



CONSTITUTION

OF THE

MELVILLE

ATHLETICS

CENTRE

18 November 2019

Home Ground: Len Shearer Reserve, Marcus Ave, BOORAGOON

Website: www.melvilleroar.com

Change History

Version Number	Date Approved		Changed Items	Changed By
Original	07 Aug 12		Initial Version	MLAC Committee
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V1.1	06 Aug 13		Clause 8, 14, 25	MLAC Committee as directed by DOCEP to meet guidelines
V1.2	28 June 2016		Updated to reflect new requirements	MLAC Committee
V1.3			Update	MLAC Committee
V1.31	7 April 2017		Minor Edit	SKG
V1.4	7 April 2017		Restructure	SKG
V1.5	10 Dec 2019		Entity name change MLAC --> MAC Changes to encompass Melville Seniors References to LAWA & AWA FY redefined	MLAC Exec Committee

CONTENTS

1	NAME	4
2	DEFINITIONS AND INTERPRETATIONS	4
3	AFFILIATION	5
4	OBLIGATIONS TO THE ASSOCIATION	5
5	OBJECTS	6
6	POWERS	6
7	MEMBERSHIP	7
8	REGISTER OF MEMBERSHIP	8
9	MANAGEMENT OF THE CENTRE	9
10	CASUAL VACANCIES	10
11	RESIGNATIONS	10
12	SUB – COMMITTEES	11
13	CENTRE EXECUTIVE GENERAL MEETINGS	11
14	ANNUAL GENERAL MEETING	12
15	SPECIAL GENERAL MEETING	13
16	REGISTRATION FEES	13
17	THE REQUIREMENTS OF A CLUB	14
18	ACCEPTANCE OF THE AFFILIATION OF A CLUB	14
19	APPOINTMENT OF DELEGATES	14
20	CONTINUATION OF AFFILIATION BY A CLUB	15
21	ADMINISTRATION OF A CLUB	15
22	DISSOLUTION OF A CLUB	15
23	AMENDMENTS TO THE CONSTITUTION	15
24	AMENDMENTS TO THE BY-LAWS	15
25	DISSOLUTION	16
26	FUNDS MANAGEMENT	16
27	COMMON SEAL	17
28	RECORDS OF THE CENTRE	17
29	CODES OF BEHAVIOUR	17
30	DISPUTES AND MEDIATION	17

1 NAME

- 1.1 The name of the Centre shall be the “Melville Athletics Centre Inc.” (herein after referred to as the Centre) and shall compete under the names;

Melville Athletics Centre (MAC)

or

Melville Roar Athletics (MRA)

or

Melville Roar (MR)

or

Melville Little Athletics Centre (MLAC)

2 DEFINITIONS AND INTERPRETATIONS

- 2.1 Definitions. In this Constitution unless the contrary intention appears:

‘Act’ means the Associations Incorporation Act 2015 (WA);

‘Annual General Meeting’ or ‘(AGM)’ means Centre Annual General Meeting;

‘Association - 1’ means the Little Athletics Western Australia (LAWA) Incorporated for Melville Athletics Centre junior athletes;

Association - 2 means Athletics Western Australia (AWA) for Melville Athletics Centre senior athletes;

‘Athlete’ means any registered athlete in either (or both) the Little Athletics (LAWA) or Senior Athlete (AWA) category;

‘Little Athletics Western Australia’ or ‘LAWA’ means junior athletes / competition.

‘Athletics Western Australia’ or ‘AWA’ means seniors competition;

‘Board’ means the Association Board of Management, of the Association(s).

‘By-Laws’ means the policies, procedures, rules and regulations of the Centre;

‘Commissioner’ means the person designated as the “Commissioner” from time to time under the Act;

‘Constitution’ means the Constitution of Melville Athletics Centre;

‘Centre’ means the Melville Athletics Centre Inc.;

‘Clubs’ means the clubs affiliated with Melville Athletics Centre Inc.;

‘Club Delegate’ means club member identified by the Executive to represent the interests of the Club at Centre meetings;

‘Centre Delegate’ means Centre Executive member elected to represent the interests of the Centre at Association meetings;

‘Member’ means any registered athlete or any person affiliated with the Centre subscribing to the aims, policies and by-laws of the Centre and meeting the membership criteria.

‘Executive Committee’ means members elected to represent the interests of members through the administration of the Centre;

2.2 Interpretation. In this Constitution:

- a. Words importing any gender include the other genders; and
- b. The table of contents and any heading are for convenience only and do not affect the interpretation of these Rules.

3 AFFILIATION

3.1 The Centre shall be affiliated with Little Athletics Western Australia Inc. (herein after referred to as the Association - 1). Affiliation will be maintained with the Association (or its successor[s]) as long as the Centre remains in existence. The affiliation year is from 1st May till 30th April the following year upon payment of the affiliation fee and completion of the official Association forms as set out by the Association Board of Management.

3.2 The Centre shall be affiliated with Athletics Western Australia (AWA) Inc. (herein after referred to as the Association - 2). Affiliation will be maintained with the Association (or its successor[s]) as long as the Centre remains in existence.

4 OBLIGATIONS TO THE ASSOCIATION

4.1 As a consequence of affiliation with the Association:

- a. The Centre shall be bound at all times to abide by the Constitution, Rules, Regulations & By-Laws of the Associations 1 & 2,
 - b. Should the Centre fail to fulfil its obligations to the Associations 1 & 2 by virtue of unduly neglecting, disregarding or abusing the aims and/or powers set out hereunder, or otherwise operate in a manner not in the best interest of Athletics as a whole, the relevant Association Board of Management shall be empowered to arrange a meeting with the Centre Executive Committee to resolve the problems,
 - c. The Centre cannot change its name or part thereof without the expressed approval of the relevant Associations.
- and
- d. The Associations 1 & 2 must approve the colour/configuration of the Centre uniform.

4.2 The Centre shall complete and submit the relevant affiliation forms and pay the relevant annual affiliation to the respective Associations.

4.3 The Centre shall not have less than three (3) junior Clubs, excepting in circumstances where the Board considers that a Centre can still be maintained with less than three (3) Clubs. These Clubs shall be affiliated with the Centre and have voting rights at Centre meetings.

- 4.4 The Executive Committee shall submit to the AGM of the Centre, the annual report, audited Statement of Income and Expenditure, Auditors Report and Assets Schedule for the adoption by Club Delegates. At least one (1) copy shall be forwarded to each affiliated junior Club and one (1) copy to the Associations (1 & 2), within thirty days (30) of the date of the Annual General Meeting of the Centre.

5 OBJECTS

5.1 The objects of the Centre are to:

- a. Provide recreational activity in the form of track and field competition for athletes within the age groups catered for by the Associations (1&2) and determined by the Centre Executive Committee;
- b. Carry out the objects without fear or favour with respect to race, creed, sex, socio-economic status or level of ability;
- c. Promote, manage and control Athletics within the Centre area;
- d. Encourage family and community involvement in Athletics as a means of furthering the development of athletes;
- e. Develop and maintain, the highest level of sporting endeavour and fair play;
- f. Encourage the fullest participation by athletes and officials in all events conducted by the Association;
- g. Facilitate an environment that allows for the transition from Little Athletics to Senior Athletics;
- h. Represent Melville Athletics Centre at State and Seniors competition.
- i. Co-ordinate the activities of all clubs affiliated with the Centre in accordance with the Constitution, Rules, Regulations and By-Laws of the Associations (1 & 2); and
- j. Promote the idea of athletes participating in Athletics for personal satisfaction through improvement of their own level of performance in a wide range of events.
- k. Apply the property and income of the Centre solely towards the promotion of the aims of the Centre, with no part of the property or income to be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of these objects.

6 POWERS

6.1 The major powers of the Centre are to:

- a. Register boys and girls as athletes in accordance with the Constitution, Rules, Regulations and By-Laws of the Associations 1 & 2.,
- b. Organise and control the conduct of athletics competition arranged by the Centre,
- c. Encourage, aid and facilitate the formation of affiliated clubs;

- d. Select teams of registered athletes to represent the Centre in approved competitions,
- e. Appoint delegates to attend Association meetings in accordance with the Constitution, Rules, Regulations and By-Laws of the Associations (1 & 2),
- f. Purchase, hire, lease or otherwise acquire athletic or associated equipment for the Centre,
- g. Acquire, hold, deal with and dispose of any real or personal property,
- h. Open and operate bank accounts under the Centre,
- i. Invest and deal with, all monies, funds and assets of the Centre not immediately required for its purposes, in such a manner as, from time to time, the Centre may determine,
- j. Borrow monies upon the terms and conditions as the Centre sees fit,
- k. Give security for the discharge of the liabilities incurred by the Centre,
- l. Appoint agents to transact any business of the Centre on its behalf,
- m. Enter into any other contract the Centre considers necessary or desirable to assist in achieving its aim,
- n. Receive and accept donations, sponsorship, endowments or gifts of any property or assets whatsoever, and subject, or not subject to any special trusts or conditions,
- o. Impose and collect levies, subscriptions, fees and other charges from affiliated clubs and members as determined by the Centre,
- p. Propose and amend By-Laws in accordance with this Constitution from time to time,
- q. Develop, propose and amend policies for the efficient running of the Centre, and
- r. Approve all affiliated Club constitutions and By-Laws together with any changes made thereto.
- s. On application, manage and approve access to Melville Athletics Centre facilities by Melville registered and accredited coaches.

7 MEMBERSHIP

- 7.1 Membership shall be open to any person subscribing to the aims, policies and by-laws of the Centre.
- 7.2 Each member of the Centre shall be bound by the Constitution, By-Laws and policies of the Centre.
- 7.3 Each member of the Centre shall be bound by the Constitution, Rules, Regulations and By-Laws of the Associations (1&2);
 - 7.3i Members of the Centre competing at AWA are bound by the Constitution, Rules, Regulations and By-Laws of AWA.
 - 7.3ii Members of the Centre competing at LAWA are bound by the Constitution, Rules, Regulations and By-Laws of LAWA.

7.4 The Centre will provide for the following categories of membership:

- a. Registered junior athlete (LAWA) - do not have voting rights
- b. Registered senior athlete (AWA);
 - (i) Under 18 years of age – do not have voting rights.
 - (ii) Over 18 years of age – do have voting rights.
- c. Ordinary Membership – parent/guardians/carers of registered athletes of the Centre, that are under the age of 18 years - do have voting rights.
- d. Executive Committee Membership - open to ordinary members elected to the Executive Committee – do have voting rights.
- e. Life Membership:
 - (i) This category may be bestowed upon those members or former members for sustained meritorious service to the Centre.
 - (ii) Conferring of life membership should be by a formal motion at an Executive Committee meeting and passed by 75% of the Executive Committee present.
 - (iii) Nominations shall be received for consideration by the Executive Committee for an eligible person who has performed sustained meritorious service to the Centre and/or Club, in the capacity of Executive Committee member for no less than 5 years.
 - (iv) Nominations will also be generated automatically for consideration after 8 years of sustained meritorious service on Centre/club committees, in the capacity of a Committee member or significant role (as stipulated in the By-Laws).
 - (v) All Life Members must be of good character and community standing in order to maintain their life membership.
- f. Junior Athlete Life Membership - granted to any athlete who has competed at the Centre for 11 consecutive years from U7 to U17, or 10 consecutive years for those athletes that have had to skip a year age group as a result of changes to the age classification cut off date (implemented in 2018/2019 season).

7.5 The members of the Centre acknowledge and agree that this Constitution and any By-Laws constitutes a contract between them and the Centre and that they are bound by this Constitution and any By-Laws.

7.6 The members of the Centre shall have no liability to contribute towards the payment of debts and liabilities of the Centre or the costs, charges and expenses of winding up the Centre except to the amount of any unpaid membership or application fees.

8 REGISTER OF MEMBERSHIP

8.1 The relevant appointed Executive Committee Member, on behalf of the Centre, must comply with section 27 of the Act by keeping and maintaining in an up to date condition a register of the members of the Centre and their postal or residential addresses. Whilst the register is available for

inspection by members, such requests shall be in writing through the Centre Executive in order to protect member rights, the Centre Executive will subsequently make a final determination on access to the register.

- 8.2 The register must be kept and maintained at the place of residence of the relevant appointed Executive Committee Member, or at such other place as the Executive Committee decide.
- 8.3 The relevant appointed Executive Committee Member must cause the name of a person who dies or who ceases to be a member to be deleted from the register of members referred to in sub-rule (8.1).

9 MANAGEMENT OF THE CENTRE

- 9.1 The day to day administration of the Centre shall be entrusted to the Executive Committee of Nine (9) elected positions and one appointed position (Executive Officer) as listed herein;

- a. President
- b. Treasurer

- c. Championships and Officials Manager
- d. Arena Manager
- e. Technical Manager
- f. Seniors Manager
- g. Coaching and Development Manager
- h. Winter Competition Manager
- i. Canteen Manager
- j. Executive Officer (appointed role. Non-voting Executive member)

Note – One position will also fulfil the role of Deputy (Vice) President

- 9.2 At the discretion of the Executive Committee, the following non-executive positions may be appointed each year being reviewed annually:

- a. Assistant Arena Manager
- b. Records & Results Officer
- c. First Aid Officer
- d. Website Officer
- e. Any other position or role deemed necessary by the Executive Committee from time to time.

The above non-executive positions are not required to attend Centre Executive Meetings. The Centre Executive may invite non-executive members to attend Centre Executive Meetings and or submit a report for inclusion in the minutes.

- 9.3 At the discretion of the Executive committee after the AGM each year, any of the above positions may be combined, provided that the Executive Committee has no less than 7 members in any one year.
- 9.4 Each Executive Committee member shall be elected at the Centre's Annual General Meeting for a term of one year, with the exception of the Executive Officer which is a non-voting Executive Committee member position appointed by the Executive Committee as required.
- 9.5 Retiring Executive Committee members may re-nominate.
- 9.6 Election to the Executive Committee shall be open to any adult member who has been nominated and seconded by a member and upon acceptance by the said person nominated. Nominations and acceptances can also be received in writing prior to the AGM.
- 9.7 In the event of where there is more than one nomination for a position, voting for those persons nominated shall take place by way of secret ballot. The person with the majority of votes will be elected. The secret ballot will be conducted with written voting slips.
- 9.8 Due to individual circumstances, 2 or more people may share roles on the Executive Committee; however only one person can be formally elected to fill the position and this person has the voting rights as an Executive Committee member under this Constitution.
- 9.9 The Executive Committee shall meet monthly and club delegate meetings will be held bi-monthly (even numbered months).

10 CASUAL VACANCIES

- 10.1 A casual vacancy of the Executive Committee occurs if a member:
 - a. Dies
 - b. Resigns by giving notice in writing.
 - c. Is permanently incapacitated by mental or physical health
 - d. Ceases to be a member of the Centre
 - e. Is subject to a resolution passed at a Centre Executive General Meeting, terminating their appointment as an Executive Committee Member.
- 10.2 The Executive Committee can appoint a person to fill a vacant position or nominate a member of the Executive Committee to fulfil the responsibilities and duties of a position that becomes vacant, until the next AGM.

11 RESIGNATIONS

- 11.1 Members of the Executive Committee may tender a resignation at any time.
- 11.2 In the event that a resignation occurs, the Executive Committee shall canvass clubs initially, and appoint interested persons to fill the vacant position until the next AGM.
- 11.3 If more nominations are received than vacant positions, a Special General Meeting shall be conducted to consider the nomination and make the appointments.

12 SUB – COMMITTEES

- 12.1 Sub-committees may, from time to time, be established for a particular purpose. The Chairperson on any sub-committee shall always be a member of the Executive Committee, unless otherwise approved by the Executive Committee.
- 12.2 The sub-committee has authority to co-opt members on to the sub-committee, only with the prior endorsement of the Executive Committee to do so
- 12.3 As the sub-committee is set up for a particular purpose, once that purpose has been achieved the sub-committee must be terminated, and minuted accordingly at an Executive Committee meeting.

13 CENTRE EXECUTIVE GENERAL MEETINGS

- 13.1 The Executive Committee shall conduct monthly meetings at a time and venue set by the Executive Committee, nominally 7pm first Tuesday of each month.
- 13.2 The method of conducting all monthly meetings is outlined in the By-Laws.
- 13.3 Where time is of the essence and decisions are required to be made quickly on matters outside of the monthly meetings, such matters may be discussed by 'circular communication', including but not limited to email and telephone, to arrive at a decision. All decisions made by this 'circular communication' method will be retrospectively minuted at the next monthly meeting.
- 13.4 Membership of these meetings is open to;
 - a. All members of the Executive Committee, and
 - b. Any member/s who wishes to address the Centre Executive. Requests to do so must be received by the Executive Committee within 7 days of the meeting.

- 13.5 Seven (7) days' notice of all monthly meetings shall be given to Executive Committee members, either verbally, electronically or in writing.
- 13.6 Proxy voting is not allowed.
- 13.7 The Centre Executive will also conducted bi-monthly meetings with club delegates with the purpose of discussing club or program specific items, communicate upcoming events or to ascertain feedback on the running of the Centre. These are open meetings.
- 13.8 Club Delegates must be advised, in writing to the Executive Committee following annual registration.
- 13.9 Proposed replacement club delegates (either temporary or permanent) must be advised to the Centre Executive Committee, in writing, prior to the first meeting the replacement is proposing to attend.
- 13.10 A club delegate cannot also be a member of the Executive Committee, without the expressed prior approval of the Executive Committee – which has the authority to suitably amend the right rights accordingly in the best interests of the Centre as deemed required for each circumstance.
- 13.11 Shared positions will only have one (1) vote.
- 13.12 A member holding more than one executive position may only cast one (1) vote.
- 13.13 The President does not vote unless a casting vote is required.
- 13.14 It is desirable that each club must be represented on the Executive Committee. A quorum for a Centre Executive Meeting shall consist of five (5) people with voting rights.
- 13.15 If a quorum is not present within half an hour (30 minutes) after the scheduled commencement time of the meeting members may either:
 - a. Adjourn the meeting to another date, not being later than fourteen (14) days from the date of the adjournment, or
 - b. Continue proceedings of the meeting. If the meeting proceeds, all decisions undertaken by the Executive Committee will not be valid until ratified by a meeting of the Executive Committee at which a quorum is present.
- 13.16 Once endorsed, minutes of all Centre Executive Meetings should be sent to clubs with appropriate briefing notes where applicable, seven days after the Executive Meeting.

14 ANNUAL GENERAL MEETING

- 14.1 The AGM of the Centre shall be held every calendar year, preferably in April or within 4 months after the end of the Centre financial year, or such longer period as may in a particular case be allowed by the Commissioner.
- 14.2 It is the responsibility of the outgoing Executive Committee to determine the time, date and venue of the AGM.
- 14.3 The purpose of the AGM is to:
 - a. Receive the President's report on the activities and business of the Centre over the preceding 12 months,
 - b. Receive the Treasurer's report on the financial status of the Centre over the preceding 12 months, including the results of the Auditors report incorporating the Audited Statement of income and Expenditure, and Assets Schedule.
 - c. Receive reports from other Committee members,

- d. Elect candidates to the positions on the Executive Committee. All elected positions will be declared vacant and written nominations will be sought prior to the AGM.
 - e. Where nominations to positions have not been received prior to the AGM, nominations may be called from the floor and voted on by the members.
 - f. Once the new Executive Committee has been duly elected, the proceedings for the remainder of the meeting shall continue to be conducted by the outgoing . President.
 - g. Consider any proposed alterations to the Constitution, and
 - h. Transact any other business.
- 14.4 Twenty one (21) days' notice either written or in electronic form, for an Annual General Meeting shall be given to all affiliated clubs, Executive Committee Members and Ordinary members.
- 14.5 A Quorum for an AGM shall consist of more than 50% of Executive Committee members (eligible to vote) and at least 50% of affiliated clubs are represented by at least one club member.
- 14.6 If a quorum is not present within half an hour (30 minutes) after the scheduled commencement time of the meeting members shall adjourn the meeting to another date, not being later than fourteen (14) days from the date of adjournment.
- 14.7 The right to vote at the AGM is restricted to elected Executive Committee Members, Club Delegates (maximum of two delegates from each club) and ordinary members.
- 14.8 Proxy voting is not allowed.

15 SPECIAL GENERAL MEETING

- 15.1 A Special General Meeting of the Centre may be called at any time subject to members being given twenty-one (21) days' notice either written or electronically.
- 15.2 A Special General Meeting of the Centre may also be called by the majority of the Executive Committee or by a minimum of twenty (20) ordinary members from at least three different affiliated clubs.
- 15.3 Advice to all affiliated club delegates of the pending Special General Meeting is considered suitable advice to members.
- 15.4 Quorum and voting rights are to be the same as for an Annual General Meeting.

16 REGISTRATION FEES

- 16.1 A recommended annual registration fee for athletes at the Centre shall be set by the Executive Committee, prior to the commencement of each season.
- 16.2 The annual fee set shall consist of a portion for each of the following:
- a. LAWA Registration fee,
 - b. AWA Registration fee,
 - c. Centre Registration fee,
 - d. Club Registration fee,
 - e. Facility Usage fee,

- f. Charge per athlete for maintaining the Centre's results system, equipment and any other applicable cost to be incurred,
- g. Fundraising fee, and
- h. Any other incidental costs deemed necessary.

17 THE REQUIREMENTS OF A CLUB

- 17.1 Any group within the Melville geographic location may form a club which shall be affixed to the Centre on payment of the annual fee fixed by the Executive Committee provided the club should have:
- a. A minimum number of thirty (30) athletes registered with the club.
 - b. At least two (2) adults responsible for the conduct of the club on competition days as well as a four-person committee who oversee the function and operations of the club.
 - c. A name and uniform approved by the Centre which shall be used in all official Centre competition.
 - d. The Club shall submit at the Annual General Meeting of the Centre the Annual Report and Statement of Income and Expenditure Account for the Club.
 - e. The Club shall provide the Centre Executive with a copy of the Club Meeting Minutes after every club meeting with a minimum of four (4) meetings per year.
 - f. A maximum of two delegates to represent the club at all meetings organised by the Centre.

18 ACCEPTANCE OF THE AFFILIATION OF A CLUB

- 18.1 Each new and existing Club shall at the earliest possible date submit to the Executive Committee of the Centre for the approval and subsequent acceptance of the Club by the executive Committee:
- a. The name and uniform of the club.
 - b. The names, addresses and phone numbers of at least two non-related administrators of the Club who shall be responsible for the Club.

19 APPOINTMENT OF DELEGATES

- 19.1 Each affiliated Club shall be represented at Centre Delegate meetings by at least one (1) and no more than two (2) appointed Delegates.
- 19.2 Any other members of Clubs can attend Centre Delegate Meetings but cannot vote.
- 19.3 The names, addresses and phone numbers of Club Delegates must be provided to the Centre Executive Committee

20 CONTINUATION OF AFFILIATION BY A CLUB

20.1 In order that a Club shall continue to be accepted as affiliated to the Centre, the following rules shall be applied by the Executive Committee:

- a. Where a Club fails to be represented at two consecutive Centre Delegate Meetings without the provision of a suitable reason the affiliation of the Club may be suspended for a period of time to be determined by the Centre Executive.
- b. A Club failing to fulfil the requirements of the Rules and By-Laws of the Centre may have its affiliation suspended until such time as these requirements have been met.
- c. Where in the opinion of the Centre Executive a Club has contravened the Constitution the Centre, the Club may have its affiliation suspended for a period of time to be determined by the Centre Executive.

21 ADMINISTRATION OF A CLUB

21.1 Each Club shall be organised and administered by a Committee which shall conform to the requirements of the Centre Executive.

22 DISSOLUTION OF A CLUB

22.1 In the event of a Club not able to function, or the Club has not been able to re-vitalise its membership to function according to the Rules of the Centre, the Centre Executive shall have the power to call a meeting for the purpose of dissolution of the Club or its re-vitalisation.

22.2 All assets of a defunct club shall be transferred to the control of the Centre to be held in trust for two (2) years before appropriate distribution within the Centre.

23 AMENDMENTS TO THE CONSTITUTION

23.1 Amendments to the Constitution may be made at the AGM or a Special General Meeting called for the purpose of amending the Constitution provided that twenty-one (21) days' notice of this intention is given.

23.2 Amendments to the Constitution require 75% majority of club delegates present and willing to exercise their right to vote.

23.3 Proxy voting is not allowed.

23.4 Proposed amendments to the Constitution shall be forwarded to the Associations (1 & 2 - LAWA and AWA) for consideration, during the consultation and review period prior to the SGM / AGM. Note that any further amendments agreed to be made would need to be made prior to the SGM notice and 21-day notification period.

23.5 Amendments to the Constitution may also cause changes to be made to the Centre By-Laws.

24 AMENDMENTS TO THE BY-LAWS

24.1 Amendments to the Centre By-Laws may be made at the Annual General Meeting, a Special General Meeting called for the purposes of amending the By-Laws, or a monthly meeting of the

Executive Committee, provided twenty-one (21) days' notice has been provided either in writing or electronically.

- 24.2 Amendments to the By-Laws require a simple majority of members present and willing to exercise their right to vote.
- 24.3 Proxy voting is not allowed.
- 24.4 Amendments to the Centre By-Laws, which have been passed by the Centre, should be forwarded to the Associations (1&2 - LAWA and AWA) to accompany the Constitution held on file.

25 DISSOLUTION

- 25.1 If, upon the winding up of the Centre, any property of the Centre remains after the satisfaction of debts, liabilities and the costs, charges and expenses of the winding up, ownership of that property shall be transferred to:
 - a. In the first instance, the Little Athletics Western Australia Inc., or
 - b. 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.

26 FUNDS MANAGEMENT

- 26.1 The financial year of the Centre shall be from 1 May to 30 April.
- 26.2 Two signatories, not being from the same household, shall be required to sign all Centre cheques or authorise electronic funds transfers.
- 26.3 All monies received by the Centre shall be banked in the Centre's account.
- 26.4 It is recognised that as a Tier 1 Association it is not a formal requirement however, an Audit of Accounts are to be conducted at least once in each financial year of the Centre. The accounts of the Centre shall be examined by an independent auditor,
- 26.5 The Treasurer of the Centre shall deliver to the auditor a list of all the accounts, books and records of the Centre.
- 26.6 Each Club is to submit a financial statement at the end of each season.
- 26.7 This audit should occur as close as possible to the AGM, following the financial year of the Centre,
- 26.8 The auditor shall certify as to the financial integrity of the accounts of the Centre,
- 26.9 In their report, and in certifying the accounts, the auditor shall state:
 - a. Whether they have obtained the information required by them;
 - b. Whether in their opinion, the accounts have been maintained so as to exhibit a true and correct view of the financial position of the Centre according to the information at their disposal and the explanations given to them and as shown by the financial records of the Centre; and
 - c. Whether the rules relating to the administration of the funds of the Centre have been observed.

27 COMMON SEAL

- 27.1 The Common Seal of the Centre shall be kept in the care of the relevant appointed Executive Committee member. The seal shall not be used or affixed to any deed or document except pursuant to the resolution of the Executive Committee and in the presence of the President and two members of the Executive Committee, both of whom shall subscribe their names as witnesses.
- 27.2 Even though an incorporated association does not have to use a common seal to execute contracts, the Centre may decide to use the seal on contracts and other formal documents as the official signature.

28 RECORDS OF THE CENTRE

- 28.1 The Centre shall, upon written request from members, make all documents and records pertaining to the activities of the Centre available for inspection.
- 28.2 A Register of Members of the Centre and their postal or residential addresses shall be kept by the relevant appointed Executive Committee member and maintained in a current state.
- 28.3 A record of financial information of the Centre shall be maintained in an up to date state, by the Treasurer.
- 28.4 Administrative records, including a copy of the current Constitution, minutes, and a record of current Committee Members shall be maintained by the relevant appointed Executive Committee member..
- 28.5 A member requesting access to Centre records must demonstrate that the request is strictly for Centre business only.

29 CODES OF BEHAVIOUR

- 29.1 All members of the Centre shall:
- a. Treat all other members, the Executive Committee members and the respective clubs politely and with due respect and dignity.
 - b. Not act in a manner unbecoming or demeaning to other members or another club.
 - c. Not bring the Centre into disrepute.
- 29.2 All members of the Committee shall:
- a. Treat all other members, fellow Committee members and the respective clubs politely and with due respect and dignity.
 - b. Not act in a manner unbecoming or demeaning to other members or another club.
 - c. Not bring the Centre into disrepute.

30 DISPUTES AND MEDIATION

- 30.1 It is recognised that grievances or disputes may occur between
- (a) a member and another member; or

- (b) a member and the Association; or
 - (c) if the Association provides services to non-members, those non-members who receive services from the Association, and the Association.
- 30.2 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- 30.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- 30.4 The mediator must be-
 - (a) a person chosen by agreement between the parties; or
 - (b) in the absence of agreement-
 - (i) in the case of a dispute between a member and another member, a person appointed by the Committee of the relevant Association;
 - (ii) in the case of a dispute between a member or relevant non-member (as defined by sub-rule (1) (c)) and the relevant Association, a person who is a mediator appointed to, or employed with, a not for profit organisation.
- 30.5 A member of the relevant Association can be a mediator, though it is preferable that they have a level of training or skill in mediation.
- 30.6 The mediator cannot be a member who is a party to the dispute or has a known conflict of interest to either party in the dispute process.
- 30.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 30.8 The mediator, in conducting the mediation, must-
 - (a) give the parties to the mediation process every opportunity to be heard;
 - (b) allow due consideration by all parties of any written statement submitted by any party;
and
 - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 30.9 The mediator must not determine the dispute, however agreed outcomes are binding on all parties.
- 30.10 The mediation must be confidential and without prejudice.
- 30.11 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.

END – NOTHING BELOW THIS POINT