

# **CONSTITUTION**

## **Taylor Range Country Club Limited**

Under Corporations Act 2001 (Cth)

Approved 23<sup>rd</sup> March 2014

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## 1. NAME OF CLUB

### 1.1 The name of the Club is Taylor Range Country Club Limited (the Club).

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this Constitution, unless the contrary intention appears:

**"The Act"** means the Corporations Act 2001 (Cth);

**"Board"** means the body managing the Club and consisting of the Directors;

**"Company Register"** means a register of Shareholders kept in accordance with the Act;

**"Constitution"** means this Constitution of the Company;

**"Director"** means a Member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution;

**"Financial Year"** means the year expiring on the 30th Day of September each and every year;

**"General Meeting"** means the annual or any special General Meeting of the Club;

**"Life Member"** means a person who, in the unanimous opinion of the Board at the time, rendered extraordinary services to the progression of the Club's Objects and who has been elected a Life Member in a formal Board motion;

**"Member"** means a registered, financial Member of the Club who is at least 18 years of age;

**"De-facto couple"** means a couple are not legally married to each other or in a civil union with each other, are not related by family, and have a relationship as a couple living together on a genuine domestic basis;

**"Intellectual Property"** means all rights subsisting of copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Company or any activity of or conducted, promoted, or administered by the Company in Queensland.

**"Registered or Nominated Member"** means a person who lives at the same address as a Shareholder, is nominated as a member by a Shareholder on payment of the appropriate fee, and includes persons under 18 years of age.

**"Provisional Member"** means a person who has been approved under the Club's application process for membership and is waiting for the formal transference of a share in the Company by the Board.

**"Objects"** means the Objects of the Club in **clause 3**.

**"Register"** means a register of Members kept and maintained in accordance with **clause 6**.

**"Shareholder/s"** is a class of Member who is a registered holder of any share or stock in the Company.



**“Short Term Members”** shall mean persons who have been approved under the Club’s application process to use the Club’s facilities for 3 months without the necessity of purchasing a share.

**“Seal”** means the common Seal of Taylor Range Country Club Ltd.

**“Special Resolution”** means a Special Resolution defined in this Constitution.

## **2.2 Interpretation**

In this Constitution:

- (a) A reference to a function includes a reference to a power, authority, and duty;
- (b) A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) Words importing the singular include the plural and vice versa;
- (d) Words importing any gender include the other genders;
- (e) References to persons include corporations and bodies politic;
- (f) References to a person include the legal personal representatives, successors, and permitted assigns of that person;
- (g) A reference to a statute, ordinance, code, or other law includes Regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) A reference to "writing" shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form, including messages sent by electronic means.

## **2.3 Limited Liability**

The liability of members is limited.

## **2.4 Replaceable Rules**

The provisions of the Act, which act as replaceable rules, are applicable if expressly mentioned within this Constitution.

## **2.5 Severance**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

## **2.6 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

### **3. POWERS AND OBJECTS OF THE CLUB**

Solely for furthering the Objects, the Club has the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

The Objects of the Club are the successful provision of high quality, safe, hygienic and affordable opportunities for family based recreation and sport within the community of Brisbane in the western suburbs, in order to:

- Add value to the effective return Shareholder's receive for the payment of their annual subscription;
- Promote the feeling of community within local suburbs;
- Retain a piece of open space within the local community for recreational use; and
- Provide part and full time employment opportunities for members of the local community.

### **4. SHAREHOLDERS AND MEMBERS**

#### **4.1 Shares under Control of Board**

All shares shall be ordinary shares and, subject to the provisions of this constitution, shall be under the control of the Board.

A Shareholder must be a natural person and shall not hold more than one share jointly or directly. A married, civil union, or de-facto couple or a parent and his or her children, may hold one share jointly. Where joint ownership applies, only one vote per share may be exercised at a General Meeting.

#### **4.2 Certificates**

The Certificate of Title to shares shall be issued under the Seal of the Company.

#### **4.3 One Certificate shall be issued for each share**

One certificate shall be issued without payment when a new Shareholder is registered. Every certificate shall be distinguished by any appropriate number, which shall be recorded in the register of members and shall state:

- (a) The name of the Company and the Corporations Act 2001 (Cth) under which it is constituted;
- (b) The address of the registered office; and
- (c) The number and nominal value and the class of the share in respect of which it is issued and the extent to which the share is paid up.

#### **4.4 Certificate Lost or Destroyed**

If a Share Certificate or other document of title is lost, defaced or destroyed, a duplicate may be issued by the Company upon payment of an appropriate sum as determined by the Board.

#### **4.5 The Members of the Club shall consist of:**

- (a) Shareholders who, subject to this Constitution, have the right to the use of Club facilities as determined by the Constitution, to receive notice of General Meetings, and to be present, to debate and to vote at General Meetings, and to nominate, on payment of an appropriate fee, other persons living at their home address as Registered Members; and

- (b) Provisional Members who, subject to this Constitution, have applied for membership, been approved by the membership sub-committee, and are awaiting the formal agreement of transference of a share by the Board; and
- (c) Registered Members who, subject to this Constitution and on nomination by a Shareholder, shall have the right to the use of Club facilities as determined by the Constitution; registered members over 18 years of age shall be eligible, with written permission of the Shareholder, to hold the position of Director; and
- (d) Short Term Members who, subject to this Constitution and on nomination by the Board and payment of the appropriate fees, shall have the right to the use of Club facilities for a period of three months without the requirement to purchase a share. In general, this class of membership should be available only once to a person or family and any request for a second short term membership shall be dependent on approval by the Board; and
- (e) Life Members who, subject to this Constitution shall have the right, along with their spouse or de facto partner, to the use of the Club facilities as determined by the Constitution without payment of a fee. Life Members have the right to attend and speak at General Meetings as observers, but, not being Shareholders, do not have the right to vote.

## **5. MEMBERSHIP APPLICATIONS AND SHARE TRANSFERS**

### **5.1 Application to become a Shareholder**

An application to become a Shareholder must be:

- (a) In writing on the form prescribed from time to time by the Board, from the applicant or its nominated representative and lodged with the Club. The form shall state the full name, address, and occupation of every applicant and such other information as the Board may from time to time determine, including details of proposed Nominated Members residing at the address of the Shareholder; and
- (b) Accompanied by the appropriate fee (if any).
- (c) The process for the handling of applications will be determined by the Board and may be altered from time to time to meet the requirements of the business.

Applications to become a Shareholder shall be presented to the Board for approval at its first meeting held after receipt of the application. Approval of applications will be decided by a majority vote of the Board members present providing a quorum is present.

Applicants waiting for formal approval by the Board shall become provisional members.

## 5.2 Transfers to Provisional members

A person desiring to transfer a share to any person other than his spouse or child shall give notice to the Club and nominate the price required for the sale of their share. The Club will offer the share at the nominated price to persons whose names appear on the Club's waiting list in the chronological order of their registration.

Where a person on the waiting list refuses to purchase a share at the price offered, provided the share price requested is no higher than 15 % of the average price for recently purchased shares, the refusal to purchase shall cause removal from the waiting list with loss of any waiting list fees.

Where the Club refuses to register a transfer of any shares, the Club shall, within one month of the date of lodgement of the transfer, send notice to the transferee of the refusal and refund all appropriate fees.

## 5.3 Application for Short Term Membership

An application to become a Short Term Member must be:

- (a) In writing on the form prescribed from time to time by the Board, from the applicant or its nominated representative and lodged with the Club. The form shall state the full name, address and occupation of every applicant and such other information as the Board may from time to time determine, including details of all persons residing at the one address who are proposed to be eligible to use the Club's facilities; and
- (b) Accompanied by the appropriate fee (if any).

The process for the handling of applications will be determined by the Board and may be altered from time to time to meet the requirements of the business.

## 5.4 Discretion to Accept or Reject Application

The Club may accept or reject an application whether the applicant has complied with the requirements of **clause 5.1** and **clause 5.3** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection

Where the Club accepts an application, the applicant shall become a Member of the type determined by the Board. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable; or

Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

## 5.5 Renewal of Membership

Shareholders have the duty to pay their subscriptions as set by the Board. Payment arrangements must be in place by the due date and in accordance with the procedures set down by the Club in the Regulations from time to time.

## 5.6 Transfer to be Stamped

Every instrument of transfer shall be presented to the Company duly stamped and accompanied by the Certificate of the shares to be transferred. When registered, the instrument of transfer shall be retained by the Club.

### **5.7 Right to Decline to Register Shares**

The Board may, in its absolute discretion, decline to register any transfer of a share which is not fully paid or on which the Company has a lien. A share may be transferred by a Member to their spouse or child.

### **5.8 Deemed Membership**

All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.

## **6. REGISTER OF MEMBERS**

### **6.1 Club to Keep Company Register**

The Club shall keep and maintain a Company Register in which shall be entered (as a minimum):

- (a) The full name, address and date of entry of each Shareholder; and
- (b) Where applicable, the date of termination of membership of any Shareholder.

Shareholders shall provide notice of any change and required details to the Club within one month of such change.

### **6.2 Club to Keep Membership Register**

The Club shall keep and maintain a Membership Register as an adjunct to the Company Register, in which shall be entered (as a minimum):

- (a) The full name, address, and date of entry of each Member; and
- (b) Where applicable, the date of termination of membership of any Member.

Members shall provide notice of the required details or any change to the required details to the Club within one month of such change.

### **6.3 Inspection of Company Register**

Having regard for the Act, confidentiality considerations, and privacy laws, an extract of the Company Register, excluding the address or other direct contact details of any Shareholder, shall be available for inspection (but not copying) by Shareholders, upon reasonable request.

### **6.4 Use of Registers**

Subject to the Act, confidentiality considerations, and privacy laws, the Registers may be used to further the Objects, in such a manner as the Board considers appropriate.

## **7. EFFECT OF MEMBERSHIP**

### **7.1 Rights of Shareholders**

Shareholders acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Club and that they and any of their Nominated Members are bound by this Constitution and the Regulations;
- (b) They and their Nominated Members shall comply with and observe this Constitution and the Regulations and any determination, resolution, or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) The Constitution and Regulations are necessary and reasonable for promoting the Objects of the Club;
- (d) They and their Nominated Members are entitled to all benefits, advantages, privileges, and services of Club membership, including use of the Club facilities for themselves and their guests, subject in all respects to the rules made from time to time by the Board; and
- (e) Ownership of a share obliges the Shareholder to pay a subscription fee as determined from time to time by the Board.

### **7.2 Rights of Provisional Members**

The Board may allow, at its discretion, provisional members to use the facilities of the Club upon payment of the same or such part of the subscription applicable to Shareholders as the Board may determine.

### **7.3 Rights of Short Term members**

Short Term Members acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Club and that they and any persons listed under their membership are bound by this Constitution and the Regulations;
- (b) They and any persons listed under their membership shall comply with and observe this Constitution and the Regulations and any determination, resolution, or policy that may be made or passed by the Board or other entity with delegated authority;
- (c) The Constitution and Regulations are necessary and reasonable for promoting the Objects of the Club; and
- (d) They and any persons listed under their membership are entitled to all benefits and services of Club membership, including use of the facilities of the Club subject in all respects to the rules made from time to time by the Board.

## **8. DISCONTINUANCE OF MEMBERSHIP**

### **8.1 Notice of Resignation**

A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club;

Once the Club receives a notice of resignation of membership, it must make an entry in the appropriate Register to record the date on which the Member ceased to be a Member.

## **8.2 Forfeiture and Surrender of Shares**

Non-payment of calls, fees, or subscriptions that are applied at the discretion of the Board shall result in forfeiture of the shares on which the monies are owed;

- (a) If any Shareholder fails to pay the amount owing by the due date, the Board shall arrange a Notice of Intent to force the forfeiture of the share;
- (b) The Notice shall name a date not less than fourteen (14) days duration on or before which the monies owing are to be paid;
- (c) Failure to pay by the date of Notice shall result in the forfeiture of the share to the company;
- (d) The Board may accept the surrender of any share by way of compromise of any question as to the holder being properly registered in respect thereof; and
- (e) Any share so surrendered may be disposed of in the same manner as a forfeited share.

## **8.3 Sale of Surrendered or Forfeited Shares**

Shares that are surrendered to the Club or forfeited for any reason shall be deemed to be the property of the Club and the Board may authorise the sale of the share in such manner and price as they see fit; and

Where less than twelve (12) months has elapsed from the date of forfeiture or surrender of the share, any residue remaining after satisfaction of the unpaid fees due on that share, shall be paid to the person forfeiting, his executors, administrators, or assigns.

## **8.4 Expulsion of Member**

The Board may call upon any member who:

- (a) Continues to act in breach of the Constitution or rules (after having been cautioned in writing by the Board); or
- (b) Has demonstrated behaviour which is unseemly or offensive or unbecoming of a member of the Club

to show cause why he, she, or they should not be expelled from the Club.

The notice to show cause is to include detail of the situation, which has caused the action of the Board. The member receiving the notice may reply in writing within fourteen (14) days from the date of the notice.

Upon receipt of the Member's reply to the notice to show cause, or the passage of twenty one (21) days, the Board may resolve to:

- (c) Take no further action; or
- (d) Place the member on probation for a defined period. Should a probation period be accepted by the member, the member acknowledges that any further activity in breach of this Constitution or behaviour deemed unseemly, offensive, or unbecoming will result in the automatic expulsion of the member from the Club; or

- (e) Where the member concerned is a Shareholder, give the member an option to resign prior to expulsion. If the Shareholder submits a resignation in writing to the Board, the Board will act as the agent of the resigned Shareholder to facilitate the sale of the Shareholder's share at a price within 15% of the average of recent share sales. The proceeds of this sale, minus any costs incurred by the Club in relation to the sale, will be made available to the member; or
- (f) Expel the member.

### **8.5 Forfeiture of Share of Expelled Shareholder**

Upon the passing of any resolution by the Board expelling a Shareholder member, the share held by the expelled Shareholder shall be forfeited and all Nominated Members associated with the share shall no longer be eligible to use the Club's facilities

### **8.6 Discontinuance through Death**

In the case of the death of a Shareholder member, the executor or administrator of the deceased member shall be the only person recognized by the Company as having any title to the share registered in the name of said member.

### **8.7 Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, will forfeit all rights in and claims upon the Club and its property, and shall not use any property of the Club, including Intellectual Property. Any Club documents, records, or other property in the possession, custody, or control of that Member shall be returned to the Club immediately.

## **9. DISCIPLINE**

The Board may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

- (a) Breached, failed, refused, or neglected to comply with a provision of this Constitution, the Regulations, or any resolution or determination of the Board or any duly authorised Board; or
- (b) Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club; or
- (c) Brought the Club, or any other Member, into disrepute.

That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties, and the appeal mechanisms of the Club set out in the Regulations.

The Board may appoint a Judiciary Board to deal with any disciplinary matter referred to it. Such a Judiciary Board shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

## **10. SUBSCRIPTIONS AND FEES**

The annual membership subscription (if any) and any fees or other levies payable by Members to the Club and the time for and manner of payment shall be determined by the Board.



## **11. EXISTING DIRECTORS**

The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next annual General Meeting following such adoption of this Constitution. After this general meeting the positions of Directors shall be vacated, filled, and otherwise dealt with in accordance with this Constitution.

## **12. POWERS OF THE BOARD**

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Board. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members and the communities in local suburbs.

## **13. COMPOSITION OF THE BOARD**

### **13.1 Composition of the Board**

The Board shall comprise twelve elected Directors who must all be Shareholders or Nominated Members and who shall be elected under **clause 14**.

### **13.2 Election and Appointment of Directors**

The elected Directors shall be elected under **clause 14**.

### **13.3 Portfolios**

The Board may allocate portfolios to Directors.

## **14. ELECTED DIRECTORS**

### **14.1 Nominations for the Board**

Nominations for elected Director positions shall be called for forty-eight (48) days prior to the annual General Meeting. When calling for nominations, details of qualifications and job descriptions, if any, for the positions shall also be provided. Qualifications and job descriptions shall be determined by the Board from time to time.

### **14.2 Form of Nomination**

Nominations must be:

- (a) In writing;
- (b) On the prescribed form (if any) provided for that purpose;
- (c) Certified by the nominee (who must be a Member) expressing his or her willingness to accept the position for which he or she is nominated; and
- (d) Delivered to the Club not less than thirty-five (35) days before the date fixed for the annual General Meeting.

### 14.3 Elections

If the number of nominations received is equal to the number of vacancies to be filled, or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote at the annual General Meeting.

If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 14.3 (a)**, the positions will be deemed casual vacancies under **clause 15.1**.

If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Board.

Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.

### 14.4 Term of Appointment for Elected Directors

Directors elected under **clause 14** shall be elected for a maximum term of three (3) years. Subject to provisions in this Constitution relating to early retirement or removal of Directors and the rotational requirements of Clause 14.4(b), elected Directors shall remain in office from the conclusion of the annual General Meeting at which the election occurred until the conclusion of the third annual General Meeting following.

Four (4) elected Directors shall retire in each year.

The sequence of retirements under **clause 14.40** to ensure rotational terms shall be determined by the Board. If the Board cannot agree, it will be determined by lot.

Retiring Directors may offer themselves for re-election.

## 15. VACANCIES ON THE BOARD

### 15.1 Casual Vacancies

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified members. Any casual vacancy may only be filled until the next Annual General Meeting at which the casual appointee must stand for election as one of the four Directors requiring election.

### 15.2 Grounds for Termination of Director

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) Dies;
- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under a law relating to mental health;
- (d) Resigns his office in writing to the Club;

- (e) Is absent without the consent of the Board from meetings of the Board held during a period of six months;
- (f) Holds any office of employment with the Club without the written approval of the Board;
- (g) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (h) In the opinion of the Board (but subject always to this Constitution):
  - (i) Has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
  - (ii) Has brought the Club into disrepute
- (i) Is removed by Shareholders' Resolution (simple majority); or
- (j) Would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

### **15.3 Board May Act**

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act. However, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum.

## **16. MEETINGS OF THE BOARD**

### **16.1 Board to Meet**

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A Director may convene at any time a meeting of the Board within a reasonable time.

### **16.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall be deemed a determination of the Board for all intents and purposes. All Directors shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

### **16.3 Resolutions Not in Meeting**

A resolution in writing that has been signed or assented to by a publicly available form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors;

Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the Directors is not physically present at the meeting, provided that:

- (a) All persons participating in the meeting are able to communicate with each other effectively, simultaneously, and instantaneously, whether by means of telephone or other form of communication;
- (b) Notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that Directors are not required to be present in person;

If a failure in communications prevents **clause 16.30** from being satisfied by the number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 16.30** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned;

Any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there present. If no Director is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **16.4 Quorum**

At meetings of the Board, the number of Directors whose presence is required to constitute a quorum is three (3).

#### **16.5 Notice of Board Meetings**

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence), not less than fourteen (14) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such a meeting.

#### **16.6 Chairperson**

The Board shall appoint a Chairperson from among its number. The Chairperson shall be the nominal head of the Club and the staff reporting line shall be assigned only to the Chairperson. The Chairperson shall act as chair of any Board meeting or General Meeting at which he is present and fulfil the role of Club President on any necessary occasion. If the Chairperson is not present, or is unwilling or unable to preside at a Board meeting, the remaining Directors shall appoint another Director to preside as Chair for that meeting only.

The Chair position shall be declared open every year at the first Board meeting after the annual General Meeting.

#### **16.7 Conflict of Interest**

A Director shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. A Director shall, unless otherwise determined by the Board, absent himself or herself from discussions of such matters and shall not be entitled to vote in respect to such matters. If the Director casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself or herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

## **16.8 Disclosure of Interests**

The nature of the interest of a Director must be declared at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Board at the next meeting of the Board. If a Director becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Board held after the Director becomes interested; and

All disclosed interests must also be disclosed to each annual General Meeting in accordance with the Act.

## **16.9 General Disclosure**

A general notice stating that a Director is a member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 16.8**. After the distribution of the general notice, it is not necessary for the Director to give a special notice regarding any particular transaction with that firm or company.

## **16.10 Recording Disclosures**

Any declaration made, any disclosure, or any general notice given by a Director in accordance with **clauses 16.7, 16.8, and/or 16.9** must be recorded in the minutes of the relevant meeting.

## **17. DELEGATIONS**

### **17.1 Board May Delegate Functions**

The Board may, by instrument in writing, create, establish, or appoint special committees, individual officers, and consultants to carry out specific duties and functions.

It will determine what powers these committees, individual officers, or consultants are given. In exercising its power under this clause, the Committee must take into account broad stakeholder involvement.

### **17.2 Delegation by Instrument**

In the establishing instrument, the Board may delegate such functions as are specified in the instrument, other than:

- (a) This power of delegation; and
- (b) A function imposed on the Committee or the executive officer by the Act, any other law, this Constitution, or by resolution of the Club in a General Meeting.

### **17.3 Delegated Function Exercised in Accordance with Terms**

A function, the exercise of which has been delegated under this clause, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

### **17.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 17**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material

decisions. The entity shall also provide any other reports, minutes, and information required by the Board.

#### **17.5 Delegation May Be Conditional**

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

#### **17.6 Revocation of Delegation**

At any time, the Board may revoke, by instrument in writing, wholly or in part, any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

### **18. SEAL**

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters; and
- (b) The Seal shall not be used without the express authorisation of the Board. Every authorised use of the Seal shall be recorded in the Club's Minutes book. Two Directors must witness every use of the Seal, unless the Board determines otherwise.

### **19. ANNUAL GENERAL MEETING**

- (a) The Club's annual General Meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Board; and
- (b) All General Meetings other than the annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

### **20. SPECIAL GENERAL MEETINGS**

#### **20.1 Special General Meetings May be Held**

The Board may convene, whenever it thinks fit, a special General Meeting. When, but for this clause, more than fifteen (15) months elapses between annual General Meetings, the Board shall convene a special General Meeting before the expiration of that period.

#### **20.2 Requisition of Special General Meetings**

The secretary will convene a special General Meeting when five (5) per cent of financial Shareholders (no less) submit a requisition in writing;

The requisition for a special General Meeting shall state the object(s) of the meeting, be signed by the Shareholders making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition;

If the Board does not cause a special General Meeting to be held one month after the date in which the requisition is sent to the Club, the Shareholders making the requisition, or any of them, may convene a special General Meeting to be held no later than three months after that date; and

A special General Meeting convened by Shareholders under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Board.

## **21. NOTICE OF GENERAL MEETING**

Notice of every General Meeting shall be given to every Shareholder entitled to receive notice. Notices shall be sent to the physical or electronic addresses appearing in the Club's Company Register. The auditor and Directors shall also be entitled to receive notice of every General Meeting. This will be sent to the auditor's last known address. No other person shall be entitled, by right, to receive notice of General Meetings;

A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting; and

At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

- (a) The agenda for the meeting; and
- (b) Any notice of motion received from Members entitled to vote.

## **22. BUSINESS**

The business to be transacted at the annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution, and the appointment(s) of the auditor(s).

All business transacted at a General Meeting and at an annual General Meeting, with the exception of those matters set down in **clause 21** shall be special business.

No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

## **23. NOTICES OF MOTION**

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Club no less than thirty-five days (35) (excluding receiving date and meeting date) prior to the General Meeting.

## **24. PROCEEDINGS AT GENERAL MEETINGS**

### **24.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be ten (10) Members eligible to vote, personally present.

### **24.2 Chairperson to Preside**

The chairperson of the Board shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) In relation to any election for which the chairperson is a nominee; or

- (b) Where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another Director to preside as chairperson for that meeting only.

### 24.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting if convened upon the requisition of Shareholders shall be dissolved, but, in any other case, it shall be adjourned until the same day in the next week at the same time and place;
- (b) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those Members eligible to vote who are present and not less than three (3) shall be a quorum and may transact the business for which the meeting was called;
- (c) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time, and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
- (d) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; and
- (e) Except as provided in **clause 24.3(d)**, it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### 24.4 Voting Procedure

At any meeting, a resolution put to the vote of the meeting shall be decided by a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) The Chairperson; or
- (b) A simple majority of the Members present and eligible to vote.

### 24.5 Recording of Determinations

Unless a poll is demanded under **clause 24.4**, the Chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution. The result of the resolution must be recorded in the Club's book of Proceedings.

### 24.6 Where Poll Demanded

If a poll is duly demanded under **clause 24.4**, it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs. The result of the poll shall be the resolution of the meeting.

## 25. VOTING AT GENERAL MEETINGS

### 25.1 Members Entitled to Vote

Each financial Shareholder Member shall be entitled to cast one vote for one share at General Meetings. No other Member shall be entitled to vote, but shall, subject to this Constitution, have and be entitled to exercise, those rights set out in **clause 4**.



## **25.2 Chairperson May Exercise Casting Vote**

Where voting at General Meetings is equal, the Chairperson may exercise a casting vote. If the Chairperson does not exercise a casting vote, the motion will be lost.

## **25.3 Proxy Voting**

A Shareholder shall be entitled to appoint in writing a person who is also a Member of the Club to be their proxy, and attend and vote at any General Meeting of the Club. Such proxies must be provided to the Board prior to commencement of the General Meeting on the form provided. Nominated Members older than 18 years shall enjoy automatic proxy status on behalf of their nominating Shareholder, provided only one such member per share exercises the right at a meeting.

## **25.4 Postal or Electronic Voting**

No motion shall be determined by a postal or electronic ballot unless determined by the Board. If the Board so determines, the postal or electronic ballot shall be conducted under the procedures set by the Board from time to time.

## **26. GRIEVANCE PROCEDURE**

The grievance procedure set out in this rule applies to disputes under these rules between a Member and:

- (a) Another Member; or
- (b) The Club.

The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.

If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may, within ten (10) days, refer the dispute for resolution to an independent tribunal.

The Board may prescribe additional grievance procedures in the Regulations consistent with this **clause**.

## **27. RECORDS AND ACCOUNTS**

### **27.1 Records**

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Board). It shall produce these as appropriate at each Board or General Meeting.

### **27.2 Records Kept in Accordance with the Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Secretary.

### **27.3 Board to Submit Accounts**

The Board shall submit the Club's audited statements of account to the Members at the annual General Meeting in accordance with this Constitution and the Act.

#### **27.4 Accounts Conclusive**

The statements of account, when approved or adopted by an annual General Meeting, shall be conclusive, except when errors have been discovered within three (3) months after such approval or adoption.

#### **27.5 Accounts to be Sent to Shareholders**

The Secretary shall send to all persons entitled to receive notice of annual General Meetings, in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any). This copy may be physical or electronic.

#### **27.6 Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by any two duly authorised Directors or in such other manner as the Board determines.

### **28. AUDITOR**

A properly qualified auditor or auditors shall be appointed by the Club in a General Meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act, the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in a General Meeting.

The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.

### **29. INCOME**

Income and property of the Club shall be derived from such sources as the Board determines from time to time.

The income and property of the Club shall be applied solely towards the promotion of the Objects.

Except as prescribed in this Constitution or the Act:

- (a) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member; and
- (b) No remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

#### **29.2 Payment in good faith of or to any Member can be made for:**

- (a) Any services actually rendered to the Club whether as an employee, Director, or otherwise; or
- (b) Goods supplied to the Club in the ordinary and usual course of operation; or
- (c) Interest on money borrowed from any Member; or

- (d) Rent for premises demised or let by any Member to the Club; or
- (e) Any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 29.2 or 29.3** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

### **30. WINDING UP**

Subject to this Constitution, the Club may be wound up in accordance with the Act.

The liability of the Members of the Club is limited.

Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

### **31. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of the Club. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Club by this Constitution. The organisation(s) is to be determined by the Shareholders in a General Meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of Queensland or other court as may have or acquire jurisdiction in the matter.

### **32. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

### **33. REGULATIONS**

#### **33.1 Board to Formulate Regulations**

The Board may formulate issue, adopt, interpret, and amend Regulations for the proper advancement, management, and administration of the Club, and the advancement of the purposes of the Club. Such Regulations must be consistent with the Constitution and any policy directives of the Board.

#### **33.2 Regulations Binding**

All Regulations are binding on the Club and all Members.

#### **33.3 Regulations Deemed Applicable**

All clauses, rules, by-laws, and regulations of the Club in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and regulations are not inconsistent with or

have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.

#### **33.4 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board, and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

#### **34. INDEMNITY**

Every Director and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

The Club shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

- (a) In the case of a Director, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
- (b) In the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.