

1 November, 2021



CONSTITUTION

(Rules of the Association)

of

BALGA SOCCER AND SOCIAL CLUB (INC)

November, 2021

TABLE OF CONTENTS

1. NAME OF THE CLUB	3
2. CLUB CONSITIUTION (The Rules of the Association)	3
3. CLUB'S FINANCIAL YEAR	3
4. AIMS AND OBJECTIVES	3 - 4
5. NOT FOR PROFIT	4
6. SOURCE AND CONTROL OF FUNDS	4 - 5
7. DEFINITIONS	5 - 7
8. MEMBERSHIP	7 - 10
9. APPLICATION TO BECOME A MEMBER	10 - 11
10. CESSATIONB OF MEMBERSHIP	11 - 12
11. MEMBER'S RIGHTS	12 - 13
12. MEMBERSHIP FEES OR OTHER SUBSCRIPTION FEE	13 - 14
13. ANNUAL GENERAL MEETINGS (and QUORUM)	14
14. SPECIAL GENERAL MEETINGS (and QUORUM)	15 - 16
15. GENERAL MEETINGS (and QUORUM)	16
16. ELECTION OF OFFICE BEARERS (Board of Management)	17 - 18
17. BOARD OF MANAGEMENT AND CONDITIONS (and QUORUM)	18 - 20
18. CEASING TO BE A MEMBER OF THE BOARD OF MANAGEMENT	20 - 21
19. POWERS OF THE BOARD OF MANAGEMENT	21 - 22
20. ROLE AND RESPONSIBILTIES OF THE BOARD OF MANAGEMENT	22 - 23
21. DUTIES OF THE BOARD OF MANAGEMENT	24 - 26
22. ALTERATION AND REPEAL OF THE RULES	26 - 27
23. SUSPENSION OR EXPULSION OF CLUB MEMBERS	27 - 28
24. SCHEDULE OF OFFENCES	29
25. RESOLVING DISPUTES	39 - 31
26. REQUIREMENT UNDER THE LIQUOR CONTROL ACT 1988	31 - 32
27. COMMON SEAL	32
28. DISSOLUTION OF THE CLUB	32 - 33
29. GENERAL PROVISIONS	33
30. AFFILIATES	34
31. BY-LAWS	35

1. NAME OF THE CLUB

1. The name of the Club shall be BALGA SOCCER AND SOCIAL CLUB (INC) also referred to as BALGA SOCCER CLUB. (herein after referred to as “the Club”) and is a not for profit organisation.
2. The colours of the Club shall be Black, Green and White
 - (a) The uniform of the Club shall be in the Club’s colours and shall be such as the Board shall determine from time to time. Other colours may be included if appropriate for special commemorative purposes, but the colours shall be predominately black, green and white.
3. The Club shall be affiliated with Football West Limited, Football Federation Australia and any other body necessary to further the aims and objectives of the club.

2. CLUB CONSTITUTION (The Rules of the Association)

1. The Club’s Constitution is also referred to the Rules of the Association.
2. Once accepted at an Annual General Meeting, this Constitution can only be altered at an Annual General Meeting of the Club and then only by Special Resolution with 75% majority of those financial voting Members present at the meeting being in favour of the amendment.
3. Amendments to the Constitution must be presented to the Secretary/Manager no later than fourteen (14) days prior to the date set for the Annual General Meeting. Amendments to the Constitution shall require 75% majority of financial voting Members present at the Annual General Meeting being in favour of the Amendments.

3. CLUB FINANCIAL YEAR

1. The Club’s financial year will be the period of twelve (12) months commencing on 1 October, and ending on 30 September of each year.

4. AIMS AND OBJECTIVES

1. The principal aims and objectives are to establish, maintain and conduct a Club for soccer and affiliate sporting and social activities (“affiliates”) and to support the development, participation and promotion of both amateur and professional soccer (football) for Junior and Senior players of all levels, gender, abilities and ethnic backgrounds.
2. To support the recreational, social, sporting, cultural and community dimensions of those objective.
3. To encourage sportsmanship and team spirit amongst players and supporters of the Club.
4. To provide and maintain a clubhouse and sporting amenities for the use of all members.

5. To promote, organise and conduct entertainment and other functions inclusive of raffles and/or lotteries where legally permitted for the purpose of raising funds for the benefit and objectives of the club.
6. Pursue such commercial arrangements, including sponsorship and marketing opportunities where appropriate to further the benefit and objectives of the Club.
7. To arrange for permits and appropriate approvals from Authorities for the construction and alteration to the Club's grounds and building to further the benefit and objectives of the Club
8. To seek and hold a Licence as a Club under the *Liquor Control Act 1988* and Amendments.

5. NOT FOR PROFIT

1. The property and income of the Club shall be applied solely towards the promotion of the aims and objectives of the Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to Members, except in good faith in the promotion of those objects.
2. A payment may be made to a Member out of the Club's funds only if it is authorised under Rule 5(3)
3. A payment to a Member out of the funds of the Club is authorised if it is:
 - (a) A payment in good faith to the member as reasonable remuneration for any services provided to the Association, or for goods supplied to the Association, in the ordinary course of business; or
 - (b) the payment of interest, on money borrowed by the Club from any Member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or
 - (c) the reimbursement of reasonable expenses properly incurred by the member on behalf of the Association.
 - (d) The reimbursement of expenses incurred by any Member or any Board Member on Behalf of the Club.

6. SOURCE AND CONTROL OF CLUB FUNDS

1. The funds of the Club may be derived from, prescribed annual subscription fees, annual membership fees of members, donations, sponsorship, fund raising activities, grants, interest, and any other legal source approved by the Board of Management.
2. The funds of the Club must be kept in a Bank account in the name of the Club in a Financial Institution determined and approved by the Board of Management
3. The funds of the Club are to be used in pursuance of the Aims and Objectives of the Club
4. All expenditure above the maximum amount as set by the Board of Management from time to time, must be approved or ratified at a Board Meeting.

5. The Club must as soon as possible;
 - (a) deposit all money received by the Club, to the credit of the Club's Bank account; and
 - (b) after receiving any money, if required, issue an appropriate receipt
6. The Club may also;
 - (a) retain a reasonable amount of cash, for the purpose of reimbursement of purchases, payment of services, payment of players and coaches or any other purpose considered appropriate by the Board of Management.
7. No Member of the Club shall be entitled to derive any benefit or advantage from the Club which is not shared equally by every other Member.

7. DEFINITIONS

1. In reading these Rules of the Association, unless the context or such otherwise indicates or requires:
 - **Affiliate** means another Organisation or Sporting Group officially associated with the Club (i.e. Darts Club)
 - **Annual Meeting or AGM** means an Annual General Meeting.
 - **Association** means the incorporated association to which these rules apply
 - **Board** means the Board of Management in accordance with Rule 16 and which is the body responsible for the management and affairs of the Club.
 - **Board Meeting** means a General Meeting referred to in Rule 15.
 - **Books of the Club** means: all of the Registers, financial statements and reports, record of Office Holders and the Club Constitution, however compiled, stored or recorded.
 - **By-Laws** means any additional arrangements or processes adopted by The Club in accordance with Rule 19.2(J) to supplement these rules. They do not form part of the rules and are not required to be lodged with the Commissioner.
 - **Commissioner** means: the person designated from time to time as the Commissioner under Part 12 Section 153 of The Act.
 - **Committee** (referred in these Rules as the Board of Management) means the elected group responsible for the day to day running of the Club in accordance with these rules. The Office Bearers constitute part of the Board of Management of the Club.
 - **Constitution** means The Rules of the Association for the BALGA SOCCER AND SOCIAL CLUB (INC)

- **Financial records** has the meaning given to it in Part 5 Section 62 of the Act and includes:
 - (a) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers;
 - (b) Documents of primary entry: and
 - (c) Working papers and other documents needed to explain:
 - (i) the methods by which financial statements are prepared: and
 - (ii) adjustments to be made in preparing financial statements.
- **Financial report** has the meaning given in Part 5 Section 62 and Section 63 of The Act.
- **Financial statements** means the financial statements in relation to The Club required under Part 5 Section 62 of The Act.
- **Financial year** means from the 1 October each year, until the following 30 September.
- **Football** means soccer
- **General Meeting** means a General meeting of the Club whether Annual or Special that all members are entitled to receive notice of and to attend.
- **Intellectual Property** means all rights, subsisting in copyright, business names, names, trademarks (or signs) logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club in Western Australia.
- **Liquor Act** means the *Liquor Control Act 1988*, (version as at 18 September, 2021) its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
- **Member** means a person who becomes a member of the Club under these Rules
- **Membership year** means from the 1 January, each year, until the following 31 December.
- **Month** means a calendar month.
- **Objects** means the aims and the objects of the Club as defined in Rule 4.
- **Register** means a register of Members (of all Classes) kept and maintained in accordance with Rule 8.3 of these Rules, Part 4 Section 53 of the *Associations Incorporation Act 2015* and Part 3, Division 2, Section 48 of the *Liquor Control Act 1988*.
- **Rules** means the rules of the Association as in force for the time being
- **Special General Meeting** means a General Meeting as defined below, called in accordance with Rule 14, at which only business that has been described in the notice may be transacted.
- **Special Resolution** means a resolution passed by the members at a general meeting in accordance with Part 4 Section 51 of The Act.
- **The Act** means the *Associations Incorporation Act 2015*, (version as at 1 July, 2016) its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.

The Rules of the Association of **BALGA SOCCER AND SOCIAL CLUB (INC)**

- **The Club** means BALGA SOCCER AND SOCIAL CLUB (INC) also referred to as BALGA SOCCER CLUB
- **The Club Premises** means all land, building and structures thereon of which The Club is the bona fide occupier.
- **The owed amount** means any outstanding amount owing to the Club by a Member
- **Visitor** means a person, other than a Member, who:
 - (a) is at least 40km from their usual place of residence; and
 - (b) is visiting the club while travelling in the course of a holiday, leisure or business; and
 - (c) is required to pay a fee to the club.
- **Voting Rights** means the ability for a financial member to propose or second an application for membership; move or second a motion or special motion; speak at all general meetings; nominate for a position on the Board of Management; vote at all general meetings; and petition for a special general meeting.

8. MEMBERSHIP

- 1 The number of Members of the Club shall be unlimited, unless otherwise approved by resolution at a General Meeting of the Club
- 2 The Membership year shall be from the 1 January, each year until the following 31 December.
3. The Club shall keep an up-to-date Register of Members in respect of Ordinary, Life, Junior, Social, Corporate and Honorary members.
 - (a) The Register of Members (of all Classes) is to be kept and maintained in accordance with Rule 8 of these Rules, Part 4 Division 5 Section 53 of the *Associations Incorporation Act 2015* and Part 3, Division 2, Section 48 of the *Liquor Control Act 1988*.
 - (b) This Register must be continually available for inspection at the Club premises by Authorised Officers or Inspectors of Government Authorities.
 - (c) The Register of Members must be up-dated with 28 days of new members, members resigning, members suspended/expelled and in the latter case, include date in which Member ceased and reason for the cessation of Membership.
 - (d) The Register must include, the full name of the Member, class of Membership, a residential, postal or email address, or information by means of which contact can be made with the member.
4. Upon request a Member of the Club is able to inspect the Books of the Association or the Register of Members, free of charge and at such time and place which is mutually convenient to the Club and the Member.
 - (a) A Member must contact the Secretary/Manager to request to inspect the Register of Members

- (b) The Member may make a copy of, or take an extract from the Register, Section 54(2) of the Act; but has no right to remove the Register for that purpose
 - (c) A Member may make a written request under Section 56(1) of the Act to be provided with a copy of the Register of Members,
 - (d) The Board of Management may require the Member to provide a Statutory Declaration setting out the purpose for which the copy or extract is required and declaring that the purpose is connected with the affairs of the Club
 - (e) The Club may charge a reasonable fee to the Member for providing a copy of the Register of Members, the amount to be determined by the Board of Management.
5. A Member must not use or disclose the information on the Register of Members;
- (a) To gain access to information that a Member has deliberately denied them (that is, in the case of social, family or legal differences or disputes)
 - (b) To contact, send material to the Club or a Member for the purpose of advertising for political, religious, charitable or commercial purposes, or
 - (c) For any other purpose unless the use of the information is approved by the Board of Management and for a purpose:
 - (i) That is directly connected to the affairs of the Club; or
 - (ii) Related to the provision of the information to the Commissioner, or Authorised Officer in accordance with a requirement of the Act.
6. If a Member has not paid the annual Membership Fee or other subscription fee to the Club within the period of six months after the due date, (or a date to be determined by the Board of Management) the Member ceases to be a Member on the expiry of that period.
7. Members who do not renew their Membership from the previous calendar year and return to the Club in future years will be treated as a new Member.
8. All rights and privileges of Membership of the Club will cease immediately upon a person ceasing to be a Member for any reason.
- 9 Membership of The Club shall consist of the following Classes:
- (a) **Ordinary Member** – persons over the age of 18 years may make an application to the Club as an Ordinary Member, and if accepted, shall pay the prescribed annual Membership fee as set down from time to time together with any other payment which is required by law (i.e. fee payable to another authority such as Football West Limited). An Ordinary member shall be entitled to stand, nominate, second and vote in any election of the Club, and attend and vote at any General Meeting.
 - (i) The Membership of any Ordinary Member may be suspended for any period or be cancelled by the Board of Management at any time, if the Board is of the opinion that the standard of conduct or play by the Member is below that considered to be in the best interest of all Members of the Club.

- (ii) An Ordinary Member may be a playing or non-playing Member of the Club
 - (iii) This class of Membership has the authority to invite guests to the Club

- (b) **Life Member** – Members who have been awarded Life Membership of the Club by the Board of Management. These Members are entitled to all rights and privileges of Ordinary Members. They shall not be required to pay the prescribed annual Membership fee other than which is required by law. (i.e. a fee payable to another authority such as Football West Limited) This class of Membership has the authority to invite guests to the Club.

- (c) **Junior Member** - persons under the age of 18 years (or a person who turn 18 years of age during the calendar year of Membership) may make an application to the Club as a Junior Member (with the consent of a Parent or Guardian), and if accepted shall pay the prescribed annual Membership fee as set down from time to time, together with any other payment which is required by law. (i.e. a fee payable to another authority such as Football West Limited).
 - (i) Junior Members shall not be entitled to voting rights
 - (ii) This class of Membership does not have authority to invite guests to the Club
 - (iii) Any Junior Member attaining the age of 18 years wishing to remain as a Member of the Club shall be granted the appropriate Club Membership and pay the full prescribed annual Membership fee as set down from time to time, together with any other payment which is required by law. (i.e. a fee payable to another authority such as Football West Limited).
 - (iv) The Membership of any Junior Member may be suspended for any period or be cancelled by the Board of Management at any time, if the Board is of the opinion that the standard of conduct or play of any Junior (having regard for their age) is below that considered to be in the best interest of all Members of the Club.

- (d) **Parent Member** – is a person who is not a Member of the Club but and who has a child or is the guardian of a person under the age of 18 years of age who is a Junior Member of the Club.

- (e) **Social Member** – any person whose Membership application is approved and has paid the prescribed annual Membership fee or other subscription fee as set down from time to time.
 - (i) A Social Member is a Member who is interested in promoting the Club but does not wish to participate in the core aims and objectives of the Club
 - (ii) These Members shall be entitled to the privileges of the Club but shall not be entitled to hold any office or hold voting right.
 - (iii) This Class of Membership has the authority to invite Guests to the Club.

- (f) **Honorary Member** – Membership that may be granted to Club Patrons, Sponsors, Selected Government Officers and any other such persons as the Board of Management may decide from time to time based on their relationship to The Club or community.
- (i) Honorary Memberships will be restricted at any one time to a level deemed appropriate by the Board of Management or as may be suggested by the liquor licensing authority.
 - (ii) Honorary Members shall not be entitled to be present at any meeting of the members of The Club, nor have any voting rights or any right, title or interest in or to any of the property of the Club.
 - (iii) An Honorary Membership shall be limited to a period determined by the Board of Management
 - (iv) The Honorary Member shall pay no Membership fee or annual subscription fee.
 - (v) This class of Membership does not have authority to invite guests to the Club
- (g) **Special Circumstances Member** – any Ordinary, Life, Social or Junior Member who, through absence; illness; financial difficulties; unemployment; physical disability or other distressful circumstances is unable to pay their full prescribed annual Membership fee but desires to retain participation with The Club.
- (i) The Management Committee may relieve them of part of their liability but not so as to make their total liability less than one third of the applicable annual subscription fee.

9. APPLICATION TO BECOME A MEMBER

1. Any Person who supports the aims and objectives of BALGA SOCCER CLUB is eligible to make an application to the club to become a Member of the Club.
2. A person who wants to become a Playing Member of the Club must apply to the Club by completing and submitting the annual Football West registration form – as outlined by Football West in their annual registration process, including the payment in full of the annual amount payable to Football West Limited and the prescribed annual Membership fee or other subscription fee as set down from time to time to the Club.
3. A person who wants to become a Non-playing Member of the Club must apply to the Club by completing and submitting the required Membership Application form (whether on-line or in paper form) together with the payment in full of the prescribed annual Membership fee set down from time to time to the Club.
4. The Board of Management may consider each application for Membership to the Club and decide whether to accept or reject the application.

5. Qualification for annual Membership to the Club will be prioritised (at the discretion of the Board of Members) as follows:
 - (a) Members from the previous calendar year
 - (b) Siblings of: Members from the previous calendar year renewing their Membership
6. The Board of Management may delay its consideration of an application if the Board of Management considers that any matter relating to the application needs to be clarified by the applicant or that the applicant needs to provide further information in support of their application
7. The Board of Management may reject an application even if the applicant;
 - (a) is eligible under Rule 9.2
 - (b) has applied under Rule 9.1
8. An applicant for Membership to the Club becomes a Member when;
 - (a) the Club accepts the application; and
 - (b) the applicant pays the prescribed annual Membership fee or other subscription fee payable to the Club
9. If the Board of Management rejects the application, the Board of Management must notify the applicant of the Board of Management's decision and is not required to give the applicant its reason for doing so, however any prescribed annual Membership fee or other subscription fee paid to the Club will be refunded
10. If the Board of Management rejects the application, the Board of Management is not required to give the applicant its reason for doing so

10. CESSATION OF MEMBERSHIP

1. A person ceases to be a Member when any of the following takes place:
 - (a) For a Member who is an individual, the individual dies;
 - (b) For a person whose title represents a corporate member, the body corporate is wound up;
 - (c) The Person resigns from the Club
 - (d) The Person is expelled from The Club under Rule 23;
 - (e) The Person ceases to be Member under Rule 12.7
2. The Secretary/Manager will keep a record on file of the date on which the person ceased to be a Member and the reason why.
3. Member may resign from Membership of the Club by giving written notice of the resignation to the Secretary/Manager of the Club.
4. The resignation takes effect when the Secretary/Manager receives the notice; or if a later time is stated in the notice, at that later time.

5. A person who has resigned from Membership of The Club remains liable for any fees that are owed to the Club at the time of resignation.
 - (a) The owed amount may be recovered by The Club in a court of competent jurisdiction as a debt due to the Club.

11. MEMBER'S RIGHTS

1. The rights, privileges or obligations that every Person has because they are a Member of the Club, is not capable of being transferred to any other Person and ends when that Person's Membership ceases.
2. Voting rights for each Membership category are as detailed in Rule 8.9
3. **Employees** – Members who are employees of the Club are entitled to all the rights and privileges of Membership excluding those rights concerned with the selection, election and holding of office with The Club.
4. All members, upon successful registration, will be supplied with a copy of the Club's Constitution or will be directed to obtain an electronic copy of the Club's Constitution from the Club's website.
5. Upon acceptance of Membership, all Members agree to be bound by the Club's applicable Codes of Conduct.
6. **Guests** – Ordinary, Social, and Life Members shall be at liberty to invite Guests to the Club, but the number of Guests shall not exceed the maximum number as contained in Section 48(4)(b) of the Liquor Control Act 1988
 - (a) The maximum number of Guests per Member per day for the purposes of Section 48(4)(b) of the Act is five (5)
 - (b) It is expected that more than three (3) visits to the Club by any Guest over a period of twelve (12) months, should seek Membership of the Club.
 - (c) No Guest shall be admitted unless accompanied by a Member of the Club
 - (d) Members will be responsible for the conduct and behaviour of the Guests they introduce including the Guests' requirement to comply with the Club's Dress Code
 - (e) No liquor shall be supplied or sold to any Guest for consumption off the Club's premises.
 - (f) Guests are not permitted to remain on the Club's premises after the Club Member has departed.
 - (g) Any Person who has been refused Membership of the Club or who is under suspension or expulsion of the Club, shall not be admitted as a Guest of any Member of the Club
 - (h) A Member may, at their expense, and with the approval of the Board of Management supply liquor to Guests at a function held by or on behalf of that Member, at the Club premises

7. A Member may hold private family and business functions without limit to the number of Guests permitted under the Liquor Act (but subject to the limitation of the Club's licences) 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; or
 - (b) to a Member, for consumption by the Guests of that Member at a function held by or on behalf of that Member at the Club.

8. **Functions** - Ordinary, Social, and Life Members are entitled to host functions on the Club premises after written application for said function has been considered and approved by the Board of Management
 - (a) The Secretary/Manager will furnish the applicant with a written copy of the Club Rules relating to functions after the application has been approved and any additional conditions and restrictions is shall see fit.

12. MEMBERSHIP FEE OR OTHER SUBSCRIPTION FEE

1. The annual Membership Fee (where applicable) and any other subscriptions of the Club shall be set by majority vote of the Board of Management prior to the commencement of the Club's Membership year. (i.e. 1 January)
2. Notice of the Membership fees and any other subscriptions shall be notified to the Members via the Club's notice board or any other communication considered appropriate by the Board of Management.
3. All Membership fees and any other subscriptions are due from the first day of the new Membership year and are payable in advance, on or before three months after the start of the Club's Membership year provided that:
 - (a) the Board of Management shall not declare a Member un-financial if at least half of the Membership fee or other subscription is paid by two months after the start of the Club's new Membership year and/or
 - (b) the balance of the Membership fee or other subscription is paid by the three months after the start of the Club's new Membership year
4. Where Membership Fees or any other subscription fees are off-set to player payments by the Club, Membership of that Member is considered to have been paid in full providing:
 - (a) That Member does not leave the Club prior to the end of that Membership year.
 - (b) If the Member leaves prior to the end of that Membership year the balance of the Membership fee or other subscription fee owing will become payable in full.

5. A reduction of or amendment to the amount of Membership fee or subscription fee payable by any Member is entirely at the discretion of the Board of the Board of Management.
6. A Membership fee or other subscription fee and payment thereof, may at the discretion of the Board of Management be transferrable to another Club.
7. The Board of Management shall have the power by resolution to remove from the Register of Members the name of any new Member who fails to pay their Membership fee or other subscription fee (with the exception of Rule 12.3) within the time period referred to in Rule 12.8
8. Any Member whose Membership fee or other subscription fee (with the exception of Rule 12.3) has not been paid in full by the 30 June of the Club's current Membership year shall cease to be a Member.
9. A Member who is considered by the Board of Management to be going through a genuine hardship may be eligible for consideration for their Membership Class to be converted to Special Circumstance Membership as per Rule 8.9(g).

13. ANNUAL GENERAL MEETING (and QUORUM)

1. The Annual General Meeting of Members shall be held every calendar year within six months after the end of The Club's financial year, with the Board of Management to determine the date, time and place.
2. All Notices of Motion for consideration at the Annual General Meeting must be presented to the Secretary/Manager no later than fourteen (14) days prior to the date set for the annual General Meeting.
3. Notice of the meeting (including date, time and location) and agenda items, including wording of Notices of Motion or proposed resolutions, must be posted on the Club notice board for seven (7) 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.
4. Members who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion.
5. **Ten per centum (10%) or twenty (20) whichever is the lesser, present at the meeting and being eligible to vote under the Rules at a General Meeting, will constitute a quorum for the conduct of business at an Annual General Meeting**

6. In the case of insufficient members to form a quorum being present after 30 minutes following the advertised start time for an Annual Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.
7. The Chairperson of the meeting shall be the Club President or if not available, the Vice President and if not available a person nominated and elected by the Members present.
8. Only Members with voting rights, as per the Club's Rules will be permitted to vote on matters at the Annual Meeting.
9. The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these Rules.
10. The order of business at the Annual General Meeting shall be as follows:
 - (a) Reading notice of meeting.
 - (b) Apologies
 - (c) Reading minutes of the last Annual General Meeting and any other General Meeting not yet confirmed and confirming or amending same.
 - (d) Reading President's Report, discussion and adoption or otherwise.
 - (e) Reading Statement of Accounts and Balance Sheet to be received or otherwise.
 - (f) (if applicable) nomination of any Life Members
 - (g) Any amendments to the Constitution
 - (h) Special Business of which Notice of Motion has been given.
 - (i) Election of new Board of Management
 - (j) Other general business.

14. SPECIAL GENERAL MEETING (and QUORUM)

1. The Board of Management may at any time call a Special General Meeting.
2. A Special General Meeting shall also be called by the Board of Management on a Requisition signed by no less than ten per centum (10%) of Members with voting rights, stating in detail the purpose of the meeting.
3. Notice of the meeting (including date, time and location) and agenda items, including wording of Notices of Motion or proposed resolutions, must be posted on the Club notice board for seven (7) 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 need to be stated in the notice with the wording of the proposed Special Resolution.
4. Members who have provided an email address will also be emailed a copy of the notice of the meeting, agenda items and any Notices of Motion.

The Rules of the Association of **BALGA SOCCER AND SOCIAL CLUB (INC)**

5. Only business of which notice shall have been given as above, or in accordance with these Rules, shall be discussed and or approved at a Special General Meeting.
6. **Ten per centum (10%) or twenty (20) whichever is the lesser, present at the meeting and being eligible to vote under the Rules at a Special General Meeting, will constitute a quorum for the conduct of business at a Special General Meeting.**
7. In the case of insufficient Members to form a quorum being present after 30 minutes following the advertised start time for a Special General Meeting, said meeting will be automatically adjourned to re-convene at the same time seven days later and shall proceed with or without a quorum.
8. Only Members with voting rights, as per the Club's Rules will be permitted to vote on matters at the Special General Meeting.
9. The Chairperson shall have the casting vote only and shall decide all questions of order unless otherwise provided by these rules

15. GENERAL MEETING (and QUORUM)

1. General Meetings may take place:
 - (a) where the Members are physically present together; or
 - (b) where the Members are able to communicate by using any technology that reasonably allows the Member to participate fully in discussions as they happen in the General Meeting and in making any decisions, provided that the participation of the Member in the General Meeting must be made known to all other Members.
2. A Member who participates in a meeting as set out in Rule 15.1(b):
 - (a) is deemed to be present at the General Meeting; and
 - (b) continues to be present at the meeting for the purposes of establishing a quorum; until the Member notifies the other Members that they are no longer taking part in the General Meeting.
3. **Ten per centum (10%) or twenty (20) whichever is the lesser, present at the meeting and being eligible to vote under the Rules at a General Meeting, will constitute a quorum for the conduct of business at a General Meeting.**

16. ELECTION OF OFFICE BEARERS (Board of Management)

1. The management of The Club shall be vested in a Board of Management elected by the Members of the Club and consisting of:
 - (a) President
 - (b) Vice President
 - (c) Junior Vice President (if applicable)
 - (d) Secretary/Manager
 - (e) Treasurer
 - (f) Communication Manager
 - (g) Up to eight (8) general Board positions

2. The annual election of the Board of Management shall be by ballot at each Annual General Meeting in the presence of the returning officer and two scrutineers elected by the Members present at such meeting.

3. This approved ballot paper must be distributed (personally or electronically to the email address recorded on the Register of Members) to all financial Ordinary Members of the Club

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

5. All other votes shall be cast at the Annual General Meeting

6. Nominations for eight (8) positions on the Board of Management must be in writing signed by the proposer and nominee and must be in the hands of the Secretary/Manager by 5pm not less than seven (7) days before the Annual General Meeting.

7. Nominations shall be exhibited on the Club's notice board or electronically posted at least three (3) days prior to the said meeting.

8. In the case no more than the required number of officers shall be nominated, those so nominated shall be declared elected.

9. If there are insufficient nominations to fill the whole of the vacancies of the list of positions, those nominated shall be declared elected and shall have power to fill the vacancies and any casual vacancies that may occur.

10. The newly elected Board of Management shall take office at the close of the Annual General meeting at which they are elected

11. All retiring Members of the Board shall be eligible for re-election at the Annual General Meeting

12. All positions on the Board of Management shall be for period of twenty-four (24) months with half the Members of the Board to be up for re-election each year. This will ensure that at all times 50% of the Members of the Board of Management have the necessary experience.
13. Should any of the positions of the Board of Management be required to be filled as a paid position, then these positions may be filled by a Member of the Board and not by election as prescribed in these rules

17. THE BOARD OF MANAGEMENT AND CONDITIONS (and QUORUM)

1. The of Board of Management shall be required to meet at least once every calendar Month, but the President or Secretary shall have the power to call a meeting of the Board of Management whenever it is deemed necessary.
2. Special meetings may be called by the President, Secretary or on the request of three members of the Board of Management.
3. **Any five (5) members eligible to sit on this Board shall constitute a quorum.**
4. Meetings of the Board of Management may take place:
 - (a) where the Board Members are physically present together; or
 - (b) where the Board Members are able to communicate by using any technology that reasonably allows the Board Member to participate fully in discussions as they happen in the Board meeting and in making decisions, provided that the participation of the Board Member in the Board meeting must be made known to all other Members.
5. A Board Member who participated in a meeting as set out in Rule 17.4 (b)
 - (a) is deemed to be present at the Board Meeting; and
 - (b) continues to be present at the meeting for the purpose of establishing a quorum until the Board Member notifies the other Board Members that they are no longer taking part in the Board meeting.
6. The Board Members may pass a resolution outside a Board meeting if:
 - (a) Identical copies of a document are circulated to each Board Member detailing:
 - (i) Motion
 - (ii) Mover
 - (iii) Seconder
 - (b) The document shall be circulated:
 - (i) By email to the email address recorded on the Register of Members
 - (ii) In person

- (c) All Committee Members shall:
 - (i) Return the circulated document through email or in person, indicating acceptance or rejection of the motion; or
 - (ii) Reply to the email, quoting the motion and indicating acceptance or rejection of the motion
 - (d) Taken together, all signed copies of the document will constitute the same document.
 - (e) The resolution shall be decided by a majority vote after all Board of Management have cast a vote under Rule 17.6(c).
7. The Board of Management is able to determine the distribution of Board Meeting minutes, as detailed in the Club's by-laws
8. All Members of the Club, or other Guests may attend Board Meetings if invited by the Board of Management, but the person shall not have any right to comment without invitation, or vote of any matter, or be provided with copies of any agenda, minutes of meetings, or documents presented to such meetings.
9. No Member of the Board shall be held to have resigned their seat until their resignation, in writing, has been accepted by the Board of Management.
10. **Board Vacancies**
- (a) Any vacancy occurring on the Board of Management as per Rule 19 may be filled at a meeting of the Board when a Member may be elected to fill such a vacancy until the next election provided the Member elected at such Board meeting shall hold office in the place of, and upon the same terms and conditions as their predecessor, had the latter continued in the office.
 - (b) In the vacancy of the President then the Vice President shall become President.
 - (c) The vacancy of the Vice President shall be filled by the Board of Management from a Member of the Board.
 - (d) If vacancies on the Board of Management result in a number of Board Members being less than the number fixed under Rule 17.3 the continuing Board Members may act to only:
 - (i) increase the number of Members on the Board of Management to the number required for a quorum; or
 - (ii) convene a General Meeting of the Association
11. The President shall preside at all meetings of the Board of Management of the Club and, in their absence the Vice President. Should neither be present, the Board Members shall elect a Chairperson.

12. All resolutions of the Board shall be decided by a majority vote of all those present.
 - (a) In the case of equal votes, the proposal before the Board of Management shall be decided in the negative.
 - (b) Alternatively – a casting vote may be made by President or elected Chairperson.
13. The President or their absence, the acting President shall be authorised to speak on behalf of the Club.
14. Any act performed by the Board of Management, any sub-committee or a person acting as a Board Member is deemed to be valid even if the act was performed when:
 - (a) there was a defect in the appointment of a Board Member, sub-committee or person holding a subsidiary office; or
 - (b) a Board Member, a sub-committee Member or a person holding a subsidiary office was disqualified from being a Board/sub-committee Member as per Rule 20.7 or 20.8 as a result of bankruptcy or conviction of a relevant criminal offence.

18. CEASING TO BE A MEMBER OF THE BOARD OF MANAGEMENT

1. A casual vacancy occurs on the Board of Management when a position becomes vacant if the Board Member:
 - (a) dies;
 - (b) ceases to be a Member;
 - (c) becomes disqualified from holding a position under Rule 20.7 or 20.8 as a result of bankruptcy or conviction of a relevant criminal offence;
 - (d) becomes permanently incapacitated by mental or physical ill-health;
 - (e) resigns from the Board under Rule 17.9;
 - (f) is absent from more than:
 - (i) three consecutive Board Meetings without a good reason; or
 - (ii) three Board Meetings in the same Financial Year without tendering an apology to the person presiding at each of those Board Meetings,
 - (g) Is removed from office under 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.
 - (i) The Board Member who faces removal from the Board of Management must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state their case as to why the Member should not be removed from their position of the board.
 - (ii) If all Board Members are removed by resolution at a General Meeting the Members must, at the same General Meeting, elect an interim Board of Management

- (iii) The interim Board of Management, within two (2) months, convene a General Meeting of the Association for the purpose of electing a new Board of Management.

19. POWERS OF THE BOARD OF MANAGEMENT

1. The business of the Club shall be managed by the Board of Management who may exercise all powers of the Club, except those required to be exercised by the Club at a General Meeting.
2. Without prejudice to the powers conferred by the last preceding rule, and subject to the Act, these Rules, and any by-laws, have power to do all things necessary for the proper or convenient management of the Club including, but not limited to the following things:
 - (a) To purchase or otherwise acquire any books, newsletters or periodicals and dispose of them as it may see fit.
 - (b) To apply for annual or periodic Membership to any authority, organisation or associations that it is consider appropriate and for the benefit of the Club. (i.e. Clubs WA)
 - (c) To determine from time to time the conditions on which and time when, members may use the property of the Club or any part or parts thereof, and when and under what conditions the premises of the Club or any part or parts thereof, shall be used by Members.
 - (d) To determine what person, if any, not being Members of the Club shall be permitted to use the premises of the Club or any part or parts thereof and during what time and under what conditions and when and at what times and places and under what conditions such persons shall be supplied with refreshments and accommodation.
 - (e) To appoint any other officials or servants of the Club and to remove them as occasions may require at their discretion and to define their respective duties. Persons appointed to paid positions shall be engaged under a contract, award or classification of work in the *Registered and Licensed Clubs Award (2010)* and its amendments.
 - (f) In accordance with the Rules, to suspend, or expel any Member of the Club.
 - (g) To enter into or accept any lease or tenancy of the premises where on the Club shall conduct its affairs or of any furniture, goods and effects, which may be required for the use of the Club on such terms and on such conditions as the Club, may deem appropriate.
 - (h) To take and defend all legal proceedings by or on behalf of the Club and to appoint all necessary Lawyers/Attorneys for any such purpose.
 - (i) To borrow, raise or secure the payment of money, and to sell and dispose of the Assets of the Club up to an amount agreed to by the board of Management.

- (j) To make, alter or repeal any By-laws not inconsistent with these Rules regulating the use and management of the Club premises, the admission of Members and the Conduct of the Club and its affairs generally.
- (k) To do and perform any other act, matters and things in connection with or relative to the management of the Club as shall not, by these Rules require to be done by the Club in General Meetings.
- (l) To appoint such number of delegates to sporting bodies and associations with which the Club may from time to time be affiliated as may be required by the Rules thereof and such delegates shall hold office in accordance with the Rules of such sporting bodies and associations respectively.
- (m) Every Member of the Board of Management shall be indemnified against any loss, expense or liability incurred by reason of any act or deed performed by them in good faith on behalf of the Board and the Board may use the funds of the Club for any such purpose required, together with any reasonable expenses incidental to the Board activities.

20. ROLE AND RESPONSIBILITIES OF THE BOARD OF MANAGEMENT

1. Obligations of the Board of Management

- (a) The Board of Management must take all reasonable steps to ensure the Club complies with its obligations under the Act and these Rules.

2. Responsibilities of Board of Management

- (a) A Board Member must exercise their powers and discharge their duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.
- (b) A Board Member must exercise their powers and discharge their duties in good faith in the best interests of the Club and for a proper purpose.
- (c) A Board Member or former Board Member must not improperly use Information obtained because they a Board Member to;
 - (i) gain an advantage for themselves or another person; or
 - (ii) cause detriment to the Club.
- (d) A Board Member or former Board Member must not improperly use their position to:
 - (i) gain an advantage for themselves or another person; or
 - (ii) cause detriment to the Club.

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

- (a) as soon as they become aware of that interest, disclose the nature and extent of their interest to the Board

- (b) disclose the nature and extent of the interest at the next General Meeting of the Club; and
 - (c) not be present while the matter is being considered at the Board Meeting or vote on the matter.
- 4. Rule 20.3 does not apply in respect of a material personal interest that:
 - (a) exists only because the Board Member belongs to a class of persons for whose benefit the Club is established; or
 - (b) the Board Member has in common with all, or a substantial proportion of, the Members of the Club.
- 5. The Secretary/ Manager must record every disclosure made by a Board Member under Rule 20.3 in the minutes of the Board Meeting at which the disclosure is made.
- 6. No Board Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of the Club unless the person is authorised by the Board to do so and such authority is recorded in the minutes of the Board meeting.
- 7. No person shall be entitled to hold a position on the Board of Management 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.
- 8. No person shall be entitled to hold a position on the Board 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 months; or
 - (c) an offence under Part 4 Division 3 or section 127 of the Act; unless the person has obtained the consent of the Commissioner.
- 9. As soon as is practicable after a person has ceased to be a Member of the Board of Management of the Club, all relevant documents, records as defined in the by-laws and security items (including passwords and keys) must be delivered to a Member of the Board of Management of The Club.

21. DUTIES OF BOARD OF MANAGEMENT

1. The President:

- (a) the President shall preside over and conduct all meeting of the Board of Management, General Meetings, Annual General Meeting and any Special Meetings as determined from time to time;
- (b) Present a president's report at the Annual General Meeting
- (c) They shall have both a casting and deliberate vote
- (d) They may instruct the Secretary to call special Board meetings at their discretion or at the request of two thirds of the Board.
- (e) Represent the Club to the Community
- (f) Be responsible for the proper performance of all duties by the Board of Members and all Club Members

2. The Vice President must:

- (a) In the absence of the President shall act as President
- (b) Carry out such other duties as directed by the President

3. The Junior Vice President (if applicable) must:

- (a) Shall be responsible for the running of the Junior section of the Club and;
- (b) Carry out such other duties as directed by the President and Vice President

4. The Secretary/Manager must:

- (a) co-ordinate the correspondence of the Club;
- (b) consult with the Chairperson about all business to be conducted at meetings and convene General Meetings and Committee Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting;
- (c) keep and maintain, in an up-to-date condition the Rules of the Club and any by-laws of the Club as required by Section 35(1) of the *Associations Incorporation Act 2015*;
- (d) keep and maintain, in an up-to-date condition the Register of Members in accordance with the requirements of Rule 8 of these Rules, Part 4 Section 53 of the *Associations Incorporation Act 2015* and Part 3, Division 3, Section 48 of the *Liquor Control Act 1988*.
- (e) maintain the record of office holders of The Club.
- (f) A Board Member may nominate a business address, post office box address or email address to be used in the record in place of their personal address;
- (g) ensure the safe custody of the Books, with the exception of the Accounting Records, of the Club;
- (h) keep full and correct minutes of Board Meetings for approval at the next meeting of the Board of Management, which will then be stored and distributed as considered appropriate.;
- (i) keep full and correct minutes of General Meetings, which will be distributed to all financial Ordinary Members within seven (7) days of the General Meeting either

personally or electronically to the email address recorded on the Register of Members and will be tabled for adoption at the next General Meeting; and

- (j) perform any other duties as are imposed by these Rules or the Club on the Secretary/Manager.

5. **The Chairperson (if applicable) must:**

- (a) must consult with the Secretary/Manager regarding the business to be conducted at each Board Meeting and each General Meeting
- (b) may convene Special meetings of the Board under Rule 17.2
- (c) may preside over Board Meetings under Rule 17.10
- (d) may preside over General Meetings under Rules 13 and 14; and
- (e) must ensure that the minutes of a General Meeting or Board Meeting are reviewed and signed as correct

6. **The Treasurer must:**

- (a) ensure all moneys payable to the Club are collected, and that receipts are issued for those moneys in the name of the Club;
- (b) Ensure the payment of all moneys referred to in Rule 21.6(a) are credited into the appropriate account or accounts of the Club as directed by the Board of Management
- (c) ensure that any payment to be made on behalf of the Club has been authorised by the Board of Management or approved at a General Meeting are made in a timely manner
- (d) ensure that the Club complies with the account keeping requirement in accordance with Part 5 of the Act;
- (e) ensure the safe custody of the Club's financial records and any other records of the Club;
- (f) ensure that the financial records of the Club are retained for the prescribed period of time (i.e seven (7) years) under the requirement of Part 5, Division 2 (67) of the Act.
- (g) coordinate the preparation of the financial reports and statements, as imposed on the Club under Part 5 of the Act, prior to their submission to the Annual General Meeting of the Club;
- (h) assist the reviewer or Auditor (if applicable) in performing their duties;
- (i) perform any other duties given to the Treasurer under these Rules or by the Board of Management of the Club

7. **Sub-Committees (if applicable):**

- (a) The Board of Management may delegate any of its delegable duties to Sub-committees of other Members of the Club as it thinks fit and in accordance with the aims and objectives of the Club;

- (b) Such Sub-committees may include, Equipment Officer, Grounds Officer, Canteen Manager, Coach/Managers Liaison Coordinator, Junior's Coordinator, Social Coordinator or any other position the Board of Management consider necessary
 - (c) Such Sub-committee must report and be responsible to the Board of Management
 - (d) No act of the Sub-committee shall be binding on the Board of the Club until ratified by the Board of Management
8. **Auditors (if applicable):**
- (a) There shall be an Auditor, not a Member of the Board or the Club, who shall be appointed by resolution at a General Meeting called for that purpose
 - (b) The Auditor shall be independent to the Club
 - (c) Such Auditor shall audit the accounts and have powers at any time to call for all books, papers, accounts, etc, relating to the financial affairs of the Club
 - (d) The Auditor shall vouch for the accuracy of the Balance Sheet, and the Statement of Income and Expenditure, as presented to an Annual General Meeting by the Treasurer;
 - (e) The Auditor shall be entitled to receive remuneration as the Board of Management may determine from time to time;
 - (f) If any casual vacancy occurs in the office of any Auditor appointed by the Club, the Members of the Board will fill the appointment until the next Annual General Meeting.

22. ALTERATIONS AND REPEAL OF RULES

1. No repeals of any existing Rules and no new Rules or alteration, amendments or suspensions of a Rule shall be valid unless a Special Resolution is carried by a two-thirds majority of financial members present and with voting rights at a General or Special General Meeting and by otherwise complying with Part 3 Division 2 of the Act.
2. Notices of Motion to repeal, alter or suspend any Rule shall be given the Secretary/Manager at least fourteen (14) days preceding the Annual or Special General Meeting at which the motion shall be presented. The Secretary/Manager shall exhibit the proposal on the Club's notice board at least seven (7) days to such meeting.
3. Within one (1) month after the passing of special resolution altering the Rules of The Club, The Board of Management shall submit the required documents to the Commissioner.
The required documents are:
 - (a) A notice of Special Resolution setting out the particulars of the alterations, or amendments; and
 - (b) A Certificate in the approved form that the resolution was duly passed as a Special Resolution; and

- (c) A consolidated copy of the Rules of the Incorporated Association, including all alterations to which the Special Resolution relates.
4. No effect will be given to the amendments without the approval of the Commissioner.

23. SUSPENSION OR EXPULSION OF CLUB MEMBERS

1. The Board of Management shall have to power to reprimand, suspend or expel any Class of Member from the Club who;
 - (a) has failed in the observance or has committed a 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 Board of Management or of any General Meeting; and/or
 - (b) in the sole judgement of the Board of Management has been found guilty in or out of the Club's premises of any act, conduct, matter or thing to bring discredit on the Club or its Members, or to impair or affect the enjoyment of the Club by other Members
2. The President, Board of Management, or any 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 Control Act 1988* or acceptable Member behaviour or where police involvement is required, may suspend a member for a period of time until disciplinary action under Rule 23.3 can be taken.
3. The Secretary/Manager must give the Member charged with misconduct written notice of the proposed suspension or expulsion at least fourteen (14) days before the Board Meeting at which the proposal is to be considered by the Board of Management
4. The notice given to the Member must state:
 - (a) when and where the Board Meeting is to be held;
 - (b) the grounds on which the proposed suspension or expulsion is based;
 - (c) that the Member, or the Member's representative, may attend the meeting and will be given a reasonable opportunity to make a written or oral (or both a written or oral) submission to the Board about the proposed suspension or expulsion.
5. The Board of Management is required to exempt any Member of that Board from hearing a charge in which they have an interest.
6. At the Board Meeting, the Board of Management must;
 - (a) give the Member, or the Member's representative, a reasonable opportunity to make a written or oral (or both written or oral) submission to the Board of Management about the proposed suspension or expulsion; and
 - (b) give due consideration to any submission so made; and

- (c) decide:
 - (i) whether or not to suspend the Member's Membership and, if the decision is to suspend the Membership, the period of suspension; or
 - (ii) whether or not to expel the Member from the Club

- 7. If the Board of Management consider that on a charge of gross misconduct suspension or expulsion as above is insufficient, they may call on the Member to resign, and if they refuse to resign within ten (10) days after the meeting the Board of Management may declare them to be expelled.

- 8. If a Member is suspended or expelled under Rule 23.6 (c)(i) or 23.6 (c)(ii), the person may appeal the Board of Management's decision through a Special General meeting by giving written notice to the Secretary/Manager within fourteen (14) days of receiving notice of the Board of Management's decision under Rule 23.6 (c)(i) or 23.6 (C)(ii).

- 9. 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 their representative and a determination will be made at the hearing by the Members of the Board.

- 10. Members are not permitted to have legal representation attend any disciplinary matters, but may bring another Member to act in a support capacity only.

- 11. If a Member's Membership is suspended under Rule 23.6 (c)(i), the Secretary/Manager must record in the Register of Members:
 - (a) the name of the Member that has been suspended from Membership;
 - (b) the date on which the suspension takes effect; and
 - (c) the length of the suspension as determined by the Board of Management under Rule 23.6 (c)(i)

- 12. During the period a Member's Membership is suspended, the Member:
 - (a) Loses any rights (including voting rights) arising as a result of Membership
 - (b) Is not entitled to a refund, rebate, relief or credit for any Membership fee paid or partly paid, to the Club
 - (c) Cannot attend to the Club as a Guest of a Member, unless prior written authorisation is received from the Board of Management

- 13. Upon the expiry of the period of a Member's suspension, the Secretary/Manager must record in the Register that the Member is no longer suspended

- 14. If the Board of Management's decision to suspend or expel a Member is revoked under these Rules, any act performed by the Board or Members in a General Meeting during the period that the Member was suspended or expelled from Membership under Rule 23.6 (c)(i) or 23.6 (c)(ii), is deemed to be valid, notwithstanding the Member's inability to exercise their rights or privileges of Membership, including voting rights, during that period.

24. SCHEDULE OF OFFENCES

NATURE OF OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
Assaulting an Official or Employee of the Club	Suspension 2 – 5 years	Expulsion for Life	
Assaulting a Member or Visitor	Suspension 1 – 3 years	Expulsion for Life	
Theft of Club property	Suspension 1 – 3 years	Expulsion for Life	
Wilfully damaging Club property	Suspension 1 – 3 years	Expulsion for Life	
Insulting, abusive or indecent language towards an Official or Employee of the Club	Suspension 6 mths – 2 years	Suspension 2 - 5 years	Expulsion for Life
Creating a disturbance	Suspension 3 mths – 1 years	Suspension 1 - 3 years	Expulsion for Life
Wilfully violating Club Rules or decision of the Board of Management	Suspension 3 mths – 1 years	Suspension 1 - 3 years	Suspension 5 years
Refusing to comply with lawful instructions of the Club	Suspension 1 – 6 months	Suspension 1 year	Suspension 3 years
Any other offences not specifically provided for	\$50 fine with suspension until paid in full	Suspension 1 year	Suspension 2 years
Sale or use of illegal or illicit substances on Club premises	Expulsion for life		

25. RESOLVING DISPUTES

1. Disputes Arising under the Rules

- (a) Rule 25(1) applies to:
 - (i) Disputes between Members; and
 - (ii) 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 Rule 23 of the Club’s Rules.
- (b) 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.
- (c) 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/Manager of the parties to, and details of, the dispute.
- (d) The Secretary/Manager must convene a Board Meeting within twenty-eight (28) days after the Secretary/Manager receives notice of the dispute under Rule 25(1)(c) for the Board of Management to determine the dispute.

- (e) At the Board 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.
- (f) The Secretary/Manager must inform the parties to the dispute of the Board of Management's decision and the reasons for the decision within seven (7) days after the Board Meeting referred to in Rule 25(1)(e).
- (g) If any party to the dispute is dissatisfied with the decision of the Board, they may elect to initiate further dispute resolution procedures as set out in the Rules.

2. Mediation

- (a) Section 28(2) applies:
 - (i) where a person is dissatisfied with a decision made by the Board of Management under Rule 23.6 or Rule 25
 - (ii) 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 Board of Management.
- (b) Where the dispute relates to a proposal for the suspension or expulsion of a Member this rule does not apply until the procedure under Rule 23.8 in respect of the proposed suspension or expulsion has been completed.
- (c) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by Rule 25.1(b), or a party to the dispute is dissatisfied with a decision made by the Board of Management under Rule 25.1(e) a party to a dispute may:
 - (i) Provide written notice to the Secretary/Manager of the parties to, and the details of, the dispute;
 - (ii) Agree to, or request the appointment of, a mediator.
- (d) Party, or parties requesting the mediation must pay the costs of the mediation.
- (e) The mediator must be:
 - (i) a person chosen by agreement between the parties; or
 - (ii) in the absence of agreement:
 - (i) if the dispute is between a Member and another Member – a person appointed by the Board of Management; or
 - (ii) if the dispute is between a Member or more than one Member and the Club, the Board of Management or a Member of the Board of Management then an independent person who is a mediator appointed to, or employed with, a not-for-profit organisation.
- (f) A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.
- (g) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

- (h) 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.
- (i) The mediator, in conducting the mediation, must:
 - (i) give the parties to the mediation process every opportunity to be heard;
 - (ii) allow all parties to consider any written statement submitted by any party;
and
 - (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (j) 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.

3. Inability to Resolve Disputes

- (a) 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.

26. REQUIRMENTS UNDER THE LIQUOR CONTROL ACT 1988

1. The Club will maintain a Club License under the current Liquor Act and its amendments and shall at all times obey and abide by the Liquor Act as it affects the Club.
2. The Club shall appoint and ensure that an approved Bar Manager is on the licensed premises for the purposes of observing liquor licensing requirements and regulations, as required under the Liquor Act.
3. The Club shall be open for sale of liquor during such hours as the Board of Management shall from time to time determine and as permitted under the License granted under the Liquor Act.
4. No liquor shall be sold or supplied to a Person under the age of eighteen (18) years.
5. No Person under the age of eighteen (18) years shall be employed in or about the Bar of the Club or in the delivery of liquor to the Club's premises
6. No Person shall enter the area behind the Bar unless authorised to do so by the Bar Person on Duty, the Bar Manager, or a Member of the Board of Management
7. No unauthorised gambling shall be permitted on the Club's premises.
8. **Visitors** - The Club may allow Visitors onto the premises, as per the requirements of the Liquor Act.
 - (a) Visitors shall not be entitled to be present at any meeting of the Members of the Club, nor have any right, title or interest in or to any of the property of the Club.

- (b) Visitors will be subject to withdrawal by any Club official, including Bar Persons or Duty Manager, acting on the best interests of the Club.
 - (c) an up-to-date register of Visitors must be continually available for inspection at the Club premises by Authorised Officers.
9. Any Person can and will be refused Bar service, if in the opinion of the Person on Bar duty or any Member of the Board of Management considers further service is unwarranted for any reason including but not limited to the requirements of Responsible Service of Alcohol
 10. Any Person asked by the Person on Bar Duty, The Bar Manager of any Member of the Board of Management to leave the Club's premises shall do so without question.
 11. No liquor shall be sold or supplied for consumption other than on the Club's premises.
 12. The Club may seek an Extending Trading Permit if an event or function held at the Club requires an extension to the current permitted trading hours.

27. COMMON SEAL

1. The Club shall have a Common Seal, which shall be kept in the custody of the Secretary/Manager and shall not be affixed to any document except by the authority of the Board of Management and in the presence of one Member of the Board.
2. Any document to which the Common Seal is affixed shall be countersigned by the Secretary/Manager or an Officer appointed by the Board of Management for that purpose.
3. The Club may execute a document without using a Common Seal if the document is signed by:
 - (a) any two Members of the Board of Management; or
 - (b) one Member of the Board of Management and a Person authorised by the Board.

28. DISSOLUTION OF THE CLUB

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

- (b) is party to any current legal proceedings; or
 - (c) has any other outstanding legal obligations that the Club is unable to meet
3. Upon cancellation of the Club, the Surplus Property must only be distributed in accordance with Part 3 (Division 1) Section 24 of the Act to one or more of the following:
- (a) an incorporated association under the Act;
 - (b) a body corporate that at the time of the distribution is the holder of a licence under the *Charitable Collections Act 1946* in Western Australia;
 - (c) a company limited by guarantee that is registered as mentioned in Section 150 of the *Corporations Act 2001*;
 - (d) a company holding a licence that continues in force under Section 151 of the *Corporations Act 2001*;
 - (e) a body corporate that:
 - (i) is a member or former member of The Club; and
 - (ii) at the time of the distributed surplus property, has rules that prevent the property being distributed to its Members;
 - (f) a trustee for a body corporate referred to in Section 24 Paragraph (e) of the Act; or
 - (g) a co-operative registered under the *Co-operatives Act 2009* that, at the time of the distribution, is a non-distributing co-operative as defined in that Act.

29. GENERAL PROVISIONS

1. These Rules shall be the Rules of the Club and shall be binding on all Members
2. No Member of the Club, is to authorise or conduct affairs directly or indirectly connected with the Club without the approval of the Board of Management.
3. The Club will accept no liability of any playing or non-playing member, Guest or Visitor in respect of any ambulance fee incurred
4. A groundsman or any other nominated Person or Persons may at the discretion of the Board of Management be paid an agreed amount to mark the pitches, put up nets, take them down, set up corner flags and remove after a game. These tasks are required to be undertaken during the soccer playing season for both Junior and Senior teams.
5. A nominated Person or Persons may at the discretion of the Board of Management be paid an agreed amount to run and manage the Canteen on behalf of the Club. This Person or Persons may be employed every day that is required for home team games and any other function where considered necessary.
6. A certified or approved Person or Persons may at the discretion of the Board of Management be paid to run and manage the Club's Bar at times consistent with the trading

times permitted under the Club's Liquor license.

7. All Members and Guests or Visitors of the Club are required to obey and abide by the Club's Codes of Conduct, including those as set out by the *Liquor Control Act 1988*.
8. Unacceptable or anti-social behaviour and or bad language will not be tolerated from any Member of the Club and or Guests or Visitors to the Club
9. So long as the Club is Licensed under the *Liquor Control Act 1988*, the Board of Management and all Members shall at all times obey and abide by the provision of the *Liquor Control Act 1988* as it affects the Club.
10. The clubhouse and other club facilities is to be provided and maintained from the joint funds of The Club and no person shall be entitled under these rules to derive any benefit or advantage from The Club which is not shared equally by every member thereof, however does not prevent the disbursement of payments and reimbursement of funds in accordance with Rule 5.
11. No Member shall be entitled to take any legal action against The Club, other than a claim for goods sold and delivered and services rendered, and must conform to the decisions of the Board of Management and in the case of an appeal, to the decision of the General Meeting to which they may appeal.
- 12 The interpretation of these Rules and any by-laws of the Club shall, unless set aside by a General meeting called for that purpose, be in the sole determination of the Board of Management whose decision shall be binding on all Members.
- 13 Advertising of or for any commercial enterprise, political party, or unauthorised events are not permitted at any time unless authorised by the Board of Management.

30. AFFILIATES

1. An affiliate may be formed within the Club for sporting or special interest groups (i.e. Darts Group)
2. All Members of the Affiliate are required to make application to the Club for a Social Class of Membership and pay the required annual Membership Fee or other subscription fee as set by the Board Management from time to time
3. Any assets of the Affiliate provided to them by the Club remains the property of the Club
4. The committee of the Affiliate shall not do, or omit to do, anything that is likely to prejudice or not be in the best interest of the Club
5. Members of any Affiliate involved in any activity of or related to the Affiliate shall indemnify the Club and its representatives from any problem, direct or indirect loss or damage, claim or proceedings (including negligence) caused or contributed by their activity.

31. BY-LAWS

1. A By-Law must be consistent with the Act, any and all regulations and these Rules. The Rules of an Association bind the Club and the Members as an enforceable contract between them. By-Laws do not have that status. The use of By-Laws should be reserved for the procedural and administrative matters of the Club.
2. The Club may, by resolution at a meeting of the Board of Management, make amend or revoke any By-Laws, by a majority vote of the Members of the Board of Management.
3. Any amendment, revocation or addition of any By-Laws must be notified to all Members with a Notice on the Club's Notice Board.
4. By-Laws may:
 - (a) provide the rights and obligations that apply to any Class of Membership approved under Rule 8
 - (b) impose restrictions of the Board of Management's powers, including the power to dispose of the Club's assets
 - (c) impose requirements relating to the financial reporting and financial accountability of the Club and the auditing of the Club's accounts
 - (d) provide for any other matter that the Board of Managements of the Club considers necessary or convenient to be dealt with in the By-Laws
 - (e) a By-Law is of no effect if it is inconsistent with the Act, any and all regulations or these Rules
 - (f) at the request of a Member, the Club must make a copy of the By-Laws available for inspection by the Member.
5. By-Laws do not form part of the Rules of Association of the Club and are not required to be lodged with the Commissioner.