

**The Bilo Bar Club  
(the club)**

# **CONSTITUTION**

**Contents**

1.0	Definitions .....	2
2.0	General.....	2
3.0	Registered Office.....	3
4.0	Membership.....	3
5.0	Benefits to Members.....	4
6.0	Membership Fee .....	4
7.0	Communications with Members and Member Database/Register .....	4
8.0	Charitable Trust Fund.....	4
9.0	Amendment of The Constitution.....	5
10.0	Address of Member .....	5
11.0	Members’ Liabilities .....	5
12.0	Cessation of Membership .....	6
13.0	Resignation of Membership .....	6
14.0	Effect of Membership .....	6
15.0	Resolution of disputes.....	6
16.0	Disciplining of Members.....	6
17.0	Right of Appeal of Disciplined Member .....	7
18.0	Powers of the Committee .....	7
19.0	Composition and Membership of the Committee .....	8
20.0	Election of Committee Members .....	8
21.0	Duties of the Office Bearers .....	9
22.0	Casual Vacancies .....	9
23.0	Removal of Committee Members .....	9
24.0	Committee Meetings and Quorum .....	9
25.0	Delegation by Committee to Sub-committee .....	10
26.0	Voting and Decisions .....	10
27.0	Holding of General Meetings .....	11
28.0	Business of General Meetings.....	11
29.0	Business of Annual General Meetings.....	11
30.0	Calling of Special General Meetings.....	12
31.0	Notice.....	12
32.0	Quorum for General Meetings.....	12
33.0	Presiding Member.....	12
34.0	Making of Decisions .....	12
35.0	Special Resolutions.....	12
36.0	Voting.....	12
37.0	Proxy votes.....	12
38.0	Postal ballots.....	12
39.0	Insurance.....	13
40.0	Funds - Source.....	13
41.0	Funds - Management .....	13
42.0	Custody of Books etc.....	13
43.0	Inspection of Books etc .....	13

# Bilo Bar Constitution – 2015

## 1.0 Definitions

1.1 In this Constitution:

**Club** means The Bilo Bar Club

**Code of Conduct** means the written policy issued by the Committee and amended from time to time governing the manner in which Members are required to conduct themselves;

**Constitution** means the Constitution of the Club contained herein;

**Financial Year** means the twelve month period ending on the 30<sup>th</sup> September each year;

**Member(s)** means any member of the Club who is either a Bilo Bar member (males), Davui member (females) or Honorary member and, is a natural person over the age of 18 and whose name has been entered in the Register of Members. A Bilo Bar or Davui member is entitled to one vote a special or annual meeting of the club and are also referred to as ordinary members.

**Committee Member** means a Member of the Committee who is either a trustee, Imperial Bilo or Grand Bilo.

**Registered Office** means the registered office of the Club being the Shangri-La's Fijian Resort & Spa, Yanuca Island, Fiji, hereafter referred to as "the resort".

**Resort** means the Shangri-La's Fijian Resort & Spa, Yanuca Island, Fiji, hereafter referred to as "the resort".

**Secretary** means the person holding office under this Constitution as Grand Bilo of the Club;

**Special General Meeting** means a general meeting of the Club other than an annual general meeting;

## 2.0 General

2.1 In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty; and
- (b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

2.2 Except where the contrary intention appears, in this Constitution, an expression that deals with the matter under any relevant Act has the same meaning as that provision of the Act.

2.3 If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this Constitution.

2.4 The provisions of any relevant *Interpretation Act* apply to and in respect of this Constitution in the same manner as those provisions would so apply if this Constitution were an instrument made under the Act.

### 2.5 Name of Club

The name of the Club is The Bilo Bar Club, hereafter referred to as "the club".

### 2.6 Constitution

This Constitution contains the rules setting out the manner in which the Members of the Club have agreed to conduct the administration of the Club and serves as a contract between the Members and the Club.

## **2.7 Non-profit**

- (a) The income, property, profits and financial surplus of the Club, whenever derived, must be applied solely towards the promotion of the objects of the Club as set out in this Constitution.
- (b) The Club is a non-profit organization and must not carry on business for the purpose of profit or gain to its Members.
- (c) No portion of the Club's income property, profits and financial surplus may be paid, distributed to or transferred, directly, indirectly, by way of dividend, property, bonus or otherwise by way of profit, to the Members, or the Committee, or their relatives, except as provided by this Constitution.
- (d) Nothing in this Constitution prevents:
  - (i) the payment, in good faith, of reasonable and proper remuneration to any officer or employee of the Club, or to any Member or the Committee of the Club, in return for any services rendered to the Club or for goods supplied in the ordinary and usual course of business;
  - (ii) the payment of interest at a rate not exceeding interest at the relevant rate for the time being charged by the Club's bankers for overdrawn accounts on money borrowed from a Member; or
  - (iii) payment of reasonable and property rent for premises demised or let by any Member to the Club.

## **2.8 No distribution of profits to Members on winding up**

- (a) If the Club is wound up or dissolved, the assets and property available for distribution after satisfaction of all debts and liabilities are to be donated, given or transferred to some other institution or institutions:
  - (i) having objects similar to the objects of the Club; and
  - (ii) whose Constitution prohibits the distribution of its income and property to an extent at least as great as that imposed by this Constitution.
- (b) The Committee may determine the identity of the institution or institutions for the purpose of subclause 2.8(a) at the time of dissolution. If the Committee fails to determine the identity of the institution or institutions under subclause 2.8(a), the Supreme Court may make that determination.

## **2.9 Objects of the Club**

- To recognize and create a bond amongst guests who have visited the resort on more than three times whilst on holiday.
- To promote the resort by "word of mouth".
- To establish a charitable trust fund and to raise funds and to expend funds as per applicable rules.
- To print and circulate any such journal or periodicals or other literary publications and undertakings as may seem conducive to any objects of the Club.
- To do all such other things as are conducive or incidental to the attainment of the above objects.

## **3.0 Registered Office**

The registered office of the club shall be at Shangri-La's Fijian Resort & Spa, Yanuca Island, Fiji, hereafter referred to as "the resort".

## **4.0 Membership**

Any person over 18 years of age who has holidayed at the resort on more than three occasions (or such other number as the Management Committee shall decide) and has been duly invited by the Grand Bilo or Imperial Bilo to become a member. Children (on attaining the age of 18 years) and spouses/partners of existing members are exempt from the qualifying period as are past members wishing to rejoin the Club.

## Bilo Bar Constitution – 2015

Membership cont ....

Honorary Members - Shall include the Prime Minister, Minister for Tourism, Permanent Secretary for Tourism, The General Manager of the Tourism Fiji, the Chief Executive of Fiji Air and such others as invited from time to time by the Grand Bilo.

At an appointed time, the proposed member will be initiated into the club and presented with articles of membership. The following articles will be provided free of charge by the resort: For male members a tee shirt, For female members a sulu, A Club lapel badge, A certificate of membership printed on masi, A bilo.

Replacement of any of the above will be charged for at prices determined by the resort. The Grand Bilo and or Imperial Bilo may refuse admission to membership at their absolute discretion and need not give a reason.

### **5.0 Benefits to Members**

At the sole discretion of the resort, members will receive special benefits packages and rates, these rates and benefits will be reviewed annually and announced at the AGM.

### **6.0 Membership Fee**

There shall be an annual membership fee of FJD\$40.00 (or such other amount as decided at the AGM) the collection of which will be the sole responsibility of the resort. The membership fee is due and payable by the 31st day of July each year and shall be credited without deduction into the Charitable Trust Fund. Any member who has not paid the fee on or before the 30th day of September in each year shall cease to be a member but shall be entitled to rejoin upon payment of the current membership fee at that time.

Fees and Subscriptions are not refundable upon the cessation or resignation of Membership however caused. Fees are not pro-rated for any member who joins during the financial year of the club.

### **7.0 Communications with Members and Member Database/Register**

In the interest of individual member privacy and commercial security, the membership register will be hosted by the resort. The membership database will be treated as containing private and confidential member details and, as such, will be treated in accordance with Shangri-La's corporate policy. All communication to the membership base requiring the use of the database will be handled by the resort. No communications to members is to take place without approval of the management committee. Any provision of individual member details to any other party or for business matters not pertaining to the club will not be provided without written consent from the individual member to the resort.

### **8.0 Charitable Trust Fund**

The Club shall establish a Charitable Trust Fund ("the Fund") to be administered by the Grand Bilo and the five elected Trustees.

- a) The Objects of the fund are:
  - i) To promote and provide financial aid for educational projects and vocational training which will benefit the villages where staff of the resort reside.
  - ii) To provide medical services to resort staff, their spouses/partners and dependent children.
  - iii) To provide financial aid to villages (that resort staff ordinarily reside at) when affected by natural disasters.
  - iv) To provide financial aid for education to a child or children of any staff member of the resort.
  - v) To provide financial aid to promote and encourage sports for school children throughout the district around the resort.
  - vi) Generally to provide support for any project which the majority of the Management Committee believes will benefit the immediate community.

## Bilo Bar Constitution – 2015

Charitable trust fund cont .....

- b) The Trustees of the Fund shall open a bank account in the name of “Bilo Bar Club Trust Fund” at a financial institution regulated under the laws of Fiji, preferably at the Sigatoka Branch of any such institution into which all membership fees, donations and fundraising of the Club shall be deposited.
- c) Payment from the Fund is at the discretion of the Trustees and Grand Bilo by a simple majority of votes cast in person or by proxy. However, no payment shall be made from the Fund other than in the pursuit of the objects of the Fund. In the event of an equality of votes on a matter before the trustees and Grand Bilo as to a particular payment from the trust fund, the Grand Bilo is to have the deciding vote on the matter.
- d) The Trustees and Grand Bilo shall have the power to invest any part of the Fund from time to time as they consider appropriate. All returns from such investments shall form part of the fund.
- e) The accounting year of the Fund shall end on 30 September every year.
- f) The Trustees shall:
  - i) Cause proper accounts to be kept with respect to all sums of money received into the Fund and expended from the fund with supporting invoices/vouchers, receipts and minutes of approval being retained.
  - ii) Cause to be prepared a statement of income and expenditure for the year ending on 30 September in each year.
  - iii) Cause to be prepared a Balance Sheet as at 30<sup>th</sup> September each year, A copy of the balance sheet and profit and loss statement shall be furnished to all attendees of the AGM.
  - iv) The accounts of the fund shall be kept at the office of the Grand Bilo.

### **9.0 Amendment of The Constitution**

Any proposed amendment shall be in writing and must be received by the Grand Bilo on or before the 30th day of June preceding the AGM at which the resolution is to be determined. After approval by the Management Committee, such proposal shall be published in the Club’s websites and remain on the site/s for at least 30 days and/or published in the clubs newsletter that is posted to members at least 30 days prior to the date of the next AGM. Any resolution to amend the constitution must then be put to members and receive 75% or more of the valid votes cast in favor of the resolution at the next AGM at which the resolution is to be determined.

### **10.0 Address of Member**

- (a) Each Member is required to provide to the Secretary details of an address in where the Club can send notices.
- (b) If a Member fails to provide an address, the address of the Member is deemed to be the Registered Office of the Club.

### **11.0 Members’ Liabilities**

The liability of a Member of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of the winding up of the Club is limited to the amount, if any, of unpaid Fees and Subscriptions payable as required by clause 6.

## **12.0 Cessation of Membership**

A Member ceases to be a Member if the person:

- a) dies;
- b) resigns in writing;
- c) becomes of unsound mind (in the opinion of the committee) or becomes liable to be dealt with in any way under the law relating to mental health;
- d) fails to renew their Membership in accordance with the directions (if any) of the Committee;
- e) fails to pay the annual Membership Fee or Subscription before the 1st day of October following the end of the financial year;
- f) is found to be in breach of the Constitution and/or Code of Conduct (in the opinion of the committee) and expelled from the club, or, otherwise expelled from the Resort;
- g) is convicted of any indictable offence;
- h) The Committee at its discretion, may allow a further period of time in the case of subclause 14.(d) or 14(e) where an unintentional error or procedural delay has occurred.

## **13.0 Resignation of Membership**

A member of the Club may resign their membership of the Club by first giving to the Secretary written notice of at least 14 days (or such other period as the Committee may determine) of the Member's intention to resign and, on the expiration of the period of notice, the Member ceases to be a Member.

## **14.0 Effect of Membership**

Members acknowledge and agree that:

- (a) this Constitution is a contract between each of them and the Club and that they are bound by this Constitution and the Code of Conduct;
- (b) Members shall comply with and observe the Constitution and the Code of Conduct and any determination, resolution or policy which may be made or passed by the Committee;
- (c) by submitting to this Constitution and Code of Conduct Members become subject to the jurisdiction of the Club;
- (d) the Constitution promotes a common purpose and objects, being the mutual and collective benefit of the Club and all Members;
- (e) the Constitution and the Code of Conduct are necessary and reasonable to further the Club purpose and objects including the advancement and protection for the Club and its Members;
- (f) Members are entitled to all benefits, advantages, privileges and entitlements attaching to being a Member of the Club.

## **15.0 Resolution of disputes**

A dispute between a Member and another Member (in their capacity as Members) of the Club or a dispute between a Member or Members and the Club, must in the first instance meet with each other in good faith to resolve the dispute.

In the event a dispute remains unresolved then the decision of the Grand Bilo is final and not subject to further mediation or review.

## **16.0 Disciplining of Members**

A written complaint may be made to the Committee by any Member about a Member who:

- (a) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or
- (b) has failed to comply with and/or breached the Code of Conduct; or
- (c) has persistently wilfully acted in a manner prejudicial to the interests of the Club; or
- (d) has conducted himself or herself in a manner, which in the opinion of the complainant Member is unbecoming of a Member; or
- (e) has failed to obey laws and regulations pertaining to the Club.

## Bilo Bar Constitution – 2015

Disciplining of members cont ....

The Committee may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature. If the Committee determines to deal with the complaint, the Committee:

- (a) must cause notice of the complaint to be served on the Member concerned; and
- (b) must give the Member at least 14 days from the time the notice is served to make written submissions to the Committee in connection with the complaint; and
- (c) must take into consideration any written submissions made by the Member in connection with the complaint.

The Committee may, by resolution within 60 days of the notice, expel the Member from the Club or suspend the Member from Membership of the Club for a maximum period not exceeding 6 months if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted. If the Committee resolves to expel or suspend a Member, the Secretary must, within 7 days after the resolution, cause written notice to be given to the Member of the resolution.

Costs incurred by a Member in regard to this clause and clause 12 shall be the sole responsibility of the Member and the Club shall not be liable in any way for costs regardless of the outcome of any appeal.

A Member who is suspended is not entitled to vote at a general meeting whilst his or her suspension is in force. A Member who is suspended is entitled to receive the Club newsletter, notices and other communications. A Member who is suspended must pay the annual Membership Fees in accordance with clause 6.

### **17.0 Right of Appeal of Disciplined Member**

A person dealt with under clause 16.0 has the right to request the Committee to reconsider the decision where fresh evidence not considered by the Committee at the time of the resolution can be produced. A Member has only one (1) right of appeal for fresh evidence.

A Member may also appeal to the Grand Bilo whose decision is final and not subject to further appeal, no reason for the decision under this paragraph need be made.

### **18.0 Powers of the Committee**

Subject to any Act, Regulation and this Constitution and to any special resolution passed by the Members of the Club in general meeting, the Committee:

- (a) is to control and manage the affairs of the Club; and
- (b) may exercise all such functions as may be exercised by the Club, other than those functions that are required by this Constitution to be exercised by a general meeting of Members of the Club; and
- (c) has power to perform all such acts and do all such things as appear to the Committee to be necessary or desirable for the proper management of the affairs of the Club and for compliance with applicable statutes and regulations.
- (d) must first seek the approval of members in general meeting before disposing of a wholly owned asset that has a market value, as appraised by the committee, of more than \$30,000 FJD, or expend more than \$30,000 FJD on a single item or project. The Committee is to adjust this amount, at their discretion, on the 30<sup>th</sup> day of June in each year for annual changes in inflation.

## **19.0 Composition and Membership of the Committee**

The Committee of Management is to consist of:

- (a) the Imperial Bilo,  
The Grand Bilo (being the general manager of the resort)
- (b) 5 trustees (made up of 2 trustees from group A and 3 trustees from group B)

Transitional Rules.

The Imperial Bilo incumbent at the date of the promulgation of this constitution (Ray Louis) holds office until the conclusion of the 2016 AGM and is eligible for re-election.

Trustees from group A at the promulgation of this constitution hold office until the conclusion of the 2016 AGM, they are Mrs Sue Brett and Mr Barry Hancock and are eligible for re-election.

Trustees from Group B at the promulgation of this constitution holding office until the conclusion of the 2017 AGM, are Mr Sean McEvoy, Mr Michael Mulcahy and Mr David Neaves and are eligible for re-election.

The maximum number of Committee Members is to be 7.

The Imperial Bilo is to hold office for a period of two years, starting from 2016, unless re-elected.

The two trustees from group A hold office for a period of two years, starting from 2016, unless re-elected.

The three trustees from group B hold office for a period of two years, starting from 2017, unless re-elected.

## **20.0 Election of Committee Members**

Nominations of candidates for election as Imperial Bilo and Trustees of the Club;

- (a) must be made in writing, signed by 2 current club members (not being honorary members) and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
- (b) must be delivered to the Grand Bilo of the Club on or before the 31<sup>st</sup> day of July prior to the AGM at which the election is to take place,
- (c) all valid nominations received must be published in the clubs web sites and or newsletter at least 30 days prior to the AGM in the same manner as rule 9.0 notice.

If insufficient nominations are received to fill all vacancies on the Committee, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.

If insufficient further nominations are received, any vacant positions remaining on the Committee are taken to be casual vacancies.

If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.

If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held at the AGM. The ballot for election is to be conducted in the manner and process as directed by the chairperson, two scrutineers are to oversee the counting.

A person nominated as a candidate for election must be a Member of the Club who is entitled to vote and has been a financial member for at least 12 months prior to the election date. A member cannot accept nomination at an election or fill a position as a casual vacancy if they are related to an existing committee member or candidate

Should an equal number of votes being declared for two (2) or more candidates, the Grand Bilo or acting Chairman as the case may be, shall have the casting vote.



### **21.0 Duties of the Office Bearers**

The duties of the Grand Bilo include:

- (a) to coordinate the Club's activities;
- (b) to chair Member meetings and Committee meetings.

The duties of the Imperial Bilo include

- (a) to act on behalf of the Grand Bilo in all duties and functions in his /her absence.
- (b) to arrange general and committee meetings;

The duties of the Treasurer include:

- (a) to record all income received and payments made;
- (b) ensure that moneys due to the Club is collected and recorded and that all payments are authorised;
- (c) to prepare an annual budget for the Committee;
- (d) to present financial reports to each Committee meeting as required by the Committee;
- (e) to keep the financial records of the Club;
- (f) to prepare a financial report for the auditor for the annual general meeting in accordance with applicable Australian accounting standards for the Financial Year; and
- (g) to recommend annually to the Committee the independent auditor for the Club who is entitled to receive in the same way as an ordinary Member notice of a general meeting and any other communication relating to the general meeting.

### **22.0 Casual Vacancies**

In the event of a casual vacancy occurring in the Membership of the Committee, the Committee shall appoint an Ordinary Member of the Club to fill the vacancy and the Member so appointed is to hold office, subject to this Constitution, until the conclusion of the annual general meeting next following the date of the appointment.

A casual vacancy in the office of a Member of the Committee occurs if the Member:

- (a) dies;
- (b) is suspended or ceases (for any reason) to be a Member of the Club;
- (c) becomes an insolvent under administration.
- (d) resigns office by notice in writing given to the Secretary;
- (e) is removed from office under this constitution;
- (f) becomes a mentally incapacitated person;
- (g) is absent without the consent of the Committee from 2 consecutive meetings of the Committee;
- (h) is convicted of an offence involving fraud or dishonesty.

### **23.0 Removal of Committee Members**

The members in a general meeting of Members may by special resolution remove any Member of the Committee (excluding the Grand Bilo) before the expiration of the Member's term of office and may by resolution appoint another person.

If a Member of the Committee to whom a proposed resolution referred to above relates makes representations in writing to the Grand Bilo (not exceeding a reasonable length) and requests that the representations be made available to members present at the meeting to determine the resolution.

### **24.0 Committee Meetings and Quorum**

The Committee must meet at least 4 times in each financial year at such place and time including electronically (via telephone, Skype, Google, conference call, webinar or other electronic medium) as the Committee may determine.

## Bilo Bar Constitution – 2015

### Committee meetings and quorum cont ....

Additional meetings of the Committee may be convened by the Grand Bilo, Imperial Bilo or by any Member of the Committee.

Oral or written notice of a meeting of the Committee must be given to each Member of the Committee at least 48 hours (or such other period as may be unanimously agreed on by the Members of the Committee) before the time appointed for the holding of the meeting.

Notice of a meeting given must specify the general nature of the business to be transacted at the meeting, which any member of the Committee is entitled to submit, and no business other than that business is to be transacted at the meeting, except business which the Committee Members present at the meeting unanimously agree to treat as urgent business.

Any Four members of the Committee constitute a quorum for the transaction of the business of a meeting of the Committee.

A Committee Member may with prior written notice to the Secretary attend electronically or, may give a written proxy to another Committee Member. The proxy is valid for the next upcoming meeting or any adjournment of that meeting only.

No business is to be transacted by the Committee unless a quorum is present (in person including electronically or, by proxy) and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.

If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

At a meeting of the Committee:

- (a) the Grand Bilo or in their absence, the imperial Bilo is to preside; or
- (b) if the Grand Bilo and the Imperial Bilo are absent or unwilling to act as such, one of the remaining Committee Members as may be appointed by the Committee Members present at the meeting is to preside.

### **25.0 Delegation by Committee to Sub-committee**

The Committee may, by instrument in writing, delegate to one or more subcommittees (consisting of such Member or Members of the Club as the Committee thinks fit) the exercise of such of the functions of the Committee as are specified in the instrument, other than this power of delegation.

### **26.0 Voting and Decisions**

Questions arising at a meeting of the Committee or of any sub-Committee appointed by the Committee are to be determined by a majority of the votes of Members of the Committee or sub-Committee present at the meeting. Trust fund transaction are subject to the requirements of rule 8(c).

Each Member present at a meeting of the Committee or of any sub-Committee appointed by the Committee (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

The Committee may act despite any vacancy on the Committee.

Any act or thing done or suffered, or purporting to have been done or suffered, by the Committee or by a subcommittee appointed by the Committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any Member of the Committee or sub-committee.

### **27.0 Holding of General Meetings**

The Club must hold its annual general meeting during the month of October or November in each year immediately after the close of the Club's Financial Year.

The annual general meeting of the Club is to be convened at the resort on such date and at such place and time as the Committee thinks fit.

### **28.0 Business of General Meetings**

The chair of a general meeting may refuse admission to, or require to leave and remain out of, the meeting any person:

- (a) in possession of any image or sound-recording or sound-recording device;
- (b) in possession of an object considered by the Chair to be dangerous, offensive or liable to cause disruption;
- (c) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;
- (d) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (e) who is not:
  - (i) a Member, their attorney;
  - (ii) a Committee Member; or
  - (iii) the auditor of the Club.

Except with the approval of the Committee members present and with the permission of the chair, no person may move at any meeting either:

- (a) in regard to any special business of which notice has not been given, any resolution or any amendment of a resolution; or
- (b) any other resolution (which does not constitute part of special business) of which notice has not been given.

Subject to the requirements of any governing Act, the general conduct of each general meeting of the Club and the procedures to be adopted at the meeting are determined by the chair. The chair may, as considered necessary for the proper conduct of the meeting, demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members present.

The chair may require the adoption of any procedure that, in the chair's opinion, is necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Club, whether on a show of hands or on a poll.

### **29.0 Business of Annual General Meetings**

In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:

- (a) to confirm the minutes of the last preceding annual general meeting and of any Special General Meeting held since that meeting;
- (b) to receive from the Committee reports on the activities of the Club during the last preceding Financial Year;
- (c) to receive and consider any financial statement or report required to be submitted to Members ; and
- (d) to elect Committee Member position/s due for re-election or otherwise vacant.
- (e) to deal with any other matter of which valid notice has been given.

The chair shall, at his or her absolute discretion decide the order of business under subclause 29. An annual general meeting must be specified as such in the notice convening it.

**30.0 Calling of Special General Meetings**

The Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.

The Committee must, on the requisition in writing of the lower of; 10 per cent of the total number of Ordinary or 25 Ordinary Members convene a Special General Meeting of the Club.

**31.0 Notice**

The grand bilo shall cause notice to be made on the website or newsletter at least 30 days prior to the date of the meeting under clause 27 or 30.

**32.0 Quorum for General Meetings**

No item of business is to be transacted at a general meeting unless a quorum of Members entitled under this Constitution to vote is present during the time the meeting is considering that item. The quorum must be present at all times during the meeting. 25 Members present in person (being Members entitled under this Constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.

**33.0 Presiding Member**

The Grand Bilo or, in their absence, the Imperial Bilo, is to preside as chairperson at each general meeting of the Club. If either are absent or unwilling to act, or any other committee member present is also unwilling to act, the Members present must elect one of their number to preside as chairperson at the meeting.

**34.0 Making of Decisions**

A question arising at a general meeting of the Club is to be determined by either:

- (a) a show of hands; or
- (b) if on the motion of the chairperson or if 10 or more Ordinary Members present at the meeting decide that the question should be determined by a written ballot—a written ballot

If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Club, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.

**35.0 Special Resolutions**

A special resolution may only be passed by 75% or more of the valid votes of members present.

**36.0 Voting**

On any question arising at a general meeting of the Club an Ordinary Member has one vote only

In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.

A Member is not entitled to vote at any general meeting of the Club unless all money due and payable by the Member to the Club has been paid.

**37.0 Proxy votes**

proxy votes are not allowed in a meeting of members.

**38.0 Postal ballots**

The Club does not permit postal ballots.

**39.0 Insurance**

The Club is to effect and maintain insurance policy/s that in the opinion of the Committee, adequately and efficiently cover insurable risks.

**40.0 Funds - Source**

The funds of the Club are to be derived from Membership Fees and Subscriptions of Members, entry fees, donations, sponsorship, unsecured loans and, subject to any special resolution passed by the Club in general meeting, such other sources as the Committee determines.

All money received by the Club must be deposited as soon as practicable and without deduction to the credit of the Club's bank. The Club must, as soon as practicable after receiving any money, issue an appropriate receipt if not already provided by the resort.

**41.0 Funds - Management**

All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by a minimum of any 2 of either Trustees or Grand Bilo or such other persons as they deem necessary to delegate authority to.

**42.0 Custody of Books etc.**

Except as otherwise provided by this Constitution, the Imperial Bilo must keep in his or her custody or under his or her control all records, books and other documents relating to the Club.

**43.0 Inspection of Books etc.**

The following documents must be open to inspection, free of charge, by a Member of the Club at any reasonable hour with prior arrangement:

- (a) financial documents and financial records of the Club not subject to privacy laws and the Regulation or a restriction notified by a Member on their personal information.
- (b) this Constitution;
- (c) minutes of all general and special meetings of Members of the Club.

A Member of the Club may obtain a copy of any of the documents referred to above on payment of a fee to the Secretary of not more than \$1 for each page copied.