

CONSTITUTION
of
NSW SQUASH LIMITED
(ACN 001 498 924)

Version 4

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TABLE OF CONTENTS

1. NAME	2
2. OBJECTS OF THE COMPANY	2
3. POWERS OF THE COMPANY	3
4. DEFINITIONS AND INTERPRETATION.....	4
5. MEMBERS.....	6
6. ADMISSION TO MEMBERSHIP.....	7
7. SUBSCRIPTIONS AND FEES.....	8
8. COMPANY REGISTER OF MEMBERS.....	9
9. EFFECT OF MEMBERSHIP	9
10. DISCONTINUANCE OF MEMBERSHIP	9
11. DISCIPLINE OF MEMBERS	10
12. DELEGATES	11
13. GENERAL MEETINGS	11
14. NOTICE OF GENERAL MEETINGS.....	12
15. BUSINESS OF GENERAL MEETINGS	12
16. PROCEEDINGS AT GENERAL MEETINGS	13
17. VOTING ENTITLEMENTS AT GENERAL MEETINGS.....	14
18. PROXY VOTING.....	15
19. POWERS OF THE BOARD	15
20. COMPOSITION OF THE BOARD.....	15
21. ELECTION OF ELECTED DIRECTORS.....	16
22. APPOINTED DIRECTORS	16
23. VACANCIES OF DIRECTORS	17
24. MEETINGS OF THE BOARD	17
25. CONFLICTS	19
26. CHIEF EXECUTIVE OFFICER.....	19
27. DELEGATIONS	20
28. BY-LAWS	21
29. STRATEGIC FORUM	22
30. RECORDS AND ACCOUNTS	22
31. SEAL	23
32. APPLICATION OF INCOME AND PROPERTY.....	23
33. AUDITOR.....	24
34. NOTICES	24
35. ADDITION ALTERATION OR AMENDMENT.....	25
36. WINDING UP OF COMPANY AND LIABILITY OF MEMBERS.....	25
37. INDEMNITY	25

CORPORATIONS ACT (2001) (CTH)

CONSTITUTION

OF

NSW SQUASH LIMITED

1. NAME

The name of the Company is NSW Squash Limited.

2. OBJECTS OF THE COMPANY

The objects of the Company are to:

- (a) participate as a member, affiliate and otherwise liaise with Squash Australia or its successor or assign and such other bodies as may be desirable to achieve these Objects;
- (b) conduct, encourage, promote, advance, control and administer the game of squash activities in and throughout New South Wales;
- (c) provide for the conduct, encouragement, promotion and administration of activities related to the game of squash through and by various Members for the mutual and collective benefit of the Members;
- (d) provide for the conduct, encouragement, promotion and administration of educational activities through and by various Members for officials, coaches, and athletes for the mutual and collective benefit of the Members;
- (e) act in good faith and loyalty to ensure the maintenance and enhancement of the Company and the game of squash, its standards, quality and reputation for the collective and mutual benefit of the Members and the game of squash;
- (f) at all times operate with and promote mutual trust and confidence between the Company and the Members in pursuit of these Objects;
- (g) at all times to act on behalf of, in the interests of, and in conjunction, with the Members;
- (h) promote the economic and sporting success, strength and stability of the Company and the Members, and to act interdependently with the Members in pursuit of these Objects;
- (i) ensure compliance with the by-laws, policies and rules of the Company as amended from time to time;
- (j) apply the property and capacity of the Company towards the fulfilment and achievement of these Objects;
- (k) use and protect the Intellectual Property;

- (l) collect, distribute and publish information in connection with the game of squash;
- (m) promote and control state meetings, competitions and championships and to the extent relevant, promote and assist in conducting national and international meetings, competitions and championships;
- (n) strive for governmental, commercial and public recognition of the Company and the game of squash;
- (o) promulgate and secure uniformity in such rules as may be necessary or appropriate for the management and control of the game of squash and related activities in New South Wales;
- (p) promote the game of squash as a spectator sport;
- (q) through or in association with the Clubs or other entities or of itself, promote the health and safety of all Members;
- (r) pursue through itself or others such commercial arrangements, including sponsorship and marketing opportunities as are appropriate, to further these Objects;
- (s) formulate or adopt and implement appropriate policies, including in relation to member protection, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs and such other matters as arise from time to time as issues to be addressed in the game of squash;
- (t) represent the interests of its Members and of the game of squash generally in any appropriate forum;
- (u) have regard to the public interest in its operation;
- (v) do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits which these Objects are intended to achieve;
- (w) act as final arbiter on all matters pertaining to the conduct of squash in New South Wales, including disciplinary matters;
- (x) encourage and promote performance-enhancing drug free competition; and
- (y) undertake and or do all things or activities which are necessary, incidental or conducive to advance these Objects.

The Company is established solely for the Objects.

3. POWERS OF THE COMPANY

Solely for furthering the Objects, the Company, in addition to any powers it has under the Act, has the legal capacity and powers of a company as set out under section 124 of the Act.

4. DEFINITIONS AND INTERPRETATION

4.1 Definitions

In this Constitution, unless the context otherwise requires:

“**Act**” means in the context of the Company, the Corporations Act 2001 (Cth).

“**Appointed Director**” means a Director appointed in accordance with rule 25.

“**Board**” means the Board of the Company constituted under this Constitution.

“**By-Laws**” means any by-laws made by the Board under rule 31.

“**Chief Executive Officer**” means the Chief Executive Officer of the Company for the time being appointed under this Constitution.

“**Club**” means a:

- (a) club formed for the purpose of playing competition squash or for other purposes related to the game of squash; or
- (b) centre that provides facilities for playing squash;

and which is admitted to membership under rule 6.

“**Company**” means NSW Squash Limited or its successors or assigns.

“**Constitution**” means the Constitution for the time being of the Company.

“**Delegate**” means the persons elected or appointed from time to time by a relevant Member to represent and act for and on behalf of that Member at General Meetings.

“**Director**” means a member of the Board and includes an Appointed Director and Elected Director.

“**Divisions**” means a committee which has been delegated responsibilities by the Board under rule 27.

“**Elected Director**” means a Director elected to the Board in accordance with rule 24.

“**Financial Year**” means any 12 month period which concludes on 30 June.

“**General Meeting**” means the annual or any special general meeting of the Company.

“**Intellectual Property**” means all rights or goodwill subsisting in copyright, business names, names, trade marks (or signs), logos, designs, patents or service marks (whether registered or registrable) relating to the Company or any event, competition, championship, meeting or activity of or conducted, promoted or administered by the Company.

“**Life Member**” means a natural person upon whom life membership of the Company has been conferred under rule 5.3.

“Member” means a member for the time being of the Company under rule 5.

“Objects” means the objects of the Company in rule 2.

“President” means the president for the time being of the Company who shall be an Elected Director and shall be appointed by the other Directors annually.

“Register” means the register of Members kept in accordance with the Act.

“Registered Player” means a natural person who plays or is associated with the game of squash and who is recognised by the Company, without being a Member.

“Special Resolution” means the same meaning as in the Act.

“Squash Australia” means Squash Australia Limited or its successors or assigns.

4.2 Interpretation

- (a) Expressions referring to “writing” shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.
- (b) In this Constitution unless the context otherwise requires:
 - (i) a reference to a function includes a reference to a power, authority and duty;
 - (ii) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
 - (iii) words importing the singular include the plural and vice versa;
 - (iv) words importing any gender include the other gender;
 - (v) references to persons include corporations and bodies politic;
 - (vi) references to a person include the legal personal representatives, successors and permitted assigns of that person;
 - (vii) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
 - (viii) an expression used in the Act that is given a special meaning for the purposes of the Act, has in any rule of this Constitution that deals with the same matter, the same meaning as in the Act;
 - (ix) all headings contained in this Constitution are for guidance and do not form part of the substance of the Constitution.

- (c) If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it cannot be read down it shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Constitution or affecting the validity or enforceability of that provision in any other jurisdiction.
- (d) The replaceable rules referred to in section 141 of the Act do not apply to the Company and are replaced by the rules set out in this Constitution.

5. MEMBERS

5.1 Members of Company

The Members of the Company shall consist of:

- (a) the Clubs, which subject to this Constitution, shall be represented by their Delegates who have the right to attend, debate and vote at General Meetings for and on behalf of the Club; and
- (b) Life Members, who may attend, debate and vote at General Meetings; and
- (c) such new categories of Members as may be created in accordance with rule 5.2. Any new category of Member established by the Board shall not be entitled to stand for office as a Director or to vote at General Meetings.

5.2 Creation of New Categories of Membership

Subject to rule 5.1(c), the Board has the right and power from time to time to create new categories of membership with such rights, privileges and obligations as are determined applicable. The Board shall advise the Members of the new categories and the associated rights.

5.3 Life Members

- (a) The Company may, from among persons who have provided long and meritorious service with the Company, appoint Life Members in recognition of their efforts in furthering the interests of the Company.
- (b) A Life Member may only be elected by a resolution at an Annual General Meeting following the submission to the Annual General Meeting of a recommendation by the Board.
- (c) Nominations for life membership must be submitted to the Board by 31 August in any year.
- (d) Upon life membership being conferred, the person's details shall be entered upon the register. A person shall become a Life Member from the time their life membership is formally announced.

6. ADMISSION TO MEMBERSHIP

6.1 Clubs

- (a) The Company shall consist of such Clubs as are admitted to membership by the Board from time to time in accordance with this rule.
- (b) To be eligible for membership as a Club, the applicant squash club or centre must meet any criteria set by the Board from time to time. Subject to this Constitution or any procedures set by the Board from time to time, an application for membership by a club or centre must:
 - (i) be in writing in the form prescribed by the Board from time to time;
 - (ii) stipulate which governing body or other persons shall be entitled to appoint its Delegates;
 - (iii) be accompanied by the appropriate fee or fees, if any; and
 - (iv) be lodged with the Chief Executive Officer.
- (c) As soon as is practicable after the receipt of an application under rule 6.1(b), the Chief Executive shall refer the application to the Board.
- (d) Upon an application being referred to the Board, the Board shall, as soon as practicable, determine whether to approve or decline the application.
- (e) If the Board approves the application for membership, the Chief Executive shall, as soon as practicable, notify the applicant in writing that it is approved. If approved, the Chief Executive shall enter the name of the Club into the Register.
- (f) If the Board does not approve an application for membership, the Chief Executive shall, as soon as practicable, notify the applicant in writing that their application for membership is not approved. The Board is not required to give reasons for its decision.

6.2 Membership Renewal

Clubs must renew their membership with the Company in accordance with the procedures set down by the Board in By-Laws from time to time.

6.3 Operation of Constitution

The Company and the Members agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and the game of squash is to be conducted, encouraged, promoted and administered in New South Wales;
- (b) to act in good faith and loyalty to each other to ensure the maintenance and enhancement of the game of squash, its standards, quality and reputation for the collective and mutual benefit of the Members;

- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the game of squash and its maintenance and enhancement;
- (d) to make full and proper disclosure to each other of all matters of importance to the Company and the game of squash;
- (e) to ensure that no Member acquires a material or financial advantage at the expense of the Company or the game of squash;
- (f) to operate with mutual trust and confidence in pursuit of the Objects;
- (g) to promote the economic and sporting success, strength and stability of each other and to act interdependently with each other in pursuit of the Objects; and
- (h) to act for and on behalf of the interests of the game of squash, the Company and the Members.

7. SUBSCRIPTIONS AND FEES

- (a) Fees including annual membership fees, registration fees and levies payable by Members (or any category of Member) to the Company, the basis of, the time for and the manner of payment shall be determined by the Board.
- (b) Life Members are exempt from the payment of annual membership fees.
- (c) The Board may, in its discretion, reduce, suspend or waive the requirement for any Member (or any category of Member) to pay fees to the Company.
- (d) Monies payable to the Company by the Members under rule 7(a) shall be forwarded to the Company for the Company's use by such dates as are prescribed by the Board.
- (e) If any fees or other monies remain unpaid by a Member for a period in excess of one (1) month after they have become due and payable, the Board may suspend such Member from exercising all rights under this Constitution. The suspension shall be automatically lifted upon payment by the Member of all monies owing to the Company. The Board may in its absolute discretion lift the suspension upon part payment of the amount owing and reimpose the suspension if the balance is not paid to the Company within such further period as the Board may determine.
- (f) If any fees or other monies remain unpaid by a Member for a period in excess of two (2) months after they have become due and payable, the Board may terminate the membership of such Member and remove the name of the Member from the register of Members but the Member shall remain liable for any monies due and payable to the Company.

8. COMPANY REGISTER OF MEMBERS

8.1 Chief Executive Officer to Keep Register

The Chief Executive Officer shall keep and maintain a register of Members in which shall be entered such information as is required under the Act from time to time.

8.2 Inspection of Register

Having regard to privacy and confidentiality considerations and subject to the Act, an extract of the register, excluding the address of any Member, shall be available for inspection (but not copying), upon reasonable request.

9. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Company and they are bound by this Constitution and the By-Laws;
- (b) they shall comply with and observe this Constitution, the By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised Committee;
- (c) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Company;
- (d) this Constitution and the By-Laws are made in pursuit of a common object, namely the mutual and collective benefit of the Company, the Members and the game of squash;
- (e) this Constitution and the By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the game of squash; and
- (f) they are entitled to all benefits, advantages, privileges and services of the Company membership.

10. DISCONTINUANCE OF MEMBERSHIP

10.1 Resignation

A Member may at any time, by giving notice in writing to the Company, resign membership of the Company but such Member will continue to be liable for any monies due and payable to the Company and for any other liability to the Company (including but not limited to any liability arising under **rule 36.1**). An entry recording the date on which the Member who or which gave notice ceased to be a Member shall be recorded in the Register.

10.2 Forfeiture of Property Rights

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Company and its property including Intellectual Property. Any of the Company documents, records or other property in the possession, custody or control of that Member shall be returned to the Company immediately.

10.3 Membership May be Reinstated

Membership which has lapsed, been withdrawn or terminated under this Constitution may be reinstated at the discretion of the Board and upon such terms and conditions as the Board shall determine.

11. DISCIPLINE OF MEMBERS

11.1 Disciplinary Proceedings

Where the Board is advised or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any resolution or determination of the Board; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company and/or the game of squash; or
- (c) brought the Company or the game of squash into disrepute;

the Board may commence or cause to be commenced disciplinary proceedings against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms (if any) of the Company set out in the By-Laws. The Board shall have the power to censure, fine, suspend or expel a Member from the Company.

11.2 Suspension of Membership

A Member who has been suspended by the Board shall not be entitled during the period of suspension:

- (a) to attend or vote at a General Meeting of the Company;
- (b) to appoint a proxy to attend and vote on behalf of a suspended Member at a General Meeting of the Company;
- (c) to be nominated or elected as a director of the Company;
- (d) to nominate a candidate for election as a director of the Company;
- (e) to be a requisitioner for the convening of a special General Meeting of the Company; or

- (f) to exercise any other rights conferred upon the Member by this Constitution or the Act.

12. DELEGATES

12.1 Appointment of Delegates

- (a) Each Club shall be entitled to appoint Delegates by notification in writing to the Chief Executive Officer. Clubs may appoint their Delegates for such term as they deem appropriate but, unless the Chief Executive Officer is advised to the contrary, every appointment shall continue in force until it is expressly revoked or changed in writing by the Club.
- (b) A Delegate must:
 - (i) not be an employee of the Company;
 - (ii) be appropriately empowered by their Club to make decisions at General Meetings.
- (c) Each Club must advise the Chief Executive Officer in writing of any newly appointed Delegates at least 24 hours prior to the commencement of each General Meeting.
- (d) The Chief Executive Officer shall record any change in Delegate in the Register.

12.2 Delegates as Representative

- (a) Delegates shall represent their Club at General Meetings and, subject to this Constitution, shall have full power to consider and vote on resolutions and the elections at General Meetings.
- (b) A Club is entitled to appoint a proxy in accordance with this Constitution and the Act.
- (c) The Delegate of a Club is not entitled to appoint a proxy.

13. GENERAL MEETINGS

13.1 Annual General Meeting

The annual General Meeting shall be held at least once in every calendar year but not more than five (5) months after the end of the Financial Year. Unless otherwise resolved by the Board, the annual General Meeting shall be held in the month of October following the end of the Financial Year.

13.2 Special General Meetings

- (a) All General Meetings other than the annual General Meeting referred to in rule 13.1 shall be special General Meetings and shall be held in accordance with this Constitution.
- (b) The Board may, whenever it thinks fit, convene a special General Meeting of the Company.

- (c) The Board shall convene a special General Meeting on the requisition in writing by not less than 5 % of the Members who would be entitled to vote at the special General Meeting
- (d) The requisition for a special General Meeting shall state the object(s) of the meeting and shall be signed by the Members (or their representatives) making the requisition and be sent to the Company. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisition.
- (e) If the Board does not cause a special General Meeting to be held within three (3) months after the date on which the requisition is sent to the Company, the Members making the requisition, or any of them, may convene a special General Meeting to be held not later than three (3) months after that date.
- (f) A special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

14. NOTICE OF GENERAL MEETINGS

14.1 Notice to be Given

At least 21 days prior to a General Meeting, notice shall be given to every Member and Director at the address appearing in the Register. No other person shall be entitled as of right to receive notices of General Meetings, except the Company's auditor(s).

14.2 Form of Notice

Every notice convening a General Meeting shall set out:

- (a) the place, date and time for the meeting;
- (b) the general nature of the business to be transacted at the meeting;
- (c) if a special resolution is to be proposed at the meeting, an intention to propose the special resolution and state the resolution;
- (d) a statement:
 - (i) that each Club and Life Member has the right to appoint a proxy;
 - (ii) that a proxy does not have to be a member of the Company; and
 - (iii) that a Club may cast two votes and may appoint two proxies and specify the proportion or number of votes that each proxy is appointed to exercise.

15. BUSINESS OF GENERAL MEETINGS

15.1 Business to be Transacted

- (a) The business to be transacted at the annual General Meeting includes the consideration of the accounts and the reports of the Board and the auditors, the declaration of Directors and the appointment of auditors.

- (b) The business of the Annual General Meeting shall be as follows, to:
 - (i) confirm the minutes of the previous annual General Meeting;
 - (ii) receive and consider the annual report of the Company;
 - (iii) receive and consider the financial report, the Directors' report and the auditor's report;
 - (iv) appoint an auditor, in the event of there being a vacancy in the office of auditor;
 - (v) approve of the payment of honoraria to the Directors;
 - (vi) deal with any other business of which due notice has been given to the Members.
- (c) All business that is transacted at a General Meeting, with the exception of those matters set out in rule 15.1(a) shall be Special Business. "Special Business" is business of which a notice of motion has been submitted to the Board prior to the meeting being called.

15.2 No Other Business

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

16. PROCEEDINGS AT GENERAL MEETINGS

16.1 Quorum Present

A quorum for General Meetings shall be twenty (20) Members present in person or by virtue of their Delegates or proxies. For the avoidance of doubt, a Club shall be taken as having one person present if it has one or more Delegates or proxies in attendance on its behalf at the General Meeting.

16.2 President to Preside

The President shall, subject to this Constitution, preside at every General Meeting of the Company. If the President is not present, or is unwilling or unable to preside, the Directors shall elect one of the remaining Directors who shall, subject to this Constitution, preside as chair for that meeting only.

16.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the General Meeting a quorum is not present the meeting shall be:
 - (i) dissolved where it was convened upon the requisition of Members; or
 - (ii) in any other case, adjourned to such other day and at such other time and place as the chair may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting will lapse.

- (b) The chair may, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a General Meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in rule 16.3(c), it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

16.4 Poll

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

- (a) directed by the chair; or
- (b) demanded by at least three (3) Members present in person or by their Delegates or proxies.

16.5 Recording of Determinations

Except when a poll is conducted in terms of rule 16.4, a declaration by the chair 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 book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

16.6 Where Poll Demanded

If a poll is conducted under rule 16.4 it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs, and the result of the poll shall be the resolution of the motion in respect of which the poll was conducted.

17. VOTING ENTITLEMENTS AT GENERAL MEETINGS

- (a) Each Club and Life Member shall have voting rights. Delegates shall represent their respective Club. Each Club shall have two (2) votes and, subject to this Constitution, any one of their Delegates shall be entitled to exercise these votes. Each Life Member shall have one (1) vote.
- (b) The chair shall not have a casting vote. Where voting is equal the vote shall be lost.
- (c) Each Director is entitled to notice of, and to attend and debate at all General Meetings but shall not vote.
- (d) No Member shall be entitled to attend or to vote at a General Meeting or to be represented at a General Meeting by a Delegate or proxy or other person whilst the membership of such Member is suspended.

18. PROXY VOTING

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form has been duly completed and is received by the Company at least 24 hours prior to the commencement of the meeting. Every notice convening a General Meeting shall include a proxy form which may be used by Members.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. Clubs and Life Members shall be entitled to instruct a proxy to vote in favour of or against any proposed resolutions and to how the proxy is to vote in respect of the election of the Directors. Unless otherwise instructed the proxy may exercise the proxy vote as he think fit.
- (c) A proxy shall be entitled to vote on a show hands and on a poll.
- (d) The instrument appointing a proxy may appoint the Chairman of the General Meeting.

19. POWERS OF THE BOARD

(a) Subject to the Act and this Constitution, the business of the Company shall be governed and the powers of the Company shall be exercised by the Board. The Board shall act in accordance with the Objects of the Company and shall operate for the collective and mutual benefit of the Company, the Members and the game of squash.

(b) Notwithstanding rule 19 (a), the Board shall not sell, assign or lease any real property or intellectual property owned by the Company without the prior written approval of the Company in general meeting.”

20. COMPOSITION OF THE BOARD

20.1 Composition

The Board will, subject to this Constitution, comprise no more than eight (8) Directors being:

- (a) six (6) Elected Directors elected under rule 21;
- (b) up to two (2) Appointed Directors appointed under rule 22.

20.2 Qualifications of Directors

A Director shall not be an employee of the Company.

20.3 Portfolios

The Board may determine the interests of the Company are best served by the allocation of portfolios to Directors. The Board shall be entitled to vary the titles and portfolios of each of the Directors in accordance with the needs of the Company from time to time.

21. ELECTION OF ELECTED DIRECTORS

21.1 Nominations for Elected Directors

Nominations must be received by the Company to be considered for election as Directors 28 days prior to the relevant General Meeting.

21.2 Form of Nomination

Nominations for election to the Board pursuant to rule 21.1 must be in writing on the form prescribed by the Board for that purpose. In any event, a person must be nominated by two (2) Members.

21.3 Election Process

Elections for Elected Directors shall be conducted at the Annual General Meeting in the manner directed by the Board or set out in the By-Laws.

21.4 Term of Elected Directors

- (a) Subject to the provisions in this Constitution relating to the earlier retirement or removal of Directors, each Elected Director shall hold office for two (2) years but is eligible for re-election subject to this Constitution.
- (b) To ensure rotational terms, three (3) Elected Directors shall retire each even year and three (3) Elected Directors shall retire each odd year.

21.5 Transitional Provisions

Upon this Constitution taking effect at a General Meeting, the Directors who held office immediately prior to such General Meeting shall continue to hold office under the terms of this Constitution, however there shall be no change to the Term of any such Director.

22. APPOINTED DIRECTORS

22.1 Appointment of Directors

The Elected Directors may appoint up to two (2) Appointed Directors.

22.2 Qualifications for Appointed Directors

The Appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Members but must be natural persons.

22.3 Term of Appointment for Appointed Directors

- (a) Appointed Directors may be appointed by the Elected Directors under this Constitution for a term of two (2) years, which shall commence from the first Board meeting after the annual General Meeting until after the conclusion of the second annual General Meeting following.
- (b) Appointed Directors may be appointed to ensure rotational terms that coincide with the Elected Directors' rotational terms.

23. VACANCIES OF DIRECTORS

23.1 Grounds for Termination of Director

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office by providing notice in writing to the Company;
- (e) is absent without the consent of the Board from three (3) consecutive Board meetings held during a period of six (6) months;
- (f) holds any office of profit under the Company;
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest;
- (h) is removed from office in accordance with the provisions of the Act; or
- (i) would otherwise be prohibited from being a director of a corporation under the Act.

23.2 Casual Vacancies

Any casual vacancy occurring in the office of a Director may be filled by the Board within two (2) months of the vacancy arising. Any such vacancy shall only be filled for the remainder of the Director's term under this Constitution.

23.3 Remaining Directors May Act

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

24. MEETINGS OF THE BOARD

24.1 Board to Meet

The Board shall meet as often as is deemed necessary for the dispatch of business and may adjourn and, subject to this Constitution, otherwise regulate, its meetings as it thinks fit.

24.2 Chair

The President shall chair any Board meeting at which he is present. If the President is not present, or is unwilling or unable to preside the remaining Directors shall appoint one of their number to preside as chair for that meeting only.

24.3 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors present and entitled to vote shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. The chair shall not be entitled to exercise a casting vote where voting is equal.

24.4 Resolutions Not in Meeting

- (a) A resolution in writing, signed or assented to by facsimile or other form of visible or other electronic communication by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board;
 - (iii) in the event of a failure in communications prevents rule 24.4(b)(i) from being satisfied by a quorum of Directors then the meeting shall be suspended until rule 24.4(b)(i) is satisfied again. If such is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated; and
 - (iv) no meeting shall be invalidated merely because no Director is physically present at the place for the meeting specified in the notice of meeting.

24.5 Quorum

At meetings of the Board, a majority of Directors is required to constitute a quorum.

24.6 Notice of Board Meetings

- (a) Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence), not less than seven (7) days' written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than five (5) days prior to such meeting.
- (b) Any two (2) Directors can convene a Board meeting.

24.7 Validity of Board Decisions

A procedural defect in decisions taken by the Board shall not result in such decision being invalidated.

25. CONFLICTS

A Director shall declare to the Board his interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter;
- (d) financial matter; or
- (e) other matter;

in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Board, absent himself from discussion of such matter and shall not be entitled to vote in respect of such matter. In the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred. The Chief Executive Officer shall maintain a register of declared interests.

26. CHIEF EXECUTIVE OFFICER AND SECRETARY

26.1 Appointment of Chief Executive Officer and Secretary

- (a) The Board may appoint a Chief Executive Officer of the Company for such term and on such conditions as it thinks fit.
- (b) The Board shall appoint a Secretary of the Company for the purposes of the Act but the Chief Executive Officer may also be the Secretary of the Company.
- (c) If the Board does not appoint a Chief Executive Officer, the words "Chief Executive Officer" wherever mentioned in this Constitution shall mean "Secretary".

26.2 Specific Duties

The Chief Executive Officer shall:

- (a) as far as practicable attend all Board meetings and General Meetings;
- (b) not be a Director;
- (c) prepare the notice of and agenda for all Board meetings and all General Meetings;
- (d) ensure that minutes of the proceedings of all Board meetings and General Meetings are recorded and prepared;
- (e) regularly report to the Board on the activities of, and issues relating to, the Company; and
- (f) act as the Company's secretary in accordance with the Act, unless otherwise determined by the Board.

26.3 Broad Power to Manage

Subject to the Act, this Constitution, the By-Laws and any directive of the Board, the Chief Executive Officer has power to perform all such things as appear necessary or desirable for the proper management and administration of the Company. No resolution passed by the General Meeting shall invalidate any prior act of the Chief Executive Officer or the Board which would have been valid if that resolution had not been passed.

26.4 Chief Executive Officer May Employ

The Chief Executive Officer, in consultation with the Board, may employ such office personnel as are deemed necessary from time to time. Such appointments shall be for such period and on such conditions as the Chief Executive Officer and the Board determine.

27. DELEGATIONS

27.1 Board may Delegate Functions

The Board may by instrument in writing create or establish or appoint from among the Directors or otherwise, committees, individual officers or consultants to carry out such duties and functions and with such powers, as the Board determines.

27.2 Delegation by Instrument

- (a) The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:
 - (i) this power of delegation; and
 - (ii) a function imposed on the Board or the Chief Executive Officer by the Act or any other law or this Constitution.
- (b) A delegation under this rule may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.
- (c) The Board may by instrument in writing, revoke wholly or in part any delegation made under this rule, and may amend, repeal or veto any decision made by such body or person under this rule.

27.3 Delegated Function Exercised in Accordance with Terms

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

27.4 Procedure of Delegated Entity

The procedures for any delegated entity shall, with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under rules 27 and 28. The quorum shall be determined by the committee, but shall be no less than one half of the total number of committee members.

27.5 Divisions

- (a) There will be Divisions appointed by the Board to deal with:
 - (i) competition;
 - (ii) player development;
 - (iii) coach development; and
 - (iv) facilities,as described in the By-Laws.
- (b) The Board will call for applications as detailed in the By-Laws from Members for consideration for appointment to the Divisions. Such appointments will be advised as soon as possible after the annual General Meeting. The Chief Executive Officer and/or a Director will ex-officio be a member of each Division.
- (c) The Divisions appointed under this rule will function as committees of the Board in accordance with this rule 27. For the avoidance of doubt the Divisions and their members are responsible to the Board and are subject to the direction of, and delegation prepared by, the Board in accordance with this rule 27.

28. BY-LAWS

28.1 Board to Formulate By-Laws

The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret, amend and repeal such By-Laws for the proper advancement, management and administration of the Company and, the advancement of the Objects as it thinks necessary or desirable. Such By-Laws must be consistent with this Constitution.

28.2 By-Laws Binding

All By-Laws made under this rule shall be binding on the Company and Members.

28.3 By-Laws Deemed Applicable

All powers, rules, regulations, policies and by-laws of the Company in force at the date of the approval of this Constitution under the Act insofar as such powers, rules, regulations, policies or by-laws are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this rule.

28.4 Notices Binding on Members

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members by means of notices approved by the Board and prepared and issued by the Chief Executive Officer. Notices are binding upon all Members.

29. STRATEGIC FORUM

29.1 Strategic Forums to be Held

The Company shall hold a strategic forum at least once per year. The object of the strategic forum is to:

- (a) inform the Board of significant membership issues;
- (b) assist the Board to design or review the Company's strategic plan and direction;
- (c) discuss statewide issues;
- (d) provide feedback to the Board on the results of its governance decisions in practice at Member level.

29.2 Attendees at Strategic Forums

The following persons may attend strategic fora of the Company:

- (a) Delegates;
- (b) the Directors;
- (c) Life Members;
- (d) Registered Players; and
- (e) such other persons the Board considers should be invited.

30. RECORDS AND ACCOUNTS

30.1 Chief Executive Officer to Keep Records

The Chief Executive Officer shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Company and the Board and shall produce these as appropriate at each Board meeting or General Meeting.

30.2 Records Kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. The books of account shall be kept in the care and control of the Chief Executive Officer.

30.3 The Company to Retain Records

The Company shall retain such records for not less than seven (7) years after the completion of the transactions or operations to which they relate.

30.4 Board to Submit Accounts

The Board shall cause a financial report, Directors' report and auditor's report to be prepared for each Financial Year and laid before each annual General Meeting in accordance with the Act.

30.5 Accounts Conclusive

The accounts when approved or adopted by an annual General Meeting shall be conclusive except as regards any error discovered in them within three (3) months after such approval or adoption.

30.6 Accounts to be Provided to Members

- (a) The Chief Executive Officer shall cause to be provided to all persons entitled to receive notice of annual General Meetings of the Company in accordance with this Constitution a copy of the accounts, the Board's report, the auditor's report and every other document required under the Act.
- (b) Subject to this Constitution and the Act, no Member is entitled to inspect the accounts, books, securities and other documents of the Company, unless authorised in writing by the Board.

30.7 Negotiable Instruments

All cheques and other negotiable instruments shall be signed or otherwise executed, by two (2) Directors or by one (1) Director and the Chief Executive Officer or in such other manner and by such persons the Board determines.

31. SEAL

- (a) The Company may have a common seal upon which its corporate name shall appear in legible characters. The Board will provide for the safe custody of the common seal.
- (b) The common seal shall not be used without the express authorisation of the Board, and every use of the common seal shall be recorded in the minute books of the Company. The affixing of the common seal must be witnessed by two (2) Directors, unless the Board determines otherwise.

32. APPLICATION OF INCOME AND PROPERTY

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

- (d) Nothing contained in rules 32(b) or 32(c) shall prevent payment in good faith to any Member or Director:
 - (i) for any services actually rendered to the Company;
 - (ii) for goods supplied to the Company in the ordinary and usual course of business;
 - (iii) of interest on money borrowed from any Member or Director;
 - (iv) of rent for premises demised or let by any Member or Director to the Company; or
 - (v) for any out-of-pocket expenses incurred by the Member or Director on behalf of the Company;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arms length in a similar transaction.
- (e) The Directors may be paid such remuneration (including but not limited to an honorarium for any services actually rendered by a Director to the Board of the Company) as approved by the Members in General Meeting.

33. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by a General Meeting and the remuneration of such auditor or auditors fixed by the Board. The auditor's duties shall be regulated in accordance with the Act.
- (b) The accounts of the Company including the profit and loss accounts and balance sheet shall be examined by the auditor or auditors at least once in every year.

34. NOTICES

34.1 Manner of Notice

- (a) Notices may be given to any Member by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- (b) Service of the notice is deemed to have been effected on the next business day after posting. The next day shall be the next day after posting during which banks are open for business in the State of NSW.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

35. ADDITION ALTERATION OR AMENDMENT

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

36. WINDING UP OF COMPANY AND LIABILITY OF MEMBERS

36.1 Member Contributions

Each Member undertakes to contribute to the assets of the Company in the event of it being wound up while a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Company contracted before the time at which it ceases to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding fifty dollars (\$50).

36.2 Distributions of Property on Winding Up

If upon winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be paid to or distributed to an organisation or organisations having objects similar to the Objects and which prohibits 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 Company by rule 33. Such organisation to be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales as may have or acquire jurisdiction in the matter.

36.3 Liability of Members

The liability of the Members of the Company is limited.

37. INDEMNITY

37.1 Directors to be Indemnified

Every Director, auditor, employee or agent of the Company shall be indemnified out of the property or assets of the Company against any liability incurred by him in his capacity as Director, auditor, employee or agent in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him by the Court.

37.2 The Company to Indemnify Directors

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

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