

**NORWOOD CROQUET CLUB INCORPORATED**

# **CONSTITUTION**

**OCTOBER 2015**

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1. **NAME:**

The name of the incorporated association is the Norwood Croquet Club Incorporated, referred to herein as the 'Club'.

2. **DEFINITIONS:**

In this Constitution, unless the contrary intention appears,

- (a) 'Act' means the Associations Incorporation Act 1985 (SA) – as amended.
- (b) 'Constitution' means the constitution of the Club.
- (c) 'Committee' means the committee of management of the Club
- (d) 'Croquet SA' means South Australian Croquet Association Incorporated.
- (e) 'Member' means a member of the Club.
- (f) 'Month' shall mean a calendar month.
- (g) 'Ordinary Resolution' means:
  - (i) at a meeting of Members, a Resolution passed at a General Meeting by a majority of Members present, entitled to vote and voting; or
  - (ii) at a meeting of the Committee or a subcommittee of the Committee, a Resolution passed by a majority of those present, entitled to vote and voting.
- (h) 'Resolution' means a decision of the Committee recorded in minutes of the Committee.
- (i) 'Special Resolution' means a special resolution defined in the Act.

3. **OBJECTS AND PURPOSES:**

The objects and purposes of the Club are to:

- (a) provide facilities for the sport of croquet, for the use and recreation of Members;
- (b) promote, encourage and advance a general interest in the game of croquet;
- (c) affiliate with and abide by the Constitution of the Croquet SA; and
- (d) undertake and/or do other things or activities which are necessary, incidental or conducive to the advancement of these objects and purposes ('**Objects and Purposes**')

4. **POWERS:**

For furthering the Objects and Purposes, the Club shall have all the powers conferred on it by section 25 of the Act.

5. **MEMBERSHIP:**

Membership of the Club shall comprise the following classes:

- (a) **Full Member** – a financial member who has full voting and playing rights.
- (b) **Associate Member** - A registered member of another club. May play regularly and attend all social events including General Meetings, but has no voting rights.
- (c) **School/University Student** - A financial member with full voting and playing rights.
- (d) **Life Member** - Granted by the Committee and endorsed by a General Meeting in recognition of a long and generous service to the Club. A Life Member may be registered with Croquet SA if wishing to play competition. A Life Member retains all the rights of a full member.

- (e) **1st Year Member** - Registered with Croquet SA. These members may become full members on payment of a full fee or a pro-rata fee calculated from the date of first registration. A full membership fee is then paid at the beginning of the subsequent financial year. 1st Year members pay green fees for Club and team play.
- (f) **Limited Member** - Granted at the discretion of the Committee. This is available to full members who, because of frailty or disability, can no longer play regularly. A half-fee confers membership of the Club with the right to play when able. A Limited Member is always welcome at social events.

**6. OBLIGATIONS OF MEMBERS:**

Each Member must:

- (a) treat all staff, contractors and representatives of the Club and Croquet SA with respect and courtesy at all times;
- (b) maintain and enhance the standards, quality and reputation of both the Club and the sport of croquet; and
- (c) not act in a manner unbecoming of a Member or prejudicial to the Objects and Purposes or the interests or reputation of the Club, Croquet SA or the sport of croquet.

**7. REGISTER OF MEMBERS:**

In accordance with the Act, a register of Members shall be kept, and contain:

- (a) name, address and contact details of each Member;
- (b) name and contact details of next of kin in case of emergencies;
- (c) the date on which each Member was admitted to the Club; and
- (d) date of termination of membership.

**8. SUBSCRIPTIONS:**

- (a) The subscription fees for each class of membership shall be determined from time to time at a meeting.
- (b) Subscription fees for each class of membership shall fall due on 1<sup>st</sup> July each calendar year and be paid no later than 31<sup>st</sup> August each year. Un-financial Members shall have no voting right at any meeting.
- (c) The Committee may waive all or part of a Member's subscriptions, fees or levies and may agree terms of payment for a Member different from those applicable to other Members if the Committee is satisfied that there are special reasons to do so.

**9. REGISTRATION:**

- (a) All playing Members shall be registered with Croquet SA
- (b) Registration fees and payment thereof for playing Members will be in accordance with that set by Croquet SA.

**10. EFFECT OF MEMBERSHIP:**

- (a) This Constitution constitutes a contract between each of the Members and the Club and each Member is bound by this Constitution and any rules, regulations, by-laws or policies made by the Committee under this Constitution.
- (b) Each Member is also bound by the rules and regulations governing competitions in which the Member participates.
- (c) Each Member is bound by any imposed any rules, regulations, by-laws or policies by the Croquet SA from time to time.

**11. CESSATION OF MEMBERSHIP:**

A Member ceases to be a Member of the Club if:

- (a) the Member resigns from membership in accordance with clause 12; or
- (b) the Member is expelled from the Club under clause 13.

**12. RESIGNATION:**

A Member may resign by giving written notice to the secretary or public officer of the Club. Any such Member will be liable for outstanding subscriptions which shall be recoverable by the Club.

**13. EXPULSION OF A MEMBER:**

- (a) Subject to giving a Member an opportunity to be heard or to make a written submission, the Committee may resolve to expel a Member from membership of the Club if, in the opinion of the Committee, the Member has breached any of its obligations under this Constitution or any rules, regulations, by-laws or policies made by the Committee under this Constitution.
- (b) Particulars of the charge shall be communicated to the Member at least 14 days before the meeting of the Committee at which the matter shall be determined.
- (c) The Resolution of the Committee shall be communicated to the Member and, in the event of an adverse Resolution, the Member shall, subject to sub clause 13.d, cease to be a Member fourteen (14) days after the Committee has communicated its Resolution to the Member.
- (d) It shall be open to a Member to appeal to the Club in General Meeting against the expulsion. The intention to appeal shall be communicated to the secretary or public officer of the Club within fourteen (14) days after the Resolution of the Committee has been communicated to the Member.
- (e) In the event of an appeal under clause 13.d. the appellant's membership of the Club shall not be terminated unless the Resolution of the Committee to expel the Member is upheld by the Members of the Club in General Meeting at which the Resolution of the Committee is upheld.

**14. RETURN OF PROPERTY**

A Member who ceases to be a Member must not thereafter use any property of the Club (including, without limitation, its intellectual property) and must immediately return to the Club all of the Club's documents, records or other property in the possession, custody or control of the former Member.

**15. MEMBERSHIP REINSTATEMENT**

Nothing in clause 13 prevents a former Member from applying for readmission to membership but, in considering the readmission application the Committee is entitled to take into account the facts and circumstances in which the prior membership (or memberships) ceased.

**16. THE COMMITTEE:**

- (a) The Committee shall comprise of the elected officers as in clause (c).
- (b) The affairs of the Club shall be managed and controlled by the Committee which, in addition to any powers and authorities conferred by this Constitution, may exercise all such powers and do all such things as are within the Objects and Purposes of the Club, and are not by the Act or by this Constitution, required to be done in General Meeting.
- (c) The Committee may appoint a Member to fill a casual vacancy and such a Committee Member shall hold office until the next Annual General Meeting of the Club and shall be eligible for re-appointment.
- (d) The Committee has the management and control of the funds and other property of the Club.

**17. DISQUALIFICATION OF A COMMITTEE MEMBER:**

The office of a Committee Member shall become vacant if such a Member:

- (a) dies;
- (b) becomes disqualified from being a Member by the Act or would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*;
- (c) is expelled as a Member under this Constitution;
- (d) is permanently incapacitated;
- (e) resigns his or her office by written notice to the Committee; or
- (f) Is absent without apology from more than three consecutive Committee Meetings in one year of office.

**18. PROCEEDINGS AT COMMITTEE:**

- (a) The Committee shall meet together for the dispatch of business at least once every alternate month ('**Committee Meeting**').
- (b) Questions arising at any meeting shall be decided by a majority of votes. In the event of equality of votes, the Chairperson (as defined in clause 25(c)) shall have a casting vote in addition to a deliberative vote.
- (c) A quorum for a meeting of the Committee shall be five Members.
- (d) A Member of the Committee having a pecuniary interest in a contract with the Club must disclose that interest to the Committee as required by the Act, and shall not vote in respect to that contract.
- (e) The Committee shall have authority to make Resolutions to regulate the activities of the Club and its Members with such Resolutions recorded in a handbook for reference by Members.

- (f) A Committee Member may attend a meeting by telephone or other electronic means by which he or she can hear and be heard.

**19. RESOLUTIONS NOT IN MEETING:**

- (a) Subject to subclause (d), the Committee may pass a Resolution without a Committee Meeting being held if all the Committee Members entitled to vote on the Resolution sign a document containing a statement that they are in favour of the Resolution set out in the document. The Resolution is passed when the last Committee Member signs.
- (b) For the purposes of subclause (a), separate copies of a document may be used for signing by those entitled to vote if the wording of the Resolution and statement is identical in each copy.
- (c) Any document referred to in this clause may be in the form of a facsimile or electronic transmission.
- (d) A Resolution may not be passed under subclause (a) if, before it is circulated for voting under subclause (a), the Committee resolves that it can only be put at a meeting of the Committee.
- (e) A Resolution passed under this clause must be recorded in the handbook.

**20. LIMITATION**

The Committee may not cause the Club to disaffiliate from Croquet SA without an Ordinary Resolution of the Members in General Meeting.

**21. THE SEAL:**

- (a) The Club shall have a common seal upon which its corporate name shall appear in legible characters ('Seal').
- (b) The Seal shall not be used without the express authorization of the Committee. Every use of the Seal shall be recorded in the handbook of the Club. The affixing of the seal shall be witnessed by any two Members of the Committee.
- (c) The Seal shall be kept in the custody of the secretary or other such person as the Committee may from time to time decide.

**22. FINANCIAL REPORTING**

**22.1 Financial Year**

The financial year of the Club shall be a period of 12 months ending on June 30<sup>th</sup> each year.

**22.2 Accounts**

- (a) The Club shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the Club in accordance with the Act.
- (b) These accounts may be audited before presentation at the Annual General Meeting.

**22.3 Non-Profit Clause**



The income and capital of the Club shall be applied exclusively to the promotion of its Objects and Purposes and no portion shall be paid or distributed directly or indirectly to Members or their associates except as bona fide remunerations of a Member for services rendered or expenses incurred on behalf of the Club.

**23. BORROWING POWERS:**

- (a) Subject to this clause the Club may borrow from banks or other financial institutions upon such terms and conditions as the Club sees fit, and may secure the repayment thereof by charging the property of the Club.
- (b) In accordance with the Act the Club may invite and accept deposits of money from any person on such terms and conditions as it may determine from time to time.

**24. MEETINGS:**

**24.1 Annual General Meeting**

- (a) The Committee shall call an Annual General Meeting in accordance with the Act and this Constitution within five (5) months after the end of its financial year (**'Annual General Meeting'**).
- (b) Notice of an Annual General Meeting
  - (i) At least 21 days notice of the meeting shall be given to Members. The notice shall set out where and when the meeting will be held and particulars of the nature and order of the business to be transacted at the meeting.
  - (ii) A notice may be given to a Member entitled under this Constitution to receive the notice by sending it by pre-paid post, facsimile transmission or electronic mail, to the Member's last known address, facsimile number or electronic mail address.
  - (iii) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
  - (iv) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
  - (v) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.
- (c) The order of the business of the meeting shall be:
  - (i) confirmation of the minutes of the previous Annual General Meeting and of any Special General Meeting held since that meeting;
  - (ii) reports of Committee Members;
  - (iii) consideration of the accounts and ratification of Club fees;
  - (iv) election of officers/Members;
  - (v) appointment of auditor and public officer; and
  - (vi) any other business requiring consideration by the Club in General Meeting.

**24.2 Election of Officers:**

- (a) Nominations for all positions shall be called for and handed to the secretary, in writing, no later than 7 days prior to the Annual General Meeting. Only nominations from financial Members shall be accepted.
- (b) At the Annual General Meeting all offices shall be declared vacant and a returning officer shall be appointed. If, by the closing date for nominations as shown in subclause (a) there is only one person nominated for a particular office, the returning officer at the Annual General Meeting shall declare that person duly elected without contest. However, if more than one person should nominate for a particular office by the closing date, then the election will be decided by a secret ballot at the Annual General Meeting.
- (c) The following officers shall be elected:
  - (i) President
  - (ii) Vice-President
  - (iii) Secretary
  - (iv) Treasurer
  - (v) Captain Association Croquet
  - (vi) Captain Golf Croquet
  - (vii) 5x Floor Member
- (d) All officers and Members of Committee are appointed on an annual basis and can be re-elected at subsequent Annual General Meeting.

#### **24.3 Sub Committees:**

The Committee may, in writing, establish subcommittees and delegate to each of them the exercise of the functions of the Committee that are specified in the instrument of delegation, other than:

- (a) this power of delegation; and
- (b) a function that is a function imposed on the Committee by the Act, by any other law, or by resolution of the Club in General Meeting.

#### **24.4 Special General Meeting:**

- (a) The Committee may call a Special General Meeting of the Club at any time (**'Special General Meeting'**).
- (b) Upon a requisition in writing of not less than seven (7) of the total number of Members of the Club, the Committee shall, within one month of receipt of the requisition, convene a Special General Meeting for the purposes specified in the requisition.
- (c) Every requisition for a Special General Meeting shall be signed by the Members making the same and shall state the purpose of the meeting.
- (d) If a Special General Meeting is not convened within one month as required by subclause (b) the requisitioning Members may convene a Special General Meeting. Such a meeting shall be convened in the same manner as a meeting convened by the Committee. For this purpose the Committee shall ensure that the requisitioning Members are supplied free of charge with particulars of the Members entitled to receive a notice of the meeting. The reasonable expense of convening and conducting such a meeting shall be borne by the Club.

- (e) Notice of a meeting at which a special Resolution is to be proposed shall be given at least 21 days prior to the date of the meeting.

#### 24.5 Notice of General Meeting

At least 21 days notice of any General Meeting shall be given to Members ('General Meeting'). The notice shall set out where and when the meeting will be held and particulars of the nature and order of the business to be transacted at the meeting.

#### 25. PROCEEDINGS OF MEETINGS AT ANNUAL GENERAL, SPECIAL, AND GENERAL MEETINGS:

- (a) Twenty percent of the total membership of the Club shall constitute a quorum at any Annual General, Special or General Meeting.
- (b) If within 30 minutes after the time appointed for the meeting a quorum of Members is not present, a meeting convened upon the requisition of Members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place. If at such an adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting, the Members present shall form a quorum.
- (c) The president of the Club shall preside as a chairperson at a General Meeting of the Club ('Chairperson').
- (d) If the president is not present within five minutes after the time appointed for holding that meeting or he or she is present but declines to take or retires from the chair the vice president may chair the meeting or the Members may choose a Committee Member or one of their own number present to be chairperson of that meeting.
- (e) The Chairperson may, with the consent of any meeting at which a quorum is present and, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (f) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as if that meeting were an original meeting of Members.

#### 25.1 Voting

- (a) Subject to this Constitution Members as specified in clause 5 and present shall be entitled to one vote.
- (b) At any meeting a Resolution put to the vote shall be decided on a show of hands and a declaration made by the Chairperson of the meeting that the Resolution has been carried or lost (unless a poll is demanded) by conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the Resolution.
- (c) If a poll is demanded by the Chairperson of the meeting or by three or more Members present, it shall be taken in such a manner as the Chairperson directs. The result of such a poll shall be the decision of the meeting. In the case of a special Resolution, a majority of not less than three quarters of the Members entitled to and voting at the meeting is required.

- (d) A poll demanded on the election of a Chairperson of a meeting or on any question of an adjournment shall be taken at the meeting without adjournment.
- (e) Election of Committee shall be decided by a show of hands or a secret written ballot where the Chairperson may appoint scrutineers.

**26. MINUTES:**

- (a) Proper minutes of all proceedings of meetings of the Club and of meetings of the Committee shall be entered, within one month after the relevant meeting, in minute books kept for this purpose ('Minutes'). These books shall be available to all Club Members.
- (b) The Minutes kept pursuant to this clause shall be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the succeeding meeting.
- (c) Where Minutes are recorded and signed they shall, unless proved to the contrary, be evidence that the meeting was convened and duly held.
- (d) Any Resolution of the Committee affecting Members shall be included in the Club's handbook.

**27. WINDING UP:**

The Club may be wound up in the manner provided for in the Act.

**28. APPLICATION OF SURPLUS ASSETS:**

If upon winding up or dissolution of the Club there remains surplus assets as defined by the Act, such surplus assets shall be distributed to other body or bodies having similar Objects and Purposes to the Club or to such charitable body or bodies which prohibit the distribution of its income and property among members.

**29. INDEMNITY:**

- (a) Every Committee Member and employee of the Club is entitled to be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Committee Member or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any proceedings in which relief is granted by the Court.
- (b) The Club must indemnify its Committee Members and employees against all damages and losses (including legal costs) for which any such Committee Member or employee may be or become liable to any third party in consequence of any act or omission:
  - (i) in the case of a Committee Member, performed or made in good faith whilst acting on behalf of and with the authority, express or implied of the Club; and
  - (ii) in the case of an employee, performed or made in good faith in the course of, and within the scope of their employment by the Club

30. **CONSTITUTION:**

- (a) Subject to approval by a Resolution of the Members of the Club at a Special General Meeting, these rules may be altered (including an alteration to the Club's name) or may be rescinded or replaced by substituted rules.
- (b) Such an alteration shall be registered with the Consumer and Business Services of the Government of South Australia as required by the Act.