



**BLUE GUM PARK TENNIS
CLUB INC**

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RULES OF ASSOCIATION

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RULES OF ASSOCIATION

1. NAME

The name of the incorporated association shall be “**BLUE GUM PARK TENNIS CLUB (INC)**”.

2. DEFINITIONS

In these Rules, unless the contrary intention appears:

Act means the *Associations Incorporation Act 2015*;

Annual General Meeting, of the Club, means the annual meeting of the Club that all Members who are entitled to vote are to receive notice of and to attend;

Board of Management or **Board** means the management committee of the Club;

Board meeting means a meeting of the Board of Management;

Board member is a member of the Board of Management;

By-Laws means By-Laws made by the Club in accordance with the Regulations;

Club means the incorporated association to which these rules apply;

Commissioner means the person for the time being designated as the Commissioner under section 153 of the Act;

Financial Records has the meaning given in Section 62 of the Act;

Financial Report has the meaning given in Section 62 of the Act;

Financial Statements has the meaning given in Section 62 of the Act;

Financial Year means a period commencing 1 July and ending 30 June in the following year;

Member means a person who is deemed to be a member of the Club in accordance with the membership categories contained in the Club's By-Laws;

Register of Members means the register of members referred to in section 53 of the Act;

Regulations means the *Incorporated Association Regulations 2016*;

Rules means these Rules of the Club, as in force for the time being;

Secretary means the Board member holding office as the Secretary of the Club;

Special General Meeting means a general meeting of the Club other than the Annual General Meeting;

Special Resolution means a resolution passed by the members at an Annual or Special General Meeting in accordance with section 51 of the Act;

Sub-Committee means a sub-committee appointed by the Board; and

Term means the period of time described in Clause 5.1(e).

3. OBJECTS

The objects of the Club shall be:

- (a) to encourage and assist in the promotion and development of the game of tennis;
- (b) to provide, control and maintain suitable grounds and premises for the playing and practice of the game of tennis;
- (c) to provide and maintain facilities for the overall enjoyment of Members; and

- (d) to apply the property and income of the Club solely towards the promotion of the Objects set out in sub clauses (a), (b) and (c) of this section and no portion shall be distributed directly or indirectly to Members of the Board or the Club except as bona fide compensation for services rendered or expenses incurred on behalf of the Club.

4. POWERS OF THE CLUB

The powers conferred on the Club are the same as those conferred by section 13 of the Act, so that subject to the Act and any additions, exclusions or modifications inserted below, the Club may do all things necessary or convenient for carrying out its objects and purposes, and in particular, may:

- (a) acquire, hold, deal with, and dispose of any real or personal property;
- (b) open and operate bank accounts;
- (c) invest its money;
 - (i) in any security in which trust monies may lawfully be invested; or
 - (ii) in any other manner authorised by these Rules of Association;
- (d) own and operate any other business that the Board of Management deems appropriate;
- (e) borrow money upon such terms and conditions as the Board of Management thinks fit;
- (f) give such security for the discharge of liabilities incurred by the Club as the Board of Management thinks fit; and
- (g) act as trustee and accept and hold real and personal property upon trust, but does not have power to do any act or thing as a trustee that, if done otherwise than as a trustee, would contravene the Act or these Rules of Association of the Club,

5. BOARD OF MANAGEMENT

The Club shall be managed by a Board of Management.

5.1 ELECTION OF BOARD MEMBERS

- (a) The Board of Management shall consist of the following Members:
 - President,
 - Vice President,
 - Director of Business Administration,
 - Director of Finance,
 - Director of Marketing,
 - Director of Facilities,
 - Director of Social Activities,
 - Director of Tennis, and
 - Secretary
- (b) All Board members must be Members of the Club and over the age of 18.
- (c) Board members are elected to the Board at an Annual General Meeting or appointed under Sub Clause 5.1(i).
- (d) Nominations are required either in writing or by verbal proposal to the President or the Secretary prior to the meeting, but the nomination of any person not then present must have been confirmed by their consent. Nominations are subject to the criteria in Clause 5.4.
- (e) Newly elected Board members shall take office immediately after the close of the meeting at which they are elected and hold office until the next Annual General Meeting when all Board positions are declared vacant.

- (f) A Board member may be re-elected.
- (g) A Member who has been President for three (3) consecutive Terms, must, at the expiration of their third Term in office, stand down from that position for a period of at least one (1) Term.
- (h) A vote of no confidence in a particular Board member, passed at a Special General Meeting by a two-thirds majority of those attending and entitled to vote, shall automatically remove that Board member from office.
- (i) In the event of a casual vacancy, the Board of Management is empowered to appoint a Member of the Club to fill that vacancy or delegate the duties amongst the Board of Management until the vacancy is filled.

5.2 DUTIES AND POWERS OF THE BOARD OF MANAGEMENT

- (a) The Board shall be responsible for the general conduct and management of the Club's affairs and exercise of the Club's powers as set out in Clause 4 of these Rules. Without limiting its general powers, but subject to the provision of these Rules, the Board of Management may:
 - (i) construe and interpret these Rules and any Regulations and By-Laws made thereunder and such constructions and interpretations shall be final unless revoked by a resolution carried at an Annual General Meeting or by any court of competent jurisdiction;
 - (ii) appoint agents to transact any business of the Club on its behalf;
 - (iii) enter into any other contract it considers necessary or desirable;
 - (iv) appoint Sub-Committees with such powers as they deem appropriate for carrying out the objects of the Club;
 - (v) draft By-Laws consistent with these Rules of Association and the Act for the general management of the Club and the conduct of its Members, and to alter, amend or rescind such By-Laws as the Board of Management deems appropriate from time to time;
 - (vi) engage and dismiss employees of the Club;
 - (vii) appoint such delegates as the Club is permitted to nominate to attend meetings of the Western Australia Tennis Association Inc trading as Tennis West from time to time; and
 - (viii) when neither the President nor Vice President are present at a properly constituted meeting of the Club, appoint one of their number to act as Chairperson for the purposes of the meeting.
- (b) The Board of Management shall address all matters referred to it by Members in Annual General Meetings.
- (c) Where in the opinion of any three (3) members of the Board of Management any act, matter or thing proposed by the Board of Management is likely to prejudicially affect the interests of the Club, such act, matter or thing shall not be proceeded with until it is approved at a Special General Meeting of the Club.

5.3 MATERIAL PERSONAL INTERESTS OF BOARD MEMBERS

- (a) A Board member who has a material personal interest in a matter being considered at a Board meeting must:
 - (i) as soon as they become aware of that interest, disclose the nature and extent of their interest to the Board; and
 - (ii) disclose the nature and extent of the interest at the next general meeting of the Club.
- (b) A Board member who has a material personal interest in a matter being considered at a meeting of the Board must not be present while the matter is being considered at the meeting or vote on the matter.

- (c) The Secretary must record every disclosure made by a Board member of a material personal interest in the minutes of the Board meeting at which the disclosure is made.
- (d) This rule does not apply in respect of a material personal interest that exists only because the member:
 - (i) is an employee of the Club;
 - (ii) is a Member of a class of persons for whose benefit the Club is established; or
 - (iii) has such an interest in common with all, or a substantial proportion of, the Members of the Club.

5.4 PERSONS WHO ARE INELIGIBLE FOR BOARD MEMBERSHIP

No Member can, without leave of the Commissioner, accept an appointment or act as a member of the Board of the Club if they:

- (a) are bankrupt or their affairs are being administered under insolvency laws;
- (b) have been convicted of an indictable offence in relation to the formation or management of a body corporate in the last 5 years,
- (c) have been convicted of an offence involving fraud or dishonesty punishable by at least 3 months imprisonment in the last 5 years;
- (d) have been convicted of an offence under the Act, where a person has allowed an Association to operate while insolvent in the last 5 years.

5.5 CASUAL VACANCIES IN BOARD MEMBERSHIP

- (a) A casual vacancy occurs in the office of a Board member and that office becomes vacant if the Board member:
 - (i) dies;
 - (ii) resigns by notice in writing delivered to the Chairperson or, if the Board member is the Chairperson, to the Vice-Chairperson and that resignation is accepted by resolution of the Board;
 - (iii) is convicted of a serious criminal offence;
 - (iv) is convicted of an offence under the Act;
 - (v) is permanently incapacitated by mental or physical ill-health;
 - (vi) is absent from more than-
 - (A) 3 consecutive Board meetings; or
 - (B) 3 Board meetings in the same Financial Year without tendering an apology to the person presiding at each of those Board meetings;

of which meetings the Board member received notice, and the Board has resolved to declare the office vacant; or
 - (vii) is the subject of a resolution passed by a general meeting of members terminating their appointment as a Board member.
- (b) The person or their personal representative is, as soon as practicable after their Board membership ceases, to deliver to a member of the Board all of the relevant documents and records they hold pertaining to the management of the Club's affairs.

6. DUTIES AND POWERS OF OFFICE HOLDERS

6.1 PRESIDENT

The President shall:

- (a) preside at all meetings of the Club and, in the event of an equality of votes, have a second or casting vote;
- (b) appoint a returning officer for conducting voting procedures at Annual and Special General Meetings when required;
- (c) be an ex officio member of all subcommittees, and
- (d) where immediate action is required in any matter affecting the policy of, or the interests of the Club, and it is impracticable to refer the matter to the appropriate committee, seek the advice of as many members of the Board of Management as may be practicable and shall act in such manner as the majority of such members approve.

6.2 VICE PRESIDENT

The Vice President shall:

- (a) deputise for the President when required. On such occasions, the Vice President will assume the powers of the President as detailed in Clause 6.1;
- (b) assist the President; and
- (c) carry out such other duties as the Board of Management may direct.

6.3 DIRECTOR OF BUSINESS ADMINISTRATION

The Director of Business Administration shall:

- (a) be responsible for the day to day operations of the club bar, maintenance of the Club's liquor licence, management of the Squash Centre, hire of the Club's facilities, grants and the hire of all tennis courts;
- (b) review and manage the Club's coaching contract;
- (c) prepare the Club's business plans;
- (d) carry out any other duties as the Board of Management may direct.

6.4 DIRECTOR OF FINANCE

The Director of Finance shall:

- (a) oversee the:
 - (i) receipt and acknowledgement of all monies on behalf of the Club;
 - (ii) maintenance of true and accurate accounting records that explain the financial transactions and the financial position of the Club in a manner that can be conveniently and properly audited if required; and
 - (iii) preparation of the annual Financial Statements and Financial Report each year.
- (b) submit to Members at each Annual General Meeting the Financial Report of the Club showing the financial position of the Club at the end of the immediately preceding Financial Year;
- (c) have custody of all securities, books and documents of a financial nature and accounting records of the Club;
- (d) ensure all Financial Records are kept for a minimum of five (5) years;
- (e) examine and report to the Board of Management at each Board meeting on the Financial Statements for the Financial Year to date and all expenditures in the relevant period;

- (f) prepare budgets within the framework of the business plans formulated by the Board of Management; and
- (g) carry out any other such duties as the Board of Management may direct.

6.5 DIRECTOR OF MARKETING

The Director of Marketing shall:

- (a) be responsible for the Club's marketing and promotional activities;
- (b) manage sponsorships opportunities;
- (c) develop and oversee all club communications including website and other media; and
- (d) carry out other duties as the Board of Management may direct.

6.6 DIRECTOR OF FACILITIES

The Director of Facilities shall:

- (a) be responsible for the upkeep and maintenance of all buildings, playing surfaces, equipment and other material assets of the Club;
- (b) review and manage the grass court maintenance contract; and
- (c) carry out such other duties as directed by the Board of Management.

6.7 DIRECTOR OF SOCIAL ACTIVITIES

The Director of Social Activities shall:

- (a) be responsible for the conduct, co-ordination and integration of all social activities of the Club; and
- (b) carry out any other such duties as the Board of Management may direct.

6.8 DIRECTOR OF TENNIS

The Director of Tennis shall:

- (a) be responsible for the appointment of the Club Captains and Club Shield Co-ordinators;
- (b) organise and manage tournaments and Shield selection;
- (c) manage play on the Club's courts; and
- (d) carry out any other such duties as the Board of Management may direct.

6.9 SECRETARY

Subject to direction by the Board of Management, the Secretary shall:

- (a) deal with the Club correspondence;
- (b) take and maintain Minutes as a record of all business transacted at the Board of Management meetings and if required, other Sub-Committee meetings;
- (c) maintain membership records;
- (d) maintain a record of Board members;
- (e) be responsible for the safe custody of the Club's documents including contracts and Club correspondence;
- (f) ensure an up to date copy of the Rules of Association is maintained on the Club's website for Members or prospective Members to reference; and
- (g) carry out any other such duties as the Board of Management may direct.

7. MEMBERSHIP

- (a) Membership categories of the Club and their associated benefits shall be determined by the Board of Management and as set out in the Club's By-Laws.
- (b) A person who wishes to become a Member must apply in writing by completing the Club's membership application form.
- (c) Every candidate for membership is to be proposed and seconded by a current Member.
- (d) Applications shall be subject to approval by the Board of Management.
- (e) The Board may delay its consideration of an application if it considers that any matter relating to the application needs to be clarified by the applicant or that the applicant needs to provide further information in support of their application.
- (f) The Membership Year shall commence on the first day of October in each year.

8. SUBSCRIPTIONS AND FEES

- (a) Subscription fees for each category of membership shall be determined by the Board of Management.
- (b) Annual membership fees shall fall due for renewal on 1 October.
- (c) Each Member must pay to the Club, on or before 1 October or such other date the Board from time to time determines, the amount of the subscription determined under Sub Clause 8 (a).
- (d) If payment is not made on or before the determined date, continuance of membership shall be at the discretion of the Board of Management PROVIDED THAT in circumstances where it shall be brought to the notice of the Board of Management the enforcement of this provision will cause undue hardship to a person desiring to remain a Member of the Club, the Board of Management may, in its discretion, extend the time for payment of the subscription due or remit the whole or part of such a subscription.
- (e) The Board of Management may also discharge, remit or waive any fees of any Member for services rendered to the Club. No particular case is to be taken as a precedent in accordance with which the Board of Management is obliged to act in any other case.

9. TERMINATION OF CLUB MEMBERSHIP

Membership of the Club may be terminated upon:

- (a) receipt by the Secretary or a Board member of a notice in writing from a Member of their resignation from the Club. The Member remains liable to pay to the Club the amount of any subscription due and payable by that person to the Club but unpaid at the date of the termination of their membership; or
- (b) non-payment by a Member of their subscription within one (1) month of the date fixed by the Board for subscriptions to be paid, unless the Board decides otherwise in accordance with Sub Clause 8(d); or
- (c) expulsion of a Member in accordance with Clause 10.

10. SUSPENSION OR EXPULSION OF CLUB MEMBERS

The Board of Management may:

- (a) suspend, expel or otherwise deal with any Member whose conduct, in the reasonable opinion of the Board of Management, is:
 - (i) unworthy of a Club Member,

- (ii) detrimental to the interests of the Club; or
 - (iii) has breached a By-Law of the Club.
- (b) The decision of the Board of Management in any case shall be final unless revoked or varied by a Special Board Meeting called for the purpose and held within one (1) month after notice of such decision shall have been delivered in writing, or by a court of competent jurisdiction.
 - (c) The Special Board Meeting referred to in Clause 10 (b) shall only be convened if the Member concerned gives to the Secretary, within seven (7) days of the delivery of the notice of the Board's decision to suspend, expel or otherwise deal with the Member, notice of their intention to appeal against the decision.
 - (d) The Board, having afforded the Member concerned a reasonable opportunity to be heard by, or to make representations in writing to the Board, shall communicate their final decision in writing to the Member.

11. CLUB REGISTERS

11.1 MEMBERSHIP RECORDS

- (a) The Club shall maintain a Register of Members and record any changes within 28 days of the change occurring.
- (b) The Register of Members must include each Member's name and a residential, postal or email address.
- (c) The Register of Members is to be kept in a secure location.

11.2 BOARD MEMBERS

The Club shall maintain a record of the names and addresses of the Club's Board members and the register of these members is to be kept in a secure location.

11.3 INSPECTION OF REGISTERS

- (a) A Member is entitled to inspect the registers free of charge and may make a copy of, or take an extract from a register, subject to the Member providing a statutory declaration to the Board setting out the purpose for their request.
- (b) A Member must not use or disclose information in the Registers of Members unless it is directly connected with the affairs of the Club or related to the administration of the Act.
- (c) The Board reserves the right to decline a Member's request if the purpose is deemed inappropriate or not directly connected with the affairs or in the best interests of the Club.

12. MEETINGS

12.1 BOARD OF MANAGEMENT MEETINGS

- (a) The Board shall meet no less than 5 times in each Financial Year.
- (b) A minimum of fourteen (14) days notice of a Board of Management meeting shall be given to Board members.
- (c) The presence of a Board member at a Board meeting need not be by attendance in person but may be by teleconference or other means of simultaneous communication.
- (d) In instances where decisions are required within a short timeframe and it is not feasible or practical to convene a Board meeting, special approvals may be obtained from Board members via electronic communication and subsequently documented and ratified at the next Board meeting.

12.2 ANNUAL GENERAL MEETINGS

- (a) The Board may determine the date, time and place of the Annual General Meeting of the Club, provided that it is no later than 4 months after the end of the Club's Financial Year.
- (b) Twenty One (21) days notice of the Annual General Meeting shall be given by the Secretary to each Member entitled to vote and a copy posted on the general notice board of the Club.

12.3 SPECIAL GENERAL MEETINGS

- (a) The President or the Board of Management may at any time or, if requested to do so by 20% of Members entitled to vote at the Annual General Meetings of the Club, convene a Special General Meeting of the Club to deal with any business for which such meeting has been convened, but no other business.
- (b) The request for the Special General Meeting shall be made in writing, state specifically the business to be transacted at the meeting and be signed by the Members requesting the meeting to be held.
- (c) Twenty one (21) days notice of any Special General Meeting shall be given by the Secretary to each Member entitled to vote and a copy posted on the general notice board of the Club.

12.4 QUORUM

- (a) At all Annual and Special General Meetings of the Club, twenty five (25) Members entitled to vote shall form a quorum.
- (b) At meetings of the Board of Management, a majority of the Board shall form a quorum.
- (c) At meetings of all other Sub-Committees of the Club, a majority of the Members entitled to be present shall form a quorum.
- (d) If there shall not be a quorum present within thirty (30) minutes after the time fixed for the meeting, the meeting shall be adjourned to a time and date to be fixed by those present, and notice of such adjournment shall be sent to the Members entitled to be present at that meeting in accordance with these Rules.
- (e) If, at the adjourned meeting, there shall not be a quorum present, the Members present shall hold the meeting as if a quorum were present.

12.5 VOTING RIGHTS

- (a) All the Board members and Members of the Club who are entitled to vote, shall also be entitled to speak at all meetings at which they are entitled to be present.
- (b) A Member may appoint in writing another Member to be the proxy of the appointing Member and to attend, and vote on their behalf at any general meeting.
- (c) Voting may be taken on the voices or a show of hands but if so required by five (5) Members, the vote shall be taken by ballot.

12.6 ORDER OF BUSINESS

- (a) At the Annual General Meeting the order of business, unless otherwise determined by the Board of Management, shall be as follows:
 - (i) Apologies;
 - (ii) Minutes and confirmation thereof;
 - (iii) Questions and business arising from these Minutes;
 - (iv) Correspondence;
 - (v) Annual Report of the President;
 - (vi) Financial Report of the Director of Finance;

- (vii) Election of Board Members;
 - (viii) Motions; and
 - (ix) General Business.
- (b) At the meetings of the Board of Management and Sub-Committees of the Club, the order of business shall be determined by the Chairperson.

12.7 STANDING ORDERS

- (a) No motion can be moved at an Annual General Meeting or Special General Meeting unless a notice of motion has been submitted by the relevant Member.
- (b) Members giving notice of motion shall submit a copy in writing to the Secretary together with their name, at least fourteen (14) days prior to the meeting date proposed for bringing on such a motion.
- (c) No motion entered on the notice paper shall be proceeded with unless the Member who has given such notice or some other authorised person is present when the motion is called. Motions not proceeded with shall be struck out.
- (d) Any motion not seconded shall not be further debated and shall lapse.
- (e) As soon as a debate on a question concludes, the Chairperson shall put the question to the meeting and a vote taken on it.
- (f) The question on being put shall be resolved in the affirmative or negative on the voices or when a show of hands or ballot is called for by a simple majority of the Members present and entitled to vote.
- (g) Any question proposed, may be amended by leaving out, substituting or adding words, but no amendment that amounts to a direct negative shall be accepted by the Chairperson.
- (h) When an amendment is declared carried, it shall take the place of the original motion. A further amendment can then be proposed until the question is finally decided.
- (i) If a case should arise not provided for in these Standing Orders, the same shall be decided in accordance with the Standing Orders in practice in the Legislature of Western Australia.

12.8 SUSPENSION OF STANDING ORDERS

It shall be lawful for a majority of the Members present and entitled to vote at any meeting to suspend any Standing Order, provided the object of such suspension shall not be the rescinding of any resolution previously carried.

12.9 ORDER OF DEBATE

- (a) Any Member desiring to propose a motion or amendment, or to discuss any matter under consideration, must wait until called by the Chairperson, then rise and address the Chairperson.
- (b) Members shall not be interrupted when speaking, unless called to order, when they shall sit down and the Member so calling to order shall be heard in preference to any other speaker and the Chairperson shall then decide, without discussion, upon the point of order before the subject is resumed or any other subject entered upon.
- (c) Any Member dissatisfied with the ruling of the Chairperson may dissent from such a ruling provided the dissent is seconded. In cases of dissent from the ruling of the Chairperson the question shall be as follows:
“Shall the ruling of the Chairperson stand?”
- (d) The only persons entitled to speak on the question shall be the mover of the question and the Chairperson, and then the question shall be put.

- (e) No Member shall speak to any motion or amendment after the same has been put to the meeting by the Chairperson and has been voted upon.
- (f) When two or more Members rise to speak the Chairperson shall call upon the Member who, in the Chairperson's opinion, rose first.
- (g) The mover and seconder of any motion or amendment shall be held to have spoken to the same. In the discussion no Member shall be allowed to speak more than once except strictly in explanation or in contradiction of a misstatement, but the mover of the original motion shall have the right to reply before the discussion is concluded.
- (h) When speaking, Members must confine their remarks to the subject under debate and avoid personalities. They shall not use any discourteous language or reflect on any Member.

12.10 RESCISSION OF RESOLUTION

No resolution passed at any meeting shall be rescinded except after the Notice of Motion given in accordance with Clause 12.7.

13. DISPUTES AND MEDIATION

13.1 HOW THE GRIEVANCE PROCESS IS STARTED

- (a) The procedure set out in this section applies to disputes:
 - (i) between Members; or
 - (ii) between one or more Members and the Club.
- (b) The parties to a dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.
- (c) 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 Secretary of:
 - (i) the parties to the dispute; and
 - (ii) the matters that are the subject of the dispute.
- (d) Within 28 days after the Secretary is given the notice, a Board meeting must be convened to consider and determine the dispute.
- (e) The Secretary 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.
- (f) The notice given to each party to the dispute must state —
 - (i) when and where the Board meeting is to be held; and
 - (ii) that the party, or the party's representative, 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.
- (g) If the dispute is between one or more Members and the Club, and any party to the dispute gives written notice to the Secretary stating that the party does not agree to the dispute being determined by the Board, and the party requests the appointment of a mediator, the Board must not determine the dispute.

13.2 DETERMINATION OF DISPUTE BY THE BOARD

- (a) 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.
- (b) A party to the dispute may, within 14 days after receiving notice of the Board's determination, give written notice to the Secretary requesting the appointment of a mediator.

- (c) If such written notice is given, each party to the dispute is a party to the mediation.

13.3 APPOINTMENT OF A MEDIATOR

- (a) The mediator must be-
- (i) a person chosen by agreement between the parties; or
 - (ii) in the absence of agreement-
 - (A) in the case of a dispute between a Member and another Member, a person appointed by the Board;
 - (B) in the case of a dispute between a Member and the Club, a person who is a mediator appointed to, or employed with, a not for profit organisation.
- (b) A Member of the Club can be a mediator.
- (c) The mediator cannot be a Member who is a party to the dispute.
- (d) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (e) The mediator, in conducting the mediation, must-
- (i) give the parties to the mediation process every opportunity to be heard;
 - (ii) allow due consideration by all parties of any written statement submitted by any party; and
 - (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (f) The mediator must not determine the dispute.
- (g) The mediation must be confidential and without prejudice.
- (h) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.
- (i) The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

14. ALTERATION OF RULES OF ASSOCIATION

- (a) No new Rule of Association shall be adopted and no existing Rule shall be repealed or amended except by a Special Resolution of a three-quarter majority of Members, entitled to vote, and are present at an Annual General Meeting or Special General Meeting called for the purpose.
- (b) Particulars shall be given of such repeal, new Rule or amendment of an existing Rule in the notice convening the meeting and by posting the same on the general notice board of the Club, at the time when such notice is given keeping the same posted until the conclusion of such meeting.
- (c) As soon as it is practicable after the making of any proposal for a change to the Rules of Association, the Secretary shall:
- (i) provide to the Director of Liquor Licensing certified particulars of the change proposed. No effect will be given to the change without the prior approval of the Director; and
 - (ii) lodge the updated Rules of Association with the relevant Government Department responsible for administering the Act, setting out particulars of the alteration together with a certificate given by the Board of Management certifying that the resolution was duly passed and as so altered conforms to the requirements of the Act.

15. BY-LAWS AND REGULATIONS

- (a) The Board of Management may formulate, issue, adopt, interpret and amend the Club's By-Laws or Regulations for the proper advancement, management and administration of the Club as it thinks necessary or desirable from time to time.
- (b) The Club adopts all By-Laws of Tennis Australia and Tennis West, as amended from time to time, as the By-Laws of Blue Gum Park Tennis Club (Inc).
- (c) A copy of the Club's By-Laws and any Regulations shall be posted on the general notice board of the Club and the Club's website.

16. HONORARIA

Such honoraria shall be made, given or paid, as are determined by the Board of Management from time to time.

17. DISSOLUTION OF THE CLUB

- (a) If upon the winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the Members or former Members.
- (b) The surplus property must be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by resolution of the Members.