

WATCAC By Laws

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Preamble

These By Laws represent WATCAC policies that underpin the operations of the Association under its Constitution. The By Laws were developed from previous policy documents to provide a readily available resource to members and prospective members.

The key principle of the By Laws is to support blind and vision-impaired members in their cycling and to sustain or expand opportunities for them to participate in any context of cycling as sport or recreation. The By Laws seek to be consistent with the Association's objects, being:

- To promote sport and recreational tandem cycling interests for the blind and vision impaired persons in Western Australia.
- To promote, encourage, teach and improve the standard of sport and recreational tandem cycling interests for the blind and vision impaired in Western Australia.

These By Laws replace existing WATCAC policies at the time of publication.

Membership

1. The membership year is 1 January - 31 December. Memberships outstanding beyond 3 months of the due date will lapse. Annual membership fees are:
 - a. Senior Member (All cyclists) \$40
 - b. Junior Member (Up to 17 years old) \$20
 - c. Family Membership (One adult and one child < 17 years) \$45
 - d. Associate (Non-cyclists volunteers and supporters) \$20
2. New membership applications received after the 30 June shall be 50% of the relevant annual fee. There is no additional entrance fee for new members.

Tandem hire

Eligibility

3. Financial members may hire a tandem for regular personal use. Tandems are hired on a first come first served basis at the discretion of the Committee, subject to availability. Priority will be given to members who are blind or vision impaired.
4. Hire interval and cost:
 - a. Hire intervals are 1 January to 30 June and 1 July to 31 December
 - b. The fee is \$50 per six months, non-refundable.

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- c. Initial hire periods commencing within three months of 30 June or 31 December shall incur an initial hire fee of \$30.
5. Prior to taking out a hired tandem, hirers must attend at least one tandem cycling clinic or have participated in an individual coaching and familiarisation session.
6. The WATCAC Committee reserve the right to recall any tandem out on loan for use in WATCAC activities or events, with not less than two weeks notice.
7. The WATCAC Committee may request a condition report from the hirer if the tandem has not been ridden in a WATCAC ride within the last 12 months.

Termination

8. If in the opinion of the Committee, a hirer has not met their obligations in accordance with these conditions, they will be required to return the tandem to WATCAC within 14 days, without refund of their payment.

Responsibilities of WATCAC

9. Prior to any tandem being loaned, WATCAC will provide a maintenance check on the selected tandem, to determine the condition of the tandem and a report will be provided to the hirer as a record that the tandem is returned in a condition similar to that provided.

Responsibilities of hirer

10. The loaned tandem is to be stored securely and remains the responsibility of the member using the tandem. This includes when it is being transported on a car and parked at a public space.
11. Safety and common sense is a priority when using a hired tandem. Riders are to comply with all shared path and road rules, including the wearing of Australian design standards helmets.
12. General care and maintenance of the tandem to keep it in a safe riding condition:
 - a. Clean bike, clean and oil chain, pump tyres, repair or replace punctured tubes.
 - b. Replace the following parts if damaged or worn through use -, broken spokes, worn tyres, handle bar tape, worn brake pads, replace broken or stretched chain.
13. In the case of a tandem being damaged, any mechanical/repairs/replacement will also be the responsibility of the hirer and an account will be forwarded for payment to cover the respective costs.
14. Tandem use is at the riders' own risk. Use on a non-WATCAC endorsed event is not covered by the WATCAC (WADSA) insurance.
15. No part of the tandem shall be removed or changed without the permission of the WATCAC committee, with the exception of pedals, seats and wheels. The cost of personal parts is at the expense of the hirer. After the loan period, these items must be replaced, so that the tandem is returned with its original parts.

Financial operations

Authorisation to pay accounts

16. The elected Chairperson and Treasurer are the primary signatories for the payment of accounts. Additional or new signatories or revocations of exiting signatories must be by name and recorded by way of a duly carried motion at the Annual General Meeting or other General Meeting (this is to facilitate the notification of any changes of authorising officers/signatories to conform to security requirements of Financial Institutions.)

Procurement of Goods and Services

17. The Treasurer to be responsible for all payments, purchases and deposits with the Chairperson only acting in a Treasurer's long term absence (exceeding 30 days). Payments must be authorised by a second signatory.
18. The Treasurer has the authority to pay accounts
 - a. up to and including \$500 for WATCAC business, without Committee approval.
 - b. in excess of \$500 with the approval of Committee duly carried and recorded.

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- c. for the purposes of prior approved fundraising activities, in excess of \$500 directly relating to those activities, without Committee approval.

Recording of Paid-up Members and Loaned Equipment

19. The Treasurer will processes membership and tandem hire reminders and subscriptions, to assist the Secretary to maintain associated records.

Reporting

20. The Treasurer will be responsible for presenting a 'Statement of Accounts' at each Committee Meeting showing the YTD Debits and Credits balance sheet, bank statement reconciliation and portfolio income and expenditure. If the Treasurer is unable to attend a Committee Meeting, then the 'Statement of Accounts' should be sent by email to the Secretary for submission at the meeting.
21. The Treasurer will be responsible for presenting a 'Statement of Accounts' at each Annual General Meeting of members that should be sent out to all members as an attachment to the Notice of Annual General Meeting. The 'statement' should include the total income and expenditure of the last full financial year's accounts by portfolio.
22. The Treasurer will be responsible for presenting a Treasurer's Report at each Annual General Meeting of members which will summarise the financial aspects of the organisation during the last full financial year's accounts. In addition, the Treasurer should be armed with a balance sheet showing individual transactions so that questions raised by General Members can be adequately answered.
23. The Treasurer will be responsible for providing Financial Data as required by any regulatory body or agency (Example ACNC).

Handover

24. The outgoing Treasurer will provide adequate handover, including records, to an incoming Treasurer within 28 days of Annual General Meeting, including a copy of By Laws for guidance and direction.

Assets

25. The Treasurer will be responsible for listing all assets and equipment and maintaining a record of their description, replacement value and location.

Approved 12 April 2022