



The University Club of Western Australia Pty Ltd

I. General

1. Name	2
2. Purpose	2
3. Operations and Management	2

II. Membership

4. Membership	2
5. Application for Membership	3
6. Acceptance of Membership	4
7. Transfer of Membership	5
8. Rights of Members	5
9. Guests	5
10. Annual Subscriptions	6
11. Payment of Accounts	6
12. Resignation of Membership	7
13. Expulsion of Members	7

III. Boards & Committees

14. Board of Advisors	8
15. Committees	9
16. Authority of the Board and the Committees	10

IV. Miscellaneous

17. Liability of UWA, the Manager, Committees and the Board	10
18. Manager	11
19. Amendment of Rules	11
20. Notices	11
21. Interpretation and Disputes	12
22. Effective Date	12

The University Club of Western Australia Pty Ltd Club Constitution

I. General

1. Name

The Club is a registered company, The University Club of Western Australia Pty Ltd, ACN 100 673 603 (the “**Club**”). The registered address of the Club is The University of Western Australia, 35 Stirling Highway, Crawley, Western Australia 6009.

2. Purpose

The Club is formed to provide a forum for fostering and maintaining the professional, intellectual, social and cultural interaction of its Members. The Club will provide functional and elegant facilities for social and business dining, meetings, seminars, conferences, receptions, banquets and other such functions for Members, their invited guests and members of the community attending events by invitation.

3. Operations and Management

The University of Western Australia (“**UWA**”) is the sole shareholder in the Club. The Club has two Directors; however, this number can be added at the discretion of the Vice-Chancellor. A General Manager has been appointed to organise, manage and deal with all matters connected with the Club.

II. Membership

4. Membership

- (1) Membership of the Club is by written application pursuant to Rule 5 and is open to any individual or corporate entity including partnership, body corporate, or association by invitation and nomination by an existing member and subsequent acceptance of such nomination by the Membership Committee (as defined in Clause 5(1) below) or by invitation by the Board of Advisors of the Club (the “**Board**”). Criteria for membership shall be determined by consultation between the Board, UWA, and the Membership Committee taking into account the ethics, goals, and mission of the Club.
- (2) Members must be over the age of 18 years. All members must have complied with all applicable conditions for membership as prescribed by these Rules. All Members shall abide by these Rules and any other rules agreed by UWA and the Board that the Board shall subsequently promulgate. The membership of the Club shall, for the time being, consist of the following classes of Members:

(a) Founder Members

Open to all categories of current members of University House (Inc.) and also open to such other individuals and corporations who have been accepted for membership prior to the Club's official opening date;

(b) University Members

Open as of right to all current employees of The University of Western Australia and to employees of UWA affiliated entities;

(c) Honorary Members

Open to such individuals as the Board, in consultation with the Membership Committee, considers desirable;

(d) Individual Members

Open to all such individuals as approved by the Membership Committee;

(e) Corporate Members

Open to such professional and corporate entities under a company application and nomination, as approved by the Membership Committee;

(f) Life Members

Individuals may be eligible to attain a special status within the Club. UWA, through the Board, in consultation with the Membership Committee, has the right to nominate and approve outstanding individuals for this category;

(g) Young Alumni (Add)

Open to all UWA alumni under 35 years of age

(h) Family Members

Open to spouses, partners, or direct relatives of Members under all categories listed above.

(i) Postgraduate (Add)

Open to all current postgraduate UWA Students

(j) Visiting Members

Open to such individuals who may be associated with UWA, for whatever reason, including but not limited to teaching and research, for a limited period of time.

- (3) The Club shall have the right to introduce additional classes or modify existing classes of Members from time to time, and shall determine the maximum number of Members of each class, the Subscription and other fees applicable, the terms and conditions applicable and the privileges attaching to any existing or additional classes of Members.

5. Application for Membership

- (1) The Club shall establish a committee for the purpose of approving non-standard applications for membership of the Club (the "**Membership Committee**"). The Membership Committee shall review such applications as set out at Clause 4 above. In the case of Corporate Membership, the Membership Committee shall also review applications for individuals nominated under each Corporate Membership ("**Nominated Individuals**").
- (2) The Club may at its discretion approve, or refuse any application, provided that written reason(s) for any refusal are provided to the applicant upon request. In the case of a refusal of a Nominated Individual application, a Corporate Member shall be entitled to make an application for a further Nominated Individual. Unsuccessful applicants are entitled to ask the Board to review the reason(s) for the Membership Committee's refusal of the application. The Board may reconsider the application, however, there is no guarantee that the decision of the Membership Committee will be overturned and the decision of the Board will be final and binding upon the applicant.
For equitable reasons, Board members who are also members of the Membership Committee will not be entitled to sit as members of the Board at such time when the Board is reviewing unsuccessful applicant's membership applications.
- (3) A Corporate Member may from time to time apply to the Club to substitute Nominated Individual(s), subject to payment of such fee or other conditions as the Club may from time to time specify.
- (4) A Corporate Member making any nomination shall ensure that all Nominated Individual(s), their spouses, partners and guests agree jointly and severally to abide by these Rules, and any other rules that the Club shall subsequently implement.

6. Acceptance of Membership

- (1) Applicants who have been accepted for membership shall pay a Joining Fee of an amount applicable to their class of membership. The Joining Fee is non-refundable. This clause is not applicable to University employees of all categories, Postgraduate students, Honorary or Visiting Members.
- (2) Any applicant who has been accepted for membership and has paid the applicable Joining Fee and approved the relevant deduction cycle for payment of Subscriptions shall become a Member of the Club with effect from such date as the Club shall specify, and be entitled to all the benefits and privileges of membership, and be bound by these Rules and any other rules as the Club shall subsequently implement.
- (3) Where these Rules state conditions of membership or invitation procedures, these may be waived by the Club.

- (4) The Club shall keep an up to date register of members in respect of each class of membership. The register must be available at all times for inspection by an authorized person under the Liquor Licensing Act 1988.

5. Transfer of Membership

- (1) Corporate Membership is transferable to another corporate entity subject to the approval of the Membership Committee, the payment of a non-refundable Transfer Fee and such other conditions as the Club may from time to time prescribe. The transferor must also return the Membership card to the Club.
- (2) Founder Membership is also transferable to a close family member. This category of memberships will be known as “Legacy”
- (3) All other classes of Membership are non-transferable.

5. Rights of Members

- (1) The Club will provide the Members with use of the club premises and facilities in accordance with these Rules and other such rules as the Club shall subsequently implement.
- (2) The membership of any Member does not confer upon such Member any ownership, interest, right, and benefit or title to, in any of the property or assets of the Club. No Member shall, by virtue of membership only, assume any liability of the Club whether in respect of its property or assets.
- (3) The Club may from time to time, subject to such terms and conditions as it deems fit, procure and make available to its Members special arrangements to the use of other clubs inside and outside Australia.
- (4) Members and Nominated Individuals may nominate their spouses, partners, or direct relatives to apply for Membership of the Club. These persons must abide by these Rules and any other applicable rules that the Club shall implement. All Members and Nominated Individuals will be fully responsible for all costs and expenses incurred by such Member's spouse or partner.

6. Guests

- (1) All Members and Nominated Individuals may introduce guests into the Club premises in accordance with these Rules or any other applicable rules. A Member introducing any guests to the Club shall be fully responsible for all costs and expenses incurred by such Member's guests. Where a guest insists on paying their way, such payment must be paid on the day, and should default occur, the responsibility for all costs will fall back on the Member.
- (2) The maximum number of guests per member per day for the purposes of section 48(4)(b) of the Liquor Licensing Act 1988 is five (5) except where a pre- arranged function has been booked.

7. Annual Subscriptions

- (1) Annual subscription fees are subject to review, and where changes apply, the Club shall notify each Member of the change applicable, the due date, and the manner payable, a minimum of 30 days in advance of such change.
- (2) With the exception of Life and Honorary Members, each Member shall pay Subscriptions specified to be payable by such Member as published by the Club from time to time.
- (3) A Corporate Member shall be liable for settlement of any Annual Subscription levied in accordance with these Rules, notwithstanding that it has no current Nominated Individuals approved by the Club.
- (4) All Annual Subscriptions and charges payable by a Member shall be independent and separate payments which may not be set off against any Membership Entrance Fee, or any other fee or charge payable to the Club by such Member.

8. Payment of Accounts

- (1) An account of all moneys owing to the Club shall be made each month and presented for payment to each Member, and shall be settled by such Member not later than 14 days from the date of the Member's account statement.
- (2) Transactions will be evidenced by vouchers signed by Members or Nominated Individuals, their spouses or partners, or guests and debited to the Member's account and shall be conclusive evidence of the purchase by Members, or for their accounts of the specified services.
- (3) If any account or any part thereof of any month remains outstanding for more than 14 days from the date of the Member's account statement, the Club may, as its discretion, levy a late charge at such rate as it may prescribe. Such late charge may be levied on the amount outstanding from the date of the Member's account statement until full payment is received by the Club. The Club may from time to time vary the rate of such charge.
- (4) If any Member's account shall remain outstanding for a period of 30 days from the date of the account statement, the Club shall send notice thereof to the defaulting Member and in the case of a Corporate Member, also to the defaulting approved Nominated Individuals. If such default in payment is not remedied within 14 days from the date of such notice, the Club may suspend such Member and/or any of its approved Nominated Individuals from using the Club until full payment of the outstanding account and the late charge (if any) is received.
- (5) If payment is not received within 14 days from the date of such suspension, the Member's account is deemed to be delinquent and the Club may, in accordance with the provisions of these Rules, expel the relevant Member, without prejudice to any other action it may wish to take with regard to such default in payment.

9. Resignation of Membership

- (1) A Member may resign from the Club by giving not less than 30 days written notice. The Member shall cease to be a Member of the Club as from the date specified in the notice of resignation, subject to payment by such Member of all Annual Subscriptions and other fees and charges due up to the proposed date of resignation, and the return of all Membership Cards to the Club.
- (2) Nominated Individuals cease to have the right to use the Club upon the resignation of a Corporate Member; however, they have the right to become Individual Members upon payment of the Annual Subscription. The Joining Fee may be waived in this particular situation at the sole discretion of the Club in accordance with Clause 6(3) above.
- (3) A Corporate Member shall forthwith cease to be a Member if such Member is wound up, whether voluntarily or by a relevant court, subject to the right of transfer upon payment of the required non-refundable Transfer Fee.
- (4) Upon resignation, such Member shall no longer have any rights, benefits or privileges of membership and shall cease to be entitled to use the Club and any other clubs where special reciprocal arrangements for Members have been entered into.

10. Expulsion of Members

- (1) The Membership Committee may, at its discretion, expel any Member or Nominated Individual from the Club by sending by way of registered post a written notice of expulsion to such Member at the Member's address registered with the Club (and in the case of a Nominated Individual, also to the Corporate Member) pursuant to Rule 20, if it considers that:

The Member or Nominated Individual has behaved in a way injurious to the Club or contrary to the interests of the Club, or is guilty of conduct unbecoming of a Member of the Club;

The Member or Nominated Individual is in breach of any of the provisions of these Rules or any other applicable rules or regulations; or

The Member or Nominated Individual defaults in payment of any account in accordance with Rule 11.

- (2) The Membership Committee shall provide written reason(s) for such expulsion to the expelled Member upon request from the expelled Member. An expelled Member is entitled to ask the Board to review the reason(s) for the Membership Committee's expulsion of the Member and to request reinstatement of the expelled Member's membership status, at the Board's next meeting. The decision of the Board by simple majority shall be final and binding upon the expelled Member. For equitable reasons, Board members who are also members of the Membership Committee will not be entitled to sit as members of the Board at such time when the Board is reviewing the expelled Member's membership status.

- (3) An expelled Member shall no longer have any rights, benefits or privileges of membership and shall forthwith cease to be entitled to use of the Club. A Corporate Member will not be expelled by reason of all of its approved Nominated Individuals having been expelled pursuant to the foregoing.

III. Boards & Committees

11. The Board

- (1) UWA shall appoint an inaugural board of advisors (the “**Board**”) of such persons and number of members as UWA considers appropriate. The Board shall act to advance the interests of UWA and the Members. Members of the Board shall serve without any fee or other form of compensation and shall not, by virtue of such membership, assume any obligation or liability on behalf of the Club.
- (2) UWA shall appoint the Chair of each Board after consultation with the other Members of the Board. Each Member of the inaugural Board shall hold office from the date of appointment of such Member for a period of one year from the date of the official opening of the Club.
- (3) On the first anniversary of the official opening of the Club, UWA will, after consultation with the Chair of the inaugural Board and the current Board members, either appoint the next Board or reappoint the existing Board. Each member of each Board other than the inaugural Board shall, unless UWA otherwise stipulates, hold office for a term of three (3) years.
- (4) Appointments to the Board will be by the invitation of the Vice Chancellor, or delegated officer, after consultation with the Chair and the Club Directors.
- (5) Members of the Board shall vacate office or cease to be a Board Member if they:
 - (a) become incapacitated by reason of unsound mind or ill health to perform their duties as a member of the Board;
 - (b) if Corporate Members, make any arrangement or composition with their creditors or are wound up;
 - (c) give notice in writing to the Club that they resign from the Board; or for any other reason are requested in writing by the Club to resign.
- (6) UWA shall be entitled at any time to appoint any other person either to fill a vacancy or act as an additional member of the Board. Such appointee shall hold office for such term as UWA may stipulate at the time of such appointment.

12. Committees

- (1) The Club, through the agency of the Board, may, at any time as it deems fit, establish committees consisting of such members and such number of members as it may require for the operation and management of and all other matters relating to the Club, including, without limitation:
 - (a) a Membership Committee to consider applications for all categories of membership and changes to membership;
 - (b) a committee to propose appointees to the Board;
 - (c) a committee to advise the Board on the suspension or expulsion of Members and Nominated Individuals; and
 - (d) a committee or committees to promote Members activities where Members share common interests in academic, cultural, scientific, sporting, recreational or other interests as Members may initiate;
 - (e) A committee to oversee finance, governance, health and safety.
- (2) Committees shall be comprised of fully subscribed Members.

13. Authority of the Board and the Committees

- (1) All advice, recommendations or decisions made by the Board or any committee established by the Board shall be of an advisory nature only and shall not bind UWA.
- (2) The Board shall provide advice and recommendations to the Manager during the scheduled nominated Board meetings or at any time deemed appropriate by the Chairman of the Board. The Chairman of the Board has the right to liaise directly with UWA on matters that are in the best interests of the Club and its Members.

IV. Miscellaneous

14. Liability of UWA, the Manager, Committees and the Board

- (1) None of UWA, the Manager, the Board, nor any person serving on any committee appointed by the Club shall be liable in any manner whatsoever, whether by way of contract, tort or statutory duty, to any of the Members, Nominated Individuals, their spouses, partners or guests or any other person for any personal injury, damage, loss, cost or expense or inconvenience of whatever nature caused to them or any goods or other property brought by them upon the Club premises however or wheresoever caused to them while on or within the Club premises or in any way connected with the use of the Club. All Members, approved Nominated Individuals, their spouses or partners, guests and all other persons shall enter the Club premises and use the Club at their own risk.

- (2) Members shall indemnify absolutely UWA and the Manager against all claims, losses, damages, costs and expenses which UWA and/or the Manager may suffer or incur as a result of or in connection with the breach of any of these Rules or of any other relevant rules and regulations pertaining to the Club in any manner whatsoever by such Members, and such Members shall forthwith on demand pay in full to UWA or the Manager as the case may be, the full amount, without set-off or deduction, of such claims, losses, damages, costs and expenses.
- (3) UWA shall be solely responsible for any provision of finance to the Club and for ensuring that at all times the Club complies with all statutes, rules, regulations and governmental and regulatory requirements, applicable to the operation and business of the Club.

15. Manager

- (1) The Manager, on behalf of UWA, shall be responsible for implementing the Club Rules.
- (2) The Manager will present an annual report for evaluation on the "state of the Club" to UWA and the Board. This report will objectively present full and complete details in regard to the quality of the food and services provided at the Club, the quality of the staff, the objectives and goals of the Club for the next year and all other matters that the Manager may consider appropriate for presentation to the Board for consideration. The Board has the discretion to request the Manager for any such further details as UWA or the Board requires for the evaluation of services and standards of the Club and such details may be requested at any time.
- (3) The Manager will, from time to time, present to UWA and the Board for reference or review purposes, such information and reports relating to the Club as required by the Board or UWA. Each member of the Board shall keep all information and reports provided to it by the Manager pursuant to their appointment to the Board confidential, and not disclose such information or reports or any part thereof to the public or other Members of the Club, except for the purposes of promoting the Club, or except as regards information which is already in the public domain.

16. Amendment of Rules

- (1) Subject to subrule (2), these Rules may be amended by UWA from time to time following consultation with the Board and upon reasonable notice being given to Members.
- (2) As soon as is practicable after the making of any proposal for a change to these Rules, the Club shall provide the Director of Liquor of Licensing certified particulars of the change proposed.

17. Notices

- (1) Each Member shall register with the Club an address to which any notices, accounts and other communications may be sent and notify the Club of any changes to such registered address.
- (2) Any notice, account or other communication to be given to any Member may be given by sending the same by post addressed to such Member at their registered address. Unless otherwise provided, any notice or other communication to be given to the Club may be sent by ordinary post addressed to the Club or in such manner and at such address as the Club may from time to time prescribe.
- (3) Any notice given by post shall be deemed to have been served on the date following the date on which the same was posted and in proving such service, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

18. Interpretation and Disputes

When used herein, words importing the singular number only shall include the plural and vice versa. Any dispute or difference as to the interpretation or meaning of these Rules or any applicable rules and regulations or any other matter connected with the Club or any of its associate clubs shall be determined by UWA, which decision shall be final, conclusive and binding on all parties concerned.

22, Effective Date

These Rules shall take effect as of 1 September 2008.