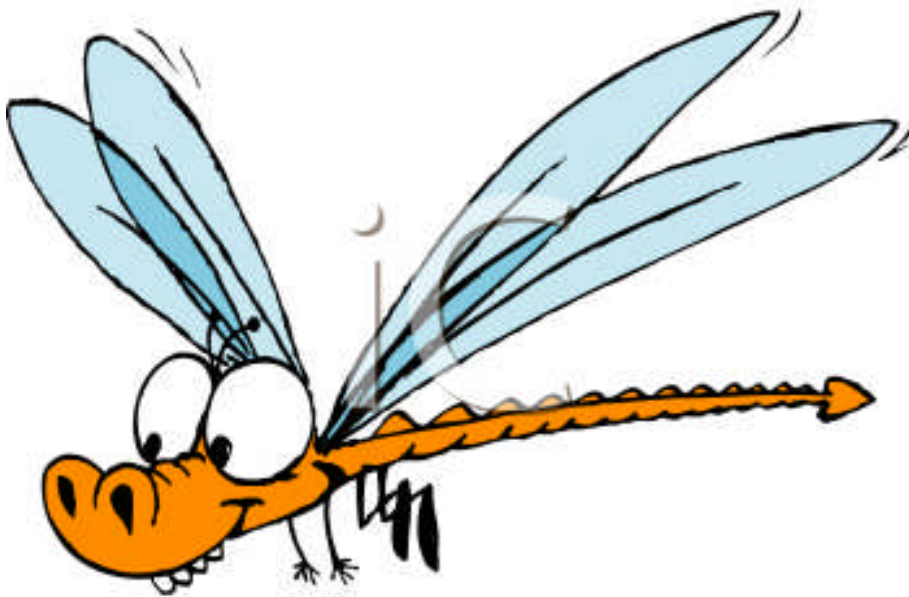


**(FINAL DRAFT) CONSTITUTION OF**

**DENMARK DRAGON BOAT CLUB INC**



## CONTENTS

1.	NAME.....	4
2.	DEFINITIONS.....	4
3.	OBJECTS AND AIMS .....	4
4.	NON-PROFIT CLAUSE.....	5
5.	MEMBERSHIP.....	5
6.	CONCESSION MEMBERSHIP .....	7
7.	LIFE AND HONORARY MEMBERSHIP	
8.	PATRONAGE .....	7
9.	MEMBERS LIABILITY .....	7
10.	EXPULSION .....	8
11.	CESSATION OF MEMBERSHIP.....	8
12.	RESIGNATION.....	9
13.	MEMBERS GRIEVANCES.....	9
14.	MANAGEMENT BOARD .....	9
15.	SUB-COMMITTEES .....	12
16.	AUDIT.....	12
17.	FINANCIAL YEAR .....	12
18.	SUBSCRIPTION AND REGISTRATION.....	13
19.	DEFAULT OF MEMBERS .....	13
20.	VOTING .....	13
21.	BOARD MEETINGS .....	14

<b>22.</b>	<b>ANNUAL GENERAL MEETING .....</b>	<b>15</b>
<b>23.</b>	<b>EXTRAORDINARY MEETING .....</b>	<b>17</b>
<b>24.</b>	<b>CASUAL VACANCIES.....</b>	<b>17</b>
<b>25.</b>	<b>PROXIES .....</b>	<b>17</b>
<b>26.</b>	<b>FUNDS .....</b>	<b>18</b>
<b>27.</b>	<b>SEAL .....</b>	<b>18</b>
<b>28.</b>	<b>ALTERATION TO THE RULES .....</b>	<b>18</b>
<b>29.</b>	<b>DISSOLUTION .....</b>	<b>18</b>
<b>30.</b>	<b>GENERAL REGULATIONS .....</b>	<b>19</b>
<b>31.</b>	<b>INSPECTION OF RECORDS .....</b>	<b>19</b>
<b>32.</b>	<b>INTERPRETATION.....</b>	<b>19</b>
<b>33.</b>	<b>APPENDIX A –DUTIES OF TREASURER.....</b>	<b>21</b>

## **1. NAME**

The name of this organisation shall be DENMARK DRAGON BOAT CLUB Inc. (hereafter referred to as the "DDBC").

## **2. DEFINITIONS**

- 2.1. An Ordinary Member is an individual who has registered with the DDBC and paid the annual registration fee.
- 2.2. Board means the Board of Management as defined in section 13.
- 2.3. Act means the Associations Incorporation Act 1987.

## **3. OBJECTS AND AIMS**

The objects and aims for which DDBC is established are:

- 3.1. To promote and encourage the development of the Denmark Dragon Boat teams.
- 3.2. To raise awareness of Dragon Boating in the in the Denmark/Walpole community and to actively promote the sport an cultural traditions of the sport.
- 3.3. To raise awareness of cancer survivors/supporters and demonstrate that people can be actively involved in life after cancer by encouraging cancer survivors and their supporters to participate in Dragon Boating and possibly establish their own dragon boating team under auspices of the DDBC.
- 3.4. To maintain contact and liaison with other organisations whose objectives are similar.
- 3.5. To provide the opportunity for breast cancer/cancer survivors, their supporters and others to develop supportive networks.
- 3.6. To ensure Risk Management and Duty of Care policies exist for all members.
- 3.7. To adhere to the rules for dragon boat racing in Australia as advised by the Dragon Boating WA ("DBWA") and the Australian Dragon Boat Federation ("AusDBF");
- 3.8. To assist in the promotion of Great Southern Region Western Australia as a venue for national and international dragon boat racing.

- 3.9. To hold funds derived from the fees of members, donations, grants, payments and other such sources as may be approved by DDBC.
- 3.10. To disburse funds in order to settle debts, purchase equipment and/or property and in any other manner so as to further these objects. Provided that in case the DDBC shall take or hold any property which may be subject to trusts, the DDBC may only deal with the same in such manner as is allowed by law having regards to such trusts.
- 3.11. The DDBC shall be empowered to do all such acts and things necessary which are incidental to and necessary for the attainment of the above Objects and Aims of the DDBC.

#### **4. NON-PROFIT CLAUSE**

The property and income of the DDBC shall be applied solely towards the promotion of the Objects and Aims of the DDBC and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of those Objects and Aims.

#### **5. MEMBERSHIP**

Membership of the DDBC is open to all individuals in Western Australia who accept the Objects and Aims of the DDBC.

5.1. Membership to the DDBC will be in the following classes:-

- a) Ordinary Members.
- b) Concession Members.
- c) Junior Members
- d) Life and Honorary Members.
- e) Affiliate Members.

5.2. Ordinary Members are those individuals who are full members and are registered with the DDBC under Clause 5.7.

- 5.3. Concession Members are those members admitted under Clause 6 hereof.
- 5.4. Junior Members are those members that have attained the age of twelve (12) years but have not yet attained the age of eighteen (18) years. A Junior member will not have voting rights.
- 5.5. Affiliate Members are those members who have demonstrated interest or investment in the sport of dragon boat racing in Western Australia, either broadly or specifically and being in an area the Board considers appropriate and can be individuals, Corporations and Incorporated bodies interested in the work of the DDBC.
- 5.6. Life and Honorary Members are those members admitted under Clause 7 hereof.
- 5.7. Any application for membership shall be addressed to the Board in writing on the prescribed form, and shall state the class of membership sought and shall include an application fee to be determined by the Board, which shall be reviewed annually.
- 5.8. Such application shall be considered at the next Board meeting of the DDBC, which shall determine upon the admission or rejection of the applicant. The Board will not be required to give any reason for the rejection of the applicant.
- 5.9. All members, either Ordinary or Affiliate Members, must be registered annually with the DDBC and pay the annual membership fee as determined by the Board.
- 5.10. The voting rights of an Ordinary Member will commence after admission of the applicant.
- 5.11. A register of members shall be kept up to date by the Secretary of the DDBC, showing the name, postal or residential address, phone number and electronic contact details of each member where available. Such register to be available to each member for inspection electronically or in hard copy upon request.
- 5.12. Any individual who ceases to be a member will be deleted from the register.

## **6. CONCESSION MEMBERSHIP**

- 6.1. Concession Membership may be bestowed upon any individual who has extenuating circumstances as determined by the Board annually. Once bestowed, a Concession Membership will have the rights and responsibilities of an Ordinary Member.

## **7. LIFE AND HONORARY MEMBERSHIP**

- 7.1 Life Membership may be bestowed upon any individual who in the opinion of the DDBC has given outstanding service to the DDBC.
- 7.2 Such membership carries the same rights and responsibilities as an Ordinary Member.
- 7.3 A proposal for Life Membership shall be given by notice and shall include a resume of the proposed recipient's contribution of service and shall accompany the Notice of Annual General Meeting and be given to all Members.
- 7.4 Such a motion to confer Life Membership must be affirmed by a secret ballot at an Annual General Meeting by a three-fourths majority of those present and eligible to vote.
- 7.5 Honorary Membership may at the discretion of the Board be conferred for a limited period of time, for an outstanding contribution or for a distinguished visitor.

## **8. PATRONAGE**

The DDBC may seek to appoint a suitable person/persons as Patron of the DDBC.

## **9. MEMBERS LIABILITY**

The Members of the DDBC shall have no liability to contribute towards the payment of debts and liabilities of the DDBC or the costs, charges and expenses of winding up the DDBC except to the amount of any unpaid membership or registration fee.

## **10. EXPULSION**

- 10.1 The Board, may, by a vote of at least three-fourths of their number to expel, suspend or reprimand any Member, should any Member not comply with the Rules of the DDBC, or is found guilty of conduct which is, in the opinion of the Board, prejudicial to the interests of the DDBC or its Members.
- 10.2 Before any Member is expelled, suspended or otherwise reprimanded, an appointed Sub Committee shall inquire into the conduct in question, and the Member shall be given the opportunity to justify or explain their conduct before that Committee.
- 10.3 Providing that a quorum is established and the majority of the Sub Committee is present when the matter is enquired into, and that they are of the opinion that the Member has been guilty of such action as afore-said, then the Sub Committee may recommend to the Board that the Member in question be expelled or suspended from the membership to the DDBC, or otherwise recommend that the Board reprimand that Member as the case may be.
- 10.4 Should any member fail to appear at an inquiry conducted under Clause 10.2 and Clause 10.3 hereof, or any adjournment thereof, the Sub Committee may proceed in that Member's absence to conduct the said inquiry and to make its findings as herein before empowered.
- 10.5 Any Member expelled or suspended from membership of the DDBC shall lose and forfeit to the DDBC all interest and benefit in the funds and property of the DDBC and all rights attached to membership.

## **11. CESSATION OF MEMBERSHIP**

Membership to the DDBC and all membership entitlements shall cease 30 days after the issuing of Membership Renewal Notices containing the membership fees for the following year as affirmed at the DDBC's Annual General Meeting. Membership may also cease upon resignation, expulsion or failure to pay outstanding membership fees.



## **12. RESIGNATION**

- 12.1 A Member may at any time, by giving notice in writing to the Secretary, resign his/her membership.
- 12.2 Any Member who resigns from the DDBC shall lose and forfeit to the DDBC all interest and benefit in the funds and property of the DDBC and all rights attaching to membership.

## **13. MEMBERS GRIEVANCES**

The Board sets the procedures that must be followed if a grievance is received relating to the DDBC's members or policies. For a grievance to be considered the complaints procedure, as determined by the Board must be followed.

## **14. MANAGEMENT BOARD**

- 14.1 The Management Board, 'The Board', shall be responsible for setting policy, planning and managing the usual business affairs of the DDBC in accordance with the Objects and Aims of the DDBC detailed in Clause 3.
- 14.2 The powers of the Management Board include but are not limited to
  - a) To acquire, hold, lease or otherwise deal with and dispose of any real property.
  - b) To open and operate bank accounts
  - c) To invest funds in a manner authorized by the rules of DDBC
  - d) To accept donations/gifts in accordance with the objects of the DDBC
  - e) To pay for, maintain or improve the premises and furniture and equipment that are used by the DDBC
  - f) To carry out any other business for the benefit of the DDBC and members, consistent with the objects of the DDBC.

- 14.3 The Board members shall comprise the Office Bearers of the DDBC as specified in Clause 14.12. Office Bearers and others positions as specified by the Board from time to time. All Board members must be financial Ordinary Members of the DDBC.
- 14.4 The Board may, by its own election, may invite any Life Member to sit on the Board in an advisory capacity.
- 14.5 The Board may elect from among themselves, or appoint from ordinary members, in addition to the Board members, to fulfill specific functions such as coach, assistant coach, or event coordinator for a specified term.
- 14.6 The Board shall meet at least eight times per year during its term of office.
- 14.7 A meeting of the Board may be called on the written or emailed request of at least three Board members addressed to the Secretary of the DDBC and upon receipt of such request, the Secretary shall convene a meeting on a date not later than 14 days following the receipt of such a request.
- 14.8 A Board member shall cease to hold office in any capacity with the DDBC upon any of the following:-
- a) Death.
  - b) Ceasing to be a financial registered Ordinary Member of the DDBC.
  - c) Giving notice of resignation in writing to the Secretary.
  - d) Becoming an insolvent under administration, within the meaning of the Corporations Law.
  - e) Becoming mentally incapacitated.
  - f) Being absent without apology from three consecutive Board meetings.
  - g) Upon membership or affiliation with a body with objectives and aims that are in conflict with the Objects and Aims of the DDBC.
- 14.9 The quorum of the Board shall be one half of the elected Board members plus one. Should a quorum not be present, a new meeting shall be convened at the same time and venue after the expiration of seven (7) days and at such adjourned meeting the delegates present shall form a quorum regardless of the number present.

- 14.10 Where a Board member has an interest in any dragon boat activity run for personal profit or advantage they will be required to complete a Pecuniary Interest Declaration stating the nature of their interest and the nature of the activity.
- 14.11 Where a Board member has an interest in any dragon boat activity run for personal profit or advantage they will disqualify themselves from taking part in any Board vote in relation to that activity.
- 14.12 Life, Honorary and Affiliate members shall have no voting entitlements at meetings of the Board.
- 14.13 The elected Office Bearers of the DDBC will be as a minimum the following:-
- a) President
  - b) Secretary
  - c) Treasurer

Other Office Bearing positions maybe created by the Board as required and filled by election after nominations have been received at Annual General Meetings or Extraordinary General Meeting.

- 14.14 Board members terms will be from their election at an Annual General Meeting (Clause 21) until the election of Board members at the second Annual General Meeting after their election, but such persons are eligible for re-election to membership of the Committee.
- 14.15 Retirement of Office Bearers and Board members shall be staggered such that 50% of the Board will retire each year as follows:-

YEAR ONE	YEAR TWO
President	Secretary
Treasurer	

14.16 Prior to the election of the Board at the first annual general meeting to be held after the incorporation of the DDBC, a ballot will be held to choose:

a) if the Board consists of an even number of members, half of that number; or

b) if the Board consists of an odd number of members, the number of members nearest to, and exceeding, half of that odd number, who will cease to be Board members, but will be eligible for re-election to membership of the Board.

14.17 The Secretary will have custody of the records, books, documents and securities of the DDBC.

14.18 The manner in which funds are to be controlled and duties of the Treasurer are as outlined in Appendix A.

## **15. SUB-COMMITTEES**

15.1 Sub-Committees may be formed for the purpose of pursuing any of the Objects and Aims of the DDBC and for any other purpose as the Board may determine from time to time.

15.2 The Chair of any Sub-Committee shall be appointed by the Board.

15.3 The President and the Secretary shall be ex-officio members of all Sub-Committees.

## **16. AUDIT**

The Board shall appoint an auditor who shall report to the Members in accordance with the relevant standards and regulations prior to the Annual General Meeting. The auditor shall not be a member of the management board.

## **17. FINANCIAL YEAR**

The financial year of the DDBC shall commence on the 1<sup>st</sup> day of September and end on the 31<sup>st</sup> day of August, of the following year.

## **18. SUBSCRIPTION AND REGISTRATION**

- 18.1 The annual membership fee to be paid by all Members and Affiliate Members of the DDBC shall be prescribed by the Board at the Annual General Meeting or Extraordinary General Meeting for the purpose and shall be paid prior to the first day of September. (Note: that the membership fee establishes financial membership for the year 1<sup>st</sup> September and ends 31<sup>st</sup> August in the following year.)
- 18.2 Pro rata fees may apply if stipulated in the Meeting establishing fee structure but in any case membership fees will not be lower than the Dragon Boating Western Australia membership fee.
- 18.3 No part of the membership fee shall be refunded to any member retiring or resigning from the DDBC.

## **19. DEFAULT OF MEMBERS**

- 19.1 While any monies payable by a Member are overdue, that Member may not vote or be counted in a quorum for a meeting of the Board or exercise any powers as members of the DDBC unless the Board resolves otherwise.

## **20. VOTING**

- 20.1 All Members of the Board, present at a Board meeting (or involved in a poll of the Board members) shall be entitled to one (1) vote.
- 20.2 Each Board Member or Proxy will be entitled to one (1) vote on any one motion or matter at any Board meeting at which they are present or in any poll of a meeting of the Board, called for whatever purpose.
- 20.3 Voting shall be by simple majority, unless otherwise stated in the Rules.
- 20.4 Voting will be by a show of hands where Board Members are physically present and voting, or, by assent in a poll or other circumstances when Board Members are not physically present, except that:-
  - a) Any contested election at the Annual General Meeting or otherwise shall be by secret ballot

- b) Any meeting may, by show of hands, require any other vote to be by secret ballot.
  - c) A special resolution will require seventy-five percent of the members (rounded up) voting to be resolved in the affirmative.
  - d) Where a resolution regarding an issue is required and the calling of a Board meeting (whether a general meeting or a meeting of the Board) is deemed by the President to be difficult or impossible to call within the time frame required for the resolution of the matter at hand, the Secretary may conduct a poll of Board members either by telephone or by any other means deemed appropriate in order to obtain a resolution. All members of the Board (or in the case of a general resolution, all Members) must be contacted as part of the poll and no resolution will be declared unless this proviso is met. The results of such a poll will be declared in writing to all members of the DDBC within seven (7) days of the taking such a poll.
  - e) All elections and/or appointments to the Board will be voted upon regardless of the number of candidates standing for such positions.
  - f) At any meeting of the DDBC, in the case of a tied vote on any matter, the President shall exercise a casting vote.
- 20.5 Any person(s) may be invited to attend any meeting but will speak only at the direction of the Chair.

## **21. BOARD MEETINGS**

- 21.1 At least 7 days notice of all general meetings and notices of motion shall be given to all Board members (except for the Annual General Meeting and for an Extraordinary General Meeting).
- 21.2 Written notice of all meetings shall be given to members either personally, by post, by email, by fax or by any other available communications channels.
- 21.3 Notices sent by post shall be deemed to have been received two days after the date of posting.

- 21.4 Board meetings of the DDBC shall be held in the following manner:-
- a) The President, or in his/her absence the nominated board member shall take the Chair.
  - b) The Chair shall open and close the meeting and conduct it in accordance with the Rules ordinarily observed in the conduct of meetings.
  - c) Only financial Board Members are eligible to vote. Each Board member is entitled to a single vote.
  - d) All motions must be clearly formulated and must be proposed and seconded by Board Members eligible to vote.
  - e) Voting is to be by a show of hands unless a secret ballot is demanded. A simple majority shall make decisions unless otherwise stated in these rules.
  - f) In case of equality on voting on any question, the Chair of the meeting shall exercise a second or casting vote in favor of maintaining the status quo.
  - g) The Chair will have the right at his/her absolute discretion and without assigning any reason for so doing, of adjourning the debate on any other matter of particular importance until the next ensuing meeting.

## **22. ANNUAL GENERAL MEETING**

- 22.1 There shall be an Annual General Meeting of the DDBC during the month of November of each year.
- 22.2 Members shall be given notice in writing at least 21 days before such meeting.
- 22.3 In addition to any other business which may be transacted at an Annual General Meeting, the business of the meeting shall include the following:-
- a) To confirm the minutes of the last Annual General Meeting and of any Extraordinary General Meeting held since the meeting.
  - b) To receive the Board's report on the activities of the DDBC in the last financial year.

- c) To elect Office Bearers and other Board members as specified in Clause 13.2 for the ensuing twenty-four months.
  - d) To receive and consider financial statements from the Board which are not misleading and gives a true and fair view of the last financial year of the DDBC's:-
    - i) income and expenditure
    - ii) assets and liabilities
    - iii) mortgages, charges and other securities
    - iv) trust properties.
- 22.4 Any notices of motions to be lodged shall be in writing and received by the Secretary within no less than 14 days prior to the date of the Annual General Meeting.
- 22.5 The Secretary will cause the prescribed nomination forms for all 'elected' positions to be distributed to all members with the notice of the Annual General Meeting. The completed nomination forms shall be received by the Secretary within no less than seven (7) days prior to the date of the Annual General Meeting.
- 22.6 Any other business to be discussed may be raised at the meeting provided such business has already been included in the Notice of Meeting Agenda circulated to all members.
- 22.7 The President (or any other member deemed to be presiding at the Annual General Meeting) is not bound to accept any nominations for Board Member positions received after the start of the Annual General Meeting.
- 22.8 At the discretion of the President (or any other members deemed to be presiding at the Annual General Meeting), further nominations may be accepted from the floor of the Annual General Meeting.
- 22.9 Only financial Ordinary Concession & Life Members of the DDBC shall be entitled to vote at the Annual General Meeting.
- 22.10 The quorum of the Annual General Meeting shall be three fourths of the Board Members plus a minimum of 25% of financial members of the DDBC. Should a



quorum not be present, a new meeting shall be convened after the expiration of seven (7) days at the same time and venue, and at such adjourned meeting the members shall form a quorum regardless of the number present.

### **23. EXTRAORDINARY GENERAL MEETING**

- 23.1 The Board in special circumstances, which in its opinion makes it necessary, may convene an Extraordinary General Meeting. The date and agenda of such meeting shall be made known to all members at least seven (7) days in advance.
- 23.2 Such a meeting shall be convened if at least 6 Ordinary Members of the DDBC, eligible to vote, make an application in writing containing their signature and stating reasons for calling such a meeting.
- 23.3 The Rules relating to a quorum for an Extraordinary Meeting shall be the same as for the Annual General Meeting.

### **24. CASUAL VACANCIES**

In the event of a casual vacancy on the Board, the Board shall replace the vacancy concerned until the next Annual General Meeting or Extra-ordinary Meeting called for that purpose.

### **25. PROXIES**

- 25.1 A vote may be by proxy.
- 25.2 Each duly elected Board Member is entitled to appoint a proxy provided a written notice (in the prescribed format) is given to the Secretary of the DDBC prior to the commencement of the meeting.
- 25.3 The President (or any other member deemed to be presiding at the meeting) is not bound to accept any proxy Forms received after the start of a meeting.
- 25.4 A duly appointed proxy must be an Ordinary Member.

## **26. FUNDS**

The funds of the DDBC shall be derived from the member's subscriptions, registration fees, donations, grants, bequests and such other sources as the Board may determine from time to time. It is the responsibility of the Board to ensure all funds received and paid are accounted for and protected by adhering to prudent banking procedures.

## **27. SEAL**

The Seal of the DDBC shall be kept in the custody of the Secretary of the DDBC or other person nominated by the Board from time to time, and shall only be affixed on the authority of a resolution of the Board and in the presence of the Secretary or other nominated person and any two Office Bearers of the Board.

## **28. ALTERATION TO THE RULES**

- 28.1 These rules shall not be altered, repealed or added to except by a special resolution carried by at least three fourths majority of those present at an Annual General Meeting or Extraordinary General Meeting, of which 21 days notice together with a copy of any proposed alteration, repeal or addition has been given.

## **29. DISSOLUTION**

- 29.1 The DDBC shall be deemed to have been dissolved if and when a resolution in favour of dissolution shall be carried by at least three fourths majority at a meeting of the Board specially called for the purpose of considering such dissolution and such resolution shall be ratified by at least three fourths majority of members at a General Meeting specially called for the purpose.
- 29.2 Upon the dissolution of the DDBC a liquidator shall be appointed to wind up the affairs of the DDBC. All property of the DDBC shall be realised and sold and the monies obtained thereby together with any monies in hand shall be used and applied firstly in paying the expenses of such realisation and sale, secondly in paying and discharging all debts and liabilities for which the DDBC

is responsible, and the surplus (if any) then remaining shall be distributed to another Association incorporated under the Act which has similar objects and aims and which is not carried out for the purposes of profit or gain to its individual members, and which DDBC shall be determine by resolution of the members.

### **30. GENERAL REGULATIONS**

- 30.1 All matters not contained within this Constitution may be provided for in the General Regulations of the DDBC.
- 30.2 General Regulations as prescribed and affirmed by the Board from time to time shall have the same force as this Constitution.
- 30.3 The General Regulations are to include the job descriptions of the Board members.
- 30.4 No regulations shall be repugnant of this Constitution.
- 30.5 Any alteration or addition to the Regulations shall be affirmed by a simple majority of members eligible to vote at a Board Meeting.
- 30.6 All members shall be given 21 days notice of any proposed alteration or addition to the General Regulations.
- 30.7 Any matter not specifically covered by this Constitution or the General Regulations may be determined by resolution of a simple majority of those Members eligible to vote at a Board Meeting.

### **31. INSPECTION OF RECORDS**

A Member may at any reasonable time inspect without charge the books, documents, records and securities of the DDBC.

### **32. INTERPRETATION**

- 32.1 Contended items, words and definitions used within this Constitution shall be interpreted according to the popular usage. Where such usage is still contended, such contended items, words and definitions will be interpreted

according to the Commonwealth Acts, Interpretation Acts as amended from time to time. Where such contended items, words or definitions are not covered by the said Act, the item may be interpreted by a majority decision at a Board Meeting. Such an interpretation shall remain in force until the subsequent Annual General Meeting where if necessary it will be reviewed.

32.2 Rules means the Rules of the Denmark Dragon Boating Club Inc.

32.3 The DDBC will operate under relevant laws of the state of Western Australia as amended from time to time and any relevant Commonwealth laws as appropriate.

## **ATTACHMENT A – DUTIES OF THE TREASURER**

The Treasurer must:

1. Be responsible for the receipt of all moneys paid to or received by him or her on behalf of the Club and must issue receipts for those moneys in the name of the Club.
2. Pay all moneys referred to in paragraph (1) into such account or accounts of the Club as the Board may from time to time direct.
3. Make payments from the funds of the Club with the authority of a General Meeting or of the Board and, in so doing, ensure that all cheques are signed by himself or herself and at least one other authorized Board member, or by any two others as are authorized by the Board.
4. Comply on behalf of the club with sections 25 and 26 of the Act with respect to the accounting records of the DDBC by:
  - i. keeping such accounting records that correctly record and explain the financial transactions and financial position of the DDBC.
  - ii. keeping its accounting records in such a manner as will enable true and fair accounts of the Club to be prepared from time to time.
  - iii. keeping its accounting records in such a manner as will enable true and fair accounts of the Club to be conveniently and properly audited: and
  - iv. submitting to members at each Annual General Meeting of the Club a balance sheet showing the financial position of the Club at the end of the immediately preceding financial year.
5. Whenever directed to do so by the Chair, submit to the Board a report, balance sheet or financial statement in accordance with that direction.
6. Unless the members resolve otherwise at a General Meeting, have custody of all securities, books and documents of a financial nature and accounting records of the Club, including those referred to in paragraphs 4 and 5.
7. Present accounts for payment to each Board Meeting for approval.
8. Present a financial report to each Board Meeting showing receipts and payments, year-to-date, and balance in hand.
9. Maintain a record of the members' dues and pursue arrears.
10. Perform such other duties as are imposed by these rules on the Treasurer.



FORM LC1

FORM APPROVAL NO. LAA-1022

WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1997  
TRANSFER OF LAND ACT 1893 AS AMENDED

### LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (Note 1)

Portion of Reserve 39066 being the John Clark Memorial Bandstand

EXTENT

VOLUME

FOLIO

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

LESSOR/LESSORS (Note 3)

SHIRE OF DENMARK OF SOUTH COAST HIGHWAY DENMARK

LESSEE/LESSEES (Note 4)

DENMARK DRAGON BOAT CLUB INC.

TERM OF LEASE (Note 5)

Five Years                      Zero Months                      Zero Days  
Commencing from the                      day of                      in the year

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

for the above term for a rental of \$1.00, which shall be deemed to have been paid by the Lessee to the Lessor

**Shire of Denmark  
("the Lessor")**

**and**

**("the Lessee")**

**Denmark Dragon Boat Club Inc**

**LEASE**



**RESERVE 39066 IS VESTED IN THE LESSOR FOR THE PURPOSE OF PARK & RECREATION WITH POWER TO LEASE FOR ANY TERM NOT EXCEEDING TWENTY-ONE (21) YEARS SUBJECT TO THE CONSENT OF THE MINISTER FOR LANDS AND THIS LEASE IS SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE *LAND ADMINISTRATION ACT 1997* AND THE *TRANSFER OF LAND ACT 1893* AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.**

---

**THIS LEASE** is made the .....day of .....2010 BETWEEN the Lessor named in Item 1 of the Schedule hereto and the Lessee named in Item 2 of the Schedule hereto.

**WHEREAS:**

The Lessor has agreed to lease and the Lessee has agreed to take on lease the land described in Item 3 of the Schedule hereto (which together with the buildings erections improvements fixtures and fittings thereon are collectively hereinafter "the Leased Premises") for the Term and on commencement date stated in Item 4 of the Schedule hereto.

**1. THE LESSEE COVENANTS WITH THE LESSOR:**

**TO PAY RENT**

To pay on or before the due date for payment the rent reserved at the times and in the manner stated in Item 5 of the Schedule hereto.

**TO PAY OUTGOINGS**

To pay and discharge on or before the due date for payment all present and future outgoings including all rates and taxes, charges, assessments, licence fees, duties, impositions, penalties and other outgoings whatever which now or at any time during the Term are assessed and charged upon or in respect of the Leased Premises or the use or occupation of the Leased Premises or any part of the Leased Premises and any amount for water, electricity or gas consumed in the Leased Premises.

**COMPLY WITH LEGISLATION**

At all times during the Term to duly and punctually comply with, observe and carry out and conform to the provisions of all statutes (State or Federal) and all subsidiary legislation now or hereafter in force and all requirements and orders of any authority, statutory or otherwise, which affect the leased premises or the use of the Leased Premises or which impose any duty or obligations upon the owner or occupier of the Leased Premises.

**TO REPAIR AND MAINTAIN**

At the Lessee's own expense other than structural building repairs which shall be at the expense of the Lessor to keep and maintain the Leased Premises in good repair, order and condition including painting of internal surfaces, and clean and free of refuse and vermin.

*"Structural Building Repairs"* means substantial and major repairs or replacement of essential structures relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability including but not limited to:

- Floors
- Concrete Slab
- Masonry
- Roof Covering and Roof Structure
- Footings and Foundations
- Painting of External Surfaces
- Outer Walls of any construction but does not include windows, doors, doorframes and door furniture
- Ceilings
- Sewerage, drainage and water supply but does not include taps and other visible water fittings.

**NOTICE OF DAMAGE**

To inform the Lessor in writing of any damage to or defect in the Leased Premises likely to cause any injury to any persons thereon immediately the Lessee becomes aware of it.

#### **USE OF LEASED PREMISES**

To use the Leased Premises only for the purpose of carrying on in a proper manner the objects of the Lessee as set out in its constitution or Articles of Association.

#### **NUISANCE**

Not to allow anything to be done or to occur in or about the Leased Premises which is noxious, offensive or audibly or visually a nuisance.

#### **NOT DAMAGE TREES**

Not to destroy, cut down, prune or damage any living tree on the Leased Premises without the Lessor's consent.

#### **PAY LESSOR'S EXPENSES**

To pay to the Lessor on demand all sums of money which the Lessor may pay or expend in connection with performing, discharging or executing any requisition or works or abating any nuisance referred to in the preceding provisions of this Lease and which the Lessee fails to perform, discharge, execute or abate.

#### **NO ASSIGNMENT**

Not to assign, mortgage, sub-let or part with the possession of or dispose of the Lease Premises or any part of the Leased Premises or the benefit at law or in equity of this Lease without the prior written consent of the Lessor and, if required by law, of the Minister for Lands having first being obtained.

#### **INDEMNITY**

At all time to indemnify and keep indemnified the Lessor and its agents and employees against all claims which may be made by any person arising out of or incidental to the use of the Leased Premises by the Lessee or any of its officers, employees, agents, licensees or invitees.

#### **PROPERTY INSURANCE**

The Lessor will insure and keep insured the Leased Premises under its own policies of insurance and the Lessee shall pay to the Lessor the sum of \$500 excess for each claim and the Lessor shall at its own cost meet all other costs not met by the insurer. The Lessor may determine to not seek reinstatement or replacement of any structure so insured.

#### **PUBLIC LIABILITY INSURANCE**

To effect and keep effected in respect of the Leased Premises adequate public risk insurance in the names of the Lessor and the Lessee for their respective rights and interests in any amount not less than \$10,000,000 in respect of any one claim with an insurance company approved by the Lessor.

#### **NOT TO INVALIDATE INSURANCES**

Not to do or permit or suffer to be done in, about or upon the Leased Premises any act or thing whereby any policy of insurance may become void or voidable.

#### **PROOF OF INSURANCE**

To deliver to the Lessor on or before the expiration of each year of the Term and at any other time upon the request of the Lessor valid certificates of currency in respect of all such insurance policies issued by the insurance companies with which the policies have been effected by the Lessee.

## **TO YIELD UP**

At the expiration or sooner determination of the Term of the Lease to yield up the Leased Premises in such state of repair and condition as is consistent with the proper performance by the Lessee of the covenants contained in this Lease and to remove from the Leased Premises such fixture, fitting, plant, equipment or other property in or upon the Leased Premises as the Lessor shall require the Lessee to remove and the Lessee must on such removal forthwith make good any damage which is occasioned by such removal.

## **2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE:**

### **NO INTERFERENCE BY LESSOR**

That subject to the terms and conditions of this lease the Lessee may use and occupy the Leased Premises during the term of the Lease without any interference from the Lessor or any person claiming any interest in the Leased Premises through the Lessor.

### **LEASE COSTS**

The Lessor shall at its own expense pay for all costs for the preparation stamping and registration of this Lease.

## **3. THE LESSOR AND THE LESSEE AGREE THAT:**

### **DEFAULT BY LESSEE**

If during the Term the Lessee makes default in the due performance or observance of any of the Lessee's Covenants and such default is not remedied within 30 days after notice thereof is given by the Lessor or if the Lessee is wound up or ceases to operate then the Lessor may terminate this lease and the rights of the Lessee under this lease provided that if the default is capable of being remedied by the Lessor, then the Lessor may in its discretion itself remedy the default or cause it to be remedied (for which purpose the Lessor by agents, workmen or otherwise has full power to enter upon the Leased Premises) and the costs and expenses incurred by the Lessor in remedying the default or causing it to be remedied are a debt payable by the Lessee to the Lessor on demand.

### **TERMINATION OF LEASE**

The Lessor may terminate this Lease by giving six (6) months' written notice to the Lessee, notwithstanding that the Lessee is not in default and notwithstanding that the term of the Lease has not expired and the Lessee may terminate this Lease by giving three (3) months written notice to the Lessor notwithstanding that the term of the Lease has not expired. Such termination by either party does not waive the rights of the Lessor and/or the Lessee to seek a payment for compensation.

### **HOLDING OVER**

If the Lessee remains in possession of the Leased Premises with the permission of the Lessor after the expiration or sooner determination of the Term the Lessee will hold the Leased Premises as a monthly tenant subject to all the covenants and conditions contained in this Lease as far as they are applicable to a monthly tenancy and the tenancy so constituted may be terminated by one month's notice given by either party which notice may be given so as to expire at any time.

### **ARBITRATION**

Any dispute or difference arising between the parties in respect of any of the matters referred to in this Lease shall be referred to arbitration under the provisions of the Commercial Arbitration Act 1985.

### **NOTICES**

Any notice to be served on the Lessee under this Lease is to be served by the Lessor by delivery to the Lessee at the Leased Premises.

**SPECIAL TERMS**

The Lessor and the Lessee will each comply with and observe and perform their respective obligations under any special term or condition shown at Item 6 of the Schedule hereto.

DRAFT

## The Schedule

1. Lessor Shire of Denmark of South Coast Highway, Denmark WA 6333.
2. Lessee Denmark Dragon Boat Club Inc.
3. Leased Premises Portion Reserve 39066 being the John Clark Memorial Bandstand
4. Term of Lease Five years commencing on ..... and expiring on .....
5. Annual Rent One Dollar (\$1.00) per annum plus GST for each year of the Term of Lease.
6. Special Conditions
  - a. On the production of a receipt for payment of the Local Government rate assessment notice in the financial year such levies and payment is made the Lessor shall reimburse the Lessee an amount equal to land rates with the Lessee to meet the cost of ESL refuse and interest (if any) charges showing on that notice.
  - b. The Lessor's Principal Building Surveyor shall at least on an annual basis inspect all leased buildings and land to ascertain their state of maintenance pursuant to the lease and priority for future and long term maintenance in conjunction with the Lessee.
  - c. The Lessee shall accommodate occasional requests from the Lessor to utilise the John Clark Memorial Bandstand for purposes which fall within the scope of its intended original use (that of a bandstand).

ATTESTATION SHEET

Executed by the parties as a Deed on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

LESSOR SIGNS HERE

The Common Seal of )  
SHIRE OF DENMARK )  
was hereunto affixed )  
in the presence of )

\_\_\_\_\_  
Cr Ross Thornton  
Shire President

\_\_\_\_\_  
Dale Stewart  
Chief Executive Officer

LESSEE SIGNS HERE

DRAFT

**INSTRUCTIONS**

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

**NOTES**

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.  
The Volume and Folio number to be stated.

2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**  
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:  
a) In the Second Schedule;  
b) If no Second Schedule, that are encumbrances.  
(Unless to be removed by action or document before registration hereof)

Do not show any:

- (a) Easement Benefits or Restrictive/Covenant Benefits; or
- (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).  
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".  
If none show "nil".

3. **LESSOR**  
State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.

4. **LESSEE**  
State full name of the Lessee/Lesseees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. **TERM OF LEASE**  
Must exceed 3 years.  
Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.

6. **RECITE ANY EASEMENTS TO BE CREATED**  
Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount of yearly rental in figures.

8. State term of payment.

9. Insert any Covenants required.

10. **LESSOR/LESSEE EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

**LEASE OF CROWN LAND (L)**

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- |          |                 |
|----------|-----------------|
| 1. _____ | Received Items  |
| 2. _____ | Nos.            |
| 3. _____ |                 |
| 4. _____ |                 |
| 5. _____ | Receiving Clerk |
| 6. _____ |                 |

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

DRAFT