



# **ASSOCIATION RULES ST MARK'S NETBALL CLUB**

An unincorporated association

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## 1. \*Definitions

1.1 In these **Rules**, words and phrases have the meaning set out below:

**AGM** means **annual general meeting**;

**association** means the unincorporated **association** described in **Rule 2**;

**associate member** means a member with the rights referred to in **Rule 10.1**;

**ballot** means voting conducted in written form;

**books**, of the **Club**, includes the following:

- a) a register;
- b) financial records, financial statements or financial reports, however compiled, recorded or stored;
- c) a document;
- d) any other record of information;

**chairperson** means the person who has the powers and duties relating to convening and presiding at **committee** meetings and presiding at general meetings provided for in these **Rules**;

**Club** means the unincorporated **Association** to which these **Rules** apply;

**committee** and **committee member(s)** means the **association's committee** of management and the members of the **committee** of management respectively (**Rule 14**).

**financial records** include:

- a) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers; and
- b) documents of prime entry; and
- c) working papers and other documents needed to explain:
  - i) the methods by which financial statements are prepared; and
  - ii) adjustments to be made in preparing financial statements;

**financial year**, of the **Club**, has the meaning given in **Rule 6**;

**general meeting** means the meetings of members of the **association** as described in **Rule 17**;

**Individual Member** means a registered individual member of the **Club** and as otherwise defined in **Rule 10.1**;

**Member Association** means the affiliated **association** of Netball WA at which the **Club** takes part in competition;

**Netball** means the game of Netball as determined by the International Netball Federation;

**member** means ordinary members and **associate members**;

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**non-delegable duty** means a duty imposed on the **Committee** by the Act or another written law;

**purposes** means the objectives of the **Club** as described in **Rule 4.1**;

**committee member** means a person who has been elected under **Rule 14.6**;

**person** includes an individual, company, trust, partnership, incorporated **Association**, organisation and entity;

**President** means the **committee** member holding office as the President of the **Club**;

**Rules** means the **Rules** of the **Club** as amended from time to time;

**Secretary** means the **committee** member holding office as the Secretary of the **Club**;

**surplus property** means property remaining after satisfaction of:

- a) the debts and liabilities of the **Club**; and
- b) the costs, charges and expenses of winding up or cancelling the incorporation of the **Club**,

but does not include **books** relating to the management of the **Club**;

**Treasurer** means the **committee** member holding office as the Treasurer of the **Club**;

**Vice President** means the **committee** member holding office as the Vice President of the **Club**;

## 2. \*Preliminary

- 2.1 The name of the **association** is St Mark's Netball **Club**.
- 2.2 The **association** is unincorporated.
- 2.3 These **Rules** are intended to be binding on members of the **association**.

## 3. \*Alteration of Rules

- 3.1 These **Rules** may be changed, added to, or replaced by the **association's members** at a **general meeting**. This includes a change to the **association's** name.

## 4. \*Purposes and not-for-profit status

- 4.1 The **Club** will pursue following objectives for which it is established and maintained;
  - a) Promote, develop, encourage and manage the game of Netball within St Mark's Anglican Community School.
  - b) Act for the members in all matters pertaining to Netball and to protect the interests of all members and participants.
  - c) Abide by the official **Rules** of World Netball and the interpretation thereof as determined by World Netball and /or Netball Australia.
  - d) Affiliate with Netball WA and the relevant Member **Association**.
- 4.2 The **Club** may do all things that help it to achieve these **purposes**, in accordance with these **Rules**.
- 4.3 The **Club** and its **committee** may only do things and use the income and assets of the **Club** (including those held on trust for the **association** or its **purposes**) for the **purposes**.
- 4.4 The **Club** must operate consistently with legal requirements.
- 4.5 The **Club** must not distribute any income or assets, directly or indirectly, to its members.
- 4.6 The property and income of the **Club** must be applied solely towards the promotion of the objects or **purposes** of the **Club** and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any **member**, except in good faith in the promotion of those objects or purposes.
- 4.7 payment to a member out of the funds of the **Club** is authorised if it is:
  - a) the payment in good faith to the member as reasonable remuneration for any services provided to the **Club**, or for goods supplied to the **Club**, in the ordinary course of business; or
  - b) the payment of interest, on money borrowed by the **Club** from the member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or

- c) the payment of reasonable rent to the member for premises leased by the member to the **Club**; or
- d) the reimbursement of reasonable expenses properly incurred by the member on behalf of the **Club**.

### **Indemnity**

- 4.8 To the extent possible under law, members (including **committee members**) are entitled to be indemnified out of the assets held for the **Club** for any debts or liabilities incurred personally by a member when acting on behalf of the **association**, so long as the member was:
- i) authorised by the **Club** to take that action, and
  - ii) acting in good faith (fairly and honestly) and in the best interests of the **Club**.
- 4.9 This indemnity is a continuing obligation and is enforceable by a person even if that person is no longer a member of the **Club**. This indemnity only applies to the extent that the person is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 4.10 To the extent permitted by law, and if the **committee** considers it appropriate, the **Club** may pay or agree to pay a premium for a contract insuring a person who is or has been a member of the **Club** (including a **committee member**) against any liability incurred by that person as a member of the **Club** (including as a **committee member**).

## **5. \* Funds and assets**

- 5.1 The funds of the **Club** may be derived from registration fees, subscriptions, donations, fund-raising activities, grants, interest and any other sources approved by the **Committee**.
- 5.2 The **Club** must open an account in the name of the **Club** with a financial institution from which all expenditure of the **Club** is made and into which all funds received by the **Club** are deposited.
- 5.3 Subject to any restrictions imposed at a general meeting, the **Committee** may approve expenditure on behalf of the **Club**.
- 5.4 The **Committee** may authorise the Treasurer to expend funds on behalf of the **Club** up to a specified limit without requiring approval from the **Committee** for each item on which the funds are expended.
- 5.5 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the **Club** must be signed/ endorsed by 2 **committee** members.
- 5.6 All funds of the **Club** must be deposited into the **Club's** account within 5 working days after their receipt.

- 5.2 The **Club** must satisfy any obligations that apply to the use of assets over which a trust exists.

## 6. \* Financial year

- 6.1 The financial year of the **association** is from 1 July to 30 June, unless the **committee** passes a resolution to change the financial year.
- 6.2 Each subsequent financial year of the **Club** is the period of 12 months commencing at the termination of the first financial year or the anniversary of that termination.

## 7. \* Record-keeping

- 7.1 The **Club** must make and keep written financial records that:
- i. correctly record and explain the **association's** transactions and financial position and performance, and
  - ii. enable true and fair financial statements to be prepared and to be audited.
- 7.2 The **Club** must also keep written records that correctly record its operations, and be able to produce these records if required by law.
- 7.3 The **Club** must retain its records for at least seven years, or as otherwise required by any other laws that may apply (for example, taxation law).
- 7.4 The **committee members** must take reasonable steps to ensure that the **Club's** records are kept safe.

## 8. \* Contracts

- 8.1 As an unincorporated **association**, the **association** cannot enter into contracts in its own name but only in the collective names of three or more individuals appointed by the **committee**.
- 8.2 The individuals who enter into the contract under the previous rule may elect to re-execute a contract if one or more of the individuals is no longer a member of the **association**, in which case the **committee** shall appoint one or more individuals in their place.

## 9. \* Membership

- 9.1 A person may apply to become a member of the **association** if;
- a) they are within one of the classes of membership specified in Rule 10.
  - b) supports the objects or **purposes** of the **Club**.
- 9.2 A person who wants to become a member must apply through the appropriate written application and meet the eligibility criteria in **Rule 9.1**.

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- a) The application must be signed by the applicant or the approved nominated representative or guardian of the applicant.
- b) The applicant must specify in the application the class of membership to which the application relates.
- c) The **committee** must determine the manner and timeframe in which applications must be received.

9.3 The **committee** must consider each application for membership of the **Club** and decide whether to accept or reject the application.

- a) the **Committee** must consider applications in the order in which they are received by the **Club**.
- b) The **Committee** may delay its consideration of an application if the **Committee** considers that any matter relating to the application needs to be clarified by the applicant or that the applicant needs to provide further information in support of the application.
- c) The **Committee** must not accept an application unless the applicant:
  - i. is eligible under **Rule 9.1**; and
  - ii. has applied under **Rule 9.2**.
- d) The **Committee** may reject an application even if the applicant:
  - i. is eligible under **Rule 9.1**; and
  - ii. has applied under **Rule 9.2**.
- e) The **Committee** must notify the applicant of the **Committee's** decision to accept or reject the application as soon as practicable after making the decision.
- f) If the **Committee** rejects the application, the **Committee** is not required to give the applicant its reasons for doing so.
- g) An applicant for membership of the **Club** becomes a member when:
  - i. the **Committee** accepts the application; and
  - ii. the applicant pays any membership fees, subscriptions and levies payable to the **Club** under **Rule 11**.

## 10. \* Classes of Membership

10.1 The **Club** consists of the classes of membership;

- a) Junior playing member;
- b) Non-playing member;

10.2 Limits on the number of places available in each class of membership may be made by the **committee** from time to time.

10.3 Junior Playing Membership



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- a) A junior playing member is any person who;
  - i. will be aged under 18 in the calendar year of their membership;
  - ii. is, or will be, allocated to a team at the **Club**;
  - iii. has had their registration accepted at the **Club**; and
  - iv. is a financial member.
- b) Any junior playing member does not have voting rights, subject to **Rule 10.3(c)**, but has any other rights conferred on members by these **Rules** or approved by resolution at a general meeting or determined by the **committee**.
- c) One parent or guardian may vote on behalf of their membership as the member's voting representative.
- d) Junior playing members must re-apply for membership in every year that they intend to be a junior playing member, during the registration period for this class of membership.

### 10.4 Non-Playing Membership

- a) Any non-playing person who is appointed to any of the following roles at the **Club** must register as a non-playing member;
  - i. coach;
  - ii. umpire;
  - iii. team manager, or;
  - iv. committee member.
- b) Any non-playing member who is not a **committee member** does not have voting rights, but has any other rights conferred on members by these **Rules** or approved by resolution at a general meeting or determined by the **committee**.
- c) Any non-playing member who is a **committee member** has full voting rights and any other rights conferred on members by these **Rules** or approved by resolution at a general meeting or determined by the **committee**.
- d) Any person who registers as a non-playing member under **Rule 10.4(a)** is not liable for membership fees at the **Club** but may be liable for fees imposed by other governing bodies.
- e) Non-playing members must re-apply for membership in every year that they intend to be a non-playing member, during the registration period for this class of membership.

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### 10.5 Members shall:

- a) Renew their membership with the **Club** in accordance with the applicable procedures.
- b) Pay all required registration fees prescribed by **Netball WA**, the **Member Association** and the **Club**.

### 10.6 When Membership Ceases

- a) A member ceases to be a member when any of the following takes place:
  - i. the member dies;
  - ii. the member resigns from the **Club** under **Rule 14**;
  - iii. the member is expelled from the **Club** under **Rule 46**;
  - iv. the person fails to re-apply for their membership during the registration period for that membership type, where applicable.
- b) The Secretary must keep a record, for at least one year after a member ceases to be a member, of the date on which the member ceased to be a member.

### 10.7 Resignation

- a) A member may resign from membership of the **Club** by giving written notice of the resignation to the Secretary.
- b) The resignation takes effect:
  - i. when the Secretary receives the notice; or
  - ii. if a later time is stated in the notice, at that later time.
- c) A member who has resigned from membership of the **Club** remains liable for any fees that are owed to the **Club** (the **owed amount**) at the time of resignation.
- d) The owed amount may be recovered by the **Club** in a court of competent jurisdiction as a debt due to the **Club**.

### 10.8 The rights of a member are not transferable and end when membership ceases.

## 11. \* Membership Fees

11.1 The **committee** can propose to set or change joining fees and membership fees for members. Joining and membership fee proposals must be approved by a majority of members voting at a **general meeting**.

11.2 The fees determined under **sub-rule 11.1** may be different for different classes of membership.

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- 11.3 A **member** must pay the membership fee to the **Treasurer**, or another person authorised by the **Committee** to accept payments, by the date (the **due date**) determined by the **Committee**.
- 11.4 The **member** has not paid the membership fee by the cut-off date as advised, the **member** ceases to be a **member** on that date, unless prior written arrangement has been obtained to the contrary, from the **Committee**.
- 11.5 If a **member** who has ceased to be a **member** under **Rule 11.4** offers to pay the membership fee after the period referred to in that sub-rule has expired:
- a) the **Committee** may, at its discretion, accept that payment; and
  - b) if the payment is accepted, the person's membership is reinstated from the date the payment is accepted.
- 11.6 When membership is suspended, a member cannot exercise their members' rights such as voting at a **general meeting**.
- 11.7 A person immediately stops being a member if:
- i. their membership is cancelled under these **Rules**
  - ii. they resign by writing to the **committee**, or
  - iii. they die.
- 11.8 If a member resigns, the **association** is not required to refund any joining and membership fees already paid.

### 12. \* Register of members

- 12.1 The Secretary, or another person authorised by the **Committee**, must maintain a register of members.
- 12.2 the register of members must include the class of membership (if applicable) to which each member belongs and the date on which each member becomes a member.
- 12.3 The register of members must be kept at a secure place as determined by the **Committee**.
- 12.4 Members' names and contact details (an email address is sufficient instead of other contact details, if the **Committee** approve this) must be entered in the register of members when membership is approved. A person becomes a member when their name is entered on the register.
- 12.5 The Secretary must record the date that a person stops being a member of the **Club** in the register of members as soon as possible after the person stops being a member.
- 12.6 If a member requests that access to their details on the register of members be restricted, the **Committee** may decide whether access will be restricted and will notify the member of this.

- 12.7 the **Committee** may require the member to provide a statutory declaration setting out the purpose for which the copy or extract is required and declaring that the purpose is connected with the affairs of the **Club** and may charge any associated administration costs to comply with the above clause.

### 13. \* Members' access to documents

- 13.1 A member may make reasonable requests to inspect (at a reasonable time) the:
- i. **Rules of the association**
  - ii. **general meeting** minutes, and
  - iii. register of members.
- 13.2 A member may make reasonable requests for copies of the documents requested under **Rule 13.1**. The **Club** can charge a reasonable fee for providing copies.
- 13.3 Members may only use information that is accessed in accordance with **Rule 13.1** for lawful and proper **purposes** related to the **association**.
- 13.4 Subject to **Rule 13.5**, the **association** must provide access to documents or copies requested under **Rules 13.1** within a reasonable time.
- 13.5 The **association** can refuse to provide access or copies, or provide only limited access, if the documents contain confidential, personal, employment, commercial or legal matters, or if granting the request would breach a law or could cause damage or harm to the **association**, or if the request is otherwise unreasonable.
- 13.6 Members cannot inspect or get copies of committee meeting minutes or parts of the minutes, unless the **committee** specifically allows it.

### 14. \* The committee

- 14.1 The **Club** is governed by the committee that is made up of committee members.
- 14.2 The **Committee** shall be responsible for acting on all issues in accordance with the purpose of the **Club** and shall operate for the collective and mutual benefit of the **Club** and the sport of **Netball**.
- 14.3 The **Committee** can exercise all powers and functions of the **Club** (consistently with these rules and relevant Australian laws) except for powers and functions that the members are required to exercise at a **general meeting**.
- 14.4 The **Committee** must take all reasonable steps to ensure that the **Club** complies with the **Rules**.
- 14.5 The **Committee** can delegate any of its powers and functions to a **committee** member, a sub-committee, a staff member or a member, other than the power of delegation or a duty that applies to the **committee** or particular **committee** member under Australian laws.
- 14.6 **Committee** members are elected by a **ballot** of members of the **Club** at a **general meeting**.

- 14.7 The **Committee** is made up of a minimum of three committee members.
- 14.8 The **committee** may appoint and remove **committee** members to and from any positions (**President, Vice President, Treasurer and Secretary**) and decide their responsibilities in those roles.
- 14.9 Each **committee** member finishes their time on the **committee** at the end of the next **AGM** after they were appointed, but they can be elected again
- 14.10 A **member** can nominate to be on the **committee** by writing to the **committee** or at a **general meeting** where an election for the **committee** is held. Another **member** must support their nomination.
- 14.11 A **committee** member stops being on the **committee** if they:
- i. resign, by writing to the **committee**
  - ii. are removed by a resolution of members of the **Club**
  - iii. are absent without the consent of the **committee** from all meetings of the **committee** held during a period of six months
  - iv. die.
- 14.12 If a **committee** member stops being on the **committee** before the next **AGM**, the **committee** can temporarily appoint a member of the **Club** to fill the vacancy on the **committee** until the next **AGM**.

## 15. \* Duties of the committee

- 15.1 Among its other responsibilities, the committee is responsible for making sure that:
- a) accurate minutes of **general meetings** and **committee** meetings are made and kept
  - b) other records are kept in accordance with **Rules 7.1 to 7.4**, and
  - c) documents of the association are made available to members in accordance with **Rules 12.1 to 12.6**.
- 15.2 **Committee** members comply with their legal duties under Australian laws and ensure that the association complies with its duties under Australian laws

## 16. \* Committee meetings

- 16.1 A **committee** member can call a meeting by giving seven days' notice of a meeting to committee members unless the meeting is an urgent meeting (in which case reasonable notice must be given).
- 16.2 The **committee** shall hold a minimum of three scheduled **committee** meetings a year, including the AGM. The **committee** can decide the way in which it meets, including by

allowing committee members to attend through technology, so long as it allows everyone to communicate.

- 16.3 The **President** will chair **committee** meetings. The **President** shall appoint a **committee** member to chair the meeting if they are unable to attend.
- 16.4 A resolution is passed if more than half of the **committee** members voting at the **committee** meeting vote in favour of the resolution.
- 16.5 At least three **committee** members must be present (either in person or through the use of technology) for the meeting to be validly held (this is the quorum for **committee** meetings).
- 16.6 The **committee** can allow circular resolutions. To pass a circular resolution, each **committee** member must agree to it in writing, including by email or other electronic communication, and it is passed once the last **committee** member has agreed to it.

## 17. \* General meetings of members

- 17.1 **General meetings** of members can be called by the **committee**. The **committee** must call a **general meeting** if requested by a group of members making up at least 10% of members who are entitled to vote at general meetings. The members must state in the request any resolution to be proposed at the meeting.
- 17.2 If the **committee** does not call and hold a meeting where requested to do so under **Rule 17.1** within two months of the request, 50% or more of the members who made the request may call and arrange to hold a **general meeting**. The meeting must be held within three months from the time the request was made and as far as possible, should follow the procedures for calling general meetings set out in these **rules**.
- 17.3 At least 10% of the members that are entitled to vote at the meeting must be present at a **general meeting** for the meeting to be held (this is the quorum for **general meetings**).
- 17.4 Written notice of **general meetings** must be provided to all members (and the association's auditor or reviewer, if one is appointed) at least 21 days before the meeting. Notice to members must be sent to the members' contact addresses listed on the register of members.
- 17.5 Any notice of **general meetings** must include the meeting details and proposed issues to be discussed and resolutions to be moved at that meeting.
- 17.7 The ordinary business of the **AGM** is to confirm the minutes of the previous **AGM**, receive reports and statements on the previous financial year, and elect **committee** members. The notice of the **AGM** must include any special business or resolutions to be considered.
- 17.8 A group of at least 10% of members who are eligible to vote at a **general meeting** can propose resolutions to be voted on at a **general meeting** by writing to the **committee** advising them of the proposed resolutions, so long as requirements to notify members of the resolutions prior to the **general meeting** can be met (which will depend on the type of resolution proposed).

- 17.9 Any resolution proposed under **Rule 17.8** must be considered at the next **general meeting** held no more than two months after the date the **committee** is notified of the request to present a resolution to members. This rule does not limit any other right that a member has to propose a resolution at a **general meeting**.
- 17.10 The **President, Rule 16.3**, will chair general meetings. The **Chair** is responsible for the conduct of the **general meeting**, and for this purpose must give members a reasonable opportunity to make comments and ask questions.
- 17.11 Each member has one vote.
- 17.12 A resolution is passed if more than half of the members present at a **general meeting** vote in favour of the resolution.
- 17.13 Votes may be held by a show of hands or written **ballot**, or another method that the **Chair** decides is fair and reasonable in the circumstances. If a vote is held initially by show of hands, any member can request a vote be held again by written **ballot**. If a vote of the members is tied, the **Chair** of the meeting does not have an additional, deciding vote and shall declare that the motion has failed.
- 17.14 The **Chair** can adjourn the meeting if a quorum, **Rule 17.3**, is not achieved within 30 minutes of the meeting start time, or if there is not enough time at a meeting to consider all business. A new notice must be sent to members for the adjourned meeting (but does not have to comply with time for notice requirements, unless the adjourned meeting is more than 21 days after the original meeting date). Only unfinished business may be dealt with at a resumed meeting. The **Chair** must adjourn the meeting if a majority of members entitled to vote at the meeting direct the **Chair** to do so.
- 17.15 On a show of hands, the Chair's decision is conclusive evidence of the result of the vote.
- 17.16 The **Chair** and the meeting minutes do not need to state the number or proportion of the votes in favour or against on a show of hands.

## 18. \* Dispute resolution process

- 18.1 If there is a dispute between a member or **committee** member and:
- i. one or more members, and
  - ii. one or more **committee** members
- 18.2 If the dispute cannot be resolved, the complaint must be lodged with the **Club Secretary** for the **Committee** to consider the complaint.
- 18.3 The **Committee** will determine whether to accept or reject the complaint. If the complaint is accepted, the **President** of the **Club**, or their representative will convene a meeting between the parties involved;

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- i. the meeting will take place as soon as practicable having regard to the process of obtaining statements from those persons involved
- ii. the meeting will be conducted by the **President**, or their representative, and another **committee** member not otherwise involved with either party
- iii. each party involved may bring a support person to the meeting
- iv. both parties shall be advised within 48 hours of the conclusions of the meeting as to whether the complaint is to be progressed to a Tribunal hearing or not

18.4 In the event the complaint is against the **President**, another **committee** member will be appointed to determine whether to accept or reject the complaint. If the complaint is accepted, the appointed **committee** member will convene a meeting between the parties;

- i. the meeting will take place as soon as practicable having regard to the process of obtaining statements from those persons involved
- ii. the meeting will be conducted by the appointed **committee** member and an independent member from WDNA.
- iii. each party involved may bring a support person to the meeting
- iv. both parties shall be advised within 48 hours of the conclusions of the meeting as to whether the complaint is to be progressed to a Tribunal hearing or not

### 19. \* Disciplining members

- 19.1 The **committee** can take disciplinary action against a member of the **association** if it considers the member has breached these **rules** or if the member's behaviour is causing (or has caused) damage or harm to the **association**.
- 19.2 Disciplinary action can include an official warning, suspending or cancelling the member's membership. It cannot include a fine. Membership cannot be suspended for more than 12 months.
- 19.3 The **committee** must write to the member to tell them why they propose to take disciplinary action.
- 19.4 The member must have an opportunity to explain or defend themselves. Should the member choose to defend themselves, the Dispute Resolution Process, **Rule 18**, may commence.
- 19.5 The **committee** must notify the member of the outcome of the disciplinary procedure as soon as reasonably practical.



19.6 There will be no liability for any loss or injury suffered by a member as a result of any decision made in good faith (fairly and honestly) under **Rule 19.1**

## 20. \* Winding up

20.1 The **association** can be wound up by its members if the members pass a special resolution to wind up the **Club** at a **general meeting**.

20.2 If the **association** is wound up, after it has paid all debts and other liabilities (including the costs of winding up), any remaining assets:

- i. must not be distributed to the members or former members of the **association**, and
- ii. subject to the requirements of Australian laws and any Australian court order, must be distributed to another organisation or other organisations with similar **purposes**,

18.3 In making distributions upon winding up, the **association** must satisfy any obligations that apply to assets over which a trust exists.