

Constitution

TAROONA TENNIS CLUB INCORPORATED

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1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Act 1964 (Tas)*.

Adult Member means a natural person who satisfies the relevant membership criteria and who is over 18 years of age.

AGM or **Annual General Meeting** means the Annual General Meeting of the Club required to be held by the Club in each calendar year.

Club means Taroona Tennis Club Incorporated.

Committee means a Committee elected at the AGM.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

General Meeting means a general meeting of Members.

Life Member means a Member admitted to Life Membership of the Club under **clause 4.4**.

Member means a Member of the Club under **clause 4.1**.

Objects means the Objects of the Club in **clause 2.1**.

Public Officer means a person appointed as Public Officer under **clause 16.1**.

Special Resolution means a resolution that must be passed by a majority of 75% of votes exercisable by Members present and entitled to vote at the relevant General Meeting in accordance with this Constitution and/or the Act.

1.2 Amendment of Constitution

Neither this Constitution nor the Objects of the Association shall be altered or modified nor shall any part of it be rescinded except by a majority of three quarters of members present at an Annual or Special General Meeting where prior notice of the precise amendment has been given in writing to all voting members.

2. OBJECTS AND POWERS

2.1 Objects

The basic Object of the Association is to promote and encourage the playing of tennis (with special emphasis to the Taroona area).

For the purpose of carrying out the above Objective the Association shall have the power to:

- a) purchase, hire, lease or otherwise acquire, and to lawfully dispose of any real or personal property;
- b) construct, maintain and alter any courts and buildings or undertake work as necessary;
- c) raise money by way of subscriptions, sponsorship or any other lawful means, and to accept any gifts;
- d) borrow money in such manner and on such terms as the Committee may think fit or as approved by resolution at a General Meeting;
- e) invest, re-invest, realise and deal with any of the monies of the Association not immediately required for its current needs;
- f) expend monies in connection with the objectives;
- g) produce literature; and
- h) where possible and in the interest of tennis, co-operate in every respect with other Organisations, Associations and Clubs pursuing similar objectives.

2.2 Assets

The assets and income of the Association shall be applied solely in furtherance of its above-mentioned objectives and no portion shall be distributed directly or indirectly to the members of the organization except as bona fide compensation for services rendered or expenses incurred on behalf of the organization.

2.3 Powers

Solely for furthering the Objects, the Club, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.

2.4 Affiliation

The Club shall be affiliated with Tennis Tasmania.

3. INCOME AND PROPERTY OF THE CLUB

3.1 Sole Purpose

The income and property of the Club will be applied only towards the promotion of the Objects.

3.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Club; or
- b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

4. MEMBERSHIP

4.1 Categories of Members

The Committee shall determine the categories of membership and attendant conditions to qualify for that category. All members over 18 years of age shall have voting rights.

4.2 Admission to Membership

Subject to **clause 4.3** a person will become a Member, and their name recorded in the Register of Members kept by the Club, upon meeting the criteria applicable to the relevant category of membership as determined by the Committee and provided the person has completed an application in which they undertake to:

- a) be bound by this Constitution;
- b) pay the fees and subscriptions determined to apply to the relevant membership category under **clause 7.1**; and
- c) support the Club in the encouragement and promotion of the Objects.

4.3 Application Process

- a) Any person interested in becoming a Member of the Club is required to complete and submit the membership form. This, together with the appropriate payment, must be sent to the Club.
- b) If the application for membership is accepted, the applicant's name and category of membership shall be entered in the Register, and upon the name of the applicant being so entered, the applicant becomes a Member.

4.4 Life Members

- a) Life Membership is the highest honour which can be bestowed by the Club for longstanding and valued service to the Club;
- b) on the nomination of the Committee, any individual may be elected as a Life Member at any AGM;

- c) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.

4.5 Membership Renewal

To remain a Member, all members (other than Life Members) must:

- a) renew their membership with the Club in accordance with the procedures applicable at the time; and
- b) pay such fees as determined by the Committee in respect of their membership.

Renewal of membership is not automatic and an application for renewal of membership may be declined without reason.

In addition to the effect of membership set out in **clause 4.2**, a Member is bound by, and must comply with, this Constitution.

4.6 General

- a) The Club must keep a Register of all Members.
- b) No Member whose membership ceases has any claim against the Club or the Committee for damages or otherwise arising from cessation or termination of membership.
- c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- d) Members must treat all representatives of the Club, including contractors, and all other Members with respect and courtesy at all times.
- e) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Club.

5. CESSATION OF MEMBERSHIP

5.1 Cessation

A person ceases to be a Member on:

- a) resignation;
- b) death;
- c) non-payment of the required subscription within a period nominated by the Committee;
- d) termination of their Membership according to this Constitution; or

- e) failure to meet the requirements for Membership according to this Constitution.

5.2 Resignation

For the purposes of **clause 5.1(a)**, a Member may resign as a member of the Club by giving notice to the Committee. A Junior cannot resign without the written approval of their parent or legal guardian.

5.3 Forfeiture of Rights

A member who ceases to be a Member shall forfeit all right in and claim upon the Club or the Committee for damages, or otherwise, or claim upon its property including its intellectual property rights.

6. GRIEVANCES AND DISPUTES

All Members will be subject to and submit unreservedly to the jurisdiction and procedures of the Club under this Constitution.

The Committee has a duty to address:

- a) genuine and serious grievances by any Member who feels aggrieved by a decision or action of the Club;
- b) complaints that a Member has acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Club or has brought the Club into disrepute;

Any Member involved in a dispute must be given an opportunity to be heard by the Committee.

7. FEES AND SUBSCRIPTIONS

The Association's Financial Year shall be from October 1st to September 30th.

7.1 Fees Payable by Members

The Committee determines from time to time:

- a) the amount (if any) payable by an applicant for membership;
- b) the amount of the annual membership fee payable by each Member, or any category of Members;
- c) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
- d) the payment method and due date for payment.

Each Member must pay to the Club the amounts determined under this clause.

7.2 Non-Payment of Fees

Notwithstanding any other clause of this Constitution, the right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription is in arrears.

8. GENERAL MEETINGS

8.1 Annual General Meeting

- a) The Association shall, in each year, hold an Annual General Meeting;
- b) The Annual General Meeting shall be held on such day (being not later than three months after the close of the financial year of the Association) as the Committee may determine;
- c) The Annual General Meeting shall be in addition to any Special General Meetings that may be held in the same year;
- d) Notice of the Annual General Meeting and time and place shall be sent to all voting members in writing at least 21 days prior to the meeting;
- e) The ordinary business of the Annual General Meeting shall be to:
 - i. confirm the Minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
 - ii. receive from the Committee, Executive and any Auditor of the Association reports upon the transactions of the Association during the last preceding financial year;
 - iii. elect the Committee; and
 - iv. appoint the Auditor if one is required.
- f) The Annual General Meeting may transact special business of which notice is given within 14 days of the meeting.
- g) All General Meetings other than the Annual General Meeting shall be called Special General Meetings.
- h) Any twenty members present constitute a quorum for the transaction of business at an Annual General Meeting or Special General Meeting.

8.2 Special General Meetings

- a) The Committee may, whenever it sees fit, call a Special General Meeting of the Association;
- b) The Committee shall, on the requisition in writing of not less than ten members, convene a Special General Meeting of the Association;
- c) A requisition for a Special General Meeting shall state the Objects of the meeting and shall be signed and deposited at the office of the Association;
- d) If the Committee does not cause a Special General Meeting to be held within twenty-one days of the date of the requisition, any of the requisitionists may convene the meeting within three months.

8.3 No Other Business

No business other than that stated in the Notice of meeting may be transacted at a General Meeting.

8.4 Cancellation or postponement of General Meeting

Where a General Meeting (AGM or Special General Meeting) is convened by the Club's Executive, the meeting can be cancelled or postponed to a date and time as determined by the Executive. However this clause does not apply to a General Meeting convened by Members, the Committee at the request of Members or a Court.

8.5 Written Notice of Cancellation or Postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for the decision and be given to each Member entitled to attend the General Meeting at least seven days before the set date.

8.6 Contents of Notice Postponing General Meeting

A Notice postponing a General Meeting must specify:

- a) the new date and time for the meeting;
- b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting.

8.7 Business at Postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

8.8 Non-receipt of Notice

The non-receipt of a Notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give such Notice to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

8.9 No Proxy Voting

Proxy voting is not permitted at General Meetings of the Club.

9. PROCEEDINGS AT GENERAL MEETINGS

9.1 Number for a Quorum

Twenty Adult Members must be present and eligible to vote for a quorum to exist at a General Meeting.

9.2 Requirement for a Quorum

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General Meeting.

9.3 Quorum and Time – Special General Meetings

If within 60 minutes after the time appointed for a Special General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

- a) if convened by, or on requisition of, Members is dissolved, and
- b) in any other case stands adjourned to such other day, time and place as the President determines.

9.4 Quorums and Time – AGMS

- a) If within 60 minutes at the time appointed for an AGM, or at any other time during the meeting, a Quorum is not present, the AGM stands adjourned to such other day, time and place as the President determines.
- b) Where an AGM has been adjourned under **clause 9.4(a)** any number of Members present on the adjourned date shall constitute a Quorum.

9.5 President to Preside Over General Meetings

- a) The President is entitled to preside as President at General Meetings.
- b) If a General Meeting is convened and the President is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to

act, the Vice President or another member of the Executive present will preside.

9.6 Conduct of General Meetings

The President

- a) has charge of the general conduct of the meeting and of the procedures to be adopted;
- b) may require the adoption of any procedure which in his opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
- c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever he considers it necessary or desirable for the proper conduct of the meeting.

A decision by the President under this **clause 9.6** is final.

9.7 Adjournment of General Meeting

- a) The President may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

9.8 Notice of Adjourned Meeting

- a) It is not necessary to give any Notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

9.9 Questions Decided by Majority

Subject to the requirements of the Act (if any) and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

9.10 Equality of Votes

Where an equal number of votes is cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt, the President does not have a casting vote where voting is equal.

9.11 Declaration of Results

- a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- b) A declaration by the President that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of the meetings of the Club, is conclusive evidence of the fact.
- c) Neither the President nor the Minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

9.12 Poll

- a) If a poll is properly demanded in accordance with the Corporations Act 2011 (Cth) or by the President of the meeting, it must be taken in the manner and at the date and time directed by the President, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Member entitled to vote will have the number of votes fixed under **clause 10**.
- b) A poll demanded on the election of a President or on a question of adjournment must be taken immediately
- c) A demand for a poll may be withdrawn
- d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

9.13 Objection to Voting Qualification

An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):

- a) may not be raised except at that meeting; and
- b) must be referred to the President, whose decision is final.

9.14 President to Determine Any Poll Dispute

If there is a dispute about the admission or rejection of a vote, the President must decide and the President's decision made in good faith is final.

10. VOTES OF MEMBERS

At a General Meeting, on a show of hands and on a poll, each Member aged over 18 years shall have one vote.

11. COMMITTEE

All Members over the age of 18 years are eligible to be elected as Committee Members.

11.1 Composition of the Committee

The Committee shall consist of:

President;
Vice – President;
Secretary;
Treasurer;
at least four and no more than six other Members,

all of whom will be elected under **clause 12.3**; and

Ex-Officio – retiring President for a period of one year.

External to the Committee, a Patron who is nominated by the Committee and approved at an AGM, and who holds the position indefinitely.

11.2 Duty Descriptions

The President may determine from time to time duty descriptions for Committee Members.

11.3 Remuneration of Committee

A Committee Member may not be paid for services but, with the approval of the Committee and subject to the Act, may be:

- a) paid by the Club for services rendered to it other than as a Committee Member;
and
- b) reimbursed for expenses incurred on behalf of the Club.

12. COMMITTEE MEMBERS

12.1 Nomination for Committee

Nominations to any position on the Committee may be made in writing or made verbally at the meeting.

Nomination forms are sent out with the Notice of the Annual General Meeting.

12.2 Election of Members

If the number of nominations received for positions on the Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Committee, then those nominated shall be declared elected.

If there are insufficient nominations received to fill all vacancies on the Committee, the positions will be deemed casual vacancies under clause 13.1.

If nominations exceed the number of vacancies for any position a secret written ballot shall be held. For the avoidance of doubt, a candidate must receive 50% plus 1 of the total votes at a General Meeting to be elected.

If voting is equal for two or more candidates a further ballot will be held. If voting is still equal after the further ballot the election will be declared null and void.

12.3 Term of Appointment

Each elected Committee Member shall hold office until the next Annual General Meeting following the declaration of their election and is eligible for re-election.

13. VACANCIES ON THE COMMITTEE

13.1 Casual Vacancies

Any casual vacancy that occurs on the Committee may be filled by invitation until the next Annual General Meeting.

13.2 Grounds for Termination of Committee Member

In addition to the circumstances in which the position of a Committee Member becomes vacant by virtue of the Act, the position becomes vacant if the Committee Member resigns in writing, becomes unfinancial for over two months, fails without leave to attend three consecutive Committee meetings or dies.

14. POWERS AND DUTIES OF COMMITTEE

14.1 Committee Management

The affairs of the Association shall be managed by a Committee of Management who, subject to these Rules, may exercise all the Association's powers and functions, including the borrowing and raising of money.

14.2 Executive Committee

The President, Vice-President, Treasurer and Secretary constitute an Executive Committee to conduct matters of urgency during the intervals between meetings of the Committee and shall report on any Executive Meetings at the next Committee Meeting.

14.3 Conflict of Interest

A Committee Member shall make full disclosure of any potential conflict of interest and shall not vote upon any matter in respect of any matter in which he/she has a personal interest.

15. COMMITTEE MEETINGS

15.1 Frequency of Meetings

The Committee shall meet at least six times a year at such place and at such times as the Committee may determine. Additional Committee Meetings may be convened by the President.

15.2 No Casting Vote

Motions carried by majority vote. The Chairperson of the meeting will not have a casting vote.

15.3 Quorum

Five Committee Members present in person constitute a Quorum. No business shall be transacted unless a Quorum is present. If a Quorum is not present the meeting shall be adjourned until an agreed time and place in the week following the adjournment. The Quorum at such adjourned meeting shall be four.

15.4 Chairperson

The President will preside at Committee meetings and General Meetings. If the President is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, one of the Executives will preside.

15.5 Circulating Resolutions

The Committee may pass a resolution without a meeting being held if the required majority of Committee Members agree in writing that they are in favour of the resolution.

15.6 Minutes

The Committee must keep Minutes of meetings according to the Act and the *Corporations Act 2011 (Cth)*.

16. PUBLIC OFFICER

16.1 Appointment

There must be a Public Officer who will be appointed by the Committee under the Act.

16.2 Vacancy

In addition to the manner in which the office of Public Officer becomes vacant under the Act the Committee may suspend or remove the Public Officer from that office

16.3 Terms and Conditions

The Public Officer holds office on the terms and conditions and with the powers, duties and authorities, determined by the Act and the Committee. Subject to this Constitution the Public Officer is not entitled to remuneration.

17. SUB-COMMITTEES

17.1 Sub-Committees

The Committee may delegate any of its powers to the Sub-Committees consisting of such persons it thinks fit (including Committee Members, Individuals and Consultants), and may vary or revoke any delegation.

17.2 Powers Delegated to Sub-Committees

A Sub-Committee must exercise the powers delegated to it according to the terms of the delegation and any directions. A Sub-Committee is responsible to and reports to the Committee.

18. KEEPING AND INSPECTION OF RECORDS

18.1 Record Keeping

The Committee will cause Association records to be kept for a period of seven years from their creation.

18.2 Inspection of Records

Subject to privacy and confidentiality obligations Members shall have the right to inspect documents of the Club as permitted by the Act.

The Committee may impose conditions on a Member's inspection of the Club documents under this clause or may refuse such inspection where the Committee reasonably considers that the Member is not seeking and/or undertaking the inspection in good faith and/or for a proper purpose.

19. ACCOUNTS

19.1 Accounting Records

The Committee will cause proper account and other records to be kept and will distribute copies of financial statements as required by the Act.

19.2 Bank Accounts

One or more bank accounts shall be kept by the Club.

19.3 Approval of Payments

The Treasurer and other approved signatories (President and Secretary) have the authority to write cheques and engage in Internet banking. All payments must be authorised by two approved signatories.

19.4 Audit

A qualified Auditor may be appointed by the Membership at an AGM and the remuneration of such auditor fixed, if applicable.

20. INDEMNITY

20.1 Indemnity of Officers

Every person who is or has been:

- a) a Committee Member; or
- b) Public Officer,

is entitled to be indemnified out of the property of the Club against:

- c) every liability incurred by the person in that capacity (except a liability for legal costs); and
- d) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity, unless:

The Club is forbidden by statute to indemnify the person against the liability or legal costs; or

an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

20.2 Insurance

The Club may pay or agree to pay, whether directly or through an interposed entity (Tennis Tasmania), a premium for a contract insuring a person who is or has been a Committee Member or Public Officer against the liability incurred by the person in that capacity, including a liability for legal costs, unless:

- a) the Club is forbidden by statute to pay or agree to pay the premium; or
- b) the contract would, if the Club paid the premium, be made void by statute.

21. WINDING UP

21.1 Winding Up

The Club may only be wound up by Special Resolution and/or otherwise in accordance with the Act.

21.2 Excess Property on Winding Up

If on the winding up or dissolution of the Club, and after satisfaction of all its debts and liabilities, any property remains that property must be given or transferred to another body or bodies:

- a) having objects similar to those of the Club; and
- b) that body is, or those bodies are, to be determined by the Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.