

CITY OF MELVILLE BRIDGE CLUB

CONSTITUTION

1. NAME

The name of the Club shall be the "*CITY OF MELVILLE BRIDGE CLUB INCORPORATED*" (or INC) hereinafter referred to as the Club.

2. DEFINITIONS

In this Constitution the following words and expressions shall have the meanings hereby assigned to them unless such meanings are excluded by or are repugnant to the context of the subject matter:

- 2.1 "ACT" shall mean the "Associations Incorporation Act 2015" and all subsequent amendments thereto.
- 2.2 "ABF" shall mean the "Australian Bridge Federation Incorporated
- 2.3 "AGM" shall mean the "Annual General Meeting" of the Club.
- 2.4 "BAWA" shall mean the "Bridge Association of Western Australia Incorporated".
- 2.5 "BY-LAWS" shall mean the laws governing all aspects of the conduct of Members and the use of the Club premises and facilities as promulgated by the Management Committee.
- 2.6 "CONSTITUTION" shall have the same meaning as Clauses specified and referred to as such in the Act.
- 2.7 "MANAGEMENT COMMITTEE" shall mean the Committee elected at the AGM to manage the affairs of the Club.
- 2.8 "SPECIAL RESOLUTION" shall mean any resolution passed at an Annual or Special General Meeting of the Club by a majority vote of not less than 75% (three fourths) of the Members present, entitled to vote and voting in person.
- 2.9 "ORDINARY RESOLUTION" other than Special Resolution shall mean any resolution passed at an Annual or Special General Meeting of the Club, by a simple majority vote of the Members present, entitled to vote and voting in person.
- 2.10 "RECORDER" means a person of high standing in the club who is appointed by the Committee to handle complaints about behaviour at the playing tables or on the Club premises.
- 2.11 "SUPPLEMENTARY REGULATIONS" shall mean the regulations governing the play of bridge in Club events, as determined and

promulgated by the Tournament Committee and in accordance with the Laws of Duplicate Bridge.

- 2.12 “STANDING ORDERS” shall mean the Clauses governing the conduct of business and proceedings at all General Meetings of the Club and regular meetings of the Management Committee as determined and promulgated by the Management Committee.
- 2.13 “THE CLUB” means the Association referred to in Clause 1.
- 2.14 “THE CHAIRPERSON” shall mean:
- (a) In relation to the proceedings at a Committee Meeting or General Meeting, the person presiding at the Committee Meeting or General Meeting in accordance with Clause 11.1(a); or
 - (b) Otherwise than in relation to the proceedings referred to in paragraph (a), the person referred to in paragraph 11.1 (a); or
 - (c) If that person is unable to perform his or her functions, the acting President appointed by the Committee.
- 2.15 “THE COMMISSIONER” shall mean the Commissioner for Consumer Protection exercising powers under the Act.
- 2.16 “THE COMMITTEE” means the Committee of Management of the Association referred to in Clause 11.1.
- 2.17 “THE SECRETARY” shall mean the Secretary referred to in Clause 11.1(c).
- 2.18 “THE TREASURER” shall mean the Treasurer referred to in Clause 11.1(d).

3. OBJECTS

The Objects of the Club shall be:

- (a) To promote and encourage the game of contract bridge.
- (b) To affiliate with the ABF and BAWA and co-operate with kindred clubs and associations.
- (c) To provide social interaction for Members.
- (d) To provide adequate and comfortable premises for the Club together with all necessary facilities, including provisions for people living with disability, and a satisfactory and safe environment according to law.
- (e) To do all such other things as are conducive or incidental to the promotion of these objects.

4. INCOME AND PROPERTY OF THE CLUB

- 4.1 The property and income of the Club must be applied solely towards the promotion of the objects or purposes of the Club and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any member, except in good faith in the promotion of those objects or purposes.
- 4.2 A payment may be made to a member, including a member of the Management Committee, out of the funds of the Club only if the payment is authorized by resolution of the Club or is authorized under paragraph 3 of this section.
- 4.3 A payment to a member out of the funds of the Club is authorized if it is:
- (a) payment in good faith to the member as reasonable remuneration for any services provided to the Club, or for goods supplied to the Club, in the ordinary course of business; or
 - (b) payment of interest, on money borrowed by the Club from the member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or
 - (c) payment of reasonable rent to the member for premises leased to the Club; or
 - (d) reimbursement of out-of-pocket expenses for travel and accommodation in connection with the performance of the member's functions; or
 - (e) reimbursement of any other reasonable expenses properly incurred by the member on behalf of the Club.

5. MEMBERSHIP

- 5.1 Membership shall be open to all persons subscribing to the Objects of the Club and agreeing to comply with its Constitution.
- 5.2 Applicants for membership must complete and sign the Application Form provided for that purpose.
- 5.3 Names of persons who have applied for membership shall be posted on the Club notice board for at least fourteen days.
- 5.4 The Management Committee shall consider and accept, reject or defer such applications without applying any discrimination.
- 5.5 There shall be the following classes of Members:
- (a) Home Club Member

A Home Club Member is a person who has specified City of Melville

Bridge Club as their Home Club, has been duly approved by the Management Committee, and who has paid the appropriate membership Subscription.

(b) Alternate Member

An Alternate Member is a person who has specified another Club as their Home Club, has been duly approved by the Management Committee, and who has paid the appropriate membership fees.

(c) Life Member

Life Members shall hold the honour during their lifetime and shall be exempt from the payment of Annual Subscriptions and other fees, and shall have all the rights, privileges and responsibilities of Home Club Members.

(d) Honorary Member

An Honorary Member is deemed to be a person who has been duly appointed to Honorary Membership by the Management Committee for such period as the Management Committee sees fit. An Honorary Member shall not be required to pay the Joining Fee (if any) or the Annual Subscription and shall have all the rights, privileges and responsibilities of Alternate Members but may not vote at General Meetings of the Club.

(e) Youth Member

A Youth Member will be aged 18 years to 25 years and will pay 50% of the Annual Subscription paid by Home Club Members.

- 5.6 No member may have more than two guests per day to any function or activity at the Club.

6. REGISTER OF MEMBERS OF CLUB

- 6.1 The Secretary, on behalf of the Club, must comply with Section 53 of the ACT by keeping and maintaining in an up to date condition a register of the members of the Club and, upon the request of a member of the Club, shall make the register available for the inspection of the member in accordance with Section 54 of the ACT. Should the member wish to make a copy of or take an extract from the register they shall provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that purpose is connected with the affairs of the club.
- 6.2 The Secretary must cause the name of a person who dies or who ceases to be a member under Clause 7 to be deleted from the register of members referred to in Clause 6.1.

- 6.3 The Club shall keep an up to date register of members in respect of each class of membership. This register must be continually available for inspection at the club premises.

7. TERMINATION OF MEMBERSHIP OF THE CLUB

7.1 Membership of the Club may be terminated upon:

- (a) receipt by the Secretary or another Committee member of a notice in writing from a member of his or her resignation from the Club. Such person remains liable to pay to the Club the amount of any subscription due and payable by that person to the Club but unpaid at the date of termination; or
- (b) non-payment by a member of his or her subscription by 1st May; or
- (c) expulsion of a member in accordance with Clause 8.

8. DISCIPLINARY POWERS OF THE MANAGEMENT COMMITTEE

8.1 (a) Each member on joining the Club implicitly undertakes to comply with the Constitution of the Club and its by-laws and regulations.

(b) Any conduct which is unbecoming shall render the member liable to expulsion, suspension, caution or such other action as the Management Committee determines.

8.2 The Management Committee shall appoint a Club Recorder who shall consider verbal or written complaints regarding behaviour or other issues to do with conduct at the playing table or on the Club premises, and shall mediate those complaints in accordance with terms of reference approved by the Management Committee, or refer them to the Management Committee under Clause 8.3 below.

8.3 (a) Notwithstanding the role of the Club Recorder, the Management Committee may of its own volition or on receipt of a complaint in writing hold an enquiry concerning the conduct of any member.

(b) The member shall be furnished with a copy of the complaint and the reasons for the enquiry and shall have the right to be heard by the Management Committee before its decision is made.

(c) If the member wishes to appeal against the decision of the Management Committee she or he may, by giving notice in writing to the Secretary within seven days of the communication of the decision of the Management Committee, require that the Management Committee refer the decision without delay to a Special General Meeting. The decision of the Management Committee to expel or suspend shall prevail unless reversed by resolution of the majority of those present voting at the meeting by secret ballot.

8.4 If the President and Recorder both consider that the behaviour of the

person who is subject to action under this section poses a serious threat to the integrity of bridge sessions (for example behaviour such as, but not limited to, cheating or intimidation) the President may exclude the member from playing at the club while the procedures prescribed under this section are being conducted.

9. SUBSCRIPTIONS AND FEES

- 9.1 The annual subscription will comprise 2 parts: the club annual subscription, to be paid by home-club and non home-club members; and the BAWA and ABF affiliation and capitation fees which home-club members will be charged.
- 9.2 The amount of annual subscription and the nomination fee will be set by the Management Committee. BAWA and ABF affiliation and capitation fees will be set by those organizations. Any increase to the club annual subscription and/or nomination fee that is more than two dollars or the increase in the Consumer Price Index since the fees were last changed (whichever is greater) must be ratified by members at an AGM or a Special Meeting called for that purpose. Increases to BAWA and ABF affiliation and capitation fees may be applied without ratification by members.
- 9.3 The annual subscription shall become due and payable on 1st March each year. Payment of the annual subscription by 31st March each year shall validate membership until the end of February in the following year.
- 9.4 Competition entrance fees, table charges and other levies for Members and visitors shall be determined by the Management Committee from time to time.
- 9.5 The financial year of the Club shall commence on 1st April and end on 31st March in the following year.

10. GENERAL MEETINGS

- 10.1 The Secretary shall give each Member at least fourteen days' notice of every General Meeting required under this Constitution. The notice shall state the date, time, venue and purpose of the meeting. Notice will be given by placing a prominent advertisement on the Club's website and the Club's notice board and by emailing those members who have lodged a valid email address with the Club. For members without email a printed notice will be prepared that will be available for collection at the Club or posted to their recorded postal address at least fourteen days prior to the meeting
- 10.2 The AGM shall be held within 4 months of the end of the financial year each year on a day and at a time to be determined by the Management Committee.
- 10.3 Notices of the AGM shall include the Agenda for the meeting, together with details of all Notices of Motions that have been submitted by Members for

consideration at the AGM and any voting papers necessary.

- 10.4 Notices from Members of Motions to be considered at the AGM shall be submitted in writing to the Secretary at least 30 days before that meeting.
- 10.5 A Special General Meeting of the Club shall be held on the petition of one third of the Members or thirty Members, whichever is the lesser number. The President must be the recipient of such petition. The meeting shall be held within thirty-five days of the receipt of the petition.
- 10.6 A Special General Meeting may also be convened by a 75% majority decision of the full Management Committee or by the President alone. The meeting shall be held within thirty-five days of such decision. All costs involved in convening such Special General Meetings shall be borne by the Club.
- 10.7 At all Special General Meetings only the business for which the meeting has been called shall be discussed.
- 10.8 The quorum for all General Meetings shall be not less than one third of the total Membership or thirty Members of the Club, whichever is the lesser number.
- 10.9 Voting on all motions at Annual and Special General Meetings may be by show of hands, secret ballot or division at the discretion of the President but proxy voting shall not be allowed.

11. MANAGEMENT COMMITTEE

- 11.1 The affairs of the Club shall be managed exclusively by a Management Committee comprising:
 - a) President
 - b) Secretary
 - c) Treasurer
 - d) Six Ordinary Committee Members
- 11.2 All Members of the Management Committee shall be over the age of 18 years. In the event of a casual vacancy arising due to any reason, the Members of the Management Committee shall have the power to co-opt a replacement for the remaining period of the term of office of the vacant position.
- 11.3 All Members of the Management Committee shall be elected at the AGM.
- 11.4 The elected Management Committee shall hold office from the declaration of the results of the election at the AGM until the declaration of the results of the election at the next election when they shall retire.
- 11.5 Members of the Management Committee shall hold office for 2 years and shall be eligible for re-election after that time. Terms of office for half of the Members shall expire in odd numbered years and for the other half in even numbered years. The determination of the positions that expire in the first year in which this rule applies will be determined by the Management

Committee when calling for nominations.

- 11.6 Subject to the Act, these rules, the by-laws and any resolution passed at a general meeting, the Management Committee has power to do all things necessary or convenient to be done for the proper management of the affairs of the Club.
- 11.7 The Management Committee must take all reasonable steps to ensure that the Club complies with the Act, these rules and the by-laws.

12. ELECTION OF THE MANAGEMENT COMMITTEE

- 12.1 Nominations for positions on the Management Committee shall open 5 weeks before the Annual General Meeting and shall close 30 days before that meeting.
- 12.2 All nominations shall be signed by the Proposer, Seconder and Nominee.
- 12.3 Candidates may be nominated for any number of offices but no Proposer may nominate more than one candidate for an office in which a single person is required.
- 12.4 If the number of candidates for a position exceeds the number required to be elected a ballot shall be arranged in the following manner. At least fourteen days prior to the AGM, voting papers shall be emailed, mailed, or otherwise distributed to all Members showing the names of candidates for each position, together with appropriate instructions for marking the voting paper. Not more than one such voting paper shall be issued to each Member.
- 12.5 At the same time as voting papers are issued, a sealed Ballot Box shall be made available for Members to lodge their voting paper before the commencement of the AGM. Members unable to attend the Club to lodge their vote may send their voting paper by post addressed to the Secretary in a sealed envelope clearly marked "voting paper" and these shall be deposited in the Ballot Box unopened.
- 12.6 At the commencement of the AGM, the Ballot Box shall be closed and the votes counted. The Management Committee shall nominate two returning officers (excluding members of the Management Committee and candidates for any position).
- 12.7 Each returned voting paper shall contain a vote for only one candidate for each of the positions in which a single person is required and only four votes for the Ordinary Committee Members. Voting papers not complying with these requirements shall be declared invalid.
- 12.8 The results of the voting shall be determined in favour of the candidate for each position receiving the greatest number of votes. In the event of a tied vote for any position, the result shall be determined by the drawing of lots by the Returning Officer.

13. DUTIES OF MANAGEMENT COMMITTEE MEMBERS

13.1 The President shall:

- (a) Preside at General Meetings of the Club and the Management Committee.
- (b) Be responsible for the proper conduct of Club affairs as set out in this Constitution.
- (c) Co-ordinate Club policy as approved by the Management Committee.
- (d) Represent the Club at official functions when invited by kindred clubs, associations and other organisations.
- (e) Be entitled to attend meetings of the Tournament Committee and all sub-committees as an ex officio member.

13.2 The Secretary shall:

- (a) Conduct the general correspondence of the Club.
- (b) Record the minutes of all General Meetings of the Club and meetings of the Management Committee.
- (c) Issue notices of General Meetings of the Club together with all such documentation as may be required for such meetings.
- (d) Have custody of all Club documents pertaining to the position.
- (e) Attend to other such secretarial matters as directed by the President.

13.3 The Treasurer shall:

- (a) Keep such records as are required by the Act and provide all information as requested by the Auditor in relation to the audit of the club financial statements.
- (b) Ensure that all money due to the club is collected and received and that all authorised payments are made.
- (c) Prepare and submit financial statements to the committee as required by it.
- (d) Present the audited financial statements and the Treasurer's report to the Annual General Meeting.
- (e) Perform such other duties as required.

13.4 The Ordinary Committee Members shall:

- (a) Back up and assist the office bearers of the Management Committee wherever possible and deputise for them as and when required by

the President.

- (b) Liaise between Members of the Club and the Management Committee on all matters of mutual concern.
- (c) Take an active part in the formulation of Management Committee policies and decisions.
- (d) Perform such other duties as may be required by the President from time to time.

14. PROCEEDINGS OF THE MANAGEMENT COMMITTEE

- 14.1 The Committee shall meet together for the dispatch of business when required.
- 14.2 Each Committee Member has a deliberative vote.
- 14.3 A motion arising at a Committee Meeting must be decided by a majority of votes, but if there is no majority, the person presiding at the Committee Meeting will have a casting vote in addition to his or her deliberative vote.
- 14.4 At a Committee Meeting five Committee members shall constitute a quorum.
- 14.5 Subject to these Clauses, the procedure and order of business to be followed at a Committee Meeting must be determined by the Committee members present at the Committee Meeting.
- 14.6 As required under Section 42 and 43 of the ACT, a Committee member having any direct or indirect pecuniary interest in a contract, or proposed contract made by, or in the contemplation of, the Committee (except if that pecuniary interest exists only by virtue of the fact that the member of the Committee is a member of a class of persons for whose benefit the Club is established), must:
 - (a) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Committee; and
 - (b) not take part in any deliberations or decision of the Committee with respect to that contract.
- 14.7 Clause 14.6(a) does not apply with respect to a pecuniary interest that exists only by virtue of the fact that the member of the Committee is an employee of the Club.
- 14.8 The Secretary must cause every disclosure made under Clause 14.6(a) by a member of the Committee to be recorded in the minutes of the meeting of the Committee at which it is made.

15. POWERS OF THE CLUB

The powers conferred on the Club are the same as those conferred by Section 14 of the ACT, so that subject to the ACT and any additions, exclusions or modifications inserted below, the Club may do all things necessary or convenient for carrying out its objects and purposes and, in particular, may:

- (a) acquire, hold, deal with and dispose of any real or Club property;
- (b) open and operate bank accounts;
- (c) invest its money:
 - (i) in any security in which trust monies may lawfully be invested, or
 - (ii) in any other manner authorised by the Clauses of the Club;
- (d) borrow money upon such terms and conditions as the Club thinks fit;
- (e) give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- (f) appoint agents to transact any business of the Club on its behalf;
- (g) enter into any other contract it considers necessary or desirable; and
- (h) act as trustee and accept and hold real and personal property upon trust, but does not have power to do any act or thing as a trustee that, if done otherwise than as a trustee, would contravene this ACT or the Clauses of the Club.

16. MINUTES OF MEETINGS OF THE CLUB

16.1 The Secretary must cause proper minutes of all proceedings of all General Meetings and Committee Meetings to be taken and then to be entered within 30 days in a digital minute file kept for that purpose.

16.2 The Chairperson must ensure that the minutes taken under Clause 16.1 are confirmed as correct by the Chairperson of the General Meeting or Committee Meeting to which those minutes relate, or by the Chairperson of the next succeeding General Meeting or Committee Meeting, as the case requires.

17. CASUAL VACANCIES IN MEMBERSHIP OF THE COMMITTEE

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

- (a) dies;
- (b) resigns by notice in writing delivered to the Chairperson or, if the Committee member is the Chairperson, to the Vice-Chairperson and that resignation is accepted by resolution of the Committee;

- (c) is convicted of an offence under the ACT;
- (d) is permanently incapacitated by mental or physical ill-health;
- (e) is absent for more than:
 - (i) 3 consecutive Committee Meetings; or
 - (ii) 3 Committee Meetings in the same financial year without tendering an apology to the person presiding at each of those Committee Meetings, of which meetings the member received notice, and the Committee has resolved to declare the office vacant;
- (f) ceases to be a member of the Club; or
- (g) is the subject of a resolution passed by a General Meeting of members terminating his or her appointment as a Committee member.

18. BANK ACCOUNTS

All cheques drawn on Club bank accounts shall be signed by any two of the President, Vice-President, Secretary and Treasurer, except where any two of these are members of the same family or are in a permanent relationship. In this case, one of the persons so involved shall relinquish their signatory rights and the Management Committee shall nominate an alternative signatory from the Management Committee.

19. AUDITOR

An Auditor shall be appointed by the Management Committee. The Auditor shall not be a member of the Management Committee and shall have the following duties, powers and responsibilities:

- (a) To inspect the Register of Members, Annual Statement of Accounts and Balance Sheet and certify same.
- (b) To call at any time for the production of any books, accounts and any other documents relative to the affairs of the Club.

20. COMMON SEAL OF THE CLUB

- 20.1 The Club must have a Common Seal on which its corporate name appears in legible characters.
- 20.2 The Common Seal of the Club must not be used without the express authority of the Committee and every use of that Common Seal must be recorded in the minute book referred to in Clause 15.1.
- 20.3 The affixing of the Common Seal of the Club must be witnessed by any two of the Chairperson, the Secretary and the Treasurer.

- 20.4 The Common Seal of the Club must be kept in the custody of the Secretary or of such other person as the Committee from time to time decides.

21. DEALING WITH DISPUTES

This section applies to disputes between members and disputes between the Club and one or more members that arise under the Constitution or relate to the Constitution. It does not apply to disciplinary matters that are covered under Section 8 of the Constitution.

- 21.1 Parties to a dispute must attempt to resolve the dispute themselves. If they cannot resolve it, any party to the dispute may start the grievance procedure by giving written notice to a Recorder of the details of the dispute.
- 21.2 The Recorder will bring the parties together to discuss the dispute and to identify a respected club member acceptable to all parties who will act as a mediator and try to mediate a solution.
- 21.3 Subject to paragraph 22.6 below, if the mediator is unable to mediate a solution he or she will refer the dispute to the Management Committee for resolution at a meeting of the Committee. Any party to the dispute may attend this meeting, where they may make written and/or oral submissions about the dispute.
- 21.4 The Management Committee must give each party to the dispute written notice of its determination.
- 21.5 A party to the dispute who wishes to appeal against the decision of the Management Committee may, by giving notice in writing to the Secretary within seven days of the communication of the decision of the Management Committee, require the Management Committee to refer the decision without delay to a Special General Meeting for determination.
- 21.6 If the dispute is between the Club and one or more members, and the mediator cannot mediate a solution, the dispute will be referred to a Special General Meeting of members for determination.

22. WINDING UP

- 22.1 The Club shall be deemed capable of continuing its corporate existence so long as there shall be sufficient Members to form the Management Committee by the Clauses provided. Should at any time the Membership fall below such Members, then the Club shall cease to exist and shall, subject to the provisions of the Act, be wound up by those Members remaining who shall have full power thereupon to wind up the affairs of the Club.
- 22.2 The Club may also be wound up by a Special Resolution at any General Meeting of the Club called for that purpose.
- 22.3 If upon the winding up or dissolution of the Association there remains after

satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the members or former members. The surplus property must be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purpose of profit or gain to its individual members, and which association shall be determined by resolution of the members.

23. INTERPRETATION OF CLAUSES

The interpretation of these Clauses or of any of the By-Laws, Standing Orders or Supplementary Regulations made thereunder shall be the sole determination of the Management Committee whose decisions, until set aside by a Special Resolution at an Annual or Special General Meeting of the Club, shall be binding on all Members.

24. AMENDMENTS TO THIS CONSTITUTION

No part of this Constitution shall be repealed, amended or added to except by a Special Resolution passed at an Annual or Special General Meeting for which due notice has been given to all Members as provided for elsewhere in this Constitution. All such amendments repeals and/or additions shall not become effective until the appropriate approvals have been received from the Commissioner for Fair Trading as provided for under the Act.

This Constitution was adopted at a Special General Meeting of the Club held on Sunday 24th August 2014. Amendments to Clauses 4.5(b), 5.3, 8.3 and 22.3 were approved at a Special General Meeting of the Club held on 13th November 2014. In order to satisfy the requirements of the revised Act (2015), new Sections 4 & 23 were inserted with the unanimous approval of the Management Committee on 26th March 2018. Amendments to sections 8, 9.2, 10.1, 10.4 and insertion of sections 11.6 and 11.7 were approved at the Annual General Meeting held on 9th September 2018.

Amendments to the following sections were approved at the Annual General Meeting held on 4th September 2021: 5.2, 5.3, 5.5, 5.6, 7.1, 10.4, 11.1, 11.2, 11.3, 11.5, 12.1, 12.4, 12.5, 12.6, 14.1, 16.1, 16.2, 18.

Amendments to the sections 9.3, 9.5, 11.2 were approved at a Special General Meeting held on 20th June 2023, and approval given to delete 22 and renumber consequent sections.

Deletion of the sections 2.4, 2.13, 2.21, 13.2, 13.5, 13.6 and 13.18 and renumbering of consequent sections, and amendments to sections 2.16(c), 6.1,

11.1, 11.3, 11.5, 12.1, and 13.3 were approved at a General Meeting held on 22 June 2024.