

# **Southern Tasmanian Badminton Association Incorporated**

## **Constitution**

Date: 1<sup>st</sup> July 2024

## TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATIONS .....	1
1.1	Definitions .....	1
1.2	Interpretation.....	2
1.3	The Act .....	2
1.4	Amendment of Constitution .....	3
2.	OBJECTS AND POWERS.....	3
2.1	Objects .....	3
2.2	Powers.....	3
3.	INCOME AND PROPERTY OF THE CLUB .....	3
3.1	Sole Purpose .....	3
3.2	Payments to Members .....	3
4.	MEMBERSHIP .....	4
4.1	Categories of Members.....	4
4.2	Admission to membership.....	4
4.3	Application process.....	4
4.4	Life Members .....	5
4.5	Membership renewal.....	5
4.6	General.....	6
4.7	Limited Liability .....	6
5.	CESSATION OF MEMBERSHIP .....	6
5.1	Cessation.....	6
5.2	Resignation.....	6
5.3	Discontinuance of Membership .....	6
5.4	Forfeiture of Rights .....	7
6.	GRIEVANCES AND DISCIPLINE OF MEMBERS .....	8
6.1	Jurisdiction.....	8
6.2	By-Laws.....	8
7.	FEES AND SUBSCRIPTIONS.....	8
7.1	Fees payable by Members .....	8
8.	GENERAL MEETINGS.....	9
8.1	Annual General Meeting .....	9
8.2	Power to convene General Meeting .....	9
8.3	Notice of General Meeting .....	9
8.4	No other business .....	10
8.5	Cancellation or postponement of General Meeting.....	10
8.6	Written notice of cancellation or postponement of General Meeting .....	10
8.7	Contents of notice postponing General Meeting.....	10
8.8	Number of clear days for postponement of General Meeting .....	10
8.9	Business at postponed General Meeting.....	10
8.10	Non-receipt of notice .....	11
8.11	No proxy voting.....	11
9.	PROCEEDINGS AT GENERAL MEETING.....	11
9.1	Number for a quorum.....	11
9.2	Requirement for a quorum .....	11
9.3	Quorum and time – Special General Meetings.....	11
9.4	Quorum and time – AGMs .....	11
9.5	President to preside over General Meetings .....	11

9.6	Conduct of General Meetings.....	12
9.7	Adjournment of General Meeting .....	12
9.8	Notice of adjourned meeting .....	12
9.9	Questions decided by majority .....	12
9.10	Equality of votes.....	12
9.11	Declaration of results .....	13
9.12	Poll.....	13
9.13	Objection to voting qualification.....	13
9.14	Chair to determine any poll dispute .....	13
10.	VOTES OF MEMBERS .....	14
10.1	Votes of Members.....	14
10.2	Resolutions not in General Meeting .....	14
11.	DIRECTORS .....	14
11.1	Composition of the Board.....	14
11.2	Qualifications .....	15
11.3	Remuneration of Directors .....	15
12.	DIRECTORS .....	15
12.1	Nomination for Board .....	15
12.2	Form of Nomination .....	15
12.3	Election of Directors.....	15
13.	VACANCIES ON THE BOARD.....	16
13.1	Casual Vacancies .....	16
13.2	Grounds for Termination of Director .....	16
13.3	Board May Act .....	17
14.	POWERS AND DUTIES OF DIRECTORS .....	17
14.1	Directors to manage the Club.....	17
14.2	Specific powers of Directors.....	17
14.3	Time, etc.....	17
14.4	Code of Conduct.....	18
15.	PROCEEDINGS OF DIRECTORS .....	18
15.1	Directors meetings .....	18
15.2	Questions decided by majority .....	18
15.3	No casting vote .....	18
15.4	Quorum.....	18
15.5	Convening meetings .....	18
15.6	Chairperson .....	19
15.7	Circulating resolutions.....	19
15.8	Validity of acts of Directors.....	19
15.9	Directors' interests .....	19
15.10	Minutes .....	19
16.	TELECOMMUNICATION MEETINGS OF THE CLUB .....	20
16.1	Telecommunication meeting .....	20
16.2	Conduct of telecommunication meeting .....	20
17.	PUBLIC OFFICER.....	20
18.	COMMITTEES.....	21
18.1	Committees.....	21
18.2	Powers delegated to Committees .....	21
18.3	Committee meetings .....	21

19.	BY-LAWS .....	21
19.1	Making and amending By-Laws .....	21
19.2	Effect of By-Laws .....	21
19.3	Existing By-Laws.....	21
20.	KEEPING AND INSPECTION OF RECORDS .....	22
21.	ACCOUNTS .....	22
22.	SERVICE OF DOCUMENTS .....	22
22.1	Document includes notice .....	22
22.2	Methods of service on a Member .....	22
22.3	Methods of service on the Club .....	22
22.4	Post .....	23
22.5	Electronic transmission .....	23
23.	INDEMNITY.....	23
23.1	Indemnity of officers .....	23
23.2	Insurance.....	24
24.	WINDING UP .....	24
24.1	Winding up.....	24
24.2	Contributions of Members on winding up .....	24
24.3	Excess property on winding up .....	24
25.	COMMON SEAL.....	25

## 1. DEFINITIONS AND INTERPRETATIONS

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### 1.1 Definitions

In this Constitution unless the context requires otherwise:

**Act** means the *Associations Incorporation Act 1964 (Tas)*.

**Adult Member** means a natural person who satisfies the relevant membership criteria and who is over 18 years of age.

**AGM** or **Annual General Meeting** means the annual General Meeting of the Club required to be held by the Club in each calendar year.

**Board or Directors** means all or some of the Directors of the Club acting as a board.

**By-Law** means a By-Law made under **clauses 6** and/or **19**.

**Club** means Southern Tasmanian Badminton Association Incorporated.

**Committee** means a committee established by the Board under **clause 18**.

**Constitution** means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

**Director** means a director of the Club.

**Family Member** means a family group subject to each individual in the family satisfies the relevant membership criteria.

**General Meeting** means a general meeting of Members.

**Life Member** means a Member admitted to Life membership of the Club under **clause 5.3**.

**Temporary Member** means a natural person who has submitted an application for membership, but prior to being approved or declined by the Board.

**Junior Member** means a natural person who satisfies the relevant membership criteria and who is under 18 years of age.

**Member** means a member of the Club under **clause 4**.

**Objects** mean the objects of the Club in **clause 2.1**.

**Public Officer** means a person appointed as public officer under **clause 17**.

**Special Resolution** means a resolution that must be passed by a majority of 75% of votes exercisable by Members present and entitled to vote at the relevant General Meeting in accordance with this Constitution and/or the Act.

## 1.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person or by proxy, attorney or Representative;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or Territory or the Commonwealth or otherwise;
- (i) **(include)** the words **include**, **includes**, **including** and **for example** are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Territory or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

## 1.3 The Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with

by a particular provision of the Act, the same meaning as in that provision of the Act.

- (b) The model rules created under the Act are displaced by this Constitution and accordingly do not apply to the Club.

#### **1.4 Amendment of Constitution**

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution.

## **2. OBJECTS AND POWERS**

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### **2.1 Objects**

The Objects of the Club shall be to:

- (a) support, encourage, and develop the sport of Badminton for the community;
- (b) ensure compliance with all legal requirements pertaining to the Clubs activities;
- (c) have regard to the public interest in its operations; and
- (d) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

### **2.2 Powers**

Solely for furthering the Objects, the Club, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.

## **3. INCOME AND PROPERTY OF THE CLUB**

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### **3.1 Sole Purpose**

The income and property of the Club will be applied only towards the promotion of the Objects.

### **3.2 Payments to Members**

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Club; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let by them to the Club.

## **4. MEMBERSHIP**

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### **4.1 Categories of Members**

Members of the Club shall fall into one of the following categories:

- (a) Adult Members;
- (b) Junior Members;
- (c) Family Members;
- (d) Temporary Members; and
- (e) Life Members.

### **4.2 Admission to membership**

Subject to **clause 4.3** a person will become a Member, and their name recorded in the register of Members kept by the Club, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and/or the By-Laws and provided the person has signed a written application in which they undertake to:

- (a) be bound by this Constitution and the By-Laws of the Club (including Code of Conduct, and By-Laws specific to the relevant category of membership);
- (b) pay the fees and subscriptions determined to apply to the relevant membership category under **clause 7**; and
- (c) support the Club in the encouragement and promotion of the Objects.

### **4.3 Application process**

- (a) As soon as is practicable after the receipt of an application under **Rule 4.2**, management shall refer the application to the Board, and class the applicant as a Temporary Member.
- (b) Upon an application being referred to the Board, the Board shall, at its next Board meeting, determine whether to approve or decline the application.
- (c) If the Board approves the application for membership, the Board shall determine the appropriate category of membership and management shall, as soon as practicable, notify the applicant in writing that they are approved or declined. If approved, membership shall commence on entry into the Register in accordance with **Rule 4.3(e)**.
- (d) If the Board does not approve an application for membership, management shall, as soon as practicable, notify the applicant in writing that they are not approved for membership and refund any fee paid. The Board is not required to give reasons for its decision.



- (e) If the application for membership is approved, management shall enter the applicant's name in the Register, and upon the name of the applicant being so entered, the applicant becomes a Member. Management shall also enter the category of membership afforded to the Member and the name of the Delegate (if applicable).

#### **4.4 Life Members**

- (a) Life Membership is the highest honour which can be bestowed by the Club for longstanding and valued service to the Club.
- (b) On the nomination of the Board, any individual may be elected as a Life Member at any AGM, subject to **clause 4.2**.
- (c) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (d) The By-Laws will set out:
  - (i) current Life Members;
  - (ii) the criteria to be met by Life Members; and
  - (iii) the privileges and benefits of Life Membership, which shall include waiving of membership fees, right to receive notice of, attend, and vote at, General Meetings.
- (e) Subject to **clause 4.2**, at the time of adoption of this Constitution, the Life Members of the Club shall be those persons currently recognised by the Club as Life Members.

#### **4.5 Membership renewal**

- (a) To remain a Member, all Members (other than Life Members) must:
  - (i) renew their membership with the Club in accordance with the procedures applicable from time to time;
  - (ii) otherwise remain a Member in accordance with the procedures applicable from time to time; and
  - (iii) pay such fees as may be prescribed by the Club in respect of their membership from time to time.
- (b) Renewal of membership is not automatic and an application for renewal of membership may be declined without reason.
- (c) In addition to the effect of membership set out in **clause 4.2**, a Member is bound by, and must comply with, this Constitution and the By-Laws.
- (d) A Member is entitled to any benefits of membership prescribed to apply to Members in this Constitution or By-Laws.

#### **4.6 General**

- (a) The Club must keep a register of all Members.
- (b) No Member whose membership ceases has any claim against the Club or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) Members must treat all staff, contractors and representatives of the Club and all other Members with respect and courtesy at all times.
- (e) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Club.

#### **4.7 Limited Liability**

Members have no liability except as set out in **clause 24**.

### **5. CESSATION OF MEMBERSHIP**

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#### **5.1 Cessation**

A person ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) the termination of their Membership according to this Constitution or the By-Laws; or
- (d) that Member no longer meeting the requirements for Membership according to this Constitution and/or the By-Laws.

#### **5.2 Resignation**

For the purposes of **clause 5.1(a)**, a Member may resign as a member of the Club by giving 30 days written notice to the Board. A Junior cannot resign without the written approval of their parent or legal guardian.

#### **5.3 Discontinuance of Membership**

The Board may discontinue membership of the association upon breach of any clause of this Constitution, By-Laws, or Codes of Conduct, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised representative.

- (a) Membership shall not be discontinued by the Board without the Board first:
  - (i) Giving the accused Member the opportunity to explain the breach and/or remedy the breach; and
  - (ii) Providing the Member an opportunity to attend a Board meeting to discuss the matter in dispute.
- (b) In providing the Member the opportunity to attend a Board meeting to discuss the matter in dispute, the Board must, as soon as practicable, serve on the Member a notice in writing:
  - (i) setting out the alleged breach of the Member and the grounds on which it is based;
  - (ii) stating that the Member may address the Board at a meeting of the Board and state the date, place and time of the meeting; and
  - (iii) informing the Member that it may do one or more of the following:
    - (A) attend the meeting; and/or
    - (B) give the Company, before the date of that meeting, a written statement regarding the alleged breach.
  - (iv) At a meeting of the Board held for this purpose, the Board shall:
    - (A) give the member the opportunity to be heard;
    - (B) give due consideration to any statement submitted by the Member; and
    - (C) by resolution determine whether the alleged breach occurred.
  - (v) Where a Member fails, in the Board's view, to adequately explain the breach, the Member's membership shall be discontinued by the Association giving written notice of the discontinuance to the Member. The register shall be amended to reflect any discontinuance of membership as soon as practicable.

#### **5.4 Forfeiture of Rights**

A Member who ceases to be a Member shall forfeit all right in and claim upon the Club or the Directors for damages or otherwise, or claim upon its property including its intellectual property rights.

## **6. GRIEVANCES AND DISCIPLINE OF MEMBERS**

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### **6.1 Jurisdiction**

All Members will be subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Club whether under the By-Laws or under this Constitution.

### **6.2 By-Laws**

- (a) Subject to **clause 19**, the Board may make By-Laws for the hearing and determination of:
- (i) grievances by any Member who feels aggrieved by a decision or action of Club; and
  - (ii) disciplinary matters involving Members.
- (b) The Board in its sole discretion may refer an allegation (which in the opinion of the Board is not vexatious, trifling or frivolous) by a complainant (including but not only a Director or a Member) that a Member has:
- (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any other resolution or determination of the Board or any duly authorised committee; or
  - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Club; or
  - (iii) prejudiced themselves, the Club or brought themselves, the Club into disrepute;
- for investigation or determination either under the procedures set down in the By-Laws or by such other procedure and/or persons as the Board considers appropriate.
- (c) During any investigatory or disciplinary proceedings under this **clause 6**, a respondent, may not participate in the Club activities, pending the determination of such proceedings (including any available appeal) unless the Board decides continued participation is appropriate having regard to the matter at hand.

## **7. FEES AND SUBSCRIPTIONS**

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### **7.1 Fees payable by Members**

- (a) The Directors must determine from time to time:
- (i) the amount (if any) payable by an applicant for membership;
  - (ii) the amount of the annual membership fee payable by each Member, or any category of Members;

- (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
  - (iv) the payment method and due date for payment.
- (b) Each Member must pay to the Club the amounts determined under this **clause 7** in accordance with **clause 7.1(a)(iv)**.

## **8. GENERAL MEETINGS**

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### **8.1 Annual General Meeting**

AGMs of the Club are to be held:

- (a) according to the Act; and
- (b) otherwise as determined by the Directors (including date and venue).

### **8.2 Power to convene General Meeting**

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) Adult Members may convene a General Meeting in accordance with the Act.

### **8.3 Notice of General Meeting**

- (a) Notice of a General Meeting of Members must be given:
  - (i) to all Members entitled to attend the General Meeting, the Directors and the auditor of the Club; and
  - (ii) in accordance with **clause 22** and the Act.
- (b) At least 45 days prior to the proposed date of the AGM, the Board will request from Members notices of motions, which must be received no less than 28 days prior to the AGM.
- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
  - (i) all information required to be included in accordance with the Act;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Member or Director;
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

#### **8.4 No other business**

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

#### **8.5 Cancellation or postponement of General Meeting**

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

- (a) Members according to the Act;
- (b) the Directors at the request of Members; or
- (c) a Court.

#### **8.6 Written notice of cancellation or postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to each:

- (a) Member entitled to attend the General Meeting; and
- (b) other person entitled to notice of a General Meeting under this Constitution or the Act;

at least seven days prior to the date of the General Meeting.

#### **8.7 Contents of notice postponing General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

#### **8.8 Number of clear days for postponement of General Meeting**

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 8.6**.

#### **8.9 Business at postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

## **8.10 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

## **8.11 Proxy voting**

Proxy voting is permitted at General Meetings of the Club, at the discretion of the Board.

## **9. PROCEEDINGS AT GENERAL MEETING**

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### **9.1 Number for a quorum**

Ten Adult Members must be present and eligible to vote for a quorum to exist at a General Meeting.

### **9.2 Requirement for a quorum**

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General meeting.

### **9.3 Quorum and time – Special General Meetings**

If within 30 minutes after the time appointed for a Special General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the Chair determines.

### **9.4 Quorum and time – AGMs**

- (a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the Chair determines.
- (b) Where an AGM has been adjourned under **clause 9.4(a)**, such Members as are present on the adjourned date shall constitute a quorum in place of 9.1.

### **9.5 President to preside over General Meetings**

- (a) The President is entitled to preside as Chair at General Meetings.
- (b) If a General Meeting is convened and the Chair is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, one of the Directors or members present will preside.

## **9.6 Conduct of General Meetings**

- (a) The Chair:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in his opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever he consider it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chair under this **clause 9.6** is final.

## **9.7 Adjournment of General Meeting**

- (a) The Chair may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

## **9.8 Notice of adjourned meeting**

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

## **9.9 Questions decided by majority**

Subject to the requirements of the Act (if any) and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

## **9.10 Equality of votes**

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt the President does not have a casting vote where voting is equal.



### **9.11 Declaration of results**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the President that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of the meetings of the Club, is conclusive evidence of the fact.
- (c) Neither the President nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

### **9.12 Poll**

- (a) If a poll is properly demanded in accordance with the *Corporations Act 2001 (Cth)* or by the President of the meeting, it must be taken in the manner and at the date and time directed by the President, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Member entitled to vote will have the number of votes fixed under **clause 10.1**.
- (b) A poll demanded on the election of a President or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

### **9.13 Objection to voting qualification**

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - (i) may not be raised except at that meeting; and
  - (ii) must be referred to the Chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

### **9.14 Chair to determine any poll dispute**

If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision made in good faith is final.

## **10. VOTES OF MEMBERS**

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### **10.1 Votes of Members**

- (a) At a General Meeting, on a show of hands and on a poll, each Adult Member (whether as an Adult Member in a Family Membership or simply an individual Adult Member) shall have one vote, as long as the Adult Member has presented to the association to vote as per the By-Laws.
- (b) No Member other than Adult and Life Members are entitled to vote at General Meetings.

### **10.2 Resolutions not in General Meeting**

- (a) If the required majority of Members entitled to vote sign a document (that has been circulated to all Members entitled to notice of a General Meeting) containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Club held at the time on which the document was signed by the last Member to achieve the required majority.
- (b) For the purposes of **clause 10.2(a)**, two or more separate documents containing statements in identical terms each of which is signed by one or more Members entitled to vote are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- (c) A facsimile transmission or other form of visible or other electronic communication purported to be signed by a Member for the purpose of this clause is deemed to be a document in writing signed by that Member.

## **11. DIRECTORS**

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### **11.1 Composition of the Board**

The Board shall consist of:

- (a) the President;
- (b) the Vice President
- (c) the Secretary;
- (d) the Treasurer; and
- (e) up to three other Directors;

all of whom will be elected under **clause 12.3**.

## 11.2 Qualifications

The Board may determine from time to time duty descriptions and qualifications for Directors. Only Adult Members are eligible to be elected as a Director.

## 11.3 Remuneration of Directors

A Director may not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

- (a) paid by the Club for services rendered to it other than as a Directors; and
- (b) reimbursed by the Club for their reasonable travelling, accommodation and other expenses when:
  - (i) travelling to or from meetings of the Directors, a Committee or the Club; or
  - (ii) otherwise engaged on the affairs of the Club.

## 12. DIRECTORS

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### 12.1 Nomination for Board

Nominations for Directors should be called for 60 days prior to the General Meeting at which the election is to be held (usually the AGM).

### 12.2 Form of Nomination

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) signed by two Adult Members;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Club not less than 35 days before the date fixed for the holding of the General Meeting.

### 12.3 Election of Directors

- (a) If the number of nominations received for positions on the Board 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.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, the positions will be deemed casual vacancies under **clause 13.1**.
- (c) 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 order drawn by ballot, for each vacancy on the Board.

- (d) The voting shall be conducted using such ballot method as is determined by the Board and shall be by secret ballot.
- (e) If voting is equal for two or more candidates a further ballot will be held. If voting is still equal after the further ballot the election will be declared null and void and the positions will be declared casual vacancies.
- (f) The positions of President, Vice President, Secretary and Treasurer shall be appointed by the Board from amongst its number as soon as practicable after each Annual General Meeting.
- (g) Directors including the President shall be elected for a term of two years, and are subject to provisions in this Constitution relating to early retirement or removal of Directors.

#### **12.4 Term of Appointment**

- (a) Each elected Director shall hold office until the second Annual General Meeting following the declaration of their election, but are eligible for re-election
- (b) At the Annual General Meeting following the adoption of this Constitution, nominations for the President, Vice President, Treasurer, and Secretary positions will be transferred to a general nomination for the board of directors.
- (c) Any adjustment to the term of a Director elected under this Constitution necessary to ensure rotational terms in accordance with this Constitution, shall be determined by the Board. Elections to subsequent Boards shall then proceed in accordance with the procedures in this Constitution.

### **13. VACANCIES ON THE BOARD**

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#### **13.1 Casual Vacancies**

- (a) Any casual vacancy that occurs in the position of a Director may be filled by the remaining Directors from among appropriately qualified persons.
- (b) Any casual vacancy may only be filled for the remainder of the vacating Director's term under this Constitution.

#### **13.2 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 insolvent under administration or makes any arrangement or composition with their creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;

- (d) resigns their 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 three months;
- (f) is an employee of the Club;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- (h) in after reasonable consideration by the Board the Board determines the Director has:
  - (i) acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Club; or
  - (ii) brought themself or the Club into disrepute;

provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act*.

### **13.3 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 but, 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 Director to a number sufficient to constitute such a quorum or to convene a General Meeting.

## **14. POWERS AND DUTIES OF DIRECTORS**

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### **14.1 Directors to manage the Club**

The Directors are to manage the Club's business and may exercise those of the Club's powers that are not required, by the Act or by this Constitution, to be exercised by the Club in General Meeting.

### **14.2 Specific powers of Directors**

Without limiting **clause 14.1**, the Directors may exercise all the Club's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Club or of any other person.

### **14.3 Time, etc.**

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a

circumstance is to change on or by a particular date, the Directors may in their absolute discretion extend that time, period or date as they think fit.

#### **14.4 Code of Conduct**

The Directors should:

- (a) adopt a code of conduct for Directors; and if adopted
- (b) periodically review the code of conduct in light of the general principles of good corporate governance.

### **15. PROCEEDINGS OF DIRECTORS**

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#### **15.1 Directors meetings**

The Directors should meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

#### **15.2 Questions decided by majority**

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

#### **15.3 No casting vote**

The chairperson of the meeting will not have a casting vote.

#### **15.4 Quorum**

Four Directors present in person constitutes a quorum.

#### **15.5 Convening meetings**

- (a) A Director may convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, facsimile or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Club in person or by post or by telephone, facsimile or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at that meeting of Directors.

## **15.6 Chairperson**

The President will preside at Board meetings and General Meetings. If the President is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, one of the Directors will preside.

## **15.7 Circulating resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held if the required majority of the Directors who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director required to achieve the required majority signs.
- (d) Resolutions circulated electronically will be accepted as signed if the Director replies to the resolution in the affirmative.

## **15.8 Validity of acts of Directors**

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

## **15.9 Directors' interests**

- (a) A Director shall declare to the Board that Director's interest in any matter in which any material personal interest or related party transaction arises as defined by the *Corporations Act 2001 (Cth)*, and that Director must absent themselves from discussion of such matter and shall not be entitled to vote in respect of such matter.
- (b) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (c) The Board shall maintain a register of declared interests.

## **15.10 Minutes**

The Directors must cause minutes of meetings to be made and kept according to the Act and the *Corporations Act 2001 (Cth)*.

## **16. TELECOMMUNICATION MEETINGS OF THE CLUB**

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### **16.1 Telecommunication meeting**

- (a) A General Meeting or a Directors' Meeting may be held by means of a telecommunication meeting, provided that:
  - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable);
  - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **clause 16**.

### **16.2 Conduct of telecommunication meeting**

The following provisions apply to a telecommunication meeting of the Club:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the President;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the President of leaving the meeting; and
- (f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the President.

## **17. PUBLIC OFFICER**

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- (a) There must be a Public Officer who will be appointed by the Directors under the Act.
- (b) In addition to the manner in which the office of public officer becomes vacant under the Act the Directors may suspend or remove the Public Officer from that office.



- (c) The Public Officer holds office on the terms and conditions and with the powers, duties and authorities, determined by the Act and the Directors. Subject to this Constitution the Public Officer is not entitled to remuneration.

## **18. COMMITTEES**

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### **18.1 Committees**

The Directors may by written instrument delegate any of their powers to Committees consisting of such persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

### **18.2 Powers delegated to Committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors. A Committee is responsible to and reports to the Board.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

### **18.3 Committee meetings**

Committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

## **19. BY-LAWS**

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### **19.1 Making and amending By-Laws**

- (a) In addition to By-Laws made under **clause 6** the Directors may from time to time make By-Laws which in their opinion are necessary or desirable for the control, administration and management of the Club and may amend, repeal and replace those By-Laws.
- (b) Interpretation of the By-Laws is solely the province of the Directors.

### **19.2 Effect of By-Laws**

A By-Law:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

### **19.3 Existing By-Laws**

All existing By-Laws of the Club in force at the time of the adoption of this Constitution shall remain in force unless replaced by this Constitution.

## **20. KEEPING AND INSPECTION OF RECORDS**

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- (a) The Directors will cause Association records to be kept for a period of seven years from their creation.
- (b) Subject to privacy and confidentiality obligations Members shall have the right to inspect documents of the Club as permitted by the Act.
- (c) The Board may impose conditions on a Member's inspection of the Club documents under this clause or may refuse such inspection where the Board reasonably considers that the Member is not seeking and/or undertaking the inspection in good faith and/or for a proper purpose.

## **21. ACCOUNTS**

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- (a) The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.
- (b) 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, in such manner as the Directors determine from time to time.
- (c) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the *Corporations Act 2001 (Cth)*.

## **22. SERVICE OF DOCUMENTS**

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### **22.1 Document includes notice**

In this **clause 22**, document includes a notice.

### **22.2 Methods of service on a Member**

The Club may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a fax number or electronic address nominated by the Member.

### **22.3 Methods of service on the Club**

A Member may give a document to the Club:

- (a) by delivering it to the Club's registered office;
- (b) by sending it by post to the Club's registered office; or

- (c) by sending it to a fax number or electronic address nominated by the Club.

#### **22.4 Post**

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
- (b) if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second business day after the date of its posting.

#### **22.5 Electronic transmission**

If a document is sent by any form of electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the electronic transmission; and
- (b) have been delivered on the business day following its transmission.

### **23. INDEMNITY**

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#### **23.1 Indemnity of officers**

Every person who is or has been:

- (a) a Director; or
- (b) Public Officer,

is entitled to be indemnified out of the property of Club against:

- (c) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (d) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity, unless:
  - (i) the Club is forbidden by statute to indemnify the person against the liability or legal costs; or
  - (ii) an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

## **23.2 Insurance**

The Club may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Public Officer against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Club is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Club paid the premium, be made void by statute.

## **24. WINDING UP**

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### **24.1 Winding up**

The Club may only be wound up by Special Resolution and/or otherwise in accordance with the Act.

### **24.2 Contributions of Members on winding up**

- (a) Each Adult Member must contribute to the Club's property if the Club is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
  - (i) payment of the Club's debts and liabilities contracted before their membership ceased;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves;and the amount is not to exceed \$1.00.
- (c) No other Member must contribute to the Club's property if the Club is wound up.

### **24.3 Excess property on winding up**

- (a) If on the winding up or dissolution of the Club, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
  - (i) having objects similar to those of the Club; and
  - (ii) whose constitution prohibits (or each of whose constitutions 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 under this Constitution.

- (b) That body is, or those bodies are, to be determined by the Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

## **25. COMMON SEAL**

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- (a) The common seal is to be in the form of a rubber stamp inscribed with the name of the Association encircling the word "Seal".
  - (b) The common seal is not to be affixed to any instrument except by the authority of the board.
  - (c) The affixing of the common seal is to be attested by the signatures of:
    - (i) Two members of the board; or
    - (ii) One member of the board and the public officer; or
    - (iii) Any other person the board may appoint for that purpose.
  - (d) If a sealed instrument has been attested under [subrule \(3\)](#) , it is presumed, unless the contrary is shown, that the seal was affixed to that instrument by the authority of the board.
  - (e) The common seal is to remain in the custody of the public officer of the Association.
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