

1.0 NAME

The name of the Club shall be the "Karratha Country Club Incorporated".

2.0 OBJECTS AND POWERS

2.1 Objects

The principal objects are to establish, maintain and conduct a Club for the recreational pursuits of Golf - Karratha Golf Club, Darts - Karratha Dampier Men's Dart Association, Karratha Dampier Ladies Dart Association, Pool or Eight-Ball - Karratha Eight Ball Association, Indoor Cricket - Karratha Indoor Cricket Association and other such like-minded bodies and individuals which may from time to time base themselves upon the Club and its facilities and to support the recreational, social, sporting, cultural and community dimensions of these interest. These objects include the provision of facilities for the pursuit of literary, scientific, athletic and professional and any other lawful purpose that provides benefits and enjoyment for the Club.

Furthermore we espouse the encouragement of all forms of recognised sporting and recreational facilities, and the promotion of social feelings and good fellowship amongst members of the Club and the conferring of privileges and advantages upon the members.

2.2 Powers

- 2.2.1 To carry on any other activity which may seem to the Club capable of being conveniently carried on in connection with its objects or calculated directly or indirectly to enhance any of the Club's objectives.
- 2.2.2 To amalgamate or enter into joint venture with or into any arrangement for sharing, union of interest, co-operation, reciprocal concession or otherwise.
- 2.2.3 To take, or otherwise acquire and hold shares, debentures or other securities of any company.
- 2.2.4 To enter into any arrangement or contractual obligations with any Government or authority, supreme, municipal, local or otherwise that may seem conducive to the Club's objectives.
- 2.2.5 To engage permanent employees and to establish and support or aid in the establishment and support of Associations, Clubs, Institutions, Funds, Trusts and conveniences calculated to benefit employees or past employees of the Club or of its predecessors, or the dependents or connections of any such person: and to grant pensions and allowances: and to make payments towards or to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for and public, general or useful object.
- 2.2.6 To purchase, lease, hire or otherwise acquire or dispose of any real and personal property and any rights or privileges which the Club may think necessary or convenient for its purposes and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
- 2.2.7 To construct, improve, maintain, develop, work, manage, carry out or control and buildings, works, roads or ways which may seem calculated directly or indirectly to advance the Club's interests.

- 2.2.8 To invest and deal with the money of the Club not immediately required in such manner as may from time to time be thought fit.
 - 2.2.9 To borrow or raise or secure the payment of money in such manner as the Club may think fit and to secure the same.
 - 2.2.10 To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
 - 2.2.11 To apply for, secure and acquire, purchase or otherwise, and to exercise any right or privilege which any government or other body may be empowered to grant; and to pay for, aid in, and contribute towards carrying the same into effect.
 - 2.2.12 To take or hold mortgages, liens, and charges to secure payment.
- 2.3** To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the power of the Club.

3.0 DEFINITIONS

- 3.1** 'The Club' means the Karratha Country Club Incorporated
- 3.2** 'The Club Premises' means all land, building and structures thereon of which the Club is the bona fide occupier.
- 3.3** 'The Committee' means the Managing Committee for the Club, duly elected for the time being in accordance with these Rules.
- 3.4** 'Annual Meeting' means an Annual General Meeting.
- 3.5** 'Special General Meeting' means a General Meeting as defined above called in accordance with Rule 9.6.
- 3.6** 'General Meeting' means the General Meeting of The Club whether Annual or Special.
- 3.7** 'Month' means a calendar month.
- 3.8** 'Financial Year' means from the first of July each year until the following thirtieth of June.
- 3.9** 'Act' means the Liquor Control Act 1988, its amendments and any other legislation that may come into force to replace or supplement this Act, and shall form part of these Rules.
- 3.10** 'The By-Laws' means the codes of rules made and adopted in accordance with this Constitution.

4.0 INCORPORATION

4.1 Incorporation

The Club shall become and remain incorporated under the Association Incorporation Act 2015 or in such other manner as the Board of Management may from time to time determine.

4.2 Club Colours

To adopt the style guide as developed for the website and logo that determines the font and colours to be used in all print media. Club colours to remain as Dark Blue and White for representative events but in the event of it being impractical to wear such colours in any certain sport, such colours shall be worn as the Board of Management shall decide.

4.3 Club to be Non Profit

The income and property of the Club whencesoever derived shall be applied solely towards the promotion of the object of the Club and no portion thereof shall be paid or transferred indirectly be way of bonus or otherwise howsoever by way of dividend bonus or otherwise howsoever by way of profit to the persons who at any time are or have been members of the Club or to any person claiming through them.

4.4 Non Sectarian/Discriminatory

The Club shall not espouse the cause of any political party or religious belief and shall not in any way place limitations upon such persons entitled to benefit from membership of the Club.

5.0 CONSTITUTIONAL AMENDMENTS

5.1 Alterations to the Constitution

The constitution of the Club may be altered, repealed or a new Constitution adopted by a resolution passed by not less than a three-quarter majority of the members present and voting at any General Meeting of members called in accordance with the Constitution and in respect of which due notice of the change has been given. Any such notice may refer to a draft of the proposed change/s available for perusal in lieu of setting that change out in extenso.

5.2 Validations of Acts Generally

All acts of the Club and the Board of Management and all appointments made shall be deemed to be fully valid and effective notwithstanding any defect in interpretation of this Constitution.

6.0 DISSOLUTION OF CLUB

6.1 Club Dissolution

The club may be dissolved by a resolution passed by not less than three-quarters of the members present and voting at any General Meeting of members called in accordance with the Constitution and in respect of which due notice of the motion for the resolution has been given.

6.2 Disposal of Property after Dissolution

If upon the winding up of the association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed amongst the members, but shall be given or transferred to another association or charity incorporated under the Act which has similar objects and which association shall be determined by the resolution of the members.

7.0 MEMBERSHIP

7.1 Register of Members

The Club shall keep an up to date register of members in respect of Ordinary, Life and Junior members. This register must be continually available for inspection at the Club premises.

7.2 Types of Membership

Ordinary - Voting

Being members eighteen and years and above who are entitled to exercise the full privileges of the Club and who have paid the appropriate subscription. This category also includes Life Members, Family Members eighteen years and above in age, Pensioner Members and Country Members.

Life Members

Any fully financial voting member may submit, in writing, to the Karratha Country Club Inc. Board for consideration and possible endorsement of Life Membership to the Karratha Country Club, the name(s) of a member(s) they believe should be considered for Life Membership and why they believe the person should be considered.

To be considered for Life Membership, the person must have given exceptional service over an extended period of time to the Club in the spirit of its Objects (Clause 2.1).

The following criteria provide members seeking to nominate a member with benchmarks that typically would be considered appropriate. However, as outlined in 7.2.1 (3), the Board will consider all nominations on their merits.

1. Meritoriously served at least 10 years as an active & contributing officer of the Karratha Country Club Inc. Board and/or Karratha Golf committee,
2. Rendered at least 10 years meritorious service to the Karratha Country Club Inc. and /or Karratha Golf committee, or
3. In *exceptional circumstances* the KCC Board may deem that a nominee may be awarded Life Membership

Life Membership nominees shall be acknowledged and presented with their Life Membership award at the Karratha Country Club Annual General Meeting.

Family Member

Those parents or guardians and such of their natural or foster children who have attained the age of seven years and have not yet attained the age of eighteen years and who have paid the appropriate subscription.

Notwithstanding the provisions above, persons covered by family membership shall not, on having attained the age of eighteen years, be covered by such membership and shall apply for membership in their own right.

Pensioner Members

Those members, who could show proof of being eligible for an aged or invalid pension, shall be able to join the Club at one-third the nominated Nomination and Membership Fees.

Country Members

Those persons who are granted Ordinary or Junior membership, and whose place of abode is not less than one hundred kilometres from the Club.

Junior

Being members over the age of seven years and under the age of eighteen years at the date of joining who are entitled to exercise the full privileges of the Club except as hereinafter expressly provided and who have paid the appropriate subscription.

Any Junior Member on attaining the age of 18 years, and wishing to remain a member of the Club, shall be granted the appropriate Club membership and shall pay the full subscription as set down from time to time.

Temporary Membership

A person who is visiting the Club in a pre-arranged sporting event as a competitor, an official, assisting at the event or at the invitation of a member to engage in a sport on a particular day, may be accorded Temporary Membership on that day.

Visitor

A visitor is defined as:

- someone who is at least 40 kilometres from their usual place of residence; and
- is travelling for the purpose of a holiday, leisure or business; and
- is required to pay a fee to the club (as set by the board).

8.0 ADMISSION TO MEMBERSHIP

8.1 Application

Any person who desires to become a Junior, Ordinary – Voting, Ordinary Non-Voting, Family, Country or Pensioner member of the Club, shall complete an application form and deliver same to the Manager/Secretary of the Club. Such application shall be signed by the applicant and also by a proposer and seconder both being financial members of the Club, other than Junior members.

8.2 Elections

All applications for membership shall be posted on the noticeboard of the club for a period of not less than seven (7) days before election. Further to this, a period of not less than fourteen (14) days shall elapse between nomination and election.

All members, other than Temporary and Life Members, shall be elected by a three-fourth's majority of the Board or Management present and voting on a date to be notified and a record shall be kept by the Club of the names of the members present and voting on such days.

Once applicants have been elected and have paid the subscription, they shall become financial members of the Club and shall be entered in the register of members, and further, on election of the Secretary shall notify them of such within fourteen days and shall supply a printed copy of the Constitution and/or Rules on demand.

8.3 Membership Fees

A defined annual subscription fee shall be payable in advance. This annual membership fee for members shall be such amount as may from time to time be determined by the Board of Management but, in any event, shall not be less than the sum of two dollars per annum and furthermore the Board may make a levy on all members or any special class of member to meet any particular expense incurred.

The Board of Management may at any time review the financial position of any member, and may extend the time for payment of fees or suspend, cancel or otherwise deal with fees or levies.

Every member of the Club in each of the classes herein before described, save and except Temporary Members who may be relieved of the liability as foresaid, shall pay a regular subscription, which notwithstanding the power of the Annual General Meeting to vary fees from time to time, and the following provisions shall apply thereto:

Each new member shall pay their membership fees in the manner aforesaid, excepting that if their nomination for membership is accepted later than the first day of September they shall, in their first year of membership, pay 50% of the annual subscription.

Subscription of any member that remains in arrears after the 30th day of April in any year shall be deemed unfinancial and his/her membership will cease as will all rights and privileges.

8.4 Privileges

The rights and privileges of every member shall be personal to themselves and shall not in any manner be transferable by their own act or through any other person on their behalf or by operation of law. No person shall be entitled under these rules to derive any benefit or advantage from the club which is not shared equally by every other member. All financial members other than Junior, Ordinary Non-voting and Temporary members shall have the right to attend and vote at General meetings of the club and to participate in ballots for the election of Board Members.

8.5 Private and Business Functions

The Karratha Country Club Inc. will provide the club member or group of members intending to use the club with a copy of the Function Booking Guidelines.

8.6 Duty

It shall be the duty of all members to observe and comply with the provisions of the Liquor Control Act 1988 and its amendments and the Gaming Commissions Act 1987

8.7 Discipline of Members

The Board of Management may expel or otherwise deal with any member convicted of any individual offence or guilty of wilfully infringing the rules of the Club, or of conduct prejudicial to the interest of the Club. Where such conduct is confined to a particular sporting activity, the relevant sub-committee may take specific action relating to that club. However, the Board of Management retains the final right to ensure the adequacy, or otherwise, of any resulting decision of the club-committee.

8.8 Resignation

A member may at any time, by giving notice in writing to the Manager/Secretary, resign his/her membership of the Club, but shall continue to be liable for any subscription, fee, or other debt due and unpaid at the date of his/her resignation.

9.0 MEETINGS OF MEMBERS

9.1 Annual General Meeting

An Annual General Meeting shall be held once during each calendar year in accordance with this part of the Constitution. All other general meetings of members shall be Special General Meetings.

9.2 Time and Place of Annual General Meeting

The Annual General Meeting of the Club shall be held during the month of October. The Annual General Meeting shall take place within reasonable proximity to the Clubhouse.

9.3 Period of Notice of Annual General Meetings

Notice (given in accordance with the provisions of the Constitution relating to Notices) of the Annual General Meeting shall be given at least 30 days before the date of the Annual General Meeting and in the event of Notices of Motion and Election of Officers a further notice shall be given at least fourteen days before the date of the Annual General Meeting.

9.4 Notice of Meetings to Members

Notice of any General Meeting of members shall be advertised to all members and shall include business to be transacted.

9.5 Business of Annual General Meeting

At the Annual General Meeting, business shall be transacted in the following order:

- a. Recording of apologies.
- b. Reading and confirmation (by resolution) of the Minutes of the previous Annual General Meeting.
- c. Business arising from previous Minutes.
- d. Reading of a Report of the President of the Club on the activity of the Club for the previous year.
- e. Reading and adopting the Annual Financial Statements and Auditor's Report for the period under review.
- f. Declaration of Election of members of the Board of Management.
- g. Declaration of and Election of President.
- h. Election of Patron, Vice Patrons and Auditor.
- i. Consideration of Notices of Motion.
- j. General Business.

9.6 Special General Meeting

The Board of Management may, or upon the written requisition of twenty members of the Club, shall by fourteen days prior notice, convene a General Meeting of members of the Club to conduct the business stated in the requisition (upon a requisition) and in the notice convening the meeting.

9.7 Quorum of General Meeting of Members

A quorum at the Annual General Meeting and at any Special General Meeting shall be thirty members present and eligible to vote.

9.8 Procedure if no Quorum

If, within thirty minutes from the meeting time appointed, no quorum shall be present:

1. At the Annual General Meeting or at a Special General Meeting convened by the Board of Management it shall be adjourned until the same time on the same day of the following week at which adjourned meeting no quorum shall be necessary.
2. At a Special General Meeting convened upon requisition of the members, then it shall lapse.

9.9 Chairperson's Powers

The Chairperson of all General Meetings of members shall:

1. Have a casting vote (in addition to his/her own vote) in the case of an equal number of votes.
2. Decide the order of business (other than as is set out in the constitution).
3. Decide on all points of order.

9.10 Voting at Annual General Meeting

Any resolution and election of officers at an Annual General Meeting of members shall be carried by a simple majority of those present in person and entitled to vote. In the case of

Notices of Motion, any resolution shall be carried only by a three-fourths majority of those present and entitled to vote.

Absentee Votes

Every financial member other than Temporary and Junior shall have the right to an absentee vote. The absentee vote will be issued from the club office on the prescribed form fourteen days prior to the election. The right to an absentee vote will cease forty eight hours prior to the election.

9.11 Evidence of Proceedings

Minutes of the proceedings of every General Meeting (Annual and Special) shall be entered and kept and such Minutes when signed by the Chairperson shall be conclusive evidence that the proceedings minuted therein were regular and actually took place as minuted at a meeting duly convened and held and shall be binding on all members of the Club.

9.12 Returning Officer

In the event of the Chairperson requiring a ballot, he/she shall appoint a returning Officer and no less than three scrutineers who jointly will have the absolute discretion to disregard any discrepancy in procedure which they shall regard as insubstantial. Upon completion of the election, they shall convey the results for declaration at the Annual General Meeting.

Ballot papers are to be distributed to members on registration of their attendance.

10.0 BOARD OF MANAGEMENT

10.1 Composition of the Board

The Board of Management shall consist of a President and four members of the Club. Board members must hold membership under "Type Membership Clause 7.2.1" to be eligible to take an elected position on to the Board.

10.2 Office Bearers

The following office bearers of the Club shall be elected by the Board of Management from amongst their numbers at the first meeting of the Board following the Annual General Meeting:

- Vice President
- Secretary
- Honorary Treasurer

10.3 Election of Board Members

10.3.1 At each Annual General Meeting two members of the Board of Management with the exception of the President shall retire. The Board members to retire will be those who have completed a two year term. Thenceforth members will retire in rotation, with the other two members and the President retiring in the following year with the sequence being continued thereafter.

10.3.2 Board members retiring shall be deemed to have retired before the meeting for the purpose of the election, but for all other purposes shall be deemed to hold office until the end of the Annual General Meeting or until new candidates are declared elected whichever is the later.

10.3.3 At least thirty days prior to the Annual General Meeting, the Board of Management shall call for nomination for those positions which are to become vacant.

10.3.4 Nominations must be from financial members, other than Junior and Temporary members, on the prescribed form issued by the Board of Management and be received by the Club at least twenty days prior to the Annual General Meeting.

10.3.5 Nominations must be proposed and seconded by financial members and signed by the nominated person signifying their willingness to serve on the Board.

No member of the Club is eligible for Election to the Committee until he has been a financial member for at least twelve months prior to the closing of nominations.

No member of the Club who has been suspended for six months or more shall be eligible for Office until eighteen months after the expiration of the suspension.

10.3.6 In the event that there shall be more nominations than positions becoming vacant, the Board of Management shall cause a ballot to be undertaken from amongst financial members entitled to vote and registered as a member.

In the event of casual vacancies causing the voting for a one year term, even if the right amount of candidates for positions vacant, an election must take place to ascertain the two year and one year terms.

10.3.7 A ballot paper, upon which all nominated candidates shall be listed in balloted order, shall be given to each member.

10.3.8 For the purpose of determining the ballot, election of officers at an Annual General Meeting of members shall be carried by a simple majority (i.e. first past the post) of those present in person, entitled to vote and voting as well as any absentee votes lodged in accordance with Clause 9.10.1

10.4 Casual Vacancies

In the event of a vacancy occurring prior to the normal retirement date of that member, the Board, may if it so determines, appoint a replacement who shall serve until the next Annual General Meeting notwithstanding that a majority of elected members should prevail. In the case of this not happening a by-election for the vacant position will be held.

10.5 Term of Office

Each retiring member of the Board shall be eligible for re-election to the Board.

Notwithstanding the provision of the previous clause, the President shall not be eligible to be elected to the position in respect of more than four consecutive years.

10.6 Board Meetings

The Board shall meet at such times as it shall think fit provided that the maximum period between meetings shall not exceed sixty days.

10.7 Calling of Meetings

Notice of Board Meetings shall be conveyed to all Board Members within reasonable time, specifying the business to be transacted.

10.8 Attendance at Board Meetings

A member of the Board failing to attend meeting on three consecutive occasions without satisfactory explanation, shall forfeit their seat on the Board.

10.9 Quorum at Board Meetings

Three shall form a quorum at any meeting of the Board.

10.10 Board Members

Any Board member with a pecuniary interest in any particular matter before the Board shall declare their interest and shall be precluded from voting on that matter.

11.0 MANAGEMENT OF THE CLUB

11.1 Club Managed by Board of Management

The Board shall manage and control all of the business of the Club except that which, in accordance with the Constitution, shall be dealt with by the general meetings of the members.

11.2 Powers of the Board

The Board may exercise all of the powers exercisable by the Club under the Constitution.

11.3 Appointment of Committees

The Board of Management may constitute Committees, Sub-Committees, Boards or other bodies under such titles or styles as the Board sees fit consisting of such members of the Board of Management, or Club members as the Board of Management sees fit for the purpose of carrying out any functions.

The President or his/her nominee shall be an ex-officio member of all Sub-Committees.

11.4 Duties of Officers

11.4.1 President

The President shall be chairperson of all general meetings of members of the Club and of the Board of Management meetings. He/she shall have a deliberate vote as well as a casting vote on all matters. In his/her absence the meeting shall be chaired by the Vice President. Should both be absent then the Meeting shall elect a Chairperson from the Board Members present at the meeting.

11.4.2 Vice President

The Vice President shall assist the President in the carrying out of his/her duties and shall act as President in his/her absence.

11.4.3 Honorary Treasurer

All financial records and custody of funds shall be the responsibility of the Treasurer. These shall at all times be kept up to date and be available for audit. Honorary Treasurer is to be appointed by the Board.

11.4.3 Secretary

The Secretary shall carry out such duties as directed from time to time by the Board of Management. He/she shall keep a true and accurate record of all business discussed at meetings and of all resolutions carried. He/she shall have custody of all documents belonging to the Club. He/she shall ensure that an up to date register of members, each in his/her class, be maintained and be continually available at the Clubhouse for inspection.

11.5 Delegation of Function

The Board may delegate in whole, or in part, any power or function of the Board to any Committee for full-time executive officer of the Club.

11.6 Management of Sporting Activities

Any group of members may elect their own sub-committees to control and manage the affair in which they are solely concerned. All play shall be conducted in accordance with the Rules and Bylaws of the sport concerned, as approved from time to time by the relevant controlling body for the State of Western Australia, subject to such local playing rules as the sub-committee may from time to time determine. Such local rules must be displayed in the Clubhouse.

11.7 Common Seal

The Club shall have a Common Seal and the Board of Management shall provide custody of it.

11.8 Affixing a Seal

Any deed or instrument to be executed under the Seal by the Club shall be executed by having the Common Seal affixed thereto pursuant to a resolution of the Board of Management so to do in the presence of two members of the Board of Management and if the Board of Management so decides, such full-time executive officer of the Club as the Board of Management may appoint for that purpose, who shall all attest the affixing.

11.9 FINANCE

11.9.1 All funds shall be deposited to the credit of the Club at such Bank appointed by the Executive from time to time.

11.9.2 All accounts shall be operated by and require the authorisation of any two of the President or Vice President or Secretary or Treasurer or appointed Manager.

11.9.3 The Executive shall set a nominal amount that can be withdrawn without the need for approval by the Executive;

11.9.4 The financial year shall commence on the first day of July and end on the thirtieth (30th) day of June in each year. A balance sheet containing a summary of the assets and liabilities of the Club on these dates shall be made out and a copy thereof posted of the Notice board at least ten (10) days before the date of the Annual Meeting.

11.9.5 The club financial reporting responsibility shall follow the Associations Incorporation Act 2015.

11.9.6 An annual financial report shall be accepted at the AGM for submission to the Department of Commerce as required under the act.

11.10 Annual Accounts

1. The Board shall cause a Statement of Profit and Loss and Balance Sheet to be prepared at the end of each Club financial year being 30th June and present the same to the Annual General Meeting.
2. The Management Committee Declaration: The committee must pass a resolution declaring whether: there are reasonable grounds to believe that the association will be able to pay its debts when they become due and payable; and the financial statements and notes have been prepared in accordance with the requirements of the Act. The declaration included in the financial report must specify the date of the committee's declaration and be signed by at least two authorised committee members.

11.11 Audit

The Board of Management shall submit the annual financial statements referred to in clause 11.10 for either:

1. A review by an independent person who is: a member of Chartered Accountants Australia and New Zealand (CA or FCA), CPA Australia (CPA or FCPA) or Institute of Public Accountants (MIPA or FIPA); a registered company auditor once in each year prior to the Annual General Meeting and shall attach the report of the accounts when tabling the same at the Annual General Meeting.
2. the majority of members at a general meeting pass a resolution that an audit will be completed.
3. or the association is directed to do so by the Commissioner.

11.12 Liquor Licence

The Board of Management shall comply with the Liquor Licencing Authority for the operation of a Club license authorising the Club to sell and supply liquor to its members and their guest upon premises lawfully occupied by the Club in good faith.

12.0. COMPLIANCE WITH LIQUOR ACT

No payment or part payment to any offer or servant of the Club is made by way of commission or allowance upon, or out of, money received for the sale of liquor.

Liquor shall not be removed from the Club except by, or on the instruction of, the member to whom it is sold.

A juvenile shall not be employed by the Club except in the clerical, administrative or recreational work of the Club.

The Board shall cause to be kept an up-to-date register of members, each in their class, which shall be available for inspection.

Any member of the club shall be at liberty to invite guests to the club, but the number of guests per member shall not exceed three (3) as per the Karratha Country Club's liquor licence.

13.0 DIVISIONS

13.1 Creation and Dissolution

The Board shall have the power to create recreational divisions of the Club and to formulate rules governing their conduct and further, it shall have the power to disband divisions which are no longer achieving the objects of the Club or for any other reason which the Board may deem pertinent, provided that no decision to create or disband a division shall be taken until delegates of divisions have met to consider such proposal.

13.2 Regulations

The Board of Management may from time to time make and rescind, alter, modify or add to regulations in respect of the whole or any part of the conduct of the activity of the Club; provided that no decision to take such actions shall be taken until delegates of division shall have met to consider such proposals

13.3 Investigation of Divisions

The Board of Management may, as it sees fit, direct an investigation of any part or all of the activities of a division. Such person or persons appointed for the investigation shall have full access to all records, bank accounts and documents of the division.

13.4 Assets of Divisions

All assets of divisions shall be registered in the name of the Club and upon dissolution of any division the whole of the assets of such division shall remain in the control of the Club.

14 Disputes and Mediation

- 14.1** The grievance procedure applies to disputes under these rules between:
- 14.1.1.** a member and another member;
 - 14.1.2** a member and the Club; or
 - 14.1.3.** if the Club provides services to non-members, those non-members who receive services from the Club, and the Club.
- 14.2.** The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties;
- 14.3.** 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;
- 14.4.** The mediator must be:
- 14.4.1.** a person chosen by agreement between the parties; or
 - 14.4.2.** in the absence of agreement be a person appointed by the Executive of the Club;
- 14.5.** A member of the Club can be a mediator;
- 14.6.** The mediator cannot be a member who is a party to the dispute;
- 14.7.** The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 14.8.** The mediator, in conducting the mediation, must:
- 14.8.1.** give the parties to the mediation process every opportunity to be heard;
 - 14.8.2.** allow due consideration by all parties of any written statement submitted by any party;
 - 14.8.3.** ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 14.9.** The mediator must not determine the dispute;
- 14.10.** The mediation must be confidential and without prejudice;
- 14.11.** 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.

DATED:	27 th	October	1988
REVISED:	08 th	June	1991
AMENDED:	02 nd	November	1997
AMENDED:	24 th	March	2002
AMENDED:	30 th	November	2002
AMENDED:	10 th	December	2006
AMENDED:	16 th	December	2006
AMENDED:	09 th	August	2008
AMENDED:	19 th	December	2012
AMENDED:	22 nd	October	2017
AMENDED:	31 st	October	2021
AMENDED:	30 th	October	2022