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# CONSTITUTION OF CROCKFORDS BRIDGE CLUB INCORPORATED

## NAME

1. The name of the Club shall be **Crockfords Bridge Club Incorporated**, incorporated under the Incorporated Societies Act 1908.

## OBJECTS

2. The objects of the Club are to foster and promote the game of contract bridge, to provide facilities for playing of the game and to do all acts incidental or conducive to the attaining of the above objects.

## DEFINITIONS

3. In this Constitution unless the context otherwise requires:

“**CLUB**” means the Crockfords Bridge Club Incorporated.

“**EXECUTIVE**” means the Executive Committee of the Club.

“**FINANCIAL YEAR**” means the period starting with the 1<sup>st</sup> of October in any year and ending with the 30<sup>th</sup> day of September in the following year.

“**GRADES**” means the grades determined from time to time by the Executive for the grading of members of the Club for the purposes of organised bridge play.

“**IN WRITING**” shall include recognised forms of electronic communication with paper record.

“**OFFICERS**” means those members of the Executive and Management Committee elected in accordance with Clauses 17 and 18.

## MEMBERSHIP

4. Applications for membership of the Club shall be in writing in the form determined by the Executive from time to time and membership shall commence on the date any such application is accepted by the Management Committee which may also reject any application for membership without being required to state any reasons.

5. Members shall comprise the following classes:

(a) **Ordinary members** who shall be entitled to all the privileges of membership of the Club.

(b) **Life members** elected after due notice at any general meeting (after a recommendation of the Executive) in recognition of meritorious services rendered to the Club. Life members shall have all the rights and privileges of financial ordinary members. Life members shall not be required to pay any subscriptions or levies.

(c) **Student members** who are under the age of twenty three years on the 1<sup>st</sup> day of October of the current financial year and are full time students not in full

time paid employment. Student members shall have all the rights and privileges of ordinary members.

#### **TERMINATION OF MEMBERSHIP**

6. Any member may resign from membership by giving written notice to the Management Committee but the member resigning shall remain liable for payment of all subscriptions and any monies due prior to such notice being received by the Management Committee.
7. The Executive may terminate the membership of any member if the annual subscription or other monies due to the Club have not been paid within three calendar months after the due date for payment, with effect from the date of giving notice of termination to that member, which shall not relieve that member from liability for payment of any arrears.
8. If any member has in the opinion of the Management Committee been guilty of any conduct which would prejudice the best interests or reputation of the Club or seriously contravenes the Constitution or by-laws of the Club the Management Committee may, after notifying that member in writing of its intended consideration of the matter and providing the member with reasonable opportunity for explanation, terminate or suspend for any given period the membership of that member with effect from the date of posting notice in writing of the decision to that member. Any member dissatisfied with the decision of the Management Committee may refer the matter to the Executive for reconsideration, and the decision of the Executive on any such reconsideration shall be binding. Any termination or suspension of membership pursuant to this section shall not relieve the member concerned from liability to pay any subscriptions or other moneys then due to the Club.

#### **ALTERATIONS TO CONSTITUTION**

9. This Constitution may be amended, added to, or rescinded by a resolution on notice passed by a two-thirds majority of members present and voting at a general meeting.

#### **MEETINGS OF MEMBERS**

10. The Club shall hold an Annual General Meeting no later than the 10<sup>th</sup> day of December each year to consider the Annual Report and Annual Accounts, to conduct such elections as may be necessary and to consider any matters notified on the meeting agenda.
11. The Club shall hold such other general meetings as may be resolved by the Executive or as may be called for by written requisition to the Executive signed by at least twenty members eligible to vote and within one calendar month of that resolution or of receipt of the requisition by the Executive.
12. Notice in writing of any general meeting shall be given in accordance with Clause 45 to each member entitled to vote not later than fourteen clear days prior to the date of that meeting.
13. The President shall chair any general meeting. If the President is absent or unwilling or unable to chair the meeting, then the Vice-President or a member of the Executive

shall chair the meeting, provided however that if there is no such person able or willing to chair the meeting, then the meeting shall elect its own chairperson.

14. The quorum of any general meeting shall be thirty financial members. If within fifteen minutes from the time appointed for the meeting a quorum is not present, the meeting, if being convened upon the requisition of members, shall be cancelled. In any other case, the meeting shall be adjourned for one week and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, the members present shall constitute a quorum.
15. All members of the Club may attend and speak at general meetings but only financial members and life members shall be eligible to vote.
16.
  - (a) Voting in elections for all positions with contested nominations shall be by postal ballot in accordance with the provisions of clause 19.
  - (b) Voting on other matters at general meetings may be, at the discretion of the chairperson, by show of hands or by ballot unless a ballot be demanded by at least three members present and eligible to vote.
17. The Executive of the Club shall comprise:
  - (a) A President elected at the Annual General Meeting. Except in exceptional cases, the President is not normally expected to hold office for more than two consecutive years.
  - (b) A Vice- President elected at the Annual General Meeting.
  - (c) A Treasurer elected at the Annual General Meeting.
  - (d) An Immediate Past President who shall hold such office for a period of one year from ceasing a term as President.
  - (e) Other members of the Executive comprising one representative from each grade elected by the members of that grade prior to the Annual General Meeting. The election of such representatives shall be in accordance with procedures determined by the Executive, and supervised by the President or the President's delegate.
18. The Management Committee shall comprise:
  - (a) The Vice-President elected in accordance with Clause 17.
  - (b) The President of the Club elected in accordance with Clause 17.
  - (c) The Grade Chairperson from each grade elected by the members of that grade prior to the Annual General Meeting. The election of such grade chairperson shall be in accordance with procedures determined by the Executive, and supervised by the President or the President's delegate.

- (d) The following office holders elected at the Annual General Meeting:
  - (i) A grading convenor
  - (ii) A house convenor
  - (iii) A marketing officer
  - (iv) A match convenor

## **ELECTIONS**

- 19.** (a) Nominations for all of the positions to be elected under Clauses 17 and 18 shall be in writing in a form approved by the Executive. In respect of positions to be elected at the Annual General Meeting, the nominations shall be lodged with the Secretary-Manager not less than twenty eight days prior to the Annual General Meeting and posted prominently at the Club premises.
- (b) If, at the closing of nominations, the number of persons nominated for any position on the Executive or Management Committee exceeds the number of vacancies for that position, the Secretary-Manager shall, not less than fourteen days before the date of the Annual General Meeting, send to each member of the Club entitled to vote for each vacant position, a ballot paper containing the names of all persons nominated in alphabetical order together with an information sheet containing details of the nominees in a form approved by the Executive. Members shall vote by returning the completed ballot paper to the Secretary-Manager by 12 noon on the day proceeding the Annual General Meeting. Any ballot paper indicating preference for more persons nominated than the number of vacancies to be filled shall be invalid. Scrutineers for the ballot shall be appointed by the Executive prior to the meeting and any ties shall be determined by a casting vote of the Chairperson.
- (c) In the event of there being insufficient nominations for any position to be elected as part of the Executive or Management Committee, the persons nominated shall be declared to be elected, and the meeting may accept nominations from the floor to fill any vacant position.
- (d) Votes for each grade representative on the Executive and for each grade chairperson shall be received only from the members of the particular grade. For the purposes of voting any members who have been promoted to another grade shall vote or be eligible to take office as members of their new grade.
- (e) Other than the President and the Vice-President, no person elected in any capacity to the Executive shall take office at the same time in any capacity on the Management Committee. Voting for all positions on the Executive shall take precedence to any election for positions on the Management Committee, and any nomination of any person for any position on the Management Committee shall be deemed to be cancelled by the prior election of any such person to a position on the Executive.

- (f) No person elected to the Management Committee in any capacity shall also hold office on the Management Committee in a separate capacity. Voting for the Management Committee positions specified in Clauses 18(c) and (d)(i)-(iv) inclusive shall take place in the same precedence as the order in which each of the separate positions appears in this Constitution. Where any person is nominated to separate positions on the Management Committee the election of any such person in one particular position shall cancel that person's nomination to any later named position.

### **EXECUTIVE COMMITTEE PROCEEDINGS**

- 20.** The Executive shall meet regularly to dispatch its business at such times as it shall think fit, normally once each month.
- 21.** A quorum for any Executive meeting shall be four members. No business shall be transacted at any Executive meeting unless a quorum is present. If a quorum is not available within fifteen minutes of the time set for commencement of the meeting, the members present may fix a date and venue for an adjourned meeting.
- 22.** The President shall preside at meetings of the Executive. If the President is absent or unable to preside then the Vice-President shall preside or alternatively the meeting shall appoint its own chairperson.
- 23.** If any grade representative member of the Executive is unable to attend an Executive meeting, the grade from which that Executive member is elected shall appoint a delegate to attend.
- 24.** Voting at meetings of the Executive shall be determined by a simple majority. Each Executive member shall have one vote, and in the case of an equality of votes the chairperson of the meeting shall have a deliberative and a casting vote.
- 25.** Any position on the Executive shall be vacated if any member of the Executive:
  - (a) Gives written notice of resignation of that position.
  - (b) Ceases to be a member of the Club for any reason.
  - (c) Becomes ill or mentally incapacitated to the extent that he or she can no longer act as a member of the Executive.
  - (d) Is adjudged bankrupt.
  - (e) Except in the case of the Immediate Past President, is absent for three or more consecutive meetings of the Executive without leave from the Executive.
  - (f) Is guilty of any misconduct or behaviour which renders it inappropriate for such member to remain as a part of the Executive.

## **POWERS OF EXECUTIVE**

**26.** The Executive will have power to do all acts and things which it considers proper or expedient for accomplishing the objectives and carrying on the affairs of the Club. Without limiting the generality of the foregoing, the powers of the Executive shall include:

- (a) To make, amend and rescind by-laws and policies to cover all the activities of the Club.
- (b) To enter into such contracts as the Executive may consider necessary for the furthering of the Club's objects.
- (c) To purchase, lease or acquire such assets as the Executive considers in the best interests of the Club provided that the Executive shall not purchase, lease or acquire assets exceeding a total cost of \$25,000.00 in any financial year without the prior approval of the Club in general meeting.
- (d) To determine policies and rules governing the use of the Club premises by visitors and any matters relating to the discipline of visitors' behaviour.
- (e) To supervise and maintain Club premises.
- (f) To invest Club funds in any investment authorised by law for the investment of trust funds.
- (g) To borrow, with or without security, such funds as the Executive considers appropriate for furthering the best interests of the Club, provided that the Executive shall not undertake borrowing of more than \$25,000.00 in total in any financial year without the prior approval of the Club in general meeting.
- (h) To institute programs for the promotion of the game of contract bridge and the promotion of Club membership.
- (i) To determine the manner in which the formal procedures for applications for membership are processed.
- (j) To determine the number and constitution of grades within the Club and the policies and criteria for grading of membership.
- (k) To determine the procedures for the election of grade representatives to the Executive, grade chairpersons and grade committees.
- (l) To determine the procedures for dealing with any complaints by members affecting the operation and affairs of the Club.
- (m) To appoint the Secretary-Manager and any other employees, staff or agents of the Club and to determine the remuneration applying from time to time for such Secretary-Manager, employees, staff or agents.

- (n) To determine the functions and duties of the Secretary-Manager and any employees, staff or agents of the Club and to carry out the supervision of all employed staff or agents.
- (o) To constitute such subcommittees as it considers appropriate from time to time to assist with the management and operation of the Club and to determine the membership of such subcommittees.
- (p) To co-opt any member to fill any vacancy which arises on the Executive or Management Committee.
- (q) To impose such levies on members as may be appropriate from time to time.
- (r) To waive, reduce or remit subscriptions for any member or members from time to time.
- (s) To determine table fees and any other charges applying for the use of the Club facilities as may apply from time to time.
- (t) To provide such interpretation as may be necessary from time to time on this Constitution or any other matter relating to the affairs of the Club and any such interpretation of the Executive once made shall be binding on all members unless determined otherwise by the Club in general meeting.

#### **PROCEDURES OF MANAGEMENT COMMITTEE**

- 27.** The Management Committee shall meet regularly to dispatch its business at such times as it shall think fit, normally once each month.
- 28.** Meetings of the Management Committee shall be chaired by the Vice-President. If the Vice-President is unable or unwilling to attend or chair a meeting, the President shall chair the meeting or appoint another delegate to do so.
- 29.** If any grade chairperson is unable to attend a Management Committee meeting that person shall appoint a delegate from the same grade to attend.
- 30.** Voting at meetings of the Management Committee shall be determined by a simple majority. Each Management Committee member shall have one vote, and in the case of an equality of votes the chairperson of the meeting shall have a deliberative vote and a casting vote.
- 31.** A quorum for any meeting of the Management Committee shall be five members. No business shall be transacted at any Executive meeting unless a quorum is present. If a quorum is not available within fifteen minutes of the time set for commencement of the meeting, the members present may fix a date and venue for an adjourned meeting.
- 32.** Any position on the Management Committee shall be vacated if any member of the Management Committee:
  - (a) Gives written notice of resignation of that position.

- (b) Ceases to be a member of the Club for any reason.
- (c) Becomes ill or mentally incapacitated to the extent that he or she can no longer act as a member of the Management Committee.
- (d) Is adjudged bankrupt.
- (e) Except in the case of the President, is absent for three or more consecutive meetings of the Management Committee without leave from the Management Committee.
- (f) Is guilty of any misconduct or behaviour which renders it inappropriate for such member to remain as a part of the Management Committee.

### **POWERS OF MANAGEMENT COMMITTEE**

**33.** The Management Committee shall be responsible for:

- (a) The conduct of the playing of contract bridge including the supervision of Club competitions, tournaments and such other bridge related activities as shall be determined appropriate by the Executive.
- (b) The organisation of revision and tuition classes.
- (c) The processing of membership applications and membership grades in accordance with policies determined by the Executive.
- (d) The promotion of members within grades of the Club in accordance with policies determined by the Executive.
- (e) To carry out promotional and marketing activities within the guidelines as set from time to time by the Executive.
- (f) Such other activities as may be delegated to it from time to time by the Executive.

**34.** The Management Committee shall have spending powers within limits and guidelines set from time to time by the Executive.

### **GRADE COMMITTEES**

**35.** Each grade shall no later than the last day of November in each year elect a grade committee to manage the affairs of that grade.

### **SUBSCRIPTIONS & LEVIES**

**36.** The rates of annual subscription and any entrance fee payable by the various classes of members shall be fixed by the Executive annually provided however that there shall be no increase of more than 10% in any one year unless with the prior approval of the Club in general meeting.

**37.** No levy or levies made by the Executive under Clause 26(q) amounting in total to more than 25% of the annual subscription in any one financial year shall be made unless with the prior approval of the Club in general meeting.

**38.** The Executive may determine that the subscription for any member and class of members may be paid by instalments or on such terms as the Executive may determine.

**39 SECRETARY-MANAGER**

Without limiting clause 26(n), the position of Secretary-Manager shall include the following functions:

- (a) To attend all meetings of the Executive and Management.
- (b) To hire and manager staff employed by the Club.
- (c) Be responsible for the day to day maintenance and cleanliness of the Club's building and grounds and take all reasonable steps to protect the assets of the Club.
- (d) To account for, record and bank all monies received by the Club and all payments made by the Club.
- (e) To administer the hiring of the Club's facilities to outside organisations.
- (f) To maintain the Club's membership records.
- (g) To liaise with Club Members and outside organisations.
- (h) To assist members of the Executive and Management Committee as required.

**GENERAL**

**40.** No member of the Club shall derive any pecuniary gain from the operations, assets or property of the Club provided that pecuniary gain shall not be deemed to include:

- (a) Payment of travelling or other expenses for representing the Club at matches, tournaments, meetings or other functions serving the interests of the Club.
- (b) Prizes or trophies or awards for the winning of matches or tournaments conducted by the Club.
- (c) Salaries or expenses paid to staff, employees or agents of the Club who are also members of the Club.
- (d) Any interest payment, fees or other emolument to which a person would be entitled if that person were not a member of the Club.

**INDEMNITY**

**41.** All officers of the Club shall be indemnified by the Club for losses or expenses incurred by them in the discharge of their duties occurring otherwise than through

their own wilful act or default. No officer shall be liable for the acts of any other officer or for any loss or expense of the Club occurring unless through an act or default to which he or she was a party.

#### **COMMON SEAL**

42. The Executive shall provide for the safe custody of the common seal of the Club which shall be used only pursuant to a resolution of the Executive and shall be affixed in the presence of two members of the Executive or in the presence of the Secretary-Manager and one member of the Executive.

#### **ANNUAL ACCOUNTS**

43. The annual accounts of the Club shall be audited by an auditor who shall not be a member of the Executive, and who shall be elected at the Annual General Meeting.

#### **AFFILIATION**

44. The Club shall be affiliated with such national and regional organisations involved in the organisation of the game as the Club may determine from time to time provided however that the Club shall not enter into any new affiliation or withdraw from an existing affiliation except with the prior approval of the members of the Club in general meeting.

#### **NOTICES TO MEMBERS**

45. Notices required to be given to the members of the Club under this Constitution shall be given by notice in writing provided to members **PROVIDED THAT** the accidental failure to give notice of any meeting or Club decision to any member or members shall not of itself invalidate, as the case may be, the proceedings at any such meeting or decision of the Club.

#### **WINDING UP**

46. The Club shall only be wound up in accordance with the provisions of the Incorporated Societies Act 1908. On any winding up the surplus property of the Club shall not be distributed among members but shall be transferred to such other clubs, associations or organisations having objects as near as possible to the objects of the Club or in the absence of any such agreement or resolution as determined by application to the High Court.

**CONSTITUTION**  
**OF**  
**CROCKFORDS BRIDGE CLUB**  
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