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## MEMBERSHIP POLICY

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### INTRODUCTION

The Western Australian Sports Federation, trading as SportWest, is the peak industry body for sport in Western Australia. We promote, strengthen and advocate for the sports community of Western Australia.

Our Members are individuals, representative bodies and organisations involved in the conduct, administration, promotion and development of sport and related activities in Western Australia.

We aim to provide value for our Members through regular communications, access to advisory networks, industry relevant projects and key events, including the SportWest Awards.

### MEMBERSHIP

Membership shall be open to any person or organisation, in the categories available, who wish to further the interests of SportWest. Any person or organisation seeking membership of SportWest shall make application to SportWest in writing in the prescribed form.

1. Each person or organisation admitted to membership shall:
  - 1.1 be bound by the Constitution and Rules of SportWest;
  - 1.2 become liable for such fees and/or subscriptions as may be fixed by SportWest; and
  - 1.3 be entitled to those privileges as accorded by the respective category for which membership is sought.
2. Each application for membership shall be considered by the Board:
  - 2.1 The Board's resolution with respect to each membership application shall be recorded in the minutes.
  - 2.2 The Board may accept or reject an application in its sole discretion and shall advise the applicant of the decision as soon as practicable thereafter but need not provide the applicant with any reasons for its decision.
  - 2.3 The Board's decision shall be final.

### MEMBERSHIP CATEGORIES

#### 1 Full Member

- 1.1 Full Members shall be:
  - 1.1.1 those organisations registered with SportWest as "Full Members"; or
  - 1.1.2 any organisation which the Board shall approve from time to time as a Full Member.



- 1.2 Applicants for Full Membership must be engaged in the conduct, administration, promotion and development of sport or active recreation and be the peak body, as recognised by SportWest, of that activity in the State.

## **2 Affiliate Member**

- 2.1 Affiliate Members shall be:

- 2.1.1 those organisations registered with SportWest as "Affiliate Members"; or

- 2.1.2 any organisation which the Board shall approve from time to time as an Affiliate Member.

- 2.2 Applicants for Affiliate Membership must be engaged in pursuits complementary to the activities of Full Members, including:

- 2.2.1 any Western Australian special interest multi-sport association, or association of coaches, umpires, referees and the like; or any other organisation, or group, or peak body which, in the opinion of the Board, has, as part of its objects, a prime role in the improvement of personnel, organisations or opportunities for participation in Sport or Active Recreation in Western Australia;

- 2.2.2 any metropolitan or non-metropolitan regional sport council, representative of the various sporting interests in that regional area, and/or active recreation; and

- 2.2.3 any organisation which provides for participation in sport, sporting activity or active recreation and does not qualify for Full Membership.

## **3 Individual Member**

An Individual Member shall be a natural person interested in furthering the objects of SportWest.

# **MEMBERSHIP RESPONSIBILITIES**

## **1 Change in Member Objects**

Should a Member change its explicit or implied aims or objects, that Member shall give notice in writing of such change to SportWest and the Board shall thereupon make a decision as to whether that Member should continue as a Member or in its current membership category.

## **2 Change in Member Office Bearers**

Each Full and Affiliate Member shall give notice to SportWest of any change in particulars of office bearers.

## **3 Attendance at General Meetings**

- 3.1 Each Full and Affiliate Member shall be entitled to the attendance of one (1) representative at each General Meeting.



- 3.2 A Member shall be entitled to be represented by a proxy by completing and providing to SportWest a duly completed proxy form in a format and within a time period determined by the Board.
- 3.3 In addition, each Full and Affiliate Member shall be entitled to the attendance of one (1) observer who shall have no right to vote nor be able to speak unless invited to do so by the Chairperson.
- 3.4 Individual members shall be entitled to attend General Meetings as an observer without the right either to vote or to speak unless invited to do so by the Chairperson.
- 3.5 The presence of a Member at a General Meeting need not be in person but may be by that Member and each other Member at the meeting being simultaneously in contact by telephone or any other means of instantaneous communication.

#### **4 Address of Member**

Every Member shall inform SportWest of a postal and email address to which notices intended for such Member may be addressed. A Member shall also notify SportWest of any change of address as soon as possible.

## **TERMINATION OF MEMBERSHIP**

### **1 By Member**

A Member may terminate membership with SportWest at any time, in the case of Full and Affiliate Members, by written notice of the resolution of that organisation to that effect, signed by an officer of that organisation and addressed and delivered to SportWest and in the case of an Individual Member, by written notice, signed by that Individual Member and addressed and delivered to SportWest.

### **2 By Board**

- 2.1 Should the circumstances arise that there be grounds for the termination of a membership, the Member in question shall be notified in writing of:
  - 2.1.1 the intention to terminate the membership;
  - 2.1.2 the reasons underpinning such proposed action; and
  - 2.1.3 the date/time/place of the Board meeting at which the matter is to be firstly considered.
- 2.2 The notification to the Member in question shall also indicate the right to provide a written submission, prior to the relevant Board meeting, and furthermore, the right to attend that part of the relevant Board meeting to speak to the written submission.
- 2.3 Following the attendance (if the Member chooses to attend) and presentation of the Member in question (if any), the Board shall consider the matter in camera.
- 2.4 A resolution of the Board terminating a membership shall:
  - 2.4.1 require a special resolution;
  - 2.4.2 have immediate effect;





2.4.3 be final; and

2.4.4 be communicated to the Member concerned, as soon as practicable.

## **SUSPENSION OF MEMBERSHIP**

The Federation reserves the right to suspend membership under the following circumstances:

1. When a Member has failed to pay the annual membership fee within the stated timeframe. The Member shall be advised in writing that their membership has been suspended and will have 28 days to pay all outstanding amounts. If the annual membership fee is not paid within that 28 day period (or such other period agreed with the Federation), the matter will be referred to the Board for termination in accordance with Rule 8.2 of the Constitution.
2. Where there has been serious misconduct by a Member or any management personnel or board members of the Member. Serious misconduct includes actions of willful or deliberate behaviour that breach these Rules, committing any offence which relates to, or involves honesty, trustworthiness or integrity, and includes without limitation theft and fraud, but does not include an offence which relates to, or involves, the driving of a motor vehicle unless criminal charges are brought, and actions that are prejudicial to the objects and interests of the Federation and its Members in general. The Board will be advised of any serious misconduct allegations and will instruct the Chief Executive Officer to undertake a full investigation into the actions. If it is determined that serious misconduct has occurred, the Member shall be advised in writing that the membership has been suspended and will have 28 days to rectify the circumstances. Failure to rectify the circumstances for this suspension may result in termination of the membership in accordance with Rule 8.2.

The Member will be given a fair opportunity to state their case to the Chief Executive Officer of the Federation prior to suspension occurring.

While under suspension, a Member's right to receive notice of, vote and be represented at meetings shall also be suspended.

The Member may request in writing that the membership be reinstated. Such reinstatement will be at the full discretion of the Board.

## **MEMBERSHIP FEES**

1. The membership year of SportWest shall be the same as its Financial Year; i.e. 1 July to 30 June.
2. Members shall pay an annual membership fee as determined by the Board.
3. Membership fees need to be paid by the dates determined by the Board, failing which a Member's right to vote at subsequent meetings of SportWest shall be suspended until payment is made.



## REGISTER OF MEMBERS AND MAINTENANCE OF RECORDS

1. The Chief Executive Officer, on behalf of SportWest, shall keep and maintain at the office of SportWest an up-to-date Register of Members in accordance with the requirements of the *Associations Incorporations Act 2015* (the Act).
2. The Chief Executive Officer, on behalf of SportWest, shall also keep at the office of SportWest minutes of meetings held, annual financial statements, Auditor reports, lease agreements and other appropriate records.
3. A Member who wishes to inspect the Register of Members must contact the Chief Executive Officer to make the necessary arrangements.
4. If a Member inspecting the Register of Members wishes to take a copy of, or an extract from, the Register in accordance with the Act or if a Member makes a written request in accordance with the Act to be provided with a copy of the Register of Members, the Chief Executive Officer 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 SportWest.

## RESOLVING DISPUTES

1. Disputes arising under the Rules
  - 1.1 This rule applies to:
    - 1.1.1 disputes between Members; and
    - 1.1.2 disputes between SportWest and one or more Members.
  - 1.2 In this rule Member includes any organisation/person who was a member of SportWest not more than six months before the dispute occurred, even if they are no longer a Member.
  - 1.3 Any dispute arising under the Rules shall be determined in accordance with SportWest's dispute resolution procedures as contained within the Rules or SportWest's policies and procedures.
2. Inability to Resolve Disputes

If a dispute cannot be resolved under the procedures set out in SportWest's Rules, policies or procedures, any party to the dispute may, in accordance with the Act, apply to the State Administrative Tribunal to determine the dispute or may pursue the matter otherwise at law.

## CHANGES TO THIS POLICY

This Policy may be cancelled or amended by the Board. This Policy will be reviewed annually.

## ASSOCIATED DOCUMENTS

- SportWest Member Dispute Resolution Policy



**AUTHORISATION**

Chair

  
M. Lewis

Date

21/2/2022.

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