notice of the resignation to The Secretary:

1. The resignation takes effect when The Secretary receives the notice; or if a later time is stated in the notice, at that later time.
2. A person who has resigned from membership of The Club remains liable for the payment of any subscriptions or other monies due or payable by them at the time of such resignation.
3. The owed amount may be recovered by The Club in a court of competent jurisdiction as a debt due to The Club.

3.9 Guests

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

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

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

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

4. FINANCE

4.1 Annual Subscription and Other Fees

The annual subscription fees for each class of membership shall be approved by The Executive Committee, posted on The Club notice board and advised to members annually with their annual membership renewal advice. Members shall also pay levies as determined by The Club or by Bowls WA as appropriate.

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

4.2 Payment of Subscriptions

Annual subscriptions payable in advance, are due on the 1st day of April in each year, provided that an extension of time may be granted by The Executive Committee on written application by a member.

Subscriptions, based on financial hardship, may, on written application by a member to The Executive Committee and subject to The Executive Committees approval, be paid in two (2) equal parts, the first payment by the 30th April and the second by the 31st October, in any year.

Should any member not have paid the prescribed subscription, or the first portion of it as set out above, by the 30th April, such person shall become an unfinancial member and shall lose all privileges of membership.

4.3 Special Circumstances

On being satisfied that any member, through illness, absence, financial difficulties, unemployment, physical disabilities or any other distressful circumstances, is unable to pay his full subscription, The Executive Committee, on a recommendation of the Finance Committee, may relieve him of part of his liability but not so as to make his total liability less than ten percent (10%) of his applicable subscription.

4.4 Levies

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

In any one year, total levies imposed by The Club shall not exceed one hundred percent (100%) of the annual subscription fees for Full Members.

4.5 Depositing and Withdrawal of Funds

The funds of The Club shall be placed in such financial institution as The Executive Committee may from time to time determine to the credit of The Club. Deposits to the accounts shall be made by the Treasurer, Assistant Treasurer and/or Administration Clerk as necessary. Withdrawals from the accounts through Electronic Funds Transfer shall be authorised by two members of the Executive Committee one of whom should be the Treasurer or other person appointed by The Executive Committee to take the place of the Treasurer. Cheque withdrawals shall require the signatures of any two of the President, Vice President, Treasurer or Secretary or in their absence or incapacity, by any other member appointed by The Executive Committee.

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

4.6 Keeping of Financial Records

The Treasurer must ensure that The Club complies with the account keeping requirements in Part 5 of the Act, in that correct accounts and books shall be kept showing the financial affairs of The Club and the particulars usually shown in books of accounts of a like nature.

The Treasurer must ensure the safe custody of the Financial Records of The Club and any other relevant records of The Club.

4.7 Auditors

- a) There shall be an Auditor, not a member of the Committee, who shall be appointed by the Executive Committee and announced at the Annual General Meeting.
- b) The Auditor shall be independent to The Club.
- c) Such Auditor shall audit and have power at any time to call for all books, papers, accounts, etc. relating to the affairs of The Club.
- d) The Auditor shall be entitled to receive such remuneration as the Committee may determine from time to time.
- e) If any casual vacancy occurs in the office of any Auditor appointed by The Club, the Committee will fill the appointment until the next Annual General Meeting.

The Executive Committee shall ensure The Club's books and records are reviewed/audited on an annual basis in accordance with the Associations Incorporation Act 2015 and any amendments.

4.8 Dues Recoverable at Law

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

5. COMMITTEES

5.1 General

The management, administration of the affairs, property and funds of The Club shall be vested in The Executive Committee.

The Club Secretary must maintain the record of office holders of The Club.

The Bar Manager, if appointed, shall be seconded to The Executive Committee, however if this is a paid position, shall not be entitled to vote.

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

- a) An indictable offence in relation to the promotion, formation or management of a body corporate.
- b) An offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three (3) months.
- c) An offence under Division 3 or section 27 of the Act;

unless the person has obtained the consent of the Commissioner.

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

All elected positions on The Executive Committee shall be for a term of one (1) year. All appointed positions shall be until the next Annual General Meeting commencing from the date of appointment.

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

A quorum will be six (6) members of the Executive Committee.

The Executive Committee shall appoint a delegate to Bowls WA at the first Executive Committee meeting following the Annual general meeting. The delegate shall forward a report to the Executive Committee following any delegate meeting held by Bowls WA.

5.2 Executive Committee

The Executive Committee shall comprise of:

1. President
2. Vice-President
3. Secretary
4. Treasurer
5. Chairpersons of the standing committees as listed hereunder and all of whom shall be elected annually by all financial Full and Life Members of The Club
 - a. Bar Committee
 - b. House Committee
 - c. Social Committee
 - d. Greens and Grounds Committee
6. Captain, Men's Bowls, who shall be elected annually by all financial male Full and Life Members of The Club; and
7. Captain, Ladies Bowls, who shall be elected annually by all financial female Full and Life Members of The Club.

5.3 Sub Committees

The following sub-committees shall be formed and up to a maximum of five (5) members per sub-committee elected/appointed at an Annual General Meeting, or if any such committee membership is not filled then members may be appointed and approved by The Executive Committee at the first Executive Committee meeting following the Annual General Meeting:

- a. Men's Match Committee
- b. Ladies Match Committee
- c. Bar Committee
- d. House Committee
- e. Social Committee
- f. Greens and Grounds Committee
- g. Men's Bowls Selection Committee
- h. Ladies' Bowls Selection Committee

Sub-committees shall meet as required but no less than six (6) times per year.

A quorum for sub-committees shall comprise a majority of their membership.

All positions on sub-committees shall be for a term of one (1) year commencing on the date of election. If appointed to the position their term will continue until the next Annual General Meeting following their appointment.

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

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

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

5.4 Duties

The Duties and Job Descriptions of the members of The Executive Committee and Standing Committees positions are in the By-Laws.

5.5 Delegations to Committees

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

A Committee to which any delegable powers have been so delegated shall exercise the powers delegated in accordance with any directions of The Executive Committee and a power so exercised shall be taken to have been exercised by The Executive Committee.

5.6 Other Committees

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

5.7 Co-opted Members

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

5.8 Committee Elections and Ballot Procedure

The Executive Committee will set the date, time and place of the election. The date will be not less than five (5) days before the Annual General Meeting. This information will be posted on The Club notice board and emailed, or a written notice posted, to all Full and Life members not less than fourteen (14) days prior to the date of the election. Voting will only be conducted on that date and between the hours of 10.00am and 5.00pm on that day.

Not less than twenty eight (28) days prior to the election date, The Secretary shall place a notice on the notice board calling for nominations for all elected Committee positions and Expressions of Interest for appointed positions.

Nominations shall be signed by Full or Life Members as Proposer and Seconder and by the nominee, and lodged with The Secretary not less than fourteen (14) days prior to the closing of the ballot.

Members may be nominated for more than one position. Only male members are eligible for nomination to the Men's Bowls Committee. Only female members are eligible for nomination to the Ladies' Bowls Committee. The Secretary shall initial and date each nomination form received and shall place the names of nominees on the notice board within seven (7) days of receipt. If a nominee is away or absent for any reason they may signify their acceptance of nomination by email or in writing to The Secretary.

The Executive Committee shall appoint a Returning Officer who will seek two Scrutineers, none of whom shall be either a candidate at the forthcoming elections or a serving member of The Executive Committee, to conduct the ballot.

The Returning Officer will obtain a list of Full Financial Members and Life Members as at the close of business on the day before Election Day. The Secretary will provide the Returning Officer with a list of all nominations and provide voting slips for positions in accordance with nominations received.

Elections shall be by secret ballot.

Voting papers will be available from the Returning Officer on the day of the election. Voting papers will only be distributed to Full Financial and Life Members. If a member is going to be absent on Election Day for any reason he may collect a voting slip from the Returning Officer prior to his absence and cast his vote. The vote is to be held by the Returning Officer in a sealed envelope until Election Day at which time it will be included along with votes cast on the day.

Only male bowlers will be entitled to vote for positions on Men's Bowls Committees. Only female bowlers will be entitled to vote for positions on Ladies' Bowls Committees.

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

Ballots shall be decided by a 'first past the post' system. All votes shall be recorded by marking the box opposite the name of each candidate of their choice up to the number of candidates to be elected. Ballot papers which show more candidates marked as voted for than the number permitted, or are defaced or mutilated as to prevent the intentions of the voter being ascertained shall be deemed invalid.

If two or more candidates receive the same number of votes, the Returning Officer shall determine, by lot, the successful candidate or candidates. Any member elected to a position on The Executive

Committee shall be automatically excluded from any ballot for a lower position on The Executive Committee as per order of ballot below. Members may sit on more than one sub-committee.

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

At the Annual General Meeting the Returning Officer or a Scrutineer shall announce the results of the ballot. Following the announcement at the Annual General Meeting the results of the ballot shall be posted on The Club notice board and The Club website.

The order of ballot positions shall be

- a. President
- b. Vice President
- c. Secretary
- d. Treasurer
- e. Captain, Men's Bowls
- f. Captain, Ladies' Bowls
- g. Standing Committee Chairpersons
 1. Bar
 2. House
 3. Social
 4. Greens and Grounds
- h. Standing Committees (5 members each)
 1. Bar
 2. House
 3. Social
 4. Greens and Grounds
 5. Men's Selection
 6. Ladies' Selection
 7. Men's Match
 8. Ladies' Match

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

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

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

5.9 Expenses

The Executive Committee may reimburse any expenses incurred by any member or any committee member on behalf of The Club.

6. MEETINGS AND MEETING PROCEDURES

6.1 Annual General Meeting

The Annual General Meeting (AGM) of The Club shall be held on a date ordered by The Executive Committee but not later than six (6) months after the end of The Club's financial year.

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

All Notices of Motion for consideration at the Annual General Meeting must be handed to The Secretary in writing no less than twenty eight (28) days prior to the date set for said meeting by 5pm on that day. All Notices of Motion or proposed resolutions must be posted on The Club notice board twenty one (21) days before the date of the meeting for all members to read. If the resolution is intended to be proposed as a special resolution this will also be stated in the notice with the wording of the proposed special resolution.

The Secretary must keep full and correct minutes of General Meetings, which will be made available to all members within one (1) month of the General Meeting by posting on The Club notice board and will be tabled for adoption at the next General Meeting.

6.2 Quorum at General Meetings

Twenty per cent (20%) of those entitled to vote in terms of their membership class shall form a quorum. If at the end of thirty (30) minutes after the time appointed for the opening of the meeting there be no quorum the meeting shall stand adjourned for one (1) week. If at such adjourned meeting there is no quorum, those present shall be competent to discharge the business.

6.3 Presiding Officer at General Meetings

The President shall preside as chairperson at The Club's Annual General and Special General Meetings. In the President's absence the Vice President shall preside as chairperson. In the absence of both President and Vice president a person nominated and elected by the members present shall preside as chairperson.

In the event of a tied vote The Chairperson shall have the casting vote and shall decide all questions of order unless otherwise provided by these rules.

6.4 Order of Business at Annual General Meetings

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

- a) Reading of the Notice of Meeting.
- b) Reading and Confirmation of Minutes of the last Annual General Meeting, or

- c) Any Special General meetings held since.
- d) Reading President's report, discussion and adoption or otherwise.
- e) Reading Statement of Accounts and Balance Sheet to be received or otherwise.
- f) Receiving and discussing the report of the External Auditor.
- g) Confirmation of the appointment of Returning Officer and External Auditor.
- h) Confirmation of the appointment of The Club Patron(s).
- i) Declaration of ballots for election of officers.
- j) Special business of which Notice of Motion has been given.
- k) Other Business, including Material Personal Interest Register.

6.5 Special General Meetings

The Secretary shall call a Special General Meeting when instructed to do so by the President, or in that person's absence the Vice President presiding at the time, or by a resolution of The Executive Committee or on receipt of a requisition signed by no less than twenty per cent (20%) Financial Full or Life Members stating in detail the purpose of the meeting.

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

The Secretary must keep full and correct minutes of General Meetings, which will be made available to all members within one (1) month of the General Meeting by posting on The Club notice board and will be tabled for adoption at the next General Meeting.

6.6 Special General Meeting Procedure

The notice posted on The Club notice board shall specify the business to be transacted and no other business shall be dealt with at such meeting.

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

When a Special General Meeting is called by requisition signed by no less than twenty per cent (20%) financial Full or Life Members as above, if no quorum be present thirty (30) minutes after the time appointed for the opening of the meeting it shall lapse.

6.7 Voting Entitlements

Only Full and Life Members of The Club who are financial for the current year shall be entitled to vote at the Annual General and Special General Meetings of The Club.

6.8 Method of Voting

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

6.9 Appointment of Patron(s)

Members at the Annual General Meeting may confirm the Patron(s) as recommended by The Executive Committee. Such Patron(s) shall be granted full membership and hold office until the next Annual General Meeting.

Appointment of Patron(s) is not limited to the Annual General Meeting and additional Patron(s) may be appointed by the Executive Committee at any time during The Club year.

6.10 Meetings of the Executive Committee

The Executive Committee shall meet in The Club as often as shall be required to perform its' responsibilities, but not less than six (6) times per year, at a time and day as determined by The Executive Committee and no less than every two (2) months.

The Secretary shall call meetings of The Executive Committee when instructed to do so.

The Secretary must keep full and correct minutes of Executive Committee Meetings for approval at the next Executive Committee meeting which will then be stored and distributed in accordance with the By-laws.

At all meetings of The Executive Committee six (6) committee members shall form a quorum. If there be no quorum present within thirty (30) minutes of the time appointed for the meeting, it shall stand adjourned for one (1) week at the same hour. If at such adjourned meeting no quorum be present, those present shall form a quorum and shall have power to transact the business of such meetings.

A member of The Executive Committee, who has any material personal interest in a contract, or proposed contract, made by, or in contemplation of, the member shall as soon as he becomes aware of his interest, disclose in writing the nature and extent of his interest to The Executive Committee. Every disclosure shall be recorded in the minutes of the meeting at which it is made; the member shall not take any part in any deliberations or decision of The Executive Committee with respect to the contract. Any material personal interest is to be disclosed at the next general meeting.

At all meetings the President shall preside. In the absence of the President the Vice President shall preside.

7. POWERS OF THE EXECUTIVE COMMITTEE

7.1 Borrowing

The Executive Committee shall be empowered to borrow money for the purposes of The Club up to the sum of Twenty Thousand Dollars (\$20,000.00) in any one (1) year at such rate of interest and in such form and manner and upon such security as deemed necessary.

If it should be considered necessary by The Executive Committee to borrow in any one (1) year a sum in excess of that mentioned above then The Executive Committee must seek authority to do so from an Annual or Special General Meeting.

7.2 By-Laws

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

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

The Executive Committee shall have full power to remove any member from a position on The Executive Committee or any Standing Committee.

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

7.3 Vacancies Occurring on the Executive Committee

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

- a. dies;
- b. ceases to be a Member;
- c. becomes disqualified from holding a position under section 5.1 as a result of bankruptcy or conviction of a relevant offence;
- d. becomes permanently incapacitated by mental or physical ill-health;
- e. resigns from office in writing and that resignation is accepted by the executive Committee;
- f. is absent for more than:
 1. three consecutive Committee Meetings without a good reason; or
 2. three Committee Meetings in the same financial year without tendering an apology to the person presiding at each of those Committee Meetings,
- g. Is removed from office by resolution at a General meeting of The Club if a majority of the Members present and with voting rights at the meeting vote in favour of the removal.
 1. The Committee Member who faces removal from the Committee must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state his or her case as to why the Member should not be removed from his or her position on the Committee.
 2. If all Committee Members are removed by the resolution at a General Meeting, the Members must, at the same General Meeting, elect an interim Committee.
 3. The Interim Committee must, within two (2) months, convene a general Meeting of the Association for the purpose of electing a new Committee.

Any vacancy occurring in the Committee may be filled at a meeting of the Committee when a member may be elected to fill such a vacancy until the next election provided the member elected at such Committee meeting shall hold office in the place of, and under the same terms and conditions as their predecessor, had the latter continued in the office. However, The Executive Committee may appoint any non-full member with specialist skills to any appointed position requiring those skills. Such appointment shall be for the period until the next Annual General Meeting.

In the vacancy of the President then the Vice president shall become President. A casual vacancy of the Vice President shall be filled by the Committee from a Member of the Executive Committee.

7.4 Appointment of Employees

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

7.5 Custody of Books and Securities

The Executive Committee will ensure the safe custody of the Books of The Club and the Financial Records of The Club and any other relevant records of The Club.

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

7.6 Purchase or Lease Agreements

The Executive Committee shall have the power to purchase, lease or rent any premises, furniture, goods and/or effects for the business of The Club for such time and/or term and on such conditions and at such rent as it may deem appropriate subject to the conditions set under Clause 2.3 herein.

7.7 Negotiable Securities

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

7.8 Legal Action

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

7.9 Resignation of the Executive Committee

In the event that the Executive Committee resigns their positions en masse, the Bar Manager shall, within fourteen (14) days from the date of the resignations, convene a meeting of members to elect a temporary committee until such time as a Special General Meeting can be held and proper elections can be conducted in accordance with The Club's Constitution.

8. GENERAL

8.1 Restriction on Using Club Name

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

8.2 Misconduct

8.2.1 Suspension or Expulsion of Members

- a. The Committee shall have the power to reprimand, suspend or expel any member of The Club.
- b. The President, Committee or Approved Manager in receiving a complaint from the Approved Manager or Approved Bar Staff, of a member's behaviour which is considered a serious breach of the Liquor Act or acceptable member behaviour or where police involvement is required, may suspend a member for a period of time until disciplinary action under Section 8.2.1(f) can be taken.
- c. The Committee is required to exempt any member of that Committee from hearing a charge in which he or she has an interest.
- d. If a responding member or a representative of the responding member does not attend within thirty (30) minutes of the time stated on the hearing notice, the hearing may start without that member or his or her representative and a determination will be made at the hearing.
- e. The Committee shall apply the power to reprimand, suspend or expel any member of The Club who:
 - i. fails in the observance or commits any breach of any rule of The Club, members Code of Conduct, or any by-law of The Club or of any order or direction of the Executive Committee or of any General Meeting; and/or
 - ii. in the sole judgement of the Committee have been guilty in or out of The Club's premises of any act, conducted matter or thing calculated to bring discredit on The Club or its members, or to impair or affect the enjoyment of The Club by other members
- f. Any member charged with misconduct as above shall be furnished with a written copy of the charge and summoned before the Committee with no less than seven (7) days' notice.
 - i. The Committee shall after hearing the accuser and accused and taking such evidence as they may consider proper, if they find the charge proved, inflict a penalty of suspension from all or any of the privileges of membership.
 - ii. If the Committee consider that on a charge of gross misconduct suspension as above is insufficient, they may call on the member to resign, and if he or she neglects to resign within ten (10) days they may declare him or her to be expelled.
 - iii. If a Member is suspended or expelled under Section 8.2.1(f)(i) or 8.2.1(f)(ii), the person may appeal the Committee's decision through a Special general meeting by giving written notice to The Secretary within fourteen (14) days

of receiving notice of the Committee's decision under Section 8.2.1(f)(i) or 8.2.1(f)(ii).

- (g) Members are not permitted to have legal representation attend any disciplinary matters, but may bring another member to act in a support capacity only.
- (h) If a Member's membership is suspended under Section 8.2.1(f)(i), The Secretary must record in the Register:
 - i. the name of the Member that has been suspended from membership;
 - ii. the date on which the suspension takes effect;
 - iii. the length of the suspension as determined by the Committee under Section 8.2.1(f)(i); and
 - iv. the date Bowls WA were advised of the Member's suspension.
- (i) During the period a member's membership is suspended, the member —
 - i. loses any rights (including voting rights) arising as a result of membership; and
 - ii. is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to The Club.
- (j) Upon the expiry of the period of a Member's suspension, The Secretary must record in the Register that the Member is no longer suspended.
- (k) If the Committee's decision to suspend or expel a Member is revoked under these Rules, any act performed by the Committee or Members in a General Meeting during the period that the Member was suspended or expelled from Membership under Section 8.2.1(f), is deemed to be valid, notwithstanding the Member's inability to exercise their rights or privileges of Membership, including voting rights, during that period.
- (l) At the completion of a Member's suspension that Member is placed on an automatic three (3) months' probation period unless a longer probation period is incorporated in the original suspension. Any action or behaviour by that Member which contravenes The Club's Code of Conduct, The Associations Act 2015, The Liquor Control Act 1988 or any other behaviour deemed inappropriate by the Executive Committee during their probationary period, then that Member may be expelled from The Club without notice or right of appeal. This decision will be conveyed in writing to the Member within seven (7) days of the decision by the Executive Committee.

8.2.2 Resolving Disputes

Disputes Arising under the Rules

- i. Section 8.2.2 applies to:
 - 1. Disputes between Members; and
 - 2. Disputes between The Club and one or more Members that arise under the rules or relate to the rules of The Club. This does not include disciplinary matters undertaken with club members, which are covered only under Section 8.2.1 of The Club constitution.

- ii. The parties to a dispute must attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.
- iii. If the parties are unable to resolve the dispute, any party to the dispute may initiate a procedure under this rule by giving written notice to The Secretary of the parties to, and details of, the dispute.
- iv. The Secretary must convene a Committee Meeting within twenty-eight (28) days after The Secretary receives notice of the dispute under Section 8.2.2 (iii) for the Committee to determine the dispute.
- v. At the Committee Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.
- vi. The Secretary must inform the parties to the dispute of the Committee's decision and the reasons for the decision within seven (7) days after the Committee Meeting referred to in Section 8.2.2 (v).
- vii. If any party to the dispute is dissatisfied with the decision of the Committee they may elect to initiate further dispute resolution procedures as set out in the Rules.

8.2.3 Mediation

- i. Section 8.2.3 applies:
 - 1. where a person is dissatisfied with a decision made by the Committee under Section 8.2.1(f) or Section 8.2.2 or
 - 2. where a dispute arises between a Member or more than one Member and The Club and any party to the dispute elects not to have the matter determined by the Committee.
- ii. Where the dispute relates to a proposal for the suspension or expulsion of a Member this rule does not apply until the procedure under Section 8.2.1(f) in respect of the proposed suspension or expulsion has been completed.
- iii. If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Section 8.2.2 (ii), or a party to the dispute is dissatisfied with a decision made by the Committee under Section 8.2.2 (vii) a party to a dispute may:
 - 1. Provide written notice to The Secretary of the parties to, and the details of, the dispute;
 - 2. Agree to, or request the appointment of, a mediator.
- iv. Party, or parties requesting the mediation must pay the costs of the mediation.
- v. The mediator must be:
 - 1. a person chosen by agreement between the parties; or
 - 2. in the absence of agreement:

- a. if the dispute is between a Member and another Member – a person appointed by the Committee; or
 - b. if the dispute is between a Member or more than one Member and The Club, the Committee or a Committee Member then an independent person who is a mediator appointed to, or employed with, a not for profit organisation.
- vi. A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.
- vii. The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- viii. The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least five (5) days before the mediation session.
- ix. The mediator, in conducting the mediation, must:
 - 1. give the parties to the mediation process every opportunity to be heard;
 - 2. allow all parties to consider any written statement submitted by any party; and
 - 3. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- x. The mediator must not determine the dispute and the mediation must be confidential. Information provided by the parties in the course of the mediation cannot be used in any other legal proceedings that may take place in relation to the dispute.

8.2.4 Inability to Resolve Disputes

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

8.3 Private Functions

Members may, with the approval of the Chairpersons of the Bar, House and Social Committees hold private functions, without limit to the number of guests, providing that the sale of liquor shall be:

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

Members wishing to avail themselves of this opportunity must book the venue in advance through either the Chairpersons of the Bar, House and Social Committees and/ or the Bar Manager.

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

8.4 Club Seal

The Club shall procure a seal the design of which shall be determined by The Executive Committee. The said seal shall contain the words "Rockingham Bowling Club (Inc.)" and shall be kept in the custody of The Secretary.

All deeds, instruments or documents to which the seal is required to be affixed shall be signed by any two of the President, Vice President, Secretary or Treasurer.

The Club may execute a document without using The Club Seal if the document is signed by:

- I. Any two Committee Members; or
- II. One Committee Member and a person authorised by the Committee.

8.5 Notice Board

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

8.6 Amendments to the Constitution

No clause shall be amended or repealed nor shall any new clause be inserted except by a Special Resolution passed by at least seventy five percent (75%) of the members present and eligible to vote at a General Meeting or Special General Meeting called for the purpose and by otherwise complying with Part 3 Division 2 of the Act.

Notice of motions to amend, repeal or suspend any rule shall be given in writing to The Secretary at least twenty eight (28) days prior to the date set for the Annual or Special General Meeting at which they are to be presented.

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

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

Within thirty (30) days after the making of any amendment or alteration to the Rules of The Club The Executive Committee shall lodge a certified copy of the proposed amendment or alteration to the Commissioner for Consumer Protection, the Director of Liquor Licensing and any other relevant bodies or Bowls WA. No effect will be given to any amendment or alteration without the prior approval of the Director of Liquor Licensing.

8.7 Removal or Damage to Property

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

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

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

8.8 Loss or Damage to Private Property

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

8.9 Admission to Parts of Club Premises

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

8.10 Complaints

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

8.11 Indemnity

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