

McKEAN PARK

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Ref: Mr M Flynn:EMG:140157

Instructions to Prepare Rules and Bylaws of a Rotary Club

Instruction Sheet

This Instructions Sheet needs to be answered in full. Please answer each question.

Please do not forward your existing documents to be read by McKean Park.

1. **Full name of Club?**.....Inc.
2. **If Club is not incorporated do you wish McKean Park to quote you for its incorporation?**
3. **In which State / Territory is the Club incorporated or to be incorporated?**
4. **What is the applicable Rotary District?**.....
5. **What is the exact locality (territorial limits) of the Club as assigned to it by Rotary International?**

.....
.....

[Please use RI's wording. If uncertain please contact RI Parramatta, PO Box 1415, Parramatta NSW 2124; Telephone: 02 8894 9800; Facsimile: 02 8894 9899; email: risppo@rotary.org. If your club wishes to change locality description (e.g. from one in "Metes and Bounds") please contact RI Parramatta and advise McKean Park below]

.....
.....

6. **Number of Ordinary Directors (excluding office bearers).** (i.e. excluding President, Vice President, President-elect, Secretary, Treasurer and Immediate Past President).....

7. **Club Address**.....

Club Postal Address.....

Club Email address.....

All Club address details will be retained in confidence

Permanent Club Contact (Please advise details for permanent club contact to 1 September 2019)

Name of Contact

Tel.....Mobile.....Email.....

(Changes in these contact details must be notified to McKean Park)

8. **Nominating Committee** McKean Park **strongly recommends** use of a nominating committee. If your club has or wants to have a nominating committee please advise the required membership of that committee in addition to the President and the President-elect (e.g. "and 2 active members"). This is free of charge

9. **Day and Commencing Time set for Club Regular Meeting. Please advise frequency.**

10. RI proposes that Clubs may decide to change to any of the following through their Bylaws. The precise wording will contain what the Club wants.

10.1 **Membership**

10.1.1

Corporate (or Business) Membership

Membership Description:	An incorporated entity within the Club's locality represented by 2 or more natural persons. <u>You must advise either the number of representatives or maximum and minimum number of representatives required per Corporate Member.</u>
Reasons for:	Corporate Member <u>may</u> be willing to assist funding of projects and give the weight of its support to Club projects (e.g. supporting the Club in dealing with Government).
Dues:	Corporate dues to be 'significant', representative dues may be 'relatively nominal' (both payable by the Corporate Member). Representative dues may be set as a fixed percentage of Active Member dues. <u>Please advise calculation to be applied if applicable.</u>
Voting:	May vary but it is suggested that the Corporate Member votes through a representative and that representative to be first in a given order of precedence, if available.
Attendance:	Only by representatives who will share attendance requirements (e.g. three representatives may be required to attend between them 50% of the normal requirement for the attendance of three active members. <u>Please advise attendance requirements.</u>
Classification:	The representatives are inducted as Active Members but classifications are waived.
Notes:	A contract between the Club and the Corporate Member setting out terms of any agreement would be desirable. This can contain agreement as to any complex issues. <u>Please advise details of anticipated complex issues. We can supply a contract if required.</u>

10.1.2**Family Membership**

Membership Description:	Fixed number of adult members of the one family. This may occur when one family member is an active Rotarian and wants to have other members of his or her family join as members of the same club.
Reasons for:	Increases membership.
Dues:	Active member level.
Voting:	Each member votes but the family does not have a separate vote from its members.
Attendance:	Active member level but this may be varied by the Board.
Classification:	Can be waived.
Notes:	The aim is to include all members in this group as active members.

10.1.3**Local Government Service**

Membership Description:	An elected representative or officer of Government at any level.
Reasons for:	Available to speak at regular meetings on Government initiatives or to communicate to the Club other Government matters.
Dues:	Nominal. <u>Suggest Board decides.</u>
Voting:	Member votes.
Attendance:	Infrequent but regular. <u>Suggest Board decides.</u>
Classification:	Classification waived.
Notes:	Clubs should not require the member to support any Club project or initiative with Government as this is contrary to his or her employment requirements.

10.1.4**Friends of Rotary Membership**

Membership Description:	People who have demonstrated their support for one or more of the Club's projects over a significant period (continuous or broken).
Reasons for:	This is in addition to Honorary Membership for Friends of Rotary. It recognises proven willingness to work for Rotary projects.
Dues:	Active Membership level or a fixed percentage of that level. <u>Please advise percentage if applicable.</u>
Voting:	Member votes.

Attendance:	Active membership level or a fixed percentage of that level. <u>Please advise requirements.</u>
Classification:	Classification waived.
Notes:	None.

10.1.5**New Settler Member**

Membership Description:	Individuals who have migrated to Australia in the 'recent past'. It should not be necessary for the member to have become naturalised.
Reasons for:	Clubs need to have the best contact possible and input from the very significant number of people who have made Australia their home.
Dues:	Active Membership level.
Voting:	Member votes.
Attendance:	Active Membership level unless special circumstances prevail.
Classification:	May be waived by the Board.
Notes:	None.

10.1.6**Auxiliary Member**

Depends on the wishes of the Club but usually associated with female or under age members. The concept historically has been used in respect of members who have no right to attend or to vote at club meetings. The concept has for some time been in disrepute however individual clubs may have acceptable suggestions, if so please advise if you require this addition.

10.1.7**Other New Membership**

Please email us before submitting this instruction sheet.

10.2**Meetings**

Please advise which of the undermentioned you require.

- Board able to reduce regular meeting dates (e.g. 'fortnightly' or 'monthly' instead of 'weekly'. Please advise.
- Board able to declare Service Activity a "regular meeting".
- Board able to declare Social Occasions "regular meeting".

11. McKean Park regularly holds client seminars and circulates client newsletters. These provide information on a wide range of legal matters and frequently relate to legal matters which will be of interest to Rotary Clubs and Rotarians. Details of seminars and the circulated newsletters will be forwarded to the permanent contact unless you instruct otherwise. Please indicate: **Yes/No.**

12. **Additional Provisions:** Not every Rotary Club wants the same Rules (apart from the 'Constitutional' provisions) and Bylaws. McKean Park can vary your Club's Rules and Bylaws to suit its needs. The following are the usual variations currently available and the fixed charges for each are set out below. Any other Variations or additions will be charged as additional work on an agreed time cost basis.

12.1 **Variation of Board Membership**

It is sometimes desirable for a Rotary Club to be flexible as to the number of ordinary directors which should be elected to its Board. McKean Park have prepared a Variation to the Rules enabling a Club to elect whatever number of ordinary directors it needs between stated maximum and minimum numbers.

Fixed Charge \$60.00 plus GST

12.2 **Vice Presidents**

RI requires that every Rotary Club must have at least one Vice President so the position cannot be eliminated. McKean Park provides as a Variation to the Rules that the Club's Immediate Past President will fill the office of Vice President. This is acceptable to RI.

Fixed Charge \$60.00 plus GST

12.3 **Club Liquor Licences**

Some Rotary Clubs meet in unlicensed premises and would like to obtain a Club Liquor Licence in respect of those premises so that liquor can be available and consumed before and/or during Club meetings and functions. The Club's Rules need to be adapted in order to be acceptable to the appropriate licensing authority.

Fixed Charge \$150.00 plus GST

12.4 **Inspection of Club Rules**

Rotary Clubs have a number of different views about what rights should be provided for members, as of right, to inspect Club documents. McKean Park provides a range of provisions which can be substituted for existing Rules and which are acceptable to RI.

Estimated Charge \$80.00 plus GST

12.5 **Assistant Secretary and Assistant Treasurer**

Some clubs like to have either an Assistant Secretary or an Assistant Treasurer or both in order to share the work with the appropriate officer or officers. McKean Park provides a number of variations to its Rules ranging from the appointment of assistant officers as equal members of the Board or not as Board members at all but entitled to attend Board meetings for the purposes of their respective duties.

Estimated Charge \$100.00 plus GST

12.6 **Annual General Meetings**

RI has agreed with McKean Park that annual general meetings must be held on or before the end of November to comply with Australian law. Some Clubs prefer to delay their elections beyond that date McKean Park advises how this can be lawfully achieved.

Fixed Charge \$60.00 plus GST

12.7 **International Record of Understanding**

This is an 'agreement' between Rotary Clubs in different countries covering a project in one of those countries in which the respective Clubs will participate. It can be varied to provide participation by more Clubs if required.

Fixed Charge \$70.00 plus GST

12.8 **Membership Contract**

Please refer to paragraph 10.1.1. Such a contract will cover the Club's agreement with a Corporate Member or a Business Member in respect of issues raised in paragraph 10.1.1. Contracts can be extended to other types of membership.

Fixed Charge \$50.00 plus GST

Legal Profession Uniform Law Engagement Agreement and Instruction Sheet for Incorporated Rotary Clubs

Services to be provided:

McKean Park will:

1. Prepare Rules to replace existing Rules. The Rules will comply with:
 - Existing RI requirements (including the current CoL amendments); and
 - State legal requirements (in the State or Territory where the Club is incorporated).
2. Prepare Bylaws.
3. Advise the Club as to the process involved in adopting the Rules Bylaws.
4. Provide electronically forms for the adoption of the Rules and the Bylaws.
5. Retain electronically the Rules and Bylaws until 1 September 2022 on behalf of the Club.
6. Advise the Club of changes required to the Rules necessitated by legislative changes in the relevant State or Territory coming into force on or before 1 September 2022.

The above services will be provided for the fixed fee that is payable by the Club. In addition McKean Park is prepared, if requested by the Club, to provide the following additional services for the Club:

- Prepare amendments to the Rules or Bylaws initiated by the Club and advise as to their adoption and provide all necessary documentation.
- Provide advice to the Club in respect of matters relating to its Rules and/or Bylaws or in respect of any other legal matter within the competency of McKean Park.
- Provide additional advice, services and/or assistance on any other issues.

Fees and Expenses:

McKean Park charges a flat fee as advised in our accompanying letter as its fee for all the work outlined in paragraphs 1 to 6 (inclusive) unless a District discount has been agreed with the Rotary District of which the Club is a member in which case the agreed lesser flat fee will be charged in lieu of the above amount.

If additional work is required McKean Park, on request, will include additional provisions if requested at a flat fee specified in paragraph 12 for frequently used additional provisions) or will give a fixed quotation or an estimate (as appropriate) of the fees involved in any other case. Otherwise, the fees for the additional work will be charged at the rate of \$400.00 plus GST per hour.

Agent:

If these services are undertaken as part of a District Initiative, the Club acknowledges that the District Committee (or its appropriate sub-committee) has been appointed by the Club to act as the Club's Agent to liaise with, assist and instruct McKean Park on behalf of the Club.

Continuation of Contact:

The Club undertakes that it will notify McKean Park of every change in the contact details for the Club occurring at any time on or before 1 September 2022. This requirement is essential to enable McKean Park to retain contact with the Club in order to provide the agreed services.

Terminating Engagement:

The Club may end the engagement by written notice at any time. If it does this it must pay any outstanding fees incurred up until that time.

Extending Engagement:

McKean Park will contact the Club directly or via the District Committee (as appropriate) before 1 September 2022 to discuss extending the Engagement for 3 years.

Jurisdiction:

The law of the State of Victoria applies to our fees and expenses. The Club has the right to sign a costs agreement under a corresponding law or to advise McKean Park that it requires the law of another jurisdiction to apply.

Interest on Unpaid Invoices:

If a tax invoice remains unpaid 30 days after the Club receives it, McKean Park may charge it the maximum percentage rate of interest allowed under the *Legal Profession Act 2004* and the Regulations made under that Act.

Commencing Engagement:

The signatory being duly authorised by the Club instructs McKean Park to provide the services referred to in this disclosure statement and engagement and any additional work as notified.

Fees and Expenses

Cheque enclosed / please bill to cover – (delete one)

	Fees (as per page 1)	\$450.00
Plus	Variations (please indicate Variations \$ and insert cost from page 2)	
Plus	GST on balance	\$
Total		\$

The Club agrees to the terms of this Engagement Agreement.

Confirmed on behalf of the Club..... (Sign here)

Name of signatory

Tel: **Fax:** **Email:**

Date / /201

Please complete the details identified and return to:

McKean Park: Level 11, 575 Bourke Street Melbourne VIC 3000.

The Club will be forwarded a Tax Invoice.

Documents will be delivered electronically to the above signatory at his / her email address.