

THE PROBUS CLUB OF BAULKHAM HILLS MIXED INCORPORATED

STANDING RESOLUTIONS

This Club shall be managed by the Constitution and a set of Standing Resolutions, dated, approved and adopted by members at a General Meeting of the Club. The Standing Resolutions are as follows:

ARTICLE 1 - TERRITORY

Membership of the Probus Club of Baulkham Hills Mixed Inc. shall be primarily for, but not limited to, residents of The Hills Shire.

ARTICLE 2 - MEMBERSHIP

- (a) Applicants for membership, at an appropriate timing determined by the Management Committee, shall be invited to attend up to three meetings in any financial year of this Club and before acceptance into membership shall be required to meet with any two members of the Committee, ideally the President and Secretary, who shall satisfy themselves that the applicants are fully aware of, and willing to be bound by, the Club's Constitution, Standing Resolutions and Privacy Policy so much as it extends to this Club's activities together with any changes that may occur from time to time.
 - (b) Prospective members and visitors may attend Club Functions and Outings with the approval of Club Convenors.
 - (c) The maximum membership of the Club shall be 120 members subject only to review at the Annual General Meeting.
 - (d) The Management Committee shall endeavour to maintain a gender balance of not more than 60% of any one gender as approved by the membership of the Club.
 - (e) The Management Committee shall annually account for the number of NON MEMBERS regularly attending club meetings and/or other activities outside the Club's protocol for visitor's attendance. Such persons shall include wives, partners, widows/widowers of deceased members, associates and affiliates. Exemption – no count or fee applies to carers.
 - (f) The Management Committee shall annually include a budget allocation for payment of NON MEMBER fees and authorise the Treasurer to remit the annual fee payment to PCSP on behalf of the Club
1. Visitors may attend a maximum of three (3) meetings of the Club. If a person continues to attend meetings and/or activities beyond this protocol, that person will be classified as a non-member and the Club will be required to pay the non-member capitation fee to PSPL.

- (g) The Club shall adopt a protocol to manage and maintain a waiting list:
- 1) an expression of interest to join the Club will be recorded by date and gender as the waiting list.
 - 2) no membership application form will be offered to a person on the waiting list until such time as there is a vacancy for membership.
 - 3) when appropriate a membership application will be offered to a person on the waiting list. Such application must be sponsored by two current members of the Club and approval for membership given by a majority of the Management Committee.
 - 4) those persons on the waiting list must meet the requirements of attendance under the protocol set for visitors.

ARTICLE 3 - MANAGEMENT

- (a) The Club shall be managed by a Management Committee, hereinafter called the "Committee", comprising a President, Vice-President, Secretary, Treasurer and Membership Officer and up to five (5) additional Committee Members as decided at ~~from time to time~~. The immediate Past President shall be an ex officio Member of this Committee for one (1) year with full voting rights.
- (b) Members responsible for Convenor positions as elected at an Annual General Meeting or subsequently appointed by the Committee need not be members of the Committee but are welcome to attend Committee Meetings, although these Convenors have no voting rights.
- (c) Management Committee shall not have the power to allocate Club funds to subsidise any Club Outing or Function. Committee may make a recommendation to Members at a General Meeting which shall then be resolved by the majority vote of those Members present.
- (d) Management Committee is authorised to expend Club funds to meet the legal and constitutional requirements of the Club as well as the normal day-to-day running expenses of the Club. In addition, Management Committee shall be authorised to spend up to an amount of \$200.00 monthly for other administration requirements between Meetings and report on such expenditure to Members at the next General Meeting. Management Committee is also authorised to make the decisions required to manage the Club between Meetings except for those decisions already prohibited by the Constitution or Standing Resolutions.
- (e) The Committee is authorised to appoint a Probus Liaison Officer (with email access to allow communication with PCSP) at the Annual General Meeting or

the April Committee meeting. The Probus Liaison Officer may or may not be a member of the Committee and is not entitled to vote unless otherwise entitled by virtue of their Committee membership.

- (f) The Committee is authorised to appoint an assistant Secretary and/or assistant Treasurer. Such assistant(s) may or may not be a member of the Committee and shall not be entitled to vote unless otherwise entitled by virtue of their Committee membership.
- (g) The Treasurer and two other delegated Officers of the Committee appointed by the Committee are authorised to use Electronic Funds Transfer (EFT) banking system for Club accounts.
- (h) The Club shall establish a protocol for receiving and recording genuine apologies. Such apologies shall be received by a member of the Committee prior to the commencement of a General or Annual General Meeting by a method accepted and approved by the membership. Members leaving Club meetings or functions early must advise a member of the Committee prior to their departure.

ARTICLE 4 - ELECTION OF OFFICE BEARERS AND CONVENORS

- (a) The election of Office Bearers and Convenors shall be held at the Club's Annual General Meeting in March each year. In relation to Office Bearers, this is consistent with Clause 5 of the Constitution.
- (b) All completed Nomination Forms shall be signed by the Nominators and Nominees and must be in the hands of the Secretary no later than the end of the February General Meeting to be valid.
- (c) A Returning Officer, who is not a candidate for election, shall be appointed by the President before the election begins.
- (d) If only one valid Nomination is received for a position, then that person is deemed to be elected.
- (e) If more than one valid Nomination is received, then a vote shall be conducted. Voting shall be by show of hands or by ballot as determined by the Members.
- (f) Nominations can only be accepted at the Club's Annual General Meeting if no valid Nomination Forms have been received for that particular position.

ARTICLE 5 - FINANCIAL YEAR

- (a) The financial year of the club shall begin on the first day of February of each year and end on the last day of January.

ARTICLE 6 - MEETINGS

- (a) General Meetings of the Club shall be held at monthly intervals on the first Thursday of the month or at such times and places as approved by the members.

ARTICLE 7 - ACCOUNTS

- (a) An Income and Expenditure Account (and a Balance Sheet if appropriate) for the twelve months ending on the day of the General Meeting held in January each year shall be presented to the Annual General Meeting in March after being audited by the person appointed at the previous Annual General Meeting.
- (b) The Treasurer shall deposit funds received into the Club's Bank Account in a time frame to comply with the requirements of the Probus Centre's Insurance Policy
- (c) Probus Centre South Pacific has approved that in the absence of the Treasurer a delegated officer of the Club may deposit all funds of the club to the credit of the club's account in the bank or other financial institution approved by the Committee.

ARTICLE 8 - AMENDMENT

- a. These Standing Resolutions may be amended at a General Meeting of the Club, a quorum being present, by an affirmative vote of not less than 75% of the Members present and voting, notice of such proposed amendment having been published to all Members at least fourteen (14) days before such Meeting. Once the motion is moved, the motion must be seconded and then, following discussion, a vote taken.
- b. A Standing Resolution may be moved at a general meeting from the floor with or without due notice depending on the nature of the motion. If the matter is contentious or is related to an existing Standing Resolution, 14 days' written notice should be given to all members.

ARTICLE 9 - FINANCIAL CONTROL OF LOCAL TRIPS

- (a) Despite the best endeavours of the Outings Convenor to ensure that trips do not run at a loss, monetary shortfalls will not be made up by Members attending on the day due to cancellations. The appropriate course of action will be to record a loss in the accounts on the basis of it being beyond the control of the Convenor. To this end, the costing of bus/coach trips will be based on less than a full load (e.g. where the break-even is say 30 and the carrying capacity of the bus is 35-40, then the price could be set on the basis of 30. In this way, if only 30 people book for the trip, we at least don't lose,

and if more than 30 attend, then a small profit will be made, but only after deducting administration costs.

- (b) All trip fees collected are to be paid into the Club's Bank Account without any deductions. The Outings Convenor when claiming reimbursement for associated expenses should indicate the particular trip to which the expenses refer so that it will be reflected in the accounts.
- (c) The Outings Convenor will determine whether the trip fees need to be collected more than one (1) month before departure date, but in any case, trip fees will be collected IN FULL no later than the date of the General Meeting preceding departure date.
- (d) Whatever the circumstances, refunds will only be made after consideration by the Treasurer and Outings Convenor so empowered to authorise a refund of monies paid or after consideration by the Committee of Management.
- (e) Receipts will either be written at the time money is paid to the Outings Convenor or when payment is made and entered in the booking register, it will be initialled by the person making the payment. To assist in this process, any Member may be co-opted.
- (f) To obtain the maximum participation in the Outings Programme, only one Outing per month is to be planned.
- (g) The Club will reserve the right to refuse any refund up to the amount of penalty it may suffer with any Tour Organiser or Operator in the event of a cancellation by a Member after the date the final payment has been made.
- (h) The Club must not be committed to any tour before all deposits have been received by the Outings Convenor. Any prior arrangements can only be tentative.
- (i) No advance payments for bookings shall be made from Club funds, except as determined by Members.

ARTICLE 10 - FINANCIAL CONTROL OF EXTENDED TOURS

- (a) PREAMBLE. In order for the Club to take advantage of discounts which may apply to group bookings, the Club becomes legally bound to a Tour Operator for all arrangements made once a firm commitment is given whether in writing or otherwise. To be certain that Members are left in no doubt as to their responsibilities and those of the Club, the following rules have been made to protect the Club financially.
- (b) Fixed cost arrangements will be negotiated wherever possible, by the Outings Convenor with a Tour Operator/Hotel/Manager and all arrangements will be confirmed in writing.

- (c) Deposit money must be paid by a Club member as required to confirm their intention to join a Club-arranged Tour.
- (d) The Club must not be committed to any tour before all deposits have been received by the Outings Convenor. Any prior arrangements can only be tentative.
- (e) No advance payments for bookings shall be made from Club funds.
- (f) Final payments are to be made to the Club six (6) weeks before departure date or as may be otherwise requested. If, for any reason, any outstanding balance has not been received by the due date, the Club will reserve the right to assume that the booking has been cancelled and to refuse any refund up to the amount of the penalty it may suffer as a consequence.
- (g) Late bookings will be considered where a vacancy becomes available and payment is made in full at the time the booking is accepted.
- (h)) Where it becomes obvious six (6) weeks before departure date that Member cancellations will cause the number of participants to fall below the minimum number required for the agreed price, the Club will have two choices (depending upon the original agreement made with the Tour Operator):
 - (i) Cancel the tour, in which case the deposit monies may be lost if demanded by the Tour Operator's Contract (refer to (f) above also), or
 - (ii) Re-negotiate the terms of the agreement with the Tour Operator and, subject to the agreement of the remaining tour participants, confirm the new agreement.
- (i) Whatever the circumstances, refunds will only be made after consideration by the Committee of Management.
- (j) Despite these firm rules as set out above, the Club will at all times attempt to negotiate the best deal for its Members in all circumstances.
- (k) No outing is to be planned which will overlap or coincide with the due date of a General Meeting.

ARTICLE 11 - CHRISTMAS FUNCTION

- (a) Where a subsidy has been approved by Members for the Christmas function, or any other Club outing or function, the amount of the subsidy available to a member who has not been a Member for a full year and has not paid a full year's annual subscription shall be pro-rata to the annual subscription paid by that Member. For example, if a Member has paid half the annual subscription, then that Member shall be entitled to half the approved subsidy for that year.
- (b) Management Committee's responsibility regarding subsidies. Refer to Article 3 (c).

ARTICLE 12 - PRIVACY POLICY

Clubs are subject to the requirements of the Australian Privacy Act 1988. Therefore, in order to protect the Club from any vulnerability, our policy is as follows:

- (a) Pursuant to the Privacy Act, it is a condition of membership of this Club that each member consents to personal information in the form of his/her name, residential address, telephone and mobile number, email address and office held in the Club being included in the Club's membership list.
- (b) Members can retain the right to request withdrawal of their personal details from inclusion in the Club's published directory
- (c) A notice is to be included in any published directory of the Club as follows:
"This (directory or any other Club prescribed list of members' details) of members is for the exclusive use of members of the Club and must not be made available to persons who are not members."
- (d) The following endorsement must be included in the Club Bulletin: "Private and Confidential. For Probus use only and not to be used for any other purpose."
- (e) Medical condition details should not be made available to any person or group in the Club without the prior approval of the member concerned. Medical cards/records are not the responsibility of the Club or the Convenors and they remain the responsibility of individuals to keep current and to hold personally. Our insurers will not defend a claim of negligence against the Club or member for not providing a medical card belonging to a member or guest in case of emergency.

Approved by

CHRISTIANA NATI

President

Date JULY 2025

VICKI SUPRUNENKO

Asst Secretary

Date JULY 2025