

## BY-LAW NO. 1

### BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of WINNIPEG LAWN TENNIS CLUB INC. as follows:

#### DEFINITIONS

1. In this by-law and all other by-laws of the Winnipeg Lawn Tennis Club Inc., (hereinafter "the Club"), unless the context otherwise specifies or requires:

- (a) "Act" means The Corporations Act of Manitoba, Statutes of Manitoba, 1993, C.C.S.M. c. C225, as from time to time amended, and every statute that may be substituted therefor and, in the case of such amendment or substitution, any references in the by-laws of the Club shall be read as referring to the amended or substituted provisions therefor;
- (b) "Annual General Meeting" or "AGM" means the annual meeting held in accordance with the section **Members Meetings**.
- (c) "Board of Directors" or "Board" means the board elected to govern the Club in accordance with section **Governance**.
- (d) "By-law" means any by-law of the Club, from time to time in force and effect;
- (e) "Executive" means the Executive Committee of the Board of Directors, and shall comprise the
  - a. President
  - b. Vice President
  - c. Treasurer
  - d. Secretary
- (f) "General Manager" means the employee hired to handle the day-to-day activities of the club, in accordance with section **Employees**.
- (g) "Member" means a member in good standing of the Club in accordance with section **Members**.
- (h) "President" means the President of the Board of Directors, in accordance with section **Officers**.
- (i) "Past President" means the previous President of the Board of Directors, in accordance with section **Officers**.
- (j) "Director" means a Member elected to the Board of Directors, in accordance with section **Governance**.
- (k) "Officer" means a Director in a designated Role, such as President, Treasurer, Social Director, in accordance with section **Officers**.
- (l) "Special Meeting of the Members" means any special meeting held in accordance with section **Members Meetings**.
- (m) "Special Majority Vote" means a majority of two thirds (67%) of those present and voting.
- (n) "Simple Majority Vote" means a majority of 50% plus one of those present and voting.

## **INTERPRETING THESE BY-LAWS**

2. All terms contained in the by-laws and which are defined in the Act shall have the meanings given to such terms in the Act, unless amended in these by-laws.
3. Words imparting the singular number only shall include the plural and vice versa; words imparting the masculine gender shall include the feminine and neutral genders; words imparting persons shall include bodies corporate, corporations, companies, partnerships, syndicates, trusts and any number or aggregate of persons.
4. The headings used in the by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

## **GENERAL PURPOSE**

5. These by-laws outline the processes and guidelines for governance of "The Club".

### NAME

6. The name of the organization shall be known as the Winnipeg Lawn Tennis Club Inc., located at 761 North Drive, Winnipeg, Manitoba.

### PURPOSE

7. The purpose of the Club is to provide and operate a tennis facility for the enjoyment and benefit of its members and guests. Its objectives are:
  - a. To encourage, sponsor and promote both competitive and recreational tennis;
  - b. To organize and promote social activities for the enjoyment of the members;
  - c. To promote the sport of tennis for people of all ages and abilities.

### NOT FOR PROFIT

8. The activities of the Club shall be carried out without purpose of gain for its Members, and any profits earned by the Club shall be used for promoting its purposes.

### REGISTERED OFFICE

9. The registered office of the Club shall be in the City of Selkirk, in the Province of Manitoba and at such place as the Directors may from time to time decide. The Directors may otherwise change the registered office of the Club at any time, with appropriate notice and registration being given to the required entities, in accordance with the Act.

### SEAL

10. The Club shall dispense with a corporate seal.

## **GOVERNANCE**

### BOARD OF DIRECTORS

11. The business of the Club shall be managed by a Board, consisting of a minimum of five (5) and a maximum of ten (10) Directors, who must be Members in good standing and shall be at least 18 years of age at the time of their election.

12. It is the duty of the Board to act and be responsible for implementing the strategic plans and policies of the Club, in keeping with the Club's purposes.

#### POLICIES AND RULES

13. The Board may prescribe such policies and rules not inconsistent with these by-laws relating to the management and operation of the Club as they deem expedient, provided that such policies and rules shall have force and effect only until the next AGM, when they shall be confirmed, and failing such confirmation, shall cease to have any force and effect.

#### DIRECTORS

14. **Volunteers:** Directors shall be volunteers and not entitled to monetary compensation or any other special privileges for performing the duties of office. No Director shall be a paid employee or paid contractor of the Club.

15. **Election / Appointment:** The Board shall be elected at the AGM or a Special Meeting. Should a vacancy occur, the Board may fill the position by appointing another Member, who may then act as a Director until the next AGM or Special Meeting.

16. **Term / Term Limits:** Directors may serve two (2) year terms, with no director serving more than two (2) consecutive terms. Should that director wish to serve on the board again, they must wait at least one (1) term before standing for another election. To ensure continuity and proper transition, an outgoing president may remain on the board as a 'Past President' for a maximum of a one (1) year term, with full voting privileges at all meetings.

#### AMENDING THESE BYLAWS

17. The Board or a designated subcommittee may from time to time enact by-laws relating in any way to the Club or to the conduct of its affairs, and may from time to time by by-law amend, repeal or re-enact the by-laws but no by-law shall be effective until sanctioned by at least two-thirds (2/3) of the votes cast at a Special Meeting duly called for the purpose of considering same, or at the AGM.

#### **OFFICERS**

18. The Officers or Roles shall be the:

A. **President:**

- a. The President shall be the Chief Executive Officer of the Club and shall have general supervision of the Club and its affairs, subject to the authority of the Board.
- b. The President will convene and Chair all meetings of the members and the Board of Directors, unless those functions are delegated to another Director.
- c. As Chair of meetings of the Board, the President shall only cast a deciding vote in the event of a tie. The President (or other appointed chair) of the meetings does not otherwise hold a vote.

B. **Vice President**

- a. The Vice President shall be vested with all the powers and be required to perform all the duties of the President in the case of the absence of the President.
- b. The Vice President will convene and chair all meetings in the absence of the President.

C. Secretary

- a. The Secretary shall keep a record of all proceedings of the Club and of all meetings of members and of the Board.
- b. The Secretary shall assist the President, Treasurer, and Membership Director (if applicable), to conduct club correspondence, to issue notices of meetings, and to keep a current and up to date list of the Members and their contact information.
- c. The Secretary shall keep recorded documents and registers referred to and required by The Act.

D. Treasurer (may be combined as Secretary/Treasurer)

- a. The Treasurer shall, with the assistance of the General Manager if applicable, receive all dues and monies payable to the Club, deposit all funds in the name of the Club in the financial institution designated by the Board, and remit payment of moneys owed to vendors and employees on behalf of the Club.
- b. The Treasurer shall be responsible to keep the books of account and accounting records of all receipts and disbursements and exhibit the books and accounts to any Director on request, and present a statement of estimated income and expenditure of the Club to the Board from time to time, as required.
- c. The Treasurer shall prepare a full statement and present to the Members at the Annual General Meeting, and shall produce financial records for examination and audit or review by the accountants or auditors whenever called upon to do so.

E. Past President

- a. The Past President shall have no explicit duties except for the transitioning of responsibilities to other Officers.

19. Other offices: The Board may assign other Directors to Offices as needed. Other offices may include, but are not restricted to:

- a. Social and /or Membership Director
- b. Facilities and Grounds Director
- c. Communications Director
- d. Tournament Director

Other Directors not holding an Office will be referred to as Members-at-Large.

20. Signing authority: The Executive Committee will have signing authority for the Club, subject to Sections 48/49 'Approval of Contracts and Transactions', and Section 56, Cheques and Online Payments.

21. Delegated authority: The Executive may also delegate any of their signing authority over to other Directors or to an Employee of the Club, pursuant to a Board resolution.

## **COMMITTEES**

22. Executive Committee: The Executive is comprised of the

- a. President
- b. Vice President
- c. Treasurer
- d. Secretary

The Executive Committee, with assistance from the rest of the Board, will prepare an Annual Operating Budget as described in Section 53. The Executive Committee shall have such duties and powers as are assigned to it by the Board of Directors or as prescribed in these by-laws.

23. Ad hoc committees: In addition, Directors may appoint ad hoc committees of Members to assist them in their duties, upon approval from the Board. The Directors may then act as chair for the committees, or may choose to act only as liaison to the Board on behalf of the committee.

### **VACANCY IN AND REMOVAL FROM OFFICE**

24. Resignation: The resignation of any Director must be in writing, and is effective upon being received by any Officer of the Club.

25. Removal by Board: A Director may be removed or suspended from the Board by a Special Majority Vote, on grounds of:

- a. financial malfeasance;
- b. violation of the Club's by-laws, rules or regulations;
- c. failure to attend three consecutive regular meetings of the Board without providing satisfactory reason for non-attendance;
- d. any other ground deemed reasonable by the Board.

26. Right of Appeal: A Director who is removed or suspended has the right of appeal to the Members at a Special General Meeting, where the removal/suspension can be confirmed, revoked, or amended.

27. Removal by Members: The Members of the Club may, by resolution passed with a Special Majority of Votes cast at an AGM or Special Meeting of Members, for which notice specifying the intention to pass such a resolution has been given, remove any Director before the expiration of his or her term of office, and may, by a Simple Majority of Votes, elect any person in his or her stead for the remainder of the Director's term.

### **CONFLICTS OF INTEREST**

28. A Director who has an interest, or who may have an interest, in a proposed contract or transaction with the Club, is required to disclose fully and promptly the nature and extent of such interest to the Board, as the case may be, and shall refrain from voting or speaking in debate on such contract; shall refrain from influencing the decision on such contract or transaction; and shall otherwise comply with the requirements of the Act regarding conflict of interest.

The following is a non-exhaustive list of potential conflict of interest situations that may arise:

- The Director has a financial interest in an entity with whom the Club may do business;
- The Director has a close business or personal relationship with an entity with whom the Club may do business;
- The Director has recently been employed by or has significant influence with an entity with whom the Club may do business;
- The Director is an officer or Director of an entity with whom the Club may do business.

29. No Director shall be a paid employee or paid contractor hired by the Club.

30. No Director shall be a Director of the Winnipeg Lawn Tennis Company.

### **NOMINATIONS TO THE BOARD**

31. Nominations for election to the Board of Directors may be made by either the Nomination Committee, or by Members, expressing interest to the Board.

32. Nominating Committee: When any Director's term of office is ending, which will result in vacancies, the Board shall appoint a nominating committee of three (3) to five (5) Members, not less than one month prior to the AGM.

33. Eligibility: All nominees for the Board must be Members in good standing, and at a minimum, 18 years of age.

34. Filing: Nominations must be received by the Board at least 15 days prior to the AGM.

35. Membership notified: The Members shall be notified of the nominees at least two (2) weeks prior to the AGM.

36. Nominations from the floor at the AGM: Nominations from the floor at the AGM can only be accepted when there are fewer candidates than positions available. Those nominated from the floor must be present at the meeting, or have provided written consent to be nominated.

### **MEETINGS OF DIRECTORS**

37. Place of meetings: Meetings of the Board shall be called by the President, at such place and time as may be determined from time to time.

38. Notice of Meetings: Notice of such meetings shall be delivered or mailed or emailed or faxed or telephoned to each Director not less than 10 days (calculated as described in Section 84, Computation of Time) before the meeting is to take place, provided always that the requirement for such notice may be waived by the Director to whom notice was required. Failure to provide proper Notice, or the Director not waiving the requirement for proper Notice, however, shall result in a meeting not being duly constituted.

39. Electronic participation: Where all Directors have consented (either before, during or after the meeting), a Director may participate in a meeting of the Board or a committee of the Board via electronic means, in which case that Director shall be deemed to have been present in person at that meeting. For further clarity, if a majority of the Directors participating in a meeting held pursuant to this paragraph are then in Canada, the meeting shall be deemed to have been held in Canada.

40. Quorum: A majority of the number of Directors shall constitute quorum for the transaction of any business at a meeting of the Board.

41. Voting: Unless otherwise specified, questions arising at any meeting of Directors shall be decided by a Simple Majority of Votes. In cases of an equality of votes on any question, the President shall have a deciding vote, but shall not otherwise vote on any question.

### **FOR THE PROTECTION OF DIRECTORS AND EMPLOYEES**

42. No Director or employee, shall be liable:

- for the acts, receipts, neglects or defaults of any Director or employee;
- for joining in any receipt or act for conformity;
- for any loss, damage or expense happening to the Club through the insufficiency or deficiency of title to any property acquired by the Club or for on behalf of the Club;
- for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Club shall be placed out or invested;
- for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation including any person, firm or corporation with whom or which any moneys, securities or effects shall be lodged or deposited;
- for any loss occasioned by an error in judgment or oversight on his or her part;

- for any other loss, damage or misfortune whatever which may happen in the execution of the duties of their respective office, unless the loss, damage or misfortune is occasioned by the Director or Employee's dishonest, fraudulent, criminal, or malicious act or omission.

43. The Directors shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Club, except such as shall have been submitted to and authorized or approved by the Board of Directors.

44. If any Director of the Club shall be employed by or shall perform services for the Club otherwise than as a Director, or shall be a member of a firm or a member, director or officer of a body corporate which is employed by or performs services for the Club, the fact of his being a Director of the Club shall not disentitle such Director or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

### **INDEMNITIES TO DIRECTORS AND OTHERS**

45. The Club shall defend, indemnify and save harmless every Director and employee and the heirs, executors and administrators of every Director and employee from and against every claim for damages or other relief with respect to, or in any way arising out of, anything in good faith done, or not done, or caused, permitted or authorized to be done or not to be done, by the employee in the course of or supposed course of employment, or by the Director acting in the execution of the duties of his or her office or in relation to them, provided the conduct which gave rise to the claim did not include any dishonest, fraudulent, criminal or malicious act or omission on the Director or employee's part.

### **EMPLOYEES**

46. The Board of Directors may from time to time hire a General Manager, Tennis Pro, or other staff to perform such duties as may be assigned by the Board.

47. The Tennis Pro, General Manager or other employees of the Club shall be under the direction of the Board of Directors, or such other Officer or subcommittee as the Board of Directors may delegate authority on behalf of the Board, and shall be removable by the Board of Directors. Any employee or agent appointed by the General Manager must be approved by the Board of Directors, and shall be subject to discharge by the Board.

### **APPROVAL OF CONTRACTS OR TRANSACTIONS**

48. Execution of Documents: Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution of the Club must be signed by two members of the Executive Committee or their designated signatories provided the amount of the transaction is under \$2,000.00.

49. If the transaction is greater than \$2,000.00, it must be approved by a Simple Majority Vote of the Board of Directors. If the transaction is greater than \$10,000, it must be approved by a Simple Majority Vote of the Members present at the AGM, or Special Meeting called for that purpose.

### **FINANCIAL RECORDS, BUDGETS AND YEAR-END**

50. Year End: The financial year-end of the Club is October 31st.

51. Treasurer: The Treasurer is responsible for maintaining the financial records of the Club and shall report on the financial affairs of the Club at all Board Meetings.

52. Accountant: At the AGM, the Accountant (a designated member of a provincial accounting body) for the subsequent year is to be appointed by the Board of Directors. The Accountant shall be an individual who is independent from the Board of Directors. The Accountant is to be hired to do a Review Engagement on the financial statements, as prepared by the Treasurer.

53. Annual Operating Budget: The Board will prepare an Annual Operating Budget with revenue and expenditure forecasts in accordance with basic bookkeeping practices, clearly identifying line items. The budget shall be established and respected with the goal of having no operating deficit. The Board will develop the budget before April 1 for the year of operation. Once approved at a meeting of the Board, the Directors have approval to spend money and undertake initiatives in accordance with the approved budget, save and except that any expenditure of over \$2,000 will still first need to be pre-approved in a separate vote of the Board, and any expenditure of over \$10,000 must be pre-approved in a separate meeting of the Members.

54. Long Term Capital Expenditure Plan: The Board will also develop, implement and monitor a long-term capital expenditure plan to ensure the maintenance and improvements of the Club's facilities, and inclusion of new projects to respond to Members needs as required.

55. Financial Institution: An account shall be kept in the name of the "Winnipeg Lawn Tennis Club Inc." in such recognized financial institution as the Board of Directors may, by resolution, select from time to time. The Treasurer will be responsible for the administration of the bank account. All securities (including warrants) owned by the Club shall be lodged (in the name of the Club) with a chartered bank or a trust company or in a safety deposit box or, if so authorized by resolution of the Board, with such other depositories or in such other manner as may be determined from time to time by them.

56. Cheques and Online payments: All cheques under \$2000 shall be signed by two (2) Executive Committee Members or their delegated signatories. On-line payments must also be approved by the Executive Committee. Approval of these payments is to be evidenced on the applicable source documents (e.g. invoices, etc.). Payments over \$2,000.00 and under \$10,000.00 must be approved by the Board, by a Simple Majority Vote. Any expenditure of over \$10,000.00 must be approved by the Members by a Simple Majority Vote at an AGM, or Special Meeting called for that purpose.

57. Surplus Funds: The Board will appoint an accredited Financial Advisor to assist in the investment of any surplus funds, in keeping with the Board's Investment Policy.

## **MEMBERS**

58. Eligibility: Club Members shall be any individual who has registered on the Club' application form, to join the Club from year-to-year, who has paid the appropriate fees, and whose application has been accepted by the Board.

59. Lapse: The membership of any Member of the Club shall lapse and cease to exist:

- a. upon the death of such Member;
- b. if the Member has not paid the applicable membership fees owed;
- c. if it is determined by a Special Majority Vote of the Board that such Member is acting or has acted in contravention of the By-Laws, policies, or rules of the Club, or have conducted themselves in a manner which may be detrimental to the Club, as determined by the Board in accordance with section **Suspension or Termination of Membership**.

60. Term: Membership in the Club shall otherwise be from May 1st of the calendar year, to April 30th of the following year.

61. Not Transferable: Memberships are not transferable.



## **SUSPENSION OR TERMINATION OF MEMBERSHIP**

62. Suspension: In the event that the Board determines, pursuant to a Simple Majority Vote, that a Member should have his or her membership terminated or suspended, the President (or such other officer as designated by the Board) shall provide the subject Member with a Notice of Suspension and/or Termination. The Board shall also be provided a copy of the Notice of Suspension and/or Termination.

63. The Notice of Suspension or Termination shall:

- a. in the event of a suspension, provide reasons for the suspension and length of the suspension;
- b. in the event of a termination, provide the reasons for the termination; and
- c. inform the Member that he or she may make a written response to the Notice, which written response is to be received by the President or other designated Officer in the Notice within fifteen (15) days of the date of the Notice of Suspension or Termination. Failure to make a written response will result in the immediate suspension or termination of the Member, in accordance with the Notice of Suspension or Termination.

64. Upon receipt of a written response to the Notice, the Board shall meet to confirm or revoke the suspension or termination as follows:

- a. In considering whether to suspend or terminate the subject Member's membership, the Board shall consider The Notice of Suspension or Termination and the Member's written response, if any, along with any other relevant information.
- b. The Board shall only terminate a Member on a Special Majority Vote.
- c. Upon suspension or termination of a Member, the Member is not entitled to any refund of membership dues.

## **MEMBERS MEETINGS**

### ANNUAL GENERAL MEETINGS

65. AGM: The Annual General Meeting, for the election of Directors and Officers, appointment of accountants, and the transaction of general business shall be held not earlier than October 31st or later than December 31st, of each year, at such place and time as indicated in the Notice of the AGM.

66. Notice of AGM: The Notice of the AGM shall be given to all Members not less than twenty-one (21) days in advance of the Annual General Meeting. Such notice shall consist of email notification unless any particular voting Member indicates to the President that he or she would like to receive Notice via letter mail notification. Such a preference is to be indicated in writing to the President prior to October 1st of the relevant year.

67. AGM Agenda: Members are required to provide written notice to the Secretary of any suggestions, proposals or resolutions they wish to have placed on the agenda not less than fifteen days (15) prior to the holding of the AGM.

68. Quorum: Quorum at the AGM shall consist of the lesser of fifteen (15) voting Members or 25% of the total voting Members.

69. Failure to hold an AGM: If a properly constituted AGM is not held on or before December 31st of any given year, a Special General Meeting may be called for the purpose of electing new Directors and transacting such other business as would have come before a properly constituted AGM. A Simple Majority of Votes at this Special General Meeting shall be sufficient to elect new Directors of the Club and to transact other matters essential to the continuation of the Club.

## SPECIAL MEETINGS OF THE MEMBERS

70. Special Meeting of the Members: Other meetings of the members may be convened by the President or the Vice-President, or shall be convened by the Board in the event of a request of not less than twenty-five (25) Members of the Club.

71. Notice of a Special Meeting: Notice of such a Special Meeting is to be provided to Members by email not less than fifteen (15) days before the holding of the Special Meeting, and is to include the place and time of the meeting and the purpose of the meeting.

72. Quorum for a Special Meeting: Quorum for a Special Meeting of the Members shall consist of the lesser of fifteen (15) voting members or 25% of the total voting members.

## MEMBERS MEETINGS GENERALLY

73. Entitlement to Vote: Except for Honorary Memberships, all Members over 18 years of age are entitled to vote at any Member's meetings. For greater clarity, both Members in a couple's membership, and all Members in a family membership, over the age of 18, have a vote at all Member meetings.

74. Form of Votes at Meetings of Members: Every question submitted to any meeting of Members shall be decided in the first instance by a show of hands unless a majority of the Members present call for a poll or secret vote. At any meeting, unless a poll or secret ballot has been adopted, a declaration by the President (or other chair of the meeting) that a resolution has been carried or carried unanimously or by any particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

75. Chairperson of Meetings of the Members: In the absence of the President and Vice-President, the Members present entitled to vote shall choose another Director or Member to chair the meeting by Simple Majority Vote.

76. Proxies at Meetings of the Members: Members who would be entitled to vote at an AGM or Special Meeting may assign a proxy if they have completed a Proxy form.

## INFORMATION FOR MEMBERS

77. Minutes of Meetings: Minutes of the meetings of the Board, Committees, or meetings of the Members, duly passed and approved by a majority of the Board, shall be posted at the Clubhouse and on the Club website.

78. Books of Account: The Board may from time to time determine whether and to what extent and at what time and place and under what terms and conditions the accounts and books or documents of the Club are disclosed, except as conferred by the Act or the Club's Articles of Incorporation or authorized by the Board or by a resolution of the Members in a meeting of the Members.

## NOTICES

79. Service: Any notice or other document may be given by the Club to any member, director or auditor/accountant, either personally or by sending it through the post in a prepaid envelope or wrapper or by e-mail, facsimile or any other electronic means addressed to such member, director or auditor/accountant, at his address as the same appears in the books of the Club, or if no address is given, the last address of such Member, Director or Auditor/Accountant known to the Secretary.

**80. Undelivered Mail:** Where notices or other documents required to be given or sent by the Club to its Members have been mailed to a Member at his latest address as shown on the records of the Club and where, on three consecutive occasions, notices or other documents have been returned by the post office to the Club, the Club is not required to mail to the Member any further notices or other documents until such time as the Club receives written notice from the Member requesting that notices and other documents be sent to the Member at a specified address.

**81. Memberships registered in more than one name:** All notices with respect to any memberships registered in more than one name shall be given to whichever of the persons is named first in the Records of the Club and notice so given shall be sufficient notice to all the holders of such memberships.

**82. Signature to notices:** The signatures to any notice to be given by the Club may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

**83. Computation of time:** Where a given number of days notice or notice extending over any period is required to be given by the Act, the Club's Articles of Incorporation or any other by-law, the day of service or posting of the notice shall, unless it is otherwise provided, be counted in such number of days.