

ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

EAST ALBURY TENNIS CLUB INCORPORATED

FOREWORD

This Constitution has been based on the “*Model Sport Club Constitution - May 2009*” prepared by Lander & Rogers Lawyers, Level 5, 123 Pitt Street Sydney for NSW Sport and Recreation as a guide for Sport clubs in the community to upgrade their existing constitutions.

The *model* assumes that the club will either be directly affiliated with the state peak body for that particular sport, or that the club will participate with a regional sport association, which in turn is affiliated with the state body.

The model constitution template has been used as far as possible although it does include some existing clauses from East Albury Tennis Club’s current ‘rules’ at the time this constitution was being drafted.

REVIEW/REVISION OF CONSTITUTION

This constitution was last reviewed and subsequently endorsed/adopted at the Annual General Meeting convened on 24 July 2018.

This constitution supersedes the previous ‘East Albury Tennis Club Inc. Rules’ dated July 1999.

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1. NAME OF CLUB

The name of the Club is East Albury Tennis Club Incorporated (EATC).

2. DEFINITIONS AND INTERPRETATION

2.1 DEFINITIONS

In this Constitution unless the contrary intention appears:

“**Act**” means the *Associations Incorporation Act 2009 (NSW)*.

“**Annual General Meeting**” means the annual general meeting of the Club held in accordance with **clause 19**.

“**Club**” means East Albury Tennis Club Incorporated (EATC).

“**Board**” means the body managing the Club and consisting of the Executive and General Committee Members in accordance with **clauses 13, 14 and 15**. (Note: “Committee” shall be taken to mean the same as “Board” throughout this Constitution).

“**Committee**” means the same as “Board”.

“**Constitution**” means this Constitution of the Club.

“**Executive**” means the body consisting of Executive Members of the Club in accordance with **clause 15**.

“**Executive Member**” means a member of the Executive and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.

“**Family Member**” means a registered, financial member of the Club who has paid their annual membership as part of a family group and who is otherwise recognised by the Club as an Individual Member.

“**Financial Year**” means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

“**General Committee Member**” means a member of the General Committee and includes any person acting in that capacity from time to time and as appointed in accordance with this Constitution.

“**General Meeting**” means a general meeting of the Club held in accordance with **clause 18**.

“**Individual Member**” means a registered, financial member of the Club or a natural person who is at least 16 years of age at 1 October and who is otherwise recognised by the Club as an Individual Member.

“**Intellectual Property**” means all rights subsisting in copyright, business names, names, trade-marks (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 the Region.

“**Junior Member**” means a registered, financial member, aged less than 16 years of age at 1 October and who is otherwise recognised by the Club as an Individual Member.

“**Life Member**” means an individual appointed as a Life Member of the Club under **clause 5.2**.

“**Meeting**” means a convened meeting of the Club in accordance with this Constitution and includes the Annual General Meeting, a Special General Meeting or a General Meeting.

“**Member**” means a member for the time being of the Club under **clause 5**.

“**Non-playing or Community Member**” means a registered, financial member who does not play tennis but wishes to be part of the Club who is otherwise recognised by the Club as an Individual Member.

“**Objects**” means the objects of the Club in **clause 3**.

“**Public Officer**” means the person appointed to be the public officer of the Club in accordance with the Act.

“**Register**” means a register of Members and Life Members kept and maintained in accordance with **clause 7**.

“**Regulations**” means any Regulations made by the Committee under **clause 33**.

“**Seal**” means the common seal of the Club (if any) in accordance with **clause 25**.

“**Special General Meeting**” means a special general meeting of the Club held in accordance with **clause 20**.

“**Special Resolution**” means a special resolution defined in the Act.

2.2 INTERPRETATION

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty;
- (c) a reference to the exercise of the power or authority of the performance of the duty;
- (d) words importing the singular include the plural and vice versa;
- (e) words importing any gender include the other genders;
- (f) references to persons include corporations and bodies politic;
- (g) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (i) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 SEVERANCE

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 THE ACT

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

3. OBJECTS OF THE CLUB

The Club is established solely for the Objects.

The Objects of the Club are to:

- (a) conduct, encourage, promote, advance and administer tennis at the Club's facilities;
- (b) act, at all times, on behalf of and in the interest of the Members, the Club and tennis in the local area;
- (c) ensure the maintenance and enhancement of the Club and its facilities, along with its standards, quality and reputation for the benefit of the Members and tennis;
- (d) review and/or determine any matters relating to tennis, including disciplinary matters, and the operation of the Club which may arise, or be referred to it, by any Member;
- (e) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of tennis at/for the Club;
- (f) affiliate and otherwise liaise with the Albury Tennis Association, Tennis NSW and Tennis Australia of which the Club is a Member and adopt their rule and policy frameworks to further these Objects;
- (g) abide by, promulgate, enforce and secure uniformity in the application of the rules of tennis as may be determined from time to time by Tennis Australia or IF and as may be necessary for the management and control of tennis and related activities in New South Wales;
- (h) represent the interests of its Members and of tennis generally in any appropriate forum in the Region;
- (i) advance the operations and activities, including its strength and stability, of the Club within the city and throughout the local area;
- (j) have regard to the public interest in the Club's operations; and
- (k) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE CLUB

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

5. MEMBERS

5.1 MEMBERS

The Members of the Club shall consist of:

- (a) Individual Members, who subject to this Constitution, shall have the right to receive notice of all Meetings and to be present, to debate and to vote at Special General Meetings or the Annual General Meeting but only if they have been a financial member of the Club for no less than one (1) year immediately prior to such meetings;
- (b) Junior Members, who subject to this Constitution, shall have the right to receive notice of all Meetings but has no right to be present or debate or vote at any of these Meetings;
- (c) Family Members, who subject to this Constitution, shall have the same rights as an Individual Member with the exception of those Family Members who are under 16 years of age at 1 October, who shall have the same rights as a Junior Member;
- (d) Non-Playing/Community Members who subject to this Constitution, shall have the same rights as an Individual Member; and
- (e) Life Members, who subject to this Constitution, shall have the right to receive notice of all Meetings and to be present, to debate and to vote at Special General Meetings or the Annual General Meeting only.

5.2 LIFE MEMBERS

- (a) The Committee may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership (subject to clause 5.2(c)) on the recommendation of the Committee must be a Special Resolution and voted on at the Annual General Meeting in accordance with **clause 19.2** and **19.4**.
- (c) Upon acceptance of Life Membership, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.
- (d) Life membership shall be considered/conferred in accordance with **Appendix A** of this Constitution.

6. MEMBERSHIP APPLICATION

6.1 APPLICATION FOR MEMBERSHIP

An application for membership must be:

- (a) in writing on the form prescribed from time to time by the Committee, from the applicant or its nominated representative and lodged with the Club; and
- (b) accompanied by the appropriate fee (if applicable).

6.2 DISCRETION TO ACCEPT OR REJECT APPLICATION

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

6.3 RENEWAL

- (a) Members (other than Life Members) must renew their membership annually by 31 October in accordance with the procedures set down by the Club from time to time.
- (b) Any Member more than two months in arrears with their annual subscription shall be notified in writing or by electronic mail thereof. If at expiration of another month the subscription is still unpaid, the Committee may consider any action necessary, but the liability for payment of the subscription shall continue and it shall be lawful for the Club to take legal proceedings to secure its payment if it wishes to do so.

6.4 DEEMED MEMBERSHIP

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any Member(s) of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

7. REGISTER OF MEMBERS

7.1 CLUB TO KEEP REGISTER

The Club shall keep and maintain a Register of Members in which shall be entered (as a minimum):

- (a) the full name, address (postal and/or electronically) and date of entry of each Member; **Note:** following the initial entry date, the date shall be updated with the date of the Member's annual renewal subscription payment; and
- (b) where applicable, the date of termination of membership of any Member.

7.2 INSPECTION OF REGISTER

Having regard to the Commonwealth Privacy Act (2000), confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Club President, Club Secretary, Life Member or Executive Member, shall be available for inspection (but not copying) by Members who make a reasonable request.

7.3 USE OF REGISTER

Subject to the Commonwealth Privacy Act (2000), confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner, as the Committee considers appropriate

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, Albury Tennis Association, Tennis NSW and Tennis Australia;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of tennis; and
- (e) they are entitled to all benefits, advantages, privileges and services of Club membership.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 NOTICE OF RESIGNATION

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.
- (b) Once the Club receives a notice of resignation of membership given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.
- (c) No Member shall be granted a transfer to another club without the fees noted in **clause 9.1(a)** being paid.

9.2 DISCONTINUANCE FOR BREACH

- (a) Membership of the Club may be discontinued by the Committee upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Constitution or any resolutions or determinations made or passed by the Committee or any duly authorised Committee.
- (b) Membership shall not be discontinued by the Committee under **clause 9.2(a)** without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

9.3 MEMBER TO RE-APPLY

A Member whose membership has been discontinued under **clauses 9.1** or **9.2**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Committee.

9.4 FORFEITURE OF RIGHTS

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

9.5 MEMBERSHIP MAY BE REINSTATED

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Committee with such conditions as it deems appropriate.

9.6 REFUND OF MEMBERSHIP FEES

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

10. DISCIPLINE

The Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Committee or any duly authorised committee;
- (b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or tennis; or
- (c) brought the Club, any other Member or tennis into disrepute.

That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club; see **Appendix B** for more detail.

The Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

11. SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and any fees or other levies payable by Members or visitors to the Club, and the time for and manner of payment, shall be as determined by the Committee and endorsed at the Annual General Meeting.

12. EXISTING MEMBERS (OF THE COMMITTEE)

The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. At this Annual General Meeting, the positions of the previous Committee Members shall be vacated, filled and otherwise dealt with in accordance with this Constitution.

13. ADMINISTRATION OF THE CLUB

13.1 GENERAL

The administration of the Club shall be the responsibility of a Committee jointly consisting of an Executive and General Committee Members, who shall report to the Members.

To assist with the administration, the Committee may appoint an Executive Officer and/or other appropriate personnel as are deemed necessary or appropriate.

The person known and appointed to the position of Executive Officer (or similar title) and any other pre-existing staff immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

The duties and responsibilities of any appointed person under this clause shall be defined/developed by the Committee.

13.2 ADMINISTRATIVE MANAGEMENT

The Secretary (a member of the Executive – see **clause 15.1**) shall keep a minute book wherein shall be entered the minutes of all resolutions and proceedings of the committee, sub-committees (if any) and also of all general, special general and annual general meetings of Members. He/she shall keep a list of the duly made alterations in accordance with this constitution.

13.3 FINANCIAL MANAGEMENT

The Treasurer (a member of the Executive – see **clause 15.1**) shall receive all monies for and on behalf of the Club, and immediately thereon pay such amounts into such bank/financial institution as the Committee may from time to time direct to the credit of an account styled “East Albury Tennis Club”. Such account shall be operated upon and if necessary overdrawn by any two of the Executive con-jointly, to pay all accounts and advances after same have been passed by the Committee, and to submit a revenue account and a balance sheet of the Club at General Committee meetings and the Annual General Meeting.

14. POWERS OF THE COMMITTEE

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Committee. In particular, the Committee shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the local area.

15. COMPOSITION OF THE COMMITTEE

The Committee shall consist of an elected Executive and elected General Committee Members.

15.1 COMPOSITION OF THE EXECUTIVE

The Executive shall comprise of four Executive Members, who must all be Individual Members and who shall be elected under **clause 16**.

The Executive shall consist of:

- (a) President;
- (b) Vice President;
- (c) Secretary; and
- (d) Treasurer.

Should a vacancy exist on the Executive and an existing current financial Member, either on the General Committee or not and who expresses an interest to fill that vacancy, the existing elected Committee may appoint that person to fill the vacant position on the Executive in accordance with the decision-making process of a General Committee Meeting - **clause 18.2**. Any casual vacancy may only be filled for the remainder of the Executive Member's term.

15.2 COMPOSITION OF THE GENERAL COMMITTEE

The General Committee shall comprise of up to eight Members, with a minimum of four, who must all be Individual Members and who shall be elected in accordance with **clause 16**.

General Committee Member(s) maybe allocated/take on portfolios as required and based on their expertise/skills.

16. ELECTION OF COMMITTEE MEMBERS

16.1 NOMINATIONS

Nominations for Executive and General Committee positions shall be called for twenty-one (21) days prior to the Annual General Meeting.

16.2 FORM OF NOMINATION

Nominations may be:

- (a) In writing; or
- (b) From the floor at the Annual General Meeting.

Where the nomination is in writing, it shall be:

- (a) Signed by two current financial members of the Club;
- (b) Certified by the nominee (who must be a current financial Individual Member) expressing their willingness to accept the position for which they are being nominated for; and
- (c) Received by the Club Secretary at close of business on the Friday preceding the Annual General Meeting.

Where the nomination is from the floor at the Annual General Meeting:

- (a) There must be a proposer and a seconder (both of who must be current financial Individual Members); and
- (b) The nominee (who must be a current financial Individual Member) shall verbally express their willingness to accept the position for which they are being nominated for.

16.3 ELECTIONS

- (a) If the number of nominations received for an Executive Position or the General Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Executive and the General Committee, then those nominated shall be

declared elected only if approved by a two-thirds majority of the vote count of the Members entitled to vote and present at the Annual General Meeting (as per **clause 19.4**).

- (b) If there are insufficient nominations received to fill all vacancies on the Executive or the General Committee, or if a person is not approved at the Annual General Meeting under **clause 16.3(a)** the position(s) will be deemed casual vacancies under **clauses 17.1** and **17.2**.
- (c) Voting shall be conducted in such manner and by such method as may be determined by the Committee from time to time.
- (d) If the number of nominations exceeds the number of vacancies to be filled and a secret ballot is required, voting papers shall be prepared containing the names of the candidates in alphabetical order of surname, for each position vacancy on the Executive and for the General Committee membership as a whole.

16.4 TERM OF APPOINTMENT FOR ELECTED COMMITTEE MEMBERS

The terms of appointment for the elected Executive and General Committee Members shall be for a term of one year.

Subject to provisions in this Constitution relating to early retirement or removal of elected Executive or General Committee Members, each shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the next Annual General Meeting.

17. VACANCIES ON THE COMMITTEE

17.1 CASUAL VACANCIES ON THE EXECUTIVE

The remaining elected Executive Members, subject to the approval of the whole Committee, may fill any casual vacancy occurring in the position of an Executive Member, that is, an existing Executive Member may fill two (maximum) Executive positions on the Committee.

An existing elected General Committee Member, subject to the approval of the whole Committee, may fill any casual vacancy occurring in the position of an Executive Member.

Any casual vacancy may only be filled for the remainder of that Executive Member's term.

17.2 CASUAL VACANCIES ON THE GENERAL COMMITTEE

An Individual Member who has expressed an interest in filling a vacant position on the General Committee, subject to the approval of the whole Committee, may fill any casual vacancy occurring on the General Committee.

Any casual vacancy may only be filled for the remainder of the General Committee Member's term.

17.3 GROUNDS FOR TERMINATION OF COMMITTEE MEMBERS

In addition to the circumstances in which the office of an Executive or General Committee Member becomes vacant by virtue of the Act, the office of such a Member becomes vacant if the Member:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;

- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns their office in writing to the Club;
- (e) is absent without the consent of the Committee from two meetings of the Committee held;
- (f) holds any office of employment with the Club without the approval of the Committee;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of their interest;
- (h) in the opinion of the Committee (but subject always to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;
or
 - (ii) has brought the Club into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001 (Cth)*.

17.4 COMMITTEE MAY ACT

In the event of a casual vacancy or vacancies in the office of an Executive Member or General Committee, the remaining Committee Members may act. However, if the number of remaining Committee Members is not sufficient to constitute a quorum at a General Committee meeting (as per **clause 18.4**), they may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute such a quorum.

18. COMMITTEE MEETINGS (see also clauses 22, 23 and 24)

18.1 COMMITTEE TO MEET

The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A Committee Member may at any time convene a meeting of the Committee within a reasonable time.

18.2 DECISIONS OF THE COMMITTEE

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee Members shall for all purposes be deemed a determination of the Committee.

All Committee Members shall have one (1) vote on any question.
Where voting is equal, the motion will be lost.

18.3 RESOLUTIONS NOT IN A COMMITTEE MEETING

- (a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (b) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one or more of the Committee Members is not physically present at the meeting, provided that:
 - (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) Notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution and such notice specifies that Committee Members are not required to be present in person;
 - (iii) If a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by the number of Committee Members which constitutes a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within 15 minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
 - (iv) Any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting, provided a Committee Member is there present and if no Committee Member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

18.4 QUORUM (FOR COMMITTEE MEETINGS)

The quorum for a Committee Meeting shall be more than half of the number of Committee Member positions **filled** with a minimum of five.

18.5 NOTICE OF COMMITTEE MEETINGS

Unless all Committee Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven days written notice of the meeting of the Committee shall be given to each Committee Member. The agenda shall be forwarded to each Committee Member not less than 48 hours prior to such meeting.

18.6 CHAIRPERSON

The Chairperson shall be the nominal head of the Club (i.e. the President) and will act as chair of any Committee meeting at which they are present.

If the President is not present, or is unwilling or unable to preside at a Committee Meeting, the Vice-President will act as chair of the meeting.

If the President and the Vice-President is not present, or is unwilling or unable to preside at a Committee Meeting, the remaining Committee Members shall appoint another Committee Member to preside as chair for that meeting only.

18.7 COMMITTEE MEMBERS' INTERESTS

A Committee Member is disqualified by holding any place of profit or position of employment in the Club or in any company or incorporated association in which the Club is a shareholder or otherwise interested or from contracting with the Club either as vendor, purchaser or otherwise except with express resolution of approval of the Committee. Any such contract or any contract or arrangement entered into by or on behalf of the Club in which any Committee Member is in any way interested will be void unless approved by the Committee.

18.8 CONFLICT OF INTEREST

A Committee Member shall declare their interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Committee, absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Committee Member votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Committee Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by a vote of the Committee, or if this is not possible, the matter shall be adjourned or deferred.

18.9 DISCLOSURE OF INTERESTS

- (a) The nature of the interest of a Committee Member must be declared by the Committee Member at the meeting of the Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Committee at the next meeting of the Committee. If a Committee Member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Committee held after the Committee Member becomes interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

18.10 GENERAL DISCLOSURE

A general notice stating that a Committee Member is a member of any specified firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.9** as regards such Committee Member and the said transactions. After the distribution of the general notice, it is not necessary for the Committee Member to give a special notice regarding any particular transaction with that firm or company.

18.11 RECORDING DISCLOSURES

Any declaration made, any disclosure or any general notice given by a Committee Member in accordance with **clauses 18.8, 18.9** and/or **18.10** must be recorded in the minutes of the relevant meeting.

19. ANNUAL GENERAL MEETING (see also clause 22, 23 and 24)

19.1 HOLDING OF ANNUAL GENERAL MEETING

An Annual General Meeting of the Club shall be held in accordance with the Act, this Constitution and the Regulations (if any) during the month of August on a date and at a time and at a venue to be determined by the Committee.

19.2 DECISIONS OF THE ANNUAL GENERAL MEETING

Subject to this Constitution any matter requiring a decision by motion, proposed and seconded shall be carried if it receives two-thirds majority of votes cast.

For the granting of Life Membership of the Club on an individual, the voting shall be by secret ballot **OR** by any other method which the Committee considers appropriate.

19.3 QUORUM (FOR ANNUAL GENERAL MEETING)

A quorum for the Annual General Meeting shall be eight eligible voting Individual Members, which must include any three of the existing Executive Members in office at the time.

19.4 VOTING RIGHTS (AT ANNUAL GENERAL MEETING)

Voting rights are restricted to any current eligible financial Individual Member (as defined in **clause 5**) and Life Members.

19.5 NOTICE OF ANNUAL GENERAL MEETING

- (a) The Club Secretary shall give 21 day's notice of the Annual General Meeting to all members (as per **clause 5.1**). Such notice shall be deemed to have been given if posted (electronically or mail; if the Member does not have the former) to the addresses of such members appearing in the Club's Register, or if, has placed such notice for publication in the Public Notices column of the local newspaper at least 21 day's before such meeting.
- (b) The notice shall specify the place, day and hour of the meeting.

19.6 CHAIRPERSON

The Chairperson shall be the nominal head of the Club (i.e. the President) and will act as chair of the Annual General Meeting until the election of Committee Members when all positions shall be declared vacant.

A Chairperson shall then be elected by a simple majority of those present entitled to vote and this person shall then conduct the election of all positions.

At the completion of the election of all positions, the new nominal head of the Club will resume the chairing of the Annual General Meeting.

If the nominal head of the Club is not present, or unwilling or unable to preside at the Annual General Meeting those present and entitled to vote shall appoint one of the members to preside as chair for that meeting until the election of Committee Members.

20. SPECIAL GENERAL MEETINGS (see also clauses 22, 23 and 24)

20.1 SPECIAL GENERAL MEETINGS MAY BE HELD

The Committee may, whenever it thinks fit, convene a Special General Meeting of the Club and, where, but for this clause more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

20.2 REQUISITION OF A SPECIAL GENERAL MEETING

- (a) The Committee shall on the requisition in writing of not less than 10 eligible Members (as per **clause 5**) convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Club Secretary and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Committee does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which the Committee convenes any General Meeting.

20.3 NOTICE OF SPECIAL GENERAL MEETINGS

The Committee shall give 10 day's notice of any Special General Meeting setting out the business to be brought before such a meeting. Such notice shall be deemed to have been given if posted (electronically or mail; if the Member does not have the former) to the addresses of such members appearing in the Club's Register, or if, has placed such notice for publication in the Public Notices column of the local newspaper.

20.4 DECISIONS OF SPECIAL GENERAL MEETINGS

Subject to this Constitution any matter requiring a decision by motion, proposed and seconded shall be carried if it receives two-thirds majority of eligible votes cast.

20.5 QUORUM (FOR SPECIAL GENERAL MEETINGS)

A quorum for a Special General Meeting shall be 10 eligible members, which must include any three of the existing Executive Members in office at the time.

20.6 VOTING RIGHTS (FOR SPECIAL GENERAL MEETINGS)

Voting rights are restricted to any current financial Individual Member (as defined in **clause 5**) and Life Members.

20.7 CHAIRPERSON

The Chairperson shall be the nominal head of the Club (i.e. the President) and will act as chair of the Special General Meeting.

If the President is not present, or is unwilling or unable to preside at a Special General Meeting, the Vice-President will act as chair of the meeting.

If the President and the Vice-President is not present, or is unwilling or unable to preside at a Special General Meeting, those present and entitled to vote shall appoint one of the Members to preside as chair for that meeting.

21. DELEGATIONS

21.1 COMMITTEE MAY DELEGATE FUNCTIONS

The Committee may, by instrument in writing, create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Committee determines from time to time. In exercising its power under this clause, the Committee must take into account broad stakeholder involvement.

21.2 DELEGATION BY INSTRUMENT

The Committee may in the establishing instrument delegate such functions as are specified in the instrument, other than:

- (a) This power of delegation; and
- (b) A function imposed on the Committee or the Executive Officer by the Act or any other law, or this Constitution or by resolution of the Club in a General Meeting.

21.3 DELEGATED FUNCTION EXERCISED IN ACCORDANCE WITH TERMS

A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

21.4 PROCEDURE OF DELEGATED ENTITY

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Committee under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Committee.

21.5 DELEGATION MAY BE CONDITIONAL

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

21.6 REVOCATION OF DELEGATION

At any time, the Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

22. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Committee and auditors, the election of Committee Members under this Constitution, the appointment of the auditors, the setting of fees and charges for the coming year, the setting of the discretionary amount which can be spent by a member of the Executive without first seeking approval of the Committee, the consideration of awarding Life Membership to a Member and the appointment of Patron(s).
- (b) All business that is transacted at a General Meeting and at an Annual General Meeting, with the exception of those matters set down in **clause 22(a)**, shall be “special business”.
- (c) No business other than that stated on the notice for a Special General Meeting shall be transacted at that meeting.

23. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as “special business” at a Committee Meeting or a Special General Meeting. All notices of motion must be submitted in writing to the Club Secretary or Executive Officer (if there is one) not less than seven days (excluding receiving date and meeting date) prior to the meeting.

24. PROCEEDINGS AT MEETINGS

24.1 QUORUM

See **clause 18.4, 19.3** or **20.5** for respective type of meeting.

24.2 CHAIRPERSON TO PRESIDE

See **clause 18.6, 19.6** or **20.7** for respective type of meeting.

24.3 ADJOURNMENT OF MEETING

- (a) If within half an hour from the time appointed for the commencement of the meeting, a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place as determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the commencement of the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 24.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

24.4 VOTING PROCEDURE

At any meeting with the exception of granting Life Membership, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the Chairperson; or
- (b) a simple majority of the Members present.

24.5 RECORDING OF DETERMINATIONS

Unless a poll is demanded under **clause 24.4**, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

24.6 WHERE POLL DEMANDED

If a poll is duly demanded under **clause 24.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

25. SEAL

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal must not be used without the express authorisation of the Committee. Every use of the Seal shall be recorded in the Club's minute book. Two Executive Members must witness the affixing of the Seal, unless the Committee determines otherwise.

26. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes under these rules between a Member and:
 - (i) another Member; or
 - (ii) the Club
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within 10 days, refer the dispute for resolution in writing to the Secretary of the Club. Any allegation must be supported by valid evidence and this evidence will be included with other information supplied by the aggrieved person.
- (d) The Secretary will record the received written grievance in a 'Grievance Register' with sufficient details to ensure subsequent follow-up of it.
- (e) The Secretary will then determine what the grievance is related to and develop an appropriate '*course of action*' to address the grievance. In order to provide an efficient handling of the matter, the Secretary may discuss the grievance with the President and/or the Vice President. Once the appropriate '*course of action*' in relation to the grievance is decided, which may include an immediate resolution, the Secretary will send a letter to the complainant

acknowledging receipt of the grievance and the proposed process of dealing with the grievance or the resolution to it.

- (f) Should the proposed process for dealing with the grievance as determined in **clause 26(e)** involve the Executive, the Committee or an appointed sub-committee, it may use any of the following methods to resolve the grievance (but not be limited to those methods):
 - (i) Provide a written reply to the aggrieved person detailing the matters considered by the Committee during the process;
 - (ii) Explain to the person who is aggrieved, any processes that have been/will be undertaken by the Club in relation to the issue relating to the grievance;
 - (iii) Obtain any background information in relation to the grievance, which may include confidential discussions related to the grievance with other relevant/appropriate parties;
 - (iv) After investigation resolve that the best way to resolve the matter is by mediation involving an independent mediator, of whose appointment is agreeable by the person making the grievance and the person who is the subject of the grievance. Should this be an option, refer to **clause 26(g)**;
 - (v) Deem the matter unable to be resolved after these processes have been followed; and
 - (vi) Take no action and the grievance dismissed (dependant on the validity of the grievance), although **clause 26(h)** must be complied with.
- (g) Should the method to resolve the grievance involve/require a mediator, the appointment of the mediator shall be in accordance with the following:
 - (i) The mediator must be a person chosen by agreement between the parties; or
 - (ii) 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 and the Committee – a person appointed or employed by Tennis NSW.
 - (iii) Should the appointed mediator want to charge a fee, then the fee will be paid by the parties on a 50/50 split basis.
 - (iv) A mediator appointed by the Committee may be a current Individual Member or a former Individual Member of the Club, but in any case, must not be a person who:
 - (a) has a personal interest in the dispute; or
 - (b) is biased in favour of or against any party.
 - (v) In conducting the mediation, the mediator must:
 - (a) give each party every opportunity to be heard;
 - (b) allow due consideration by all parties of any written statement submitted by any party;

- (c) ensure that natural justice is accorded to the parties throughout the mediation process; and
- (d) not determine the dispute but rather provide a recommending resolution in writing to the Secretary who shall table it with the Committee for endorsement.
- (vi) If the mediation process does not resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.
- (h) In all received grievance cases, the Secretary shall provide a reply letter outlining the findings and recommendations of the grievance to the person making the grievance, and depending upon the situation, to the person who is the subject of the grievance. The findings will be FINAL.
- (i) The Committee may prescribe additional grievance procedures consistent with this clause.

27. RECORDS AND ACCOUNTS

27.1 RECORDS

The Club shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Club and the Committee and shall produce these as appropriate at each Meeting.

27.2 RECORDS KEPT IN ACCORDANCE WITH ACT

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Treasurer and/or the Executive Officer.

27.3 CLUB TO RETAIN RECORDS

The Club shall retain such records for seven years after the completion of the transactions or operations to which they relate.

27.4 COMMITTEE TO SUBMIT ACCOUNTS

The Committee shall submit to the Members at the Annual General Meeting and at General Meetings, the statements of account of the Club in accordance with this Constitution and the Act.

27.5 ACCOUNTS CONCLUSIVE

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months after such approval or adoption.

27.6 NEGOTIABLE INSTRUMENTS

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Executive Members or in such other manner as the Committee determines.

28. AUDITOR

The Club at the Annual General Meeting shall appoint a properly qualified auditor or auditors. No person(s) so appointed shall be a member of the Committee.

The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the Corporations Act and generally accepted principles, and/or any applicable code of conduct.

The Committee in a General Meeting may remove the auditor.

The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

29. INCOME

29.1 Income and property of the Club shall be derived from such sources as the Committee determines from time to time.

29.2 The income and property of the Club shall be applied solely towards the promotion of the Objects.

29.3 Except as prescribed in this Constitution or the Act:

- (a) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

29.4 Nothing in **clauses 29.2** or **29.3** shall prevent payment in good faith of or to any Member for:

- (a) Any services actually rendered to the Club, whether as an employee, Executive Member, Committee Member or otherwise;
- (b) Goods supplied to the Club in the ordinary and usual course of operation;
- (c) Interest on money borrowed from any Member;
- (d) Rent for premises demised or let by any Member to the Club;
- (e) Any out-of-pocket expenses incurred by the Member on behalf of the Club;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

30. WINDING UP

- (a) Subject to this Constitution the Club may be wound up in accordance with the Act.
- (b) The liability of the Members of the Club is limited.
- (c) Every Member undertakes to contribute to the assets of the Club if it is wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which it ceased to be a Member and the costs, charges and expenses of winding up the Club, such an amount not exceeding one (Australian) dollar (AU \$1.00).

31. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Club by this Constitution. Such organisation(s) to be determined by the Members in a General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

32. ALTERATION OF CONSTITUTION

This Constitution can only be altered by Special Resolution at the Annual General Meeting or a Special General Meeting.

33. REGULATIONS

33.1 COMMITTEE TO FORMULATE REGULATIONS

The Committee may propose new Regulations or amendments or alterations to such Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and tennis at the Club as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution and any policy directives of the Committee.

The Committee shall adopt such Regulations at any General Committee meeting.

The Committee shall issue, interpret and administer such Regulations.

33.2 REGULATIONS BINDING

All Regulations are binding on the Club and all Members.

33.3 REGULATIONS DEEMED APPLICABLE

All clauses, rules, by-laws and Regulations of the Club in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and Regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply.

33.4 BULLETINS BINDING ON MEMBERS

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Committee and prepared and issued by the Club Secretary and/or the Executive Officer (if there is one). The matters in the Bulletins are binding on all Members.

34. STATUS AND COMPLIANCE OF ASSOCIATION

34.1 RECOGNITION OF THE CLUB

The Club is a Member of the regional and/or state bodies for tennis and is recognised by those bodies as the entity responsible for the delivery of tennis in the local area and is subject to compliance with this Constitution. The regional and/or state bodies' Constitutions shall continue to be so recognised and shall administer tennis in the local area in accordance with the Objects.

34.2 CONSTITUTION OF THE CLUB

This Constitution will clearly reflect the Objects of the region and state bodies for tennis and will conform to the Constitutions of those bodies, subject always to the Act.

34.3 REGION AND STATE TENNIS ORGANISATIONS

The Club may not resign, disaffiliate or otherwise seek to withdraw from its regional and/or state body without approval by Special Resolution.

35. PATRONS AND VICE PATRONS

The Club at its Annual General Meeting may appoint annually on the recommendation of the Committee a chief patron and such number of patrons, as it considers necessary, subject to approval of that person or persons.

36. INDEMNITY

- (a) Every Executive Member, General Committee Member and employee of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Executive Member, General Committee Member or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Club shall indemnify its Executive Members, General Committee Members and employees against all damages and losses (including legal costs) for which any such Executive or General Committee member or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
 - (i) In the case of an Executive Member or General Committee Member, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
 - (ii) In the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.

APPENDIX A – LIFE MEMBERSHIP GUIDELINES

PREAMBLE

Life Membership is an honour bestowed on individual Club members whose exceptional, loyal and outstanding service and contribution has a provided measurable benefit to the Club over an extended period of time.

The granting of life membership is a “balancing exercise” and therefore should be considered carefully. It should also be recognised that life membership does not have to be awarded each year and further, that one does not receive life membership for just being a member of the Club for an extended period of time, that is, it has to be earned.

PROCESS

1. Any current or retired Member can be nominated by a current Member with the nomination seconded by at least one other current Member.
2. Life Membership cannot be nominated or seconded by an immediate family member of the nominee.
3. Nominations should include the nominator’s reasons for putting forward the candidate with the support of favourable applications demonstrating minimum service requirements and examples meeting the criteria.
4. Nominations must be in writing, duly signed by the nominator and seconder(s) and passed to the Secretary before 1 May of the current year.
5. The processing of the nomination will be dealt with by the Committee or a sub-Committee appointed by the Committee. The latter will only apply if the nominee is a current Committee member, and in this case, the nominee cannot be part of the appointed sub-Committee.
6. If endorsed by the Committee (or the sub-Committee), the nomination will proceed to the next Annual General Meeting where it will be dealt with in accordance with **clauses 5.2, 19.2 and 19.4** of the Constitution.
7. If the nomination is not endorsed by the Committee (or the sub-Committee), reasons for its rejection will be provided to the Secretary who will then prepare a letter, which will be forwarded back to the nominator outlining such reasons.
8. If the nomination is ratified at the Annual General Meeting, the Life Membership must be recorded in the Register and the nominee’s name added to the Life Members board in the Club-house.

CRITERIA

Life membership should not be considered as a competitive matter and nominees must be considered individually and on their personal attributes and achievements, and not in comparison to others. While it is inevitable that comparisons will be made with past recipients, direct comparisons should not be made.

Criteria are provided as guidance, but it is the overall contribution of the nominee that must be evaluated. There is necessarily some subjectivity in the granting of life membership, and the nominee’s strengths against the various criteria will vary.

For any of the relevant criteria the nominee should have demonstrated a sustained, conspicuous and an exceptional level of service contribution beyond the ‘ordinary’ for an extended period of time, which has a measurable benefit to the Club and membership. In determining the level of significance, the Committee should consider this in the light of a very high-quality service; while a reasonable length of time of service is important, the overall riding criterion is the quality of service.

To assist with the nomination, and its assessment, some or all of the following criteria should be considered.

1. Minimum 15 years concurrent Club membership;
2. Minimum 10 years in specific roles that contribute to the benefit of the Club; these roles may include but not be restricted to – service on the Committee (particularly in 'Executive' roles), co-ordinator roles (e.g. night tennis, registrations, etc.), fund-raising activities, promotional and marketing, committee and/or support roles, etc.
3. Has the nominee represented the Club with distinction on regional committees, associations, councils, etc?
4. Has the nominee represented the Club as a player in local and regional competitions?
5. Has the nominee demonstrated attitude and demeanour that reflects dedication to the values of the Club, including good sportsmanship?
6. Has the nominee provided valued leadership around the Club and Is considered a 'role model'?
7. A nominee may qualify for consideration if the Committee considers that the nominee has rendered such service (above) over a shorter period.

RETRACTION OF LIFE MEMBERSHIP

Retraction of Life Membership bestowment may occur where the recipient has conducted him/herself in a manner that reflects directly and adversely on the image of the Club. This provision will only be exercised in exceptional circumstances and will require the full support of the Committee and the Members.

As part of the deliberation process, the 'Life Member' in question is also to be given the opportunity to present his/her case for retention of his/her status.

LIFE MEMBERSHIP BENEFITS

1. Full membership for life with no fees;
2. Free individual access to Club facilities and functions;
3. A commemorative Life Member badge; and
4. Recognition on the Club Honour Board.

APPENDIX B – DISCIPLINARY PROCEDURES, PENALTIES AND APPEAL MECHANISMS

PREAMBLE

The aim of disciplinary procedures is to provide for a fair and proper opportunity for a case to be dealt with in an impartial manner. The procedure does not have to be as formal as court proceedings and should ideally be dealt with quickly.

Disciplinary action against Club members, including expulsion without notice, may be taken for offences of misconduct or breach of the Club's Constitution or any rules introduced by the Committee. However, it is recognised and accepted that every member:

- Has the right to expect fair and consistent treatment;
- Has the right to adequate notice from the Club;
- Has the right to appeal against the classification of the incident or Judiciary Committee's decision in all disciplinary matters; and
- Has the right to representation.

No member will be expelled for the first breach of Club's rules except in cases of "gross misconduct". However, all disciplinary actions taken by the Club will be duly recorded and placed on file for reference at a future date.

The following disciplinary sanctions, may be applied, singly or in combination, but not limited to:

- Verbal reprimand;
- Written reprimand to be placed on file;
- Verbal apology;
- Written apology;
- Suspension from the Club;
- Expulsion from the Club; and
- other sanctions as may be considered appropriate for the offence.

CONFIDENTIALITY

The Club will, if appropriate, keep confidential the names and details relevant to specific complaints unless disclosure is necessary as part of the investigative, disciplinary and/or corrective process. Disclosure will however, be strictly confined to individuals in accordance with the principles of "*need to know*" basis.

It is expected that all parties involved in any dispute resolution process, including the complainant, the respondent, any witnesses and members of the Club Committee (both Executive and General), will ensure confidentiality is strictly maintained during the resolution process and after the conclusion of the dispute.

Confidentiality does not override requirements for mandated reporting of any alleged incidents of a criminal nature or neglect. Any complaint alleging criminal behaviour and/or activity will be reported immediately to police or other relevant Authority in accordance with the Club's legal and duty of care obligations.

LEVELS OF ACTIONS LEADING TO DISCIPLINARY ACTION

East Albury Tennis Club Inc. generally has three levels of actions that will lead to disciplinary action being brought by the Club against a member. These levels are:

- "**Misconduct**"

This is where the carrying out of an offence is considered to be of a minor nature (unless frequently repeated) and will normally incur a written warning from the Club together with an apology and/or a demand for full and appropriate corrective action. Repetitions of the offence or failure to comply with any demands of the corrective action may result in further action involving a disciplinary hearing. Examples of actions in this category include the following but is not limited to:

- Discourteous, crude or offensive behaviour at Club organised events or games in which the offender is representing the Club;
- Conduct of an unsafe nature;
- Offensive disregard for equipment or property;
- Refusal to carry out reasonable instructions issued by Club/event officials.

- **“Serious Misconduct”**

This is where the carrying out of an offence, which in the opinion of the Club Committee, is of such gravity that it warrants a disciplinary hearing. Examples of actions in this category include the following but is not limited to:

- Deliberate or consistent breaches of Club rules;
- Misconduct offences from above (ie “Misconduct” category) if considered especially grave or repeated;
- Theft or misappropriation;
- Use of threatening or abusive language;
- Malicious interference with equipment or property;
- Disregard for one’s own or other people’s safety;
- Any other action, which in the opinion of the Club Committee may bring the sport or the Club into disrepute, or which left unpunished, may result in the detriment of the Club or its members.

- **“Gross Misconduct”**

This is where an action is considered to be of such a seriousness that the Club Committee will require the immediate expulsion of the offender from the Club. The Committee may by means of an ‘executive decision’ summarily expel such offender without invoking a disciplinary hearing. The expelled member will have the right to a disciplinary hearing as soon as this can be arranged, but will remain expelled until and unless such a hearing overturns the ‘executive decision’. Examples of actions in this category include the following but is not limited to:

- Physical violence of assault towards other persons at a Club event or related activity, including serious threatening, intimidating or forceful behaviour;
- Reckless disregard of safety and basic safety rules;
- Other acts that are considered to be of an extremely serious nature perpetrated against the Club, its members or any other party.

PROCEDURE

1. No disciplinary action will be proceeded with unless a written complaint has been submitted to the Club Secretary within seven days of the alleged incident occurring.

The written complaint shall provide as a minimum, the following:

- time, date and place of the incident;
- name of the person who the complaint is about (the offender);
- objective description of the incident leading to the complaint (please be concise, accurate and non-judgemental);
- names of any witnesses; and
- name of the complainant

2. The Secretary together with the President will then assess the complaint and consider any further action, if necessary. This shall be completed within seven days of the Secretary receiving the complaint.
- (a) If the offence is considered to be one of simple misconduct, the Secretary will write and issue to the offender a 'formal written warning' including the demand for an apology or other corrective action as the Secretary and the President may deem appropriate. **Note:** the Secretary will also attempt to obtain approval for their action from the complainant. A 'disciplinary file' will be established by the Secretary in which will be placed copies and records of the original complaint, together with the written warning and any other correspondence.
- (b) Should the complaint be considered by the Secretary and the President as one of serious misconduct, then the following procedure will be implemented:
- A Judiciary Committee will be established consisting of the Secretary, one other member of the Club Executive (preferably the Club President) and one member from the General Committee. This Committee will appoint an Investigating Officer from within this group who will research evidence presented and, if possible, will obtain further written evidence, witness statements, etc.
 - If necessary the Investigating Officer will consult all relevant witnesses for supportive evidence.
 - Advise complainant that if a disciplinary hearing is called, then the complainant and all relevant witnesses will be obliged to attend to give evidence (see Notes 1 and 2 below). (Non-attendance at a hearing will only be allowed in extenuating circumstances, ie ill-health, threat of violence or intimidation, etc). In such circumstances/instances a sworn declaration must be submitted to the Club via the Secretary.
- Note 1: At a hearing, a party that is a minor (ie under the age of 18) must be accompanied by a parent or a guardian.
- Note 2: A person who is a legally qualified solicitor or barrister shall not be permitted to represent a party at a hearing of the Disciplinary Committee in that capacity or be represented on the Disciplinary Committee in that capacity.
- Contact the member subject of the complaint to advise of the official complaint and request the member to submit a written statement of events.
 - In cases of a personal nature, the Judiciary Committee will attempt to resolve the situation amicably and to the mutual satisfaction of the parties concerned.
 - If settlement cannot be agreed between the parties, or if the offence merits it, then a disciplinary hearing will be arranged as soon as possible.
 - Notify all parties as to the hearing date, time and venue, and ensure the parties have all relevant copies of paperwork in good time prior to the hearing.
 - Conduct the disciplinary hearing as per below.

DISCIPLINARY HEARING

The Club Secretary shall take charge of the hearing and all questions will be addressed through the Secretary.

The Judiciary Committee appointed in 2(b) above will conduct the hearing.

All statements received and developed throughout the investigative process to be interviewed at the hearing. **Note:** No witnesses or statements can be introduced at the hearing without prior notice, and copies of all written evidence produced for consideration prior to the hearing, to be available in advance to the parties.

The Disciplinary Committee may adjourn the hearing to allow further evidence to be referred to if the Disciplinary Committee considers it fair to do so.

After the Disciplinary Committee has reached a decision, the subject of the complaint (the offender) to be notified of such decision and informed of any penalties within seven days of the decision being reached.

After the Disciplinary Committee has reached a decision, the complainant shall also be notified of such decision and informed of any penalties within seven days of the decision being reached.

PENALTIES

Following the hearing, the Disciplinary Committee will apply such penalties as it considers appropriate, including temporary or permanent expulsion of the offender from the Club. Such penalties will have immediate effect from the date of decision, notwithstanding the possibility of an appeal in accordance with the next section of this Appendix.

Offences of cheating or those involving threats of physical violence will carry automatic expulsion from the Club and will preclude the offender from taking part in any Club activity or representing the Club in any team under the name of the Club (ie being a member of a Club team playing in the Albury Tennis Association 'Pennant' competition).

The Club will in all cases comply with the requirements of the state sporting organisation (Tennis NSW), the national sporting organisation (Tennis Australia) and all child protection related policies, Acts, etc, including immediate notification of the police where required.

APPEALS

If an appeal of the decision or the penalty is to be made then such notice of appeal must be submitted in writing to the Secretary by the offender within seven days of being notified of the decision.

No appeal will be valid or considered after that period has elapsed.

It will not be sufficient to just state "*I wish to appeal*"; the offender must give full written grounds for the appeal, stating exactly what is being appealed against and the reasons for this. An appeal together with full and recorded argument may be considered relative to:

- the process
- the decision;
- the penalty;
- other.

An appeal hearing will be convened as soon as practicable and will consist of an Appeal Committee of three members, two from the Executive and one from the General Committee, all of who did not take part in the first hearing, and who will appoint their own Chairperson.

New evidence cannot be presented at the appeal hearing. The Appeal Committee shall have the power to amend or revoke any decision made at the previous disciplinary hearing.

The decision of the Appeal Committee is final and binding on the parties and not subject to further appeal.