**

**CREMORNE BOWLS AND COMMUNITY CLUB**

**CONSTITUTION**

**5 June 2016**

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**Section 1: OVERVIEW**

**1. Name**

The name of the incorporated association is the Cremorne Bowls and Community Club Inc. The Club is a not-for-profit organisation incorporated under the provisions of the Association Incorporation Act (Tasmania):1964 (*The Act*) and any of its subsequent provisions and amendments, and shall comply with the provisions of this Act and its regulations.

**2. Definitions**

1. ***Club*** means Cremorne Bowls and Community Club Incorporated [CBCC].
2. ***Rules*** mean the rules of the Club as currently in force.
3. ***Board***means the Board of Management consisting of those Members of the Club elected to manage the CBCC for their elected period in accordance with the Rules.
4. ***Month*** means calendar month.
5. ***Club Year*** means the period beginning on 1 May of each calendar year and ending on 30 April of the following year. Members who have paid **annual subscriptions** do so to cover this period. This period also equates to the Club’s **financial year**.
6. ***AGM*** means the Annual General Meeting of the CBCC which is, under *The Act*, to be held no later than 4 months from the end of the *Club Year*.
7. ***BTS***means Bowls Tasmania South.

**3. Vision**

The Cremorne Bowls and Community Club will be a vibrant and competitive sports club and social hub where Members can interact socially, enjoy a game of bowls (including practice), meet a range of people and make use of the Club’s facilities in positive ways.

**4. Purposes**

The purposes of the CBCC are to:

1. participate in bowls competitions – including “Pennant” at the highest possible level in order to maintain and enhance the tradition of playing bowls established within the Club since its formation in 1962;
2. promote the game of bowls among young people and the general community to help ensure the future of “bowling” as an integral part of the Club;
3. encourage non-bowlers to become members of the Club;
4. provide facilities for bowling and non-bowling members to actively follow their interests and undertake activities within pleasant surroundings;
5. promote and develop the Club and its facilities and activities within the local community for the benefit of Members, the game of Bowls and the community within which the Club exists;
6. celebrate the achievements of Members; and
7. do all lawful things as are, in the opinion of Members of the Club, conducive to the attainment of the Vision stated herein.

**5. Objectives**

The objectives of the CBCC are as follows:

1. ***maintaining traditions within the Club*** by –

 [i] creating opportunities for as many Members as possible to participate in Pennant Bowls;

 [ii] affiliating with BTS and Bowls Tasmania or any other body that would be of benefit to the Club;

 [iii] encouraging the participation of Members in bowls competitions conducted by other clubs;

 [iv] promoting and encouraging all Pennant-playing Members to participate in Club championships.

1. ***ensuring the future of the Club*** by –

 [i] creating opportunities for Members to play social bowls or play in intra-Club competitions to ensure that any Member who is a reserve for the Pennant competition – or is new to the game of bowls – can play and maintain their enthusiasm for the sport;

 [ii] creating opportunities for young people – including school children – to become familiar with and participate in the game of bowls;

 [iii] promoting and encouraging Members to participate in Barefoot and Indoor Bowls activities conducted by the Club;

 [iv] conduct Social Winter Bowls competitions during the off-season to help maintain Members’ interest and skills in bowls.

(c) ***providing a recreational facility for both bowling and non-bowling Members ofthe Club*** by –

 [i] maintaining and conducting a bowls and community organisation that can provide a clubhouse, bowling green and other facilities for the use of Members at such times and in such ways as decided by the Members;

 [ii] conducting activities that encourage non-bowling Members to participate in Club activities;

 [iii] striving to ensure that each Member “type” such as male Pennant bowlers, female Pennant bowlers, non-playing Members, Indoor bowlers and Barefoot bowlers has representation on the Board of Management, bearing in mind that a Member of the Board may represent one or more groups within the Club.

(d) ***acknowledging and celebrating the achievements of Members through recognition of such things as*** *–*

 [i] noteworthy service to the Club;

 [ii] special group or individual efforts, eg: “Team of the Week”.

Such recognition may occur in Club newsletters, honour boards, trophies etc.

(e) ***satisfying such other objectives as Members shall determine from time to time***. The advancement and best interests of fellow Members and the game of bowls should be a priority in terms of the aims and actions of Club participants.**\*** This may include but not be limited to –

 [i] raising and borrowing any monies required for the purposes of the Club upon such terms and conditions and/or on such securities as may be determined;

 [ii] purchasing, taking, leasing, exchanging, hiring or otherwise acquiring any real or personal property and other rights and privileges necessary or convenient for the purpose of the Club;

[iii] constructing, altering, adding to or maintaining all buildings and other property belonging to the Club;

[iv] selling, mortgaging, improving, managing, developing, leasing, disposing of, turning to account or otherwise dealing with all or any part of the property of the Club, having regard at all times that the Club is prohibited from making any distribution whether in money, property or otherwise to its Members; and

 [v] amalgamating with any one or more incorporated associations having Objectives altogether or in part similar to those of the Club and which shall prohibit the distribution of its – or their – income and property among its – or their – members to an extent at least as great as that imposed upon the Club under – or by virtue of – the provisions of this Constitution.

1. ***doing all such things as are incidental to or necessary for the achievement of the objectives set out above.***

**\*** In this context, “participants” means those having an interest in or involvement with the Club.

**Section 2: MEMBERSHIP**

**6. Membership Types**

Membership of the Cremorne Bowls and Community Club shall be open to any person who wishes to further the Purposes of the Club. A person who is nominated and approved for membership of the Cremorne Bowls and Community Club is eligible to be a Member (as described below) after payment of the **annual subscription** and, in doing so, shall be deemed to have agreed to abide by this Club’s Constitution, Rules and By-laws and relevant regulations of regional, state and national controlling bodies. The Club shall consist of the following membership types:

1. ***General Members*** (referred to henceforth simply as “Members”) shall be entitled to all the privileges of the Club including access to the green and indoor mats. CBCC Members may compete in intra-club competitions such as *Indoor* and *Twilight* or *BarefootBowls*. An **annual bowling fee** may be levied for participation in such competitions. Payment of **special competition entrance fees** may be an additional requirement for activities such as *Winter Social Bowls* and *Australia Day Bowls Afternoons* and events such as *Pharmacy Day* and *Legacy Day*. Members who choose to compete in BTS-sanctioned events and matches may be required to pay a **competition levy** as set by the relevant organisation/s.
2. ***Juniors*** shall be entitled to the same privileges as other Members but will not be eligible to stand for the Board of Management. A “Junior” is someone under 18 years-of-age with no defined lower age limit. If a Junior Member satisfies the age restriction determined by regional, state or national bowls organisations, that person may also represent the Club in BTS-sanctioned events and matches.
3. ***Life Members*** shall enjoy the same privileges as other Members and will be liable for all financial obligations other than the CBCC membership portion of the annual subscription fee. Any person who shall have rendered special service to the Club may, on a unanimous vote of the Board, be elected a Life Member of the CBCC. A written nomination, detailing the services performed and signed by 2 Club Members – other than the candidate – must be forwarded to the Secretary no later than 28 days in advance of the meeting at which it is to be considered. Such elected Members shall be presented with – and entitled to wear – a CBCC Life Member badge.

**7. Nomination & Election**

1. Any person 18 years-of-age or over**\*\*** and wishing to become a Member of the Club must be proposed by one Member and seconded by another. Each of these Members should have a personal knowledge of the applicant.
2. An application form should be signed by the applicant at least 14 days before the next appropriate Board meeting and contain the name and contact details of the candidate and the date of application. The application should be presented to the Secretary who should post it on the Club’s noticeboard and keep it so posted for at least 7 days immediately preceding the next Board meeting.
3. Members shall be elected by the Board of Management and 2 adverse votes shall exclude the applicant. (A record of every Board member voting at the election shall be kept by the Secretary without their vote being identified.)
4. The decision of the Board shall be final.
5. Immediately upon the election of a new Member, the Secretary shall make a copy of the Constitution and any By-laws currently in force available to the Member.
6. If a newly-elected Member fails to pay their subscription within 30 days after their election, their membership shall be void unless they justify their delay to the satisfaction of the Board.
7. Payment of the subscription and/or using the Club’s property shall imply a Member’s acquiescence to the Rules and By-laws of the CBCC.

**\*\*** A person under 18 years-of-age may apply for membership of the Club (see “Juniors” above) but their application must be approved and countersigned by a parent or guardian.

**8. Liability of Members**

If a Member, by breach of any CBCC Rules or By-laws or by any unlawful act, causes the Club or any officer or staff member of the Club to pay any money, such Member shall be civilly liable to the Club, officer or staff member for the amount so paid.

**9. Forfeiture of Membership**

The Secretary shall give notice to each current Member when their subscription is due.

If any Member fails to pay their annual subscription within 3 months of the beginning of

the Club Year, they shall cease to be a Member of the Club. However, should a satisfactory explanation be made by the Member to the Board of Management, the Board may choose to restore membership upon payment of the outstanding subscription.

**10. Re-admittance**

Should any Member of the Club, from any cause whatsoever, cease to be a Member of the CBCC for one or more years, the Member may be re-admitted without back-paying subscriptions, provided a majority of the Board consent thereto.

**11. Absence of a Member**

Any Member contemplating absence for an extended period may, on application to the Board, be granted leave-of-absence for a period not exceeding 2 years. The Board may levy that Member a nominal “holding fee” to be determined by the Board at the time.

**12. Resignation of Members**

1. Any Member wishing to resign from the Club should give 7 days’ notice, in writing, to the Secretary and pay any outstanding monies due at the date of such notice.
2. Any Member resigning from the Club or ceasing to be a Member for whatever reason, shall have no right, title or interest in or to any property of the Club.

**13. Expulsion of Members**

1. Every Member of the Club undertakes to comply with the Rules and By-laws of the CBCC and any refusal or neglect to do so shall render such Member liable to expulsion.
2. The Board of Management shall have the power to censure or fine or suspend or expel any Member for any conduct which, in its opinion, is unbecoming to a Member. Such Member shall be entitled to 7 days’ notice of the complaint against him or her and be entitled to attend any hearing thereof by the Board.
3. Any Member expelled by the Board shall be entitled to appeal against the decision to a Special Meeting of the Club called for that purpose and convened by the Board of Management at his or her request.
4. Anyone who has a potential conflict of interest or possible bias – such as a Member who was involved in an incident leading to a complaint – shall be disqualified from passing judgement at an appeal hearing/meeting.
5. Any Member expelled in accordance with the Rules or otherwise ceasing to be a Member of the Club shall forfeit all rights to a claim upon the Club or its property or funds as a Member would have, by reason of membership.
6. At the expiration of any Club Year - in respect of which any person shall have paid their subscription – the Board of Management may decline to accept any further subscriptions from a person who, in the opinion of the Board, is undesirable with respect to the Club. The Secretary shall notify such a person of this decision and that person shall thereupon cease to be a Member of the CBCC. However, he or she shall have the same right of appeal and on the same conditions as stated in point 13 (c) above.

**Section 3: MANAGEMENT BY MEMBERS**

**14. Control**

1. The management of the Club shall be in the hands of the Members of the CBCC by way of the Annual General Meeting and Special Meetings as hereinafter provided.
2. Members vest the day-to-day control and management of the Club in a Board of Management elected by them at the AGM.
3. The Board of Management shall meet at least once in each month for the transaction of business of the Club.

**15. Alteration of the Constitution & By-laws**

(a) No alteration, repeal or addition shall be made to the Constitution except at the Annual General Meeting or a Special Meeting called for that purpose and then only upon the motion being carried by a 75% majority of the Members present at the meeting in person. A By-law may be repealed by a simple majority of the Members present at a Special Meeting called for that purpose.

(b) Notice of all motions to alter, repeal or add to the Constitution shall be given to Members – including Board of Management officers – 14 days prior to the AGM or 7 days prior to a Special Meeting called for such purpose

(c) Copies of proposed alterations, repeal or additions to the Constitution are to be

 delivered to the Secretary at least 28 days before such meeting and shall be inserted in the notice convening the “Annual General” or “Special” Meeting at which such proposed alteration, repeal or addition is to be put and notice thereof shall be posted on the noticeboard of the Club as per clause (b) above.

**16. Interpretation of Rules**

 In the event of any doubt or difficulty arising as to the meaning of any Rule or By-law or should any question arise as to its interpretation, the Board of Management shall have power to pronounce a decision thereon and its decision shall be final and binding on Members subject only to affirmation or reversal by a Special Meeting called for that purpose.

**17. Annual General Meeting**

1. An Annual General Meeting of Members shall be held at a date and a place to be fixed by the Board of Management but not later than 31 August in any year.
2. Members wishing to have an item included on the agenda for the AGM should forward such item through the Secretary at least 28 days prior to the AGM.
3. 14 days’ notice in writing shall be given to all Members of the time and place appointed for the Annual General Meeting and the nature of business to be transacted thereat. A copy of the notice shall be posted on the noticeboard inside the Clubhouse 14 days before the date of such meeting.
4. Members who have paid subscriptions prior to 30 April in any one year are entitled to vote on matters presented at the AGM.
5. The business to be transacted at the AGM shall be in the following order:

 [i] opening and reading of notice convening the meeting;

 [ii] recording apologies;

 [iii] reading and confirming Minutes of the previous Annual General Meeting and any Special Meetings;

 [iv] presenting an Annual Report;

 [v] considering and adopting the Annual Report;

 [vi] presenting a Balance Sheet and Statement of Accounts;

 [vii] considering and adopting the Balance Sheet and Statement of Accounts;

 [viii] electing office-bearers;

 [ix] nominating and electing an Auditor;

 [x] fixing of amounts of annual subscriptions;

 [xi] transacting any other business affecting the interest and welfare of the Club of which due notice has been given according to the Rules; and

 [xii] transacting any other general business such as recommendations to the incoming Board of Management.

Note: As soon as practicable after the AGM, Members competing in inter-club events and matchesare to elect a Match Committee, Women’s/Men’s Committees and BTS delegates and advise the Board accordingly.

**18. Special Meeting**

1. A Special Meeting shall be convened by the President or the Secretary upon receiving a request, in writing, to that effect from 5 Members of the Board of Management or from not less than 10 Members of the Club whose subscriptions are not in arrears.
2. The date of holding such a meeting shall be fixed by the Board of Management and shall be held not less than 14 and not more than 28 clear days from the time of receiving the request, providing, always, that such a request shall state clearly the object of the Special Meeting and no matters shall be dealt with except those stated in the written request.
3. On receipt of any request for the holding of a Special Meeting, the President or Secretary shall give 14 days’ notice in writing to all Members of the time and place appointed for such meeting.
4. The Board of Management shall determine the time and place for a Special Meeting and have posted on the Clubhouse noticeboard advice about such meeting 14 days in advance of the actual meeting. The advice of the Special Meeting shall set forth the nature of the meeting and the proposals that are to be submitted to Members.
5. Special meetings of the Board alone are referred to as “Extraordinary Meetings” and are outlined in point 22 (f) below.

**19 Meeting Procedure**

The procedure at all Annual General Meetings and Special Meetings of the Club shall be governed by the following guidelines:

1. Every Member about to speak must address the person chairing the meeting without interruption – unless on a point of order – and in a respectful manner.
2. No Member, other than the mover of a motion, shall speak more than once on the same question. The mover of a motion shall be entitled to a closing reply. Immediately after such reply, the question shall be put to the vote.
3. A Member seconding a motion shall also have the right to speak to that motion.
4. Should an amendment be carried, it shall be part of the substantive motion. Further amendments of which notice is given shall be allowed, one at a time, until such time as the motion is determined.
5. Should 2 or more Members rise to address the meeting at the same time, the person chairing the meeting shall decide who is to be heard first.
6. A motion that the debate be now concluded may be moved at any stage of the debate and shall be immediately put to the meeting without discussion. If lost, the debate shall continue as if such motion had not been moved. If carried, the question under debate shall be immediately put to the vote without further discussion.
7. In all cases not otherwise provided for, the ordinary rules, forms and usages observed in meetings of a similar kind shall be observed and the Members present may decide the procedure to be adopted in relation to any matter not otherwise provided for.
8. Dissent from a chairperson’s ruling shall be dealt with by allowing the dissenter to explain the reason for dissenting and the chairperson having the right to defend the ruling. After so doing, the dissent motion will be put. The vote of those present shall be final.

**20. Voting**

1. At an “Annual General” or “Special” meeting of Members, the election of office-bearers – where there are more nominations than vacancies – shall be by ballot which shall be conducted by 2 scrutineers appointed at such meeting. The method and voting shall be by crossing out the name of the Member or Members nominated that are not desired and leaving the correct number of Members to fill the vacant offices. If 2 or more candidates receive an equal number of votes, the President shall, in each case, decide the issue by random draw.
2. All questions for decision by Members at an AGM or Special Meeting shall be duly proposed and seconded and shall be determined by the voices or a show of hands unless a ballot is asked for by 10 Members present. The ballot may then be taken at the meeting. When a ballot is taken at the meeting, 2 scrutineers shall be appointed by those present to oversee the ballot. The result of each ballot shall be deemed to be a resolution of the Club adopted at such meeting.
3. The President shall be entitled to vote at such meetings and, in the event of a tied vote, he or she shall exercise a casting vote.
4. At any Annual General Meeting of Members, all membership types except “Juniors” shall be entitled to one vote each so long as they have paid their annual subscriptions within the current Club Year. This provision shall also apply to any Special Meeting of Members.
5. At any AGM or Special Meeting - unless a ballot is demanded by at least 10 Members present – a declaration by the President that a resolution has been carried by a majority shall be recorded in the Minutes of the Club and shall be conclusive evidence of the fact. There is no requirement of further proof by way of the number or proportion of the votes recorded in favour of or against such resolution.
6. All resolutions passed at the Annual General Meeting or at any Special Meeting of the Club shall be conclusive and binding on all Members whether they shall have been present or not at such meeting.
7. Postal and electronic votes for the election of office-bearers will be available on application to the Secretary 14 days prior to an AGM and must be returned no later than 24 hours prior to the AGM.

**21. Quorum**

1. At any “Annual General” or “Special” meeting of the Club, at least 15% of Members shall form a quorum.
2. Should a quorum not be present within 30 minutes of the specified start time, then such meeting, if convened upon the request of Members, shall be dissolved.
3. In any other case, it shall stand adjourned to such day as the Board shall determine (at the same time and place) and if at such adjourned meeting – other than an adjourned AGM – a quorum of Members is not present, it shall lapse.
4. In the case of an adjourned Annual General Meeting, the Members present at such adjourned meeting shall form a quorum.
5. Notice of any adjourned meeting shall be posted on the Clubhouse noticeboard no less than 7 days in advance of the actual meeting date.

**Section 4: MANAGEMENT BY OFFICE-BEARERS**

**22. Board of Management**

1. The Board of Management shall consist of the office-bearers of the Club as hereinafter specified and shall hold office until their successors are elected.
2. The office-bearers of the Club shall consist of a *President*, *Vice President*, *Secretary*, *Treasurer* and a *General Committee consisting of 4 Members*. 4 Ordinary Board Members shall be elected for a term of 2 years with 2 of this number retiring at each AGM. All other positions shall fall vacant at each Annual General Meeting.
3. Nominations for these positions shall be in writing, signed by each of the candidates, their proposers and seconders and shall be lodged with the Secretary not less than 14 days before the date fixed for the AGM.
4. All retiring office-bearers shall be eligible for re-election.
5. In the event of an insufficient number of Members not being nominated for the Board or other positions, the vacancies may be filled at the AGM then being held on a motion to do so which is carried by a majority of those present. If such a motion is not carried, the vacancies shall be filled by the Board of Management at the earliest opportunity.
6. The President and/or Secretary shall, when requested by 3 Members of the Board of Management, convene an Extraordinary Meeting of that body.
7. The Secretary shall give at least 7 days’ notice of Extraordinary Meetings to all members of the Board.
8. The President, Vice President or, in their absence, one other of the Board of Management shall preside at all meetings of the Board.
9. Prior notice of meetings of the Board shall be given by the Secretary at least 7 days in advance and specify the general nature of the business to be transacted.
10. 5 members of the Board shall constitute a quorum for the transaction of business at a Board of Management Meeting.
11. No business shall be transacted unless a quorum is present and if, within 30 minutes of the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned at the discretion of those present unless the meeting is an Extraordinary Meeting, in which case it shall lapse.
12. Questions arising at meetings of the Board of Management or of any Sub-committee appointed by the Board shall be determined on the voices or a show of hands or, if demanded by a Member, by a ballot taken in such manner as the person presiding at the meeting may determine.
13. Each Board Member present at a meeting of the Board of Management or financial Member present at any Sub-committee appointed by the Board – including the person presiding at the meeting – is entitled to one vote. In the event of a tied vote on any question, the person presiding may exercise a second or casting vote.
14. There shall be no restriction on any Member of the Board of Management holding dual office.
15. The Board may, from time to time, delegate any of its powers to such Sub-committee or Sub-committees consisting of Members of the Club as it shall think fit to appoint and may recall or revoke any such delegation or appointment. Any such Sub-committee shall, in the exercise of the powers so delegated, conform to any regulation that may be prescribed by the Board and shall be subject and subordinate to the Board of Management, provided always that the Board shall have no power to delegate its control of the supply of liquor to the Club.
16. The Chairperson (or nominated representative) of any Sub-committee will be expected to liaise on a regular basis with the Board. This may be by way of written report or attendance at meetings of the Board of Management.
17. 3 appointed members of a Sub-committee shall constitute a quorum at a meeting of the Sub-committee.
18. The Secretary or Convenor of the Sub-committee shall notify each member of the group no less than 7 days in advance of a Sub-committee meeting and the time, place and nature of such meeting.
19. The operational procedures of Sub-committee meetings shall be consistent with those for Board of Management meetings.
20. For the purpose of these Rules, the position of an office-bearer or employee of the Club becomes vacant if the officer or employee:

 [i] dies;

 [ii] becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with the creditors or makes any assignment of their estate for their benefit;

 [iii] becomes of unsound mind;

 [iv] resigns from the office or position by writing to the Board of Management;

 [v] ceases to reside in Tasmania;

 [vi] fails, without leave granted by the Board, to attend 3 consecutive meetings of the Board of Management;

 [vii] ceases to be a Member of the Club; or

 [viii] fails to pay all arrears of subscription due by them within 14 days of receiving notice signed by the Secretary stating that they have ceased to be a financial Member of the Club.

1. Should a vacancy occur on the Board of Management during the Club Year, the Board shall appoint a successor until the next Annual General Meeting.

**23. Public Officer**

Section 14 of *The Act*, requires an association to appoint a *Public Officer*. A PublicOfficeris the servant of the Board of Management. He or she is appointed by the Board and may be dismissed and replaced by the Board. The principal roles of a Public Officer are to be the official of the Club on whom notice is required to be served in the legal sense and to notify the Business Affairs Branch of Consumer Affairs and Fair Trading of amendments to rules and the passing of special resolutions.

**24. Resignation**

No office-bearer or employee of the Club shall be held to have resigned their office or position until their written resignation shall have been accepted by the Board of Management.

**25. Vacancies**

The Board shall have power, should a vacancy occur in its number, to fill such vacancy for the unexpired term from the Members of the Club deemed qualified to accept office.

**26. Powers & Functions**

The Board of Management shall have power to:

1. elect Sub-committees, fill vacancies, make appointments, set fees (separate from annual subscriptions), make By-laws conforming with the Rules of the Club and do all such things that it deems advisable for carrying out and managing the business and affairs of the Club;
2. fix subscriptions for Members on the authority of the Annual General Meeting or of a Special Meeting of the Club;
3. deal with resignations of Members and employees;
4. interpret the Rules and By-laws of the Club noting that the interpretations of the Board are final and binding on all Members;
5. carry out all resolutions passed at an “Annual General” or “Special” meeting of the Club;
6. encourage appropriate behaviour and enforce discipline by way of fines or by suspension or expulsion for any misconduct or wilful infringement of the Rules and By-laws of the Club;
7. deal with other matters which may arise or which are not specifically provided for in the Rules of the Club;
8. cause correct accounts and books to be kept showing the financial affairs of the Club and the particulars usually shown in books of accounts of a like nature;
9. authorise all expenditure passed at an AGM or Special Meeting and direct the method of dealing with monies received for or on behalf of the Club;
10. prescribe the powers and functions of Sub-committees and employees; and
11. co-opt as members of a Sub-committee such persons as it sees fit whether or not those persons are Members of the Club noting that a non-Member is not entitled to vote.

**27. Duties of Officers**

1. ***President*** The duties of the President shall be to:

 [i]preside at all meetings, if possible;

 [ii] regulate and keep order in all proceedings; and

 [iii] carry into effect the Rules and By-laws of the Club.

1. ***Secretary*** The duties of the Secretary shall be to:

 [i] act as the Executive Officer of the Board of Management;

 [ii] attend all meetings of the Board and Special Meetings, if possible;

 [iii] record the Minutes of all meetings in a book or file to be kept for that purpose and place a copy of the most recent Minutes in a conspicuous place in the Clubhouse;

 [iv] conduct all correspondence in connection with the general business of the Club;

 [v] prepare for submission to the AGM the report of the Board on the activities of the Club during the year;

 [vi] keep a register of Members at the Clubhouse setting forth the name and contact details of each Member of the Club and the date of their latest subscription payment; and

 [vii] carry out those duties not necessarily identified herein but usually associated with the office of Secretary for a club such as the CBCC

1. ***Treasurer*** The duties of the Treasurer shall be to:

 [i] receive all monies belonging to the funds of the Club and within a reasonable period of time provide receipts for the same and arrange deposits with the Club’s bankers;

 [ii] pay all accounts;

 [iii] keep correct accounts of all monies received and expended;

 [iv] table a statement showing the financial position of the Club at each Board of Management meeting;

 [v] prepare and submit financial statements to each Annual General Meeting;

 [vi] produce a statement of the cash transactions and financial position of the Club, including the bank balance, at each Board meeting; and

 [vii] prepare and present to the nominated Auditor such statements of income, expenditure, assets and liabilities as he/she requires to prepare an annual audit in time for each AGM.

1. ***Vice President*** The duties of the Vice President shall be to fulfill the roles expected of the President in his or her absence.

**28. Indemnity of Officers**

If an office-bearer of the Club has, in the performance of their duties, paid or is liable to pay money for any act, default or omission of any other person, such money shall be paid to them by the Club or paid directly to the debtor.

**Section 5: FINANCES & PROPERTIES**

**29. Banking Account**

1. The banking account of the Club shall be kept with such bank as shall, from time to time, be appointed by the Board of Management.
2. All monies will be banked therein.
3. All accounts due by the Club - above an amount regularly set and reviewed by the Board of Management - shall be paid after having been passed for payment at a Board meeting. When immediate payment is necessary, the account/s shall be paid and the action endorsed at the next Board of Management meeting. At the discretion of the Board, this point will not necessarily apply to purchases of bar stock. A record of such purchases is to be submitted to monthly Board meetings in a form and manner as directed by the Board of Management.
4. All cheques drawn on the account shall be signed by 2 of the following officers: the President, Vice President, Treasurer or Secretary or nominee by the Board of Management provided that should any of these be absent through illness or other cause, then such person acting in the place of any one of the office-bearers mentioned shall be empowered to sign cheques on the Club’s bank account in like manner.
5. All drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed as prescribed in Rule 28 (c) herein.

**30. Expenditure**

No expenditure exceeding $100 – or such sum as may be set by the Board in the future - shall be entered into without the consent of the Board of Management and all accounts against the Club shall be passed by the Board before payment is made or in exceptional circumstances by the President..

**31. Trustees**

All real and personal property shall be vested in the Club as prescribed by Sections 11, 12 and 13 of the Associations Incorporation Act (1964).

**32. Control over Property**

1. The negotiation of a loan, the issuing of debentures, the giving of any security over any property of the Club, the selling or purchasing or leasing of any land or buildings that are or will become the property of the Club for any term exceeding 3 years and all other measures in any way extending the liabilities of the Club beyond the assets and estimated revenue of the Club shall require the previous sanction of an Annual General or Special Meeting of the Club.
2. The property of the Club shall be subject to the control and disposition of the Board of Management which is empowered to negotiate loans, issue debentures and sell or purchase any realty, and lease any land or buildings of the Club, for any term exceeding 3 years subject to such sanction as aforesaid.
3. The orders in writing of a quorum of those assembled at an AGM or Special Meeting and signed by the chairperson of the day – and attested by the Secretary – shall vindicate anything done or purported to be done by them in pursuance of such direction.

**33. Subscriptions**

1. Annual subscriptions are set to help meet the operational costs of the Club.
2. Such subscription shall be due and payable from 1 May and be current until 30 April of the next year. Those renewing membership have until 31 July to pay subscriptions.
3. Subscriptions for those who join the Club after April 30 in any year may have a partial subscription for the remaining portion of the Club Year set by the Board of Management but this shall be entirely at the discretion of the Board.
4. All Members shall be invoiced for their subscriptions by the Treasurer.
5. The Board is empowered to prevent any Member whose subscription is in arrears from exercising the whole or any privileges of the Club.
6. If any Member fails to pay their subscription within 3 months of the commencement of the Club Year, their membership shall cease forthwith.
7. No Member shall be eligible to represent the Club in any bowls competition or make use of the Club’s facilities until all subscriptions and monies due for the ensuing year have been paid unless special dispensation has been granted by the Board.
8. A Member who has been suspended for disciplinary reasons by the Board of Management shall still be liable for subscription fees inclusive of the period of suspension.

**34. Borrowing Powers**

1. If at any time the Club, at an Annual General Meeting or Special Meeting shall pass a resolution authorising the Board to borrow money, the Board shall, thereupon, be empowered on behalf of the Club to borrow such amount of money – either at one time or from time to time – and at such rate of interest and in such form and manner and upon such security as shall be specified in such resolution.
2. Thereupon, a Board of Management Member shall, at the direction of the Board, make all dispositions of the Club property, or any part thereof, and enter into such agreements in relation thereto as the Board may deem proper for giving security for such loans and interest.
3. All Members of the Club shall be bound by the decision of the relevant meeting.

**35. Books**

1. Proper books, documents and securities of accounts shall be kept by the Treasurer and these shall be open to the inspection of the Board of Management any time.
2. The accounts, books and records referred to shall be kept at the Club’s office or at such other place as the Board may decide.

**36. Audit**

1. An Auditor shall be appointed at each Annual General Meeting. Such Auditor shall not be an office-bearer of the Club and must be a registered Company Auditor pursuant to the Companies (Tasmania) Code.
2. Nominations for such office shall be taken at the AGM in each year.
3. The Auditor shall have power at all times to examine the books, computing systems and documents of the Club and shall also, as soon as practical prior to the close of the Club Year, audit a Statement of Receipts & Expenditure and Balance Sheet setting forth the financial business of the Club since the end of the preceding Club Year. These statements shall be prepared by the Treasurer.
4. Any report of the Auditor shall be submitted to the Annual General Meeting.
5. The Auditor may only be removed from office by special resolution.
6. In terms of procedures, the following apply:

 [i] The accounts of the Club shall be examined by the Auditor at least once in each Club Year.

 [ii] The Auditor shall certify as to the correctness of the accounts of the Club and shall report thereon to the Members present at the AGM.

 [iii] In the report and in certifying the accounts, the Auditor shall state:

* + whether he/she has obtained the information required for audit purposes;
	+ whether, in his/her opinion, the accounts are properly drawn up so as to exhibit a true and correct view of the financial position of the Club according to the information at his/her disposal and the explanations given to him/her and as shown by the books of the Club; and
	+ whether the rules relating to the administration of the funds of the Club have been observed.

 [iv] The Treasurer of the Club shall cause to be delivered to the Auditor a list of all the accounts, books and records of the Club.

 [v] The Auditor:

- has a right of access to the accounts, books, records, vouchers and documents of the Club;

 – may require from the Members and/or employees of the Club, including Board Members, such information and explanations as may be necessary for the performance of his/her duties as Auditor; and

– may employ persons to assist him/her in investigating the accounts of the Club.

**Section 6: GENERAL MATTERS**

**37. Patron**

A person or persons, who need not necessarily be a Club Member, shall, prior to the AGM, be selected by the Board of Management as the Patron/s of the CBCC for the ensuing 12 months. The Patron/s shall be expected to enhance the standing of the Club, provide a positive example to Members and undertake any duties deemed appropriate by the Board such as officiating at special events.

**38.Honorary Solicitor**

There may be an Honorary Solicitor to the Club who can be appointed by the Board of Management upon such terms and for such period as the Board shall direct.

**39. Colours of the Club**

The colours of the Club shall be as the Board of Management, from time to time, may determine subject to approval by BTS or any other body governing the activities of the Club.

**40. Supply of Liquor**

 (a) The CBCC supports the responsible serving and consumption of alcohol.

(b) No person under the age of 18 years shall be supplied with liquor by the Club on its premises.

(c) No liquor shall be sold or supplied for consumption elsewhere than on the Club premises unless such liquor is removed from the premises of the Club by the Member purchasing the same.

(d) There is deemed to be included in this Constitution and Rules of the Club the provisions set out in club guidelines and licences that are, from time to time, published by the Licensing Board in accordance with Section 17 of the Liquor & Accommodation Act (1990).

(e) A visitor shall not be supplied with liquor in the Club premises unless in the company of a Member.

(f) No person under 18 years-of-age shall be allowed to serve in any bar on Club premises.

1. No payment or part payment to any office-bearer or employee of the Club shall be made by way of commission upon, or allowance from, the receipts of the Club from the sale of liquor.
2. The Board of Management shall have the power to fix or to vary the hours of bar trading by resolution. Any such resolution shall form part of the Rules and By-laws of the Club.

**41. Behaviour**

1. On Club premises, no objectionable behaviour, unacceptable language or unapproved gambling shall be allowed.
2. Any infringement of this Rule may be brought to the notice of the Board of Management which shall, for each offence, have power to levy a fine – at a level determined by the Board - on the Member so offending.
3. No Member who is fined for such behaviour shall be permitted to enjoy the privileges of membership until such fine has been paid in full.
4. In instances where behaviour infringements are of a more serious nature, the powers and functions of the Board of Management as set out in Section 3, Point 25 (f) may be applied.

**42. Damage to Property**

No Member shall remove from the Clubhouse and/ or grounds or deface or injure any article that is the property of the Club. Members removing, breaking or otherwise damaging any such article shall pay for the same at a price fixed by the Board of Management.

**43. Visitors**

1. Every Member shall be allowed to introduce visitors to the Club subject to such regulations as the Board shall, from time to time, determine.
2. No person shall be introduced as a visitor who has been expelled from membership of a bowling or community-based club or whose conduct or presence on the Club’s premises shall be considered objectionable or prejudicial to the interests of the Club.
3. A Member shall be entitled to introduce an approved visitor for a period not exceeding one month and shall notify the Secretary thereof.
4. As with all Club Members, visitors must comply with relevant and current licensing regulations

**44. Green or Playing Area Director**

1. The Board of Management shall have power to appoint a Green or Playing Area Director.
2. On behalf of the Board, the Green/Playing Director shall have full control and supervision of the playing area and power to prevent play at any time when it is considered the area may be damaged thereby. Notice of closure posted by the Green/Playing Director on the Clubhouse noticeboard and/or elsewhere at the Club shall be sufficient notice.
3. No Member shall be allowed to play on the playing area unless wearing smooth, rubber-soled and heel-less shoes unless “bare feet” if appropriate.
4. In the absence of the Green/Playing Director or a Board Member, any 2 bowling Members – on the advice of the Green/Playing Director (if possible) shall have power to prevent play at any time.
5. In all other respects, the supervision and control of playing areas and grounds shall be in the hands of the Board of Management whose ruling shall be final.

**45. Bar Manager/Licensee & Other Employees**

1. The Board of Management shall appoint a Bar Manager and/or Licensee for the Club after each Annual General Meeting.
2. Such person or persons may attend Board meetings as part of his/her official duties but shall not be remunerated for such attendance nor have voting powers at such meetings.
3. The Bar Manager/Licensee shall be responsible to the Board for the effective functioning of the Club’s bar and any gaming facilities and record venue bookings in the dedicated documents for this purpose.
4. The duties and responsibilities of other employees are to be defined by the Board of Management as and when necessary.

**46. Duties of BTS Delegates**

1. The delegates to BTS or other bodies controlling the game of bowls shall, whenever possible, be elected at a meeting of inter-club bowlersas soon as possible after the Annual General Meeting.
2. Any delegates absenting themselves from 2 consecutive meetings of BTS or other controlling body without good and valid reason – as determined by the Board – shall be held to have vacated their office.
3. The Board of Management shall have power to fill any vacancy.

**47. Club Matches & Events Committee**

1. A Club Matches & Events Committee consisting of no less than 2 Members shall be appointed by the Board of Management as soon as possible after each AGM and shall select players for all matches other than Pennant Matches.
2. The Club Matches & Events Committee shall also arrange handicaps, prepare the draw for Club competitions, control and carry out tournaments and attend to all matters in connection with non-Pennant matches.
3. The Club Matches & Events Committee shall appoint a chairperson to be known as the “Match Manager”.

**48. Women’s Pennant Committee, Men’s Pennant Committee & Open Gender Committee**

1. 3 female Members appointed by a meeting of female inter-club bowlers shall constitute the Women’s Pennant Committee to conduct the affairs of the Club related to its BTS affiliation.
2. The Women’s Pennant Committee shall elect its own Chairperson who will, as required, act as the Women’s President in the event that the Club President is not a woman.
3. In the case of any Men’s Pennant Committee, a similar role and process shall apply as for the Women’s Pennant Committee based on a meeting of male inter-club bowlers.
4. In the case of the Open Gender Pennant Committee, a similar role and process shall apply as for the Women’s Pennant Committee based on a meeting of all open gender inter-club bowlers.

**49. Suggestions, Complaints & Disputes**

1. All suggestions and complaints should be made in writing to the Secretary who shall bring the same before the Board of Management at the next meeting.
2. Should any dispute or disagreement arise between Members on the Club premises, the same may be referred in writing to the Board by either party. The Board shall have power to deal with the same and if an amicable resolution of the dispute or disagreement cannot be garnered, the Board may impose a fine or, in the worst instances, may consider a period of suspension or, ultimately, expulsion. See Section 2, Point 13 herein regarding “Expulsion of Members”.

**50. Non-compliance with Rules**

Non-compliance with any Club Rules shall not render any proceedings invalid unless the Members at a Special Meeting so direct.

**51. Application of Profit**

The CBCC is an incorporated association. The profits and other income of the Club shall be applied to the promotion of the Purposes for which Members of the Club are associated together and no payment of any dividends or distribution of profits or income to, or amongst, the Members of the Club shall be made. However, nothing herein contained shall prevent the payment by way of honorarium or refund of expenses or gift to any office-bearer or employee of the Club for services rendered to the CBCC.

**52. By-laws**

1. The Board of Management shall have power, from time to time, to make By-laws and regulations that are consistent with these Rules for the effective and efficient working of the Club and to alter, amend or rescind the same as occasion may require.
2. All By-laws shall be entered by the Secretary in a document to be kept for that purpose and be available for inspection by Members.

**53. Clubhouse Open**

The Clubhouse shall be open to Members and visitors for such time, and on such conditions, as may be decided by the Board of Management.

**54. Laws of the Game of Bowls**

1. The laws of the game of bowls as adopted by BTS shall apply to all games played under the control of the Club except when specifically stated otherwise.
2. Failure to observe any such laws will render the offending player liable to disqualification from the match or competition.

**55. Winding-up**

In the event of the Club being wound-up:

1. Every Member of the Club and every person who, within the period of 12 months immediately preceding the commencement of the winding-up was a Member of the Club, is liable to contribute to the assets of the Club such sum as may be required for payment of the debts and liabilities of the CBCC and for the costs, charges and expenses of the winding-up and for the adjustment of the rights of the contributories among themselves.
2. Such sum is not to exceed one year’s then current subscription.
3. A former Member is not liable so to contribute in respect of any debt or liability of the Club contracted after he ceased to be a Member.
4. In the event of the CBCC being dissolved, the amount which remains after such dissolution - and the satisfaction of all debts and liabilities – shall be repaid and applied by the Board of Management, in accordance with its powers, to an incorporated organisation which is exempt from income tax under Section 23 of the Income Assessment Act and has objectives similar to those of the Club. Alternatively, such amount may be distributed for charitable or benevolent purposes. Whether for an incorporated organisation or charitable purposes, Members of the Cremorne Bowls and Community Club shall determine distribution by way of resolution.

**56. Common Seal**

1. The seal of the Club shall be in the form of a rubber stamp inscribed with the name of the CBCC encircling the word “seal”.
2. The seal of the Club shall not be affixed to any instrument except by the authority of the Board of Management and the affixing thereof shall be attested by the signatures of 2 Board Members.
3. The seal shall remain in the custody of the Treasurer.

**57. Copies of the Constitution**

A copy of the Cremorne Bowls and Community Club Constitution shall be provided to all financial Members when requested. A copy shall also be kept in a conspicuous part of the Club’s premises at all times.