



**THE KHANDALLAH TENNIS
& SQUASH CLUB
INCORPORATED**



RULES



Altered 1 August 2019

RULES OF
THE KHANDALLAH TENNIS & SQUASH CLUB INCORPORATED

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RULES OF

THE KHANDALLAH TENNIS & SQUASH CLUB INCORPORATED

1. DEFINITIONS AND INTERPRETATION

(a) In these Rules the following words and expressions shall have the following meanings:-

"Act" means the Incorporated Societies Act 1908.

"Club" means The Khandallah Tennis & Squash Club Incorporated.

"Financial Year" means the twelve month period beginning 1 May and ending 30 April.

"General Meeting" means either the Annual General Meeting or a Special General Meeting.

"Management Committee" means the Management Committee duly elected pursuant to Rule 9.

"Member/s" means a person admitted to membership of the Club in accordance with the provisions of Rule 14.

"Officer/s" means a person holding one of the positions specified in Rule 8(a).

"Rules" means the Rules of The Khandallah Tennis & Squash Club Incorporated (as amended from time to time).

"Secretary/Manager" means the Secretary/Manager of the Club appointed in accordance with Rule 8(g).

(b) Unless the context otherwise requires any reference to a statutory provision shall include such provision as from time to time modified or re-enacted or consolidated.

(c) The headings are for convenience only and shall not affect the interpretation hereof.

(d) Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa, words importing one gender include the other gender, and references to natural persons shall include bodies corporate.

(e) The illegality, invalidity, or unenforceability of any provision in these Rules shall not affect the validity or enforceability of any other provision.

2. NAME

The name of the Club shall be "The Khandallah Tennis & Squash Club Incorporated".

3. REGISTERED OFFICE

The registered office shall be situated at the Club's premises at Delhi Crescent, Khandallah, Wellington, or such place as may from time to time be determined by the Management Committee and notified to the Registrar of Incorporated Societies.

4. REGISTRATION

The Club is registered under the Incorporated Societies Act 1908, the date of registration being 15 November 1899.

5. OBJECTS

The objects of the Club shall be:-

(a) To promote the playing of games of tennis and squash racquets.

(b) To provide tennis courts, squash courts, club house facilities and other amenities for members by owning or leasing appropriate property and facilities.

6. POWERS

The Club shall be empowered:-

(a) To Employ

To employ such professional and other services as may seem to the Management Committee desirable expedient or necessary for the carrying out of any of the objects of the Club.

(b) To Affiliate

To affiliate with Wellington Tennis Incorporated and the Wellington District Squash Racquets Association Incorporated (or any organisation or association from time to time fulfilling the functions of those bodies).

(c) To Receive Donations

To receive and accept donations, endowment, bequests and devises of real and personal property of whatsoever nature and whatsoever situate for any purpose the Club sees fit, and either subject or not to any special trusts or conditions.

(d) To Lease Property

To enter into lease or licence commitments with a trust or entity owning playing facilities suitable for the Club and to acquire plant and assets to enhance the use of the facilities and observe and perform the Club's obligations under the lease or licence.

(e) To Deal With Property

To manage property and playing facilities for the Club and to work with the owner of leased property occupied by the Club to improve, develop and maintain that property including making provision for social activities and amenities and to sublet or hire facilities for activities compatible with the Club's use of the property.

(f) To Remunerate

To grant and pay salaries, pensions, gratuities or other sums in recognition of services rendered.

(g) To Borrow

To borrow and raise money including, inter alia, the power to borrow money by way of overdraft or otherwise for any of the objects of the Club and to secure the repayment thereof by charge on all or any part of the property of the Club, or by debentures or bonds payable to bearer or otherwise howsoever.

(h) To Invest

To invest subject as hereinafter provided all money and funds of the Club when not immediately required in such manner as the Management Committee in its absolute discretion sees fit, in particular, but without derogating from the generality of the foregoing, in any real or personal property and improvements thereto, in the shares, stock, notes, convertible notes, debentures or debenture stock of any 'limited liability company, in shares in any company or incorporated body giving or conferring in any manner the right to occupy on lease, licence or otherwise howsoever any real property or building or part thereof, on deposit with any financial institution in New Zealand or elsewhere accepting money upon deposit, in mortgages of land (unrestricted by the provisions of the Trustee Act 1956) and in any manner for the time being authorised by the said Trustee Act.

(i) To Amalgamate

To formulate and carry out schemes for amalgamation with or the takeover of any other club or clubs whether incorporated or not.

(j) To Apply for and obtain Club Licence

To apply for, obtain and from time to time renew a club licence for the Club pursuant to the provisions of the Sale of Liquor Act 1989 or any other licence from time to time available to the Club, and to conduct and manage the licensed premises subject to and in accordance with the provisions of the club licence and of any other licence from time to time obtained by the Club, and to do all things necessary and incidental to the conduct and management of the said licence.

(k) To Grant Financial Assistance

To grant financial assistance to any Member for the purpose of furthering that Member's development as a player of either tennis or squash.

(l) General

To do all such other acts and things as are or may be deemed by the Management Committee to be incidental to or conducive to the full exercise of the objects of the Club or of any of the aforesaid powers.

7. PERSONAL BENEFIT

Under these Rules any income, benefit or advantage shall be applied to the objectives of the organisation. No member of the organisation or any person associated with a member, shall participate in or materially influence any decision made by the organisation, in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value).

The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

8. MANAGEMENT OF THE CLUB

(a) Officers

(i) The Officers of the Club shall be a President, three Vice-Presidents, the Immediate Past President, the Treasurer, the Squash Club Captain, Tennis Club Captain, the Midweek Tennis Club Captain, the Junior Tennis Convenor and the Junior Squash Convenor, each of whom (except the Immediate Past President) shall be elected in each year in the manner provided in Rule 9.

(ii) The current President will also become on assuming that position, a trustee of an associated trust owning the land and facilities leased or licensed by the Club, and a Vice-President and the Immediate Past President will also be offered positions as trustees of that associated trust.

(b) Management Committee

The general affairs of the Club shall be managed by the Management Committee which shall be entitled to exercise all the powers of the Club not otherwise pursuant to these Rules required to be exercised by the Club in General Meetings. The Management Committee may from time to time make such by-laws and regulations (including provision for fines or other penalties for breach) consistent with these Rules as it shall think necessary for the good order and well being of the Club, and such by-laws and regulations and all decisions of the Management Committee shall be binding on all Members and other persons affected unless set aside by the Club in General Meeting. The Management Committee shall consist of the Officers of the Club and three Members each of whom shall be elected in each year in accordance with Rule 9. They shall hold office until their successors take office. Five of such persons shall form a quorum unless otherwise provided elsewhere in the Rules. On matters of urgency the President and any two Officers acting together may reach a decision which shall be subject to ratification at the next meeting of the Management Committee. At all Management Committee meetings the President, if present, shall be chairman and in the absence of the President those present shall elect their own chairman for the meeting. The Chairman at any meeting shall have an original and casting vote.

The Management Committee shall make regulations for and keep minutes of their meetings and proceedings. Minutes of meetings of the Management Committee shall be open for inspection of Members at any time.

(c) Sub-committees

The Management Committee may at any time and from time to time appoint sub-committees (and may include on any such sub-committee any member who is not a member of the

Management Committee) for such purposes and upon such terms and conditions as it thinks fit and may, if the Management Committee thinks fit, delegate to any such sub-committee any power, authority or discretion which is conferred upon the Management Committee itself by these Rules. The President shall be an ex-officio member of all sub-committees. All sub-committees shall be subordinate to the Management Committee.

(d) Limitations on Powers of Management Committee

The Management Committee shall not do or allow any action or thing which does or could result in any breach of a lease by the Club of premises or playing facilities or interfere with any mortgage obligations or public body requirements of the owner of the premises occupied by the Club; or operate the Club in such a way as increase debt of the Club beyond agreed limits, without first securing the approval of members in a General Meeting.

(e) Immediate Past President

Any person retiring from the office of President shall automatically continue to be a member of the Management Committee with the title "Immediate Past President" until the earlier of:-

(i) His/her ceasing to be a member of the Club, or

(ii) His/her resignation from that position, or

(iii) His/her removal by a resolution of the Management Committee.

(iv) His/her replacement by a subsequent retiring President.

(f) Treasurer

The Treasurer will prepare a Cash Flow Forecast at the start of each financial year and reports on operating results and the state of the Club's financial position to be presented at each meeting of the Management Committee, and shall prepare the income and expenditure account and balance sheet for presentation at the Annual General Meeting.

(g) Secretary/Manager

The Management Committee may from time to time appoint a Secretary/Manager who shall be a salaried employee of the Club. The Secretary/Manager shall attend to the day to day management of the Club as directed by the Management Committee and shall, inter alia, prepare all returns and other documents and do all such other acts, matters and things as may be required by the Act and the Regulations thereunder, keep the register of Members required by Rule 19, give due notice of all meetings of the Club or the Management Committee, attend all meetings of the Club and the Management Committee and record all proceedings at such meetings in the Club's minute book. The Secretary/Manager shall not be entitled to vote at meetings of the Management Committee.

9. ELECTION OF OFFICERS AND MANAGEMENT COMMITTEE

The Officers and the Management Committee shall be elected at the Annual General Meeting of the Club. Nominations for membership of the Management Committee may be received in writing

by the Secretary/Manager prior to the Annual General Meeting but further nominations may be received at the Meeting. Nominations should be in writing, signed by the proposer and seconder, and consented to in writing by the nominee. If the nominations received exceed the maximum number to be appointed a ballot shall be held. If the exact number required or less have been nominated they shall be declared elected without ballot. If the Annual General Meeting fails to elect a maximum number provided, the Management Committee shall have power to appoint Members to fill the vacancies and such appointees shall have the same status as those elected at the Annual General Meeting. In the event of a vacancy occurring on the Management Committee during the course of any year such vacancy may be filled by an appointment made by the Management Committee. Any member of the Management Committee who tenders his resignation in writing, absents himself from three consecutive meetings of the Management Committee without any satisfactory explanation or who is not a financial Member of the Club shall be deemed to have vacated his office. Any member of the Management Committee may be removed from office by resolution passed by a vote of three quarters of the Members present in person at a Special General Meeting convened to consider such removal. Subject to the foregoing, officers of the Club and the members of the Management Committee shall continue in office until their successors are appointed at the following Annual General Meeting provided however that no person shall be eligible to stand for the office of President if they have already served 4 consecutive years as President.

10. TENNIS COMMITTEE, SQUASH COMMITTEE AND MIDWEEK TENNIS COMMITTEE

There shall be a Tennis Committee, a Squash Committee and a Midweek Tennis Committee, presided over by the Tennis Club Captain, the Squash Club Captain and the Midweek Tennis Club Captain respectively. In addition to the respective Club Captains, who are Officers of the Club, these committees shall each consist of no less than four (4) members elected at the Annual General Meeting. Three (3) of the committee members will form a quorum for committee meetings. The Tennis, Squash and Midweek Tennis Committees shall be responsible for the internal management of their respective sections of the Club. Without limiting the powers of the Management Committee in any way, each committee shall conduct and manage all tournaments, select all teams, arrange the order of play and generally control everything relating to the playing of the games of tennis and squash respectively. Should any member of these committees absent himself from three consecutive meetings of that committee without leave, he shall be deemed to have vacated his office.

Notices posted on the notice board in the Club's premises and/or emails sent by the Secretary/Manager on behalf of these committees, other than those calling Annual General and Special General Meetings, shall be deemed sufficient notice to Members of the contents of those notices.

11. ACCOUNTS

(a) Banking Transactions

The Club shall have an account with such bank or banks as the Management Committee shall from time to time see fit. All moneys shall be lodged in such banking accounts as soon as practicable after receipt. Cheques up to an amount agreed by the Management Committee may be signed by one officer, or at the Management Committee's discretion, the Secretary/Manager.

All other cheques drawn upon the accounts shall be signed by two Officers designated by the Management Committee. At the Management Committee's discretion, one of the signatories may be the Secretary/Manager.

(b) Form of Accounts

The Management Committee shall cause such accounting records to be kept under the supervision of the Treasurer as will enable the financial position of the Club to be determined and will enable the financial statements of the Club to be readily and promptly reviewed if required by the Management Committee. The accounts shall comply with the requirements imposed by the Act.

(c) Copy to Members

A copy of the annual accounts shall be posted and/or emailed to each member in accordance with Rule 18(b).

(d) Balance Date

The balance date of the Club shall be 30 April in each year, unless otherwise determined by the Management Committee.

12. REVIEW OF ACCOUNTS

The accounts of the Club shall be subject to such review as the Management Committee deems to be necessary from time to time.

13. MEMBERSHIP

(a) Categories

There shall be the following categories of membership of the Club for men and women

- (i) Senior Members (Includes all adult Members paying Family, Couples, Over 65 and Tertiary subscriptions)
- (ii) Midweek Tennis Members
- (iii) Intermediate Members
- (iv) Junior Members
- (v) Non-playing Members
- (vi) Life Members consisting of Honorary Life Members and Subscribing Life Members
- (vii) Corporate Members

Subject to the provisions of Rule 13(b), the composition of membership and the participation of Members in the activities of the Club shall be controlled by the Management Committee as it thinks desirable to ensure the maintenance of the objects of the Club as stated in Rule 5. The

Management Committee shall have discretion in determining the membership category whenever clarification is required.

(b) Other Membership Categories

The Members may by resolution passed at a General Meeting establish any new category of membership or dissolve any existing category of membership or fix or alter the requirements for eligibility for any category of membership.

(c) Senior Members

Senior Members shall be entitled to all privileges of membership and shall have equal playing rights and access to all facilities for both tennis and squash.

(d) Midweek Tennis Members

Midweek Tennis Members shall be those who may play tennis from Monday to Friday in accordance with such conditions and on such terms as the Management Committee, in its discretion, thinks fit.

(e) Intermediate Members

Intermediate Members shall be those persons over the age of 16 and under the age of 19 as at the 1st January immediately after the Annual General Meeting of the Club. Intermediate Members shall have equal rights with Senior Members (except voting rights) and access to all facilities for both tennis and squash.

(f) Junior Members

Junior Members shall be those persons under the age of 16 years as at the 1st January immediately after the Annual General Meeting. Junior members shall enjoy such privileges and be subject to such restrictions as the Management Committee shall from time to time determine and subject to those restrictions shall have access to all facilities for both tennis and squash.

(g) Non Playing Members

A playing Member may at their request and at the discretion of the Management Committee be transferred to the Non playing category and have such non playing privileges as may be determined from time to time by the Management Committee.

A Non playing Member application may be accepted at the discretion of the Management Committee for a person to be a member of the Club and have such non playing privileges as may be determined from time to time by the Management Committee.

(h) Honorary Life Members

On the recommendation of the Management Committee a Member may, in consideration of special services rendered to the Club, be elected an Honorary Life Member at any Annual General Meeting of the Club and shall thereafter be entitled to all privileges of membership without payment of the annual subscription or any special payment for such honorary life membership.

The approval of three quarters of those present and voting at such election shall be necessary to constitute honorary life membership.

(i) Subscribing Life Members

On payment of such amount as the Management Committee shall determine, a Member may become a Subscribing Life Member, and with effect from the date of payment of the amount so determined, a Subscribing Life Member shall have no further obligation to pay any membership subscription.

(j) Corporate Members

The Management Committee may admit to Corporate Membership any corporate entity or business organisation on payment of such entrance fee and/or annual subscription as the Management Committee shall determine. The rights and obligations attaching to Corporate Membership shall be specified by the Management Committee.

(k) Admission of Resigned Member

The Management Committee shall have the power to readmit to Membership any former Member who was voluntary resigned from the Club upon payment of the annual subscription without any entrance fee.

14. ADMISSION OF MEMBERS

The Management Committee shall have the power to reject any candidate for membership without giving any reason for such rejection. No rejected candidate shall be proposed for election within the space of 12 months after rejection, unless otherwise resolved by a majority of the Management Committee. On the election of each new Member the Secretary/Manager shall notify the fact to the Member, furnishing the Member at the same time with a copy of the Rules. A newly elected Member shall not enjoy the privileges of the Club until the Member shall have paid the subscription and entrance fee. If a newly elected Member does not pay the subscription and entrance fee within three (3) months after the Member's election the Member's election shall be void unless the Member shall justify the delay to the satisfaction of the Management Committee.

15. CESSATION OF MEMBERSHIP

(a) Resignation

A Member shall cease to be a Member of the Club if the Member:-

- (i) Resigns by giving to the Secretary/Manager notice.
- (ii) Has not paid their annual subscription one month after the due date.

(b) Misconduct

Any Member may be expelled from the Club by a resolution of the Management Committee if in the opinion of the Management Committee such Member shall have been guilty of conduct

unbecoming a Member of the Club or detrimental to the interests of the Club or if such Member has failed to observe any Rule of the Club.

(c) Bankruptcy

Any Member becoming bankrupt or insolvent shall cease to be a Member.

(d) No Rights to Club Property

No Member retiring from the Club or ceasing from any cause to be a Member shall be entitled to or have any claim upon any portion whatever of the property of the Club.

16. VISITORS

A visitor must be introduced by a Member, or, if that is impracticable, admitted onto the Club's premises by the Secretary/Manager. A visitor introduced by a Member may on payment of the appropriate fee as prescribed by the Management Committee, have use of the Club's premises and the tennis courts and squash courts PROVIDED THAT no person may be invited as a visitor more than three (3) times in a calendar year, or if that person has had his membership terminated pursuant to these Rules. The Member introducing the visitor shall be responsible for that visitor's conduct while on the Club's premises and for payment of the visitor's fee. The Management Committee may from time to time limit the number of visitors for any period or exclude any visitor from the Club's premises or playing facilities. Subject to such condition as the Management Committee may impose, visitors may use the Club premises only if accompanied by a Member or admitted by the Secretary/Manager.

17. FEES AND SUBSCRIPTIONS

(a) Categories of Membership

The entrance fee and annual subscription payable for each category of membership shall from time to time be fixed by the Management Committee.

(b) Proportionate Subscription

Members subscribing for less than a full year shall, at the discretion of the Management Committee, pay a reduced subscription based on a pro rata proportion of the annual subscription plus costs incurred (affiliation fees, administration costs, etc).

(c) Waiver

The Management Committee may at its discretion in exceptional circumstances waive or reduce the annual subscription or entrance fee of any Member by unanimous resolution passed at a meeting of the Management Committee. The decision of the Management Committee as to whether or not a Member qualifies from time to time for a reduced entrance fee or annual subscription shall be final.

(d) Due Date of Annual Subscription

The annual subscription shall be due on the members starting date each year, or such other date as the Management Committee shall determine. If any Member fails without satisfactory

explanation to pay the Member's annual subscription within one month of the due date the Management Committee may charge the defaulting Member interest at a rate not exceeding 5% above the Club's then current overdraft interest rate. If the Member shall further fail to pay the subscription (including the interest) the Management Committee may strike the Member's name off the list of Members and the Member shall, after the Member's name has been so struck off, cease to be a Member. The Management Committee may take such action as it deems appropriate to cover arrears outstanding. The Management Committee may, if it thinks fit, reinstate any Member whose name shall have been so struck off upon payment of the subscription and interest. The Management Committee may in its absolute discretion waive all or part of any interest imposed for late payment of the annual subscription.

(e) Arrears

No Member whose annual subscription is in arrears for three (3) months or more shall be entitled to vote at any meeting of the Members of the Club.

(f) Club Property

No Member shall by reason of a Member's membership have any transferable or assignable interest by operation of law or otherwise in any of the property of the Club.

18. ANNUAL GENERAL MEETINGS AND SPECIAL GENERAL MEETINGS

There shall be two classes of meetings, Annual General Meetings and Special General Meetings, each of which is included in the description "General Meeting":-

(a) Annual General Meeting: The Club shall in each year hold a General Meeting as its Annual General Meeting, in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it. Unless and until the Management Committee shall otherwise decide, the Annual General Meeting shall be held in August of each year at such time and place as the Management Committee shall determine.

(b) The Management Committee shall cause to be posted or emailed, for those who elect to receive their notices by email, to each Member not less than fourteen (14) days before the date fixed for the Annual General Meeting, notice of such meeting and a copy of the report and accounts intended to be presented by or on behalf of the Management Committee at such meeting.

(c) A Special General Meeting of the Members may be called by the Management Committee of its own motion and shall be called on the written request of not less than fifteen (15) Members. All Special General Meetings shall have the same powers as an Annual General Meeting.

(d) All business transacted at a Special General Meeting or an Annual General Meeting shall be deemed special, with the exception, in the case of an Annual General Meeting, of the presentation of the annual report and accounts and the declaration of the result of any ballot for the election of Officers and members of the Management Committee.

(e) Notice of all special business to be considered at any General Meeting of the Club shall be posted in a prominent position in the Club premises not less than fourteen (14) days prior to such

meeting and each Member shall receive not less than fourteen (14) days written or email notice thereof.

(f) The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by any Member entitled to receive such notice, shall not invalidate the proceedings at that meeting.

(g) The quorum for any General Meeting of the Club shall be fifteen (15) Members having the right to vote at such meeting.

(h) All resolutions passed at any meeting of the Club shall be conclusive and binding on all Members whether they shall have been present at such meeting or not, provided that such meeting is held in conformity with the Rules in force in the Club at the time of such meeting.

(i) At any General Meeting the President of the Club shall be the Chairman, or in the absence of the President, one of the Vice Presidents. If neither the President nor any of the Vice Presidents shall be present, then the Chairman shall be such member as the meeting shall elect. The Chairman of the meeting shall have an original and a casting vote at such meeting.

(j) At any General Meeting Senior Members, Life Members, Midweek Tennis Members and Non Playing Members shall have one vote each. Other categories of Members present at such meeting shall not be entitled to vote. Any Member entitled to vote at such meeting may, by writing, appoint any other Member (who shall also be a Member entitled to vote at such meeting) as the Member's proxy to vote for the Member. No Member shall hold more than two proxies.

(k) Except as otherwise provided decisions at any General Meeting shall be decided by simple majority and shall be decided upon by voice, show of hands or, if demanded by five Members personally present, by ballot, and only in the course of a ballot will proxies be admitted.

19. REGISTER OF MEMBERS

A register of Members shall be kept at the registered office of the Club and shall contain the name, address, telephone number (if any) and occupation of all Members and the date of commencement of Membership. The date of commencement of Membership shall be the day payment of the entrance fee and annual subscription is received by the Club following election. The register shall be kept up to date at all times by the Secretary/Manager.

20. COMMON SEAL

The Club shall have a common seal which shall be in the custody of the Secretary/Manager. The seal shall be affixed to such documents as the Management Committee may from time to time direct by and in the presence of two members of the Management Committee. A common seal register shall be kept by the Secretary/Manager.

21. INTERPRETATION OF RULES

The decision of the Management Committee on the interpretation of the matter or thing not contained in these Rules and which pertains to the Club shall be conclusive and binding on all parties until revoked at an Annual General Meeting or Special General Meeting.

22. RULES OF THE GAMES

The rules of the game of tennis as played by the Club shall be those adopted by Tennis New Zealand Incorporated and the rules of the game of squash racquets as played by the Club shall be those adopted by the New Zealand Squash Racquets Association Incorporated.

23. NOTICES

All notices required by these Rules to be given to a Member shall be deemed to have been properly given if sent through the ordinary course of post addressed to the Member at his usual or last known place of business or residence or sent by email, for those who elect to receive their notices by email, at his usual or last known email address.

24. COLOURS

The colours of the Club shall be process blue and rhodamine red.

25. VOLUNTARY DISSOLUTION AND DISPOSAL OF ASSETS

(a) The Club shall be wound up and dissolved by the passing of a resolution to that effect by three quarters of the Members present and eligible to vote at a Special General Meeting called for that purpose. If upon winding up or dissolution of the organisation there remains after the satisfaction of its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the organisation but shall be given or transferred to some other organisation or body with similar objects to the first organisation that also has an income tax exemption or for some other charitable purpose, within New Zealand.

(b) No resolution shall be put to members without a proposal to deal with any ongoing commitments under any lease or hire agreement entered into by the Club, which will be considered by Members in conjunction with the resolution to windup.

26. INDEMNITY

The Officers and Management Committee shall be indemnified from the funds of the Club in respect of any legal proceedings that may be instituted by or against them in the performance or in pursuance of their authorised duties.

27. MEMBERS' PROPERTY

The Club and its employees shall not be responsible for the safety or condition of any sporting equipment, vehicles, clothing or any other personal articles or property belonging to Members or any other person while being used or stored in or left in the Club's premises or playing facilities.

28. ALTERATION OF RULES AND MAKING AN ALTERATION OF BYLAWS

(a) Rules - Procedure

(i) These Rules may be altered, added to, rescinded or otherwise amended by a resolution passed by a three-fourths majority of those present and voting at a General Meeting of Members of which at least fourteen (14) days prior notice has been given

(ii) Every such notice shall set forth the purport of the proposed alteration, addition, rescission or other amendment.

(b) By-laws - Procedure

In addition to the powers of the Management Committee to make by-laws, the Club may by resolution in General Meeting from time to time make, amend, rescind or modify any by-laws which are not inconsistent with the Act or with the Rules of the Club for the purpose of regulating the general conduct of the Club and the Members. The powers to make by-laws shall be subject to the terms of any lease of premises occupied by the Club for its activities.

No addition to or alteration or rescission of the rules shall be approved if it affects the aims, personal benefit clause or the winding up clause. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

29. GENERAL

(a) Copy of Rules and By-laws

A copy of the Rules and any by-laws shall be available for inspection by any Member at any time that the Secretary/Manager is in attendance.

(b) Complaints

No Member shall reprove an employee of the Club. Any complaint concerning the conduct of any employee shall be communicated to the President, or in his absence or unavailability, one of the Vice-Presidents.

(c) Damage to Club Property

No Member shall take away from the Club's premises, or deface, tear or injure any property of the Club. Members breaking or damaging any article the property of the Club shall pay for the same such amount as the Management Committee shall reasonably assess.

(d) Club Premises Hours

The Club's premises shall be open at such times as may from time to time be directed by the Management Committee.

(e) Other Matters

All matters not dealt with by these Rules may be decided by the Management Committee.

(f) Members Bound by Rules

Every Member shall be deemed to agree to be bound by the Rules and bylaws of the Club and the payment of the entrance fee or annual subscription shall be conclusive evidence of such agreement.

(g) Date of Coming Into Force

These Rules shall come into operation on the 27th day of August 2018, subject to the approval of the Registrar of Incorporated Societies, from which date all previous Rules of the Club shall be repealed and cease to have effect PROVIDED HOWEVER that all appointments and elections made and things done and powers exercised under any previous Rules and in force on the coming into operation of these Rules shall endure for the purposes of these Rules as fully and effectually as if made, done or exercised under the corresponding provisions of these Rules.

30. DECLARATION

We declare that:

- we are all current members of the Club; and
- these are the revised rules of the Club; and
- that the alteration to the Rules of the said Club has been made in accordance with the Rules of the said Club;

Signed by:..... Date:.....

Signed by:..... Date:.....

Signed by:..... Date:.....