

# **CONSTITUTION**

**of**

## **THURINGOWA CITY BOWLS CLUB INCORPORATED**

**AS ACCEPTED BY THE MEMBERS AT A SPECIAL GENERAL  
MEETING ON 26 AUGUST, 2012**

**[and as amended - section 6 (c) on 18 May 2014]**

**[and as amended – section 5.2 (c) on 22 September 2018]**

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**Constitution of**  
**THURINGOWA CITY BOWLS CLUB INCORPORATED**  
**PART I – PURPOSES, POWERS, AND INTERPRETATION**

**1 NAME**

The name of the incorporated association is Thuringowa City Bowls Club Incorporated.

**2 PURPOSES OF ASSOCIATION**

The Club is established solely for these purposes. The purposes of the Club are to:

- (a) maintain and conduct a sporting and social Club and to build, maintain or otherwise provide facilities for the use and recreation of the Members;
- (b) conduct, encourage, promote, advance and administer Bowls throughout its local area;
- (c) act, at all times, on behalf of and in the interest of the Members and Bowls;
- (d) advance the operations and activities of the Club throughout the local area;
- (e) affiliate and otherwise liaise with Bowls Queensland (including, but not limited to, its Districts), Bowls Australia and/or World Bowls and adopt their rule and policy frameworks to further these purposes;
- (f) not affiliate with any Club, Association, or Corporation that has an object or purpose of a political or religious nature.
- (g) abide by, promulgate, enforce and secure uniformity in the application of the laws rules and regulations of Bowls as may be determined from time to time by Bowls Queensland, Bowls Australia and/or World Bowls and as may be necessary for the management and control of Bowls and related activities in Queensland;
- (h) raise and borrow any monies, and buy, sell or otherwise deal with any real or personal property required for the purposes of the Club upon such terms and conditions and/or on such securities as may be determined;
- (i) have regard to the public interest in its operations; and
- (j) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these purposes.

**3 POWERS OF ASSOCIATION**

Solely for furthering the purposes set out above, the Club has all the rights, powers and privileges conferred on it under the Act, in particular Division 3, clause 25, which reads:-

**25. General Powers**

- (1) *An incorporated association has, in the exercise of its affairs, all the powers of an individual.*
- (2) *An incorporated association may, for example—*

- (a) enter into contracts; and
- (b) acquire, hold, deal with and dispose of property; and
- (c) make charges for services and facilities it supplies; and
- (d) do other things necessary or convenient to be done in carrying out its affairs.

(3) An incorporated association may also issue secured and unsecured notes, debentures and debenture stock for the association.

## **4 DEFINITIONS AND INTERPRETATION**

### **4.1 Definitions**

In this Constitution, unless the contrary intention appears:

**Act** means the *Associations Incorporation Act 1981* (Qld).

**Annual General Meeting (AGM)** means a meeting of Members convened in accordance with rule 10.1.

**Annual Subscriptions** means the annual fees payable by each category of Member as determined by the Management Committee under rule 6.

**Bowls** means the sport and game of bowls as determined by World Bowls with such variations as may be recognised by Bowls Australia or Bowls Queensland from time to time.

**Bowls Australia (BA)** means Bowls Australia Incorporated, the governing body for Bowls in Australia, or its successors.

**Bowls Queensland (BQ)** means Bowls Queensland Incorporated, the governing body for Bowls in Queensland, or its successors.

**Club** means Thuringowa City Bowls Club Incorporated.

**Committee** means any committee of the Management Committee created under rule 20.5 from time to time.

**Constitution** means this constitution of the Club as amended from time to time.

**Delegate** means a person appointed to represent the Club at meetings.

**District** means a cluster of Bowls clubs designated by Bowls Queensland from time to time, brought together for the purpose of organizing competition within its boundaries and to carry out any other functions defined by Bowls Queensland from time to time.

**Financial Year** means the year ending on 30 June.

**General Meeting** includes an Annual General Meeting and any meeting of Members convened in accordance with rule 11.

**Life Member** means a person elected as such under rule 5.3.

**Management Committee** means the body consisting of the Officers under rule 15.

**Member** means any person recognized as a member of the Club by the Management Committee under rule 5 from time to time.

**Officer** means a member of the Management Committee and includes an Elected Officer.

**Ordinary Member** means a natural person recognized by the Club as a Member under rule 5.2 (a) from time to time. For the avoidance of doubt, such members must meet and maintain any criteria set by Bowls Queensland from time to time for “Affiliated Members” (or equivalent) under its constitution including payment of fees.

**President** means the President of the Club elected in accordance with rule 15 from time to time.

**Region** means an area of Queensland having boundaries as approved by Bowls Queensland from time to time. A reference to “Region” also includes the committee or other body appointed to administer an approved area.

**Register** means the Register of Members kept in accordance with rule 7.1.

**Regulations** mean any regulations made by the Management Committee under rule 32.

**Secretary** means the Officer elected to the Management Committee pursuant to Rule 15 or the Bowls Sections pursuant to Rule 21.

**Section/s** means the Bowling Sections of the Club.

**Special Resolution** has the same meaning as in the Act.

**Treasurer** means the Officer elected to the Management Committee pursuant to Rule 15.

**World Bowls (WB)** means World Bowls Limited, the international governing body for Bowls, or its successors.

#### **4.2 Interpretation**

In this Constitution:

- (a) a reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender include the other gender;
- (d) headings are for convenience only and shall not be used for interpretation;
- (e) words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;
- (f) references to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person;

(g) 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

(h) expressions referring to “writing” shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

#### **4.3 Enforceability**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so it is valid and enforceable. If it cannot be so read down the provision shall be severed to the extent of the invalidity or unenforceability. The remaining provisions of this Constitution and its validity or enforceability shall not be affected by the severance in any other jurisdiction.

### **PART II – MEMBERSHIP**

## **5 MEMBERSHIP OF CLUB**

### **5.1 Categories of Member**

The Members shall be of unlimited number, and shall be divided into the following categories:

- (a) Ordinary Members, who shall have the right to be present, debate and vote at General Meetings;
- (b) Life Members, who shall have the right to be present, debate and vote at General Meetings; and
- (c) such other category or categories of members as determined by the Management Committee from time to time.

### **5.2 Application for Membership – Ordinary Member**

(a) To be eligible for membership as an Ordinary Member, the applicant must be a natural person and meet any other criteria set by the Management Committee from time to time. For the avoidance of doubt, such members also must meet and maintain any criteria set by Bowls Queensland from time to time for “Affiliated Members” (or equivalent) under its constitution.

(b) Subject to this Constitution or any procedures set by the Management Committee from time to time, an application for membership as an Ordinary Member must be:

- (i) in writing in the form prescribed by the Management Committee from time to time;
- (ii) accompanied by the appropriate fee or fees, if any; and
- (iii) lodged with the Management Committee or its nominee.

(c) The Management Committee may, in its discretion, determine whether to approve or decline the application.

(d) If the Management Committee does not approve an application for membership, it shall, as soon as practicable, notify the applicant in writing that their application for membership is not approved. The Management Committee is not required to give reasons for its decision.

(e) If a person satisfies the criteria set by this rule and the Management Committee accepts the application for membership, the person shall be deemed an Ordinary Member, subject always to the payment of subscriptions and affiliation fees and this Constitution.

(f) Upon notification in writing of acceptance as an Ordinary Member all fees for the first year of membership shall be paid within 28 days of notice of acceptance.

(g) If the fees referred to in rule 5.2 (g) are not paid within the time specified in that Rule, the acceptance as an Ordinary Member shall be void unless the Management Committee is satisfied there is good reason for the non payment in which case the Management Committee shall set a further date for payment. If payment is not made by that further date, the acceptance as an Ordinary Member shall be void.

(h) Any person whose application for membership was not approved or whose acceptance as an Ordinary Member has been made void may not again apply for membership within a period of 6 months from notification of non approval or voidance.

### **5.3 Life Member**

(a) The Management Committee may recommend to the Annual General Meeting that any Ordinary Member 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 on the recommendation of the Management Committee must be a Special Resolution.

(c) A person may accept or decline the Club's resolution to confer life membership. On acceptance, the Register shall show the change of membership status.

(d) A life member shall not be required to pay the Club subscription nor affiliation fees.

### **5.4 Honorary Member**

The Management Committee may elect as an Honorary Member any person who has rendered service or benefit to the Club and fairly deserves recognition for providing this service or benefit and shall pay no subscription. An Honorary Member may bowl in social games when officially invited to do so.

### **5.5 Renewal of Membership**

Members may renew their membership for each year by the payment of the Annual Subscription and affiliation fees.

### **5.6 Deemed Membership**

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. Such membership shall continue subject to the terms of this Constitution.

### **5.7 Effect of Membership**

(a) Members acknowledge and agree that:

- (i) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Regulations;
- (ii) they shall comply with and observe this Constitution and the Regulations;
- (iii) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club;
- (iv) this Constitution and Regulations are necessary and reasonable for promoting the purposes of the Club; and
- (v) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Management Committee.

(b) Members may by virtue of membership of the Club and subject to this Constitution:

- (i) express in writing or otherwise their views and opinions in any meeting in respect of which they are entitled to participate in accordance with this Constitution;
- (ii) make proposals or submissions to the Management Committee;
- (iii) engage and participate in any activity approved, sponsored or recognised by the Club; and
- (iv) conduct any activity approved by the Club.

(c) A right, privilege or obligation of a person by reason of their membership of the Club:

- (i) is not capable of being transferred or transmitted to another person; and
- (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

(d) If a Member, by any breach of these rules or by any unlawful act, causes the Club or any officer of the Club to pay any money, such member shall be civilly liable to the Club or such officer for the amount so paid.

## **6 SUBSCRIPTIONS AND FEES**

(a) The Annual Subscriptions payable by Members to the Club shall be fixed by the Members at the Annual General Meeting. Subject to rule 5 any other fees payable by Members to the Club, the benefits which apply to categories of Members, the time for and manner of payment, shall be determined by the Management Committee from time to time.

(b) The Management Committee is empowered to prevent any Member whose Annual Subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings.

(c) If any Member fails to pay the Annual Subscription ***and affiliation fees (if applicable)*** within one (1) month of the commencement of the ***calendar*** Year in any year his/her membership shall thenceforth cease but should a sufficient explanation be made to the Management Committee it shall have the power to restore ***that members*** name to the register upon payment of the amount due.

(d) The Management Committee may at any time strike a special levy on all members by a special resolution at a General Meeting of the Club. A notice advising the reason for and the amount of the levy that has been approved by the Club in general meeting shall be advised in writing to all members within seven (7) days of the general meeting. If a member fails to pay the levy within twenty-eight (28) days of the written advice shall be deemed to be un-financial and shall thereafter be deprived of all privileges of membership of the Club.

## **7 REGISTER OF MEMBERS**

### **7.1 Club to Keep Register of Members**

The Club shall keep and maintain a Register of Members in which shall be entered the full name, address, contact details, category of membership, membership number and date of admission and cessation of the name of each Member.

### **7.2 Inspection of Register**

The Register is available for inspection free of charge by any member upon request.

### **7.3 Use of Information in Register of Members .**

A Member of the Club must not

- (a) use information obtained from the Register of Members of the Club to contact, or send material to another member of the Club for the purpose of advertising for political, religious, charitable or commercial purposes;
- (b) disclose information that has been obtained from the Register of Members to a person who is not a member of the Club.

## **8 RESIGNATION OF MEMBERS**

### **8.1 Notice of Resignation**

Any Member who has paid all monies due and payable to the Club may resign from the Club by giving notice in writing to the Club of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.

### **8.2 Record of Resignation**

Upon receipt of a notice given under rule 8.1, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

### **8.3 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.

## **9 EXPULSION, SUSPENSION, OR FINING OF MEMBERS**

### **9.1 Management Committee Resolution**

Subject to this Constitution, the Management Committee may by resolution:

- (a) expel a Member from the Club; or
- (b) suspend a Member from membership of the Club or accessing certain privileges of membership for a specified period; or
- (c) fine a Member; or
- (d) impose such other penalty, action, or educative process as it sees fit.

#### **9.2 Basis for Management Committee Resolution**

The Management Committee may take any action under rule 9.1 if the Management Committee considers that the Member has:

- (a) breached, failed, refused, or neglected to comply with a provision of this Constitution or the Regulations;
- (b) acted in a manner unbecoming of a Member or prejudicial to the purposes and interests of the Club, or another Member; or
- (c) brought the Club, Bowls, or another Member into disrepute.

Such grounds do not constitute a grievance, and rule 22 does not apply.

#### **9.3 Notice of Alleged Breach**

Where the Management Committee considers that a Member may have satisfied one or more of the grounds in rule 9.2, the Management Committee shall, as soon as practicable, serve on the Member a notice in writing:

- (a) setting out the alleged breach of the Member and the grounds on which it is based;
- (b) stating that the Member may address the Management Committee at a meeting to be held not earlier than fourteen days after service of the notice;
- (c) stating the date, place and time of that meeting;
- (d) informing the Member that he or she may do one or more of the following:
  - (i) attend that meeting;
  - (ii) give the Club prior to or at that meeting a written statement regarding the alleged breach.

#### **9.4 Determination of Management Committee**

- (a) At a meeting of the Management Committee held in accordance with rule 9.3, the Management Committee shall:

- (i) give the Member every opportunity to be heard;
- (ii) give due consideration to any written statement submitted by the Member;
- (iii) afford the Member reasonable facilities for making representations to the Meeting as thought fit, but the Member shall not be entitled to be represented by a Solicitor, Barrister or any Agent, and
- (iv) by resolution determine whether the alleged breach occurred.

(b) If the Management Committee determines there was a breach of rule 9.2, it will determine what penalty (if any) shall be given to the Member.

## **9.5      Appeal to General Meeting**

(a) Where the Management Committee makes a determination under rule 9.4 the Member may appeal any part of that determination by providing the Club Secretary with notice setting out that the Member wishes to appeal the determination to the Club in a General Meeting. Such notice of appeal must be provided within 48 hours of the Member receiving the determination of the Management Committee.

(b) Where the Club Secretary receives a notice under rule 9.5(a), the Management Committee shall convene a General Meeting to be held within 21 days (or longer period if the Management Committee requires) of the date on which the Club Secretary received the notice. The original determination of the Management Committee shall stay in force until such time as the appeal is heard and a determination made.

(c) At a General Meeting of the Club convened under 9.5 (b):

- (i) no business other than the question of the appeal shall be transacted;
- (ii) the Management Committee may place before the meeting details of the grounds for its determination and the reasons for the passing of the determination;
- (iii) the member shall be given an opportunity to be heard;
- (iv) the members present shall vote by secret ballot on the question whether the determination should be confirmed or revoked.

(d) If at the General Meeting:

- (i) two-thirds of the Members present and entitled to vote do vote in favour of the confirmation of the Management Committee's determination, that determination is confirmed; and
- (ii) in any other case, the determination is revoked.

## **9.6      Procedures**

Subject to this rule and any other relevant provision of this Constitution, the Management Committee may regulate the procedures at its meetings and a General Meeting as it thinks fit.

## **PART III – GENERAL MEETINGS**

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## **10 ANNUAL GENERAL MEETINGS**

### **10.1 Annual General Meeting to be Held**

The Club shall convene and hold an Annual General Meeting of its Members in accordance with the provisions of the Act and on a date and at a venue to be determined by the Management Committee.

### **10.2 Business**

The Annual General Meeting will transact any business required by the Act and any other business of which notice is given in accordance with this Constitution.

### **10.3 Additional Meetings**

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.

## **11 GENERAL MEETINGS**

### **11. General Meetings May be Held**

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

### **11.2 Request for General Meetings**

(a) The Management Committee shall convene a General Meeting upon receiving a request in writing from not less than 10% of Members who would be entitled to vote at such General Meeting.

(b) The request for a General Meeting shall state the object(s) of the meeting and shall be signed by the Members making the request and be sent to the Club Secretary. The request may consist of several documents in a like form, each signed by one or more of the Members making the request.

(c) If the Management Committee does not cause a General Meeting to be held within thirty days after the date on which the request is sent to the Club Secretary, the Members making the request, or any of them, may convene a General Meeting to be held not later than sixty days after that date.

(d) A General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which General Meetings are convened by the Management Committee. All reasonable expenses incurred in convening the meeting shall be refunded by the Club to the persons incurring the expenses.

## **12 NOTICE OF MEETINGS**

### **12.1 Notice to be Given for General Meetings**

The Club Secretary shall, at least 21 days before the date fixed for holding a General Meeting, send to each Member entitled to vote at such meeting a notice in writing stating the place, date and time and

the nature of the proposed business to be transacted at the meeting. Notice may be given in any form permitted under rule 30.

## **12.2 Business of Meeting**

- (a) No business other than that set out in the notice convening the meeting shall be transacted at a General Meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 30 days notice in writing of that business to the Club Secretary who shall include that business in a notice calling the next General Meeting after the receipt of the notice.

## **13 PROCEEDINGS AT MEETINGS**

### **13.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for a General Meeting of the Club shall be 20% of Members.

- (a) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:
  - (i) if convened upon the requisition of Members, shall be dissolved; and
  - (ii) in any other case, shall stand adjourned to:
    - (A) the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place; or
    - (B) any date, time and place determined by the chairperson;

and if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present shall constitute a quorum.

### **13.2 Club President to Chair**

The Club President shall chair each General Meeting of the Club. If the Club President is absent from a General Meeting or is unwilling to act, then the Members present shall elect one of their number to preside as chairperson at the meeting.

### **13.3 Chairperson May Adjourn Meeting**

- (a) The chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (b) Where a meeting is adjourned for 14 days or more, a notice of the adjourned meeting shall be given as in the case of the General Meeting. Except as provided in this rule, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **14 VOTING AT GENERAL MEETINGS**

### **14.1 Voting Rights**

Subject to any other provision of this Constitution, each Ordinary Member and Life Member shall be entitled to one vote at General Meetings.

### **14.2 Voting Procedure**

- (a) Subject to rule 14.5, votes at a General Meeting shall be given in person by those present and entitled to vote.
- (b) Subject to rule 14.4, all questions arising at a General Meeting shall be determined on a show of hands.
- (c) In the case of an equality of votes on a question, the motion shall fail.

### **14.3 Recording of Determinations**

When a declaration is made by the chairperson that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost, then an entry to that effect in the minute book of the Club is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

### **14.4 Poll at General Meetings**

If a poll is demanded by the chairperson or any two Members, it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

## **PART IV – MANAGEMENT COMMITTEE**

## **15 MANAGEMENT COMMITTEE**

### **15.1 Powers of Management Committee**

- (a) The affairs of the Club shall be managed by the Management Committee constituted under rule 15.2.
- (b) Subject to this Constitution and the Act, the Management Committee:
  - (i) shall control and manage the business and affairs of the Club;
  - (ii) may exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and

(iii) has power to perform all such acts and things as appear to the Management Committee to be essential for the proper management of the business and affairs of the Club.

## **15.2 Composition of Management Committee**

The Management Committee shall consist of seven Officers who must all be Ordinary or Life Members and five of whom shall be Elected Officers in accordance with rule 16 and who shall be individually nominated as one of the following –

- (a) The Club President
- (b) The Club Deputy President
- (c) The Club Secretary
- (d) ***The Club Assistant Secretary***
- (e) The Club Treasurer
- (f) The Bowls Coordinator

## **15.3 Eligibility for Membership of the Management Committee**

- (a) Any member of the Club who holds a Management Committee or any other Committee position at another bowls club shall not be eligible to be elected or appointed to the Management Committee of the Club whilst they continue to hold such a position;
- (b) A Member must be a “Declared” member of the Club to be eligible for election or appointment to the Management Committee of the Club;

## **15.4 Additional Officers**

- (a) In addition to the Elected Officers referred to in rule 15.2, the Men’s Section President for the time being and the Ladies Section President for the time being shall be the other two Officers.
- (b) Both the Men’s and Ladies Section Presidents shall each serve a one (1) year term subject to their being reappointed by their Section Annual General Meeting. They shall each be considered a member of the Management Committee from the conclusion of the Section Annual General Meeting at which they were elected until the conclusion of the next ensuing Section Annual General Meeting.

## **15.5 Elected Officers**

- (a) Each Elected Officer shall take office from the conclusion of the Annual General Meeting at which they are elected and shall hold office until the conclusion of the Annual General Meeting following their election.
- (b) Officers are eligible for re-election.

## **15.6 Casual Vacancy**

In the event of a casual vacancy in the office of any Elected Officer, the Management Committee may appoint an appropriate Ordinary Member to the vacant office and the person so appointed may continue in office up to the end of the term of the Elected Officer they are replacing.

### **15.7 Transitional Arrangements**

(a) Notwithstanding any other rule of this Constitution, the transitional arrangements set out in this rule shall apply from the date of adoption of this Constitution.

(b) All Officers and office bearers of the club properly elected or appointed pursuant to a constitution of the Club in operation immediately before the commencement of this Constitution shall be deemed to have been elected or appointed in accordance with this Constitution until the first Annual General Meeting is held in accordance with this Constitution.

## **16 ELECTION OF ELECTED OFFICERS**

(a) The Club Secretary shall call for nominations at an appropriate time determined by the Management Committee. All Members shall be notified of the call for nominations in a manner determined by the Management Committee.

(b) Nominations of candidates for election as Elected Officers shall be:

(i) made in writing on the form provided by the Club from time to time signed by two Ordinary or Life Members as nominees and accompanied by the written consent of the nominee. The candidate must be an Ordinary Member; and

(ii) delivered to the Club Secretary or person nominated by the Management Committee by the date specified on the call for nominations.

(c) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Management Committee, then those nominated shall be declared elected.

(d) If there are insufficient nominations received to fill all vacancies on the Management Committee, nominations for the remaining positions shall be called for from the floor and failing any nominations received, those positions remaining will be deemed casual vacancies under rule 15.5.

(e) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Management Committee.

(f) Voting shall be conducted at the Annual General Meeting in such a manner and by such a method as determined by the Management Committee from time to time.

## **17 VACANCY ON THE MANAGEMENT COMMITTEE**

### **17.1 Grounds for Termination of Officer**

For the purposes of this Constitution, the position of an Officer becomes vacant if the Officer:

(a) in the case of an Elected Officer, ceases to be an Ordinary Member;

- (b) becomes bankrupt;
- (c) resigns their office by notice in writing given to the Club;
- (d) is subject to any sanction by the Management Committee, which sanction is confirmed by the Members, under rule 9;
- (e) is directly or indirectly interested in any contract or proposed contract with the Club and, in the opinion of the Management Committee, has deliberately, recklessly or negligently failed to declare the nature of his interest;
- (f) is removed from office in accordance with this Constitution;
- (g) dies or 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;
- (h) would be prohibited from being a Officer of a company under the *Corporations Act 2001* (Cwth); or
- (i) fails to attend three consecutive meetings of the Management Committee without having previously obtained leave of absence or provided reasonable excuse for such absence.

## **17.2 Removal of Officer**

- (a) The Club in a General Meeting may by Special Resolution remove any Officer before the expiration of their term of office and appoint another Member in their place to hold office until the expiration of the term of the first mentioned Officer.
- (b) Where the Officer to whom a proposed resolution referred to in rule 17.2 (a) makes representations in writing to the Club Secretary or the Club President and requests that such representations be notified to the Members, the Club Secretary or the Club President may send a copy of the representations to each Member or, if they are not so sent, the Officer may require that they be read out at the meeting and the representations shall be so read.

## **18 QUORUM AND PROCEDURE AT MANAGEMENT COMMITTEE MEETINGS**

### **18.1 Convening a Management Committee Meeting**

The Management Committee shall meet as often as is deemed necessary for the dispatch of business. Subject to this Constitution, in particular this rule 18, the Management Committee may regulate its meetings as it thinks fit.

### **18.2 Quorum**

- (a) One more than half the number of all Officers shall constitute a quorum for the transaction of the business of a meeting of the Management Committee.
- (b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week, or any date, time and place determined by the Club President.

(c) The Management Committee may act notwithstanding any casual vacancy. However, if there are casual vacancies in the office of an Officer such that the number of remaining Officers is not sufficient to constitute a quorum at a meeting of the Management Committee, those Officers may act only for the purpose of increasing the number of Officers to a number sufficient to constitute such a quorum.

### **18.3 Procedures at Management Committee Meetings**

(a) At meetings of the Management Committee, the Club President shall chair the meeting. If the Club President is absent or is unwilling to act, then the Deputy Club President shall preside or if the Deputy Club President is absent or is unwilling to act, the Management Committee shall elect one of their number to preside as chairperson at the meeting.

(b) Questions arising at a meeting of the Management Committee shall be determined on a show of hands or, if demanded by an Officer, by a poll taken in such manner as the person presiding at the meeting may determine.

(c) Each Officer present at a meeting of the Management Committee is entitled to one vote and, in the case of an equality of votes on a question, the motion shall fail.

(d) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all the voting Officers shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Officers.

(e) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Officers may be held where one or more of the Officers 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 Officers entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee;

(iii) in the event that a failure in communications prevents condition (i) from being satisfied by that number of Officers which constitutes a quorum, and none of such Officers 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 condition (i) is again satisfied. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and

(iv) any meeting held where one or more of the Officers is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Officer is there present and if no Officer is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

### **19 OFFICERS' INTERESTS**

## **19.1 General Principle**

An Officer is disqualified from:

- (a) 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
- (b) contracting with the Club either as vendor, purchaser or otherwise except with an express resolution of approval of the Management Committee. Any contract or arrangement in which any Officer is in any way interested which is entered into by or on behalf of the Club without the approval of the Management Committee, will be voided for such reason.

## **19.2 Disclosure of Interests**

The nature of the interest of such Officer must be declared by the Officer at the meeting of the Management Committee at which the contract or arrangement is first taken into consideration if the interest then exists or, in any other case, at the first meeting of the Management Committee after the acquisition of the interest.

## **19.3 General Disclosure**

A general notice that an Officer is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under rule 19.2 for such Officer and the said transactions. After such general notice it is not necessary for such Officer to give a special notice relating to any particular transaction with that firm or company.

## **19.4 Recording Disclosures**

It is the duty of the Club Secretary to record in the minutes any declaration made or any general notice as aforesaid given by an Officer in accordance with rules 19.2 and 19.3.

## **19.5 Conflicts**

An Officer, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the Officer is interested. If the Officer votes, the vote shall not be counted.

# **20 DELEGATED POWERS AND DUTIES**

## **20.1 Management Committee May Delegate Functions**

- (a) The Management Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. In the establishing instrument, the Management Committee may delegate such functions as are specified in the instrument, other than:

- (i) this power of delegation; and

- (ii) a function imposed on the Management Committee or the Club Secretary by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.
- (b) At any time the Management 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.

## **20.2 Executive Committee of the Management Committee**

- a) The Executive Committee of the Management Committee shall consist of Club President, Club Deputy President, Club Secretary and Club Treasurer – three members thereof to constitute a Quorum.
- b) It shall be the duty of the Executive Committee to transact any urgent business of the Club arising between Management Committee meetings that cannot be deferred to the next Management Committee Meeting and to submit a report of any such business transacted by it at the next meeting of the Management Committee; provided always that the Executive Committee shall not incur expenditure in excess of \$5000 between any meetings of the Management Committee, or deal with the property of the Club.
- c) The duties and scope of the authorities of the Executive Members are those contained in the Regulations/By-laws and each exercise of such authorities shall be ratified by the subsequent meeting of the Management Committee.

## **20.3 Exercise of Delegated Functions**

- (a) A function, the exercise of which has been delegated under this clause, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.
- (b) 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.

## **20.4 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 Management Committee under rule 18.3. The entity exercising delegated powers shall make decisions in accordance with the purposes of the Club under rule 2 and it shall promptly provide the Management Committee with details of all material decisions. The entity shall also provide any other reports, minutes, and information required by the Management Committee.

## **20.5 Committees**

- (a) As set out in rule 20.1, the Management Committee may establish and delegate any of its functions, powers or duties (except this power to delegate) to such committees as it thinks fit. The Management Committee may recall or revoke any such delegation or appointment and may amend or repeal any decision made by such committee.
- (b) The Management Committee may determine in writing the duties and powers afforded to any committee and the committee shall conform to any directions or Regulations that may be prescribed by the Management Committee in the exercise of such delegated powers.

(c) The Management Committee shall appoint an Officer as an ex-officio member of any committee so appointed.

## **20.6 Delegates of the Club.**

The Management Committee shall appoint Delegates to attend meetings and events on its behalf from time to time.

## **21 BOWLS SECTIONS**

(a) There shall be two Bowls Sections, known as the Men's Section and the Ladies Section and each Section shall, as a minimum, comprise; -

- Section President
- Section Vice-President
- Section Secretary
- Games Director

Selectors for each Section, comprising no less than three (3) eligible members are to be elected at each Section AGM. Such selectors groups shall act as sub-committees to the respective Bowls Sections and report to the Sections on a regular basis.

(b) The Sections shall be responsible to the Management Committee for the management and conduct of all Bowls activities including but not limited to pennant and social Bowls, respective Club championships, Club events and any other special events approved by the Management Committee.

(c) The Sections may hold such meetings as required but shall hold an annual meeting of its members at such date and place as the Section Officers determine but it must occur within one month prior to the Annual General Meeting of the Club. The Section Officers shall be elected each year at the annual meeting and shall remain in office until the election of the Section Officers in the following year. A quorum shall be 20% of eligible members.

(d) The procedures in rule 16, so far as they are applicable and with the necessary modifications, apply to and in relation to the election of the Section Officers.

## **PART V – MISCELLANEOUS**

## **22 GRIEVANCE PROCEDURES**

(a) The grievance procedure set out in this rule applies to disputes under this Constitution between:

- (i) a Member and another Member; or
- (ii) a Member and the Club.

(b) The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all of the 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, hold a meeting in the presence of a mediator.

(d) The mediator must be:

(i) a person chosen by agreement between the parties; or

(ii) in the absence of agreement:

(A) in the case of a dispute between a Member and another Member, a person appointed by the Management Committee; or

(B) in the case of a dispute between a Member and the Club, a person who is a mediator appointed or employed by the Dispute Resolution Centre (Queensland Department of Justice and Attorney General).

(e) A Member can be a mediator.

(f) 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 mediator, in conducting the mediation, must:

(i) give the parties to the mediation process every opportunity to be heard;

(ii) allow due consideration by all parties of 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.

(i) The mediator must not determine the dispute.

(j) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

## **23 SOURCES OF FUNDS**

The funds of the Club shall be derived from Annual Subscriptions, playing fees, raffles, donations and such other sources as the Management Committee determines.

## **24 APPLICATION OF INCOME**

(a) The income and property of the Club shall be applied solely towards the promotion of the purposes of the Club as set out in this Constitution.

(b) 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, but this shall not preclude payment to a Member in good faith for expenses incurred or services rendered.

(c) No commitment exceeding an amount to be determined at the Annual General Meeting shall be entered into by the Management Committee without the approval of the Members at a General Meeting.

## **25 SIGNING OF NEGOTIABLE INSTRUMENTS**

All cheques and other negotiable instruments shall be signed by two Officers or in such other manner approved by the Management Committee from time to time.

## **26 COMMON SEAL**

(a) The Club may have a seal upon which its corporate name shall appear in legible characters.

(b) The seal shall not be used without the express authorisation of the Management Committee. Every use of the seal shall be recorded in the Club's minute book. Two Officers must witness every use of the seal, unless the Management Committee determines otherwise.

## **27 ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution in accordance with the Act.

## **28 DISSOLUTION**

(a) In the event of the Club being wound up, the liability of any Member shall be limited to any outstanding monies due and payable to the Club, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by a Member.

(b) If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any property, the same shall not be paid to or distributed amongst the Members, but shall be given or transferred to some other organisation having purposes similar to the purposes of the Club and which prohibits the distribution of its or their income and property among its or their members and which is also not carried on for the profit or gain to its members. Such body or bodies to be determined by the Members at or before the time of dissolution and, in default thereof, by such judge of the Supreme Court of Queensland as may have or acquire jurisdiction in the matter.

## **29 INDEMNITY**

(a) Every Officer and employee of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by him/her in his/her capacity as Officer or employee in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in relation to any such proceedings in which relief is granted to him or her by the Court.

(b) The Club shall indemnify its Officers and employees against all damages and costs (including legal costs) for which any such Officers 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 a Officer, performed or made while 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, his or her employment by the Club.

### **30 SERVICE OF NOTICES**

- (a) Notices may be given to Members by sending the notice by hand, post or facsimile transmission or, where available, by electronic mail, to the Member's address or facsimile number or electronic mail address shown in the Register.
- (b) Notices may be given to the Club Secretary by sending the notice by hand, post to the Club's postal address or by facsimile transmission to the Club's facsimile number or by electronic mail to the Club's electronic mail address.
- (c) Where a notice is sent by post, service of the notice shall be deemed to be effected at the time the letter would have been delivered in the ordinary course of post.
- (d) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to the correct facsimile number.
- (e) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected by properly addressing and upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

### **31 CUSTODY OF BOOKS AND OTHER DOCUMENTS**

- (a) Except as otherwise provided in this Constitution, the Club Secretary shall keep in his or her custody or control all books, documents and securities of the Club except the books of accounts and cheque books which shall be held by the Club Treasurer.
- (b) The Club Secretary shall keep minutes of the resolutions and proceedings of each General Meeting and Management Committee meeting in books provided for that purpose, together with a record of the names of persons present at all meetings. The minutes of each Annual General Meeting, General Meeting and Management Committee meeting shall be signed by the Chairperson of the meeting or the Chairperson of the next meeting verifying the accuracy of those minutes.
- (c) Subject to the Act, no Member is entitled to inspect the accounts, books, securities and other relevant documents of the Club, unless authorised in writing by the Management Committee.

### **32 REGULATIONS/BY LAWS**

- a) The Management Committee and Men's and Ladies Section may make Regulations/By Laws and alter, amend or rescind the same as occasions may require, and enforce penalties for their breach. Such Regulations/By Laws shall have the same force and effect as this Constitution, but shall not in any way oppose or be in conflict with this Constitution. Such Regulations/By Laws shall be available for inspection in the Club premises. All Regulations/By Laws are binding on the Club and all Members.

(b) Amendments, alterations, interpretations or other changes to Regulations/By Laws shall be advised to Members by means of bulletins approved by the Management Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.