

THE HAVILAND CLUB INC.

BY-LAWS

Effective as of May 30, 2016

Revised September 26, 2016

Further revised October 3, 2016

Further revised January 16, 2017

Further revised June 12, 2017

Further revised March 2022

Further revised June 2023

The following By-Laws of the Haviland Club Inc (1997) (hereafter “the Club”) have been approved by the Executive according to Article 11.1 of the Club’s constitution.

ALL CLUB MEMBERS and MEMBERS OF THE EXECUTIVE MUST READ THE BY-LAWS AT LEAST ONCE A YEAR TO FAMILIARIZE THEMSELVES WITH ITS CONTENTS.

THE BY-LAWS ARE ON THE CLUB WEBSITE AVAILABLE TO ALL.

BY-LAWS

The following By-Laws of the Haviland Club (hereafter “the Club”) have been approved by the Executive according to Article II.I of the Club’s constitution.

1. HOURS OF OPERATION

The Executive shall from time to time establish the Hours of Operation of the Club, and post same on the Club’s bulletin board.

2. CLASSES OF MEMBERSHIP

2.1 Life Membership

Definition: This class of membership shall entitle the holder to regular privileges of the Club including the right to nominate for office, to vote on any motion with the exception not to hold office.

Eligibility: The criteria for life membership are that the individual must be (a) a regular member of the Club for at least ten (10) continuous years, b) and has made an important contribution to the development of the Club. The granting of a Life Membership shall be submitted by the Executive to the Membership by electronic communication at least thirty (30) days prior to, and voted upon at, the Annual General Meeting of the Club. The number of active Life Members at any time shall not exceed FIVE (5) in number.

2.2 Annual Membership

Definition: This class of membership entitles the holder thereof to all rights and privileges of the Club.

2.3 Non-PEI-Resident Membership

Definition: This class of membership shall entitle the holder/person to all rights and privileges of the Club with the exception of holding office.

Eligibility: This class of membership includes a person(s) whose principal residence is **not** PEI and is a seasonal resident of PEI for the period 1 April to 30 September.

2.4 Couple Membership category was abolished by Executive decision on June 19, 2023

2.5 Investment Club Membership or Corporate was abolished in June 2021 By executive decision

- 2.6 Not-for-Profit Group Membership (NFP)
Definition: This class of membership permits use by the not-for-profit organization of Haviland facilities at membership rental rates. * new Benefit approved by Executive June 2023. Members of the Executive Board of the NFP group can purchase drinks at the Bar at Members prices. No other rights or privileges of the Club apply to individual members of such an organization.

3. MEMBERSHIP FEES

- 3.1 The fiscal year of The Haviland is **October 1 to September 30.**
- 3.2 Membership Fees are due by the beginning of each Club fiscal year being October 1. The period for all members to renew their membership is October 1 to the day of the Annual General Meeting in November. **It is understood by all members** this to be the period of formal notification by social media through the Club electronic newsletter for formal notification renewal of yearly club fees. The day after the AGM, any membership payments will be considered unpaid/late. **Termination of Membership for non payment is formalized on 30 November.** The Club does not send notification by postal service for financial cost reasons.
- 3.3 Individuals who join the Club for the first time as new members can avail themselves of a prorated membership fee on 1 April for the remaining portion of the fiscal year during which the individual will be a member 1 April to 30 September. This applies **only** to such individuals who have **never been** full members. Individuals who are past members but are late paying renewal fees and saw their membership cancelled will pay membership fees in full if they wish to renew.
- 3.4 The Membership fees shall be reviewed and set annually by the Membership Chair in consultation with the President, the Treasurer and presented to the Executive for discussion. The Membership Chair will present his/her report on changes to the fees at the AGM.
- 3.5 Only members in good standing who have paid in full their Annual Membership fees prior to the opening of the Annual AGM can attend, participate and vote at the AGM.

4. APPLICATION FOR MEMBERSHIP

- 4.1 All applications for membership shall be made either via the Club Website electronically and paid electronically or in writing upon the prescribed form. Each application shall be accompanied by a payment corresponding to the fees of the class of membership sought by the applicant.
- 4.2 Upon receipt of a valid application, the Membership Chair shall post a copy of the application in the Bar Room for a period of two weeks. Members may read the application during this time and register any concerns **in writing** regarding the applicant's admission with the Club President and the Membership Chair.
- 4.3 At the completion of two weeks, the Membership Chair shall take down the application and shall present it at the next meeting of the Executive where a vote will determine whether or not the applicant will be accepted for membership. The vote shall be taken and four (4) votes favouring rejection shall be sufficient to cause the application to be refused. All applicants shall be notified as to their disposition by the Membership Chair via email within ten (10) days of the meeting. In the event that a membership application is rejected, then any fees paid will be returned in full to the applicant.

5. CLUB NEWSLETTER

- 5.1 The Club President shall designate a person to prepare **weekly** a Club Newsletter to be distributed to members by electronic means and ⁸posted on the Club Website for the record. The Newsletter **should** be prepared weekly and published on Sunday of each week.
- 5.2 The Newsletter could/can include remarks from the President and a calendar of upcoming Club functions and events. In addition, it may include information concerning members, the various Club Committees as well as general messaging to the membership as deemed necessary by the Editor of the Newsletter in consultation with the President.

6. DISCIPLINE

- 6.1 Any complaint about the conduct of a member shall be put into writing and delivered to the President or Club Manager. The Club Manager shall forthwith provide any complaints received to the President.
- 6.2 The President, upon receipt of such a complaint, will provide a copy of the complaint to the Member with a direction that the Member provide a written explanation of the conduct to the President within ten (10) days of receipt of the notification.
- 6.3 Upon receipt of the response, the President shall convene a meeting of the Executive to discuss the nature of the complaint and the response received. The Executive shall, upon considering all evidence, impose such penalty as it deems appropriate including a reprimand, suspension, or expulsion. For purposes of these bylaws, the following definitions shall apply:
- "Reprimand"* – a communication to a member, either verbal or in writing, that the conduct of a Member is unacceptable and outlining the consequences in the event the conduct should recur;
- "Suspension"* – the temporary removal of Club privileges from the member.
- "Expulsion"* – the permanent removal of Club privileges from a member.
- 6.4 The President may suspend all Club privileges of the member charged pending the investigation and final determination.
- 6.5 In the event that a guest of a member committed the infraction, both the guest and member shall be held accountable.
- 6.6 The Executive may in its discretion cause particulars of the offence, the decision as to guilt, and the penalty, to be posted on the Club Bulletin Board for a period not exceeding one month.
- 6.7 Members shall be held responsible for the repair or replacement of damaged property where the property has been damaged by the Member or his/her guest.
- 6.8 In the event that the actions of any member, guest or tenant results in the Club being fined for any provincial or municipal by-law infraction, the party causing the action shall carry the financial responsibility of paying any fine imposed. The party causing the action shall be deemed to be the Member if a guest of the member causes the action.

- 6.9 Members who have been suspended may rejoin the Club at the expiration of the suspension period without reapplying for membership. Members who have been expelled shall be required to reapply for membership.
- 6.10 The responsibility for maintaining decorum and ensuring compliance with all rules and regulations rests with the Club Manager. In the absence of the Club Manager, the bartender shall carry this responsibility. If neither the Club Manager nor a bartender is present, then the key holder who provided access to the Club shall carry this responsibility.

7. GUESTS

- 7.1 Any member in good standing may introduce any person as a Guest at any time but **not** when an exclusive Member only function or event takes place. There should not be any exception to this rule.
- 7.2 Members shall be, at all times, directly responsible and liable for the conduct of their guests. Guests shall only be permitted on Club premises while accompanied by a sponsoring member. The departure of the member implies the departure of the guest immediately. In other words they must arrive together and depart together.
- 7.3 Any guests may attend general Club nights no more than three (3) times per fiscal Club year. Otherwise, any further visits can only take place if said guest joins the Club as a full member. There will be no exception to this rule.

8. COMMITTEES

- 8.1 Committee Chairs are members-at-large of the Executive as permitted by s.5.2.I of the Club Constitution.
- 8.2 The Committee Chairs may form sub-committees or appoint co-chairs to assist with the duties of the committee. For greater certainty, those individuals who sit on subcommittees or act as co-chairs do not form a part of the Executive.
- 8.3 A Committee Chair who is unable to attend an Executive Meeting may appoint a designate to attend in his/her place. That designate shall have all of the rights, duties and obligations of the Committee Chair.

- 8.4 A majority vote of the Executive may authorize the removal of a Committee Chair at any time. In the event of such a removal, the Executive shall have the authority to appoint a replacement Committee Chair to act until the next Annual Meeting. The person so appointed shall become a voting member of the Executive.
- 8.5 Should a Chair position become vacant during the year for whatever reason then the Executive shall have the authority to fill the position from within the membership for an interim period until the next Annual Meeting. The person so appointed shall become a voting member of the Executive.
- 8.6 The **House Committee** shall be responsible for the physical condition and care of the Club premises, indoor and outdoor and grounds. It shall oversee all repairs and renovations and shall ensure that the general environment is maintained at the highest of standard. The Chair shall have the authority to make all repairs to the building in consultation with the President and the Club Manager as required. A limit on the discretionary amount to be disbursed by the Chair is \$1000, any amount higher needs approval of the Executive.
- 8.7 The **Membership Committee** shall investigate each new application and advise the Executive as to the eligibility of the applicant and shall take such action as prescribed in the By-Laws to ensure the application is considered in a timely manner. It shall maintain a sufficient supply of application forms, membership cards and Club brochures. It shall be responsible for all updates of the Membership Board and shall maintain an accurate roll of members.
- 8.8 The **Entertainment and Games Committee** shall be responsible to develop and implement all formal entertainment activities for Club members. All Members are encouraged to bring their proposals to the Chair of this Committee for consideration.
- 8.9 The **Fundraising Committee** shall be responsible for all fundraising initiatives undertaken by the Club including defining the fundraising priorities for approval by the Executive, organizing and tending to all details required by the fundraising initiative, liaising with the Club Manager and accountant to ensure appropriate accounting procedures are in place to support the fundraising initiative, and reporting to the Executive on the outcome of the fundraising initiative.
- 8.10 The **Pond Committee** - The Executive has assigned the operations of the Pond in Suffolk, to a group of Haviland Club members known as, The Suffolk Pond Committee. Uses of the pond include fishing, hiking, hunting, boating, kayaking, BBQ, picnics, and organized social events.

- 8.10.1 The committee shall raise sufficient revenue to offset expenses in relation to the operations of the pond facility and creation of a windup reserve fund.
- 8.10.2 The committee shall maintain a complete listing of physical Assets.
- 8.10.3 The committee shall report monthly through the Pond Chair, on the operations of the pond, and submit an Annual Report and Financial Statements to the Club Executive and to all members during the AGM.
- 8.10.4 The committee shall maintain a set of User Rules to be followed by Pond Members and their Guests.
- 8.10.5 The committee shall ensure the appropriate insurance coverage is maintained for the pond property and provide proof of such to the President and Executive.
- 8.11 The Pond Fiscal year and Membership renewal period follows the same time-period as the Haviland Club Fiscal Year (October 1 to September 30).
- 8.12 Each Committee shall prepare and submit at the first Executive meeting held after an Annual Meeting an outline of the events or activities in which the Committee plans to engage, and an approximation of the net cost or benefit to the Club for those events or activities.

9. Executive Meeting Procedure

- 9.1 The Club Constitution in s.5.2.1 defines the Club Executive as four (4) officers [President, Vice President, Secretary and Treasurer] and six (6) members at large.
- 9.2 The six members at large of the Executive shall be composed of:
- (a) the Chair of the House Committee;
 - (b) the Chair of the Membership Committee;
 - (c) the Chair of the Entertainment and Games Committee;
 - (d) the Chair of the Fundraising Committee;
 - (e) the Chair of the Pond Committee;
 - (f) one individual elected from the membership at large.
- 9.3 Various non-voting members also attend Executive Meetings including, without limiting the generality of the foregoing, the Immediate Past President and the Chair of the Board of Trustees.

- 9.4 The President shall at the commencement of any Executive Meeting ascertain which members present have voting privileges at the Executive and which members do not.
- 9.5 Only those participants at any Executive meeting who have voting privileges may move and second motions, and vote on motions.
- 9.6 Club Members may attend any Executive meetings that are not being held *in camera*. Members attending are observers only unless asked to participate by the President.

10. Key Control

- 10.1 Only Club members may purchase and use a key to the Club. Fee to obtain a key is \$10.
- 10.2 The Club Manager shall maintain a ledger outlining all individuals who have a key to the Club including (a) date key was obtained; (b) person to whom key provided; (c) receipt of payment of \$10; and (d) date key returned.
- 10.3 Upon a key holder ceasing to be a member, it shall be the responsibility of the Membership Chair to retrieve the key from the member and note in the ledger that the key has been returned.

11. Club Rentals

- 11.1 Club rental rates shall be as outlined on Appendix "A" hereto. They shall be posted on the Club bulletin board.

12. Club Manager

- 12.1 A Committee chaired by the President and composed of the Vice-President, and Treasurer, shall approve the hiring, set the annual remuneration and salary increases and benefits to the position of Club Manager in keeping with the inflation rate and general cost of living in PEI. The Executive may voice opinions and suggestions during the process itself.
- 12.2 The Club Manager comes under the direct supervision of the Club President and reports to the Club President. The Job description for the position of Club Manager is established by the committee described in 12.1. Annual appraisal is prepared and written by the

Club President. Salary increases and benefits are established by the said committee and reviewed each year in keeping with the provisions of the Club operational Budget and rate of inflation.

- 12.3 Notwithstanding the content of the Club Manager job description, it shall be the responsibility of the Club Manager:
- (a) to manage all rental events held at the Club.
 - (b) to meet clients and have rental contracts prepared in writing on a standard contract form and ensure prompt payment by clients.
 - (c) to collect rental income from the apartment located on the third floor of the Club building, and report to the President and the Treasurer in the event of any nonpayment of rent. Or any incident by the tenant that may compromise the Club's reputation or legal standing.
 - (d) to make liquor purchases for the Club and do a control of liquor inventory. This also applies to all other supplies for the Club.

13. Apartment Oversight

- 13.1 The House Committee Chair shall be responsible for the maintenance of the physical premises of the apartment and ensure that it is kept in a condition in accordance with City By-Laws and fire safety established by the Fire Marshall of Charlottetown.
- 13.2 The Club Manager with the House Chair shall be responsible for managing the day-to-day Landlord and Tenant relationship and conduct inspections of the apartment at a minimum twice a year.
- 13.3 All decisions as to the landlord/tenant relationship shall be made in keeping with the rules established by IRAC by the President, Vice-President and the House Chair in consultation with the Club Manager including any eviction decision.
- 13.4 All yearly rental increases will be based on IRAC annual allowable rental increase. The increases will be automatic to ensure that the rental of said apartment remains profitable to the Club.
- 13.5 The annual rent for the apartment shall be posted and dated and kept by the Club Manager and can be shown to the Executive or Trustees upon request.
- 13.6 Failure by the tenant to pay rent on the first of the Month will be immediately recorded and the Executive notified. Following the established IRAC procedures, the tenant will be

notified to pay immediately owing rent. Failure to comply by the Tenant will lead to eviction procedures to be initiated by the House Chair and the Executive.

14. Rental Deposit

All rental contracts of any room shall require a 50 percent deposit at the time of booking, and the balance shall be due 72 hours or 3 days prior to the event. Failure to follow this rule by the renter will void the rental contract. **No late payment or payment after an event is authorized in the case of NON-Members.** This rule does not apply to Members of the Club.

- 14.1 If a Non-Member rents **one room but in the course of the rental event utilizes other rooms in the house, they will be charged automatically for the use of other rooms.**

15. Cleaning Surcharge & Damage Deposit for Non-Members

All rental contracts by non-members shall require a **\$100 non-refundable** security payment toward **cleaning costs** and **damages** without exception.

Note: The Club Manager shall determine whether a renter qualifies for the members or the non-members rate. Any dispute with the established rental charges should be made in writing explaining the reasons for questioning the rental fee and be brought to the attention of the Club Treasurer and President or Vice-President.