



Duncraig Badminton Club Inc.

Constitution

Adopted at the Annual General Meeting, 21st February 2018

DUNCRAIG BADMINTON CLUB (INCORPORATED) CONSTITUTION

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1 NAME

The Club shall be called the 'Duncraig Badminton Club' (Incorporated), hereinafter referred to as the 'Club'.

2 DEFINITIONS

In this Constitution, unless inconsistent with the context or the subject matter the following definitions apply:

'Junior Member' means a member under the age of eighteen years on the first day of the calendar year in the Membership Year.

'Life Member' means a member elected a Life Member at the Annual General Meeting of the club in accordance with 7.6

'Non-Playing' Member means a person wishing to join the club but not intending to play.

'The Act' means the Associations Incorporation Act 2015

3 OBJECTS

The objects of the Club shall be, whenever possible, to:

- 3.1 promote, encourage and organise the sport of badminton in the local community.
- 3.2 assist in the promotion and encouragement of the sport of badminton in the wider community.

4 PROPERTY

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

5 POWERS OF THE CLUB

The powers of the Club shall be:

- 5.1 To open and operate bank accounts.
- 5.2 To invest its monies in any security in which trust monies may be invested.
- 5.3 To accept donations and gifts in accordance with the object of the club.
- 5.4 To print and publish any information to any media, including newsletters, articles or leaflets for the promotion of the Club.
- 5.5 To provide gifts and prizes in accordance with the objects of the Club.
- 5.6 To organise social and competitive events for members and the promotion of the Club.

- 5.7 To be empowered to do all things necessary which are incidental to, and necessary for, the attainment of the objects of the club.
- 5.8 To arbitrate and settle disputes between members recognised by this Constitution.

6 RECORDS OF THE CLUB:

- 6.1 Unless the Members resolve otherwise at a general meeting, the Secretary shall have custody of all books, documents, records and registers of the club, including those referred to in Rule 22,(Secretary) other than those required by Rule 22 (Treasurer) to be kept and maintained by, or in the custody of the Treasurer.
- 6.2 All documents in the custody of the Secretary shall be kept and maintained at the Secretary's place of residence, or at such other place as the Members at a general meeting decide.
- 6.3 All documents in the custody of the Treasurer shall be kept and maintained at the Treasurer's place of residence, or such other place as the Members at a general meeting decide.
- 6.4 A Register of members which is to include members names, and a residential, postal or email address will be kept by the Secretary and be available to Members to view, on request.
- 6.5 Club Office bearers will be separately listed from the members, with either (or both) their business or private contact details being shown
- 6.6 A Member may, at any reasonable time, inspect without charge the books, documents, records and securities of the Club.
- 6.7 It will be an offence for a member to disclose or use the information obtained from the register of members or other records for a purpose that is not directly connected with the affairs of the club
- 6.8 Outgoing Committee members are obliged to return all club documents and records in their possession to the remaining or new committee as soon as practicable after their appointment ceases, to a maximum of 4 weeks.

7 MEMBERSHIP

- 7.1 Membership shall be open to any person who wishes to further the interests of the Club.
- 7.2 Membership shall be one of four categories:
- Adult member
 - Junior member
 - Life Member
 - Non-playing member

- 7.3 The Management Committee has the power to limit the membership due to availability of courts on Club night(s).
- 7.4 The Management Committee may restrict the number of Junior Members accepted in any one Membership Year.
- 7.5 Any playing Members not attending the club for eight (8) consecutive weeks, without explanation, will be deemed to have left the club and membership will lapse. The Member may be reinstated at the discretion of the Management Committee.
- 7.6 Any member may nominate another Member for Life Membership of the Club. Any person may, as a reward for having actively served the Club over a long period of time, or have provided special service to the Club may be nominated for Life Membership. Nomination for Life Membership must be given to the Secretary two weeks prior to the Annual General Meeting, and such nomination advised to the membership together with the notice of the meeting. Such person shall be elected to Life Membership if 75% of those present at the annual General Meeting vote in favour.
- 7.7 Each member has the responsibility to be:
- a) Bound by the Constitution.
 - b) Liable for such fees as may be fixed by the Annual General Meeting.

8 PRIVILEGES OF MEMBERSHIP

The privileges of membership of the Club shall be as follows:

- 8.1 Adult Members
- a) attend, speak and vote at all General Meetings;
 - b) to play on Club courts on all nights allocated to the club;
 - c) to participate in all social and competitive activities organised by the club;
 - d) to invite Visitors to the club when this is sanctioned by the Management Committee;
 - e) to hold office in the club.
 - f) to receive a copy of the rules (Constitution) on becoming a member, by email or hard copy.
- 8.2 Junior Members
- a) as shown for Adult Members, with the exception that Junior Members shall not be entitled to hold office in the Club or vote at General Meetings.

8.3 Life Members

- a) automatic and continuous membership at all times with all the privileges of an Adult Member (see section 8.1)
- b) exemption from all Club Annual fees.

8.4 Non-playing Members-

- a) attend and speak, but not vote at all General Meetings;
- b) participate in all social functions;
- c) hold office in the Club.

9 VISITORS

9.1 The Management Committee may allow Visitors to attend the Club.

9.2 Visitors to the club are to pay the fee as determined by the Management Committee

10 MEMBERSHIP YEAR

The Membership year will commence from the first playing date in February, set by the Management Committee each year, and conclude on the last playing date in December, set by the Management Committee.

11 FEES

The fees, both joining fee and weekly fee, will be set at the Annual General Meeting.

12 FINANCIAL YEAR

The Financial Year shall be from the first day of December in each year to the last day of November in each year.

13 FINANCIAL REPORTING

13.1 The club is classified as Tier 1 (less than \$250,000 per financial year revenue)

13.2 A cash accounting method will be used, with incoming monies being recorded in the accounts when they are received and the expenses when they are paid.

13.3 A statement of receipts and payments for the financial year will be provided at the Annual General Meeting.

13.4 A reconciled statement of the club's bank account balance will be provided at the Annual General meeting and will relate to the previous financial year (calendar year)

13.5 A state of assets and liabilities of the club will be provided at the Annual General Meeting.

14 CONTROL OF CLUB AFFAIRS

The affairs of the Club shall be controlled and directed by:

- a) an Annual General Meeting
- b) the Management Committee

15 ANNUAL GENERAL MEETING

- 15.1 An Annual General Meeting shall be held every year in the month of December.
- 15.2 All adult financial members, Life Members and non-playing members shall be entitled to attend, vote and put forward motions at the Annual General Meeting.
- 15.3 All members, of whatever category, shall be informed in writing of the date, time and place of the Annual General Meeting, fourteen days before the date of the meeting, with agenda items. Email notification is considered as being 'in writing'.
- 15.4 The regular business of the Annual General Meeting shall be to:
 - 15.5 Confirm the Minutes of the previous Annual General Meeting and any Special General Meetings held since the AGM.
 - 15.6 Receive the financial report by the Treasurer.
 - 15.7 Elect the Management Committee for the following playing year.
 - 15.8 Attend to any other business which has been previously placed on the agenda and/or business arising from the floor of the meeting.
 - 15.9 Any Member may place an item of business on the agenda, either in writing to the Secretary prior to the meeting or from the floor of the meeting.

16 SPECIAL GENERAL MEETING

- 16.1 The Management Committee may call a Special General Meeting at any time.
- 16.2 A Special General Meeting may be called at the request of any 10% of Adult or Life Members or non-playing members who advise the Management Committee of the purpose of the meeting.
- 16.3 The Management Committee must advise all Members, in writing, fourteen (14) days prior to the meeting of the date, time and business of the meeting.
- 16.4 The Special General Meeting shall only deal with the matter(s) of which notice has been given.

17 QUORUM

- 17.1 At the Annual General Meeting and any Special General Meetings a quorum shall be 40% of the members entitled to vote.
- 17.2 At a Management Committee meeting the quorum shall be 50% of the elected Committee Members.
- 17.3 In the event that a quorum is not present at any General Meeting or Management Committee Meeting then the meeting shall be adjourned until the same time the following week. If a quorum is not present on that occasion then the Members present shall constitute a quorum.

18 VOTING

- 18.1 All Adult financial members, Life Members and non-playing members are entitled to one vote at the Annual General Meeting and Special General Meetings.

19 MANAGEMENT COMMITTEE

- 19.1 The Management Committee will control and manage the affairs, concerns and property of the club.
- 19.2 The Management Committee will consist of:
 - a) President
 - b) Secretary
 - c) Treasurer
 - d) Captain
 - e) Vice Captains (minimum of 1 and maximum of 3)

The positions of Secretary and Treasurer may be combined if there are insufficient nominations.

- 19.3 All officers are honorary.
- 19.4 The term of office of all Management Committee members is one year- from the Annual General Meeting of one year to the Annual General Meeting the following year.
- 19.5 No Management Committee Member may serve more than 5 consecutive terms.
- 19.6 The Management Committee will meet a minimum of twice a year and a copy of meeting Minutes presented to Members.

- 19.7 Members of the Management Committee who have any direct or indirect pecuniary interest in a matter being considered by the Committee must declare that interest and not take part in any deliberations or voting on that matter.
- 19.8 Management Committee decisions will be determined by consensus but if necessary a vote can be taken with each Committee Member having one vote and the President having a deciding vote if required.

20 ELECTION OF MANAGEMENT COMMITTEE

- 20.1 The term of office of each Member of the Management Committee shall be one (1) year.
- 20.2 All Members of the Management Committee shall be elected by ballot at the Annual General Meeting of the club. Nominations may be proposed and seconded with the acceptance of the nominee in writing or by verbal proposal and acceptance of the nominee at the meeting. Newly elected Members shall take office immediately after the close of the meeting at which they are elected.
- 20.3 A casual vacancy may occur when a Management Committee member:
- a) dies;
 - b) resigns by notice in writing delivered to the Secretary of the Management Committee. In the event the casual vacancy is the Secretary, then notification must be given to the President.
 - c) is convicted of an offence under the Act;
 - d) is permanently incapacitated by mental or physical ill health;
 - e) ceases to be a Member of the Club;
 - f) is absent from the Club for more than six (6) weeks without satisfactory explanation to the Management Committee.
- 20.4 Any vacancy occurring (for whatever reason) after the Annual Elections may be filled through appointment by the Management Committee. The Member so appointed shall hold office for the unexpired portion of the term of office.

21 PAYMENT TO ANY MANAGEMENT COMMITTEE MEMBER

Any payment to a Management Committee Member, beyond that of recuperation of club expenses on presentation of receipts, shall only occur if authorised by resolution of the Association at a General Meeting.

22 DUTIES OF THE MANAGEMENT COMMITTEE

22.1 The Management Committee will have duty of care and diligence, a duty to act in good faith in the best interests of the club and for a proper purpose, a duty not to misuse their position and a duty not to misuse information.

22.2 Specific duties

President:

- a) Liaison between club members and the Management Committee;
- b) Chairing of all meetings;
- c) Shall have a casting (second) vote if so required;
- d) Representative of the Club at any meetings, functions etc. to which the club is entitled to have a representative, including being the Club delegate when such is required.
- e) Chair of the Disputes Committee;
- f) All actions which will ensure the smooth functioning of the club.

Secretary:

- a) Record Minutes of meetings;
- b) Keep the Minute Book and any other Records not of a financial nature;
- c) Keep the Register of Members;
- d) Make available all records for the inspection of any Member, and the Member may make a copy of or take an extract from the record, but will have no right to remove the record for that purpose;
- e) Carry out any and all correspondence relating to club matters.

Treasurer:

- a) Collect all fees
- b) Manage all financial affairs, bank account, chequebook, etc.
- c) Pay all accounts
- d) Prepare and present full financial reports at the Annual General Meeting, and at any time requested by the Management Committee.
- e) Unless the Members resolve otherwise at a general meeting, have the custody of all securities, books and documents of a financial nature and accounting records of the club.

Captain:

- a) Organise games each week
- b) Organise competitions
- c) Manage shuttle usage
- d) Manage the player weekly record book

Vice Captains:

- a) Assist the Captain in all his/her duties
- b) In the absence of the Captain take on the Captain's duties

23 DISPUTES COMMITTEE

23.1 In the event of a Member OR Members being in dispute with the club a Disputes Committee shall be formed to resolve the issue. This Disputes Committee shall consist of:

- a) President
- b) Captain
- c) Three Club Members not on the Management Committee.

23.2 The Disputes Committee shall meet with the Disputee within 2 weeks of the dispute coming to the attention of the Management Committee.

23.3 Within seven (7) days following the Dispute hearing the Disputes Committee shall report to the Management Committee of their decision. The President shall then advise the Disputee, in writing of the decision.

24 APPEALS

In the event that a Member is not satisfied with the Disputes Committee decision he/she may appeal to a Special General Meeting of the club. Request for an appeal must be in writing to the Secretary within fourteen days of the decision and the Secretary to follow all procedures as per Special General Meetings (see section 14).

25 ALTERATIONS, ADDITIONS AND AMENDMENTS TO THE CONSTITUTION

25.1 The Club may alter or rescind these Rules, or make additional Rules at a Special General Meeting (convened according to section 14) by advising all Members of the suggested changes fourteen (14) days prior to the meeting.

25.2 At the Special General Meeting the suggested changes must be passed by a majority of no less than 75% of the Members present who are entitled to vote.

25.2 These rules bind every Member of the Club to the same extent as if every Member had signed and sealed these rules and agreed to be bound by the provisions.

26 LIMITATIONS OF LIABILITY

26.1 All Members of the Management Committee and all other persons acting with and under the authority of the Management Committee shall be indemnified against all costs, losses and expenses which that person may incur or be liable to pay by reason of any contract entered into, or act or deed, done lawfully by him/her in the discharge of his/her duties.

26.2 No person referred to in Rule 25.1 shall be liable for the accounts, receipts, neglects or defaults of any other person, or for joining in any receipt or other act or the insufficiency or deficiency of any securities in or upon which any of the monies of Duncraig Badminton Club Inc. shall be invested, or for the loss or damage arising from bankruptcy, insolvency, or wrongful acts of any person with whom monies, securities or effects shall be deposited, or from any loss, damage or misfortune whatever which shall happen in the execution of the duties of his office, and in relation thereto, unless the same happens through his/her own wilful act or default.

27 COMMON SEAL

27.1 Duncraig Badminton Club Inc. shall have a common seal which shall be kept in the custody of the Management Committee Secretary.

27.2 The common seal shall only be affixed to any deed or instrument or document by the President and Treasurer pursuant to a resolution of the Management Committee and in the presence of the Secretary, who shall keep a record of all documents to which the seal shall have been affixed.

28 CHANGE OF ADDRESS

The Commissioner of Consumer Affairs will be notified of any club change of address within 28 days of the change occurring.

29 DISSOLUTION

If, on the winding up of the Duncraig Badminton Club Inc. any property of the Club remains after satisfaction of debts and liabilities of the Club and the cost, charges and expenses of that winding up, that property shall be distributed to another incorporated Western Australian Badminton Association or Club, having objects similar to those of the Duncraig Badminton Club (Inc.)