



# Proposed Bylaw Updates

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APRIL 7, 2022

## Vancouver Club Bylaws

### 1. DEFINITIONS & INTERPRETATIONS

#### 1.1 Definitions in these Bylaws:

- (a) **“Act”** means the *Societies Act* of the Province of British Columbia, as the same may be amended or replaced from time to time;
- (b) **“Annual General Meeting”** means the meeting of Members held once a year in accordance with the Act;
- (c) **“Board”** means the board of Directors of the Club;
- (d) **“Board Year”** means a period of time starting at the end of one Annual General Meeting and ending at the beginning of the next Annual General Meeting;
- (e) **“Board Agreement”** means a contract between each Director and the Club that is in a form that complies with the Act and Bylaws, is commercially reasonable, and has been approved by two-thirds of the Directors then in office;
- (f) **“Board Candidate”** means a member who has completed the nomination process pursuant to Bylaw 18 and approved for inclusion in the election of directors to the Board;
- (g) **“Bylaw”** or **“Bylaws”** means the Vancouver Club Bylaws;
- (h) **“Chief Returning Officer”** means an individual who is appointed by the Nominations & Elections Committee to oversee the election of vacancies to the Board;
- (i) **“Club”** means The Vancouver Club;
- (j) **“Club notice board”** means the notice board set up in the Club premises;
- (k) **“Club premises”** means the building and lands located at 915 West Hastings Street, Vancouver, British Columbia;
- (l) **“Club Website”** means the portion of the website maintained by the Club that is accessed by entering a Member’s unique login credentials;
- (m) **“Complainant”** means a Member or a staff member that has made or has deemed to have made pursuant to Bylaw 10.4, a Complaint about a Member pursuant to Bylaw 19.1;
- (n) **“Complaint”** means:
  - (i) a complaint by a Member against another Member alleging a breach of the Bylaws or the House Rules; and
  - (ii) an allegation by a staff member against a Member alleging that the Member has engaged in conduct contrary to the Harassment in the Workplace Policy of the Club;
- (o) **“Director”** means a director of the Club;

- (p) **“Disciplinary Proceedings”** means the steps outlined in Bylaw 19.2 through to and including 9.14;
- (q) **“Discipline”** means a Fine, Suspension or Expulsion;
- (r) **“dues and assessments”** includes amounts paid to the Club including minimum food charge, dues, capital improvement fund, and assessments;
- (s) **“Elected Term”** means two Board Years;
- (t) **“Election”** means the appointment of members to the Board by the voting members entitled to vote;
- (u) **“Executive”** means the President, Vice-President, Chair of the Finance Committee and Past President;
- (v) **“Expulsion”** means a decision by the Board with respect to a Respondent Member to terminate the Respondent Member’s membership with the Club;
- (w) **“Financially Tied Friend”** means a person who is known to a Director where the Director and such person have had financial dealings together unless such financial dealings are generally known to the public and immaterial;
- (x) **“Fine”** means a monetary penalty up to the amount of the entrance fee paid by the Member that is subject to Disciplinary Proceedings;
- (y) **“General Manager”** means the person appointed by the Board pursuant to Bylaw 11.6(o);
- (z) **“Georgian Club”** means the society incorporated under number 1579 and named the Georgian Club;
- (aa) **“guest”** means any person who participates in a Club sanctioned event or enters the Club premises who is not a Member;
- (bb) **“guest book”** means a book containing a record of guests and Reciprocal Members;
- (cc) **“House Rules”** means the rules established by the Club and posted on the Club Website for the purpose of facilitating the enjoyment of the Club for all Members;
- (dd) **“mail”** or **“mailing”** shall include delivery by Canada Post office, delivery by hand, or delivery by electronic means such as email;
- (ee) **“Member”** means a member in any class of Members set out in Bylaw 2.2;
- (ff) **“Members List”** means a register of Members in which there are entered the names of the applicants for incorporation of the Club and of every other person who becomes a Member of the Club, together with:
  - (i) each Member’s full name and resident address;
  - (ii) each Member’s date of admission as a Member;
  - (iii) the date upon which each Member’s membership ceases;

- (iv) each Member's class of membership; and
  - (v) eligibility status of each Member to vote.
- (gg) **"Metro Vancouver"** means the federation of 21 municipalities, one Electoral Area and one Treaty First Nation located in British Columbia that comprise the regional district known as **"Metro Vancouver"**;
- (hh) **"Nominee"** means a Member who wishes to be considered for nomination in the election of directors;
- (ii) **"Officer"** means any one of the President, Vice-President, Secretary, Chair of the Finance Committee or Immediate Past-President
- (jj) **"Ordinary Resolution"** means a resolution:
- (i) passed at a general meeting of the Members by a simple majority of the votes of those Members who, being entitled to do so, vote in person; or
  - (ii) consented to in writing, including by fax, email or other electronic means, after being sent to all of the voting Members, by at least two-thirds of the voting Members;
- (kk) **"Predecessor Vancouver Club"** means the society incorporated under number 1708 and named **"The Vancouver Club"**;
- (ll) **"Registered office"** means the registered and records office of the Club located at 915 West Hastings Street, Vancouver, BC V6C 1C6, or such other office as may be determined by the Board from time to time;
- (mm) **"Scrutineer"** means a Member in good standing who is appointed to support the Chief Returning Officer in the election of vacancies to the Board;
- (nn) **"Special General Meeting"** means any meeting of Members held in accordance with the Bylaws other than an Annual General Meeting;
- (oo) **"Special Resolution"** means:
- (i) a resolution passed at a general meeting of the Members by a majority of not less than two-thirds of the votes of those Members who, being entitled to do so, vote in person; or
  - (ii) a resolution consented to in writing including by fax, email or other electronic means by all of the Members entitled to vote;
- (pp) **"Spouse"** means a person who (i) is married to a Member, or (ii) lives with a Member, whether of the opposite or same gender, in a marriage-like relationship;
- (qq) **"Standing Committees"** means the Club's Finance, Governance, Human Resources, Membership, Long Term Planning, Discipline, Art and Archive, Signature Service, House, Nomination and Election committees and the Executive Committee and **"Standing Committee"** means any one of them;

- (rr) **“Supermajority”** means 75% of all Directors in office at the time of the vote whether or not such Directors are in attendance at any particular meeting;
- (ss) **“Suspension”** means the temporary cessation of a Member’s right to:
- (i) use the Club or attend Club sponsored events, as a Member or a guest; and
  - (ii) incur any indebtedness with the Club (except dues and assessments) for a period of weeks, months or a year;
- (tt) **“Undisclosed Conflict of Interest”** means in relation to a Director, a Director who has been determined by the Board as set out in the Bylaws to be in a situation, committed an act, or omitted to do something that a reasonable person, as determined by the Board, could perceive would place such Director in a conflict of interest where such Director, or a Financially Tied Friend or family member of such Director, could obtain a benefit, financial or otherwise, from the Club and such benefit had not been disclosed as set out by the Bylaws or by law, to the Board. For greater certainty, a Director is not in an Undisclosed Conflict of Interest if the amount of the benefit that could be alleged is immaterial and at that time available to Members generally; and
- (uu) **“University Club”** means the society incorporated under number 4696 and named **“The University Club of Vancouver”**;
- 1.2 Conflict: If there is a conflict between the Bylaws and the Act or the regulations thereunder, the Act or the regulations, as the case may be, prevail.
- 1.3 Regular Review: At least every 10 years, the Board shall strike a committee to review the Bylaws.
- 2. MEMBERSHIP**
- 2.1 Every Member must uphold the constitution of the Club and must comply with the Bylaws and the House Rules.
- 2.2 The Club shall have the following classes of Members:
- (a) Honorary Members: **“Honorary Members”** are persons elected as Honorary Members by unanimous decision of the Board. If the Board elects as an Honorary Member a person who at the time of the election is the Lieutenant Governor of the Province of British Columbia, the senior serving officer in British Columbia in the Canadian Armed Forces or the Royal Canadian Mounted Police, or the holder of a distinguished office that the Board wishes to honour, then that person shall continue to be an Honorary Member only, so long as she or he holds such office, except that if the Lieutenant Governor of the Province of British Columbia is already a Member at the time of election as an Honorary Member, she or he shall continue to be an Honorary Member until death.
  - (b) Life Members: **“Life Members”** are Members, other than Honorary Members and Diplomatic Members, who have completed 40 years of continuous membership or who were Life Members prior to December 31, 1999. For the purposes of determining the years of continuous membership which qualify a Member to be a Life Member,

membership in any one or more of the University Club, the Predecessor Vancouver Club or the Georgian Club shall be included.

- (c) Resident Members: “**Resident Members**” are persons elected as Members in accordance with the Bylaws and who have their principal place of residence in Metro Vancouver.
- (d) Diplomatic Members: “**Diplomatic Members**” are persons elected as Members in accordance with the Bylaws and who are temporarily stationed in Metro Vancouver as the duly accredited representatives of any commonwealth or foreign state. Diplomatic members pay dues at a regular rate and go through the regular application process but do not pay an entrance fee.
- (e) Associate Members: “**Associate Members**” are persons elected as Members in accordance with the Bylaws who are members of the clergy, full time employees in a senior executive position (e.g. President, Executive Director, CFO, or an equivalent position) of a charitable organization which has been unanimously approved by the Board, the Chancellor or President, or before March 2<sup>nd</sup>, 2022, a professor, of any university under the *University Act*, or the British Columbia Institute of Technology, or of any other post-secondary educational institution recognized by an ordinary resolution of the Board (collectively a “**University**”).
- (f) Absentee Members: “**Absentee Members**” are Resident or Associate Members whose names appear on the Members List as Absentee Members. The Board shall place on the Members List as Absentee Members the names of all Resident and Associate Members who apply in writing and satisfy the Board that, commencing within a month or so of applying, they will be temporarily absent from Metro Vancouver for a continuous period of not less than four months. Such a name shall remain on the Members List as an Absentee Member until the Member returns to Metro Vancouver or until the Board removes her or his name therefrom. A Member who is a member of Parliament or a member of the British Columbia Legislative Assembly shall, in recognition of her or his public service, be deemed to be an Absentee Member and such Member’s name shall remain on the Members List as an Absentee Member as long as she or he remains elected as a member of Parliament or the British Columbia Legislative Assembly.
- (g) Non-Resident Members: “**Non-Resident Members**” are persons elected as Members in accordance with the Bylaws and who have their principal place of residence outside Metro Vancouver. Non-Resident Members will attest on an annual basis that their principal place of residence is outside Metro Vancouver.
- (h) Supernumerary Members: “**Supernumerary Members**” are Members who, by reason of disability through natural causes or (injury), are permanently unable to avail themselves of all privileges of the Club or who, for reasons satisfactory to the Board, are unable to maintain their existing class of membership, and who have been placed on the list of Supernumerary Members by direction of the Board.
- (i) Reciprocal Members: “**Reciprocal Members**” are persons ordinarily resident outside Metro Vancouver, who, being members of a club with which the Club has reciprocal arrangements, have presented from the responsible person of such club an official letter of introduction to the General Manager or otherwise provided evidence of their membership satisfactory to the General Manager, and in the case where their temporary stay at the Club exceeds 30 days per year, have, in the discretion of the Board, during

their temporary stay in Metro Vancouver, been admitted to the privileges of the Club as the Board shall decide.

- (j) Military Members: “**Military Members**” are Members of the Club who are in active service or are veterans of active service. Admission to this category is at the discretion of the Board and in accordance with the Bylaws.
- (k) Spousal Members: “**Spousal Members**” are Spouses of a Resident or Non-Resident Member. Admission to this category is at the discretion of the Board and in accordance with the Bylaws. Fees, dues, charges, and special assessments payable or incurred by the Spousal Members, or assessed in respect of the Spousal Members, shall be the responsibility of, and charged to, the Member. Spousal Members do not vote.
- (l) Parental Leave Members: “**Parental Leave Members**” are Members who have requested and been granted a temporary exemption to payment of membership fees and dues on the basis that they will not be attending the Club Premises or using the services of the Club for a period of time while they care for young children. A Member may remain a Parental Leave Member for up to twelve months. Should both parents of a child be Members, the twelve month eligibility period applies jointly, and shall be divided as between the two Members as they may request. For clarity, designation as a Parental Leave Member does not excuse the Member from paying Special Assessments or any capital improvement fee.
- (m) Corporate Members: “**Corporate Members**” are Members who are employed in a senior executive capacity (such as CEO or President) by a corporation, partnership, or other business entity (the “**Sponsor**”) that has been granted permission by the Board in its discretion to put forward a representative for membership in the Club. The application fee payable by each Sponsor shall be determined at the discretion of the Board. Candidates for Corporate Members shall apply for and be considered for membership as provided for in the Bylaws. The Sponsor may transfer the membership of Corporate Members up to one time per year to a new representative, subject to that representative’s nomination being approved by the Board, in accordance with the Bylaws.
- (n) Affiliate Members: “**Affiliate Members**” are persons ordinarily resident outside Metro Vancouver, who, being members of a club with which the Club has determined is an affiliated club to the Vancouver Club, have presented from the responsible person of such club an official letter of introduction to the General Manager or otherwise provided evidence of their membership satisfactory to the General Manager and in the case where their temporary stay at the Club exceeds 30 days per year, have, in the discretion of the Board, during their temporary stay in Metro Vancouver, been admitted to the privileges of the Club as the Board shall decide.
- (o) Temporary Members: “**Temporary Members**” are individuals who have been admitted as temporary members by direction of the Board for a specific, time-limited purpose, such as for the hosting of an event at the Club and in the case where their temporary use of the Club exceeds 30 days per year, have, at the discretion of the Board, during their temporary use of the Club, been admitted to the privileges of the Club as the Board shall decide.

2.3 The Board may allow Members who join the Club under a membership category that is subsequently cancelled to stay in that category for such period of time that the Board so determines.

### **3. NOMINATION AND CONSIDERATION OF MEMBERSHIP**

- 3.1 Every candidate for membership (other than as Honorary Members, Temporary Members, Affiliate Members or Reciprocal Members) shall be proposed by one Member and seconded by another in a nomination in writing in such form as the Board may prescribe from time to time, signed by the candidate, the proposer and the seconder and received by the General Manager. Every nomination shall state the candidate's principal place of residence and shall contain the declaration of the proposer and seconder that they consider the candidate would in every way be a desirable Member, and the deposit required by Bylaw 6.9. If either the proposer or the seconder has known the candidate for less than two years, the nomination shall also be accompanied by references in the form adopted by the Board from time to time, signed by three Members of the Membership Committee, or one letter of reference from another reputable club acceptable to the Board in its sole discretion. Each Member who is acting as a proposer, seconder or reference must be a Member in good standing.
- 3.2 A Member may propose or second a candidate who is a relative, but both references for the candidate for membership shall not be a relative of the candidate.
- 3.3 If a proposer and/or seconder ceases to be a Member in good standing or desires to revoke the declaration made in accordance with Bylaw 3.1 before such applicant has been approved as a Member, which they may do subject to any regulations which the Board may prescribe at any time, then the subject nomination will be deemed to have been withdrawn.
- 3.4 A nomination for membership may be deferred without penalty by a candidate only once, following which the candidate shall lose any priority on the waitlist with respect to consideration of the candidate's nomination by the Board pursuant to Bylaw 3.6.
- 3.5 Every candidate for membership (other than as Honorary Members, Temporary Members, Affiliate Members or Reciprocal Members), shall be considered by the Board in the manner and priority set out in this Bylaw 3.5.
- (a) Each Member proposing a candidate for membership shall be responsible for mailing or emailing to the General Manager the duly executed nomination documents, reference forms or reference letter (if required), referred to in Bylaw 3.1.
  - (b) Management shall provide copies of the documents referred to in Bylaw 3.5(a) to the Membership Committee, which shall consider the candidate's nomination for membership.
  - (c) If applicable, the three Members who have signed the reference forms (letters) referred to in Bylaw 3.1 shall confirm that they continue to support the candidate's nomination.
  - (d) If applicable, after the positive confirmation of the three Members referred to in Bylaw 3.5(c) has been received by the Membership Committee, it shall report to the Board and the Board, unless the nomination has been withdrawn or rejected, shall approve the circulation of the name of the candidate for membership to the Members as provided in Bylaw 3.5(e).
  - (e) The name, occupation, and principal place of residence of the candidate, and the names of the candidate's proposer and seconder, and the candidate's references, if applicable, shall be published on the Club Website, and circulated to the Members by way of an email



with the subject line “**Proposed Members**” with a wait period of 21 days following the latter of the posting on the Club Website or the circulation of the email to the Members.

- (f) Any Member may object to a candidate’s nomination for membership within the 21 day period referred to in Bylaw 3.5(e), by making such objection known in writing to the Membership Committee or to the Board, and the Membership Committee and the Board shall carefully and seriously consider such objection.
- (g) Following the expiry of the 21 day period referred to in Bylaw 3.5(e), the Membership Committee shall make an appropriate recommendation to the Board in respect of a candidate, and the Board shall, upon receiving the recommendation, and upon considering the best interests of the Club, make a final determination on the candidate’s nomination.
- (h) A candidate’s nomination for membership must be rejected if opposed by a majority of the Directors at the meeting in which the candidate’s election is considered by the Board.
- 3.6 Subject to Bylaw 3.4, in the case of a waitlist, all candidates shall be considered by the Board in the order of the date on which their completed nominations are received by the General Manager.
- 3.7 The decision of the Board as to whether or not any candidate has been accepted shall be final and conclusive. The General Manager shall notify each candidate in writing of the Board’s decision within a reasonable time frame of the decision being made.
- 3.8 After election by the Board and upon payment of the balance of the applicable entrance fee and dues, a candidate shall become a Member with all privileges of membership attached to the class of membership to which such candidate was elected, including the use of the Club premises. Such candidate shall continue to hold such class of membership until changed as provided herein. On their election, each Member shall be provided with a printed copy of the Bylaws and House Rules, or will also be directed to the Bylaws and House Rules on the Club Website.
- 3.9 If a candidate is rejected by the Board, the candidate may not be nominated for membership again until twelve months have elapsed. A candidate cannot be nominated for election as a Member again if the Board has previously rejected such nomination twice.
- 3.10 With respect to the Corporate Membership Class of Members, the Board may in its discretion revoke a Sponsor’s status as a Sponsor. For greater certainty, any person who is a Corporate Member shall not have their status affected solely because their Sponsor’s status was revoked under this Bylaw.

#### **4. TRANSFERS TO OTHER CLASSES OF MEMBERSHIP**

- 4.1 A Non-Resident Member whose principal place of residence changes to be located within Metro Vancouver shall, within 30 days thereafter by notice in that regard given to the General Manager, apply to become a Resident Member. If the Member fails to comply with this Bylaw 4.1, such Member shall cease to be a Member at the expiration of 30 days after notice in writing is given to the Member by the General Manager requesting compliance. A Member who applies to become a Resident Member under this Bylaw 4.1 shall have priority for admission, in the event of a waitlist, based on the date on which such Member’s original completed nomination for membership in the Club, or the Predecessor Vancouver Club, the Georgian Club, the University Club was accepted. Until

becoming a Resident Member, the benefits and privileges of a Resident Member shall not be available to nor the dues in respect thereof be payable by such Member. Non-Resident Members will attest on an annual basis that her or his principal place of residence is outside Metro Vancouver.

#### 4.2 Diplomatic Members

- (a) Diplomatic Member who ceases to qualify as such in accordance with the Bylaws shall notify the General Manager in writing of that fact within 30 days of the date that they cease to so qualify, and shall cease to be a Member. A Diplomatic Member shall, at least annually, provide to the Club a written declaration of such Diplomatic Member's qualifications as a Diplomatic Member.
- (b) A present or former Diplomatic Member may apply to become a Resident Member or a Non-Resident Member, as applicable. The Board in its uncontrolled discretion shall decide whether or not the applicant may become a Resident Member or a Non-Resident Member. Should the Board approve the application, the present or former Diplomatic Member is responsible for any difference between their initial dues and the dues of the active membership category for which they applied as of the first day of the next month after approval of the application.

#### 4.3 Associate Members:

- (a) An Associate Member who ceases to qualify as such in accordance with the Bylaws shall notify the General Manager in writing of that fact within 30 days, and shall cease to be a Member 30 days after ceasing to so qualify. For greater certainty, a professor of a University who was an Associate member before March 2<sup>nd</sup>, 2022, only ceases to be an Associate Member if the professor ceases to be a professor after March 2<sup>nd</sup>, 2022. An Associate Member shall provide to the Club at least annually a written declaration of such Associate Member's qualifications as an Associate Member.
- (b) A present or former Associate Member may apply to become a Resident Member or a Non-Resident Member. An Associate Member who applies to become a Resident Member or a Non-Resident Member under this Bylaw shall have priority for admission, in the event of a waitlist, based on the date on which such Member's original completed nomination for Associate Membership was received and shall pay any difference between their initial entry fees and the current fees of the Resident or Non-Resident Member.

4.4 Subject to Bylaws 4.1 to 4.3, the class of membership of a Member shall not be changed without the approval of the Board.

4.5 The Board may, by unanimous decision, require a Supernumerary Member to revert to their former class of membership.

4.6 Subject to the review of such Spousal Member's entitlement to be a Member, a Resident Member with a Spousal Member in good standing may, no more than once a year, transfer to become a Spousal Member with said spouse then transferring to become a Resident Member. A sitting member of the Board is not eligible to transfer to spousal membership.

4.7 In the event of spousal separation and/or divorce, a Spousal Member shall cease to be a Spousal Member within 30 days of the finalization of the separation and/or divorce and shall provide the Club with a written declaration to such Spousal Member's change of status. However, in the event of spousal separation and/or divorce:

- (a) the following Membership classes can be deemed transferred for life to the departing spouse if the Member so declares: Resident Member, Non-Resident Member, Military Member (provided that the departing spouse also meets the requirements to be a Military Member); or
- (b) a Spousal Member can apply to become a Resident Member or Non-Resident Member or Military Member in accordance with the Bylaws. Such application will be considered by, and be in the discretion of, the Board.

4.8 A Spousal Member's membership may be terminated:

- (a) at any time by the Spousal Member in writing; or
- (b) if the Member whose spouse is the Spousal Member notifies the Club in writing with a written copy to her or his Spousal Member, that she or he is withdrawing from being responsible for the costs of her or his Spousal Member effective at a time not less than 90 days from sending the notice, then if the Spousal Member named in such notice has not been elected as a Member pursuant to the Bylaws within that 90 day period, the Board may vote by a two-thirds majority to notify (the "**Proposed Expulsion of Spousal Member Notice**") the Spousal Member that the Board wishes to expel the Spousal Member and advise the Spousal Member that she or he may make a written submission to the Board regarding the Expulsion within 30 days of the effective date of the Proposed Expulsion of Spousal Member Notice, and upon receipt of such submission, the Board shall determine by a vote of a two-thirds majority whether to confirm the Expulsion.

4.9 Subject to Bylaw 5.2, upon the death of a Member, if approved by the Board, a person who was a Spouse of a deceased Resident Member, Non-Resident Member, or Military Member at the time of such deceased Member's death may, subject to the approval of the Board, acting in its unfettered discretion, be afforded the membership of the deceased spouse, provided they pay the dues applicable to that category of membership.

## **5. PRIVILEGES OF MEMBERS**

5.1 Resident Members, Non-Resident Members, Military Members, Absentee Members, Life Members, Honorary Members, Supernumerary Members, Parental Leave Members, Corporate Members and Associate Members shall be entitled to all the benefits and privileges of membership including the right to vote.

5.2 Reciprocal Members, Diplomatic Members, Spousal Members, Temporary Members, and Affiliate Members shall be entitled to all the benefits and privileges of membership as a Resident Member, except that they shall be ineligible to be Directors or to vote as Members.

5.3 Every Member shall have the privilege of introducing guests to the Club. A Member shall not introduce a guest outside of a private event for a period or aggregate periods of more than 30 days in any one year.

5.4 While they are in the Club premises, guests must be accompanied by the Member introducing them, except that guests staying in the bedroom accommodation of the Club premises may enter and leave the Club premises and may take meals in the Club premises without being in the company of a Member. The Board in its absolute discretion may limit or extend privileges of introducing guests.

- 5.5 Any Member introducing a guest shall inscribe the name and address of the guest in the guest book or register the guest online at time of entry to the Club and shall be responsible for any debt incurred by such guest in the Club.
- 5.6 No person under the age of 13 years shall be introduced as a guest, except at advertised family events, without the prior written consent of the General Manager.
- 5.7 Any Member shall have the privilege of entertaining guests in the parts of the Club allowed for their use under the House Rules and at the times that the Board, in its absolute discretion, may designate from time to time.
- 5.8 A Member is not in good standing for so long as:
- (a) the Member's account is unpaid in accordance with Bylaw 10;
  - (b) a Fine is unpaid in accordance with Bylaw 19; or
  - (c) the Member is under suspension.
- 5.9 A Member who is not in good standing:
- (a) may not vote at a general meeting, and
  - (b) is deemed not to be a voting Member for the purpose of consenting to a resolution of voting Members; and
  - (c) may not serve on a committee.

## **6. ENTRANCE FEES**

- 6.1 Subject to Bylaws 6.2, 6.3, 6.6 and 6.7, the Board shall establish from time to time by ordinary resolution the entrance fees to be paid by each class of Members.
- 6.2 Honorary Members, Affiliate Members, Temporary Members, Reciprocal Members, Diplomatic Members, and Spousal Members shall not be required to pay an entrance fee.
- 6.3 The entrance fee for Resident Members, Corporate Members, Associate Members, Non-Resident Members, and Military Members shall be determined by the Board from time to time, in its uncontrolled discretion.
- 6.4 A Non-Resident Member who becomes a Resident Member under Bylaw 4.1 and an Associate Member who becomes a Resident Member under Bylaw 4.3 shall pay forthwith the entrance fee then in effect for a Resident Member less any entrance fee paid when the Member first became a Member.
- 6.5 A Non-Resident Member who was formerly a Resident Member, has maintained continuous membership, and whose principal place of residence changes to be located within Metro Vancouver shall not be liable to pay an additional entrance fee in order to be redesignated as a Resident Member.
- 6.6 The entrance fee for a Member who, at the date of their completed nomination to become a Resident Member or Non-Resident Member is received by the General Manager, is a son or daughter, a son-in-law or daughter-in-law, a stepson or stepdaughter, a grandchild or a step-grandchild, a godchild, a niece or a nephew of a Member, or of a person who

died being a Member or a member of any of the Predecessor Vancouver Club, the University Club or the Georgian Club, shall be 50% of the entrance fee for a Resident Member.

- 6.7 The entrance fee for a Member who, at the date of their completed nomination to become a Resident Member or Non-Resident Member is being, and has been mentored, by a Resident Member in a formal, documented mentorship relationship, or mentored within the same corporation or other organization for a period of not less than 5 years shall be 50% of the entrance fee for a Resident Member. Qualification in this category shall be subject to the approval of the Board, in its absolute discretion. A Member may only sponsor one Member under this section during the Member's lifetime.
- 6.8 The entrance fee for a Resident Member who is the Spouse of a Resident Member or Non-Resident Member shall be 50% of the regular entrance fee applicable to the Member.
- 6.9 Concurrently with filing her or his nomination, a candidate for membership as a Resident, Associate or Non-Resident Member shall pay a deposit on account of the entrance fee in the amount set by the Board from time to time. The balance of the entrance fee shall become payable forthwith after the date of such candidate's election to membership, at the rate in effect on that date or amortized according to current Club policy. If a candidate's nomination is withdrawn either before or after election to membership, the deposit may be refunded at the absolute discretion of the Board. If a candidate's nomination is rejected by the Board, the deposit shall be refunded.

## **7. MEMBERSHIP DUES AND ASSESSMENTS**

- 7.1 Members shall pay dues one month in advance. If a Member changes membership class after the beginning of a month, the newly applicable dues come into effect at the beginning of the following month.
- 7.2 Honorary Members, Supernumerary Members, Temporary Members, Affiliate Members, and Reciprocal Members shall be exempt from the payment of dues and assessments.
- 7.3 Subject to Bylaw 7.2, the Members shall establish from time to time by Ordinary Resolution at an Annual General Meeting or Special General Meeting the amounts of all dues and assessments payable by the Members.
- 7.4 If a Non-Resident Member uses the Club on more than 25 days in any one quarter, then for each month in such quarter she or he shall pay dues equal to those of a Resident Member.
- 7.5 The Sponsor of a Corporate Member shall pay dues monthly in advance provided however if the Corporate Member's Sponsor ceases to be a Sponsor under the Bylaws, the Corporate Member shall pay dues one month in advance.

## **8. RESIGNATION OF MEMBERS AND CEASING TO BE A MEMBER**

- 8.1 A person ceases to be a Member:
  - (a) by delivering a written resignation in accordance with Bylaw 8.2;
  - (b) upon death;

- (c) incapacity as determined in writing by a qualified medical doctor or an order of a court of competent jurisdiction and effective as of the receipt of the Club of such written determination; or
  - (d) upon being expelled from the Club.
- 8.2 Any Member in good standing may resign from the Club by providing written notice to the General Manager. Such resignation shall take effect immediately before the first day of the month next following receipt of such notice by the General Manager.
- 8.3 A former Member may apply for reinstatement. On receipt of such an application for reinstatement, the Board, in its absolute discretion, may reinstate the applicant on such terms and conditions as the Board may decide, including whether or not the former Member should provide an explanation for the resignation and a written application for reinstatement.

## 9. EFFECT OF CEASING TO BE A MEMBER

- 9.1 Any Member shall, upon ceasing to be a Member, forfeit all right to and claim upon the Club and its property and funds, and any Member who has been expelled under Bylaw 19 shall be ineligible for readmission as a Member unless specifically granted permission to re-apply by a resolution of the Board approved by at least two-thirds vote of the Board at the meeting or unanimously by written resolution and such request is at least 24 months after the effective date of the Member's Expulsion.

## 10. PAYMENT OF ACCOUNTS

- 10.1 Any requirement in Bylaw 10 to deliver a statement, document or written notice by mail, includes delivery by email.
- 10.2 Following the end of each month, the General Manager shall cause to be mailed promptly to each Member a statement of such Member's indebtedness to the Club and the amount thereof shall constitute a debt payable on or before the last day of the month following the month to which such indebtedness relates.
- 10.3 If any Member fails to pay any amount when due in accordance with Bylaw 10.2, the General Manager shall notify (the "**GM Overdue Notice**") the Member in writing that if the Member's account is not settled on or before the last business day of the month following the month that the GM Overdue Notice is sent (the "**Overdue Due Date**"), the Member shall cease to be in good standing. The Member's charging privileges will be suspended and they shall not be permitted to incur any further liability to the Club except dues and assessments until all overdue indebtedness is discharged.
- 10.4 If a Member (the "**Overdue Member**") fails to pay any indebtedness by the Overdue Due Date, the General Manager:
- (a) may send the Overdue Member's account to collection; and
  - (b) shall within 21 days of the Overdue Due Date notify in writing the Discipline Committee of the Overdue Member's financial relationship with the Club and for the purposes of Bylaw 19, the Chair of the Finance Committee, shall be deemed to be a Member who has made a Complaint against the Overdue Member.

- 10.5 The Board, in its absolute discretion, may readmit a former Member who has ceased to be a Member pursuant to:
- (a) Bylaw 8.1(c) provided that the Board determines that for the purpose of joining the Club, the Member is legally capable;
  - (b) Bylaw 8.1(d) provided that the provisions of Bylaw 9.1 are complied with;
  - (c) Bylaw 8.2; or
  - (d) Bylaw 10.4 upon payment of any arrears and all dues accrued since the date of ceasing to be a Member;

If so determined by the Board, the membership of a readmitted Member shall be deemed not to have been interrupted by Expulsion and the date of Expulsion shall be erased from the Members record of account.

- 10.6 Members shall pay two plus one-half percent compounding per month on all overdue accounts and pay such amounts monthly which equals 34.50% per annum compounded annually.

## **11. BOARD**

### 11.1 Composition:

- (a) The Board shall consist of 12 Directors who are Resident Members in good standing, are at least 22 years of age, plus the Immediate Past President.
- (b) At each Annual General Meeting, the Members entitled to vote for Directors shall elect such number of Directors, as is necessary to fill the vacancies in the Board and who shall be elected to hold office for an Elected Term.
- (c) Subject to Bylaw 11.1(e), effective 1 day after the 2022 Annual General Meeting, no Member may be voted in, by either the Members or the Board, as a Director, if she or he has been a Director for three consecutive Elected Terms that includes the most recent completed Elected Term.
- (d) If a Member who previously acted as a Director wishes to again be considered for election to the Board, she or he may re-apply to be a Director after a period of one (1) Elected Term, from the Annual General Meeting that she or he ceased to be a Director.
- (e) Notwithstanding any provision of the Bylaws, no Member may be voted in, by either the Members or the Board, as a Director if she or he has been a:
  - (i) Director for over 12 Board Years; or
  - (ii) President.
- (f) A Director automatically ceases to be a Director in the event of the Director:
  - (i) becoming an undischarged bankrupt;

- (ii) becoming subject to a Court Order of Committee or similar Court Order confirming that the Director is not capable of managing her or his financial affairs;
  - (iii) being convicted of an indictable offence, or an offence related to fraud, embezzlement, sexual assault, domestic assault, harassment or assault on a minor;
  - (iv) ceasing to be a member of the Club; or
  - (v) being suspended from the Club as a Member for a consecutive period six months or greater.
- (g) The Board may determine by a resolution consented to by at least a Supermajority of Directors, all of whom are acting in good faith, that another Director has an Undisclosed Conflict of Interest.
- (h) The Board may remove or suspend a Director if such removal or suspension, as the case may be, is approved by a resolution consented to by at least a Supermajority of Directors, all of whom are acting in good faith, if a Director:
  - (i) has missed four Board meetings;
  - (ii) has been charged with a criminal indictment;
  - (iii) ceases to be a Member in good standing;
  - (iv) refuses to sign the Board Agreement;
  - (v) is determined by the Board to have violated the Conflict of Interest Rules of the Bylaws applicable to Directors or the Conflict of Interest Rules set out in the Act; or
  - (vi) is determined by the Board to be in an Undisclosed Conflict of Interest for a period of over 30 days since being advised by the Board that such Director has been resolved to be in an Undisclosed Conflict of Interest.
- (i) The Board may suspend a Director from the Board if such suspension is passed by a two-thirds majority of the Board acting in good faith, during any period of time that the Director has been suspended as a Member from the Club.
- (j) The Board may, at any time and from time to time, appoint by a vote approved by the majority of the Board a Resident Member as a Director to fill a vacancy that arises on the Board pursuant to this Bylaw or as a result of the death of a Director during such Director's remaining term of office. Any person elected under this Bylaw shall serve (the "**Partial Term**") until the expiration of the Elected Term of the Director who is replaced. For greater certainty, a Partial Term does not constitute an Elected Term when determining if a Member may be elected as a Director, President or Vice-President.
- (k) Any one or more Directors may be removed from office by Special Resolution passed at a general meeting of the Members; and at such meeting the Members may, by Ordinary Resolution, fill any vacancy so created.



11.2 Basic Rules For Directors:

- (a) A Director shall not be personally employed by or be under contract for services with the Club for any purpose. For greater certainty, this bylaw does not bar the Club retaining the services of a business entity that may be associated with a Director provided that the Director has otherwise complied with the Bylaws.
- (b) The Club shall not remunerate a Director for being or acting as a Director or Officer.
- (c) The Club shall promptly reimburse each Director for all expenses necessarily and reasonably incurred while engaged in the affairs of the Club.
- (d) Within 60 days of each Annual General Meeting, each Director shall sign the Board Agreement.

11.3 Conflicts of Interests:

- (a) Subject to the Act, a Director must disclose fully and promptly to the other Directors the nature and extent of any direct or indirect material interest such Director may have in:
  - (i) a contract or transaction, or a proposed contract or transaction of the Club; or
  - (ii) a matter that is or is to be the subject of consideration by the Directors, if that interest could result in the creation of a duty or interest that materially conflicts with that Director's duty or interest as a director of the Club,and any such Director shall:
  - (iii) abstain from voting on a Directors' resolution or consenting to a consent resolution of Directors in respect of a contract, transaction or matter described at this Bylaw; and
  - (iv) leave the Directors meeting, if any, when the contract, transaction or matter is discussed (unless asked by the other Directors to be present to provide information) or voted upon, and shall refrain from any action intended to influence the discussion or vote.

A disclosure by a Director of her or his interest in respect of a contract, transaction or matter described in this Bylaw shall be evidenced by way of inclusion in the minutes of a meeting of Directors, a consent resolution of Directors, or by way of any other written documentation addressed and delivered or mailed to the Club at its registered office.

- (b) In addition to the obligation of each Director to disclose a conflict of interest under the Act or the Bylaw above, a Director will be deemed, for the purposes of the Bylaws and the Act, to be in a conflict of interest, or an undisclosed conflict of interest, as the case may be, if such Director has been determined by the Board pursuant to Bylaw 11.1(h) to be in an Undisclosed Conflict of Interest.
- (c) For greater certainty, if a Director would normally be included in quorum of a meeting, then a Director in a conflict of interest is still included in quorum during the meeting that deals with the substance of the conflict of interest.

11.4 Director Liability and Indemnification:

(a) Subject to the Act, no Director is liable for:

- (i) the acts, omissions or defaults of any other Director;
- (ii) any loss or expense incurred by the Club by reason of the insufficiency or deficiency of title of any property acquired for or on behalf of the Club;
- (iii) the insufficiency or deficiency of any security in or upon which any of the money of the Club is invested;
- (iv) any loss or damage arising from the bankruptcy, insolvency or wrongful act of any person with whom any of the money, securities or other property of the Club is deposited;
- (v) any loss caused by any error of judgment or oversight on the Director's part; or
- (vi) any other loss or damage which arises from the execution of the duties of the Director

unless such loss or damage was caused by the Director's own dishonesty or wilful misconduct.

(b) Subject to the Act, a Director who:

- (i) votes for a resolution passed at a meeting of Directors, or
- (ii) consents to a consent resolution of Directors

authorizing a distribution, contrary to Act or the Bylaws, of money or other property are jointly and severally liable to restore to the Club any money or other property that is so distributed and not otherwise recovered by the Club.

- (iii) Subject to the Act, the Club must indemnify each Director and former Director of the Club and their heirs and personal representatives against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by such Director in a civil, criminal or administrative action or proceeding in which the Director is a party by reason of being or having been a Director of the Club, including an action brought by the Club if:
  - (A) The Director acted honestly and in good faith with a view to the best interests of the Club; and
  - (B) In the case of a criminal or administrative action or proceeding, the Director had reasonable grounds for believing the conduct was lawful.
- (iv) To the extent permitted by the Act, all costs, charges and expenses incurred by a Director with respect to any claim, action, suit or proceeding may be advanced by the Club prior to the final disposition thereof, in the

discretion of the Board, and upon receipt of an undertaking satisfactory in form and amount to the Board by or on behalf of the recipient to repay such amount unless it is ultimately determined that the recipient is entitled to indemnification hereunder.

- (v) The Club and each Director are deemed to have contracted upon the terms of the foregoing indemnities.
- (vi) The failure of a Director to comply with the provisions of the Act, the Constitution or the Bylaws does not invalidate any indemnity to which she or he is entitled to under the Bylaws.
- (vii) The Club shall purchase and maintain insurance for the benefit of any or all Directors, Officers, employees or agents against personal liability incurred by any such person as a Director, Officer, employee or agent.

#### 11.5 Board Meetings:

- (a) The President shall act as chair of all Board meetings and shall undertake all such other duties as shall normally fall to the office of the President.
- (b) The Secretary shall take minutes of Board meetings, and failing the Secretary, such person as the chair of the meeting appoints shall take minutes of the Board meetings.
- (c) In the absence of the President, the Vice-President shall assume all of the duties of the President.
- (d) If a Board meeting takes place without the President or Vice-President, the Directors present shall elect a chair of the meeting.
- (e) The Board shall meet regularly on a day and time to be fixed from time to time by the Board, on reasonable notice, to, among other things:
  - (i) Transact current business;
  - (ii) To receive the accounts of the preceding month or applicable period;
  - (iii) To approve the minutes of previous meetings;
- (f) Special meetings of the Board may be called by the President. The President must cause notice of Board meetings to be given including a reasonable agenda, and the statement of the President that notice has been given is sufficient evidence notice was given. Any deficiency in the giving of notice of a Board meeting, in the absence of bad faith, does not invalidate proceedings at that meeting.
- (g) Any five Directors may notify the Secretary to call a special meeting of the Board meeting and upon receipt of such notice, the Secretary shall call the requested meeting.
- (h) Subject to the chair's approval acting reasonably, Directors may participate in a meeting by telephone, video conference, or other form of communication.
- (i) The quorum of Directors for any Board meeting is five Directors.

- (j) If a quorum of Directors is not present at a meeting of the Board, the meeting shall be adjourned to another day, time and place within one week of the adjourned meeting. If at the continuation of the adjourned meeting a quorum is not present within 10 minutes from the time set for holding the adjourned meeting, the Directors present shall constitute a quorum for that meeting.
- (k) The Board shall, during each Board meeting, approve the minutes of any previous Board meeting whose minutes are not approved and if there is any objection to the proposed minutes, the approval of such minutes may be reserved for consideration at the next regular or special meeting of the Board.
- (l) Each Director has one vote. In the event of a tie, the chair of the meeting shall have a second or casting vote.
- (m) The Board may pass a Director's resolution without a meeting if all of the Directors consent to the resolution either in writing or by such other electronic means as may be determined by the Board.
- (n) All votes shall be by show of hands, including a hand icon in the event of a video participant, and by verbal confirmation from those on audio communication only, unless any Director requests a poll.
- (o) A declaration by the chair of a Board meeting that a resolution has been passed and an entry to that effect in the minutes is sufficient evidence of that fact without proof of the number or proportion of votes in favour or against such resolution.

#### 11.6 Board Powers:

In addition to and without in any way limiting the effect of the powers granted to the Board throughout the Bylaws, the Board may exercise all such powers and do all such acts and things as the Club may exercise and do, and which are not by the Bylaws or by statute or otherwise lawfully directed or required to be exercised by the Members in an Annual General Meeting or Special General Meeting, but nevertheless subject to the provisions of all laws applicable to the Club, the Constitution, and the Bylaws. However, provided that the Club has a General Manager, the Board shall not actively manage the operations of the Club. Without limiting the generality of the foregoing, the Board shall have the power to:

- (a) Supervise the management of the activities and internal affairs of the Club;
- (b) Engage, discharge and set and vary the terms of employment of all employees and contractors of the Club;
- (c) Make and alter House Rules for the regulation of the affairs and conduct of the Club and the enjoyment of the benefits thereof, provided they are not inconsistent with the Constitution and the Bylaws;
- (d) Fine, Suspend and Expel Members as set out in the Bylaws;
- (e) Draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments or make provision therefor;

- (f) Subject to the provisions of the Act and the Bylaws, for the purpose of carrying out the objects of the Club, borrow or raise without pledging the Club's real estate in any manner, the payment of money in such manner and upon such terms and conditions in all respects as the Board thinks fit, and in particular by the issue of debentures or any mortgage, charge or other security on the whole or any part of the property or assets of the Club, both present and future, including all fees or membership dues now or hereafter due or payable to the Club. The Board may not authorize a mortgage, debenture or any other form of secured lending using the Club's real estate as collateral unless authorized in advance by a Special Resolution;
- (g) Authorize all expenditures in connection with the Club's affairs;
- (h) In the name of the Club, bring or defend any legal proceedings on behalf of or in the interests of the Club for any purpose whatsoever;
- (i) Decide finally and conclusively all questions relating to the residence or place of business of any Member or candidate for membership;
- (j) Administer all the affairs of the Club, including without limitation, fix the tariff of prices and charges, arrange modes of payment of accounts and make rules with regard to the use of Club premises;
- (k) Cause the Club from time to time to enter into reciprocal arrangements with other clubs for the exchange of privileges and to cancel such arrangements, and cause a list of the clubs with which such arrangements are in force to be maintained;
- (l) Determine from time to time which other clubs will be considered affiliate clubs for purposes of admitting Affiliate Members and cause a list of all such affiliate clubs to be maintained;
- (m) Levy and determine the time and method of payment of, and the calculation of, any dues or assessments payable by the Members if such dues or assessments, and the amount thereof, have been approved by ordinary resolution;
- (n) Extend privileges to Spouses as set out in the Bylaws, terminate such privileges, and make and alter House Rules with respect to such Spouses;
- (o) Appoint a General Manager and determine the terms of her or his engagement as it thinks proper, delegate to the General Manager such powers and duties of the Board as the Board may determine in its absolute discretion and, if the position of General Manager should become vacant, appoint an acting General Manager;
- (p) Constitute committees including their terms of reference, duration, and composition to assist in the operation of the Club; and
- (q) Set the fiscal year of the Club.

## **12. OFFICERS AND THE EXECUTIVE**

- 12.1 The Officers of the Club shall be the President, Vice-President, Chair of the Finance Committee and Immediate Past-President.

- 12.2 The Board shall at its first meeting after the Annual General Meeting elect by resolution a President, a Vice-President, a Secretary and the Chair of the Finance Committee from the duly elected Directors with the election presided over by the Chief Returning Officer or a Scrutineer designated for that purpose. A Director may only be considered for the role of President or Vice-President if she or he has been voted in as a Director for her or his second or third consecutive Elected Term that includes the most recently completed Elected Term.
- 12.3 The Immediate Past-President shall continue, ex officio, as a Director and such term of office shall terminate at the Annual General Meeting held next after ceasing to be President.
- 12.4 If the President, Vice-President, Secretary or Chair of the Finance Committee dies, or becomes unwilling or unable to act or continue to act during her or his term of office, the Board shall elect a replacement or replacements, as the case may be, from the remaining members of the Board.
- 12.5 If the Immediate Past-President dies, or becomes unwilling or unable to act or continue to act during her or his term of office, the Board shall leave such vacancy vacant.
- 12.6 No act or proceeding of the Board is invalid by reason only that, at the relevant time, the Club has no Immediate Past-President or the Immediate Past-President is unable or unwilling to serve as a Director.
- 12.7 All or any of the President, the Vice-President, the Secretary and the Chair of the Finance Committee may be removed from office by Special Resolution passed at a general meeting of the Members; and at such meeting the Members may, by Ordinary Resolution, fill any vacancy so created.
- 12.8 The President, Vice-President, Chair of the Finance Committee and Immediate Past-President shall comprise the Executive Committee.
- 12.9 The Board shall determine the terms of reference, duties and reporting obligations of the Executive Committee.
- 12.10 The President may, with notice to the Board, assign particular projects or reports or similar tasks to one Board member.

### **13. GENERAL MANAGER**

- 13.1 The General Manager shall perform all duties prescribed by the Bylaws and assigned by the Board from time to time or at any time.
- 13.2 The General Manager shall have general control and superintendence of the Club operations and staff subject to the Bylaws and to such directions and to such terms of engagement as may be established from time to time by the Board.
- 13.3 The General Manager shall maintain the Members List, attend at all general meetings, keep on file copies of all letters written and/or electronic communication received by the General Manager relating to the affairs of the Club, keep custody of all books and records of the Club, gather and be entitled to receive information upon all subjects connected with the business of the Club, and draw up reports and keep regular accounts of the official concerns of the Club.

- 13.4 The General Manager shall submit to the Board monthly, or such other period of time as determined by the Board, financial statements with a financial report.
- 13.5 The General Manager shall have the right to delegate any of the duties and responsibilities of the General Manager under the Bylaws to such person or persons in the General Manager's administration as the General Manager may determine from time to time.

#### **14. OPERATIONS**

- 14.1 **Mandatory Financial Disclosure:** The Board shall direct the preparation of and approve annual fiscal budgets for:
- (a) All operational revenues and expenses (the "**Operational Budget**"); and
  - (b) Capital asset improvement, maintenance and replacement (the "**Capital Budget**")
- 14.2 **Capital Spending Plan:** The Board shall develop and update every 5 years a 20 year capital spending plan based upon a duly prepared capital replacement report issued by a qualified person.
- 14.3 **Periodic Reporting:**
- (a) The Board shall:
    - (i) receive and approve all periodic financial reports prepared by Management;
    - (ii) determine if the periodic reporting shall be monthly, or another time period;
    - (iii) determine, in addition to comparative information including current and year-to-date budget amounts, such other content of the periodic reporting to be provided by Management under this Bylaw.
  - (b) Management shall report to the Board any Material Negative Variance to revenue, expense and resulting profit. A "Material Negative Variance" means a negative variance that is greater than 20% of the same amount as set out in the applicable budget. Management's report under this Bylaw shall include suggested corrective action for the Board to consider.
- 14.4 **Operational and Capital Budget:** Operational and Capital Budgets are based on best estimates and future activities, and there may be times when the applicable budget requires an update in the fiscal period. The Board may approve an updated budget for the remaining portion of the fiscal period.
- 14.5 **Borrowing Powers:** The Board shall receive borrowing powers as approved by membership.
- 14.6 The Board shall, at least annually, determine the spending authority of the General Manager and General Manager's direct reports.
- 14.7 **Annual Financial Reporting:** The Board shall present annual financial statements, duly audited, to the membership at the AGM.

## **15. COMMITTEES**

15.1 In addition to any committee established by the Board, the President and Vice-President may jointly establish any committee by setting out in writing the:

- (a) Composition of the committee;
- (b) The Terms of reference of the committee;
- (c) The Duration of the committee;

Provided that any committee so created must report to the Board if the Board so directs and must report to the Board at the conclusion of such committee's tasks.

15.2 The Standing Committees shall be permanent committees whose chair reports to the Board both at and before each Board meeting, shall be chaired by a Director and shall have their composition and terms of reference set within 30 days of each Annual General Meeting.

15.3 All committees, other than the Standing Committees, may be disbanded by the Board in its discretion.

15.4 No committee may commit the use of the Club's premises or facilities except for use by the Members and guests.

15.5 The President and Vice-President shall be ex-officio members of all committees. The President is a voting member of all Committees.

15.6 The chair, and failing the chair, any vice-chair, may invite or exclude any guest from a committee meeting, and shall determine the time, place, agenda and process of such committee meetings.

## **16. CLUB RECORDS**

16.1 The Club will keep its records at its registered office in the case of records not in electronic form. For records in an electronic format, said records will be available for inspection by means of a computer or other electronic technology at the Club's registered office.

16.2 A Director of the Club may, without charge, inspect the records of the Club. A member of the Club may, without charge, inspect the records of the Club as authorized by the Board, subject to Bylaw 16.3.

16.3 The Board may restrict member access to accounting records and records of Directors' meetings if a majority of the Board considers such release of information to be prejudicial to the interests of the Club, the record was taken in camera or is privileged, or the information relates to third parties whose privacy interests require protection.

## **17. ANNUAL GENERAL MEETING / SPECIAL GENERAL MEETINGS**

17.1 The Annual General Meeting shall be held on such date in each year as may be determined by the Board in accordance with the provisions of the Act.

17.2 At least 28 days and not more than 60 days before the Annual General Meeting, the General Manager shall cause a notice of the time and place of such meeting and all of the



business to be transacted thereat to be posted on the Club notice board and on the Club Website. At least 14 days and not more than 60 days before the Annual General Meeting, the General Manager shall mail a copy of such notice to each Member qualified to vote and to the auditor.

- 17.3 Any Member who desires to propose a resolution or resolutions for consideration at an Annual General Meeting (other than by way of amendment to a motion otherwise properly before the meeting) shall give in writing the text of the resolution or resolutions at least 40 days before the date of the meeting, or not more than seven days after notice of meeting, whichever is later, to the General Manager notice thereof containing the names of the mover and seconder and the text of the resolution or resolutions at least 40 days before the date of the meeting, and the General Manager shall cause such notice to be posted on the Club notice board forthwith and, if the President so directs, shall mail the same or a summary thereof to each Member qualified to vote.
- 17.4 At least 14 days before the Annual General Meeting, the General Manager shall cause to be mailed to each Member and the auditor the financial statements required by the Act, the report of the auditor thereon, the report of the Board to the Members and any further information required by the provisions of the Act.
- 17.5 The Board may at any time call a special general meeting and the Board shall do so without delay upon the written requisition of 10% or more of the Members entitled to vote. The requisition shall state the purpose of the meeting, be signed by the requisitionists and be delivered or sent by registered mail to the Club.
- 17.6 At least 14 days before any special general meeting, the General Manager shall cause a notice of the time and place of such meeting and all of the business to be transacted thereat to be posted on the Club notice board and to be mailed to each Member qualified to vote and to the auditor.
- 17.7 The accidental omission to give notice of a general meeting to, or the non-receipt of a notice by, any Member entitled to receive notice does not invalidate proceedings at that general meeting.
- 17.8 No business other than that of which notice has been given shall be transacted at any general meeting.
- 17.9 A quorum for the transaction of business at any general meeting shall consist of 25 Members present in person or by a video-link. If a special general meeting is convened upon the requisition of Members in accordance with Bylaw 17.5 and a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting shall be dissolved. In any other case, if a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or such other place and time within the following seven to 10 days as the Members present determine by a majority and direct Management to email to all Members entitled to be at the general meeting and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the Members who are present in person shall constitute a quorum.
- 17.10 At all general meetings, the President or, if the President is absent, the Vice-President or, if both are absent, a Member elected by the meeting, shall take the chair.

- 17.11 Every Member qualified to vote shall be entitled to one vote and, in case of an equality of votes, the chair shall not have a second or casting vote. Voting by proxy is not permitted.
- 17.12 Any general meeting may be adjourned to any time and from time to time, but no business may be transacted at any adjourned meeting other than the business left unfinished at the original meeting from which the adjournment took place. Notice of an adjourned meeting need not be given.
- 17.13 All meetings including meetings of Members shall be organized and conducted according to Robert's Rules of Order to the extent such Rules are not inconsistent with the Bylaws.
- 17.14 Subject to Bylaw 17.15, any requirement in Bylaws 17.2, 17.3, 17.4 and 17.6 to deliver a document or documents by mail includes both delivery by e-mail and delivery by posting the document or documents on the Club Website and notifying the Members of such posting by e-mail.
- 17.15 The General Manager shall, prior to delivering any document to a Member pursuant to Bylaw 17.14, mail such Member a notice outlining the delivery methods provided for in Bylaw 17.14 and providing such Member an opportunity to opt in or out of electronic delivery. If a Member opts out of electronic delivery, the General Manager must mail any document required to be delivered pursuant to Bylaws 17.2, 17.3, 17.4 and 17.6.
- 17.16 If a Member does not opt out of electronic delivery, the General Manager may deliver any document to such Member pursuant to Bylaw 17.14. A Member may at any time notify the General Manager that she or he no longer wishes to receive documents by electronic delivery and the General Manager shall, after receipt of such notice, mail any document required to be delivered pursuant to Bylaws 17.2, 17.3, 17.4 and 17.6 in accordance with the laws of British Columbia and Canada.

## **18. ELECTIONS TO THE BOARD**

- 18.1 The Nominations & Elections Committee will appoint a Chief Returning Officer and two Scrutineers for each election. The Chief Returning Officer has been delegated formal authority over the election process by the Board of Directors, including the interpretation of, and monitoring adherence to, the nominee and candidate rules and code of conduct. (collectively the "**Election Process**").
- 18.2 The Nominations & Elections Committee will annually appoint a third-party contractor of electronic voting services and, where deemed appropriate, an independent auditor to provide specific services, as determined by the Board, in relation to an election.
- 18.3 A board candidate questionnaire, nominees and candidate rules and code of conduct will be published annually for all Members to consider as part of the Election Process.
- 18.4 In submitting one's name for nomination, every Nominee and Board Candidate acknowledges and agrees that all decisions regarding the Elections Process will be made by the Chief Returning Officer. A Member may appeal the decision (the "**CRO Decision**") of the Chief Returning Officer made under this Bylaw by emailing [board@vancouverclub.ca](mailto:board@vancouverclub.ca) to the attention of the Chair of the Nominations and Elections Committee within 72 hours of the effective time of the CRO Decision. The decisions of the Nominations & Elections Committee with respect to the CRO Decision is final, and not subject to further Candidate appeal.

- 18.5 Nominees and Board Candidates failing to comply with and follow the nominee and candidate rules and code of conduct are subject to consequences, including disqualification and disciplinary action as set out in the Bylaws. Without limiting the generality of the foregoing, Members will not engage in, endorse, or enable acts of disparagement or disrespect towards a Nominee or Board Candidate. A Member who engages in conduct of this manner is subject to disciplinary action, including disqualification from running for the Board if such Member is a Board Candidate.
- 18.6 In order to be considered for election to the Board, Nominees and Board Candidates must be a Member for three years and be in good standing for the year immediately prior to the applicable notice of election, and abide by the nominee and candidate rules and the code of conduct for the election, as defined by the Nominations & Elections Committee.
- 18.7 Nominations for Directors shall be submitted in writing to the General Manager not later than 24 days prior to the Annual General Meeting, shall state that the nominee consents to such nomination, and be signed by two or more Members in good standing, and include a completed candidate questionnaire and signed nominee and candidate rules and code of conduct.
- 18.8 The Nominations & Elections Committee will confirm the eligibility of all Nominees and submit the final list of candidates to the Board of Directors.
- 18.9 The General Manager shall forthwith post the name or names of the Nominees' final list of eligible Board Candidates on the Club notice board and on the Club Website and such names shall not be removed from the Club Website without the consent of the Board and the Chief Returning Officer.
- 18.10 If there are more Board Candidates than the number of forthcoming vacancies on the Board, voting for the Directors shall be conducted by electronic means in accordance with Bylaw 18.11.
- 18.11 The Directors may establish rules for the conduct of Director elections by electronic means, including by online voting through the Club Website, provided such rules allow Members reasonable access to voting and ensure the confidentiality, security and integrity of the voting process.
- 18.12 If a Director election is held by electronic means, a Member may request a paper ballot, in accordance with the process set out in the notice of the Annual General Meeting sent to the Members pursuant to Bylaw 17.2, in which case the General Manager shall mail, or if so requested by the such Member, hand deliver, a paper ballot to such Member and such Member may vote for the Directors by completing the ballot form received from the General Manager, placing it in the envelope marked 'Ballot Paper', sealing that envelope, placing it in the outer envelope addressed to the General Manager and sealing the outer envelope, inserting the Member's name and signature in the spaces provided on the back of the outer envelope, placing the outer envelope in a third envelope and either mailing that envelope prepaid or delivering it by hand so that it is received by the General Manager not later than 48 hours before the Annual General Meeting. Such ballots shall be delivered to the duly appointed scrutineers to be consolidated with the votes received by electronic means. In the event that a Member submits a paper ballot in addition to her or his electronic vote, the Member's paper ballot will not be counted.

18.13 The persons elected by ballot as Directors, or in the event of a ballot not being required the persons nominated for the said positions, shall be declared elected at the Annual General Meeting.

18.14 If there are an insufficient number of nominations for Directors, the vacancies may be filled by the Board after the Annual General Meeting.

## 19. INFRACTIONS OF BYLAWS OR RULES

19.1 Making a Complaint:

(a) A Member may make a complaint against another Member alleging a breach of the Bylaws or the House Rules (the “**Breach**”). As well, a staff member may make a complaint against a Member alleging that the Member has engaged in conduct contrary to the Harassment in the Workplace Policy of the Club, as may be amended from time to time (the “**Contrary Conduct**”).

(b) Allegations of a Breach by a Member must be made within one month from the alleged Breach and shall be delivered to the General Manager, with a copy to the Board and the Chair of the Discipline Committee.

(c) Complaints alleging Contrary Conduct by a staff member against a Member must be made within a period of three months from the alleged Contrary Conduct and such complaints shall be delivered to the Club’s human resources supervisor, or the General Manager with a copy to the Chair of the Discipline Committee.

19.2 Within 21 business days of receiving a Complaint, the Discipline Committee will hold a Discipline Committee meeting to consider the Complaint and to make a recommendation as to whether Disciplinary Proceedings should be pursued and, if they are going to be pursued, the Discipline that should be sought.

19.3 A resolution by the Discipline Committee to recommend Disciplinary Proceedings against a Member requires the approval of at least 75% of the Discipline Committee members who were at the Discipline Committee meeting referred to in Bylaw 19.2.

19.4 A recommendation of the Discipline Committee to pursue Disciplinary Proceedings must be communicated to the Board within 21 business days of the Discipline Committee meeting referred to in Bylaw 19.2, and in order for such recommendation to be acted upon, it must be ratified by nine members of the Board at the next Board meeting.

19.5 If Disciplinary Proceedings are being pursued against a Member (a “**Respondent Member**”), then within 21 business days of the Board ratifying the recommendation of the Discipline Committee in accordance with Bylaw 19.4, the Board must notify the Respondent Member in writing of the Complaint and provide the following:

(a) a summary of the Complaint;

(b) the proposed Discipline;

(c) the reasons of the Board;

(d) at least 21 days notice to provide any written submissions that the Respondent Member may wish to make; and

- (e) at least 28 days notice to attend at a Board meeting to make oral submissions to the Board (the “**Disciplinary Review**”)  
(collectively, “**Disciplinary Notice**”).
- 19.6 If the Board determines that Disciplinary Proceedings could include a Suspension or, alternatively, an Expulsion, then the Disciplinary Notice given by the Board to the respondent Member must also have a copy of the Complaint, including any supporting materials provided by the Complainant, all without redaction. For clarity, in such circumstances, the name of the Complainant must be provided to the Respondent Member.
- 19.7 Within 21 days of receiving a Disciplinary Notice, the Respondent Member will elect to attend or not to attend the Disciplinary Review. In the event the Respondent Member elects to attend the Disciplinary Review, the Respondent Member will concurrently notify the Board as to whether attendance will be in person or virtual (i.e. by telephone or video).
- 19.8 Immediately after the Disciplinary Review, the Directors in attendance at the Disciplinary Review will make a reasoned determination as to whether to Discipline the Respondent Member (the “**Decision**”) based solely on the Complaint submitted by the Complainant and any written and, or alternatively, oral submissions made by the Respondent Member.
- 19.9 A Decision to Discipline a Respondent Member can be passed by no less than a Supermajority of the Board.
- 19.10 Notice of the Decision, the reasons supporting the Decision and the consequences of the Decision will be provided to the Respondent Member no later than five business days after the Disciplinary Review (collectively, “**Notice of the Decision**”).
- 19.11 If the Decision is to impose a Fine on the Respondent Member, the Respondent Member will have 30 days from the date of Notice of the Decision to pay the Fine.
- 19.12 If the Decision is for a Suspension of the Respondent Member, the Respondent Member’s Suspension will take effect from the date of Notice of the Decision and will continue for the period so determined by the Board. During the period of Suspension, the Respondent Member must continue to pay monthly dues and assessments.
- 19.13 If the Decision is for an Expulsion of the Respondent Member (now a “**Former Member**”), the Expulsion will take effect from the date of Notice of the Decision and the date of Expulsion of a Member shall be entered in the Member’s record of account. The Former Member will remain responsible, and liable to the Club, for all charges on the Former Member’s account, including monthly dues and assessments charged or incurred to the date of Expulsion. The Former Member will not be entitled to a refund of entrance fees, monthly dues or assessments.
- 19.14 Bylaws 19.1 – 19.13, Bylaw 4.8, and the provisions of the Act relating to Discipline are a complete code. Disciplinary proceedings and decisions cannot be taken or made except in strict accordance with the Bylaws and the Act.

**20. AUDIT**

- 20.1 The Members shall appoint an auditor at each Annual General Meeting to hold office until the next Annual General Meeting, whereupon the auditor may be reappointed or a successor auditor appointed.
- 20.2 No Director or employee of the Club may be appointed auditor.
- 20.3 Auditors must be duly licensed by the Chartered Professional Accountants of British Columbia.

**21. AMENDMENT OF BYLAWS**

- 21.1 The Bylaws may not be repealed, altered or added to except by Special Resolution.

**22. SEAL**

- 22.1 The seal of the Club shall not be affixed to any instrument except by authority of a resolution of the Board or of the Members, and it shall be affixed as may be prescribed in and by such resolution or, if no persons are prescribed by the resolution, in the presence of:
- (a) the President and Vice-President;
  - (b) the President or Vice-President and one other Director; or
  - (c) in the absence of both the President and Vice-President, in the presence of two Directors;
- and such persons shall sign every instrument to which the seal of the Club is so affixed.

**23. DISSOLUTION OF THE SOCIETY**

- 23.1 Notwithstanding section 3 of the Constitution, if the society is wound up and dissolved the assets remaining after all debts have been paid or provided for shall be paid, transferred or delivered to the Vancouver Foundation in trust for the benefit of Simon Fraser University and the University of British Columbia. The Vancouver Foundation shall hold the assets, shall keep the same invested and shall pay the net income delivered therefrom in equal portions to Simon Fraser University and to the University of British Columbia to be used for such of the duties, functions and purposes of those two universities as their respective boards of governors, in their respective absolute discretion, shall decide.