EDENBRIDGE TENNIS CLUB

BYLAWS 1 UNDER THE CORPORATIONS ACT, ONTARIO AND THE ONTARIO NOT FOR PROFIT CORPORATIONS ACT, 2010

APPROVED February 2025

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1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In these Bylaws, all other bylaws and all resolutions of the Club:

(a) "Act" means the Canada Not-for-profit Corporations Act, currently in force; and when proclaimed in force, and, where the context requires, includes the regulations made under it, as amended from time to time or any Act that may hereafter be substituted therefor;

(b) “Adult” means a voting class of membership for a person who is between 18 and 64 years of age at the commencement of the calendar year that such person is admitted as a Member or renews their membership;

(c) “AGM” means Annual General Meeting;

(d) "Board” means the board of directors of the Club;

(e) “Bylaws” means this bylaw (including the schedules to this bylaw) and all other bylaws of the Club that are in force;

(f) “Class A Members” means Adult and Senior Members;

(g) “Class B Members” means Junior Members;

(h) “Junior” means a non-voting class of membership for a person who is 17 years of age or younger at the commencement of the calendar year that such person is admitted as a Member or renews their membership;

(i) “Club” means Edenbridge Tennis Club, a not-for-profit corporation incorporated under the federal laws of Canada by Certificate of Incorporation dated October 1st, 2018, under Corporation number 1102013-7 and is synonymous with “corporation.”;

(j) “Junior” means a non-voting class of membership for a person who is 17 years of age or younger at the commencement of the calendar year that such person is admitted as a Member or renews their membership;

(k) "Meetings of Members" includes AGMs, special and general meetings;

(l) “Member” means a member of the Club and “Members” means the collective membership of the Club;

(m) “Review Engagement” means a review that can be done in place of an audit in certain circumstances. It is a review of a Club’s finances performed by a person permitted to do so under the Public Accounting Act, 2004, who must also be independent. It involves enquiry, discussion and analysis to make reasonably sure that a corporation’s financial

statements are in order. It is less extensive than an audit, and as a result, generally less expensive; and

(n) “Senior” means a voting class of membership for a person who is 65 years of age or older at the commencement of the calendar year that such person is admitted as a Member or renews their membership.

Any other words which are used in the Act shall have the same meaning as in the Act.

2. MEMBERS

2.1. Membership

(a) Membership in the Club shall consist of two classes of Members, namely, Class A Members and Class B Members. The Board may, by resolution, approve the admission of the Members of the Corporation. Members may also be admitted in such other manner as may be prescribed by the Board by resolution. The following conditions of Membership shall apply:

i. Class A Members (Adult and Senior Members)

Class A Members shall be individuals who have applied and been accepted for Class A Membership in the Club. The term of Membership of a Class A Member shall be one year, subject to renewal in accordance with the policies of the Club. As set out in the Bylaws, each Class A Member is entitled to receive notice of, attend, and vote at all Meetings of Members, and each Class A Member shall be entitled to one (1) vote at such Meetings.

ii. Class B Members (Junior Members)

Class B Members shall be individuals who have applied and been accepted for Class B Membership in the Club. The term of Membership of a Class B Member shall be one year, subject to renewal in accordance with the policies of the Club. Subject to the Act and the articles, a Class B Member shall not be entitled to receive notice of, attend, or vote at Meetings of the Members.

(b) Membership in the Club is on an annual basis and is open to anyone upon payment of the fee established by the Board. Existing Members in good standing shall have priority for readmission as members for the following year or for another timeframe as determined by the Board.

(c) Membership is by way of payment of an annual fee payable prior to beginning the annual membership. New Members may be required to pay an administration fee, as well as an annual fee, in their first year of membership. The amount of fees shall be determined by the Board, which may designate different classes of membership, with fees to be adjusted accordingly.

(d) The Board shall from time to time set and determine, as it deems appropriate, any additional rights or obligations as the case may be, attaching to the different classes of membership.

(e) The membership of the Club shall be limited to 1,000 Adult Members and Senior Members combined and 250 Junior Members in each calendar year, or such other number as shall be determined by resolution of the Board from time to time.

(f) Junior Members do not have voting rights at the AGM or any other general Meeting of the Members. Junior Members shall not be entitled to sit on the Board of the Club. The cost of junior membership shall in all cases be lower to that of adult membership by no less than 20%.

(g) A Membership in the Club is not transferable and automatically terminates if the Member resigns or such membership is otherwise terminated in accordance with the Bylaws and/or the Act.

(h) No Member or applicant to the Club shall be ineligible by reason of any protected grounds as identified in the Ontario Human Rights Code.

2.2. Revocation or Suspension of Membership

(a) The Board may by resolution revoke (for the remainder of the year) or suspend (for part of the year) the membership of a Member for cause, which shall include serious transgressions of the Club's Rules and Regulations, as contained in the Club Handbook and/or posted on the Club's website, as modified from time to time, or interferes with other Members' reasonable use and enjoyment of the Club's facilities, subject to the following:

i. Initial attempts to resolve the issue will be made by club staff or appropriate Board members, such as the Club President. This may include a warning that membership may be suspended or revoked if the Member fails to cease the transgression.
ii. If the issue persists, the appropriate Board member, such as the Club President or Secretary, shall give at least 48 hours' notice to such Member that a meeting of the Board will be held at which the Board will consider the revocation or suspension of his/her membership.
iii. The Board will further advise the Member that he/she is entitled to attend the meeting and give the reasons why he/she opposes the proposed revocation or suspension of membership.
iv. Within seven (7) days after such meeting, the President, and/or the Board member designated by the President, shall inform the Member, in writing, as to whether or not his/her membership has been revoked or suspended and the reasons for such decision.
v. Upon 15 days' written notice to a Member, the Board may pass a resolution authorizing disciplinary action or the termination of Membership for violating any provision of the articles or By-laws.
vi. The notice shall set out the reasons for the disciplinary action or termination of Membership. The Member receiving the notice shall be entitled to give the Board a written submission opposing the disciplinary action or termination not less than five (5) days before the end of the 15-day period. The Board shall consider the written submission of the Member before making a final decision regarding disciplinary action or termination of Membership.
vii. The decision of the Board is final, and binding and no appeal is allowed.
viii. A Member whose membership has been suspended will have his/her membership reinstated at the end of the suspension period as determined by the Board. A

Member whose membership has been revoked will again be eligible for membership to the Club the following year.

2.3. Cancellation of Membership

Members may cancel their membership by writing to the Club. The club reserves the right to set refund and/or credit/reimbursement policies, which may be changed from time to time as per the Board's discretion.

2.4. Fees

The Board shall annually prior to the start of the Club's tennis season for each year:

(a) Determine the fees for Adult, Senior, Junior and Hold Members for such year;

(b) Determine the administration fee, if any, to be paid by each applicant for Adult and Senior membership; and

(c) Determine the per diem fee for guest playing privileges.

2.5. Solicitation

(a) No Member shall canvass, solicit, or exhibit any service or product of any kind whatsoever on the Club's premises or at any meeting, activity or event of the Club unless previously authorized by resolution of the Board.

(b) No Member shall utilize the membership telephone, email or online directory for solicitation or canvassing for any product or service whatsoever.

(c) In the event that the Club is approached by a vendor wishing to use the Club as a site to display, market and sell their product(s) and/or service(s), the following conditions (i) to (v) must be met. This includes but is not limited to: displaying products and/or services on the Club's premises; and/or offering any products or services on the Club's premises that would be fulfilled at a location other than the Club's premises.

i. In the event that the vendor is also a Member, a Conflict of Interest must be stated and the vendor relationship will not be pursued further in accordance with section 2.06(a) of these Bylaws. ii. The product or service must be tennis related. The product or service's purpose (racquets, clothing, stringing, etc.) must be in alignment with the overall spirit and mandate of the Club, and the display and the sale of the product or service must have demonstrable benefit to the Members and to the Club as an entity.
iii. The vendor must be of good repute. iv. No member of the Board or Member shall receive any form of compensation from the participation of the vendor at Club activities.

2.6. Members as Volunteers

(a) A Member in good standing may, upon being invited and willing/able to do so, support the activities of the Club in a volunteer capacity. Examples of volunteer activities include assisting with round robins and other Club events.

(b) Members of the Board may invite Members in good standing to assist with specific projects or events which relate to their specific portfolio or initiative to which they are accountable.

(c) Prior to performing services to/for the Club, volunteers will be apprised of their roles and the duties and behaviors expected of them. It is desirable that this orientation be conducted by a member of the Board or Club manager if one is in place.

(d) In the event that volunteers are not performing in a manner that is consistent with the mission and mandate of the Club, the volunteer may be removed from his or her duties at the discretion of the Board or Club manager.

3. MEETINGS OF MEMBERS

3.1. Annual and General Meetings

(a) The AGM shall be held on a day and at a place within Ontario fixed by the Board, including by electronic means such as video conferencing. Any Member, upon request, shall be provided, not less than 10 days or other number of days prescribed in regulations before the annual meeting, with a copy of the approved financial statements, and other financial information required by the Bylaws.

(b) The business transacted at the annual meeting shall include:
   i. receipt of the agenda;
   ii. receipt of the minutes of the previous AGM;
   iii. consideration of the financial statements;
   iv. report of the auditor or person who has been appointed to conduct a review engagement;
   v. reappointment or new appointment of the auditor or a person to conduct a review engagement for the coming year;
   vi. receipt of the President's report; vii. election of Directors; viii. election of Officers; and
   ix. such other or special business as may be set out in the notice of meeting.

(c) No other item of business shall be included on the agenda for annual meeting unless a Member's proposal has been given to the secretary prior to the giving of notice of the annual meeting in accordance with the Act, so that such item of new business can be included in the notice of annual meeting.

(d) Subject to compliance with the Act the Member's AGM shall be held during the months of December, January, February or March of each year.

3.2. Notice of Meetings

Subject to the Act, not less than 10 and not more than 50 days written notice of any annual or special Members' meeting shall be given in the manner specified in the Act to each Member and to the auditor or person appointed to conduct a review engagement Any Meetings of Members may be held at any time and place without notice if all the Members are present thereat or represented by proxy duly appointed, and at such meeting any business may be transacted which the Club at any AGM or general meeting may transact.

3.3. Special Meetings

The Board may call a special meeting of the Members. The Board shall convene a special meeting on written requisition of not less than one tenth of the Members for any purpose connected with the affairs of the Club that does not fall within the exceptions listed in the Act or is otherwise inconsistent with the Act, within 21 days from the date of the deposit of the requisition.

3.4. Member Proposals

For a member proposal to be included in the agenda at a members' general or special meeting, it must be requisitioned in writing by a minimum of five (5) percent of the members, at least 30 days prior to the meeting at which the proposal is tabled.

3.5. Quorum

A quorum for the transaction of business at any Meetings of Members shall consist of not less than five (5) Members entitled to vote present.

3.6. Proxies

(a) Every Member entitled to vote at any Meeting of Members may vote either in person or may by instrument in writing appoint a proxy, who must be a Member, to attend and act at the meeting in the manner, to the extent and with the power conferred by the proxy.

(b) No Member may carry the appointment of more than one proxy.

(c) Directors may not vote by proxy.

(d) If the proxy does not attend the meeting for whatever reason, the Member who appointed the proxy forfeits his/her voting and other rights for that particular meeting.

(e) Proxies must be received by the Secretary or other Board member no later than 48 hours prior to any Meeting of Members. The notice of members meeting shall contain a form of proxy attached.

3.7. Voting

Each voting class Member of the Club shall be entitled to one vote on each question arising at any AGM or other Meeting of the Members. Questions will be carried by majority of the votes cast.

3.8. Show of Hands

(a) At all Meetings of Members every question shall be decided by a show of hands unless a ballot is demanded by any Member present or represented by proxy and entitled to vote.

(b) Upon a show of hands every Member present and entitled to vote shall have one vote.

(c) After a vote by show of hands has been taken upon any question the chairperson may require or demand a ballot thereon.

(d) Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon be so required or demanded, a declaration by the chairperson of the meeting that the vote upon the question has been carried or carried by particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the members of the Club in Meetings of Members , as the case may be, upon the question.

(e) A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot.

3.9. Polls

Upon a poll each Member who is present or represented by proxy shall be entitled to one vote upon the question. Questions will be carried by majority of the polls cast.

3.10.Casting Vote

In the case of an equality of votes either upon a show of hands or upon a poll, the chairperson of the meeting shall not have a second or casting vote.

3.11.Error or Omission

No error or omission in giving notice of any meeting of the Board or Meetings of Members of the Club or any adjourned meeting, whether annual or general of the members of the Club shall invalidate such meeting or make void any proceedings taken thereat and any Board member or Member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any Member or Board member for any meeting or otherwise, the address and email of any Member or Board member shall be his/her last address on file with the Club.

4. GOVERNANCE

4.1. Board Election

(a) The affairs of the Club shall be managed by a Board of up to fifteen (15) Members, who are elected by the Members at the AGM. At a minimum, the Board shall consist of the following positions: President, Vice-President, Treasurer, and Secretary.

(b) The Officers of the Club shall be the President, Vice-President, Treasurer and the Secretary. All Officers shall be elected by the corporation's members and shall be directors.

(c) Directors shall be elected into a specific portfolio and/or may participate on a committee as may be formed from time to time to complete special projects.

(d) All elections of Board members at the AGMs shall be by ordinary resolution and as per Article III of these Bylaws. In each case, the votes shall be counted and the result

announced for one position before voting on the next positions. Nominations for Board positions may occur in one of the following ways: after the Club has issued notice of an AGM (a call for nominations with the notice of meeting), a Member may provide a nomination(s) for any position to the President or Secretary in writing; or during the AGM, a Member may provide the President or Secretary a nomination (considered a floor nomination) for any position. Members must be nominated either by another Member or through self-nomination. No seconding of nominations is required. If a Member is nominated by another Member, they must indicate whether they accept the nomination. Members may be nominated for more than one position but shall not be elected into more than one position at one time unless no other suitable nominees are available and it is in the best interests of the Club.

4.2. Qualifications

Every member of the Board shall be 18 or more years of age, be a Member in good standing and otherwise qualified to serve as a director of a corporation pursuant to the Act.

4.3. Term

The Board shall be elected yearly to hold office until their successors shall have been duly elected or appointed. Each director shall be elected to hold office until his/her successor shall have been duly elected and qualified. To ensure continuity, board tenures will be such that each year, at least one-third (1/3) of all directors will be retired but shall be eligible for re-election if otherwise qualified. No director shall serve more than three consecutive years without having been duly re-elected. The Chair and Vice Chair shall not have a tenure ending the same year.

4.4. Removal of Board Members

(a) A member of the Board member may be removed upon a majority vote by the Board in the following circumstances:

i. if he/she is found by a court to be of unsound mind;
ii. if he/she is convicted of any criminal offence during the term of office, or if he/she failed to disclose prior to accepting a position on the Board a prior criminal conviction; or
iii. for severe transgressions of the Club's Rules and Regulations, as contained in the Club Handbook, as modified from time to time.

(b) The office of a Director shall be vacated immediately:

i. if the Director resigns office by written notice to the Club, which resignation shall be effective at the time it is received by the Club or at the time specified in the notice, whichever is later;
ii. if the Director dies; iii. if the Director becomes bankrupt;
iv. if the Director is found to be incapable of managing property by a court or under Ontario law; or
v. if, at a Meeting of the Members, a resolution is passed by at least a majority of the votes cast by the Members removing the Director before the expiration of the Director’s term of office.

(c) The Secretary shall give at least 48 hours' notice to such Board member that a meeting will be held at which the Board or the Members will consider the removal of that Board member from the Board.

(d) A Director is entitled to give a statement for resigning or opposing removal if a Meeting is called for the purpose of removing him/her.

4.5. Vacancies

Vacancies on the Board may, so long as a quorum of Board members remains in office, be filled by the Board from among the Members of the Club, if they shall see fit to do so and by resolution, otherwise such vacancy or vacancies shall be filled at the next AGM at which the Board for the ensuing year are elected. If there is not a quorum of Board members remaining in office, the remaining Board members shall forthwith call a Meeting of Members to fill the vacancy or vacancies.

4.6. Quorum

A majority of members of the Board shall form a quorum for the transaction of business at any meeting of the Board.

4.7. Meetings and Notice of Meetings

(a) Except as otherwise required by law, the Board may hold their meetings at such place or places as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the Board members are present, or if those absent have signified their consent to the meeting being held in their absence. Board meetings may be called by the President or Vice-President or by the Secretary on direction of the President or VicePresident or by the Secretary on direction in writing of two Board members.

(b) Notice of meetings of the Board shall be emailed to each Board member not less than seven (7) days before the meeting is to take place.

4.8. Electronic Meetings

The Board is authorized to meet by electronic communication media, including teleconference, email and video conference, so long as all members of the Board have the electronic media necessary to participate. Decisions may be made within electronic meetings with the consent of a majority of the Board.

4.9. Votes to Govern

Each Director has one vote. Questions arising at any meeting of the Board shall be decided by a majority of votes cast on the question; and in the case of a tie vote, the President shall cast the tiebreaker vote.

4.10.Powers

The Board may administer the affairs of the Club in all things and make or cause to be made for the Club in its name, any kind of contract which the Club may lawfully enter into and, save as

hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Club is authorized to exercise and do. Without in any way derogating from the foregoing, the Board is expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings, and/or other property moveable or immoveable, real or personal or any right or interest therein owned by the Club, for such consideration and upon such terms and conditions as they may deem advisable.

4.11. Books and Records

The Board shall see that all necessary books and records of the Club required by the Bylaws of the Club or by any applicable statute or law are regularly and properly kept.

4.12. Remuneration

(a) The Board members shall receive no remuneration for acting as such, but may be paid reasonable expenses incurred in the performance of their duties, assuming these expenses are within Club budget guidelines and provided that the amount of any such remuneration or reimbursement is:
    i. Within the boundaries established in Schedule “A”; and
    ii. In compliance with the conflict of interest provisions of local laws and statutes.

(b) Board members may receive non-financial benefits as agreed to by the Board. These may include but are not limited to; tickets to events, social gatherings, tennis tournaments and or other “perks” as added acknowledgement of their involvement with the Club.

4.13. Indemnity to the Board

Subject to the provisions of the Act and making good faith efforts to act in his/her Board role, every Board member of the Club and his heirs, executors, administrators and estate and effects, respectively, is indemnified and saved harmless by the Club from and against any liability and all costs, charges and expenses that he/she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him/her for or in respect of anything done or permitted by him/her in respect of the execution of the duties of his/her office; and all other costs, charges and expenses that he/she sustains or incurs in respect of the affairs of the Club except such costs, charges or expenses as are occasioned by his/her own willful neglect or default.

4.14. Protection of the members of the Board

(a) No member of the Board shall be liable for the acts, neglects, or defaults of any other member of the Board, committee member, volunteer, contractor or employee of the Club or for joining in any receipt or for any loss, damage or expense happening to the Club through the insufficiency or deficiency of title to any property acquired by resolution of the Board or for or on behalf of the Club or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Club shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or Club with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage, or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust provided they have: i. Complied with the Act and the Club’s Bylaws; and ii. Exercised their powers and discharged their duties in accordance with the Act.

(b) A member of the Board 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 a quorum of the Board.

4.15. Positions of Board Members

Officers shall be responsible for the duties assigned to them and they may delegate to others the performance of any or all of such duties.

(a) President

The President shall, when present, chair all meetings of the members of the Club and the Board. The President shall also be charged with the general management and supervision of the affairs and operations of the Club. He/she shall further, at the end of his/her term, submit to the incoming President a written report that summarizes the events of his/her past year in office and outline his/her recommendations for the future direction of the Club.

(b) Vice-President

During the absence or inability of the President, his/her duties and powers may be exercised by the Vice-President, and if the Vice-President, or such other Board member as the Board may from time to time appoint for the purpose exercise any such duty or power, the absence or inability of the President shall be presumed with reference hereto.

(c) Secretary

The Secretary shall be the clerk of the Board. He/she shall attend all meetings of the Board and record meeting minutes to be distributed to all members of the Board. He/she shall renew the annual tennis court permit from the Department of Parks, Forestry and Recreation of the City of Toronto in a timely manner. He/she shall perform such other duties as may from time to time be determined by the Board.

When the Secretary cannot attend a meeting of the Board or Meeting of Members, the President will seek a volunteer to record the minutes.

(d) Treasurer

The Treasurer shall keep full and accurate accounts of all receipts and disbursements of the Club in proper books of account and shall deposit all monies or other valuable effects in the name and to the credit of the Club in a recognized banking institution as designated by the Board. He/she shall disburse the funds of the Club under the direction of the Board, taking proper vouchers therefore and shall render to the Board at regular meetings thereof or whenever required of him/her, an account of all transactions as Treasurer, and of the financial position of the Club. He/she shall further prepare and submit to the AGM a properly prepared financial statement of the affairs of the Club. He/she shall also perform such other duties as may from time to time be determined by the Board.

(e) Other Members of the Board

The duties of all other members of the Board of the Club shall be such as the term of their engagement calls for or the Board otherwise requires of them.

4.16.Committees

(a) Subject to the limitations on delegation set out in the Act, the Board may establish any committee it determines necessary for the execution of the Board's responsibilities. The Board shall determine the composition and terms of reference for any such committee. The Board may dissolve any committee by resolution at any time.

(b) The President shall be charged with and the Vice-President shall assist with creating standing committees or special project committees to deal with specific activities.

(c) The Board may dissolve any committee by resolution at any time, or a committee will be dissolved upon fulfillment of the special project it was tasked to complete.

5. FINANCIAL MATTERS

5.1. Section 5.01 Budget

All expenditures shall comply with the annual budget estimates prepared by the Treasurer in conjunction with other members of the Board prior to the beginning of the season. The estimates are subject to change during the year with such changes approved by the President and Treasurer. If a Board member wishes to make expenditures that exceed the budget estimates for their function, they must first have those expenditures approved by the Board. Board members shall provide detailed invoices for all expenditures to the Treasurer prior to re-payment.

5.2. Cheques, Drafts, Notes, etc.

All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange exceeding $5000.00 shall be signed by any two of the Treasurer, President, Vice-President or such other persons as the Board may from time to time designate by resolution.

5.3. Banking Arrangements

The Board shall by resolution from time to time designate the bank, credit union and/or other financial institution in which the money, bonds or other securities of the Club shall be placed for safekeeping.

5.4. Audit/ Review Engagement

Each year, the Board may elect to select an auditor of the corporation or a person appointed to conduct a review engagement of a corporation. He/she shall examine the financial statements that are required by the Act to be placed before the Members as is necessary. The auditor or other person conducting the review engagement will report on the financial statements at the AGM. The auditor or person conducting the review engagement must be independent of the Club, any of its affiliates, and the members of the Board of the Club and its affiliates. The fiscal year of the Club shall terminate on the 31st day of October, in each year or on such other date as the Board may from time to time by resolution determine.

5.5. Capital Purchases

Board decisions on capital purchases must be made within the boundaries established in Schedule “A” to these Bylaws.

5.6. Hiring of Staff

Tennis professionals including the Club pro must be independent contractors. The Board shall be informed of any contractor and/or employee hired and shall approve the renumeration for all contractors and/or employees.

5.7. Execution of Contracts

Deeds, transfers, assignments, contracts, and other instruments in writing requiring execution by the Corporation may be signed by any two of its Officers or Directors. In addition, the Board may from time to time direct the manner in which and the person by whom a particular document or type of document shall be executed.

6. CONFLICTS OF INTEREST

6.1. Definition of Conflict of Interest

A conflict of interest refers to a situation in which private interests or personal considerations may affect a person’s judgement in acting in the best interest of the Club. It includes using their position, confidential information or Club material or facilities for private gain or advancement or the expectation of private gain or advancement. Private gain may not be limited to financial gain. A conflict may occur when an interest benefits any Board member, a member of their immediate family, friends or business associates.

6.2. Disclosure of Conflict of Interest

A member of the Board who is in any way directly or indirectly interested in a contract or transaction, or proposed contract or transaction, with the Club shall make the disclosure to the Board or as otherwise required by the Act. Such disclosure should be made if the member of the Board believes, or reasonably can anticipate others to believe, that he/she or a family member may have a potential conflict of interest. Except as provided by the Act, no such member of the Board shall attend any part of a meeting of the Board or vote on any resolution to approve any such contract or transaction.

6.3. Violations

The Board has an obligation to review any possible violation related to conflict of interest and if necessary take disciplinary action, which may or may not result in the removal of the member of the Board involved. This includes any possible violation identified either by the Board or by any of its members. Legal assistance in determining whether an actual or potential conflict of interest exists may be required.

7. Article VII. CLUB RECORDS

7.1. General Provisions

Club records must be kept in accordance with the requirements of the Act in force at the relevant time.

7.2. Privacy

Private information of Members shall be maintained at all times consistent with the requirements of the Information and Privacy Commissioner (Ontario), except for granting access as provided for by the Act. Each Member of the Club, including each member of the Board, shall comply at all times with all applicable privacy legislation. The Board is responsible for analyzing any possible privacy breach. If it is determined that such a breach has occurred, it may result in termination of the membership of any Member(s) who has caused such breach.

7.3. Retention

The Club's records containing private information of members are kept in a physically separate environment as managed by the member of the Board responsible for membership. The electronic records of past Members are deleted after 6 (six) years. The paper records containing private information of Members are destroyed after 6 (six) years.

8. AMENDMENTS

These Bylaws may be amended and passed at any regular meeting of the Board Directors of the Club. The amendment will, however, only be in effect until the next Members' AGM when it must be ratified by a two-thirds vote of the Members of the Club. If it is not ratified, it ceases to have effect at that time. Notice of amendments passed that need to be ratified shall be included in the notice of the AGM. The notice shall fairly inform the Members of the points to be ratified. The notice can include the exact amendment, stated in a formal manner, as would appear in the bylaws document. Alternatively, the notice can indicate the general areas of the amendments as long as the exact amendments are posted on the Club's website a minimum of two weeks prior to the AGM.

Enacted on the _____ day of _____, 20___.

_____
Signature

_____
Signature

9. Schedule “A” Protocol for Financial Decisions

9.1. Scenario 1:

Purchases deemed necessary (e.g. balls) or value added (e.g. poster boards to advertise social events) to Club operations less than $5000.

RESULT: Approval by one of the President, Vice-President or Treasurer.

9.2. Scenario 2:

Purchases deemed necessary (e.g. windscreens) or value added (e.g. electronic equipment) to Club operations in excess of $5000.

Written proposal including (3) three quotes for expenditure.

RESULT: Approval of the Board at a meeting or via electronic mail.

9.3. Scenario 3:

Purchases of immediate necessity to ensure continued Club operations (e.g. rainstorm causes flooding in clubhouse, immediate repairs needed) in excess of $5000.

RESULT: Approval by the President, Vice President and Treasurer. Ratification by the Board at the next meeting.