



CONSTITUTION

SQUASH QUEENSLAND LTD

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1. NAME OF THE COMPANY

The name of the company is Squash Queensland Ltd (**Company**).

2. DEFINITIONS AND INTERPRETATIONS

2.1. Definitions

In this Constitution unless the context requires otherwise:

Act means the *Corporations Act 2001 (Cth)*.

Affiliate means a Squash Centre or Club recognised as a Member of the Company under this Constitution.

AGM or **Annual General Meeting** means the annual General Meeting of the Company required to be held by the Company under the Act.

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

By-Law means a By-Law made under **clause 21**.

CEO means a person appointed as chief executive officer of the Company by the Board under **clause 18**. If a chief executive officer has not been appointed by the Board, all references to "CEO" in this Constitution will be taken to refer to the Board or the Company Secretary.

Club means a club or association admitted as a Member to the Company under **clauses 5.2** and **5.11**.

Committee means a committee established by the Board under **clause 20**.

Company Secretary means a person appointed as Company Secretary under **clause 19**.

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 Company elected under **clause 13**.

Financial Year means such other period as is determined by the Board and which may be set out in By-Laws.

General Meeting means a general meeting of Members.

Individual Member means a person who is a registered financial member who is admitted to the Company under **clauses 5.2** and **5.7**.

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

Life Member means a Member admitted to the Company under **clause 5.4**.

Member means a member of the Company under **clause 5**.

Objects mean the objects of the Company in **clause 3.1**.

Region means a Member admitted to the Company under **clause 5.11**.

Registration means registration or affiliation of a Member, such registration being in the form of a completed and executed application form and, in the case of Individual Members, their consent to membership of the Company as required by **clause 5.2**. **Registered** has a corresponding meaning.

Special General Meeting means a General Meeting other than an AGM.

Special Resolution has the same meaning as that given to it in the Act.

Sport means "Squash" and "Australian Racquetball".

Squash Centre means any property consisting of one or more Squash courts available for hire to the public and whether publicly owned or otherwise.

Voting Member means those Members of the Company entitled to vote in General Meeting as set out under **clause 5.1**.

2.2. *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.

2.3. 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 replaceable rules under the Act are displaced by this Constitution and accordingly do not apply to the Company.

3. OBJECTS

3.1. Objects

The Objects of the Company shall be to:

- (a) conduct, encourage, promote, advance, control and manage all levels of the Sport in Queensland interdependently with Members and others;
- (b) conduct all State level competitions for both junior and senior levels;
- (c) adopt, formulate, issue, interpret and amend by-laws, rules and regulations for the control and conduct of the Sport in Queensland, as amended from time to time;
- (d) encourage the provision and development of appropriate facilities for participation in the Sport;
- (e) maintain and enhance standards, quality and reputation of the Sport for the collective and mutual benefit and interests of members and the Sport;
- (f) use and promote the Intellectual Property;
- (g) promote the Sport for commercial, government and public recognition and benefits;
- (h) select, prepare and enter Queensland teams in competitions;
- (i) promote, control, manage and conduct Sport events, leagues, competitions and championships;
- (j) undertake other actions or activities necessary, incidental or conducive to advance these Objects;
- (k) have regard to the public interest in its operations; and
- (l) encourage and promote widespread participation in the Sport to enhance opportunities for every participant to reach levels appropriate to their ability and aspiration.

4. INCOME AND PROPERTY OF THE COMPANY

4.1. *Sole Purpose*

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

4.2. *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 Company; 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 Company.

4.3. *Amendment of the Company Constitution*

- (a) No addition, alteration, repeal or amendment shall be made to this Constitution unless the same has been approved by Special Resolution.
- (b) The addition, alteration, repeal or amendment is valid when the relevant Special Resolution specifies it is.

5. MEMBERSHIP

5.1. *Categories of Members*

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

- (a) Life Members, who subject to this Constitution, shall have the right to attend and debate but not vote at General Meetings. Life Members do not have the right to nominate for, or be elected to, the Board;
- (b) Regions, which subject to this Constitution shall be represented by their representatives who shall have the right to attend, debate and vote at General Meetings. For the avoidance of doubt the regions are the Voting Members;
- (c) Clubs, which subject to this Constitution, shall be represented by their representatives who shall have the right to attend and debate but not vote at General Meetings for and on behalf of the Clubs;
- (d) Individual Members, who subject to this Constitution shall have the right to attend but not debate or vote at General Meetings; and
- (e) such new or other categories of Members as may be established by the Directors. Any new category of Member established by the Directors must not be granted voting rights without the approval of the Company in General Meeting.

5.2. *Admission to membership*

Subject to **clauses 5.3** and **5.7**, a person will become a Member, and the Directors will direct the CEO to record their name in the register of Members kept by the Company, 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 completed and executed an application in which they undertake to:

- (a) be bound by this Constitution and the By-Laws of the Company (including 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 8**; and
- (c) support the Company in the encouragement and promotion of the Objects.

5.3. Discretion to accept or reject application

- (a) The Company may accept or reject an application to become a Member whether the applicant has complied with the requirements of **clause 5.2** or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) If the Company rejects an application, it shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Company. No reasons for rejection need be given and there is no right of appeal against such decision.

5.4. Life Members

- (a) Life Membership is the highest honour which can be bestowed by the Company for longstanding and valued service to the Sport in Queensland.
- (b) Any Member may forward a proposal for nomination for Life Membership to the Directors for their consideration.
- (c) On the nomination of the Board, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to **clause 5.2**.
- (d) 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.
- (e) 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.
- (f) Subject to **clause 5.2**, at the time of adoption of this Constitution, the Life Members of the Company shall be those persons currently recognised by the Company as Life Members.

5.5. Regions

- (a) Subject to **clauses 5.2** and **5.5(b)**, at the time of adoption of this Constitution, the Regions of the Company shall be those entities recognised by the Company as Regions.
- (b) Regions will:
 - (i) have objects that align with the Objects and do all that is reasonably necessary to enable the Objects to be achieved;

- (ii) effectively promulgate and enforce this Constitution;
 - (iii) at all times act for and on behalf of the interests of the Company, the Members and the Sport;
 - (iv) be responsible and accountable to the Company for fulfilling its respective obligations under the Company's strategic plan as revised from time to time;
 - (v) provide the Company with copies of its audited accounts, annual report and associated documents immediately following its annual general meeting;
 - (vi) provide the Company with copies of its business plans and budgets from time to time and within fourteen (14) days of request by the Board;
 - (vii) be bound by this Constitution;
 - (viii) act in good faith and loyalty to maintain and enhance the Company and the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
 - (ix) at all times operate with, and promote, mutual trust and confidence between the Company and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;
 - (x) maintain a database of all Clubs and Individual Members Registered with it in accordance with this Constitution and provide a copy to the Company upon request from time to time by the Board in such means as may be required; and
 - (xi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and development.
- (c) Each Region must:
- (i) advise the Company as soon as practicable of any serious governance, administrative, operational or financial difficulties the Club is having;
 - (ii) assist the Company in investigating those issues; and
 - (iii) cooperate with the Company in addressing those issues in whatever manner, including by allowing the Company to appoint an administrator to conduct and manage the Club's business and affairs, or to allow the Company itself to conduct itself all or part of the business or affairs of the Club and on such conditions as the Company considers appropriate. The Company is not obliged to act under this clause.

5.6. Region Constitution

- (a) Each Region shall take all steps necessary to ensure its constitution (and any amendments) conforms, to this Constitution.
- (b) If the documents do not conform to this Constitution, the Region shall, without delay, take all steps necessary to address the inconsistency so that the documents conform to this Constitution.

5.7. Individual Members

- (a) An Individual Member will be admitted to membership by such process as is set out in the By-Laws.
- (b) An Individual Member:
 - (i) is entitled to any benefits of membership;
 - (ii) will comply with all obligations of membership;
 as may be prescribed to apply to Individual Members in the By-Laws.

5.8. General

- (a) The Company must keep and maintain a register of all Members in which shall be entered such information as is required under the Act from time to time. Having regard to confidentiality considerations, an extract of the register, excluding the address of any Life Member, Individual Member or Director shall be available for inspection (but not copying) by Voting Members, upon reasonable request.
- (b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) A right, privilege or obligation of a Member by reason of their membership of the Company is not capable of being transferred or transmitted to another 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 Company 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 Company or the Sport.

5.9. Limited Liability

Members have no liability except as set out in **clause 26**.

5.10. Effect of Membership

- (a) Members acknowledge and agree that:
 - (i) this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the By-Laws;
 - (ii) they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
 - (iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Company;
 - (iv) neither membership of the Company nor anything in this Constitution gives rise to any:

- (A) proprietary right in, to or over the Company or its property or assets;
and
- (B) automatic right of renewal of membership of the Company; and
- (C) right to natural justice, unless expressly provided for in this Constitution and subject to any relevant law;
- (v) this Constitution is made in pursuit of a common purpose, namely the mutual and collective benefit of the Company, the Members and the Sport;
- (vi) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport;
and
- (vii) they are entitled to all benefits, advantages, privileges and services of Company membership.

5.11. Clubs

- (a) Unless otherwise determined by resolution of the Directors only a legal entity may become a Club.
- (b) The By-Laws may set out the terms and conditions and the privileges and benefits of Club membership.
- (c) Each Club shall take all steps necessary to ensure its constitution (and any amendments) conforms, to this Constitution.

6. CESSATION OF MEMBERSHIP

6.1. 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;
- (d) if a body corporate, being dissolved or otherwise ceasing to exist; or
- (e) that Member no longer meeting the requirements for Membership according to this Constitution and/or the By-Laws.

6.2. Resignation

For the purposes of **clause 6.1(a)**, a Member may resign as a member of the Company by giving thirty (30) days written notice to the Board. Where a Voting Member seeks to resign as a Member of the Company the written notice must be accompanied by a copy of the special resolution passed by the Voting Member's members resolving that the Voting Member resign from the Company.

6.3. Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise, or claim upon its property including the Intellectual Property.

7. DISCIPLINE OF MEMBERS

The Board may by resolution and in accordance with **clause 20**, establish a disciplinary committee to convene to investigate and/or hear a matter against any Member and to determine what action, if any, to take against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms (if any) in this Constitution or as otherwise determined by the Board.

8. FEES AND SUBSCRIPTIONS

8.1. 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 Company the amounts determined under this **clause 8** in accordance with **clause 8.1(a)(iv)**.

8.2. Non-Payment of Fees

- (a) Subject to **clause 8.2(b)** but notwithstanding any other clause of this Constitution, the right of a Member to attend and vote at a General Meeting may, at the discretion of the Directors, be suspended while the payment of any subscription or other amount determined under **clause 8.1(a)(i)**, **clause 8.1(a)(ii)** or **clause 8.1(a)(iii)** is in arrears.
- (b) Where a Member is in arrears for any amount:
 - (i) the Board may enter an arrangement with the Member for the payment of the amount; and
 - (ii) any arrangement must be disclosed to other Voting Members, but does not require their approval.

9. GENERAL MEETINGS

9.1. Annual General Meeting

AGMs of the Company are to be held:

- (a) according to the Act; and

- (b) otherwise as determined by the Directors (including date and venue).

9.2. 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) The Directors must on the requisition in writing of at least two (2) of the Voting Members convene a General Meeting.

9.3. 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 Company; and
 - (ii) in accordance with **clause 24** and the Act.
- (b) At least thirty-five (35) days prior to the proposed date of the AGM, the CEO will request from Voting Members notices of motions, which must be received no less than twenty-eight (28) days prior to the AGM.
- (c) At least twenty-one (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 Voting Member or Director; and
 - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

9.4. No other business

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

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

9.6. 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 7 days prior to the date of the General Meeting.

9.7. 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 (2) or more places, the technology that will be used to hold the meeting in that manner.

9.8. 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 9.6**.

9.9. 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.

9.10. 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.

9.11. Right to appoint representative

- (a) Each Voting Member is entitled to appoint an individual as its representative to attend and vote on behalf of that Voting Member at General Meetings and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings. The individual appointed by the Voting Member to be its representative at General Meetings must be an Individual Member of the appointing Voting Member. A Director cannot also be appointed as a Voting Member's representative.
- (b) A Voting Member may appoint more than one (1) representative but only one (1) representative may exercise the Voting Member's powers at any General Meeting.
- (c) Voting Members must notify the CEO of their appointed, authorised representatives no later than twenty-four (24) hours prior to the General Meeting.

9.12. Proxy voting

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Board, has been duly completed and executed and is lodged with the CEO before the commencement of the meeting.

- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. For the proxy to be valid a Region must instruct the proxy to vote either in favour of or against any proposed resolutions which must be set out in the proxy form.

9.13. Postal voting

Postal voting or voting by electronic communication at General Meetings of the Company may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

10. PROCEEDINGS AT GENERAL MEETING

10.1. Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is at least three (3) Voting Members represented by their authorised, appointed representative.

10.2. 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.

10.3. Quorum and time – Special General Meetings

If within thirty (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.

10.4. Quorum and time – AGMs

- (a) If within thirty (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 10.4(a)**, such Voting Members as are represented by their appointed, authorised representative on the adjourned date shall constitute a quorum.

10.5. Chairperson to preside over General Meetings

- (a) The chairperson appointed under **clause 16.6** is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no chairperson, or the chairperson is not present within fifteen (15) minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
 - (i) a Director (or other person) chosen by a majority of the Directors present;
 - (ii) the only Director present; or

- (iii) an authorised representative of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members represented by their authorised representatives.

10.6. 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 their 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 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 10.6** is final.

10.7. 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.

10.8. 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.

10.9. 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.

10.10. 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 chair does not have a casting vote where voting is equal.

10.11. 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 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 minutes of the meetings of the Company, is conclusive evidence of the fact.
- (c) Neither the chair 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.

10.12. Poll

- (a) If a poll is properly demanded in accordance with the Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Voting Member will have the number of votes fixed under **clause 11**.
- (b) A poll demanded on the election of a chair 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.

10.13. 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.

10.14. 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.

10.15. Minutes

- (a) The CEO must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:
 - (i) the business considered at the meeting;
 - (ii) any resolution on which a vote is taken and the result of the vote; and
 - (iii) the names of persons present at all meetings.

- (c) In addition, the minutes of each AGM must include:
 - (i) the financial statements submitted to the Members in accordance with the Act;
 - (ii) the certificate signed by two Directors certifying that the financial statements give a true and fair view of the financial position and performance of the Company; and
 - (iii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.
- (d) The minutes of General Meetings shall be available for inspection and copying by the Members.
- (e) To ensure their accuracy, the minutes of each General Meeting must be signed as soon as practicable by the chair of the meeting, or the chair of the next General Meeting, verifying their accuracy. Such signature may be applied electronically.

11. VOTES OF MEMBERS

- (a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one (1) vote for every 100 Individual Members.
- (b) A Voting Member's vote will be exercised by its appointed, authorised representative.
- (c) No Members other than Voting Members are entitled to vote at General Meetings.

12. DIRECTORS

12.1. Composition of the Board

The Board shall consist of up to seven (7) Directors;

- (a) all of whom will be elected under **clause 13**; and
- (b) Up to two (2) other Directors who may be appointed by the elected Directors above.

12.2. Portfolios

The Board may allocate portfolios to Directors.

12.3. Gender equity

The Board will seek to achieve and maintain gender equity in the Board composition.

12.4. Qualifications

- (a) The Board may determine from time to time job descriptions and qualifications for Directors, subject always to a Director being eligible to be elected as a Director under the Act.
- (b) A person who has been CEO is not eligible to be elected or appointed as a Director for a period of three (3) years since they ceased being CEO.

12.5. Current Board

The terms of the Directors in office at the date of the adoption of this Constitution shall continue at the General Meeting at which this Constitution is adopted in accordance with **clause 13.5**. Those Directors may be re-elected or re-appointed for a further term, as the case may be, subject always to this Constitution.

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

12.7. Honorarium

The Company may in General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

13. ELECTION OF DIRECTORS

13.1. Nomination for Board

Nominations for Directors shall be called for by the CEO thirty-five (35) days prior to the General Meeting at which the election is to be held (usually the AGM).

13.2. Form of Nomination

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) signed by two Members;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Company not less than fourteen (14) days before the date fixed for the holding of the General Meeting.

13.3. Public Liability Insurance

The Board must ensure that as soon as possible after a person nominates to become a Director of the Company (and before they are elected), or before a person is appointed as Director under **clause 14.1**, the Board advises the person of the amount of public liability insurance held by the Company.

13.4. Elections

- (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 14.1**.
- (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 in such manner and by such method as may be determined by the Board from time to time.

13.5. Term of Appointment

- (a) Subject to this Constitution, and in particular **clause 13.5(c)**, Directors shall be elected in accordance with this Constitution for a term of two (2) years, which shall commence from the conclusion of the General Meeting at which the election occurred until the conclusion of the third AGM following.
- (b) Three (3) Directors shall retire after the first year after election. Four (4) Directors shall retire after the second year after election, until all the Directors have retired, after which those Directors elected to the vacancies after the first year shall retire and so on. The Directors to retire and the year in which they retire will be determined by the Board. If the Board cannot agree, retirements will be determined by lot.
- (c) Notwithstanding any other clause, should any adjustment to the term of Directors elected under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board. If the Board cannot agree, retirements will be determined by lot. For the avoidance of doubt any part of a term shall be deemed a full term for the purposes of this **clause 13.5**.
- (d) Following the adoption of this Constitution, no person who has served as a Director for a period of four (4) consecutive full terms (eight (8) years) shall be eligible for re-election as a Director until the second AGM following the date of conclusion of their last term as a Director.

13.6. Appointed Directors

The elected Directors may appoint up to two (2) other Directors to the Board. Appointed Directors will be appointed for terms of two (2) years and their terms shall alternate with even and odd years.

14. VACANCIES ON THE BOARD

14.1. 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.

14.2. 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 Company;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of three (3) months;
- (f) is an employee of the Company or a Voting Member;
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of their interest;
- (h) after reasonable consideration by the Board it determines the Director:
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Company and/or the Sport; or
 - (ii) has brought himself, the Company or the Sport 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 under the Act; or
- (j) would otherwise be prohibited from being a director of a corporation under the Act.

14.3. 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 Directors to a number sufficient to constitute such a quorum or to convene a General Meeting.

15. POWERS AND DUTIES OF DIRECTORS

15.1. Directors to manage the Company

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

15.2. Specific powers of Directors

Without limiting **clause 15.1**, the Directors may exercise all the Company'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 Company or of any other person.

15.3. 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.

15.4. Delegation of powers

- (a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Company or any other person as they think fit.
- (b) Any delegation by the Directors of their powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
 - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

15.5. Code of Conduct

The Directors must:

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

16. PROCEEDINGS AT DIRECTORS MEETINGS**16.1. Directors meetings**

- (a) Subject to **clause 16.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least five (5) times in each calendar year.

16.2. 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 (1) vote on a matter arising for decision by Directors.

16.3. Chair's casting vote

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

16.4. Quorum

Four (4) Directors present in person constitutes a quorum.

16.5. Convening meetings

- (a) A Director may, and the CEO on the request of a Director must, 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 Company 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.

16.6. Chairperson to preside over Directors' meeting

- (a) The Board shall appoint from among the Directors a chairperson of directors.
- (b) Despite **clause 16.6(a)**, if:
 - (i) there is no person elected as chairperson; or
 - (ii) the chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iii) the chairperson is unwilling to act,

the Directors present may elect another of their number to be chair of the meeting.

16.7. 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.

16.8. 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.

16.9. Directors' interests

- (a) A Director is disqualified by holding any place of profit or position of employment in the Company, any Member or in any company or incorporated association in which the Company is a shareholder or otherwise interested or from contracting with the Company either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be voided for such reason.
- (b) A director shall declare their interest in any matter in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, absent himself or herself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes, the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Director to absent himself or herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.
- (c) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the contract or other matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or other matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.
- (d) A general notice that a Director is a member of any specified firm or company and is to be regarded as interest in all transactions with that firm or company is sufficient declaration under **clause 16.9(c)** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.
- (e) It is the duty of the CEO to record in the minutes any declaration made or any general notice given by a Director in accordance with **clauses 16.9(c) or 16.9(d)**.

16.10. Minutes

- (a) The Directors must cause minutes of meetings to be made and kept according to the Act and the Act.
- (b) The minutes of Directors meetings shall not be available for inspection or copying by the Members.
- (c) To ensure their accuracy, the minutes of each Directors meeting must be signed by the chair of the meeting, or the chair of the next meeting, verifying their accuracy. Such signature may be applied electronically.

17. TELECOMMUNICATION MEETINGS

17.1. 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); and
 - (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 17**.

17.2. Conduct of telecommunication meeting

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

- (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 their presence to all other persons taking part in the meeting;
- (d) a person may not leave a telecommunication meeting by disconnecting their telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (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 chair 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 chair.

18. CEO

18.1. Appointment of CEO

The Directors may appoint a CEO.

18.2. Powers, duties and authorities of CEO

- (a) If appointed the CEO holds office on the terms and conditions (including any remuneration) and with the powers, duties and authorities, determined by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

18.3. Suspension and removal of CEO

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.

18.4. Delegation by Directors to CEO

The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Company;
- (c) approve and incur expenditure subject to specified expenditure limits and the finance policies;
- (d) sub-delegate their powers and responsibilities to employees or internal management committees of the Company; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

18.5. CEO to attend meetings

If appointed the CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote.

19. COMPANY SECRETARY

- (a) There must be at least one (1) Company Secretary who will be appointed by the Directors under the Act. More than one (1) Company Secretary may be appointed.
- (b) In addition to the manner in which the office of secretary becomes vacant under the Act the Directors may suspend or remove the Company Secretary from that office.
- (c) The Company Secretary 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 Company Secretary is not entitled to remuneration unless the Company Secretary is also the CEO.

20. COMMITTEES**20.1. 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.

20.2. 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.

20.3. Committee meetings

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

21. BY-LAWS

21.1. Making and amending By-Laws

- (a) 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 Company's affairs and the Sport in Queensland and may amend, repeal and replace those By-Laws.
- (b) Interpretation of the By-Laws is solely the responsibility of the Directors.

21.2. 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.

22. KEEPING AND INSPECTION OF RECORDS

22.1. Records

- (a) The CEO shall establish and maintain proper relevant documents of the Company and the Board and shall produce these as appropriate at each Board meeting or General Meeting.
- (b) Unless otherwise required by law the Directors will cause the Company relevant documents Records to be kept for a period of five (5) years from their creation.

22.2. Inspection

- (a) Members may on request inspect free of charge:
 - (i) the minutes of General Meetings; and
 - (ii) subject to **clause 22.2(b)**, the financial records, books, securities and any other relevant document of the Company.

Such request must be made in good faith and for a proper purpose.

- (b) The Board may refuse to permit a member to inspect Records of the Company:
 - (i) that relate to confidential, personal, employment, commercial or legal matters or;
 - (ii) where to do so may be prejudicial to the interests of the Company; or
 - (iii) where the Board considers the request has not been made in good faith or for a proper purpose.
- (c) The Board must on request make copies of this Constitution available to Members free of charge.
- (d) Subject to **clause 22.2(b)**, a Member may make a copy of any of the other records of the Company referred to in this clause and the Company may charge a reasonable fee for provision of a copy of such a record.
- (e) For the purposes of this clause **relevant documents** means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Company and includes the following:
 - (i) its financial statements;
 - (ii) its financial records; and
 - (iii) records and documents relating to transactions, dealings, business or property of the Company.

23. ACCOUNTS

23.1. Records Kept in Accordance with Act

Books, documents, securities and proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. All such records and the books of account shall be kept in the care and control of the CEO.

23.2. Board to Submit Accounts

The Board shall submit to the AGM the accounts of the Company in accordance with the Act and will distribute copies of financial statements as required by the Act.

23.3. Transactions

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, 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 in accordance with the Act.

23.4. Auditor

- (a) A properly qualified auditor or auditors may be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.
- (b) If appointed, Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

24. SERVICE OF DOCUMENTS

24.1. Document includes notice

In this **clause 24**, document includes a notice.

24.2. Methods of service on a Member

The Company 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.

24.3. Methods of service on the Company

A Member may give a document to the Company by:

- (a) delivering it to the Company's registered office;
- (b) sending it by post to the Company's registered office; or
- (c) sending it to an electronic address nominated by the Company.

24.4. Post

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) 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.

24.5. 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.

24.6. Non-receipt

The non-receipt of any document under this Constitution or the accidental omission to give a document to, any person, does not invalidate the document or any procedure or transaction referred to in such document.

25. INDEMNITY

25.1. Indemnity of officers

Every person who is or has been:

- (a) a Director;
- (b) CEO; or
- (c) Company Secretary,

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

- (d) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (e) 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 Company is forbidden by statute to indemnify the person against the liability or legal costs; or
 - (ii) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

25.2. Insurance

The Company 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, Company Secretary or CEO against liability incurred by the person in that capacity, including a liability for legal costs, unless:

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

25.3. Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 25.1** on the terms the Directors think fit (as long as they are consistent with **clause 25.1**).

26. WINDING UP

26.1. Contributions of Members on winding up

- (a) Each Voting Member must contribute to the Company's property if the Company 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 Company'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 one (1) dollar (\$1.00).

- (c) No other Member must contribute to the Company's property if the Company is wound up.

26.2. Excess property on winding up

- (a) If on the winding up or dissolution of the Company, 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 Company; 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 Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

27. COMMON SEAL

- (a) If the Company has a common seal it shall:
 - (i) be kept in the custody of the CEO; and
 - (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of two (2) Directors.
- (b) A Director may not sign a document to which the seal of the Company is fixed where the Director is interested in the contract or arrangement to which the document relates.

28. SOURCE OF FUNDS

The funds of the Company may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Directors determine.

29. REGISTERED ADDRESS

The registered address of the Company is:

- (a) the address determined from time to time by resolution of the Board; or
- (b) if the Board has not determined an address to be the registered address, the postal address of the Company Secretary.