



CRUISING YACHT CLUB OF SA INC

CONSTITUTION AND RULES

(Incorporating amendments made 23 August 2017)

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PART ONE – NAME OBJECTS AND POWERS

1. Name

The name of the Club shall be The Cruising Yacht Club of South Australia Inc (in these rules called “the Club”).

2. Objects

The objects for which the Club is formed are:

- 2.1. to encourage and promote within the greater community the sports of yachting, fishing, power boating, sea and ocean cruising and such other sports and games as the Club may consider appropriate;
- 2.2. to encourage competitive yachting by the support and promotion of competitive racing including regattas and the giving of prizes and by any other means which may from time to time be determined by the Club;
- 2.3. to provide, develop and maintain mooring and hardstanding facilities as the Club may determine from time to time and to grant licences to occupy such mooring and hardstanding facilities to Senior Members, Life Members and Berth Licensee Members of the Club and to accept surrenders of such licences;
- 2.4. to provide and maintain club houses and other buildings and any other things, facilities and services which the Club may from time to time decide upon to encourage such sports and for the use, benefit and enjoyment of the Club members and the public;
- 2.5. to provide education coaching and youth development programs to encourage participation and achievement in such sports;
- 2.6. to attain any of the objects of the Club by entering into any arrangement with or by co-operating with or by entering into a joint venture with any person, body corporate, trust, statutory or other authority or Government and to apply for and obtain from any Government or authority any rights, privileges, concessions, leases, permits and licences which the Club may

consider necessary or convenient and to carry out, exercise, and comply with any such arrangements, rights, privileges, concessions, leases, permits and licences;

- 2.7. to invest and deal with the money of the Club in such manner as may from time to time be thought fit and to take or otherwise acquire and hold shares, debentures or other securities;
- 2.8. to lend and advance money or give credit to any person or incorporated body and to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or incorporated body and to secure or undertake in any way the repayment of moneys lent or advances to or the liabilities incurred by any person or incorporated body or otherwise to assist any person or incorporated body;
- 2.9. to borrow or raise money in such manner as the Board may think fit and to secure the repayment of the same or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Club in any way and to issue perpetual or other debentures charged upon any or all of the Club's property both present and future and to purchase, redeem, accept the release of or pay off any such securities;
- 2.10. to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Board may think necessary or convenient and in particular any land, buildings, easements, machinery and plant;
- 2.11. to draw, make, accept, endorse, discount, execute and issue promissory notes, bill of exchange, bills of lading or other negotiable or transferable interests;
- 2.12. to apply for, promote and obtain any statute, order, regulation or other authorisation or enactment which may seem calculated directly or indirectly to benefit the Club, and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Club's interests;

- 2.13. to sell, manage, develop, exchange, lease, dispose of, provide services using, turn to account or otherwise deal with all or any part of the property and rights of the Club;
- 2.14. to apply for, obtain and renew from time to time a licence or licences, a permit or permits, an authorisation or authorisations, a consent or consents or any one or more of them under the Liquor Licensing Act 1997 or any other law or laws for the time being in force in the State of South Australia relating to the supply of intoxicating liquor; and
- 2.15. to do all such other things as are incidental or conducive to the attainment of these objects.

3. Powers

To carry out its object the Club shall have power:

- 3.1. to acquire, hold, deal with and dispose of, any real or personal property;
- 3.2. to administer any property on trust;
- 3.3. to open and operate accounts with an approved deposit taking institution;
- 3.4. to invest its moneys:
 - 3.4.1. in any security in which trust moneys may by Act of Parliament be invested; or
 - 3.4.2. in any other manner authorised by the rules of the Club;
- 3.5. to borrow money upon such terms and conditions as the Club thinks fit;
- 3.6. to give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- 3.7. to appoint agents to transact any business of the Club on its behalf; and
- 3.8. to enter into any other contract it considers necessary or desirable.

PART TWO – CONSITUTION AND MEMBERS

4. Constitution

4.1 The Club shall consist of the following classes of members:

4.1.1 Senior Members;

4.1.2 Members- Non Racing;

4.1.3 Racing Members;

4.1.4 Associate Members

4.1.5 Youth Members;

4.1.6 Life Members;

4.1.7 Honorary Members;

4.1.8 Temporary Members;

4.1.9 Casual Members;

4.1.10 Corporate Members; and

4.1.11 Berth Licensee Members

who shall have the rights, powers, obligations and liabilities set out in these rules, or subject thereto, as determined by the Board.

4.2 The Board may from time to time declare separate categories within a class of members and subject to these rules and the rights, powers, obligations and liabilities of that class of members shall declare additional rights, powers, obligations and liabilities for that category of members.

5. Classes of Members and Their Rights

5.1. Voting Rights

Senior Members shall be the only class of members to have voting rights at any general meeting of the Club.

5.2. Privileges of Each Class of Membership

In addition to the matters set out in these rules, the Board may from time to time determine the privileges to be enjoyed by each class of members.

5.3. Senior Members

Senior Members shall be persons who have

5.3.1. been elected as Senior Members, and

5.3.2. attained the age of 18 years.

5.4. Members - Non Racing

Members- Non Racing shall be persons who have been elected as Members- Non Racing and have attained the age of 18 years.

5.5. Racing Members

Racing Members shall be persons who have attained the age of eighteen (18) years and who crew vessels taking part in events conducted by the Racing Association.

5.6. Associate Members

Associate Members shall be the spouse of a Senior Member, a Member- Non Racing or a Racing Member, but shall not be a person who crews a vessel or vessels taking part in events conducted by the Racing Association.

5.7. Youth Members

Youth Members shall be persons under the age of 21 years.

5.8. Life Members

- 5.8.1. Prior to the Annual General Meeting in each year the Board may nominate not more than two persons for Life Membership by reason of exceptional services to the Club.
- 5.8.2. Notice of such nomination shall be conspicuously displayed on the Club premises for at least fourteen (14) days prior to the Annual General Meeting.
- 5.8.3. The person or persons so nominated shall become a Life Member upon a resolution to that effect being carried by two thirds of the Members present and entitled to vote at the Annual General Meeting.
- 5.8.4. Life Members shall not pay any annual subscription but otherwise shall have the same rights as a Senior Member.

5.9. Honorary Members

- 5.9.1. The Board may from time to time grant Honorary Membership of the Club to any person. Subject to these rules the qualifications required for and the conditions applicable to the position of Honorary Member shall be as decided by the Board from time to time.
- 5.9.2. A person appointed as an Honorary Member shall not be entitled to vote at any general meetings of the Club or to hold any office.
- 5.9.3. Appointment as an Honorary Member may be terminated at any time by the Board without giving any reason for such action.
- 5.9.4. Honorary Members shall not pay any annual subscriptions.

5.10. Temporary Members

Temporary Members shall be members and officials of kindred yachting, boating or sailing clubs affiliated with the Australian Yachting Federation or the International Yacht Racing Union engaged in any regatta or

yachting series organised by the Club and shall be members for the period of the regatta or yachting series. A Temporary Member shall not be entitled to introduce a visitor to the Club premises.

5.11. Casual Members

5.11.1. Casual Members shall;-

5.11.1.1. be persons who have attained the age of 18 years;
and

5.11.1.2. be members for such term (not exceeding three calendar months) as may be determined by the Board.

5.11.1.3. The Board shall from time to time determine the circumstances in which casual members are admitted.

5.12. Corporate Members

The Board may from time to time grant Corporate Membership of the Club to any organisation or corporation.

5.13. Berth Licensee Members

5.13.1. Berth Licensee Members shall have a Sponsoring Senior Member who shall have such obligations as the Board determines.

5.13.2. If the Sponsoring Senior Member ceases to be a Senior Member of the Club or ceases to be the sponsor of such Berth Licensee Member, then the Berth Licensee Member shall cease to be a member of the Club unless the Berth Licensee Member shall immediately appoint another Senior Member to be its or their Sponsoring Senior Member.

5.14. **Interpretation**

In these rules unless the context otherwise requires;-

5.14.1. “**spouse**” includes another adult living at the same address as the Member.

5.14.2 If the Board declares a Family category for Senior Members, Members-Non Racing, or Racing Members which entitles such member to nominate an Associate Member and Youth Member, such Associate Member or Youth Member shall cease to be a member when the Senior Member, Member or Racing Member ceases to be such a member.

6. **Admission of Members**

6.1. Every candidate applying for admission to any class of membership (other than Life Member, Honorary Member, Temporary Member or Casual Member) shall be proposed by a Senior Member and seconded by another Senior Member, both of whom shall be personally acquainted with the candidate and shall vouch for his or her fitness for membership.

6.2. Applications must be on the forms provided by the Club and must be signed by the proposer and seconder.

6.3. The candidate must also sign the application, giving all particulars required by the Club and undertaking to be bound, if elected by the rules and by laws of the Club.

6.4. Applicants for Casual Membership must sign the application giving all particulars required by the Club and undertaking to be bound, if elected, by the rules and by laws of the Club.

6.5. Applications shall be submitted to the Chief Executive Officer. The Board may delegate the admission of Casual Members and Temporary Members to the Chief Executive Officer.

6.6. Subject to Clause 6.5 the Chief Executive Officer shall place before the Board at the next convenient Board Meeting after the application is received all applications for admission to any class of membership (other

than applications for Senior Membership) and the Board shall either at that meeting or at a subsequent meeting admit or reject the candidate.

6.7. The Chief Executive Officer shall within four weeks of receiving an application for Senior Membership (including a transfer from any other category of membership).

6.7.1. post and keep posted for at least 14 days before the election on the notice board in the Club house, and

6.7.2. send by post, email or other electronic means to each Senior Member of the Club the name and address of each candidate for Senior Membership and the name of his or her proposer and seconder.

6.7.3. The Chief Executive Officer shall submit every proposal for Senior Membership to the Board at the next meeting following the expiration of 4 weeks from the date the notice is sent to each Senior Member pursuant to Rule 6.7.2 and at such meeting the Board shall consider the application of the candidate. The Board shall either at that meeting at a subsequent meeting admit or reject the candidate.

6.7.4. The admission of a candidate as a member of the class applied for shall be determined by a majority of the members of the Board present and voting and if so desired by any member of the Board the voting shall be by ballot. A record shall be kept by the Chief Executive Officer of the number of Board Members voting.

6.7.5. The Chief Executive Officer shall send immediately to each newly admitted member (other than a Casual Member or a Temporary Member).

6.7.5.1. written notice of his or her admission, and

6.7.5.2. a copy of these rules.

6.7.6. The newly admitted member shall become a member of the Club upon payment of his or her entrance fee and first subscription.

7. Entrance Fees and Subscriptions

- 7.1. The Board shall determine from time to time the entrance fee and annual subscriptions payable by each class of members (other than Life Members and Honorary Members). The Board may determine from time to time the scale of fees payable by the different categories of members within each class of members.
- 7.2. All annual subscriptions shall be payable in advance on 1st June in each year.
- 7.3. A member whose subscription is not paid by 31st July in any year shall be notified thereof in writing and if not paid by 31st August in that year his or her subscription shall be deemed to be in arrears and at the discretion of the Board he or she may cease to be entitled to use the Club-house or to enjoy any of the privileges of the Club as long as his or her subscription shall remain in arrear.
- 7.4. If a member's subscription, is not paid by 31st October in the same year, the Board may in its discretion terminate his or her membership of the Club, but the Board may at any time when there is a vacancy in the Club membership readmit the former member upon receiving an explanation satisfactory to the Board and payment of all arrears of subscription then due.

8. Retirement and Death of Members

- 8.1. A member may retire from membership at any time by giving the Chief Executive Officer written notice thereof.
- 8.2. A member retiring under this rule shall remain liable for all liabilities and debts which he or she has incurred or owes the Club at the time of retirement including any unpaid subscription for the then current year.
- 8.3. When a Senior Member retires from membership:
 - 8.3.1. he shall forthwith cease to be entitled to hold the combined assets comprising units in the Unit Trust and the licence to use a marina berth or the licence to use a hardstanding berth;

- 8.3.2. he shall within the three months of the date of his retirement or such longer period as the Board may allow sell the combined asset or assets which he holds to another Senior Member, Life Member or Berth Licensee Member of the Club;
 - 8.3.3. the Board may appoint the Club's solicitor to sell the combined asset or combined assets on the retiring Member's behalf in exercise of the power of sale contained in the marina or hardstanding licence if the Senior Member does not sell the combined asset or combined assets as required by Rule 8.3.2; and
 - 8.3.4. the Club may obtain a valuation from a licensed valuer of the combined asset or combined assets, at the cost and expense of the retiring Member to assist in determining the price at which the combined asset or combined assets may be sold.
- 8.4. On the death of a Senior Member holding a combined asset or combined assets:
- 8.4.1. his personal representatives shall have three months or such longer period as the Board may allow in which to transfer the combined asset or assets to a Senior Member, Life Member or Berth Licensee Member of the Club or to sell the combined asset or assets to another Senior Member, Life Member or Berth Licensee Member of the Club;
 - 8.4.2. if the personal representatives have not effected a transfer or sale of the combined asset or combined assets within the three month period or within such longer period as the Board may allow, then either:
 - 8.4.2.1. the personal representative shall apply to become a Senior Member or Senior Members of the Club, or
 - 8.4.2.2. the Board may appoint the Club's solicitor to sell the combined asset or combined assets on the personal representative' behalf in exercise of the power of sale

contained in the marina or hardstanding licence; and

8.4.2.3. the Club may obtain a valuation from a licensed valuer of the combined asset or assets at the cost and expense of the personal representatives to assist in determining the price at which the combined asset or assets may be sold.

9. Disciplinary Action

9.1. On joining the Club every member shall for all purposes be deemed to have undertaken to comply with these rules or any amendment thereto from time to time in force.

9.2. Any breach of these rules or by-laws by a member (in this Rule 9 called “the Member”) or any conduct determined by the Board to be unworthy of a member shall render a member liable for disciplinary action whether such behaviour occurs on the Club premises or as a member of the Club outside Club premises.

9.3. If

9.3.1. a complaint is received by the Board concerning a Member, and

9.3.2. the Board considers that such complaint should be investigated the Board shall appoint a committee of 4 members of the Club (in this Rule 9 called “the Committee”) other than the member making the complaint and the Member. The Chief Executive Officer shall be a member of the Committee unless the President otherwise directs. The Board shall also nominate one of the Committee as its Chairman.

9.4. The Committee must inquire into the alleged conduct of the Member and report to the Board as soon as practicable.

9.5. The Committee will make a copy of the information it receives available to the Member before reporting to the Board and will submit to the Board in writing any representations the Member may make.

- 9.6. The Board:
- 9.6.1. will appoint a time and place at which the Member may attend and make such further oral representations as the Member considers appropriate;
 - 9.6.2. will give to the Member not less than seven days written notice of such time and place; and
 - 9.6.3. can conduct such further enquiries and request further submissions as it considers appropriate.
- 9.7. At the conclusion of the representations (if any) which the Member wishes to make, the Board will consider the matter in the absence of the Member and may adjourn those considerations from time to time to such time and place as the Board thinks fit.
- 9.8. If the Board considers that the Member's conduct:
- 9.8.1. has been a failure to comply with these rules; or
 - 9.8.2. has been conduct unworthy of a member of the Club,
- the Board may determine the appropriate disciplinary action or measures to be taken.
- 9.9. The Board will notify the Member in writing of its determination. The determination may be:-
- 9.9.1. expulsion from the Club; or
 - 9.9.2. suspension from specific rights and privileges enjoyed by the Member; or
 - 9.9.3. the payment of a fine by the Member of no more than 50% of the annual membership fee for that Member, or

9.9.4. such other disciplinary measures as the Board in its absolute discretion determines.

9.10. The expulsion, suspension or other disciplinary measure shall come into effect immediately on the Board forwarding notification of its determination to the Member.

9.11. If the Board determines that the Member is to be expelled or suspended from the Club or its activities, the Member shall remain liable for all amounts and fees accrued due to the Club to the date of expulsion or suspension including any unpaid subscription for the current year.

9.12. If the Board determines to expel the Member

9.12.1. any rights or claims of the Member upon the Club or its property shall immediately cease;

9.12.2. the Member's entitlement to hold a licence to occupy a berth at any of the Club's marinas or to use a hardstanding berth on the Club's premises and to hold units in the Unit Trust shall immediately determine and the Club may, in accordance with Rule 8.3 sell such licence and such units on the Member's behalf in exercise of the power of sale contained in such licence.

9.13. If the Board determines to suspend the Member's membership or to prohibit the member's attendance upon Club property or at Club functions then any rights or claims of the Member shall to the extent of such determination cease or be suspended.

9.14. The Board may make alter and repeal by-laws to further detail procedures for dealing with complaints and disciplinary matters.

10. Member's Address

Every member shall notify the Chief Executive Officer of his or her address (including email address, if any) and of any change of address and all notices required by

these rules or any by-law to be sent or given to members shall be deemed to have been duly sent or given if sent to such address.

11. Bankruptcy etc of Members

11.1. If any member shall be declared a bankrupt or shall make any composition or arrangement with his or her creditors under the provisions of any statute he or she shall be liable to be expelled by a resolution of the Board provided that;-

11.1.1. at least two (2) weeks before the meeting at which such resolution is passed, he or she shall have been given notice of the meeting and the intended resolution for his or her expulsion; and

11.1.2. the member shall at such meeting and before the passing of such resolution have had an opportunity to give orally or in writing any explanation or defence the member thinks fit.

11.2. A member expelled under this rule shall forfeit all right in and claim upon the Club and its property and the provisions of Rule 8.4 shall apply as if the Member died.

PART THREE - MANAGEMENT

12. Management

12.1. The Club shall be managed by a Board of Management (in these rules called “the Board”) of seven members (in these rules called “Board Members”) who shall:

12.1.1. be Senior Members of Club;

12.1.2. be elected at the Annual General Meeting; and

12.1.3. hold office until the next succeeding Annual General Meeting.

12.2. The Board shall have in addition to the powers specifically conferred on it by these rules:

12.2.1. control of the finances of the Club;

12.2.2. power to engage, control and dismiss the Club’s employees; and

12.2.3. all the administrative powers required to properly carry out the Club’s objects in accordance with these rules.

13. Election of the Board

13.1. Board Members Retire Annually

All Board Members shall retire at the Annual General Meeting each year effective as at the conclusion of such meeting but shall be eligible for re-election.

13.2. Nomination

13.2.1. All Candidates for election to the Board shall deliver their written nomination to the Chief Executive Officer not less than twenty eight (28) days before the date on which the Annual General Meeting is to be held.

13.2.2. In this Rule 13 the expression “Candidate” shall mean a financial Senior Member who has been nominated in writing by a financial Senior Member (other than the Candidate), whose nomination has been seconded by another financial Senior Member (other than

the Candidate) and who has verified in writing his or her acceptance of the nomination.

13.3. Chief Executive Officer to Send Ballot Papers

13.3.1. If there are more candidates than there are vacancies to be filled, the Chief Executive Officer shall within fourteen (14) days of the closure of nominations post to every Senior Member a ballot paper together with an envelope marked "Ballot Paper".

13.3.2. Each ballot paper shall contain the full names of the candidates in alphabetical order and every ballot paper shall be initialed by the Chief Executive Officer.

13.3.3. The envelope marked "Ballot Paper" shall contain a detachable counterfoil slip on which there is space for inserting the member's name, the member's address and the member's signature.

13.3.4. In the event of a poll the envelope marked "Ballot Paper" shall in addition to the detachable counterfoil slip contain a space for inserting the number of units which the Senior Member (or the Berth Licensee Member for which that Senior Member is the Sponsoring Senior Member) holds in the Cruising Yacht Club of South Australia Unit Trust (in these rules called "the Unit Trust").

13.4. Senior Members May Require Election by Poll

13.4.1. The election shall be conducted by poll if, within four (4) days after nominations close at least ten (10) financial Senior Members so require by written notice delivered to the Chief Executive Officer.

13.4.2. Such an election shall be conducted in accordance with these rules but otherwise in such manner as the President directs.

13.5. Senior Members Voting Entitlement

13.5.1. Every Senior Member shall be entitled to vote for as many candidates as there are vacancies to be filled and no more. If the election is not being conducted by a poll each Senior Member shall have one vote for each Candidate voted for by that Member.

13.5.2. On a poll each Senior Member shall have for each candidate for whom that member votes pursuant to Rule 13.5.1 one vote for each unit in the Unit Trust of which that member is the Registered Holder.

13.5.3. On a poll the Sponsoring Senior Member of a Berth Licensee Member shall have, for each candidate for whom that Senior Member votes pursuant to Rule 13.5.1, one vote for each unit in the Unit Trust of which the Berth Licensee Member is the Registered Holder. The Berth Licensee Member shall not have any vote.

13.6. Member to Complete Ballot Paper and Send to Auditor

13.6.1. Completed ballot papers must be placed in the envelope marked "Ballot Paper" provided for that purpose.

13.6.2. The Member shall write on the detachable counterfoil slip of the envelope marked "Ballot Paper" the Member's name, the Member's address and the Member's signature.

13.6.3. If the ballot is conducted as a poll, the Member shall write the number of units which the Member and any Berth Licensee Member for which the Member is the Sponsoring Senior Member hold in the Unit Trust on both the envelope marked "Ballot Paper" and on the said detachable counterfoil slip.

Ballot papers shall either:

13.6.3.1. be posted so as to reach the Auditor before 12.00 noon on the day appointed for the Annual General Meeting, or

13.6.3.2. be placed prior to that hour in a ballot box provided by the Auditor for that purpose at the Auditor's office during the fourteen (14) days preceding the Annual General Meeting.

On receipt through the post of any envelope marked "Ballot Paper" the Auditor shall place the same unopened in the ballot box.

13.6.4. In this Rule 13 the expression "Auditor" means the Auditor appointed pursuant to Rule **32** of these rules.

13.7. **Verification of Votes**

13.7.1. After 12.00 noon on the day appointed for the Annual General Meeting, the Auditor shall open the ballot box and remove the envelopes it contains.

13.7.2. If the ballot is not by poll, the Auditor shall check the detachable counterfoil slip against the list of Senior Members and on being satisfied that the vote is that of a financial Senior Member shall detach the counterfoil slip.

13.7.3. If the ballot is by poll the auditor shall check the detachable counterfoil slip against the list of Senior Members and shall check the number of units shown on both the Ballot Paper envelope and on the detachable counterfoil slip against the list of units held by Members in the Unit Trust, and on being satisfied that:-

13.7.3.1. the vote is that of a financial Senior Member, and

13.7.3.2. the number of units shown on the Ballot Paper envelope is correct

the Auditor shall detach the counterfoil slip.

13.7.4. The envelopes shall then be thoroughly mixed before they are opened.

13.8. Counting of Votes

13.8.1. If the ballot is not by poll, the ballot papers shall immediately be counted by the Auditor who shall report the result of the count to the President or Chairman of the meeting.

13.8.2. If the ballot is by poll, the Auditor shall on opening any "Ballot Paper" envelopes mark on the ballot paper the number of units written on the Ballot Paper envelope containing the ballot paper, and the number of votes for each candidate shall then be counted by the Auditor who shall report the result of the count to the President or Chairman of the meeting.

13.8.3. The Auditor shall use such assistance from his or her staff as the Auditor considers appropriate.

13.8.4. The Auditor shall retain all ballot papers received by him for not less than one calendar month after the election result is announced at the Annual General Meeting.

13.9. Declaration of Election and Tied Votes

13.9.1. The seven (7) candidates receiving the most votes shall be declared elected.

13.9.2. If two or more candidates receive an equal number of votes the President or Chairman of the meeting (whether a candidate or not) shall have a second or casting vote.

13.10. Recount of Votes

13.10.1. A candidate who is unsuccessful at an election may apply to the President for a recount within 14 days after the result of the election is announced at the Annual General Meeting by lodging with the Chief Executive Officer a written notice to that effect.

13.10.2. Upon receipt of such a notice from an unsuccessful candidate, the President shall immediately appoint two scrutineers who shall obtain all ballot papers from the Auditor, who shall recount the ballot papers and shall certify in writing the result of the recount to the President. The result so certified by the scrutineers shall be final and binding on all Members.

14. The Board

14.1. As soon as practicable after each Annual General Meeting the Board shall elect from its members a President who shall take the chair at Board meetings, at general meetings of the Club and of marina berth licensees. The President shall hold office until the conclusion of the next succeeding Annual General Meeting but shall be eligible for re-election.

14.2. As soon as practicable after each Annual General Meeting the Board may elect from its members a Deputy President (who shall act for the President in the absence of the President) and a Treasurer both of whom shall hold office until the conclusion of the next succeeding Annual General Meeting but shall be eligible for re-election. The Chief Executive Officer and all Board Members will act as Seal Holders of the Club.

14.3. The Board shall hold meetings at least once in every three (3) months at such time and place as it from time to time determines, but any two (2) Board Members may call for a Board meeting at any time by giving written notice signed by each of the members convening the meeting to the Chief Executive Officer who shall forthwith convene a Board meeting at such time and place as may be convenient, but not more than one (1) calendar month after the date upon which he receives the said notice.

- 14.4. The Board may meet together either in person or (provided that all persons participating in the meeting are able to hear and be heard by all other participants) by telephone or other form of instantaneous communication for the dispatch of business and adjourn and otherwise regulate their meetings and proceedings as they think fit. Any person not present in person at any meeting, but participating in the meeting will be deemed for the purpose of these rules to be present at that meeting.
- 14.5. Four (4) Board Members shall constitute a quorum.
- 14.6. If votes at a meeting of the Board are equal, the President or Chairman of the meeting shall have a second or casting vote.
- 14.7. The Chief Executive Officer or some other person appointed by the Board shall keep and enter minutes of all resolutions and proceedings of the Board in a book kept by him for that purpose.
- 14.8. Within one (1) month after there is a casual vacancy in the office of Board Member, the Board shall appoint a Senior Member to fill such casual vacancy who shall hold office until the conclusion of the next Annual General Meeting.
- 14.9. Within one (1) month after there is a casual vacancy in the office of President, Treasurer or Seal Holder, the Board shall elect one of its members to fill such casual vacancy until the conclusion of the next Annual General Meeting.
- 14.10. The Board may from time to time appoint and disband committees to manage and administer such of the affairs and business of the Club as it thinks fit.
- 14.11. A resolution in writing signed by all the Board Members who are then in Australia and are eligible to vote on the resolution (being at least a quorum) is as valid and effectual as if it had been passed at a meeting of the Board held at the time when the written resolution was signed by the last eligible Board Member to sign it. A written resolution may consist of several documents in like form, each signed by one or more Board Members.

15. **Chief Executive Officer**

- 15.1. The Board shall appoint an Chief Executive Officer who shall have such duties, responsibilities, obligations and privileges as the Board from time to time determines.
- 15.2. The Board may delegate to the Chief Executive Officer such of its powers as the Board determines.

16. **By Laws**

- 16.1. The Board may from time to time make, alter and repeal by-laws providing for and regulating the procedure for:
 - 16.1.1. the nomination and election of members;
 - 16.1.2. the use of the Club house and the Club's other facilities by members;
 - 16.1.3. the holding of regattas and sailing matches;
 - 16.1.4. the good conduct of the affairs of the Club,
 - 16.1.5. dealing with disciplinary matters; and
 - 16.1.6. the associations of the Club.
- 16.2. The by-laws shall, provided they are not inconsistent with these rules, be binding on all members and be construed as part of the rules of the Club until they are rescinded or varied by the Board.
- 16.3. The Board may make separate by-laws relating to the use of the Club's facilities at any of the properties occupied by the Club.

17. **Club Funds**

- 17.1. The Treasurer shall keep the Club funds under the supervision of and in such place and manner as shall be determined by the Board.
- 17.2. The Board may expend the Club funds in such manner as it thinks fit in accordance with these rules and the Club's objects.

17.3. No portion of the Club's funds shall be paid or disposed of by dividend, bonus or otherwise by way of profit to Club members but these rules shall not prevent the payment in good faith of remuneration to any officer or employee of the Club or to any member thereof for services rendered to the Club or prevent the payment of interest on any money borrowed from a member.

18. Club Accounts

18.1. The financial year of the Club shall commence on the 1st day of June in each year and end on the 31st day of May next following.

18.2. The Board shall cause to be prepared in accordance with the requirements of the Act, audited and printed every year a statement of receipts and expenditure and a balance sheet made up to the 31st day of May which shall be submitted together with any other documents required to be submitted to the members of the Club by the Act at the then next Annual General Meeting and a copy of the same shall be sent to every member together with a notice convening such meeting.

19. Indemnity

19.1. To the extent permitted by law, the Club shall indemnify every Board Member, every Flag Officer and every other officer of the Club and every officer of every Association of the Club against any liability incurred by them in such capacity

19.2. To the extent permitted by law, the Club shall indemnify every Board Member, every Flag Officer and every other officer of the Club and every officer of every Association of the Club against costs and any liability incurred by him in such capacity in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted.

20. **Common Seal**

20.1. The Club shall have and use a common seal on which shall be inserted the Club's name

20.2. The Club may break alter and change the common seal from time to time.

20.3. The common seal shall

20.3.1. not be affixed to any deed, instrument or other document without the Board's prior sanction.

20.3.2. be affixed in the presence of any two (2) Seal Holders who shall countersign the deed, instrument or other document to which the seal is affixed.

21. **Liquor Licensing Act**

21.1. These rules (including any amendments and any by laws made under Rule 16) shall be construed subject to the provisions of the Liquor Licensing Act 1997 and any law or laws for the time being in force in South Australia relating to the supply of intoxicating liquor.

21.2. If any of these rules (including any amendments and any by laws made under Rule 16) is inconsistent with that Act, it shall be deemed to be invalid.

21.3. No liquor shall be sold or supplied to any person under eighteen (18) years of age.

21.4. No person under the age of eighteen (18) years (not being a child of a licensee or of a manager of the licensed premises) shall be employed to sell, supply or serve liquor.

PART FOUR - MEETINGS

22. Annual General Meeting

22.1. An Annual General Meeting shall be held on some day in the month of August in each year at a time and place determined by the Board.

22.2. The business of such meeting shall be:

22.2.1. Receiving the reports of the Associations of the Club, the President and the Commodore;

22.2.2. The consideration of the accounts ;

22.2.3. The election of members of the Board;

22.2.4. The appointment of the auditors and the removal of the auditors (when such appointment and removal shall be required);

22.2.5. Any other business determined by the Board; and

22.2.6. any other business of which written notice (signed by at least two Senior Members) shall have been given to the Chief Executive Officer before the 8th day of July immediately preceding such meeting.

23. Extraordinary General Meeting

23.1. The Board may at any time convene on Extraordinary General Meeting of the Club.

23.2. The Board shall on the written requisition of twenty (20) Senior Members stating the business for which it is required in the form of a motion, convene within a period of one calendar month an Extraordinary General Meeting for that specific purpose.

24. Notice of General Meetings

24.1. The Chief Executive Officer shall at least fourteen (14) days before any Annual General Meeting and at least twenty one (21) days before any Extraordinary General Meeting send to every member at his or her

address in the Club books or lists a notice of such meeting stating the time when and the place where it will be held and the business that will be brought before it.

- 24.2. No business, other than business of a formal nature, shall be brought forward at any meeting unless notice of such business shall have been given in accordance with these rules.

25. Quorum & Procedure at General Meetings

- 25.1. To constitute a quorum at a general meeting at least 20 members entitled to vote at the meeting at the time notice of the meeting is given must be present in person.

- 25.2. At all meetings, the chair shall be taken by the President for the time being or in his absence, the Deputy President, or in his absence the Treasurer, or in his absence as otherwise determined by the meeting.

- 25.3. Every question, unless otherwise expressly provided by these rules or the Act shall be decided by a majority of votes, and if there is an equality of votes, the Chairman shall have a second or casting vote.

- 25.4. Every financial Senior Member shall have one (1) vote. A member entitled to vote and absent from the meeting may vote by proxy who shall be another financial Senior Member present at the meeting.

- 25.5. Written notice of the appointment of a proxy shall be given to the Chief Executive Officer:-

25.5.1. if the meeting shall commence after 5.00p.m. on any day, by 5.00p.m. on the day of the meeting for which the proxy is appointed.

25.5.2. if the meeting shall commence at 5.00p.m. or before that time on any day, by 5.00p.m. on the day preceding the meeting for which the proxy is appointed.

26. **Chairman's Declaration Decisive**

At any meeting unless a poll is demanded by ten (10) members entitled to vote a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive.

27. **Regulations for a Poll**

27.1. If a poll is demanded by any ten (10) members entitled to vote at that meeting it shall be taken in such manner as the Chairman directs and the result of the poll as declared by the Chairman shall be deemed to be the resolution of the meeting at which the poll is demanded.

27.2. Subject to Rule 27.3 on a poll each member entitled to vote shall have one (1) vote for each unit in the Unit Trust of which that member is the Registered Holder.

27.3. On a poll the Sponsoring Senior Member of a Berth Licensee Member shall have one (1) vote of each unit in the Unit Trust of which that Berth Licensee Member is the Registered Holder. The Berth Licensee Member shall not have any vote.

PART FIVE - BERTHS

28. Marina And Hardstanding Berths

28.1. A Senior Member, a Life Member or a Berth Licensee Member may purchase a combined asset comprising:

28.1.1. a licence from the Club to use a marina or hardstanding berth or berths at one or more of the Club's marinas and hardstanding areas and

28.1.2. units in the Unit Trust.

28.2. Such licences shall be for such term, at such maintenance or other fees and upon such terms and conditions as the Board in its absolute discretion determines.

28.3. Without limiting the generality of Rule 28.2, the Board may determine to grant licences for different terms, at different maintenance and other fees and on different terms and conditions for each of its marinas and hardstanding areas.

28.4. Such combined assets shall be transferable to another Senior Member, Life Member or Berth Licensee Member.

28.5. The Board may require that its consent be obtained before any such combined assets is transferred to another Senior Member, Life Member or Berth Licensee Member and may grant its consent subject to such conditions as the Board in its absolute discretion deems fit.

28.6. No person or company shall take up or hold a licence to occupy a marina or hardstanding berth at any of the Club's marinas or hold units in the Unit Trust unless he or she is a Senior Member, or a Life Member or it is a Berth Licensee Member of the Club.

28.7.

28.7.1 Where two or more persons purchase a combined asset comprising units in the Unit Trust and the licence to use a marina berth or the licence to use a hardstanding berth, all such persons must be members of the Club and at least one of such persons

must be a Senior Member of the Club.

28.7.2 If none of such persons is a Senior Member of the Club or if the person who is a Senior Member ceases to be a Senior Member, and no other purchaser is or becomes a Senior Member of the Club, then such persons shall immediately or within such longer period as the Board may allow sell the combined asset or assets which they hold to another Senior Member, Life Member or Berth Licensee Member of the Club

28.7.3 If the purchasers fail to sell the combined asset or combined assets, the Club may, in accordance with Rule 8.3 sell such licence and such units on the member's behalf in exercise of the power of sale contained in such licence.

29. Ownership of Units in the Unit Trust

No

29.1 Senior Member;

29.2 Life Member;

29.3 Berth Licensee Member; or

29.4 Senior Member and the Berth Licensee Member sponsored by that Senior Member

shall at any time hold more than 2.5 per cent of the issued units in the Unit Trust

PART SIX – ASSOCIATIONS AND FLAG OFFICERS

30. Associations

- 30.1. The Board may from time to time declare any group of members of the Club which carries on or conducts for the time being any activity referred to in Rule 2 or other activity which the Board for the purpose of this rule approves to be an Association of the Club.
- 30.2. Each such Association and its constituents shall be subject to the directions of the Board in all matters (including finance and sponsorship) and shall comply with all by laws made by the Board.
- 30.3. Subject to Rule 30.2 each such Association shall have its own internal organisation and regulations as determined by its own management and subsequently approved by the Board.
- 30.4. The Board may at any time declare that an Association of the Club shall cease to be an Association of the Club after a date appointed by the Board or that the office holders of an Association shall cease to hold office after a date appointed by the Board.
- 30.5. Without limiting the generality of the foregoing the Board may declare:-
 - 30.5.1 the holders of all marina berths to be an Association of the Club;
 - 30.5.2 the holders of marina berths at each of the Club's marinas to be Associations of the Club; or
 - 30.5.3 the holders of hardstanding berths to be an Association of the Club.

31. Flag Officers

- 31.1 The Board may appoint Flag Officers consisting of a Commodore, Vice Commodore and one or more Rear Commodores.
- 31.2 The Board shall appoint a Commodore who shall hold office at the pleasure of the Board and who shall have the right to be present at and to address, but unless he is otherwise entitled, not vote at any meeting of

- 31.3 the Board, the Club or Associations of the Club.
- 31.4 The Board may appoint a Vice Commodore who shall hold office at the pleasure of the Board and shall in the Commodore's absence, have the right to be present at and address but unless he is otherwise entitled, not vote at any meeting of the Board, or Associations of the Club.
- 31.5 The Board may appoint one or more Rear Commodores who shall hold office at the Board's pleasure. In the absence of the Commodore or Vice Commodore, a Rear Commodore nominated by the Commodore shall have the right to be present at and to address, but unless he is otherwise entitled, not vote at any meeting of the Board or Associations of the Club.
- 31.6 The Flag Officers shall be Senior Members of the Club.
- 31.7 Any additional titles of any Rear Commodore or Rear Commodores may be designated by the Board from time to time.
- 31.8 A Board Member can not be appointed a Flag Officer of the Club and a Flag Officer can not be appointed to fill a casual vacancy on the Board. A Flag Officer shall resign as a Flag Officer before contesting any election for members of the Board.

PART SEVEN - GENERAL

32. Auditors

The Auditor of the accounts of the Club shall be a duly qualified auditor or auditors who shall be appointed by ordinary resolution of Members entitled to vote at an Annual General Meeting.

33. Sailing

33.1 The Board may arrange such regattas and sailing events on such terms as it thinks fit from time to time and use Club funds for the provision of suitable prizes for such regattas and events.

33.2 All regattas and sailing matches conducted by the Club shall be conducted in accordance with the sailing rules of the International Sailing Federation (ISAF) as adopted from time to time by Yachting Australia Inc. or any successor body with such modifications or prescriptions as may be prescribed by Yachting South Australia and any sailing instructions published by the Club.

33.3 The Board may delegate all or any of its powers under this Clause 33 to an Association of the Club.

34. Amendment of Rules

These rules may be added to, repealed, varied or amended by a resolution at any Annual General Meeting or Extraordinary General Meeting duly summoned for the purpose provided that no such resolution shall be deemed to have passed unless it is carried by a majority of at least two-thirds of those members present and voting thereon at such meeting or voting by proxy.

35. Dissolution of the Club

35.1. The Club may be wound up in accordance with the Act.

35.2. If on a winding up there is a surplus after the payment of all liabilities of the Club, the Board may pay such surplus to any tax exempt body being a yachting club or other sporting club or charity.

36. Transitional Provisions

36.1. Without limiting the generality of the powers granted to the Board by these rules, the Board may enter into such agreements or arrangements as the Board shall see fit with Paradise Development (Investment) Pty Ltd ACN 008 108 398 (in this rule called “the Developer”) in relation to the acquisition of the right to occupy the Pt Vincent Marina including (but without limiting the generality of the foregoing):-

36.1.1. the grant of licences to occupy marina berths at that marina to Senior Members, Life Members or Berth Licensee Members of the Club;

36.1.2. the terms upon which the Club is to be reimbursed for its expense, time and effort of and incidental to such grants of licences (which terms may be different to those applying to other members of the Club);

36.1.3. the maintenance fee which is to be paid by the Developer for such of the berths as have not at any time been sold to a Senior Member, Life Member or Berth Licensee Member of the Club;

36.1.4. the terms upon which the Developer shall become a Berth Licensee Member of the Club and the votes which the Developer may exercise on a poll in accordance with these rules;

36.1.5. The terms upon which a berth licensed to the Developer and which at that time has not been sold, can be leased to another Senior Member of the Club; and

36.1.6. The diminishing of the Developer’s interest in the Pt Vincent marina, until all licences to occupy marina berths at that marina are granted to Senior Members, Life Members or Berth Licensee Members of the Club other than the Developer.

36.2. This Rule 36 is a transitional provision and shall cease to form part of these rules when the licence to occupy the final marina berth to be licensed shall have been executed by the Club and by the licensee thereof.

37. **Interpretation**

In these rules unless the context otherwise requires:

- 37.1. “**the Act**” means the Associations Incorporation Act 1985.
- 37.2. “**the Unit Trust**” means The Cruising Yacht Club of South Australia Unit Trust constituted by deed of trust dated the 15th day of March 1984 as amended from time to time.
- 37.3. the singular includes the plural and vice versa
- 37.4. any one gender includes all other genders.