

**HENSMAN PARK TENNIS CLUB (INC.)**

**CONSTITUTION**

**AMENDED - SPECIAL GENERAL MEETING  
26<sup>TH</sup> AUGUST 2000**

**AMENDED - ANNUAL GENERAL MEETING  
22<sup>ND</sup> MAY 2001**

**AMENDED – ANNUAL GENERAL MEETING  
14<sup>TH</sup> MAY 2002**

**AMENDED – ANNUAL GENERAL MEETING  
27<sup>TH</sup> MAY 2008**

**AMENDED – ANNUAL GENERAL MEETING  
25<sup>TH</sup> MAY 2019**

**AMENDED – ANNUAL GENERAL MEETING  
25<sup>TH</sup> JULY 2020**

## CONSTITUTION

### 1. DEFINITIONS

**The Act:** means the Western Australia Associations Incorporation Act 2015;

**Board:** means the Board of Management of the Club;

**By-Laws:** means those additional requirements for the proper advancement, management or administration of the affairs of the Club which are consistent with this Constitution and which are made, amended or revoked by the Board of Management of the Club from time to time;

**Club:** means the incorporated association, Hensman Park Tennis Club Inc., to which this Constitution applies;

### 2. NAME CLUB COLOURS & LOGO

The name of the Club is **HENSMAN PARK TENNIS CLUB (INC.)**

As at the date of this Constitution the colours of the Club shall be royal blue and gold.

After consultation with Members, the Board may change both the Club's colours and Club's logo. Club colours and logo shall be documented in the By-Laws.

### 3. OBJECTS

3.1 The objects of the Club are to conduct a tennis club and to provide tennis courts and a clubhouse with associated facilities for the use of members and such other persons as may be permitted by this Constitution, and to promote the game of tennis.

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

### 4. POWERS

The Club shall have all the powers set out in Section 14 of the Act as from time to time amended or re-enacted and includes any regulations made under the Act.

### 5. MEMBERSHIP

The membership of the Club shall be divided into categories and shall comprise such numbers as the Board may from time to time determine. Descriptions of membership categories are set out in the By-Laws.

The Board may amend membership categories and descriptions and any such amendments shall be documented in the By-Laws.

### 6. APPLICATIONS FOR MEMBERSHIP

6.1 Every person applying to become a member of the Club, other than Life Members, must complete and submit a membership application in a form or manner decided upon by the Board of Management. The person's application must be approved by a two-thirds majority of the members of the Board of Management present.

#### 6.2 Life Members

(a) Any voting member may propose in writing to the Board of Management that a member they nominate in the proposal be considered for Life Membership. The Board, if it is satisfied that the nominated member has rendered outstanding service to the Club and is held in very high regard, may recommend to the members that the member be elected as a Life Member at the next General Meeting of the Club. Notice of that intention to be given to members prior to the meeting. The member shall become a Life Member if 75% of those present at the General Meeting are in favour of the proposal.

(b) A Life Member has the same rights as a Playing Member but is not required to pay the annual subscription.

- (c) Not more than one Life Member may be elected in any one financial year and the total number of playing Life Members shall not exceed six.

7. RESIGNATION OF MEMBERS

Any member wishing to resign their membership shall give notice of their desire in writing to the Club.

8. SUSPENSION or EXPULSION FROM THE CLUB

- 8.1 The Board of Management may decide to suspend a member's membership or to expel a member from the Club if, in the opinion of the Board of Management:
- (a) the member has breached the Club's Code of Conduct;
  - (b) the member's conduct is detrimental to the interests of the Club;
  - (c) the member has acted in a manner unbecoming of a member or contrary to the objects of the Club;
  - (d) the member has brought the Club, another member, or the sport of tennis into disrepute;
  - (e) the member has breached the Constitution or By-Laws of the Club; or
  - (f) suspension or expulsion is appropriate in all of the circumstances.

Any such suspension or expulsion shall be made by written notice given to the Member.

- 8.2 Any member who has been suspended from the Club for a period exceeding three calendar months or who has been expelled from the Club, may within 14 days after the Board gives the member notice of the suspension or expulsion or within such longer period as the Board may in its discretion decide, request that the matter be referred to a General Meeting. On receiving such a request, the Board shall convene a General Meeting as soon as practicable. Pending such General Meeting, the member concerned shall be excluded from the Clubhouse and Courts.
- 8.3 At such General Meeting the member concerned may offer an explanation verbally or in writing. If thereafter two-thirds of the Voting Members present at the meeting vote to confirm the Board's suspension or expulsion, such member shall thereupon comply with the Board's suspension or shall be expelled, as the case requires.
- 8.4 A member who has been suspended from the Club shall be excluded from the Clubhouse and Courts during the period of suspension.
- 8.5 A member who has been expelled shall subject to Clauses 8.2 and 8.3 immediately cease to be a member of the Club.
- 8.6 At the discretion of the Board, any member whose name is struck off the Register of Members under this clause shall forfeit all entrance fees and subscriptions paid and all right in and claim upon the Club and its property.

9. SUBSCRIPTIONS & FEES

- 9.1 Subscriptions and other fees for the ensuing year shall be as determined by the Board holding office in June of each year.
- 9.2 All annual subscriptions are payable in advance and are due on 1<sup>st</sup> September in each year.
- 9.3 Any person whose subscription is unpaid on the 30th day of November in any year or by whom a call remains unpaid for more than three months after the same shall have become due shall cease to exercise the privileges of membership. Their name may be deleted from the Register of Members of the Club but may be replaced by the Board upon payment of all arrears. Before removing the member from the Membership Register the Club shall attempt to contact the member.
- 9.4 Where it shall be brought to the notice of the Board that the enforcement of this provision will cause undue hardship to a person desiring to remain a member of the Club, the Board may, in its discretion, extend the time for payment of the subscription due or remit the whole or any part of such subscription. The Board of Management may also discharge, remit or waive any fees of any member for services rendered or to be rendered to the Club or for services generally to and in connection with the game of tennis. No particular case is to be taken as a precedent in accordance with which the Board is obliged to act in any other case.

- 9.5 Subscriptions and relevant Tennis League fees of members wishing to play in the inter-club Tennis League Competition must be paid by the commencement date of the Competition. Those members whose subscriptions and Tennis League fees have not been paid within 2 weeks of the commencement date of the Competition, and who have not been specifically exempted by the Board, shall not be considered for selection in any further matches, until all owed monies are paid.

## 10. MEMBERSHIP REGISTER

10.1 The Club shall keep and maintain a Register of Members containing at a minimum, the name, address (residential, postal or email), class of membership held by each member and date they became a member. The age of junior members shall also be recorded.

10.2 All notices required by this Constitution to be sent or given to members shall be deemed to have been duly sent or given if sent by electronic media or posted by ordinary post to the address appearing in such Register and shall be deemed to have been duly delivered on the day following the date of posting.

## 11. BOARD OF MANAGEMENT

11.1 The Board shall be elected at the Annual General Meeting and hold office for one year. The Board shall be responsible for the general conduct and management of the Club affairs and shall comprise the following:

President  
Club Administrator  
Finance Chairperson  
Men's Captain  
Ladies Captain  
Club Play Chairperson  
Social Chairperson  
Grounds & Hall Chairperson  
Junior Development Chairperson  
Sponsorship & Promotions Chairperson.

The nomenclature of the above portfolios may be changed from time to time as deemed necessary by the Board.

A Vice President shall be elected from the members of the Board at their first meeting following the Annual General Meeting.

### 11.2 Duties of Members of the Board

Each member of the Board shall:

- Carry out their duties in accordance with the Club's Constitution and By-Laws subject to the direction of the Board;
- Form and co-ordinate such sub-committee or sub-committees as they deem necessary to fulfil their duties;
- Report in writing at each meeting of the Board on matters pertaining to their area of responsibility.

### 11.3 Responsibilities of Members of the Board

#### **President:**

- shall be the official head of the Club.
- shall be entitled to preside at all meetings and functions of the club.
- where immediate action is required in any matter affecting the interests of the Club and it is impracticable to refer the matter to the Board, the President shall seek the advice of as many members of the Board as may be practicable and shall act in such manner as the majority of such members approve.

#### **Club Administrator:**

- the preparation of minutes of Board and all General meetings of the Club, all communications to members, general correspondence and other administrative tasks as determined by the President and or the Board. The Club Administrator may apply to the Board for the appointment of assistants from outside the club membership, who may be paid such amount, if any, as is determined by the Board.

- make recommendations to the Board re prospective new members, oversee the maintenance of the membership register, maintain optimum levels of membership at the club and shall arrange for the reception and introduction of new members and shall have regard for their welfare.

**Finance Chairperson:**

- report to the Board of Management at regular meetings on all outstanding accounts, produce same and tender recommendations as to payments thereof.
- ensure the receipt and acknowledgement of all moneys received by the club.
- keep correct accounts and books showing the financial affairs and particulars of the Club, usually shown in books of account of a like nature and shall prepare the annual financial statements.

**Mens Captain and Ladies Captain:**

- shall be the Club's official representatives in all matters in relation to tennis and shall facilitate play on the courts.
- the selection and supervision of Tennis League and other teams to play in any match in which the Club is a competitor.
- the organisation and conduct of tournaments.
- Club rankings
- such other duties as are assigned by the Board.

**Club Play Chairperson:**

- arranging social play on the Club courts.

**Social Chairperson:**

- organisation and conduct of entertainment, social functions, kitchen activities and bar and refreshment facilities.

**Grounds & Hall Chairperson:**

- care, management, cleaning and maintenance of the courts, gardens and green-keeping equipment, together with Club buildings, furniture and fittings and hall hire.

**Junior Development Chairperson:**

- management and development of Junior members of the Club. Liaise with Club Coach on means of introducing tennis to more juniors within the District.

**Sponsorship & Promotions Chairperson:**

- publication of the Club newsletter, publicity and promotion of the Club together with fund-raising activities and sponsorships.

12. POWERS OF THE BOARD OF MANAGEMENT

The Board shall be responsible for the general conduct and management of Club affairs. Without limiting the generality of that power and authority, the Board shall have the following powers and authorities, in addition to the other powers and authorities, conferred on the Board by this Constitution:

- 12.1 The control of the finances of the Club, the power to engage control and dismiss Club employees, Club coach and contractors and all such administrative powers as may be necessary to carry out the affairs of the Club in accordance with this Constitution.
- 12.2 To affiliate with and appoint Delegates to Tennis West or other bodies or in any other special capacity thought necessary or expedient and terminate any such appointment at any time.
- 12.3 With the prior authority of a resolution passed at a General Meeting to borrow or raise money and to give security for money borrowed or raised by the issue of or upon bonds, debentures, or other obligations or securities of the Club or by mortgage or charge upon all or part of the property of the Club.
- 12.4 With the prior authority of a resolution passed at a General Meeting to make calls upon the members of the Club not exceeding in any one year an amount equal to one half of the annual subscription payable by such members.

- 12.5 To invest money, not otherwise required for the time being for the purposes of the Club, with an Authorised Deposit-taking Institution (ADI) as authorised by the Australian Prudential Regulation Authority (APRA) under the Banking Act 1959 (Cth) as amended.
- 12.6 To make, alter or delete such By-Laws as may be necessary for the management of its own proceedings or the affairs or management of the Club, but no By-Law shall be made which is inconsistent with this Constitution. A copy of the By-Laws, together with the Club Constitution shall be available to members upon request.
- 12.7 To arrange all tournaments, competitions and matches and to fix the dates thereof, and to alter such dates as occasion may require and to settle all disputes in connection with any tournament, competition or match.
- 12.8 To appoint sub-committees from amongst the members of the Board and such other members as the Board may decide and to delegate any of its own powers to such sub-committees. The President shall be an ex-officio member of all sub-committees. All sub-committees shall report to and be responsible to the Board.
- 12.9 To fill any vacancy occurring in the Board, the member so appointed holding office until the next Annual General Meeting provided the proposed member is approved by a majority of the Board. Such vacancy have occurred as a result of the resignation of the Board member or because the position was not filled by election at the most recent Annual General Meeting
- 12.10 With the prior authority of a resolution passed at a General Meeting to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or to make improvements to any of the club's real or personal property, except that expenditure on any of the above involving less than AUD\$25,000 (twenty five thousand dollars) shall not require such resolution.
- 12.11 to appoint such persons as necessary to ensure compliance with the relevant liquor laws in order to maintain the Club's liquor license.
- 12.12 To approve the payment to a Board member out of the funds of the Club for any out of pocket expenses properly incurred in connection with the Club's affairs.
- 12.13 To notify a member that some or all their membership rights have changed, either temporarily or permanently

### 13. BOARD OF MANAGEMENT MEETINGS

- 13.1 The Board shall meet as often as required provided that not more than two calendar months shall elapse between meetings. At least three days' notice of such meetings shall be given.
- 13.2 At all meetings of the Board, five (5) shall form a quorum.
- 13.3 If any member of the Board shall be absent for three or more consecutive ordinary meetings of the Board without apology and without leave of the Board, such member shall be deemed to cease to hold office.
- 13.4 Each member of the Board of Management, with the exception of the President, shall have the right to nominate a proxy, subject to the approval of the Board, to act in their place during illness or temporary absence.
- 13.5 The Club's employees may attend Board meetings in an ex-officio capacity, if requested to do so by the Board. Club employees shall have no voting rights.

### 14. DISCLOSURE OF PECUNIARY INTERESTS

- 14.1 A member of the Board who has any direct or indirect pecuniary interest in a contract or a proposed contract made by, or in the contemplation of the Board shall, as soon as he becomes aware of their interest, disclose the nature and extent of their interest to the Board.
- 14.2 The Club shall cause every disclosure made to the Board under this clause to be recorded in the minutes of the meeting at which it is made.

14.3 A member of the Board who has any direct or indirect pecuniary interest in a contract or proposed contract made by or in the contemplation of the Board, shall not take part in any deliberations or decision of the Board and shall not vote with respect to that contract.

15. INDEMNITY

Every present or former Officer of the Club or member of the Board shall, in the bona fide exercise of their powers and duties hereunder, be indemnified out of the funds of the Club against all costs, charges, damages or expenses incurred by that person by reason of any contract or obligation entered into or of any act done or default made by that person in any way in or arising from the performance by that person of that person's duties as such Officer or member of the Board.

16. AUDITOR

At the Annual General Meeting an Honorary Auditor shall be elected whose duties shall be to inspect the membership records and to audit the annual financial statements. The Honorary Auditor shall have access to all books and financial records of the Club. The Honorary Auditor shall when requested by the Board and at any time, investigate and report to the Board upon the financial position of the Club or any aspect thereof.

17. PATRON

At the Annual General Meeting of the Club a Patron or Patrons shall be appointed for the ensuing year.

18. GENERAL MEETINGS

18.1 The Annual General Meeting shall be held at the Clubhouse or at such other place as the Board may determine within three (3) months after the 31st day of March in each year. The business at such meeting shall be:-

- (a) election of the Board;
- (b) election of the Honorary Auditor for the ensuing year;
- (c) adoption of the annual financial statements; and
- (d) any other business which the Board may bring forward or of which notice shall have been given to the Club Administrator at least fourteen (14) days before the date of such meeting.

18.2 The Board may at any time and shall on receiving a requisition signed by any ten members or such number who represent a minimum of five (5) percent of the total membership, whichever is the lesser, stating the business for which it is required to convene a general meeting for any specific purpose. Such meeting shall be called not later than one month from the receipt by the Club Administrator of such requisition.

18.3 Fourteen (14) days' notice of the time and place of any General Meeting and of the proposed business shall be given to all Members. Notices can be given by electronic means including email and posting on the club's web page.

18.4 At all General Meetings of the Club sixteen (16) shall form a quorum.

18.5 Votes by proxy shall not be accepted at any Annual or other General meeting of the Club.

19. COMPLAINTS

All complaints shall be made in writing to the Club Administrator who, if unable to satisfy any complaint, shall submit it to the Board.

20. ALTERATION TO CONSTITUTION

20.1 This Constitution may be altered, rescinded or added to by a Special Resolution passed at a General Meeting but not otherwise. A Special Resolution must be passed by a majority of 75% of members voting.

20.2 The wording of any proposed alteration, rescission or addition shall be stated in the notice calling the General Meeting or otherwise circulated with the notice.

20.3 No change to the Constitution shall take effect unless the requirements of Part 3 Division 2 of the Act have been complied with.

21. GUESTS

21.1 Playing

Any playing member may invite a guest to use the Club's playing facilities, with a maximum of three guests at any one time and shall record their names in the Guest Book provided. Any guest using the playing facilities shall be restricted to no more than four visits in any one financial year unless otherwise determined by the Board. The member shall be responsible for the guest's fees.

21.2 Social

A member may invite up to three guests on any one day to enjoy in the company of the member, the amenities of the Clubhouse.

22. USE OF COURTS

No person other than a member shall be entitled or allowed to enter upon use or occupy the Club courts or premises with the following exceptions:

- is participating in tournaments and other events as sanctioned by the Board,
- is a visiting Tennis League team player,
- is a client of the Club Coach, been coached at the time or is participating in a program or activity organised and managed by the Coach,
- is an approved court or premises hirer, and
- as elsewhere expressly provided in this Constitution, or By-Laws.

The expression "Club courts and premises" shall for the purpose of this Constitution be deemed to mean and include all courts, clubhouses and other buildings belonging to and or occupied by the Club.

23. CLUB YEAR

The Club membership year shall run from 1<sup>st</sup> September to 31<sup>st</sup> August.

The Club financial year shall run from 1<sup>st</sup> April to 31<sup>st</sup> March.

24. COMMON SEAL and RECORDS and INSPECTION

The Common Seal, records, books, documents and securities of the Club shall be kept under such custody and control as the Board or members in General Meeting shall from time to time prescribe and in the absence of any such direction shall be kept in the custody of the Club Administrator and unless otherwise determined by the resolution of a General Meeting the Common Seal shall not be used except under and by virtue of a resolution of the Board. Members may inspect the records, books, documents, and securities of the Club upon having given reasonable notice that they desire to inspect same.

25. INTERPRETATION OF CONSTITUTION

The interpretation of this Constitution or of any By-Laws made thereunder shall be at the sole determination of the Board whose decisions shall, until set aside by a General Meeting, be binding on all members.

26. NOT USED

Vacant

27. DISSOLUTION OF THE CLUB

If and when the Club shall be dissolved and upon the winding up of its affairs all the property and assets at the Club remaining after all debts and liabilities of the Club shall have been paid or discharged in full shall become and remain the property of Tennis West and may be used or applied by that Association for carrying out any of its objects.

## 28. DISPUTE RESOLUTION PROVISIONS

### 28.1 Terms Used

**grievance procedure** means the procedures set out in this clause;

**party to a dispute** includes a person –

- (a) who is a party to the dispute; and
- (b) who ceases to be a member within 6 months before the dispute has come to the attention of each party to the dispute.

### 28.2 Application

(1) Subject to sub-clause (2), these provisions apply to disputes between-

- (a) a member and one or more members; or
- (b) a member and the Club; or
- (c) if the Club provides services to non-members, those non-members who receive services from the Club, and the Club.

(2) These provisions do not apply to disputes that relate to a Tennis Australia national policy.

### 28.3 Parties to attempt to resolve dispute

The parties to a dispute must first attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.

### 28.4 How grievance procedure is started

(1) If the parties to a dispute are unable to resolve the dispute between themselves within 14 days, any party to the dispute may start the grievance procedure by giving written notice to the Club Administrator of:

- (a) the parties to the dispute; and
- (b) the matters that are the subject of the dispute.

(2) Within 28 days after the Club Administrator is given the notice, a Board meeting must be convened to consider and determine the dispute.

(3) The Club Administrator must give each party to the dispute written notice of the Board meeting at which the dispute is to be considered and determined at least 7 days before the meeting is held.

(4) The notice given to each party to the dispute must state —

- (a) when and where the Board meeting is to be held; and
- (b) that the party may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute.

(5) If —

- (a) the dispute is between one or more members and the Club; and
- (b) any party to the dispute gives written notice to the Club Administrator stating that the party
  - (i) does not agree to the dispute being determined by the Board; and
  - (ii) requests the appointment of a mediator under these provisions,

the Board of Management must not determine the dispute.

### 28.5 Determination of dispute by Board

(1) At the Board meeting at which a dispute is to be considered and determined, the Board must —

- (a) give each party to the dispute a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute; and
- (b) give due consideration to any submissions so made; and
- (c) determine the dispute.

(2) The Board must give each party to the dispute written notice of the Board's determination, and the reasons for the determination, within 7 days after the Board meeting at which the determination is made.

- (3) A party to the dispute may, within 14 days after receiving notice of the Board's determination under sub-clause (1)(c), give written notice to the Club Administrator requesting the appointment of a mediator under these provisions.
- (4) If notice is given under sub-clause (3), each party to the dispute is a party to the mediation.

## 29. MEDIATION PROVISIONS

### 29.1 Application

- (1) These provisions apply if written notice has been given to the Club Administrator requesting the appointment of a mediator by a party to a dispute under clause 28.4(5)(b)(ii) or 28.5(3).
- (2) If these provisions apply, a mediator must be chosen or appointed under clause 29.2.

### 29.2 Appointment of mediator

- (1) The mediator must be a person chosen by agreement between the parties to the dispute.
- (2) If there is no agreement, Tennis West must appoint the mediator.
- (3) The person appointed as mediator by Tennis West may be a member or former member of the Club but must not —
  - (a) have a personal interest in the matter that is the subject of the mediation; or
  - (b) be biased in favour of or against any party to the mediation.

### 29.3 Mediation process

- (1) The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.
- (2) Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation before the mediation takes place.
- (3) In conducting the mediation, the mediator must —
  - (a) give each party to the mediation every opportunity to be heard; and
  - (b) allow each party to the mediation to give due consideration to any written statement given by another party; and
  - (c) ensure that natural justice is given to the parties to the mediation throughout the mediation process.
- (4) The mediator cannot determine the matter that is the subject of the mediation.
- (5) The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.
- (6) The costs of the mediation must be agreed upfront and be paid by the party or parties to the mediation that requested the appointment of the mediator.

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