

# CONSTITUTION OF THE BEAUMONT TENNIS CLUB INCORPORATED

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## 1 NAME

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

## 2 DEFINITIONS AND INTERPRETATIONS

### 2.1 Definitions

'the Club' means the Beaumont Tennis Club Incorporated.

'by-laws' means such regulations as formulated by the committee from time to time.

'committee' means the committee of management of the Club.

'EDTA' means the Eastern Districts Tennis Association, being the body responsible for administering tennis within the region occupied by the Club.

'financial year' means the year from 1<sup>st</sup> April to 31<sup>st</sup> March of the subsequent calendar year.

'general meeting' means a general meeting of members of the Club convened in accordance with this constitution.

'member' means a member of the Club.

'membership year' means the year from 1<sup>st</sup> October to 30<sup>th</sup> September of the subsequent calendar year.

'miller reserve' means the park, under the control to of the City of Burnside, within which the club courts and club rooms are located.

‘month’ shall mean a calendar month.

‘pecuniary interest’ means any interest in any arrangement with the club or access and use of the club facilities that provides any financial benefit.

‘special resolution’ means a special resolution defined in the Act.

the Act’ means the Associations Incorporation Act 1985 or subsequent statutory instrument.

‘Tennis Australia’ means the body responsible for administering tennis within Australia.

‘TSA’ means Tennis SA, being the body responsible for administering tennis within South Australia.

## 2.2 Interpretation

- a. Unless the contrary intention appears, words importing the singular include the plural and vice versa.
- b. A reference to ‘writing’ shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

## 3 OBJECTS OR PURPOSES OF THE CLUB

The objects of the Club are to;

- i) promote, encourage and administer the game of tennis for members of the Club,
- ii) provide and maintain facilities for the members of the Club,
- iii) provide and support access to tennis facilities for the residents of the City of Burnside,
- iv) have regard to the public interest in its operations,
- v) liaise with the other Millers Reserve users for the purpose of managing shared facilities and the reserve more generally, in conjunction with the City of Burnside,
- vi) affiliate and otherwise liaise with the local and state Tennis focused organisations of which the Club chooses or is required to be a member and adopt their rule and policy frameworks to further these objects or as otherwise required,
- vii) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

## 4 POWERS OF THE CLUB

The Club shall have all the powers conferred by section 25 of the Act.

## 5 MEMBERSHIP

### 5.1 Membership types

Any natural person who supports the objects of the Club and agrees to be bound by its rules may apply for membership of the Club. Members shall have the right to participate in club activities provided that the relevant subscription has been paid (clause 5.4).

- a. **Senior Membership - Playing**  
A Senior Member - Playing means a registered, financial, member of the Club who is at least 18 years of age and playing or available to play in senior tennis competitions as an active team member. A playing member has full membership rights as laid out in this constitution.
- b. **Senior Membership - Social**  
A Senior Member - Social means a registered, financial, member of the Club who is at least 18 years of age. A Social Member has access to the club facilities on terms as set by the committee.

c. Junior Membership

A Junior Member means a registered, financial, member of the Club who is younger than 18 years of age. A Junior Member through one parent or legal guardian as their representative, , shall have the right to participate in general meetings.

Any parent or guardian choosing to represent a Junior Member:

- Is required to nominate the Junior Member they represent.
- can only represent one junior member.
- has access to the club facilities on terms as set by the committee.
- can nominate to join the committee in any capacity.

d. Honorary Life Membership

A person who has rendered outstanding service to the Club may be elected as an Honorary Life Member of the Club at a General Meeting of the Club subject to the following conditions;

- i) the nomination must have been approved previously by the committee,
- ii) a resolution of a General Meeting to confer life membership must be a special resolution,
- iii) the nominee must be elected by at least a two thirds majority of the persons who are entitled to vote thereat,
- iv) a person must accept or reject the Club's resolution to confer life membership.

An Honorary Life Member shall have the rights and privileges of a Senior Member - Social, but shall not be required to pay a subscription.

e. Non-playing Membership

Non-playing members shall be appointed from time to time at the discretion of the committee. A non-playing Member shall have the rights and privileges of a Senior Member except that of participating in organised tennis at the Club. A non-playing Member shall not be required to pay a subscription.

5.2 Membership applications

- a. The application for membership shall be made in writing on the form prescribed from time to time by the committee, from the applicant or their nominated representative, and lodged with the Club. Upon the acceptance of the application by the committee or its authorised representatives, and upon payment of the relevant subscription, the applicant shall be a member of the Club. The register (clause 5.7) shall be amended accordingly as soon as practicable.
- b. The Club may accept or reject an application whether the applicant has complied with the requirements in clause 5.1 or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection. Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

5.3 Duration and renewal

Membership shall continue until the conclusion of the membership year for which a subscription has been paid. Members (other than Honorary Life Members) must renew their membership annually in accordance with the procedures set down by the committee from time to time.

5.4 Subscriptions

- a. The membership year can be divided and offered into two seasons, namely;
  - i) Summer season,
  - ii) Winter season,

- b. The subscription fees for membership shall be such sum as the committee shall determine.
- c. The payment of Summer Season membership and or a full year of Social Membership entitles the Member to attend and vote at general meetings.
- d. The subscription fees shall be payable at the commencement of the season.
- e. The right to participate in organised tennis exists only for the season for which a subscription has been paid.
- f. Any member whose subscription is outstanding for more than three months after the due date for payment shall cease to be a member of the Club, provided always that the committee may reinstate such a person's membership on such terms as it thinks fit.

#### 5.5 Resignations

A member may resign from membership of the Club by giving written notice to the Secretary or public officer of the Club. Any resigning member shall be liable for any outstanding subscriptions which may be recovered as a debt due to the Club.

#### 5.6 Discontinuance for Breach

- a. Membership of the Club may be discontinued by the committee upon breach of any clause of this constitution or the by-laws, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the by-laws or any resolutions or determinations made or passed by the committee.
- b. Membership shall not be discontinued by the committee under clause 5.6a without the committee first giving the accused member the opportunity to explain the breach and/or remedy the breach.
- c. Where a member fails, in the committee's view, to adequately explain the breach, that member's membership shall be discontinued under clause 5.6a by the Club giving written notice of the discontinuance to the member. The register shall be amended to reflect any discontinuance of membership under this clause 5.6 as soon as practicable.

#### 5.7 Register of members

- a. A register of members must be kept and contain;
  - i) the name and address of each member,
  - ii) the date on which each member was admitted to the Club, and
  - iii) if applicable, the date of and reason(s) for termination of membership.
- b. To facilitate management of the Club, additional information may be kept including;
  - i) date of birth,
  - ii) telephone numbers,
  - iii) electronic-mail addresses
- c. Subject to the Act, confidentiality considerations and privacy laws, the register may be used to further the objects of the Club, in such manner as the committee considers appropriate.

#### 5.8 Effects of Membership

Members acknowledge and agree that;

- i) this constitution forms a contract between each of them and the Club and that they are bound by this constitution and the by-laws,

- ii) they shall comply with and observe this constitution and the by-laws and any determination, resolution or policy which may be made or passed by the committee or its authorised representatives with delegated authority,
- iii) by submitting to this constitution and by-laws, they are subject to the jurisdiction of the Club, EDTA, TSA and Tennis Australia or any other subsequent entity that the Club is affiliated with.
- iv) the constitution and by-laws are necessary and reasonable for promoting the objects and particularly the advancement and protection of tennis,
- v) they are entitled to all benefits, advantages, privileges and services of Club membership.

## **6 THE COMMITTEE**

### **6.1 Composition of the Committee**

The committee shall comprise between three and eleven members of the Club.

### **6.2 Powers and duties**

- a. The affairs of the Club shall be managed and controlled by a 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 of the Club, and are not by the Act or by this constitution required to be done by the Club in general meeting.
- b. The committee has the management and control of the funds and other property of the Club.
- c. The committee shall have authority to interpret the meaning of this constitution and any other matter relating to the affairs of the Club on which this constitution is silent.
- d. The committee shall appoint a public officer as required by the Act.
- e. The committee may appoint sub-committees from time to time to manage the club affairs and represent the committee. Any such sub-committee must have one member who is either the President, Secretary or Treasurer of the club.
- f. The committee may appoint as needed a Senior Tennis Coordinator and Junior Tennis Coordinator to assist in managing those specific aspects of the club activities. A person duly appointed to either of these positions, if not a member of the committee can attend committee meetings to report and discuss the club affairs, but has no voting rights.

### **6.3 Appointment**

- a. The committee shall be comprised of a President, Secretary, Treasurer and additional committee members.
- b. No one member can hold all three positions of President, Secretary and Treasurer.
- c. A non-member may be elected to a position other than President, Secretary or Treasurer subject to fulfilling the requirement for membership, according to clause 5.1, at or before the next meeting of the committee.
- d. All committee positions shall be subject to re-election at each AGM.
- e. A retiring committee member shall be eligible to stand for re-election to the same position without nomination. A retiring committee member seeking election to different position shall notify the secretary at least 7 days before the meeting. A person seeking election to the committee shall notify the secretary at least 7 days before the meeting.
- f. The committee may appoint a person 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 election to the same position on the committee without nomination.

#### 6.4 Proceedings of the committee

- a. The committee shall meet together for the dispatch of business as determined by the President, or at the request of a majority of the committee. It is expected that there should be at least two meetings through the year.
- b. As needed specific advice on or responses to decisions required between meetings may be circulated and canvassed electronically by the President or Secretary to Committee members. The decision required and outcome to be formally referenced in the Agenda and Minutes of the next committee meeting.
- c. A quorum for a meeting of the committee shall be one half of the members of the committee.
- d. The President shall chair committee meetings. In the absence of the President, the committee members present shall appoint a chairperson for that meeting.
- e. Questions arising at any meeting of the committee shall be decided by a majority of votes, and in the event of equality of votes the chairperson shall have a casting vote in addition to a deliberative vote.
- f. A member of the committee having a direct or indirect pecuniary interest in a contract, proposed contract or in the access and use of the facilities of the Club for profit, must disclose the nature and extent of that interest to the committee as required by the Act, and shall not vote in respect to any deliberations that may affect the pecuniary interest.

The member of the committee must disclose the nature and extent of any pecuniary interest that arises to the President, Secretary and Treasurer when it occurs.

If a pecuniary interest is present when a member stands for election to the committee, they must reveal that pecuniary interest to the general meeting.

#### 6.5 Disqualification of committee members

The office of a committee member shall become vacant if a committee member is:

- i) disqualified from being a committee member by the Act,
- ii) expelled as a member under this constitution,
- iii) permanently incapacitated by ill health,
- iv)

### 7 THE SEAL

The Club shall have a common seal upon which its corporate name shall appear in legible characters.

The seal shall not be used without the express authorisation of the committee, and every use of the seal shall be recorded in the minutes of the committee. The affixing of the seal shall be witnessed by two individuals holding a position of President, Secretary or Treasurer.

### 8 GENERAL MEETINGS

#### 8.1 Annual general meetings

- a. The committee shall call an annual general meeting in accordance with the Act and this constitution.
- b. The annual general meeting shall be held within three months after the end of the Club's financial year.
- c. The order of the business at the meeting shall be:
  - i) the confirmation of the minutes of the previous annual general meeting and of any special general meeting held since that meeting
  - ii) the consideration of the accounts and reports of the committee
  - iii) the election of the President, Secretary, Treasurer and committee members
  - iv) any other business requiring consideration by the Club in a general meeting.

## 8.2 Special general meeting

- a. The committee may call a special general meeting of the Club at any time.
- b. Upon a requisition in writing of not less than 20%, of the total number of Senior members (Playing & Social) of the Club, the committee shall, within one month of the receipt of the requisition, convene a special general meeting for the purpose specified in the requisition.
- c. Every requisition for a special general meeting shall be signed by the relevant members and shall state the purpose of the meeting.

## 8.3 Notice of general meetings

- a. Subject to 8.3b, at least 14 days notice of any general 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.
- b. 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.
- c. A notice may be given by the Club to any member by serving the member with the notice personally, or by sending it by post to the address appearing in the register of members, or by sending it by electronic mail to the address appearing in the register of members. (See rule 5.7.)

## 8.4 Proceedings at general meetings

- a. Twenty percent of the Senior members present personally or by proxy shall constitute a quorum for the transaction of business at any general meeting.
- b. A member indicating a proxy vote must advise the President, Secretary or Treasurer that they wish to attend by Proxy and advise how they wish their views and intention to be expressed, in writing. The President, Secretary or Treasurer holding the proxy and must advise the meeting accordingly. If the President, Secretary or Treasurer are not in a position to execute the proxy at any meeting, the proxy shall lapse.
- c. 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 and if at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting the members present shall form a quorum.
- d. Subject to 8.4d, the President shall preside as chairperson at a general meeting of the Club.
- e. If the President is not present within five minutes after the time appointed for holding the meeting, or he or she is present but declines to take or retires from the chair, the members may choose a committee member in the first instance if present or then one of their own number to be the chairperson of that meeting.

## 8.5 Voting at general meetings

- a. Subject to this constitution, every Senior, Honorary Life and Junior member representative of the Club has one vote at a general meeting of the Club.
- b. Subject to this constitution, a question for decision at a general meeting, other than a special resolution, must be determined by a majority of members who vote in person or, where proxies are allowed, by proxy, at that meeting.
- c. Unless a poll is demanded by at least five members, a question for decision at a general meeting must be determined by a show of hands.

#### 8.6 Poll at general meetings

- a. If a poll is demanded by at least five members, it must be conducted in a manner specified by the person presiding and the result of the poll is the resolution of the meeting on that question.
- b. A poll demanded for the election of a person presiding or on a question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

#### 8.7 Special and ordinary resolutions

- a. A special resolution as defined in the Act.
- b. An ordinary resolution is a resolution passed by a simple majority at a general meeting.

#### 8.8 Proxies

A member shall be entitled to appoint in writing a natural person who is also a member of the Club to be their proxy, and attend and vote at any general meeting of the Club with the same rights as the member (clause 8.5).

### 9 MINUTES

- a. Proper minutes of all proceedings of general 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 the purpose. These records may be held electronically.
- b. The minutes kept pursuant to this rule must be confirmed by the members of the Club or the members of the committee (as relevant) at a subsequent meeting.
- c. The minutes kept pursuant to this rule shall be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting at which the minutes are confirmed.
- d. Where minutes are entered and signed, they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.

### 10 FINANCIAL REPORTING

#### 10.1 Financial year

The first financial year of the Club shall be a period of 12 months commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March of each year.

#### 10.2 Accounts to be kept

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.

#### 10.3 Accounts and reports to be laid before members

The accounts, together with the auditor's report on the accounts if required by the Act and the Treasurer's report, shall be laid before members at the annual general meeting.



#### 10.4 Appointment of auditor

The committee may, at its discretion, appoint an auditor or other duly considered qualified person to independently review the accounts of the Club.

### 11 DISCIPLINE

- a. The committee may commence or cause to be commenced disciplinary proceedings against a member who has allegedly;
  - i) breached, failed, refused or neglected to comply with a provision of this constitution, the regulations or any resolution or determination of the committee or any duly authorised committee,
  - ii) acted in a manner unbecoming of a member, or prejudicial to the purposes and interests of the Club and/or tennis,
  - iii) brought the Club, any other member or tennis into disrepute.
- b. That member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the by-laws.
- c. The committee may appoint a judiciary committee (being a sub-committee) to deal with any disciplinary matter referred to it. Such judiciary committee shall operate in accordance with the procedures expressed in the by-laws but is subject always to the Act and reports to the committee.

### 12 DISPUTE RESOLUTION

- a. The dispute resolution procedure set out in this rule applies to disputes under this constitution between;
  - i) a member and another member,
  - ii) a member and the Club
- b. The committee may appoint a Judiciary committee to represent the club as needed in respect to disputes.
- c. The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- d. If the parties are unable to resolve the dispute at the meeting, the parties may choose to meet and discuss the dispute before an independent third person agreed to by the parties.
- e. In this rule 'member' includes any person who was a member up until six months before the dispute occurred.

### 13 PROHIBITION AGAINST SECURING PROFITS FOR MEMBERS

The income and capital of the Club shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to members or their associates except as bona fide honorarium to a member for services rendered, not to exceed \$750 in any financial year, or for expenses, represented by documented receipts, incurred on behalf of the Club.

## **14 CONSTITUTION**

This constitution may be altered (including an alteration to the Club's name) by special resolution of the members of the Club as a general meeting. This includes rescission or replacement by a substitute constitution.

The alteration shall be registered with the Office of Consumer and Business Affairs, Corporate Affairs Commission, as required by the Act.

The registered constitution shall bind the Club and every member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.

## **15 BY-LAWS**

### **15.1 Committee to Formulate By-laws**

The committee may formulate, issue, adopt, interpret and amend by-laws for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and tennis in the local area. Such by-laws must be consistent with the constitution and any policy directives of the committee.

### **15.2 By-laws Binding**

All regulations are binding on the Club and all members.

### **15.3 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to by-laws shall be advised to members by means of bulletins approved by the committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to members. The matters in the bulletins are binding on all members.

## **16 STATUS AND COMPLIANCE OF THE CLUB**

### **16.1 Recognition of the Club**

The Club is a member of the EDTA and TSA and is recognised by those bodies as the entity responsible for the delivery of tennis in the local area.

### **16.2 Region and State sporting organisations**

The Club may not resign, disaffiliate or otherwise seek to withdraw from the EDTA or TSA without approval by special resolution.

## **17 NOTICE**

- a. Notices may be given by the Club to any person entitled under this constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the member's registered address or facsimile number or electronic mail address.
- b. 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 five days after posting.
- c. 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.

- d. Where a notice is sent by electronic mail, to an email address known to be associated with the intended recipient of the notice, the service of the notice shall be deemed to be effected the next business day after it was sent.

## **18 INDEMNITY**

- a. Every committee member and employee of the Club will 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, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
- b. The Club shall 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, except wilful misconduct:
  - (i) in the case of a committee member, performed or made while acting on behalf of and with the authority, express or implied, of the Club
  - (ii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.

## **19 WINDING UP**

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

## **20 APPLICATION OF SURPLUS ASSETS**

- a. If after the winding up of the Club there remains 'surplus assets' as defined in the Act, such surplus assets shall be distributed to any organisation which has similar objects and has rules which prohibit the distribution of its assets and income to its members.
- b. Such organisation or organisations shall be identified and determined by a resolution of members in general meeting.