

# THE REDCLIFFE AERO CLUB

**ABN 74 009 819 792**



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**Corporations Act**  
**A Company Limited by Guarantee**

**CONSTITUTION**  
**OF**

**The Redcliffe Aero Club ABN 74 009 819 792**

**1. Definitions**

In this Constitution:

**Board** means the Board of Directors of the Club which on incorporation will include those persons duly elected to fulfil the roles of President, Vice President, Secretary, Treasurer, and any other Director required to comply with clause 23(b)(i).

**Business Day** means a day which is not a Saturday, Sunday or public holiday in the State.

**By-Laws** means the by-law of the Club for the time being in force.

**Chairperson** means the person holding that office described under clause 20(d) and 22(g). **Chief Executive Officer** means a person holding that office described under clause 25(a). **Club** means the Redcliffe Aero Club ABN 74 009 819 792.

**Current Member** means a person who is, prior to this Constitution coming into effect, a Member of the Club.

**Director** means a person who holds that position in the Club from time to time.

**Junior Member** means a person as described in clause 12(a).

**Law** means the Corporations Act 2001 (Cth) or any other statutory modification, amendment or re-enactment thereof for the time being in force and applicable to the Club and any reference to any provision thereof is to that provision so modified, amended or re-enacted.

**Life Member** means a person as described in clause 12(c).

**Member** means a person admitted to membership of any class of the Club in accordance with this Constitution.

**Office** means the registered office for the time being of the Club.

**Officer** means an officer as defined in section 9 of the Law.

**Ordinary Member** means a person as described in clause 12(b).

**President** means the Director appointed to this position in accordance with this Constitution.

**Register** means the register of Members kept under the Law.

**Representative** means a person appointed as a representative of a Member with a duly executed authority or proxy.

**Seal** means the common seal of the Club (if any).

**Secretary** means the Director appointed to this position in accordance with this Constitution.

**Security** means any promissory note, bill of exchange, bill of lading, warrant, debenture, debenture stock (perpetual, redeemable or otherwise), bond, note, charge, bill of sale, security, debt instrument or other negotiable or transferable instrument.

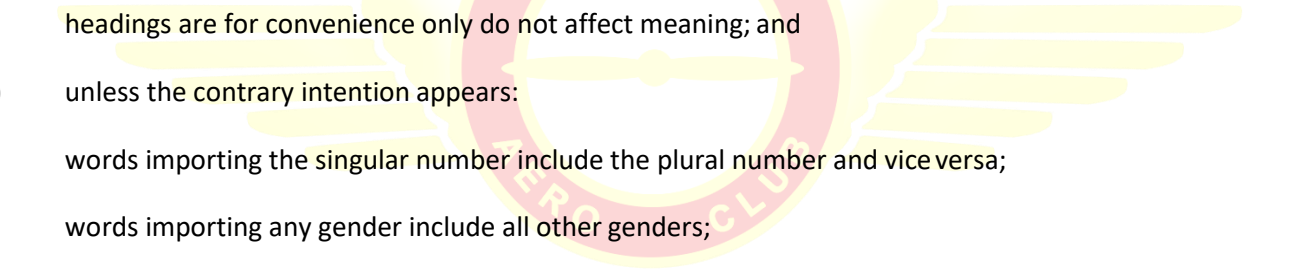
**Social Member** means a person described in clause 12(d).

**State** means the State of Queensland.

**Treasurer** means the Director appointed to this position in accordance with this Constitution. **Vice President** means the Director appointed to this position in accordance with this Constitution. **Voting Members** means an Ordinary Member and a Life Member who are entitled to vote.

## 2. Interpretation

In this Constitution:

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- (a) headings are for convenience only do not affect meaning; and
  - (b) unless the contrary intention appears:
    - (i) words importing the singular number include the plural number and vice versa;
    - (ii) words importing any gender include all other genders;
    - (iii) a reference to a person includes a corporation, a partnership, a body corporate, an unincorporated association and a statutory authority;
    - (iv) whether any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
    - (v) a reference to a clause is to a clause of this Constitution; and
    - (vi) any power, right, discretion or authority conferred upon any person or groups of persons under this Constitution may be exercised at any time and from time to time.

## 3. Application of Corporations Act

- (a) Except so far as a contrary intention appears anywhere in this Constitution:
  - (i) an expression used in a particular Part or Division of the Law which is given a special meaning by any provision of that Part or Division for the purposes of that Part or Division (or any part thereof) has, in any of this Constitution which deals with a matter dealt with by that Part or Division (or part thereof), the same meaning as in that Part or Division;

- (ii) an expression which is given a general meaning by any provision of the Law has the same meaning in this Constitution; and
- (iii) if at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that does not affect or impair:
  - (1) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
  - (2) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Constitution.
- (b) Each of the provisions of the sections or sub-sections of the Law which would but for this clause apply to the Club as a replaceable rule within the meaning of the Law are displaced and do not apply to the Club.

#### **4. Objects**

The objects for which the Club is established are:

- (a) To provide for Members and for Members' guests a club with all the usual facilities of a club.
- (b) To promote, foster, support and encourage the aims and objects of the Club and all matters pertaining to it.
- (c) To promote aviation including flying of aircraft, gliding, parachute jumping and all other sciences similar to aviation including training and to provide facilities for persons interested in aviation and to encourage social intercourse between the members of the Club.
- (d) To charter, hire, build or otherwise acquire aircraft, aerial conveyances or airships of any description including parachutes and equipment, motor cars and all equipment and furniture, property and assets to be purchased or acquired for the purposes of the Members of the Club.
- (e) To acquire and maintain aircraft, hangers, plant, tools, machinery and other equipment necessary to establish and maintain a school of aeronautics and to provide aircraft that are available for hire by Members.
- (f) To purchase, hire, lease or otherwise acquire for the purposes of the Club any real or personal property and any rights or privileges which the Club may think necessary or convenient for the carrying out any of its objects.
- (g) To give, sell, mortgage, exchange, hire, lease or otherwise dispose of the property of the Club or any part or parts of it in such manner as is allowed by law.
- (h) To make, draw, accept, endorse, discount, execute and issue any Security.
- (i) To borrow money from time to time and for such purpose to give any Security over the whole or any part of the property real or personal of the Club.
- (j) To further the objects of the Club by applying for, obtaining and holding a Club licence or any other licence, certificate or any other requirement and do everything necessary to remain an 'approved course provider' as defined in the Vet Student Loan Act 2016 (Cth) as amended from time to time or any other Act or laws for the time being in operation.
- (k) To further the objects of the Club by applying for, obtaining and holding a Club licence or certificate of

registration under the Liquor Act 1992 (Qld) or any other Act or laws for the time being in operation.

- (l) To further the objects of the Club by obtaining and holding any licence or permits necessary to carry on any restaurant(s) in the Club premises.
- (m) To invest the money of the Club which is not immediately required in any authorised investment.
- (n) To take or reject any gift of property, money or goods whether subject to any special trust or not.
- (o) To erect, maintain, improve or alter any building or buildings for the purposes of the Club.
- (p) To render any financial or any other aid to clubs, charities or associations.
- (q) To indemnify any person whether a Member of the Club or not who may incur or have incurred any personal liability for the benefit of the Club and for that purpose to give such person, mortgages, charges or other security over the whole or any part of the real or personal property (present or future) of the Club.
- (r) To carry on all such activities as may be necessary or convenient for the purposes of the Club including fundraising.
- (s) To do all things and to enter into and make any agreements and execute any documents that are incidental or conducive to the attainment of the objects of the Club.
- (t) To undertake and pursue all related or compatible objects as may from time to time be considered appropriate by the Club.
- (u) To hire and employ any person considered necessary for the purpose of the Club and to pay them in return for services rendered to the Club.

## **5. Powers**

Solely for the purpose of carrying out these objects and not otherwise, the Club has the power to do all such things as are necessary, incidental or conducive to the attainment of these objects and, for that purpose and not otherwise, the Club has the legal capacity of an individual with all consequential powers as conferred by section 124 of the Law.

## **6. Application of Income**

The income and property of the Club, howsoever derived, will be applied solely towards the promotion of the objects of the Club as set forth in this Constitution and no portion thereof will be paid or transferred, directly or indirectly by way of a dividend or bonus to Members provided that:

- (a) nothing contained in this Constitution will prevent the payment in good faith of interest to any such Member in respect of money advanced by him or her to the Club or otherwise owing by the Club to him or her or of remuneration to any employee or Member of the Club or other person in return for any services actually rendered to the Club.
- (b) no member of the Board or governing body shall be appointed to any salaried office of the Club and no fee or remuneration shall be given by the Club to any Member of the Board or governing body except as provided in clause 23(d) and 23(e). Nothing, however, will prevent the allowance of payment to any such Member in respect of

services rendered or the repayment to any such Member of out of pocket expenses and interest on money lent or hire of goods or rent for premises rented or leased to the Club.

(c) subclause 6(b) shall not apply to any payment to any gas, electricity, water, cable or telephone company of which a member of the Board or governing body may be a member or to any other company in which such member shall not hold more than 1% of the capital and such Member shall not be bound to account for any share or profits he or she may receive in respect of such payment.

## **7. Contributions of Members**

Each Member of the Club undertakes to contribute to the assets of the Club, in the event of the Club being wound up while that person is a Member or within one year after payment of the debts and liabilities of the Club contracted before the time at which that person ceases to be a Member and of the costs, charges and expenses of winding up of the Club and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$10.

## **8. Distribution of Property**

If upon the winding up or dissolution of the Club there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same will not be paid to or distributed among the Members of the Club, but will be given or transferred to some other institution or institutions having objects similar to the objects of the Club, and whose Constitution shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Club under this Constitution, such institution or institutions to be determined by the Members on or before the time of the dissolution and in default thereof by application to such court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the terms of this clause then to some charitable object.

## **9. Accounts**

(a) Club to keep

The Club will keep such accounting and other records of the business of the Club as it is required to keep by the Law.

(b) Annual accounts to be laid before annual general meeting

At the annual general meeting in every year the Board will lay before the Club the financial report for the last financial year of the Club, together with such other accounts, reports and statements as are required by the Law.

(c) Copy of accounts to be sent

Other than those Members who have provided written notice to the Club stating that they do not wish to receive a copy of every document which is required to be laid before each annual general meeting by clause 9(b), a copy of these documents will be sent to all persons entitled to receive notices of meetings of the Club's Members together with the notice of meeting, as required by the Law.

(d) Accounts conclusive

Every account of the Board when audited and approved or received by a general meeting at which it is presented

will be conclusive except as regards any material error discovered in it within three months after its approval or adoption.

Whenever any material error is discovered within that period the account will forthwith be corrected and then it will be conclusive.

(e) Accounts and audit

(i) The Board shall keep correct accounts and books showing the financial affairs of the Club including but not limited to:

(1) all sums of money received and expended by the Club and the matters in respect of which the receipt and expenditure takes place;

(2) all sales and purchases of goods by the Club;

(3) the assets, credits and liabilities of the Club.

(ii) The books of account shall be kept at the registered office of the Club or at such other place as the Board thinks fit and shall always be open to inspection by the Board and Members.

(iii) The Board shall comply with the provisions of the Law and once a year prepare a balance sheet at the end of the Club's financial year and an income and expenditure account made up to the end of the financial year and shall, together with the report of the Board and the auditor's report, be provided at the annual general meeting of the Club.

(iv) The report of the Board referred to in clause 9(e)(iii) shall include statements showing:

(1) the amount written off for depreciation;

(2) the amount (if any) which the Board proposes to transfer to the reserve fund or funds of the Club;

(3) the number of Members of each class registered in the Register at the date of preparation of the report;

(4) the names of the members of the Board.

A copy of the balance sheet, auditor's report and income and expenditure account accompanied by a copy of the report of the Board shall be posted to every Voting Member at least seven clear days before the date of the general meeting at which the said accounts and reports are to be presented.

## **10. Liability**

The liability of the Members is limited.

## **11. Membership**

(a) Members

The Current Members and such other persons as the Board shall admit to membership of the Club in accordance with this Constitution shall be Members of the Club.

(b) Members Rights and obligations



Every Member shall be entitled (subject to this Constitution and any by-laws for the time being in force) to all the rights and be subject to all the duties of a Member of the Club, including the right to be elected as an officer of the Club, or to attend or vote at General Meetings of the Club, provided however that no Member shall be entitled to nominate for the office of President unless they have for the preceding three years, served on the Board of the Club and provided further that no full time permanent Director of any Company or organisation holding a flying school or training licence, shall be entitled to be either a Member of the Club or entitled to nominate for the position of an office bearer for the Club.

(c) Application for Membership

Every applicant for membership of the Club (other than the Current Members) shall execute and deliver to the Club an application for membership in such form as the Board from time to time determine. Election for membership shall be in accordance with clause 11(e)(vi) hereof.

(d) Certificates

A certificate of membership of the Club may be issued by the Club to any Member. Such certificate shall remain the property of the Club and on demand in writing by the Secretary shall be returned to the Club.

(e) Membership not transferable

Membership of the Club shall not be transferable whether by operation of law or otherwise and all rights and privileges of membership of the Club shall cease upon the person ceasing to be a member whether by resignation, death, winding up or otherwise.

(f) Attaining Membership

(i) A person who has attained the age of 15 years and has a desire to further the aims and objects of the Club shall be eligible for membership.

(ii) Every candidate for membership of the Club shall be proposed by one and seconded by another Member of the Club. Every nomination shall be made in writing and shall give the full name, the email address and the address of the candidate (as well as any other electronic contact details for the candidate) and his or her proposer and seconder and shall be in such form and content as the Board shall require. The Board may in its absolute discretion make separate enquiries as to the candidate(s) and rely on those enquiries in deciding on the suitability of candidates.

(iii) If a person has not attained the age of 18 years, their nomination for membership must be completed and signed by their parent, guardian or person responsible for them.

(iv) Every nomination for membership shall be lodged with the Secretary.

(v) Particulars of the nomination for membership shall be submitted by the Secretary to the Board.

(vi) The election of Members shall be by the Board at a meeting(s) duly convened and the Board shall examine all nominations for membership and enquire into the qualification and suitability of the candidates. The Board may reject any application for membership without assigning any reason for such rejection. When applications for membership come before the Board, negative votes of one in four or two if more than four shall exclude the application from election.

(vii) On the election of a Member, the Secretary shall at once give such Member notice of his or her election emailed or posted (or forwarded by any other method permissible by law) to the address given on his or her nomination for membership and shall issue with the notice a tax invoice for the fees and subscriptions due and payable by the Member and which specifies the due date of payment.

(viii) Every person elected to membership and informed of his or her election shall be deemed to agree to pay the entrance fee, the annual subscription and any other fees and charges as prescribed in this Constitution and to be bound by this Constitution and by the Club's By-Laws from time to time in force. The payment of the entrance fee and/or the subscription shall be conclusive evidence of such agreement.

(ix) Every Member shall upon becoming a Member, furnish to the Secretary particulars of his or her address, email address (together with any other electronic contact details for the Member) and occupation (if those particulars have not already been stated on the notification for membership) and shall notify the Secretary in writing of any subsequent change of address or changes to his or her email address (or any changes to his or her contact details including any other electronic contact details that the Member may have). The address and email address (or any other electronic contact details of the Member) so given shall be deemed to be the Member's registered address for the purpose of the issue of notices.

(x) Every person elected to membership shall be required to pay, within one month of the date of notice of election, the fees and/or subscription specified in the tax invoice failing which the election may be declared void.

(xi) The Board may from time to time as it sees fit provide for different classes of Members and of membership including ordinary, special, junior, social, country, honorary life and other classes and shall define such classes by By-Law.

(xii) No person shall be entitled to be a Member of the Club if they are an owner, stakeholder or an employee or officer at Law of a flying school or any flying and training organisation other than the Club.

## **12. Classes of Members**

(a) A Junior Member will be a Member who has not attained the age of 18 years. A Junior Member will be entitled to the full privileges of the Club save the right to vote, hold office and sign guests into the Club.

(b) An Ordinary Member will be 18 years or older and will be entitled to the full privileges of the Club.

(c) A Life Member will be a person of distinguished position or attainment who has rendered special services to the Club. Life Members will be entitled to vote and be elected an Officer of the Club or Member of the Club. The Board will decide on when a person is to be deemed a Life Member and a person will only be considered by the Board once an Ordinary Member has proposed the person and a different Ordinary Member has seconded that proposal.

(d) A Social Member will be a person who is 18 years or older and will be entitled to the full privileges of the Club save for the right to vote, to be elected an Officer of the Club and the right to hire aircraft.

## **13. Fees**

(a) Fees

(i) The amount, time and manner in which entrance fees, annual subscriptions and other annual fees or charges

payable by any class of Members shall be as prescribed by the Board and shall be reviewed by the Board from time to time in its sole discretion.

(ii) Entrance fees and annual subscriptions and any other fees and charges payable annually shall be payable in advance in either full, quarterly or half-yearly instalments according to the provisions of the By-Laws or other decisions of the Board.

(iii) If any fee, subscription, charge or instalment shall remain unpaid for three months or more after it becomes due, the Board may, at their sole discretion, cancel that Member's membership.

(iv) If the fees of a Junior Member are not paid on time, their parent, guardian or person responsible for them will

be liable for the payment of the Junior Member's fees.

(v) The Board may at any time suspend the payment of entrance fees and shall have the discretionary power to fix, determine or waive the entrance fee chargeable to any Member under any special circumstances that may arise.

(b) Different fees payable

In determining fees under this clause, the Board may differentiate between classes of Members as to the amount of fees payable.

#### **14. Variation of Members' Rights**

(a) Consent or special resolution of Members in class

If at any time the membership of the Club is divided into different classes of Members, the rights attached to any class may be varied or cancelled (unless otherwise provided by this Constitution or by the terms of grant or membership of that class):

(i) with the written consent of the Board; or

(ii) by special resolution passed at a separate meeting of the class of Members whose rights are being varied or cancelled, provided that class are Voting Members.

(b) Rules applying to meetings of class Members

The provisions from time to time contained in this Constitution concerning meetings will apply, so far as they are capable of application and with the necessary changes, to every meeting held under clause 14(a) but so that the necessary quorum shall be 5% of Members of the class or a proxy or attorney or Representative of such a Member. Any Member of the class present in person or by proxy, attorney or Representative may demand a poll.

#### **15. Cessation of Membership**

(a) A Member at any time by giving notice in writing to the Secretary may resign his or her membership but shall continue to be liable for any entrance fee or annual subscription and all arrears due and unpaid at the date of his or her resignation.

(b) Should a Member incur any debt to the Club or to the Club's staff, servants or persons under contract to the Club, and fail to discharge that debt upon request in writing by the Secretary, he or she may, by resolution of a meeting of the Board, be suspended or expelled from membership provided the Board has first given the Member concerned due notice of its intention to take such action.

(c) A Member's membership of the Club shall cease:

(i) if the Member resigns that membership by giving notice in writing addressed to the Secretary of the Club and such resignation shall be effective from the date of receipt of the notice by the Secretary;

(ii) if the membership of the Member is terminated and such termination shall be effective from the date of the resolution of the Board;

(iii) if the Member dies; or

(iv) the Member becomes of unsound mind or his or her person or estate is liable to be dealt with in any way under the laws relating to mental health.

(d) The termination of a Member's membership (whether by resignation, expulsion or otherwise) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they:

(i) arise under this Constitution or otherwise; and

(ii) are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.

(e) Without limiting the generality of clause 15(d), termination of a Member's membership shall not relieve a Member from any obligation to record or account for or pay any fees referred to in clause 13(a).

(f) If any Member shall:

(i) wilfully refuse or neglect to comply with the provisions of this Constitution or the Club By-Laws; or

(ii) be guilty of any conduct which in the opinion of the Board is unbecoming of the Member or prejudicial to the interests of the Club,

the Board may by resolution censure, suspend or expel the Member from the Club.

(g) Any Member who is proposed to be censured, suspended or expelled:

(i) shall be given at least one week's notice of the meeting of the Board at which such a resolution is to be put which shall state the nature of the allegations against the Member and the intended resolution;

(ii) must have the opportunity of giving in writing any explanation or defence the Member may think fit at such meeting, before the passing of any resolution for censure, suspension or expulsion to ensure compliance with the provisions of natural justice.

## **16. Register of Members**

The Secretary shall keep in the Club's premises, either in physical form or in electronic form (if permissible by Law), a Register of Members setting forth the name in full, occupation, email address (or any other electronic contact details for the Member) and address of each Member specifying the class of Members to which he or she belongs and setting out the date of the latest payment by each Member of his or her subscription.

## **17. Financial Year**

The financial year of the Club shall commence on the first day of July and end on the last day of June in each year.

## **18. Powers of Club and the Board**

(a) Board has powers of the Club

(i) The management of the business and affairs of the Club is vested in the Board.

(ii) All members of the Board will be Members of the Club.

(iii) The Board may exercise all powers and do all such acts and things which the Club is authorised or permitted to exercise and do and which are not by this Constitution or by statute directed or required to be exercised or done by the Club in a general meeting.

(iv) The Board may make By-Laws, rules or regulations not inconsistent with this Constitution of the Club which, in the opinion of the Board, are necessary or desirable for the proper control, administration and management of the Club's finances, affairs, interest, effects and property and for the convenience, comfort and wellbeing of the Members. The Board may also amend or rescind the By-Laws or the rules and regulations of the Club.

(v) The Board has the power to enforce the observance of all By-Laws, rules and regulations by suspension from enjoyment of Club privileges as the Board thinks fit.

(vi) The operation and effect of this clause 18(a) is not limited in any way by clauses 18(b) to 18(j).

(vii) The Board has the power to fix the maximum number of each class of Members who may be admitted to the Club.

(viii) The Board has the power to impose any restrictions or limitations on the rights and privileges of Members, and visitors relating to their use of the Club premises and/or the amenities or facilities or in relation to their conduct, behaviour, clothing and dress while on the Club's premises.

(ix) The Board has the power to interpret the meaning of this Constitution, By-laws and rules and any matter relating to the Club on which the Constitution, By-laws or rules are silent, but any interpretation must have regard to the Law.

(b) Board may exercise Club's power to borrow

The Board may exercise all the powers of the Club to borrow or raise money, to charge any property or business of the Club, to issue any Security or give any other security for a debt, liability or obligation of the Club or of any other person, to guarantee or to become liable for the payment of money or the performance of any obligations by any other person.

(c) Board may exercise power to sell, exchange or dispose

(i) The Board may exercise all powers to sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant (including aircraft) or other goods or chattels belonging to the Club and to let any property of the Club.

(ii) For clarity, the Board may decide to lease, demise, exchange or sell all or any of the lands and buildings or other property or rights including the plant and equipment of the Club, which includes aircraft, at its discretion at a Board meeting.

(d) Board may exercise power to give security

The Board may exercise powers conferred on them by clause 18(b) in such manner and upon terms and conditions in all respects as they think fit, and in particular but without limiting the generality of the foregoing, by the issue of any Security on the whole or any part of the property of the Club (both present and future).

(e) Security may be issued at discount or premium

Any Security or debt instrument may be issued by the Club at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, conversion, allotment of shares, attending and voting at general meetings of the Club, appointment of Boards, or other matter.

(f) Assignability of Security

Any Security and debt instruments issued or given by the Club may be made assignable free from any equities between the Club and the person to whom the same may be issued.

(g) Commission on issue of Security

The Club may pay a commission to any person for subscribing or agreeing to subscribe for or procuring or agreeing to procure subscriptions for any Security of the Club.

(h) Security from Club for the Board

If the Board or any member of the Board or any other person becomes or is about to become personally liable for the payment of any sum due from the Club, the Board may execute or cause to be executed any mortgage, charge, bill of sale or security over or affecting the whole or any part of the assets of the Club in order to secure the Board or persons so becoming liable from any loss in respect of such liability.

(i) Board may appoint attorney or agent

(i) The Board may, by resolution, power of attorney or other written instrument, appoint any person or persons, to be attorney or agent of the Club for such purposes, with such powers, authorities and discretions being powers, authorities and discretions vested in or exercisable by the Boards for such period and subject to such conditions as they think fit.

(ii) The appointment may be on such terms for the protection and convenience of persons dealing with the attorney or agent as the Boards think fit and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions vested in him or her.

(j) Execution of Club cheques, etc

All cheques, bank guarantees, electronic funds transfers, promissory notes, banker's drafts, bills of exchange and other negotiable instruments signed, drawn, accepted, endorsed or otherwise executed by the Club, and all receipts for money paid to the Club, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner and by such persons as the Board determines.

(k) By-Laws

(i) The Board may from time to time prescribe By-Laws of the Club on such matters considered necessary to give effect to this Constitution, to carry out the purposes of the Club or for the regulation, management and control of the Club's affairs;

(ii) Any By-Law, rule or regulation made shall come into force and be fully operative upon the posting of an appropriate notice containing such By-Laws, rule or regulation on the Club's web site;

(iii) In the event of any inconsistency between this Constitution and any By-Law, this Constitution prevails.

**19. General Meetings**

(a) Extraordinary general meeting

(i) The Board will convene a general meeting on the request of Members in accordance with section 249D of the Law.

(ii) A general meeting may be convened by the Members in accordance with sections 249E and 249F of the Law.

(iii) An extraordinary general meeting may be called on any date by the President or the Board and shall be called by the Secretary upon receipt by him or her of a requisition (which need not be in one document) signed by no less than 5% of ordinary Members stating the business to be considered. The date of such meeting shall be within 40 days of receipt of such requisition. If such meeting is not called within 40 days of receipt of the requisition, the requisitionists or a majority of them may themselves call the meeting and for that purpose shall have access to the Register and any other records necessary for the purpose of calling a meeting of Members.

(b) Annual General Meeting

(i) Annual general meetings will be held in compliance with the Law.

(ii) The annual general meeting of the Club shall be held at such time and place prescribed by the Board at least once every calendar year and generally in accordance with the Law.

(iii) All other general meetings shall be called extraordinary or special general meetings.

(c) Notice of Annual General Meeting

Every notice convening an annual general meeting shall be given in the manner prescribed by clause 19(d) to Voting Members.

(d) Contents of notice

A notice of a meeting of the Club's Members will specify:

- (i) the place, day and time of the meeting;
- (ii) the general nature of the meeting's business;
- (iii) in the case of an election to the Board, the names of the candidates for election; and
- (iv) such other information as is required by section 249L of the Law.
- (e) Failure to give notice

Subject to the Law, the accidental omission to give notice of any meeting of the Club's Members to or the non-receipt of that notice by any of the Members will not invalidate any resolution passed at that meeting.

(f) Notice of adjourned meeting in certain circumstances only

(i) Whenever a meeting of the Club's Members is adjourned for less than 21 days, no further notice of the time and

place of the adjourned meeting need be given.

(ii) Whenever a meeting of the Club's Members is adjourned for 21 days or more, at least three days' notice of the time and place of the adjourned meeting will be given to Members.

(g) Persons entitled to notice of general meeting

Notice of every annual general meeting of the Club will be given in a manner authorised by clause 31(a) and in accordance with the Law to:

- (i) every Member;
- (ii) every Board member; and
- (iii) the auditors of the Club.

No other person is entitled to receive notices of annual general meetings.

(h) Persons entitled to attend general meetings

(i) All Members are entitled to attend meetings of the Club's Members as well as any other persons entitled to attend under the Law.

(ii) The Chairperson may require any person to leave and remain out of any meeting who in the opinion of the Chairperson is not complying with his or her reasonable directions.

(i) Postponement or cancellation of meeting

The Board members may whenever they think fit postpone or cancel any meeting of the Club's Members other than a meeting convened under clause 19(a)(i).



## 20. Proceedings at General Meetings

(a) Business of annual general meeting The business of an annual general meeting is:

- (i) To receive and consider the annual financial report and any other accounts, reports and statements as are required to be laid before the meeting;
- (ii) To elect Board members in place of those retiring;
- (iii) To transact any business which under this Constitution or by the provisions of the Law ought to be or may be transacted at the annual general meeting; and
- (iv) To elect an auditor and fix the remuneration payable to that auditor.

(b) Special business

(i) All other business transacted at an annual general meeting and all business transacted at any other meeting of the Club's Members will be deemed special.

(ii) Except pursuant to the provisions of the Law, with the prior approval of the Board, or with the permission of the Chairperson, no person may, as regards any special business of which notice has been given, move at any meeting of the Club's Members any resolution (other than a resolution in the same terms as specified in that notice) or any amendment of a resolution.

(c) Quorum

(i) At any special or extraordinary general meeting called by the Chairperson or the Board, 5% of Members entitled to vote and present in person shall be a quorum and at any special or extraordinary general meeting called on or by the requisition of Members, 5% of Members entitled to be present, and present in person, shall constitute a quorum.

(ii) For the purposes of determining whether a quorum is present:

(1) whether a Member appoints more than one proxy or attorney or Representative, only one such proxy, attorney or Representative will be counted; and

(2) a Member who is present in their own capacity and as a proxy, attorney or Representative of another Member will be counted only once.

(iii) No business can be transacted at any meeting of the Club's Members unless the requisite quorum is present at the commencement of the meeting.

(iv) If a quorum is present at the beginning of a meeting of the Club's Members it is deemed present throughout the meeting unless the Chairperson otherwise declares on the Chairperson's own motion or at the instance of a Member, the attorney of a Member, the proxy of a Member, or a Representative.

(d) Chairperson

(i) The President or in their absence the Vice President shall preside as Chairperson at every meeting of the

Club's Members provided the President or in their absence the Vice President may nominate another board member to act as chairperson.

(ii) If there is no such chairperson, the Board may choose another Board member as chairperson of the meeting (or part of it).

(e) If quorum absent

If 15 minutes after the time appointed for a meeting of the Club's Members a quorum is not present, a meeting convened by the Board on a request of Members or by the Members as is provided by the Law will be dissolved, but in any other case the meeting will be adjourned to such other day, time and place as the Board may by notice to the shareholders appoint, but failing such appointment, then to a date, time and place the Chairperson nominates, to be no later than seven days from the date and time of the original meeting. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the Members present shall be a quorum.

(f) Chairperson has casting vote

In the case of an equality of votes at any general meeting, the Chairperson has a casting vote both on a show of hands and on a poll, in addition to the vote or votes to which the Chairperson is entitled as a Member, proxy or attorney of a Member or Representative.

(g) Voting: show of hands or poll

At any meeting of the Club's Voting Members a resolution put to the vote of the meeting will be decided on a show of hands unless before a vote is taken or before or immediately after the declaration of the result of the show of hands a poll is demanded:

(i) by the Chairperson;

(ii) by at least five Members, present in person or by proxy or attorney or by a Representative, having the right to vote at the meeting; or

(iii) by any Member or Members, present in person or by proxy or attorney or by a Representative, who are together entitled to at least 5% of the votes that may be cast on that resolution on a poll, but no poll will be demand on any resolution concerning the election of a chairperson or a meeting or the adjournment of any meeting.

(h) Subject to any special rights or restrictions for the time being attaching to any class of Members, and clauses 20(n) and 20(r):

(i) on a show of hands at a meeting of the Club's Members every person present who is either a Voting Member, a proxy, an attorney or a Representative of a Voting Member has one vote; and

(ii) on a poll at a meeting of the Club's Members every Voting Member present in person or by proxy or attorney and every Voting Member present by a Representative or by proxy or attorney has one vote.

(i) Questions decided by majority

Subject to the requirements of the Law in relation to special resolutions, a resolution will be taken to be carried if

the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution exceeds one-half.

(j) Declaration by Chairperson that resolution carried

A declaration by the Chairperson that a resolution has on a show of hands been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Club will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

(k) Conduct of poll

(i) If a poll has been demanded under this Constitution, it will be taken in such manner and at such time and place as the Chairperson directs, and either at once or after an interval or adjournment or otherwise.

(ii) The result of the poll will be deemed to be the resolution of the general meeting at which the poll was demanded.

(iii) The demand for a poll may be withdrawn.

(l) Adjournment of general meetings

(i) The Chairperson will adjourn a meeting of the Club's Members from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the Chairperson to do so.

(ii) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(m) General conduct of meetings

(i) Subject to the requirements of the Law, the Chairperson will be responsible for the general conduct of all meetings and for the procedures to be adopted at all meetings.

(ii) The Chairperson may make rulings, adjourn the meeting without putting the question (or any question) to the vote if such action is required to ensure the orderly conduct of the meeting.

(iii) The Chairperson may require the adoption of any procedures which are in the Chairperson's opinion necessary or desirable for the proper and orderly casting or recording of votes at any meeting of the Club, whether on a show of hands or on a poll.

(iv) Persons in possession of visual-recording, pictorial-recording or sound-recording devices or placards, banners or articles considered by the Board or the Chairperson to be dangerous, offensive or liable to cause disruption, or persons who refuse to produce or to permit examination of any articles in their possession or the contents thereof, may be refused admission to any general meeting or may be required to leave and remain out of the meeting.

(v) Nothing contained in this clause 20(m) will be taken to limit the powers conferred on the Chairperson by law.

- (n) No vote and privileges if fees unpaid

Notwithstanding this Constitution a Voting Member will not be entitled to vote on any question, either personally, by proxy, by attorney, or by a Representative at any meeting of the Club's Members, or on a poll if any fees or levies payable by a Member shall remain unpaid. The Board may by resolution suspend all privileges of membership of that Member (including the right to vote). The Board may reinstate the privileges of membership of that Member on payment of all arrears if the Board thinks fit to do so. This requirement does not apply to Life Members.

- (o) Chairperson to determine disputes re votes

In the case of any dispute as to the admission or rejection of a vote, the Chairperson may determine the dispute and such determination made in good faith will be conclusive.

- (p) Objections to qualification to vote

(i) No objection to the qualification of any person to vote will be raised except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at that meeting is valid for all purposes.

(ii) Any objection to the qualification of any person to vote at a meeting of the Club's Members made in due time will be referred to the Chairperson, whose decision made in good faith is final and conclusive.

- (q) Proxy not to vote if Voting Member present

If a Voting Member is present at a meeting of the Club and a proxy or attorney for such Voting Member is also present, the proxy or attorney is not in respect of the membership to which the proxy or attorney relates entitled to vote on a show of hands or on a poll.

- (r) When numerous proxies or Representatives are present

If more than one proxy or attorney or Representative for a Voting Member is present at a meeting of the Club, none of them will be entitled to vote on a show of hands or on a poll.

- (s) No vote if contrary to Law

Notwithstanding any other clause, a Voting Member shall not be entitled to vote, and any vote purported to be cast by the Member or any proxy, attorney or Representative for the Member, shall be disregarded on a particular resolution where such a vote is prohibited by the Law.

## **21. Proxies and Representatives**

- (a) Right to appoint proxy/attorney

(i) A Voting Member is entitled to appoint another person (who is also a Voting Member) as the Voting Member's

proxy or attorney as the case may be to attend and vote instead of the Voting Member at the meeting.

(ii) A proxy or attorney may be appointed for all meetings or for any number of meetings or for a particular purpose.

- (b) Proxy or attorney will be written
  - (i) An instrument appointing a proxy or attorney:
    - (1) will be in writing executed under the hand of the appointer or of the appointer's attorney duly authorised in writing; and
    - (2) may contain directions as to the manner in which the proxy or attorney, as the case may be, is to vote in respect of any particular resolution or resolutions.
  - (ii) A facsimile of a written appointment of a proxy or a power of attorney is valid, unless the notice of meeting of the Club's Members to which the appointment relates requires production of the written appointment of the meeting and that requirement is not complied with.
- (c) Chairperson decide validity

Subject to the Law, the Chairperson's decision as to the validity of a proxy or power of attorney or a facsimile or email thereof will be final and binding.

- (d) Authority conferred on proxy or attorney

Unless otherwise provided in the instrument, an instrument appointing a proxy or attorney will be taken to confer authority:

- (i) to agree to a meeting being convened by shorter notice than is required by the Law or by this Constitution;
  - (ii) to agree to a resolution being proposed and passed as a resolution at a meeting of which less than 21 days' notice has been given;
  - (iii) even though the instrument may refer to specific resolutions and may direct the proxy or attorney how to vote on those resolutions:
    - (1) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion; and
    - (2) to vote on any procedural motion, including any motion to elect the Chairperson, to vacate the chair or to adjourn the meeting
  - (iv) to speak on any proposed resolution on which the proxy or attorney may note; and
  - (v) to demand or join in demanding a poll on any resolution on which the proxy or attorney may vote.
- (e) Power of attorney and proxy form to be deposited before meeting

An instrument appointing an attorney or a proxy and the power of attorney or other authority (if any) under which it is signed or a copy of that power or authority certified as a true copy by statutory declaration or a facsimile of any of the documents referred to in this clause, will be deposited at the Office not less than 48 hours before the time scheduled for commencement of the meeting (or any adjournment of that meeting) at which the person named in the instrument intends to vote.

(f) Form of proxy/attorney

Every instrument appointing a proxy or attorney whether for a specified meeting or otherwise will be in such form as the Board may prescribe or accept.

(g) Failure to name appointee

Any instrument of proxy in which the name of the appointee is not filled in will be deemed to be given in favour of the Chairperson or such other person as is nominated by the Board in the notice convening the relevant meeting of the Club's Members.

## 22. Board Meetings

(a) Meetings of the Board

(i) The Board shall meet at least once in every month for the transaction of business. Minutes of all resolutions and proceedings of the Board shall be taken of that meeting. The President may call a meeting at any time and the Secretary shall upon the request in writing of two Board members convene a meeting of the Board.

(ii) A quorum will be 50% of the members of the Board, plus one more member of the Board. If a quorum is not present within 15 minutes of the time fixed for the meeting, it shall stand adjourned to a date, time and place the Chairperson nominates, to be no later than seven days from the date and time of the original meeting. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the Members present shall be a quorum.

(b) Convening meetings of the Board

The President may at any time and the Secretary shall upon the request in writing of two Board members convene a meeting of the Board.

(c) Notice of meetings of the Board

(i) Notice of every Board meeting will be given to each Board member who is within Australia, but it is not necessary to give notice to any Board member who is outside Australia.

(ii) Notice of a meeting of the Board may be given in writing or by email, radio, telephone, closed-circuit television or any other electronic means of audio, electronic or audio-visual communications permissible by Law.

(d) Meetings by electronic means

(i) Without limiting the discretion of the Board to regulate their meetings under clause 22(a), the Board may, if they think fit, confer by radio, email, telephone, closed circuit television or any other electronic means of audio or audio-visual communication permissible by Law.

(ii) Notwithstanding that the Board is not present together in one place at the time of the conference, a resolution passed by such a conference will be deemed to have been passed at a meeting of the Board held on the day on which and at the time at which the conference was held.

(iii) The provisions of this Constitution relating to proceedings of the Board apply to such conferences to the extent that they are capable of applying, and with the necessary changes.

- (iv) A Board member present at the commencement of the conference will be conclusively presumed to have been present and, subject to other provisions of this Constitution, to have formed part of the quorum throughout the conference.
- (v) Any minutes of a conference of the type referred to in clause 22(d)(i) purporting to be signed by the Chairperson of that conference or by the Chairperson of the next succeeding meeting of the Board will be sufficient evidence of the observance of all necessary formalities regarding the convening and conduct of the conference.
- (vi) When by the operation of clause 22(d)(ii) a resolution is deemed to have been passed at a meeting of the Board, that meeting will be deemed to have been held at such place as is determined by the Chairperson of the relevant conference, provided that a least one of the Board members who took part in the conference was at such place for the duration of the conference.

(e) Votes at meetings of the Board

Motions and resolutions arising at any meeting of the Board will be decided by a majority of votes and each member of the Board has one vote.

(f) Casting vote for Chairperson of the Board

Subject to the Law, in case of an equality of votes the Chairperson of a meeting of the Board will have a second or casting vote.

(g) Chairperson and deputy Chairperson of the Board

- (i) The President shall be the chairperson of the Board and the Vice President in his absence.
- (ii) The Board shall in the absence of the President and Vice President, elect a chairperson for that Board meeting and shall exercise all the powers and authority of the Chairperson.

(h) Committees

- (i) The Board may delegate any of their powers to committees consisting of one or more Members as they think fit, and the Board may revoke that delegation.
- (ii) A committee will conform to any directions and regulations that may be imposed upon it by the Board in that exercise of its powers.

(i) Defects in appointment or qualifications of the Board

All acts done at any meeting of the Board or of a committee of the Board or by any person acting as a member of the Board will be as valid as if every such person or committee had been duly appointed and every Board member was qualified and entitled to vote, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a Board member or of the committee or of the person acting as aforesaid, or that any Board member was disqualified or not entitled to vote.

(j) Written resolutions of Board (Flying Minute)

- (i) If all of the Board members required to be given notice of a meeting as specified in clause 22(c), being not

less than the number of Board members required to constitute a quorum for a meeting of the Board, have signed a document containing a statement that they are in favour of a resolution of the Board in terms set out in the document or documents as the case may be, a resolution in those terms will be deemed to have been passed at a meeting of the Board held on the day on which the document was signed and at the time at which the document was last signed by a Board member or, if the Board signed the document or documents on different days, on the day on which, at that time at which the document was last signed by a Board member.

(ii) For the purposes of this clause 22(j):

(1) two or more separate documents containing statements in identical terms each of which is signed by one or more Board members will together be deemed to constitute one document containing a statement in those terms signed by the Board;

(2) a reference to all the Board members does not include a reference to a single Board member who, at a meeting of the Board, would not be entitled to vote on the resolution; and

(3) any document so signed by a Board member may be received by the Club at the Office (or other place agreed by the Board) by post, by facsimile or other electronic means or by being delivered personally by the Board.

### **23. Appointment, Removal and Remuneration of the Board**

(a) Election of Board

(i) The Board shall be elected by the general body of Members from persons nominated at each Annual General Meeting, except for the appointment of casual vacancies as provided in clause 24(h).

(1) nominations on the form approved by the Board from time to time, must be delivered to the Secretary not less than 28 days prior to the date fixed for the Annual General Meeting; and

(2) the Board members to be elected shall be Members of the Club and must be eligible within the meaning of clause 23(l).

(ii) The total number of Board members will never exceed the maximum number fixed by this Constitution.

(iii) Any Board member appointed will retire at the next following annual general meeting of the Club and will then be eligible for re-election.

(b) Number of Board members

(i) Subject to clause 23(b)(ii), the number of Board members will, subject to any applicable legislation, be such number not less than five nor more than eight as the Board may determine, provided that the Board shall not reduce the number of Board members below the number in office at the time of such determination.

(ii) the Club in an annual general meeting may, by ordinary resolution, increase or reduce the maximum or minimum number of Board members, provided that the minimum will not be less than five.

(iii) The first Board will be appointed by the current Members or a majority of them.

(c) Limited ability of Boards to act during vacancies



The continuing Board members may act notwithstanding any vacancy in their number but for as long as the number of Board members is below the minimum fixed by this Constitution, the Board will not act except in emergencies or for the purpose of filling up vacancies or convening a general meeting of the Club.

(d) Remuneration of Board for Board meetings

The Board is to be reimbursed for expenses relating to the duties of the Board as follows:

- (i) Airfares or a mileage allowance to and from meetings;
  - (ii) Accommodation while attending meetings; and
  - (iii) Incidental travel costs between home, venue of the Board meeting and airports.
- (e) Remuneration of the Board for other meetings

The Board is to be reimbursed for their attendance at annual general meetings, extraordinary meetings, special meetings and, where there has been a resolution of the Board that a Board member attend a meeting, for that meeting, for the following expenses:

- (i) Telephone calls;
  - (ii) Postage;
  - (iii) Photocopying; and
  - (iv) Other incidental expenses.
- (f) Method of reimbursement

In relation to clauses 23(d) and 23(e), all requests for reimbursement must be on the appropriate form, and accompanied by receipts or documents for proof of payment. All requests are then to be sent to the Chief Executive Officer.

(g) Board members may attend and speak at general meetings

A Board member is entitled to receive all notices to be served or given under clause 19(g) and is entitled to attend and speak at all meetings the subject of such notices and at every meeting of every class of membership.

(h) Resignation of Board

A Board member may resign from office on giving the Secretary of the Club notice in writing.

(i) Removal of Board by general meeting

Subject to the Law, the Club in a general meeting convened on at least 28 days' notice may by ordinary resolution:

- (i) remove any member of the Board; and
- (ii) appoint another qualified person in place of that Board member.

(j) Suspension of Board member guilty of prejudicial behaviour

(i) If the conduct or position of any member of the Board is such that continuance in office appears to a majority of the Board to be prejudicial to the interests of the Club, a majority of the Board at a meeting of the Board specially convened for that purpose may suspend that Board member.

(ii) Within 14 days of the suspension, the Board will call a general meeting at which the Members may either confirm the suspension and remove that Board member from office in accordance with clause 23(i) or annul the suspension and reinstate that Board member.

(k) Vacation of office of Board: automatic

The office of a Board member is vacated if that Board member:

(i) dies;

(ii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(iii) is absent without the consent of the Board from all meetings of the Board held during a period of three months and the Board resolves that his or her office be vacated;

(iv) resigns the office of Board member in accordance with clauses 23(h);

(v) is removed under the provisions of clause 23(i);

(vi) ceases to be a Board member by virtue of clause 23(l) and 25(a)(ii);

(vii) becomes bankrupt or suspends payment or liquidates by arrangement or compounds with or assigns his or her estate for the benefit of his or her creditors; or

(viii) otherwise ceases to be, or becomes prohibited from being, a Board member by virtue of the Law.

(l) Eligibility of Board Members

(i) All board members and any persons nominating for a position on the Board must be an Ordinary Member (or Life Member) and must be a fit and proper person within the meaning of the Law and any other legislation to which the Club is subject by reason of its objectives.

(ii) The onus of compliance shall be upon the Board member and/or Applicant as the case may be and must be to the satisfaction of the Board.

(iii) Where the Law or other legislation provides for a process to satisfy the "Fit and Proper Person" requirement, that member shall not be eligible to be elected or sit on the Board until the formal process is completed.

## **24. Retirement of Board member**

(a) Retirement of a Board member at an annual general meeting in certain circumstances

At every annual general meeting, at which by ordinary resolution it is determined that it shall happen, all of the Board members shall retire from office and be eligible for re-election.

(b) Retiring Board stays for meeting

A Board member retiring will retain office until the dissolution or adjournment of the annual general meeting at which the Board member retires.

(c) Election of Board by annual general meeting

Subject to the provisions of this Constitution, the Club in an annual general meeting at which any Board member retires or at the conclusion of which any Board member ceases to hold office may fill up all or any of the vacated offices by electing a like number of persons to be Board member subject to clause 23(b)(i).

(d) Board may continue if place not filled

If the vacated office is not filled by election, the retiring Board member, if offering him or herself for re-election and not being disqualified under the Law from holding office as a Board member, is deemed to have been re-elected unless at that meeting:

(i) it is expressly resolved not to fill the vacated office at that time; or

(ii) a resolution for the re-election of that Board member is put and lost.

(e) Nomination of Board members for office

(i) Nominations shall be in the manner and form referred to in clause 23.

(f) Nominations for election to the Board shall be made in writing and signed by two Members of the Club and by the nominee signifying his or her consent to the nomination.

(g) An election by ballot of the members of the Board shall be conducted in the following manner:

(i) the ballot shall be conducted at the Annual General Meeting;

(ii) the voting papers shall contain the names of all duly nominated candidates for the respective positions;

(iii) the ballot shall be conducted by the Secretary or other authorised person appointed by the Board;

(iv) at the closing of the poll, the Secretary or other authorised person shall proceed with the examination of the voting papers and shall report the result to the Chairperson of the meeting who shall then declare the candidate or candidates who received the greatest number of votes to be duly elected;

(v) in case of doubt as to the formality of the voting paper, the matter shall be referred to the Chairperson whose decision shall be final;

(vi) in the event of an equal number of votes in favour of two or more candidates, the Chairperson of the meeting shall have a casting vote or votes so as to ensure the election of not more than the number necessary to fill the vacancies.

(h) Casual Vacancies of the Board

(i) All casual vacancies arising from officers and Directors of the Board, including the Secretary, shall be filled by the Board, except for the position of President. Any such officer or Director so appointed shall retire at the next following Annual General Meeting but shall be eligible as a candidate for election as an officer or Director at such Annual General Meeting.

(ii) In the absence of the President, the Vice President shall assume the role and powers of President until the next Annual General Meeting however the Board shall in such case appoint a Board member as Vice President to hold that position until the next Annual General Meeting.

## 25. Chief Executive Officer

(a) Appointment of Chief Executive Officer

The Board may appoint one Chief Executive Officer as follows:

(i) either for a fixed term or without any limitation as to the period for which the person appointed is to hold the office;

(ii) the Chief Executive Office is prohibited from being a Board member of the Club; and

(iii) subject to this Constitution, on any terms and conditions that the Board determines.

(b) Removal, suspension, replacement of absent Chief Executive Officer

(i) Subject to the provisions of any contract between the Chief Executive Officer and the Club, the Board may remove or dismiss or suspend a Chief Executive Officer from that office and appoint another in his or her place, or appoint a temporary substitute for a Chief Executive Officer while the Chief Executive Officer is absent or unable to act.

(ii) No Chief Executive Officer is entitled to attend or vote at any meeting of the Club while under suspension from office.

(c) Retirement of Chief Executive Officer

Subject to the provisions of any contract between the Chief Executive Officer and the Club, the Chief Executive Officer is subject to the same provisions as to resignation as a member of the Board.

## 26. Minutes of Meetings

(a) Minutes of all proceedings to be kept The Board will cause minutes of:

(i) all proceedings and resolutions of meetings of Members;

(ii) all proceedings and resolution of meetings of the Board, including meetings of committees of the Board;

(iii) all resolutions passed by Members without a meeting; and

(iv) all resolutions passed by the Board without a meeting,

to be duly entered in books kept for that purpose in accordance with the Law.

(b) Minutes to be signed by Chairperson

The Board will cause the minutes referred to in clauses 26(a)(i) and 26(a)(ii) to be signed by:

(i) the Chairperson of the meeting at which the proceedings took place or at which the resolutions were proposed; or

(ii) the Chairperson of the next succeeding meeting.

(c) Minutes to be presumed accurate

Where the minutes referred to in clauses 26(a)(i) and 26(a)(ii) are signed in accordance with clause 26(b), those minutes shall be presumed to be an accurate record of the relevant proceedings and resolutions unless the contrary is proved.

(d) Inspection of minutes of general meetings

Books containing the minutes of proceedings of meetings of Members will be open for inspection by any Member without charge.

(e) Minutes of Board Meetings

Minutes of Board meetings shall, to the extent permitted by Law, be confidential to the Board.

## **27. Execution of Documents**

(a) Custody and use of Seal

(i) The Board may provide a Seal for the Club and will provide for the safe custody of that Seal.

(ii) The Seal will only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf.

(b) Execution of documents

(i) The Club may execute a document using a Seal if affixed to the document and the affixing of the Seal is witnessed by:

(1) two members of the Board;

(2) a Board member and the Secretary; or

(3) a Board member and another person appointed by the Board for this purpose.

(ii) The Club may execute a document without using a Seal if the document is signed by:

(1) two members of the Board;

(2) a Board member and the Secretary; or

- (3) a Board member and another person appointed by the Board for this purpose.
- (iii) The Club may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with clauses 27(b)(i) or 27(b)(ii).
- (c) Facsimile signature under Seal

The Board may determine either generally or in a particular case and in any event subject to such conditions as they think fit that wherever a signature is required by this Constitution on a document to or in which the Seal is affixed or incorporated, that requirement will be satisfied by a facsimile of the signature affixed by mechanical or other means.

- (d) Effect of sealing

Any instrument bearing the Seal if issued for valuable consideration will be binding on the Club notwithstanding any irregularity touching the authority of the Board to issue the same, or the circumstances of its issue.

## **28. Auditors: Appointment and Removal**

The auditors of the Club will:

- (a) be appointed and may be removed as provided in the Law; and
- (b) perform the duties and have the rights and powers as may be provided in the Law.

## **29. Adoption and Amendments of Constitution**

- (a) Amend or repeal

Members may amend or repeal this Constitution, or a provision of this Constitution by special resolution passed at either an annual general meeting or an extraordinary/special general meeting.

- (b) Notice

A notice of the proposed alterations must be provided to every Member in accordance with clause 31 at least 30 days prior to the date of the meeting.

- (c) Special resolution

A special resolution amending, adopting or repealing this Constitution takes effect:

- (i) If no later date is specified in the resolution, then on the date on which the resolution is passed; or
- (ii) On a later date specified in, or determined in accordance with, the resolution.

- (d) Copy of Constitution

The Club must send a copy of this Constitution (as amended from time to time) to a Member within fourteen days if the Member:

- (i) Asks the Club, in writing, for a copy; and

(ii) Pays any fee required by the Club (at the Club's sole discretion).

### **30. Confidentiality**

(a) Members not entitled to discovery

(i) The Board will determine whether or to what extent, at what time and place or places, and under what conditions, the accounting records and other documents of the Club will be open to the inspection of Members other than Board.

(ii) Subject to the Law, (but excluding section 247D of the Law), a Member not being a Board member does not have the right, but may in the absolute discretion of the Board be authorised, to inspect or to require or receive any information, or to require discovery of any record or document of the Club or any information respecting any detail of the Club's trading or business, or any matter which is or may be in the nature of a trade secret, confidential information, mystery of trade or secret process which may relate to the conduct of the business of the Club.

(b) Officers of Club not to disclose information

(i) Every Board member, Chief Executive Officer, manager, Secretary, Treasurer, President, Vice President, auditor, trustee, member of a committee, agent, accountant or other Officer is bound to observe secrecy with respect to all transactions of the Club with its customers, the state of the account of any individual and all related matters.

(ii) If required by the Board, every such person will, before commencing that person's duties or employment or at any time afterwards, sign and make a declaration in a book to be kept for that purpose that they will not reveal or make known any of the matters, affairs or concerns which may come to their knowledge as Board, Chief Executive Officer, manager, Secretary, Treasurer, President, Vice President, auditor, trustee, member of a committee, agent, accountant or other Officer and whether relating to transactions of the Club with its customers or the state of the account of any individual or to anything else, to any person or persons except in the course and in the performance of their duties, or under compulsion or obligation of law, or when officially required so to do by the Board or by the auditors for the time being, or by any general meeting of Members.

### **31. Notices**

(a) Method of service of notices

(i) A notice may be served by the Club on a Member or other person receiving notice under this Constitution by any of the following methods:

(1) by serving it personally on the Member;

(2) by leaving it at the address of the Member in the Register;

(3) by sending it by post in a prepaid letter, envelope or wrapper addressed to the Member at the address of the Member in the Register;

(4) by emailing it to the email address (or to any other electronic contact details) nominated by the Member for the purposes of serving notices on the Member; or

(5) by sending it by facsimile transmission to a facsimile number nominated by the Member for the purpose of serving notices on the Member.

(ii) For the purposes of clauses 1(a)(2) and 1(a)(3), a Member may provide the Club with an address or email address (or other electronic contact details provided by the Member) other than that of the address of the Member in the Register for the purpose of serving notice on that Member.

(b) Notification of address, email address, facsimile number or other electronic contact details

Each Member whose address in the Register is not in Australia may at any time notify in writing to the Club an email address (or any other electronic contact details for the Member), an address, or facsimile number in Australia which will be deemed to be that Member's address in the Register or facsimile number within the meaning of clause 31.

(c) Time of Service by email

Any notice sent by email will be deemed to have been served when it is received by the Member's mail server.

(d) Signatures on notices

The signature to any notice to be given by the Club may be written or printed or a facsimile thereof may be affixed by mechanical, electronic or other means.

(e) Calculation of notice period

Where a period of notice is required to be given, the day on which the notice is dispatched and the day of doing the act or other thing will not be included in the number of days or other period.

## **32. Officers: Indemnities and Insurances**

(a) Indemnities

To the extent permitted by law:

(i) the Club indemnifies every person who is or has been an Officer of the Club or of a wholly owned subsidiary of the Club against any liability for costs and expenses incurred by that person in defending any Proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person under the Law;

(ii) the Club indemnifies every person who is or has been an Officer of the Club or of a wholly owned subsidiary of the Club against any liability incurred by the person, as an Officer of the Club or of a wholly owned subsidiary of the Club, to another person (other than the Club or a related body corporate of the Club) unless the liability arises out of conduct involving a lack of good faith; and

(iii) every Board member and Member of any committee constituted under this Constitution, the Secretary, the President, the Treasurer, the Vice President, the Officers and any person (whether an Officer of the Club or not) employed by the Club as auditor shall be indemnified out of the funds of the Club against all liability incurred by him or her in defending any Proceedings whether civil or criminal in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application under the Law in which relief is granted to him or



her by the court.

(b) Insurance

To the extent permitted by law, the Club may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Club or of a subsidiary of the Club against a liability:

- (i) incurred by the person in his or her capacity as an Officer of the Club or a subsidiary of the Club or in the course of acting in connection with the affairs of the Club or a subsidiary of the Club or otherwise arising out of the Officer's holding such office, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Club or a subsidiary of the Club or a contravention of sections 232(5) or (6) of the Law; or
- (ii) for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.

(c) Interpretation

In clauses 32(a) and 32(b):

- (i) The term "Proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as such an Officer or in the course of acting in connection with the affairs of the Club or a wholly owned subsidiary (in clause 32(a)) or subsidiary (in clause 32(b)) of the Club or otherwise arising out of the Officer's holding such office (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Club or a wholly owned subsidiary (in clause 32(a)) or subsidiary (in clause 32(b)) of the Club).

**33. Miscellaneous**

- (a) Any heading attached to any of these clauses shall not affect the construction.
- (b) No Member shall give any money, fee or gratuity or other gift or any tip to any employee of the Club in any circumstances whatsoever except in the course of a general collection approved by the Board. Any breach of this clause may in the discretion of the Board be deemed conduct unbecoming of a Member and prejudicial to the interests of the Club and dealt with by the Board accordingly.
- (c) No visitor shall be supplied with liquor on the Club's premises unless on the invitation of a Member in the Club.
- (d) No liquor shall be sold or supplied to any person under 18 years of age and no such person shall have or consume any liquor upon the Club premises.
- (e) The sale, supply and consumption of alcohol on the premises of the Club will be strictly in accordance with the Liquor Act 1992 (Qld) as amended from time to time and any other legislation or regulation.
- (f) No person other than the Club or its Members shall directly or indirectly derive any profit or advantage from the fact that the Club is or may be registered in accordance with the provisions of the Liquor Act 1992 (Qld) as amended from time to time or from any added value which may accrue because of such registration to the land upon which the Club's premises are situated.