

# INVERMERE PICKLEBALL CLUB BYLAWS

## 1. Preamble

An association is hereby confirmed under the name the **Invermere Pickleball Club** (the Club). The Club is a financially and organizationally independent entity, and operates on a not-for-profit basis.

## 2. Purpose of the Bylaws

These Bylaws serve as a guide to the governance and management of the Club affairs, and they shall not be altered in any way without Special Resolution of the Board of Directors.

## 3. Purpose of the Club

The Club serves Members (and local and visiting non-member guests) in accordance with "Pickleball Canada Organization" (PCO) by promoting, organising, and arranging various year-round pickleball events at various public and private, and indoor and (when practicable) outdoor venues; offering Members (and non-member guests) of all skill levels an opportunity to participate in fundamental instruction, clinics, game play, and tournaments (both sanctioned and unsanctioned by PCO). The Club may coordinate with and/or assist other similar clubs with arranging and managing such events.

## 4. Definitions

**4.1** "Club" is the Invermere Pickleball Club.

**4.2** "Member" is any Member of the Club who is "in good standing" - anyone who joins the Club and has satisfied all of the requirements of membership (see Section 8).

**4.3** "Board" is the Board of Directors (see Section 14).

**4.4** "Director" is any person on the Board of Directors (see Section 14).

**4.5** "Officer" is any Member of the Executive Committee of the Board of Directors(see Section 14.4).

**4.6** "Executive Committee" is comprised of all of the Officers (see Section 14.4).

**4.7** "Committee" is any group of regular members and Directors that is appointed to a particular task (see Section 14.12).

**4.8** "Host" is any Member who volunteers to manage a Club event.

**4.9** A "Non-member" has not joined, but is a guest who is afforded limited opportunities to participate in some Club events (see Section 9).

**4.10** "Ordinary Resolution" refers to a resolution of the Club passed by a majority of those Members in good standing present who are eligible to vote (see Section 17.1.6).

**4.11** "Special Resolution" refers to a resolution of the Club passed by a higher threshold than an Ordinary Resolution of those Members in good standing present who are eligible to vote (see Section 17.1.6).

**4.12** "Waiver" refers to the "Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement" provided by Pickleball Canada Organisation.

## **5. Catchment Area Served by the Club**

The primary catchment area of the Club includes the District of Invermere, BC and surrounding urban and rural communities, roughly defined as between Edgewater (but not including Edgewater) to the north, Canal Flats to the south, and Panorama Village to the west (though many of the Members only reside in this area on a seasonal basis).

## **6. Club Venues**

### **6.1 Locations**

The Club runs events at various public and privately operated indoor and outdoor facilities within the catchment area. Indoor events are run year-round, while weather dependent, outdoor events generally limited to between about May and October.

### **6.2 Event Schedule**

Regular Club-play court-times are scheduled for several days per week at the various venues. Scheduled play varies in response to the season and anticipated demand, so it changes from time to time. The current schedule shall be posted on the Club website by the Secretary. Some venues do not reserve all of the courts for the exclusive use by the Club.

### **6.3 Opportunities for Participation**

Club events are open to all Members (and in some instances non-members), but it may be necessary to limit the number of participants attending some events, as deemed appropriate for the venue. Participation in Club events is generally accommodated on a "first come, first served" basis, so Members who enter their names in the Club's sign-up tool to indicate their intent to attend an event that can accommodate a limited number of participants are given priority over walk-ins, and Members are given priority over non-members.

### **6.4 User-Fees**

Public facilities are available for the Club's for free, but some private facilities attract a user-fee (imposed by the venue operator) for which each participating Member (and non-member) must pay the venue operator in accordance with the operator's posted fee schedule (which may cover periods ranging from a day to a stipulated number of months). User-fees are independent of Club membership fees (see Section 10).

## **7. Communications**

**7.1** Internal Club communications will normally be conducted by email (in accordance with each Member's email address as recorded in the Register of Members).

**7.2** Notice by email shall be deemed to have been sent on the date shown on the email.

**7.3** When applicable, notifications of meetings shall be sent to every Member in good standing.

**7.4** The accidental omission to give notice of a meeting or the non-receipt of a notice of a meeting by any Member who is entitled to such notification shall not invalidate the proceedings of that meeting.

## **8. Membership**

**8.1** A person is only a Member in good standing if that Member:

**8.1.1** abides by the Club Bylaws, Code of Conduct, and the Play, Safety, and Etiquette Guidelines,

**8.1.2** pays the annual membership fees before or on the due date,

**8.1.3** has not had membership suspended or terminated (see Sections 11 and 12), and

**8.1.4** abides by decisions and actions taken by the Board,

**8.1.5** satisfies all of the requirements of Sections 8.1.1 through 8.1.4, and failure to satisfy these requirements for a period that exceeds six consecutive months may lead to the automatic termination of their membership by the Treasurer/Membership Coordinator.

**8.2** A Member who fails to satisfy the requirements of Sections 8.1.1 through 8.1.4 (such as, but not limited to their failure to pay annual dues before or on the due date) is "not in good standing", and thereby forfeits their rights and privileges of membership (see Section 8.10.1).

**8.3** Subject to Section 8.5, membership will normally be granted if the applicant agrees to abide by the Club Bylaws, Code of Conduct, and the Play, Safety, and Etiquette Guidelines.

**8.4** Subject to Section 8.5, membership of an applicant who is under the age of 18 years will normally only be granted

**8.4.1** at the discretion of the Board

**8.4.2** if a Director witnesses the applicant's parent or guardian's signature on the Waiver, and

**8.4.3** if the applicant agrees to abide by the Club Bylaws, Code of Conduct, and the Play, Safety, and Etiquette Guidelines.

**8.5** Anyone who is not under suspension or has not been expelled from the Club (see Sections 11 and 12) will be considered for membership to the Club.

**8.6** Upon being admitted to membership of the Club, a new member will be advised as to where they can obtain a copy of the Club Bylaws, Code of Conduct, and the Play, Safety, and Etiquette Guidelines.

**8.7** Membership is not transferrable.

**8.8** Memberships run from April 15 to April 14 the following year.

**8.9** Through its affiliation with Pickleball BC (PBC), the Club affords insurance against injury for Members while attending Club events.

**8.10** The Club membership affords Members in good standing various rights and privileges, but they are also subject to some obligations where practicable.

**8.10.1 Rights and Privileges include:**

- a. the ability to serve on the Club Board of Directors and Committees,
- b. the ability to attend, speak, and vote at Club meetings,
- c. hold one Member's vote per motion at Club meetings,
- d. the ability to serve as a Host at Club events,
- e. the ability to participate in scheduled game play and special events,
- f. the opportunity to be a recipient of Club communications,
- g. fundamental pickleball instruction,
- h. use of Club equipment and supplies,
- i. discounts at certain retailers,
- j. any benefits bestowed upon the Club Members by Pickleball Canada (PCO) and Pickleball BC (PCB), and
- k. other benefits.

**8.10.2 Obligations include:**

- a. abiding by the Club Bylaws, Code of Conduct, and the Play, Safety, and Etiquette Guidelines,
- b. occasional volunteering to assist with some aspect of the Club's operation (serving on the Board, a Committee, hosting, participating in meetings, etc), and
- c. notifying (by email) the Treasurer/Membership Coordinator of any changes to their contact information.

**9. Non-Member Participation in Club Events**

**9.1** Non-members may participate in club events, at the discretion of the Board and applicable Committee, and the Host of the event, provided they abide by the Club's Code of Conduct, and Play, the Safety, and Etiquette Guidelines, and the Club Bylaws - with the exception of payment of the annual dues. The Club Bylaws, Code of Conduct, and Play, Safety, and Etiquette Guidelines will be available for review.

**9.2** Non-members will have limited rights and privileges.

**9.2.1 Rights and Privileges may include:**

- a. the ability to participate in scheduled game play and special events,
- b. fundamental pickleball instruction,
- c. use of Club equipment and supplies, and

d. receipt of certain Club communications.

#### **9.2.2 Obligations include:**

- a. abiding by the Club Bylaws, Code of Conduct, and the Play, Safety, and Etiquette Guidelines,
- b. paying the user fee that is charged by the venue operator, if any, and
- c. providing assistance to Members if requested with some aspect of an event.

**9.3** "Local" non-members who normally reside in Invermere and nearby areas, and "non-resident" non-members who regularly inhabit "second homes" in or near Invermere will be required to purchase a membership if they participate in Club events more than five times/year (at the discretion of the Host, unless directed otherwise by the Board). Non-members who are not regular or frequent visitors to Invermere and area, may be permitted to participate in Club events more than five times/year without purchasing a membership (at the discretion of the Host, unless directed otherwise by the Board).

### **10. Membership Fees**

**10.1** Annual membership fees are collected to cover Club operation expenses for the fiscal year.

**10.2** Membership fees are due annually on April 15.

**10.3** Membership fees may be paid in person or online using cash or e-transfer.

**10.4** Membership fees may change from time to time, and are set by the Board and confirmed by a vote of the Members during the AGM or a Special General Meeting.

**10.5** Membership fees do not incorporate the user-fees that some venues charge (see Section 6.4).

**10.6** Annual membership fees will not be prorated unless otherwise decided by the Board.

### **11. Suspension of Membership**

**11.1** The Board by a  $\frac{2}{3}$  majority vote may suspend the membership of a Member, for a specified time, if the Member

**11.1.1** has failed to abide with the Club Bylaws, Code of Conduct, and the Play, Safety, and Etiquette Guidelines,

**11.1.2** has, in the opinion of the Directors, disrupted meetings or functions of the Club, or

**11.1.3** has wilfully done anything deemed by the Board to be contrary to the Purpose of the Club or is harmful to the Club.

**11.2** The Member shall be sent a notice of the intention of the Board to suspend membership, stating the reasons for the proposed suspension, at least two weeks prior to the meeting that the matter is scheduled to be dealt with. Circumstances, such as seriousness of the misconduct, can override this notification.

**11.3** The Member shall be given the opportunity to appear before the Board. The Board may limit the time given the Member to address the Board.

**11.4** The Member shall be allowed to have one other person present if prior notice has been given to the Board.

**11.5** The Board may exclude the Member (and anyone who accompanies them) from its discussion of the matter, including the vote on the issue of suspension.

**11.6** The length of the suspension shall be set by the Board.

**11.7** While under suspension, the suspended Member cannot participate in any Club events in any capacity.

## **12. Termination of Membership**

**12.1** Termination of membership can be voluntary (resignation) or involuntary (expulsion).

**12.1.1** A Member may resign their membership by withholding renewal of their membership for more than one month beyond the annual renewal date or by submitting a signed written notice of their intent to terminate their membership (in which case a personal email containing their name shall be considered a signature). The Member:

- a. will not be refunded membership fees, and
- b. must pay their debts to the Club.

**12.1.2** The Board may consider a Member's expulsion for:

- a. serious offences such as criminal acts or seriously inappropriate behaviour that the Board deems harmful to the interests of the Club,
- b. serious or repeated breaches of the Club Bylaws, Code of Conduct, and the Play, Safety, and Etiquette Guidelines.
- c. failure to abide by decisions and actions taken by the Board.

**12.1.3** The Member shall be sent a notice of the intention of the Board to consider their expulsion, stating the reasons for the proposed expulsion, at least two weeks prior to the meeting that the matter is scheduled to be dealt with. Circumstances, such as seriousness of the misconduct, can override this notification. Once the Board sends the notice of their intent to consider expulsion, the named Member will thereafter not participate in any Club events unless they are notified by the Board that their charge(s) is withdrawn, or until after the period of suspension, if the charge(s) is reduced and suspension is applied.

**12.1.4** Expulsion requires a  $\frac{2}{3}$  majority vote by the Board (see Section 12). If the Board votes against expulsion, the Board may consider suspension (see Section 11).

**12.1.5** The Member shall be given the opportunity to appear before the Board. The Board may limit the time given the Member to address the Board.

**12.1.6** The Member shall be allowed to have one other person present if prior notice has been given to the Board.

**12.1.7** The Board may exclude the Member (and anyone who accompanies them) from its discussion of the matter, including the vote on the issue of suspension.

**12.1.8** An expelled Member:

- a. will not be refunded membership fees,
- b. must pay their debts to the Club,
- c. has no right to appeal - the decision of the Board is final, and
- d. cannot participate thereafter in any of the Clubs events in any capacity.

### **13. Liability of Members**

**13.1** All Members are liable for their personal debts owed to the Club. For Members whose membership is suspended or terminated, their personal debt to the Club is owed at the date of suspension or termination.

**13.2** No Member, in his individual capacity, is liable for any debt or liability of the Club.

### **14. Board of Directors**

#### **14.1 Limitation of Liability of Directors**

**14.1.1** A Director is not liable for the acts of any other Director or any other Member (or non-member who participates in a Club event).

**14.1.2** A Director is not responsible for any loss or damage due to bankruptcy, insolvency or wrongful act of any person, firm, group or corporation dealing with the Club.

**14.1.3** A Director is not liable for any loss due to an oversight or error in judgement or by an act in their role for the Club, unless the act is fraudulent, dishonest, or conducted in bad faith.

#### **14.2 Composition of the Board**

**14.2.1** The Board of Directors controls the business affairs of the Club in accordance of the Bylaws, Board-generated policies and procedures, and any rules for Committees, and it is fiscally accountable to the membership.

**14.2.2** All Directors must be Members in good standing (see Section 4.2) with the Club.

**14.2.3** The membership normally elects Members to serve on the Board at Annual General Meetings or at Special General Meetings, but in the event of a vacancy, the Directors may appoint a Member to fill the vacancy until the next AGM.

**14.2.4** The Board shall consist of between four and ten Directors (including four Officers and up to six additional Directors) (see Section 14).

**14.2.5** All Members elected as Directors or Officers shall assume their duties immediately following the meeting at which they are elected, or immediately upon their appointment (see 14.2.3).

### **14.3 Role of Directors**

**14.3.1** Directors run the affairs of the Club under the authority of the membership and the direction of the Executive Committee.

**14.3.2** Directors comprise the Executive Committee and may lead other Committees

**14.3.3** Directors are expected to attend and participate at meetings called by the Club and vote on any motions that are presented at meetings.

**14.3.4** Directors may represent the Club before other organisations or agencies.

### **14.4 Executive Committee**

**14.4.1** The Board shall have four Officers appointed from among its Directors to form the Executive Committee (the Executive) a President, Vice-President, Secretary, and a Treasurer/Membership Coordinator.

**14.4.2** Officers of the Board shall be appointed by the Board from among its Members at the first Board meeting following the AGM.

**14.4.3** In the absence of any Officer, their duties shall be discharged by another Director as may be appointed by the Board.

#### **14.4.4 The President:**

- a. is responsible for the overall operation of the Club,
- b. is an ex-officio Member of all Committees,
- c. will preside over meetings of the Club and of the Board,
- d. will supervise the other Officers in the execution of their duties to the Club,
- e. is the chief spokesperson for the Club.

#### **14.4.5 The Vice President shall:**

- a. act as President in the absence of the President,
- b. work with the President to organise Steering Committees,
- c. organize a nominating committee comprised of at least two Directors to recruit potential Directors and Officers to replace those who are approaching the end of their term of service.

#### **14.4.6 The Secretary shall (unless another Director is appointed by the Board):**

- a. perform their duties under the direction of the President and the Board,
- b. attend all meetings and record, maintain, and distribute accurate minutes of same,
- c. assist the Board in formulating letters, contracts, etc, as warranted,



- d. have charge of all the correspondence of the Club,
- e. shall send all notices of the various meetings as required.

**14.4.7 The Treasurer/Membership Coordinator shall:**

- a. manage the financial obligations of the Club,
- b. receive all monies paid to the Club and be responsible for the deposit of same in the Club's designated financial institution,
- c. properly account for the funds of the Club and keep such books as may be directed,
- d. present a full detailed account of receipts and disbursements to the Board whenever requested,
- e. prepare for submission to the AGM a statement of the financial position of the Club and submit a copy of same to the Secretary for the records of the Club.
- f. compile, update, and maintain the register of Members of the Club, including their names and contact information, in Excel,
- g. collect and maintain Waivers,
- h. compile, update, and maintain the list of non-member guests who have attended Club events,
- i. collect Members' annual dues or any other assessments that are levied by the Club, and

**14.5 Terms of Office**

**14.5.1** The term of service for all Directors of the Board shall be two years.

**14.5.2** Directors will serve staggered terms with the objective of retaining 50% of the Board for the following year.

**14.6 Length of Service**

**14.6.1** Service as a Director on the Board is limited to three consecutive terms, for a maximum of six years.

**14.6.2** Upon serving three consecutive terms, a Director shall not be eligible for re-election for at least one year unless at the end of the third term the Board makes a specific request of the membership to re-elect that Director for an additional one year to complete specific Board work.

**14.7 Vacancies**

**14.7.1 A Director's position is considered vacant if they:**

- a. submit a written resignation, or they are suspended or expelled,
- b. have been absent from three consecutive Board meetings without notifying the Board, or
- c. suffer incapacitating injury, illness, or death.

**14.7.2** The Board may fill any vacancy on the Board by appointing a Member in good standing of the Club. To continue in office beyond the term of the Director role being filled, the appointed Director must be elected at the next AGM or at a Special General Meeting.

#### **14.8 Powers and Duties of the Board of Directors**

**14.8.1** The Board shall, subject to these Bylaws, have control and management of the affairs of the Club.

**14.8.2** The Board shall define policy.

**14.8.3** The Board shall implement decisions and actions with support from Members.

**14.8.4** When applicable the Board shall appoint auditors to examine the financial records of the Club.

**14.8.5** No individual Director has the authority to make a decision on behalf of the Club.

**14.8.6** The Board may apply for various public and private grants and donations on behalf of the Club.

**14.8.7** The Board is responsible for the Suspension or Termination of a Member.

#### **14.9 Committees**

**14.9.1** Committees may be struck by the Board to undertake the work of the Club. The Board will outline the committees' duties, delegate powers, and other aspects of the Committees' work.

**14.9.2** The Board may dissolve the Committee with appropriate reasoning.

**14.9.3** Committees will be chaired by a Director of the Board. Committee Members may include any other Members as well as individuals outside the Club with special knowledge or skill that will enhance and support the work of the Committee.

#### **14.10 Withdrawal and Expulsion**

**14.10.1** A Director may withdraw from the Board upon submission of a written resignation.

**14.10.2** Any Director may be expelled from the Board by a  $\frac{2}{3}$  majority vote of the Directors at a Board meeting, if the Director:

a. is unwilling or unable to fulfill their duties and who does not submit an acceptable written explanation upon request of the Board,

b. failed to abide by the Code of Conduct, or for serious breaches of the protocols of Safety or Etiquette of the Club,

c. disrupted meetings or functions of the Club,

d. wilfully done anything deemed by the Board to be harmful to the Club, and

e. the decision of the Board will be final.

## **15. Books and Records**

The Secretary and Treasurer/Membership Coordinator are responsible for ensuring appropriate record keeping (see Sections 14.4.6 and 14.4.7).

## **16. Meetings**

### **16.1 Board Meetings**

**16.1.1** The Board may hold meetings as often as they see fit to dispatch business, and they may adjourn, and otherwise regulate the meetings as they see fit, but once every calendar year they will hold an Annual General Meeting (AGM) (See Section 16.2).

**16.1.2** Meetings may be attended in person, or if available, via teleconference, or other electronic means, but the Club is not responsible for providing equipment and supplies necessary to accommodate remote attendance. The decision to conduct remote conferencing will be made at the discretion of the Board.

**16.1.3** A Special General Meeting of the Board may be called by any Director if they provide a written request to the President to call such a meeting and state the business to be brought before the Board. The meeting shall convene on no less than 24 hours notice to the Directors.

**16.1.4** Meetings may be held without notice if a quorum (see Section 16.1.7) of the Board is present; however, any business transacted at such a meeting shall be ratified at the next regularly scheduled meeting of the Board, and entered into the minutes accordingly.

**16.1.5** Meetings of the Board are open to all Members. Members may request of the President, in writing at least one week in advance of the meeting, to speak to the Board on a specific issue. Only Directors may vote on the issue.

**16.1.6** Normally the President or Vice President will reside over a meeting, but if both are absent, a chairperson may be elected at the meeting to preside.

**16.1.7** Quorum for a Board Meeting is the minimum of three Directors including either the President or Vice President.

**16.1.8** Notice of meetings shall normally be sent by the President at least two weeks in advance, including time and location.

**16.1.9** The accidental omission to give notice of a meeting or the non-receipt of a notice of a meeting by any Member who is entitled to such notification shall not invalidate the proceedings of that meeting.

**16.1.10** Notwithstanding the requirements of a quorum (see Section 16.1.7), any Director that is expected, but is not present within 30 minutes of the time appointed for the meeting, the Members in attendance may proceed with the meeting.

**16.1.11** Motions proposed at a meeting must be seconded and the chair of the meeting will call a vote.

## **16.2 Annual General Meetings**

**16.2.1** Any Member in good standing who attends a meeting is entitled to one vote on any motion.

**16.2.2** The Annual General Meeting (AGM) shall be called and chaired by the President, once each calendar year at a time and place that is determined by the Board.

**16.2.3** The AGM is the only scheduled general meeting of the membership.

**16.2.4** The President shall chair the meeting.

**16.2.5** At least three weeks' notice shall be given to the membership regarding the date, time, and location of the AGM, along with the reasons for the issues requiring review, direction, and/or decisions by the Members.

**16.2.6** The AGM is required for the Board to report on the past fiscal year's activities and deal with any new and/or old business specified in the meeting notice, or that is added at the time of the meeting.

**16.2.7** An annual financial statement (see Section 14.4.7) for the past fiscal year shall be submitted to the membership for approval.

**16.2.8** The annual projected budget for the next fiscal year shall be submitted to the membership for approval.

**16.2.9** Election of the Directors shall take place as required.

**16.2.10** Quorum shall be four Members in good standing.

**16.2.11** Decisions will be made by simple majority vote of the Members present, unless otherwise mandated by the BC Societies Act.

**16.2.12** The President may cancel the AGM if a quorum is not present within ½ hour after the scheduled start time of the meeting. If cancelled, the meeting will be rescheduled for the same time and place one week later, and the Members will be notified of the revised schedule for the meeting. If quorum is not present within ½ hour after the rescheduled start time of the subsequent meeting, the meeting will proceed with Members in attendance.

## **16.3 Special General Meetings**

**16.3.1** From time to time the Executive Committee may call a Special General Meeting for the purpose of providing reports, seeking advice and direction from the membership, or discussing matters that concern the membership.

**16.3.2** The Executive Committee shall call a Special General Meeting upon receipt of a written communication signed by at least 10% of the Members in good standing that states the reason for requesting the meeting and proposed motion(s) intended to be submitted at the meeting. The meeting will be held within 60 days of receipt of the request.

**16.3.3** At least two weeks' notice of any Special General Meeting shall be given to the membership regarding date, time, and location of the meeting, along with

the reasons for the issues requiring review, direction, and/or decisions by the Members.

**16.3.4** The President or Vice President shall normally chair the meeting, but if they both decline to chair the meeting, or neither is in attendance, the attending Members may appoint a chairperson for the meeting.

## **17. Voting**

### **17.1 General Procedures at Meetings**

**17.1.1** Only Members in good standing are permitted to vote.

**17.1.2** Each voting Member has only one vote.

**17.1.3** Voting shall be done by a show of hands unless a majority of Members request a secret ballot.

**17.1.4** Voting by proxy or absentee ballot is not permitted.

**17.1.5** Any matter to be decided at a general meeting must be decided by Ordinary Resolution unless the matter is required under law or these Bylaws to be decided by Special Resolution or by another resolution having a higher voting threshold than the threshold for an Ordinary Resolution.

**17.1.6** While motions on Ordinary Resolutions are either carried or defeated on a simple majority vote, the suspension or expulsion of a Member or Director  $\frac{2}{3}$  majority votes in favour, and Special Resolutions require 75% majority.

**17.1.7** If there are more nominees for the Board of Directors than positions available, voting shall be done by secret ballot; otherwise, voting shall be done by show of hands.

**17.1.8** A vote on any motion is only valid while the applicable quorum (see Sections 16.1.7 and 16.1.10) is present at a meeting, so business must be delayed or suspended until a quorum is present.

**17.1.9** Quorum shall consist of four Members in good standing.

**17.1.10** In the event of equality of votes, the chair of the meeting does not have a second vote, the motion shall be defeated.

**17.1.11** The outcome of a vote will be announced and will be recorded in the minutes of the meeting.

## **18. Financial Management**

### **18.1 Fiscal Year**

The fiscal year shall commence on January 1 and end on December 31 each year.

### **18.2 Signing Authority**

The President, Vice President, Secretary, and Treasurer/Membership Coordinator shall have signing authority over all contractual affairs (with a minimum of two signatures) and financial affairs of the Club (see Section 18.3.2), unless the Board

agrees, by way of a  $\frac{2}{3}$  majority vote, to select additional signatories from the Board who is not on the Executive Committee.

### **18.3 Financial Controls**

**18.3.1** The Treasurer/Membership Coordinator shall submit a yearly projected budget to be approved by the Board and the Members of the Club at the AGM.

**18.3.2** The Club shall always have a minimum of three approved signatories with the Club's financial institute.

**18.3.3** All cheques of the Club must be signed by two of the designated signatories.

**18.3.4** Funds of the Club shall be subject to withdrawal for the purpose of the Club via e-transfers or petty cash as deemed appropriate by the Treasurer/Membership Coordinator up to \$500 (unless the Board specifies a different amount in writing).

**18.3.5** All unscheduled expenditures over the amount specified by the Board are to be approved by the Executive Committee and reported to the Board at the next scheduled meeting of the Board.

### **18.4 Auditing**

The Club is not required to perform an audit.

### **18.5 Borrowing Powers**

The Board may not, on behalf of, or in the name of the Club, borrow funds.

### **18.6 Remuneration and Recovery of Expenses**

**18.6.1** No Member of the Club shall receive remuneration for acting as a Director or Officer of the Club.

**18.6.2** Reasonable expenses incurred while carrying out the duties of the Club and supported by receipts and/or appropriate explanation may be reimbursed upon Board approval.

### **18.7 Review of Financial Records by Members**

**18.7.1** The financial records of the Club shall be made available for review by Members in good standing upon receipt of a written request to the Board.

**18.7.2** If queries arise, the Board will arrange a specific time and place for review.

## **19. Amendments to Bylaws**

**19.1** Under the leadership of the Vice-President of the Club, proposed changes to Bylaws, having been approved by the Board, shall be presented to the membership at a Special General Meeting or an Annual General Meeting for final approval.

**19.2** The membership may approve proposed Bylaw revisions by means of a Special Resolution.

**19.3** At least three weeks' notice shall be given to the membership regarding the date, time, and location of the meeting, along with the reasons for the section(s) of the Bylaw requiring review, direction, and/or decisions by the Members.

**19.4** The motion will include a list of every section of the Bylaws to which revisions are being proposed.

**19.5** The Special Resolution will pass with a vote in favour by 75% or more of the voting Members who are present at the meeting.

## **20. Privacy**

**20.1** In accordance with PIPA (B.C.'s Personal Information Protection Act) and Pickleball BC (PBC), the Club only collects personal data for the purpose of supporting Members (and non-member guests) in their endeavours to play pickleball and the furtherance of the sport. Such information may be shared, where reasonable, with other organizations with the same pursuits, such as (but not limited to)

**20.1.1** another pickleball club that a Member is affiliated with,

**20.1.2** Pickleball Canada Organization (PCO),

**20.1.3** a tournament committee if a Member expresses interest in participating in a tournament held by another club.

**20.2** Members' (and non-member guests') personal data will not be shared with anyone, or any organisation, or any commercial venture, or any other non-pickleball association or interest, unless that Member (or non-member guest) has given specific authority to do so, or as required by law.

## **22. Dissolution**

Upon dissolution of the Club, a reasonable effort will be made to return all equipment, supplies, and other assets that have been lent to the Club to the rightful owner(s). Once all outstanding debts of the Club are paid, any equipment, supplies, and other assets that are owned by the Club, and any remaining funds of the Club, shall be allocated to other similar non-profit organisations at the discretion of the Board.