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Affiliations
World Squash Federation
Australian Commonwealth Games Association
Oceania Squash Federation
Confederation of Australian Sport
Australian Olympic Committee

CORPORATIONS ACT

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
SQUASH AUSTRALIA LIMITED

CONSTITUTION

(Regulation 1 – Constitution)

VERSION CONTROL

Final version 2.1	2020-11-22

1. INTERPRETATION

In this Constitution:

1.1. “BOARD” or “BOARD OF DIRECTORS” or “DIRECTORS” means the directors of the Company elected or appointed under this Constitution;

1.2. “COMMONWEALTH OF AUSTRALIA” shall mean all the States, Territories and Trust Territories of the Commonwealth of Australia unless the context otherwise requires;

1.3. “COMPANY” means Squash Australia Limited;

1.4 “ELIGIBLE CANDIDATE” means a nominee for election as a Director who, at the time of their election, meets all of the requirements of the Law and this Constitution.

1.5. “LAW’ means the Corporations Act 2001 (Cth) and any statutory modification or enactment of it;

1.6. “MEETINGS” shall mean Annual General Meetings (AGMs), General Meetings or Board Meetings and may be face to face or by means of telephone or any other audio and/or visual communication device or other means of communication agreed to by the persons at such meeting from time to time or as determined by the Board in advance of that meeting;

1.7. “MEMBER” shall mean a person or body duly elected, appointed or otherwise being or becoming a Member of the Company under this Constitution and for the time being remaining a Member;

1.8. “SEAL” means the common seal of the Company;

1.9. “SECRETARY” means any person appointed to perform the duties of a secretary of the Company and includes an honorary secretary;

1.10. “SPECIAL RESOLUTION” shall mean a resolution which has been passed by not less than three-fourths of the votes cast by such Members as being entitled to do so at a General Meeting of which not less than twenty- one (1) days’ notice specifying the intention to propose the resolution as a Special Resolution, shall have been given [1];

1.11. “SQUASH” shall mean the international game of Squash as defined by the World Squash Federation (WSF) rules and regulations;

1.12. “WORLD SQUASH FEDERATION” or ”WSF” shall mean the organisation for the time being the international governing body of the game of Squash.

1.13. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

1.14. Words importing the singular include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender as the case may require.

1.15. Words or expressions contained in this Constitution shall be interpreted in accordance with the provisions of the Law.

[1] See clause 9.3

2. OBJECTS

The Objects of the Company are to:

2.1. be the national federation for the sport of Squash in Australia and act as the sole Australian affiliated member of WSF in accordance with this Constitution and regulations;

2.2. conduct, promote and manage all levels of Squash in Australia interdependently with Members and others, except where such activity is contrary to Members' constitutional rights, policies and programs;

2.3. adopt, formulate, issue, interpret and amend Policies for the control and conduct of Squash in Australia;

2.4. encourage the provision and development of facilities for participation in Squash;

2.5. maintain and enhance standards, quality and reputation of Squash for the collective and mutual benefit and interests of Members and the sport of Squash;

2.6. promote the sport of Squash for commercial, government and public recognition and benefits;

2.7. be the only body entitled to prepare and enter Australian teams in international Squash competitions;

2.8. promote, control, manage and conduct national Squash events, competitions and championships; and

2.9. undertake such other actions or activities necessary to advance these Objects.

3. POWERS

Solely for furthering the Objects under **clause 2**, the Company, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Law.

4. INCOME AND PROPERTY OF COMPANY

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

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:

4.2.1 in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or

4.2.2 of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or

4.2.3 of reasonable rent for premises let to the Company by them.

5. REGISTERED OFFICE

The registered office of the Company will be in such place within the Commonwealth of Australia as the Board may determine from time to time.

6. MEMBERSHIP

6.1. The Membership of the Company shall consist of:

6.1.1 Ordinary Members;

6.1.2 Associate Members;

6.1.3 Life Members appointed in accordance with **clause 6.10**.

6.2. Ordinary Members are incorporated or unincorporated organisations representing Squash at State or Territory level of the Commonwealth of Australia and shall be represented at General Meetings by a natural person.

6.3. Associate Members are incorporated or unincorporated organisations or persons associated with the game of Squash that have contributed to or have been involved with the development or administration of the sport at a national level in Australia. Associate Members may be admitted to membership of the Company in accordance with **clause 6.6**.

6.4. The conditions for eligibility of Associate Members shall be such as the Company in General Meeting shall from time to time prescribe. Associate Members shall be represented at General Meetings by a natural person, nominated by the organisation, provided that it shall inform the Board from time to time of the name of its representative.

6.5. Every applicant for Ordinary or Associate membership of the Company shall be proposed by one and seconded by another Member of the Company to both of whom the applicant shall be personally known. The application for membership shall be made in writing, signed by the applicant and the proposer and seconder and shall be in such form as the Board from time to time prescribes.

6.6. At the next General Meeting of the Company after the receipt of any application for Ordinary or Associate membership, such application shall be considered by the Company, which shall determine the admission or rejection of the applicant. In no case shall the Company be required to give any reason for the rejection of an applicant.

6.7. When an applicant has been accepted for Ordinary or Associate membership, the Secretary shall send to the applicant written notice of acceptance and a request for payment of the entrance fee and first annual subscription. Upon payment of the entrance fee and first annual subscription, the applicant shall become a Member of the Company, provided nevertheless that if such payment is not made within two calendar months after the date of the notice, the Board may in its discretion cancel its acceptance of the applicant for membership of the Company.

6.8. When an application for membership is rejected, the Secretary shall notify the applicant in writing of the decision. The applicant may, within one month of receiving such notification, lodge with the Secretary written notice of intention to appeal against the decision.

6.9. Upon receipt of a notification of intention to appeal against rejection of Ordinary or Associate membership, a General Meeting shall be convened within three (3) months of the date of receipt by the Secretary of such notice to determine the appeal. At any such meeting the applicant shall be given the opportunity to fully present a case, and those Members who did not support the application for membership shall likewise have the opportunity of presenting their case. The appeal shall be determined by Ordinary Resolution as prescribed in **clause 9.5**.

6.10. Life Members

6.10.1 Persons are eligible for life membership if they have made a significant contribution to the Company or to the game of Squash in Australia over an extended period of time and have, except under exceptional circumstances, served the Company in a direct capacity.

6.10.2 The Board may nominate eligible persons for life membership. Nominations must be put to the Company at a General Meeting together with a written report supporting the nomination.

6.10.3 The nominee shall be elected to the position of Life Member by an ordinary resolution of those present and eligible to vote at a General Meeting in accordance with **clause 9.5**. Any person so elected shall become a Life Member of the Company with effect at the close of the meeting provided that the number of Life Members shall not exceed fifteen (15) at any one time.

6.10.4 Life Members are exempt from the payment of membership fees.

6.11. Register of Members

6.11.1 The Board of Directors shall cause a register to be kept in which shall be entered the names and addresses and classifications of all Members of the Company and the dates of their admission.

6.11.2 Particulars of resignations, terminations and reinstatements of membership and any further particulars as the Board of Directors or the Members at any General Meeting may require from time to time, shall also be entered into the register.

6.11.3 The register shall be open for inspection at all reasonable times by any member who has previously applied to the President of the Board or Secretary for such inspection.

6.12 Liability of Members

The liability of the Members is limited.

7. MEMBERSHIP FEES

7.1. The Board shall set the entrance fee and annual subscription payable by Squash participants, Ordinary and Associate Members for the following calendar year.

7.2. Annual subscriptions are due on 30 April each year.

7.3. The Board may approve a schedule of payments allowing the annual subscription to be paid by equal instalments spread throughout the year in which they are due. The Board may approve a variation to this schedule upon written application by a Member.

8. CESSATION OF MEMBERSHIP

8.1. If a schedule of payments is not approved under **clause 7.3** and the annual subscription payable by a Member remains unpaid for a period of three (3) months after it becomes due then, upon the expiration of seven (7) days after notice of default has been sent to the Member by the Secretary, all the privileges of membership of the Member may by resolution of the Board, be withdrawn. The Board may reinstate those privileges upon payment of all arrears.

8.2. If a schedule of payments is approved under **clause 7.3** and any one payment remains unpaid for a period of seven (7) days after the payment was due, a notice of default shall be sent to the Member by the secretary. If such instalment remains unpaid for fourteen (14) days after the date the notice is sent and if a written explanation from the Member has not been received and accepted by the Board, the Board may by resolution, cause all the privileges of membership of that Member to be withdrawn. The Board may reinstate those privileges upon payment of all arrears.

8.3. The Board may resolve to charge interest at a reasonable commercial rate, on any payment due under **clauses 7.2 and 7.3** which is not received by the due date.

9. VOTING STRUCTURE AND RIGHTS

9.1. All Directors, Members and the Company auditor are entitled to receive notices of General Meetings of the Company, and to attend and be heard at those meetings.

9.2. The voting entitlements of Members of the Company are as follows:

9.2.1 Ordinary Members are entitled to vote as prescribed in **clauses 9.3 and 9.5**; and

9.2.2 Associate Members, and Life Members are not entitled to vote.

9.3. At all General Meetings of the Company where Members are voting on Special Resolutions, including motions covered under **clause 9.4**, Members shall be entitled to one vote. 9.4 For a special resolution to be carried under **clause 9.3** not less than three fourths of the votes cast at that meeting is required.

9.5. Motions requiring Special Resolution shall be as required by this Constitution and include motions to:

9.5.1 adopt or alter the Company's Constitution;

9.5.2 change the Company's name or status;

9.5.3 approve entering into related party transactions;[2]

9.5.4 wind up the Company voluntarily; or

9.5.5 transfer the registration of the Company.

9.6. At all General Meetings of the Company where Members are voting on ordinary resolutions, each Ordinary Member shall be entitled to:

9.6.1 one (1) vote; AND

9.6.2 one (1) additional vote if the annual subscription paid by the Ordinary Member exceeds (10) per-centum of the total annual subscription.

9.7 Ordinary resolutions shall be carried if a majority of the votes cast at the meeting in person or by proxy is in favour of the motion. If the votes for and against are equal, the resolution shall be lost.

9.8. Motions requiring ordinary resolution shall be all motions that are not Special resolutions and shall include motions to:

9.8.1 elect or re-elect Directors;

9.8.2 remove a Director; or

9.8.3. other business transacted at General Meetings in accordance with **clause 10.**1 and such business is not moved as a Special Resolution.

9.9 Voting eligibility for Ordinary Members under **clause 9.3 and clause 9.6** shall be subject to payment of the annual subscription within one month of the due date after which all entitlements will lapse. Voting entitlements will be reinstated:

9.9.1 upon payment of the subscription arrears or;

[2] See https://www.acnc.gov.au/for-charities/manage/related-party-transactions

9.9.2 if a resolution for such reinstatement is approved by the Board under this Constitution.

10. GENERAL MEETINGS

10.1. An Annual General Meeting (AGM) of the Company shall be held in accordance with the provisions of the Law. At least fifty-six (56) days prior to the proposed date of the AGM, the Secretary will request from Voting Members notices of motion, which must be received at least twenty-eight (28) days prior to the AGM. At least twenty-one (21) days' notice in writing of the date and place of this meeting, accompanied by an Annual Report, Statement of Accounts, Balance Sheet and Auditors Report, shall be given to Members and to delegates. The following business shall be transacted at such meetings:

10.1.1 consideration of any matters arising from the minutes of the previous AGM;

10.1.2 consideration of the Annual Report, Statements of Accounts, Balance Sheet and Auditor's Report;

10.1.3 election of Directors as prescribed in **clause 12**;

10.1.4 appointment of the Auditor/Auditors (if necessary); and

10.1.5 consideration of any Notices of Motion lodged with the Secretary at least twenty-eight (28) days prior to the AGM by any Member of the Company.

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

10.2. The President or any three members of the Board may convene a General Meeting at any time subject to **clause 10.5**.

10.3. A General Meeting must be convened by the Board upon a written request to the Secretary signed by no fewer than three Ordinary Members. The request must state the purpose for which the meeting is to be convened.

10.4. General Meetings requested under **clauses 10.2 or 10.3** shall be convened on such requisition or in default may be convened by the requisitioning Member, as provided by the Law.

10.5. Subject to the provisions of the Law relating to Special Resolutions and agreements for shorter notice, fourteen (14) days' notice at least (exclusive of the day on which the notice is served or deemed to be served, and inclusive of the day for which notice is given) specifying the place, the day, and the hour of meeting, and in case of general business, the nature of that business shall be given to such persons as are entitled to receive such notices from the Company.

10.6. For the purpose of **clause 10.5**, all business shall be general that is transacted at a General Meeting and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the Board and Auditors, the election of officers and other Directors in the place of those retiring, and the appointment of the Auditors, if necessary.

10.7. Each Ordinary Member may appoint a maximum of two representatives to attend a General Meeting. Each Associate Member may only appoint one representative to attend General Meetings.

11. PROCEEDINGS AT GENERAL MEETINGS

11.1. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as otherwise provided, five (5) Ordinary Members present (through their delegates), shall be a quorum.

11.2. If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Ordinary Members present (being not less than three) shall be a quorum.

11.3. The President shall preside as Chairman at every General Meeting of the Company, or if there is no President, or if he is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Board shall appoint another elected Director as Chairman of the meeting, or, if another Director is not present or is unwilling to act, then the Members present shall elect one of their number to be Chairman of the meeting.

11.4. The President may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, 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. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. When a meeting is adjourned for less than thirty days, it shall not be necessary to give any notice of the adjournment or the business to be transacted at a journey meeting.

11.5. At any General Meeting a resolution put to the vote shall be decided on a show of hands unless a poll, which may be in writing or by facsimile or by such means as the Members may decide from time to time by a simple majority, is demanded by the President or by the Delegates of at least three Ordinary Members present in person.

11.6. Unless a poll is demanded, a declaration by the Chairman 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 or the number of proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

11.7. If a poll is duly demanded on the election of a Chairman or on a question of adjournment it shall be taken at once. Any other poll shall be taken in such a manner and either at once or after an interval of adjournment or otherwise as the Chairman directs, and the result of the resolution of the meeting at which the poll was demanded.

11.8. In the case of an equality of votes, whether on a show of hands or on a poll, the resolution shall be lost.

11.9. No Ordinary or Associate Member shall be entitled to vote at any General Meeting if its annual subscription is more than one month in arrears unless voting entitlements have been reinstated in accordance with **clause 9.8**.

11.10. In the case of more than one delegate of a Member being present at a meeting, the vote of the senior delegate appointed under **clause 10.7**, shall be accepted. In cases of dispute, the Chairman shall rule on the appointment of the senior delegate.

11.11. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

12. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

12.1. There must be no less than seven (7) Directors and not more than nine (9) Directors who will comprise the Board.

12.2. Subject **to clause 10.1** no more than six (6) Directors are to be elected by the Members (elected Directors), and not more than three (3) Directors are to be appointed (appointed Directors) provided at all times that Directors whether elected or appointed and being residents of any one State or Territory shall not comprise a majority of the Board except by resolution of the Company at a General Meeting.

12.3 Subject to this Constitution and in particular, but not limited to the rules regarding Board vacancies, the Board will compromise no more than sixty percent (60%) and no less than forty percent (40%) of elected and appointed Directors who identify as a particular gender. Based on the number of Directors that may comprise the Board under **clause 12.1** this equates to the following number of Directors on the Board:

12.3.1 for Board of nine (9) Directors no more than five (5) Directors and no less than four (4) Directors that identify as a particular gender.

12.3.2 for a Board eight (8) Directors no more than five (5) Directors and no less than three (3) Directors that identify as a particular gender.

12.3.3 for a Board seven (7) Directors no more than four (4) Directors and no less than three (3) Directors that identify as a particular gender.

12.4. The elected Directors will determine the appointed Directors at their discretion following the recommendation of the Squash Australia Nominations Committee which will be formed in accordance with **clause 15.2**, taking into account the need to cover any gaps in the skills identified between the elected Directors and the requirements contained in **clause 12.3**.

12.5. Save for the exception in **clause 12.11**, the term of office for each elected Director shall be three (3) years, with two (2) Directors elected one year, two (2) Directors elected the next year and the remaining two (2) Directors elected the following year. Elected Directors shall be elected for a term of three (3) years and appointed Directors may be appointed up to a maximum term of three (3) years.

12.6 Save for the exception in **clause 12.11** the full term of each elected Director shall commence from the conclusion of the Annual General Meeting at which they were elected and conclude at the cessation of the third Annual General Meeting after that election.

12.7 Subject to **clause 12.11, clause 12.11.1** and **clause 12.5** the term of each appointed Director shall commence and conclude on dates determined by the elected Directors.

12.8. On election or appointment to the Board of the Company a Director must stand down immediately from any position held on an Ordinary Member Board and formally resign from that board within 7 days of their election or appointment to the Board.

12.9. Following the Annual General Meeting of the Company in each year, the Directors shall, subject to the President standing down, not being re-elected as a Director or having served a two (2) year term as President, by resolution elect a President to serve a term of two (2) years and by resolution assign portfolios from within the elected 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.

12.10. At the Annual General Meeting of the Company in each year all elected Directors who have completed a term of three (3) years shall retire from office and subject to **clause 12.11** shall be eligible for re-election at the Annual General Meeting upon nomination.

12.11 No person shall serve on the Board as a Director (whether elected, appointed or as a combination of both) for a total period of more than ten (10) years. For the avoidance of doubt:

12.11.1 no person who has served as a Director (whether elected, appointed or a combination of both) shall be eligible for re appointment as a Director if the term of that appointment results in them serving a total period (whether consecutive or otherwise) of more than ten (10) years on the Board as a Director; and

12.11.2 a person who has served as a Director (whether elected, appointed or a combination of both) for eight (8) or more years on the Board will be eligible for election as a Director but may only serve part of a term so that their total period of service (whether consecutive or otherwise) on the Board does not exceed ten (10) years,

12.12. The election of Directors shall take place in the following manner:

12.12.1 Ordinary Members of the Company may nominate any person to serve as a Director.

12.12.2 The nomination, which shall be in writing and signed by the nominee and his/her proposer, shall be lodged with the Secretary at least twenty- eight (28) days before the Annual General Meeting at which the election is to take place.

12.12.3 A list of the candidates' names in alphabetical order, with the proposer's name shall be notified to all Members by the Secretary at least twenty-one (21) days immediately preceding the Annual General Meeting; provided that a nomination shall not be invalidated by any failure to give such notification.

12.12.4 Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Member present at the Annual General Meeting shall be entitled to vote in accordance with the procedures set out below governing the election of Directors

12.12.5 If there is an insufficient number of eligible candidates nominated for any position, nominations may be taken from the floor of the Annual General Meeting. If sufficient numbers of eligible candidates are not then nominated, the Board may appoint persons to fill the remaining vacancy or vacancies.

12.12.6 On a contested election for Director the election process detailed under clause 12.8, the below shall be used to decide the election of each Director. The Director elected first shall automatically be excluded from the remaining ballots and the Director elected second shall be excluded from the subsequent ballots. If a contested ballot is held, the elected candidate must receive more than one half of the votes properly recorded. If there are more than two candidates participating in a ballot and no one candidate receives in excess of one half of all the votes properly recorded, then a further ballot or ballots shall be held. On each subsequent ballot the candidate who has received the least number of votes on the previous ballot shall be automatically removed from further ballots for that position (save that he/she shall be re-entered into the subsequent ballot for any remaining vacancy or vacancies). The process of subsequent ballots and the removal from the next ballot of the candidate securing the least number of votes at the previous ballot(s) shall continue until one candidate secures in excess of one half of all the votes properly recorded. That person shall then be declared elected. If in any ballot two or more candidates have an equal number of votes and one of them has to be excluded from further ballots, that candidate amongst them who had the least number of votes at the previous ballot at which they had not an equal number of votes shall be excluded.

12.13. The Board shall have power at any time, and from time to time, to appoint a person to fill a casual vacancy for the period until the position comes up for election at an Annual General Meeting.

12.14. The Company may by Special Resolution of which notice has been given, remove any member of the Board before the expiration of his/her period of office, and may by Special Resolution appoint another person in his/her stead. The person so appointed shall hold office only until the next Annual General Meeting.

12.15. The office of a Board member shall become vacant if the member:

12.15.1 becomes bankrupt or makes any arrangement or composition with his creditors generally;

12.15.2 is prohibited from being a director of a company by reason of any order made under the Law;

12.15.3 ceases to be a member of the Board by operation of the Law;

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

12.15.5 resigns their office by notice in writing to the Company;

12.15.6 is absent from meetings of the Board for a period of more than six calendar months without permission of the Board;

12.15.7 holds an office of profit under the company; or

12.15.8 is directly or indirectly interested in any contract; or proposed contract with the company; provided that nothing in this Clause shall affect the operation of **clauses 14.10 or 24** of this Constitution.

12.16. **Remuneration of Directors**

12.16.1 The Directors shall not be entitled to be paid any remuneration by way of directors' fees or emoluments, unless otherwise determined by the Company at a General Meeting by Special Resolution.

12.16.2 The Board may determine that Directors be paid travelling and other out-of-pocket expenses properly incurred by them in attending and returning from General Meetings and Board meetings of the Company or otherwise in connection with the business of the Company.

13. POWERS AND DUTIES OF THE BOARD

13.1. The business of the Company shall be managed by the Board which may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Law or by this Constitution, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these and to such by-laws and regulations, being not inconsistent with the provisions of the Law.

13.2. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Company.

13.3. For the purpose of **clause 4**, the rate of interest payable in respect of money being lent by Members to the Company shall not exceed the lowest rate paid for the time being by the Commonwealth Bank in respect of term deposits.

13.4. All cheques, promissory notes, 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, by any two Directors or in such other manner as the Board from time to time determines.

13.5. The Board of Directors shall select and appoint a Chief Executive Officer and such other officers as it determines necessary and determine their responsibilities and terms and conditions of employment. The Chief Executive Officer shall report to the Board.

13.6. Whenever the position of Chief Executive Officer becomes vacant, the Board shall advertise the position nationally. Selection shall be by a panel appointed by the Board and comprising at least one male and one female person. At least two members of the selection panel shall be Directors of the Company.

13.7. The Chief Executive Officer may be removed by the Board. Any such removal shall be carried out in accordance with the terms and conditions of the employment contract between the Board and the Chief Executive Officer.

13.8. The Board shall cause:

13.8.1 records to be kept of all appointments of officers and servants;

13.8.2 records to be kept of names of Directors present at all meetings of the Company and of the Board; and

13.8.3 minutes of all Company meetings to be made and kept according to the Law.

13.9. Minutes made under **clause 13.8.3** shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

14. PROCEEDINGS OF THE BOARD OF DIRECTORS

14.1. The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.

14.2. The Board shall meet on a minimum of five occasions each year, and at least once in each calendar quarter and at such other time or times as may be deemed necessary. Meetings shall be held at places and times set by the President.

14.3. The President may summon a meeting of the Board at any time.

14.4. At the request of any two Directors, the President shall summon a meeting of the Board within twenty-one (21) days of the date of the request.

14.5. Unless otherwise determined by the President, or in his absence his appointed Delegate at least seven (7) days' notice in writing of a Board meeting, accompanied by an agenda, shall be given to the Directors.

14.6. The following business shall be transacted at such meetings:

14.6.1 approval of the minutes of the previous Board and matters arising there from;

14.6.2 consideration of matters referred to the Board arising from any previous General Meeting or Special General Meeting which have taken place since the previous Board Meeting; provided that the subject matter contained therein can be transacted by the Board in accordance with the Constitution and is not inconsistent with those requirements prescribed by General Meetings:

14.6.3 consideration of any notices of motion lodged with the President or Secretary at least twenty-eight (28) days prior to the meeting by any Member of the Company;

14.6.4 consideration of any other business permitted by the Chairman.

14.7. The quorum necessary for the transaction of business of the Board shall be a majority of the total Board as provided in **clause 12.1** or such greater number as may be fixed by the Board.

14.8. For a motion to be carried at a Board Meeting, a majority of votes is required. If the number of votes in favour and against a motion are tied, the motion shall be lost.

14.9. The continuing Directors may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of the Board, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company, but for no other purpose.

14.10. No Director shall be disqualified by office from contracting with or holding any other office under the Company, nor will such contract or any contract entered into, by or on behalf of the Company in which any Director is in any way interested be avoided, nor will any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relationship thereby established; provided that the nature of the interest is disclosed by the Director at the General Meeting or meeting of the Board at which the contract is determined upon, if the interest then exists and has not been disclosed in accordance with the Law or, in any other case, at the first meeting of the Board after the acquisition of the interest. A Director may be heard and may be counted for the purpose of a quorum present at the meeting but may not vote in respect of the contract or arrangement in which the Director has an interest. The Director may, notwithstanding an interest, participate in the execution of any instrument by or on behalf of the Company for contracts or arrangements approved by the Board or Company in accordance with this Constitution.

14.11. The President shall preside as Chairman at every Board meeting or, if he is not present within 15 minutes after the time appointed for the holding of the meeting, the Directors present shall elect another Chairman of the meeting.

14.12. If within half an hour from the time appointed for the commencement of a Board meeting a quorum is not present, the meeting if convened upon the requisition of two members of the Board, shall lapse. In any other case it shall stand adjourned to a day within fourteen (14) days of the time appointed for the meeting and a place as the Board 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 shall lapse.

14.13. The Chief Executive Officer shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Board Meeting to be maintained.

14.14. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Board meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding Board Meeting verifying their accuracy.

14.15. Except as otherwise provided by this Constitution, the Board shall have the authority to interpret the meaning of these Rules and any matters relating to the Company on which these rules are silent.

14.16. All acts done by any meeting of the Board or of a committee or by a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Board, committee or Director, or that the Directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or committee member.

14.17. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.

14.18. The Secretary shall in accordance with the Law be appointed by the Board for such term, upon such conditions as it thinks fit, and any Secretary so appointed may be removed by it. Nothing shall prevent the Board from appointing a Member of the Company as Secretary. The Board may also appoint the CEO as Secretary.

14.19. On vacating the position of Chief Executive Officer the former employee may not sit as a Director on the Board of the Company for a minimum of three years.

15. ADVISORY COMMITTEES

15.1. The Board may appoint one or more advisory committees consisting of such Members or persons as the Board thinks fit. Such committees shall act in an advisory capacity only and shall conform to any regulations that may be imposed by the Company and, subject thereto, shall have power to co-opt any person or Member of the Company.

15.2 The advisory committees appointed shall include:

15.2.1 a nominations committee which evaluates the suitability of candidates for vacant director positions. The committee shall have an independent chair and include at least one Director appointed by the Board.

15.2.2 a finance, audit and risk committee, including at least one external and independent Certified Practicing Accountant or Chartered Accountant, to ensure there are adequate controls and systems in place to alert management and the Board to potential risks associated with the operation of the sport.

15.2.3 other committees with responsibilities for direction and oversight of strategic priorities determined from time to time.

15.3. Advisory committees may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the question shall be decided in the negative.

16. FUNDS AND ACCOUNTS

16.1. The Board shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance-sheet (including every document required by the Law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Law provided, however, that the Board shall cause to be made out and laid before each Annual General Meeting, a balance sheet and profit and loss account made up to a date consistent with that required by Law prior to the date of the meeting.

16.2. The Board shall from time to time determine at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of Members.

16.3. The funds of the Company shall be deposited in the name of the Company in such financial institution as the Board of Directors may from time to time direct. All monies shall be deposited as soon as practicable after receipt thereof.

17. APPOINTMENT OF AUDITOR

A properly qualified Auditor or Auditors shall be appointed and his or their duties regulated in accordance with the Law.

18. COMMON SEAL

The Board shall provide for a common seal and for its safe custody. The common seal shall only be used by the authority of the Board of Directors. Every instrument to which the seal is affixed shall be signed by two people who may be any of the following: the Chief Executive Officer, a Director of the Board or another person appointed by the Board for the purpose.

19. WSF AFFILIATION

The Company shall be and remain affiliated with the WSF and, as far as may be consistent with the Law and this Constitution, shall observe the Rules of that Federation.

20. RULES OF THE GAME

Unless otherwise specified in the Regulations, the rules of the game of Squash as laid down and from time to time determined by the WSF, shall apply in the Commonwealth of Australia.

21. BY-LAWS AND REGULATIONS

21.1. The Board shall have the power to make, amend and repeal by-laws and regulations from time to time, being not inconsistent with the Law and this Constitution, as they deem necessary and desirable for the orderly administration and regulation of the affairs of the Company. No resolution passed by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that resolution had not been passed.

21.2. The Secretary shall cause full and accurate records of by laws and regulations to be recorded and open for inspection at all reasonable times.

21.3. The Secretary shall inform all Members of additions, amendments and deletions to by laws and regulations within twenty-eight (28) days of the decision being made.

22. NOTICES

22.1. Any notice required by law or by or under this Constitution to be given to any Member shall be given by sending it by post to him at his registered address, or to the address, if any, supplied by him to the Company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

22.2. Notice of every General Meeting shall be given to:

22.2.1. every Member who has supplied the Company with an address; and

22.2.2. the auditor or auditors for the time being of the Company. No other person shall be entitled to receive notices of General Meetings.

23. INDEMNITY

The Directors and members of any committee appointed in accordance with this Constitution shall be indemnified out of the assets of the Company against any liability and expenses arising out of the execution of their duties on behalf of the Company which are properly incurred in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which he is acquitted or in connection with any application under the Law in which relief is granted to him/her by the Court under the Law in respect of any negligence, default, breach of duty or breach of trust.

24. WINDING UP

If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the Objects of the Company and whose constitution 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 under this clause, such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to this provision, then to some object which has been approved as an educational or public benevolent institution under the Income Tax Assessment Act.

VERSION CONTROL

Version 2.1	22 November 2020