

**SWAN CANOE CLUB, INC.**

# **CONSTITUTION**

(Last Amended 14 June 2022)

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# CONSTITUTION

## 1. NAME

The name of the Club is "SWAN CANOE CLUB, INC."

## 2. DEFINITIONS

Expressions used in this Constitution are defined in clause 30.1.

## 3. OBJECTS

### 3.1 Objects

The objects of the Club are to encourage and facilitate the sport and recreation of paddling in all its many aspects.

### 3.2 Conservation

The Club shall encourage and foster a positive attitude towards conservation of flora and fauna so that the rivers, camping sites and other places used by the Club will always be maintained in their states for the continued enjoyment of all present and future users of these rivers, camping sites and other places. The Club will also encourage members to have particular regard to the state of the Swan River in the immediate vicinity of the Club premises and be encouraged to report hazards, incidents or contamination of any nature which they observe.

### 3.3 Application of Property and Income

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

## 4. POWERS

The powers of the Club are those conferred by Section 14 of the Act, namely to do all things necessary or convenient for carrying out its objects and purposes, and in particular to:

- (a) acquire, hold, deal with and dispose of any real or personal property;
- (b) open and operate bank accounts;
- (c) invest its money as trust funds may be invested under Part 3 of the *Trustees Act 1962* or in any other manner authorised by this constitution or the Rules;
- (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; and
- (g) enter into any other contract it considers necessary or desirable.

## **5. MEMBERSHIP**

### **5.1 Classes**

There shall be 4 classes of membership:

- (a) ordinary: any person aged 18 or over;
- (b) junior: any person aged under 18;
- (c) visiting: any person who ordinarily resides outside Western Australia and who applies to use the Club's facilities on a temporary basis; and
- (d) life: any ordinary Member upon whom life membership has been conferred pursuant to clause 8.

### **5.2 Rights of Ordinary Members**

An ordinary Member is entitled to use the facilities of the Club which are designated for general use of Members, participate in any Club activities and to vote at General Meetings.

### **5.3 Rights of Junior Members**

A junior Member is entitled to use the facilities of the Club which are designated for general use of Members and to participate in Club activities to the extent prescribed by the Committee from time to time in the Rules. A junior Member does not have the right to vote at any General Meeting.

### **5.4 Rights of Visiting Members**

A visiting Member is entitled to use the facilities of the Club which are designated for general use of Members and to participate in any Club activities. A visiting Member does not have the right to vote at General Meetings.

### **5.5 Rights of Life Members**

A life Member has all of the rights of an ordinary Member.

### **5.6 Register of Members**

As required by the Act, the Committee or a person appointed by the Committee shall maintain a current register of the Members and their respective postal or residential addresses. The register shall be kept at such place as the Committee determines from time to time.

### **5.7 Membership Year**

A person becomes a member on that person's Membership Commencement Date as referred to in clause 6.4. Each person's membership ends on the day before the first anniversary of the Membership Commencement Date (**Membership Expiry Date**).

## **6. JOINING THE CLUB**

### **6.1 Nomination Fees**

Any person joining the Club shall pay a nomination fee of such amount as determined by the Committee from time to time. A nomination fee is not payable by a former Member who applies to rejoin the Club.

### **6.2 Application**

A person wishing to join the Club must lodge with the Club an application in the form prescribed from time to time by the Committee together with a payment of the nomination fee (if applicable) and the annual subscription fee.

### **6.3 Induction**

A person wishing to join the Club must also undertake and complete such membership induction session or sessions as prescribed from time to time by the Rules. The Committee may waive this requirement in the case of any person whom the Committee considers does not require induction because that person already possesses adequate knowledge and skills.

### **6.4 Becoming a Member**

A person becomes a member of the Club on meeting the requirements of Clauses 6.2 and 6.3. The date on which this occurs is referred to as that member's **Membership Commencement Date**.

## **7. SUBSCRIPTION FEES AND LEVIES**

### **7.1 Annual Subscription Fees**

The annual subscription fee to be paid by an ordinary Member, a visiting Member, or a junior Member shall be as determined by the Committee from time to time. No subscription fee is payable by a life Member. The Committee may also determine to fix a discounted annual subscription fee for a couple, or family combination or combinations, as determined by the Committee.

### **7.2 Affiliations**

Unless resolved otherwise by Special Resolution, the Club shall be affiliated with Paddle Australia and Paddle WA and shall procure that each Member is also registered as a member of each organisation.

### **7.3 Affiliation Fees**

A Member must pay his or her affiliation fee to each of Paddle Australia and Paddle WA at the same time as paying his or her annual subscription fee to the Club, unless already affiliated through membership of another paddling club or organisation. The affiliation fees for a life Member will be paid on his or her behalf by the Club where that Life Member remains an active participant in the Club.

#### **7.4 Payment of Annual Fees**

The annual membership fee and each of the affiliation fees for a Member are due no later than the Membership Expiry Date for that Member.

#### **7.5 Deferment of Annual Fees**

Any Member who proposes to be absent from the Club for a considerable period may apply in writing to the Club for a deferment of that Member's annual subscription fee during the period of proposed absence, but not for deferment of affiliation fees payable under clause 7.3. The deferment shall be at the discretion of the Committee. If the deferment is granted then, during the period of that Member's absence until the point at which the Member recommences paying annual subscription fees, all of that Member's rights are suspended and any boat space occupied by that Member must be vacated.

#### **7.6 Levies**

If the Committee considers it desirable for the Club to incur expenditure for a special purpose which may not be met by available funds of the Club, the Committee may resolve to meet that expenditure by imposing a levy on ordinary Members. The Committee must:

- (a) not impose more than one levy in any financial year of the Club;
- (b) not impose any levy which is greater than an amount equal to 25% of the annual subscription payable by ordinary Members at that time;
- (c) ensure that each ordinary Member is sent an invoice for the levy which contains a statement of the purpose for which the levy is being raised; and
- (d) apply all funds raised by the levy solely for the special purpose.

A levy imposed under this clause 7.6 is payable by each ordinary Member within 30 days of invoice.

### **8. HONORARY LIFE MEMBERSHIP**

Any Member who has performed outstanding services to the Club may be nominated by the Committee for honorary life membership. The Club may approve that nomination by Special Resolution to that effect at a General Meeting.

### **9. TERMINATION OF MEMBERSHIP**

#### **9.1 Termination**

Membership of the Club:

- (a) is terminated on receipt by the Committee of a written notice from the Member of his or her resignation, provided that the Member will remain liable to pay the Club the amount of any subscription due but unpaid up to the date of resignation;
- (b) is terminated automatically if that Member's annual subscription fee is not paid before the Membership Expiry Date for that Member unless, before the expiry of that period, the Committee determines otherwise; or

- (c) is terminated on expulsion of a Member in accordance with clause 22.

## **9.2 Consequences of Termination of Membership**

On termination of a person's membership, that person:

- (a) ceases to have any rights to access or use any of the Club facilities (except for the purposes of immediately removing any personal property of that person stored at the Club);
- (b) must surrender to the Club all fobs and keys relating to club facilities; and
- (c) must immediately remove from the Club premises any boat, paddle and associated equipment owned by that person which is stored at the Club;

and the Club will de-activate that person's fob.

## **10. PATRON**

The Club may, at its Annual General Meeting, elect a patron who, if he or she indicates his or her willingness to so act, shall hold office until the next succeeding Annual General Meeting.

## **11. COMMITTEE**

### **11.1 Composition**

Subject to clause 13, the affairs of the Club shall be managed exclusively by a Committee comprising:

- (a) a President;
- (b) a Vice President;
- (c) a Secretary;
- (d) a Treasurer; and
- (e) not less than 2 nor more than 4 additional persons

all of whom must be financial ordinary Members.

### **11.2 Nominations**

Before the Annual General Meeting, the Secretary shall call for nominations for the positions of the Office Bearers and the other Committee members. Nominations shall close at the Annual General Meeting.

### **11.3 Election**

Election of the Office Bearers and other Committee members shall be conducted at the Annual General Meeting. The election shall be by show of hands unless the meeting resolves that it be conducted by simple non-preferential ballot. The election shall be conducted for each position in the order shown in clause 11.1. A candidate defeated for one position may stand for a position lower on that list. A person who is eligible for

election may propose or second himself or herself for election or re-election and may vote for himself or herself.

#### **11.4 Duration of Office**

Each person elected to a position on the Committee shall remain in office until the next Annual General Meeting. No person shall hold the same position of Office Bearer for more than 3 consecutive years unless that person stands for the same office and is unopposed.

#### **11.5 Vacancies**

If the number of persons nominated for positions on the Committee does not exceed the number of vacancies to be filled, the chairperson of the Annual General Meeting must declare those persons to be duly elected as members of the Committee. If vacancies remain on the Committee after that declaration, additional nominations of Committee members may be accepted from the floor of the Annual General Meeting. If the nominations from the floor do not exceed the number of vacancies, the chairperson of the meeting must declare those persons to be duly elected as Committee members but, where the number of nominations from the floor exceeds the remaining number of vacancies on the Committee, elections for those positions must be conducted.

#### **11.6 Expenditure Authorisations**

At the first meeting of a new Committee following an Annual General Meeting the new Committee shall determine guidelines for authorising and incurring expenditure on behalf of the Club and the Secretary shall ensure that a copy of those authorisations, as so determined, are circulated to each member of the Committee. In the event that a new Committee fails to determine expenditure authorisations, the authorisations in force immediately before the last Annual General Meeting shall continue to apply.

#### **11.7 Casual Vacancies**

If a vacancy remains on the Committee after the process referred to in clause 11.5, or if a casual vacancy occurs at any time in the membership of the Committee:

- (a) the Committee may appoint an ordinary Member to fill that vacancy; and
- (b) a Member appointed under this clause will hold office until the next following Annual General Meeting and be eligible for election to membership of the Committee at that time.

#### **11.8 Resignation and Removal from Office**

- (a) A Committee member may resign from the Committee by written notice given to the Secretary or, if the resigning member is the Secretary, given to the chairperson.
- (b) The resignation takes effect:
  - (i) when the notice is received by the Secretary or Chairperson; or
  - (ii) if a later time is stated in the notice, at the later time.
- (c) At a General Meeting, the Club may by resolution:

- (i) remove a Committee member from office; and
  - (ii) elect a Member to fill the vacant position.
- (d) A Committee member who is the subject of a proposed resolution under clause 11.8(c)(i) may make written representations (of a reasonable length) to the Secretary or chairperson and may ask that the representations be provided to the Members.
- (e) The Secretary or chairperson may give a copy of the representations to each Member or, if they are not so given, the Committee member may require them to be read out at the General Meeting at which the resolution is to be considered.

### **11.9 When Membership of Committee Ceases**

A person ceases to be a Committee member if the person:

- (a) dies or otherwise ceases to be a Member;
- (b) resigns from the Committee or is removed from office under clause 11.8;
- (c) becomes ineligible to accept an appointment or act as a Committee member under Section 39 of the Act;
- (d) becomes permanently unable to act as a Committee member because of a mental or physical disability; or
- (e) fails to attend 3 consecutive Committee meetings, of which the person has been given notice, without having notified the Committee that the person will be unable to attend.

## **12. SPECIAL OFFICES**

### **12.1 Appointment**

The Committee may from time to time create specific offices within the Club with a specific role assigned to each such office (**Special Office**). A Member occupying a Special Office will carry out the role and the duties assigned to that position by the Committee. Special Offices will be occupied first by those Committee members who are not Officer Bearers. If there are more Special Offices than Committee members who are not Office Bearers, the Annual General Meeting may elect Members to fill those positions or, failing election at the Annual General Meeting, the Committee may appoint Members to those positions. A Member may hold more than one Special Office.

### **12.2 Duties and Rights**

A Member occupying a Special Office who is not a Committee member is entitled to attend and participate in meetings of the Committee. However, where any matter before the Committee is required to be decided by a vote of the Committee, only those persons who are members of the Committee have a right to vote.

## **13. SUBCOMMITTEES**

### **13.1 Appointment of Subcommittees**

The Committee may delegate in writing to one or more Subcommittees, consisting of any members as the Committee thinks fit, the exercise of such functions of the Committee as are specified in the delegation other than:

- (a) the power of delegation; and
- (b) any function which is a duty imposed on the Committee by the Act or any other law.

### **13.2 Conditions of Delegation**

Any delegation under clause 13.1 may be subject to such conditions and limitations as to the exercise of that function, or as to time and circumstances, as are specified in the written delegation by the Committee and the Committee may continue to exercise any function delegated. The Committee may revoke, wholly or in part, any delegation under clause 13.1 by written resolution to that effect.

## **14. GENERAL MEETINGS**

### **14.1 Annual General Meeting**

The Committee must convene an Annual General Meeting of the Club within the time limits provided for the holding of such meeting by the Act, that is in every calendar year within 4 months after the end of the Club's financial year. All other meetings of members shall be Special General Meetings. Annual General Meetings and Special General Meetings shall be held at the Club premises unless the premises are unavailable for use,

### **14.2 Special General Meetings**

The Committee:

- (a) may at any time convene a Special General Meeting;
- (b) must, within 30 days of receiving a requisition in writing to do so from not less than 5% of the total of the Members entitled to vote, convene a Special General Meeting for the purpose specified in that request.

### **14.3 Requisitioned Meeting**

Members making a request referred to in clause 14.2(b) must state in that request the purpose for which the Special General Meeting is required and must sign that request. If the Special General Meeting is not convened within the period of 30 days, the Members who made the request may themselves convene a Special General Meeting to be held at the Club premises as if they were the Committee and the Club must pay the reasonable expenses of convening and holding that meeting.

### **14.4 Notice of General Meetings**

- (a) The Secretary or, in the case of a Special General Meeting convened under clause 14.3, the Members convening the meeting, must give to each Member:

- (i) at least 21 days' notice of a General Meeting if a Special Resolution is to be proposed at the meeting; or
  - (ii) at least 14 days' notice of a General Meeting in any other case.
- (b) The notice must:
- (i) specify the date, time and place of the meeting; and
  - (ii) indicate the general nature of each item of business to be considered at the meeting; and
  - (iii) if the meeting is the Annual General Meeting, include the names of the Members who have nominated for election to the committee under clause 11.2; and
  - (iv) if a Special Resolution is proposed:
    - (A) set out the wording of the proposed resolution as required by Section 51(4) of the Act; and
    - (B) state that the resolution is intended to be proposed as a Special Resolution.
- (c) The notice shall be sufficient if posted on the notice board at the premises of the Club. The Committee shall also use reasonable endeavours to ensure that notice of any meeting is also given to each Member by ordinary mail or email. However the failure to give notice to any Member by mail or email shall not invalidate the meeting if notice has been properly posted on the Club notice board at least:
- (i) 21 days prior to a General Meeting at which a Special Resolution is to be proposed; or
  - (ii) 14 days prior to any other General Meeting.

#### **14.5 Right to Attend General Meetings**

All Members, other than any member who is suspended pursuant to clause 22, are entitled to attend at General Meetings.

### **15. PROCEEDINGS AT GENERAL MEETINGS**

#### **15.1 Quorum**

At any General Meeting 10 Members present in person shall constitute a quorum. If a quorum is not present within 30 minutes after the time specified for the holding of a General Meeting:

- (a) as a result of a requisition referred to in clause 14.2(b), the General Meeting lapses; or
- (b) in any other case, the General Meeting stands adjourned to the same time on the same day at the following week and at the same venue, and at the adjourned meeting the Members who are then present in person may

nevertheless proceed with the business of that General Meeting as if a quorum of Members were present.

## **15.2 Adjournment**

The chairperson of a General Meeting may, with the consent of the General Meeting at which a quorum is present and must, if so directed by a General Meeting, adjourn that General Meeting from time to time and from place to place. When a General Meeting is adjourned for a period of more than 30 days, the Committee must give notice of the adjourned meeting as if it was a new General Meeting.

## **15.3 Resolutions**

At a General Meeting:

- (a) an ordinary resolution put to the vote will be decided by a majority of votes cast on a show of hands, subject to clause 15.4;
- (b) a Special Resolution put to the vote will be decided in accordance with Section 51 of the Act and, if a Poll is demanded, in accordance with clause 15.5; and
- (c) each financial ordinary Member, and each life Member, shall have one vote.

## **15.4 Declaration**

A declaration by the chairperson of a General Meeting that a resolution has been passed as an ordinary resolution or as a Special Resolution at the meeting will be evidence of that fact unless, during the General Meeting at which the resolution is submitted, a Poll is demanded in accordance with clause 15.5.

## **15.5 Poll**

At a General Meeting a Poll may be demanded by the chairperson of the meeting or by 3 or more Members present. If so demanded, the Poll must be taken in such manner as the chairperson directs. If a Poll is demanded and taken a declaration by the chairperson of the result of the Poll is evidence of the matter so declared. A Poll demanded under this clause must be taken immediately on that demand being made.

## **15.6 Chairperson**

The chairperson of each General Meeting shall be the President but, if the President is absent or does not wish to exercise that right, that right shall be exercised by the Vice President or, failing the Vice President, the Secretary. In the event of the President, the Vice President and the Secretary not being able to, or not exercising, the right to chair a General Meeting, the meeting shall elect its own chairperson.

## **16. COMMITTEE MEETINGS**

### **16.1 Convening of Meetings**

The Committee shall meet at such times and places as the President shall determine from time to time. The Secretary must immediately call a Committee meeting upon receiving a written requisition from at least two members of the Committee and the meeting must be held not later than 7 days following receipt of such requisition. If the Secretary fails to call that meeting within that time, any one of the members of the

Committee signing the requisition may do so. Any business set out in the requisition shall have priority over all other business.

**16.2 Quorum**

The quorum for a meeting of the Committee shall be at least 4 members of the Committee.

**16.3 Voting**

Each member of the Committee has a deliberative vote. Each question arising at a Committee meeting must be decided by a majority of votes but, if there is no majority, the person chairing that meeting will have a casting vote in addition to his or her deliberative vote.

**16.4 Business**

The procedure and order of business to be followed at a Committee meeting shall be as determined by the Committee members present at the meeting.

**16.5 Chairperson**

The President shall chair each meeting of the Committee but if the President is absent or does not wish to exercise the right at any meeting that right shall devolve first upon the Vice President or, in his or her absence, the Secretary or, in his or her absence, the meeting shall elect its own chairperson.

**16.6 Attendance by Invitation**

Any person may be present at a meeting of the Committee if so invited by the Committee.

**16.7 Use of Technology**

A Committee meeting may be called or held using any technology consented to by all members of the Committee. The consent may be a standing one.

**16.8 Circular Resolutions**

The Committee may pass a resolution without a Committee meeting being held if at least 5 members of the Committee, of whom 2 must be Office Bearers, sign a document containing a statement that they are in favour of the resolution set out in that document.

**17. PRESIDENT**

In addition to any provisions set out elsewhere in this Constitution or in the Rules it shall be the duty of the President to co-ordinate and supervise the work of the Office Bearers, subject to the directions of the Club in General Meeting, and generally to meet the objects of the Club.

**18. SECRETARY**

In addition to any provisions set out elsewhere in this Constitution or in the Rules it shall be the duty of the Secretary to record all proceedings of the Club and the Committee in

a Club minute book, which he or she shall cause to be provided for that purpose (and to maintain digital backup of such records), and to conduct and keep copies of all correspondence of the Club.

## **19. TREASURER**

### **19.1 Duties**

It is the duty of the Treasurer to:

- (a) keep proper books of account dealing with the property and finances of the Club and to furnish the Committee with such accounts and information relating to the finances and property of the Club as it may from time to time require;
- (b) comply on behalf of the Club with the Act with respect of the accounting records of the Club by:
  - (i) keeping such accounting records as correctly record and explain the financial transactions and financial position of the Club;
  - (ii) keep its accounting records in such manner as will enable true and fair accounts of the Club to be prepared from time to time and to be conveniently and properly audited;
  - (iii) submitting to Members at each Annual General Meeting, the accounts of the Club showing the financial position of the Club at the end of the immediately preceding financial year.
- (c) render monthly by post or otherwise to each Member owing money to the Club an account setting out the details and amount of his or her indebtedness to the Club and stating the date by which this amount must be paid; and
- (d) maintain digital backup of the accounting records referred to above.

### **19.2 Financial Year**

The financial year of the Club commences on 1 March and ends on the last day of the next following February.

## **20. DEPOSIT AND WITHDRAWAL OF MONEYS**

### **20.1 Receipts**

All moneys due and payable to the Club shall be received by the Treasurer who shall lodge them without undue delay in the bank account of the Club.

### **20.2 Payments**

No payment shall be made by the Club unless it falls within the expenditure authorisations referred to in clause 11.6 or it has been authorised by the Committee or by a General Meeting.

### **20.3 Cheque Signing**

Cheques drawn on the Club's bank account may be signed by:

- (a) any two Office Bearers; or
- (b) any one Office Bearer and any other member of the Committee who has been authorised by the Committee for that purpose.

#### **20.4 Payments to Committee Members**

- (a) In this clause:
  - (i) **Committee member** includes a member of a subcommittee;
  - (ii) **Committee meeting** includes a meeting of a subcommittee.
- (b) A Committee member is entitled to be paid out of the funds of the Club for any out-of-pocket expenses properly incurred in connection with the Club's business.

#### **21. INSPECTION OF RECORDS**

Any ordinary Member may, on giving reasonable notice, at any reasonable time inspect without charge the books, documents and records of the Club.

#### **22. SUSPENSION OR EXPULSION**

##### **22.1 Committee Determination**

If the Committee considers that a Member should be suspended or expelled from membership of the Club because his or her conduct is detrimental to the interests of the Club, the Committee must communicate, either orally or in writing, to that Member:

- (a) notice of the proposed suspension or expulsion and of the time, date and place of the Committee meeting at which the question of that suspension or expulsion will be decided; and
- (b) particulars of that conduct;

not less than 30 days before the date of the proposed Committee meeting.

##### **22.2 Committee Hearing**

At the Committee meeting referred to in clause 22.1 the Committee may, having afforded the relevant Member a reasonable opportunity to be heard by, or to make representations in writing to, the Committee, suspend or expel, or decline to suspend or expel, that Member from membership of the Club and must, promptly after deciding whether or not to suspend or expel that Member, communicate that decision in writing to that Member.

##### **22.3 Suspension/Expulsion taking effect**

Subject to clause 22.6, a Member has his or her membership suspended, or ceases to be a Member, 14 days after the day on which the decision to suspend or expel that Member is communicated to him or her under clause 22.2.

#### **22.4 Appeal by Member**

A Member who is suspended or expelled under clause 22.2 must, if he or she wishes to appeal against that suspension or expulsion, give notice to the Secretary of his or her intention to do so within the 14 day period referred to in clause 22.3.

#### **22.5 Convening of General Meeting**

The Committee must within 30 days of the Secretary receiving a notice under clause 22.4 convene the General Meeting to deal with the appeal to which that notice relates.

#### **22.6 Appeal Hearing**

If a Member gives notice under clause 22.4:

- (a) the Club in General Meeting must either confirm or set aside the decision of the Committee to suspend or expel that Member after having afforded the Member who gave the notice a reasonable opportunity to be heard by, or to make representations in writing to, the Club in General Meeting; and
- (b) the Member who gave the notice is not suspended or does not cease to be a Member unless and until the decision of the Committee to suspend or expel him or her is confirmed by the Club in General Meeting.

### **23. COMMON SEAL**

The Club must have a common seal on which its corporate name appears in legible characters. The common seal must not be used without the express authority of the Committee and each use of the common seal must be recorded in the minute book of the Club. The affixing of the common seal of the Club must be witnessed by any two Office Bearers. The common seal must be kept in the custody of the Secretary or such other person as the Committee decides from time to time.

### **24. NOTICES**

Where this Constitution requires the Club to give notice to a Member, the notice can be delivered by hand, sent by pre-paid post or sent by email. The notice is taken to be received:

- (a) if delivered by hand or left at the recipient's address, on delivery;
- (b) if sent by pre-paid post, on the 5th day after the date of posting; or
- (c) if sent by email, upon receipt by the recipient email server (even if received or categorised or filtered as unwanted email or spam) unless the sender receives an automated notice that delivery has failed.

### **25. RULES**

#### **25.1 Prescribing Rules**

Subject to clause 25.4, the Committee may prescribe rules governing:

- (a) the use of the property and facilities of the Club;

- (b) the manner in which Club activities may be conducted, with particular regard to health and safety issues;
- (c) the proper behaviour expected of Members;
- (d) policies for delegates to Paddle Australia and Paddle WA;
- (e) environmental and conservation matters; and
- (f) such other matters as the Committee from time to time deems appropriate.

## **25.2 Amendment**

Subject to clause 25.4, the Committee may amend, modify, replace or cancel any Rules.

## **25.3 Notification of Rules**

The Committee shall publish the Rules by displaying a copy on the notice board at the premises of the Club and the Rules take effect on the day on which they are so posted. The Committee shall also use all reasonable endeavours to circulate the Rules to Members by mail and email. However failure to provide the Rules to any Member shall not invalidate the Rules, provided that a copy has been displayed on the Club notice board.

## **25.4 Constitution Prevails**

The Committee must not prescribe any Rule which may have the effect of amending any provision of this Constitution. Any Rule so made shall be of no force or effect. The provisions of this Constitution shall prevail to the extent that any Rule is inconsistent with them.

## **26. INTERPRETATION OF CONSTITUTION**

If any question arises as to the interpretation of any provision of this Constitution, and:

- (a) the issue is between Members and not between the Committee and Members, the Committee shall have power to determine the meaning of the relevant provision; or
- (b) the issue is between Members and the Committee or between Committee members, the issue shall be determined by a lawyer of not less than 10 years standing, who may or may not be a Member and who must not be a member of the Committee.

In the case of paragraph (a) above the decision of the Committee shall be final. In the case of paragraph (b) above the decision of the lawyer shall be final.

## **27. AMENDMENT OF CONSTITUTION**

The Club may amend this Constitution in accordance with the procedure as set out in the Act.

## 28. WINDING UP

The Club may be wound up if Members so resolve by Special Resolution at a General Meeting of which not less than 30 days' notice has been given. If, on winding up, there remains, after satisfaction of all the debts and liabilities of the Club, any property whatsoever, the same must not be paid to or distributed amongst the Members, or former Members. The surplus property must be given or transferred to Paddle WA.

## 29. DISPUTES AND MEDIATION

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between:
  - (i) a Member and another Member; or
  - (ii) a Member and the Club.
- (b) The parties in dispute must meet and discuss the dispute, and, if possible, resolve it, 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 the 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 Committee;
    - (B) in the case of a dispute between a Member and the Club, a person who is a mediator appointed to, or employed with, a not for profit organisation.
- (e) The mediator can be a Member, but not a Member who is party to the dispute.
- (f) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (g) The mediator, in conducting the mediation, must:
  - (i) give the parties to the dispute 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.
- (h) The mediation must be confidential and without prejudice.

- (i) 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.

## 30. DEFINITIONS AND INTERPRETATION

### 30.1 Definitions

Unless the context requires otherwise the following expressions shall have the following meanings in this Constitution:

**Act** means the Associations Incorporation Act 2015;

**Annual General Meeting** means the meeting convened under clause 14.1;

**Club** means the association referred to in clause 1;

**Committee** means the committee from time to time of the Club appointed pursuant to clause 11;

**General Meeting** means an Annual General Meeting or any Special General Meeting;

**Member** means a member of the Club;

**Office Bearer** means any of the President, Vice President, Secretary or Treasurer of the Club;

**Paddle Australia** means Paddle Australia Limited (ACN 606 903 173) and its successors;

**Paddle WA** means Paddle Western Australia (Inc) and its successors;

**Poll** means voting conducted in written form as opposed to a show of hands;

**Rules** means the rules of the Club in force from time to time as prescribed by the Committee under clause 24;

**Special General Meeting** means any general meeting other than the Annual General Meeting;

**Special Office** has the meaning given in clause 12.1;

**Special Resolution** has the meaning given by Section 51 of the Act, namely that a resolution is a special resolution if it is passed by a majority of not less than three quarters of the Members who are entitled under the Constitution to vote and vote in person at a General Meeting of which notice specifying the intention to propose the resolution as a special resolution was given in accordance with this Constitution.

### 30.2 Interpretation

In the interpretation of this Constitution:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;

- (c) clause headings are for convenience only and are not to be used in its interpretation or construction;
  - (d) references to clauses are references to clauses of this Constitution; and
  - (e) a reference to any statute or any act of parliament or to any section or provision thereof shall be read as a reference to that statute, act, section or provisions as amended or substituted and includes all regulations and orders made thereunder.
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