

# **HUNTERS HILL CLUB LIMITED**

(ACN 000 976 590)

## **Constitution**

Adopted 15<sup>th</sup> May 2023

*Corporations Act 2001 (Cth)*  
*Registered Clubs Act 1976*

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# CONSTITUTION

of

## HUNTERS HILL CLUB LIMITED

### 1. NAME OF CLUB

The name of the Club is Hunters Hill Club Limited (**Club**).

### 2. DEFINITIONS AND INTERPRETATION

#### 2.1. Definitions

In this Constitution unless the contrary intention appears:

“**Act**” means the *Corporations Act 2001 (Cth)* as amended from time to time.

“**Board**” means the body managing the Club and consisting of the Directors.

“**Constitution**” means this Constitution of the Corporation

“**Director**” means a Member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Director.

“**Full Voting Member**” means a Member known as a Gold Member at the date of the adoption of this Constitution and subsequently re-joining the Club as a Full Voting Member.

“**General Meeting**” means the annual or any Special General Meeting of the Club.

“**Guest**” means a person or persons introduced at the privilege of a Member in compliance with **clause 10**.

“**Individual Member**” means a registered, financial Member of the Club who is at least 18 years of age.

“**Intellectual Property**” means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club in New South Wales.

“**Junior Member**” means a registered Member of the Club who is younger than 18 years of age.

“**Honorary Member**” means an individual appointed as an Honorary Member under **clause 6.1** and the Regulations who is at least 18 years of age.

“**Life Member**” means an individual appointed as a Life Member of the Club under **clause 5.2**.

“**Local Area**” means Sydney, with a focus on the lower north shore and inner west geographical areas.

“**Member**” means a Member of the Club for the time being under **clause 5**.

“**Objects**” means the objects of the Club in **clause 3**.

**“Provisional Member”** means an individual who has applied for membership to the Club and is awaiting acceptance of their application, under **clause 5.4** who is at least 18 years of age.

**“Register”** means a register of Members kept and maintained in accordance with **clause 7**.

**“Regulations”** means regulations determined and promulgated in accordance with **clause 36**.

**“Relevant Laws”** means the Act and the *Registered Clubs Act 1976* as amended from time to time.

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

**“Social Member”** means a Member known as a Silver Member at the date of the adoption of this Constitution and subsequently re-joining the Club as a Social Member.

**“Special Resolution”** means a Special Resolution defined in the Act.

**“Temporary Member”** means an individual who is being granted temporary membership to the Club under **clause 5.3** who is at least 18 years of age.

**“Triennial Rule”** means the rule of the Club that provides for the election of Board in accordance with clause 16”;

## **2.2. Interpretation**

A decision by the Board on the construction or interpretation of this Constitution, by-laws or the Regulations of the Club made pursuant to this Constitution or on any matter arising therefrom, is conclusive and binding on all Members, subject to such construction or interpretation being varied or revised by the Members in General Meeting or by the Supreme Court of New South Wales.

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes Regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference 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, including messages sent by electronic mail.

### **2.3. Severance**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

### **2.4. The Relevant Laws**

Except where the contrary intention appears in this Constitution, an expression that deals with a matter under the Relevant Laws has the same meaning as that provision of the Relevant Laws.

## **3. OBJECTS OF THE CLUB**

**3.1.** The Club is established solely for the Objects which, subject to compliance with the Act, are to:

- (a) maintain and conduct a club of a non-political character and to provide a clubhouse, sporting facilities and other conveniences for the use and recreation of the Members at such place or places as decided by the Members;
- (b) conduct, encourage, promote, advance and administer lawn bowls and tennis throughout the Local Area and further areas as appropriate;
- (c) act, at all times, on behalf of and in the interest of the Members;
- (d) affiliate and otherwise liaise with the lawn bowls and tennis governing bodies;
- (e) abide by, promulgate, enforce and secure uniformity in the application of the rules of lawn bowls and tennis as may be determined from time to time by the lawn bowls and tennis governing bodies as may be necessary for the management and control of lawn bowls and tennis and related activities;
- (f) provide for Members and Members' Guests social and sporting facilities including, but not limited to amusements and entertainments, pastimes and recreations indoor and outdoor as the Club may deem expedient;
- (g) hold a licence or permit or other authority under such laws as shall for the time being in force in the state of New South Wales for the sale of spirits and liquor in such manner and quantities and to such persons as the Club can determine and the law permit and to carry on the business of restaurant keepers, restaurant proprietors with or without the benefit of restaurant permit under the provisions of the *Registered Clubs Act 1976*, or any statutory modification or re-enactment therefore or substitute thereof and to carry out the business of wine and spirit merchants and licensed victuallers and to hold a licence to keep, use and operate poker machines and other automatic machines;
- (h) advance the operations and activities of the Club throughout the Local Area;
- (i) have regard to the public interest in its operations;
- (j) to render aid either financial or by other mean to clubs and associations in the Hunters Hill district and elsewhere, whose objects are all together or in part similar to those of the Club;
- (k) to indemnify any person or persons whether members of the Club or not, who may in incur or have incurred any personal liability for the benefit of the Club; and
- (l) undertake and or do all such things or activities which are necessary, incidental, or conducive to the advancement of these Objects.

- 3.2.** The income and property of the Club, howsoever derived, must be applied solely towards the promotion of the Objects of the Club as set forth in this Constitution and no portion thereof is to be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or among the Members of the Club. Provided that nothing herein prevents the payment in good faith of interest to any such Member in respect of money advanced by that Member to the Club or otherwise owing by the Club to the Member, or of remuneration of any officer or employee of the Club or to any Member of the Club or other person in return for services actually rendered to the Club. Provided further that no member of the Board or of any committee is to be appointed to any salaried office of the Club or any office of the Club paid by fees while still a member of the Board or of that committee. Provided further that no remuneration is to be given by the Club to any member of the Board or of any committee except that nothing herein is to be construed as preventing the payment of an honorarium in respect of special honorary services rendered or the repayment of out-of-pocket expenses or payment of interest on money lent, sale or hire of good or rent for premises demised to the Club.

#### **4. POWERS OF THE CLUB**

Solely for furthering the Objects, the Club has the legal capacity and powers as set out under the Relevant Laws.

#### **5. MEMBERS**

##### **5.1. Members**

The Members of the Club shall consist of:

- (a) Life Members shall be considered to be Full Voting Members, who subject to this Constitution, shall be relieved from payment of any subscription or levies.
- (b) Full Voting Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings.

Full Voting Members shall be the only members of the Club entitled to hold office on the Board or to nominate a Full Voting Member for election to the Board.

Full Voting Members shall be entitled to all privileges of the Club including, subject to appropriate sporting body registrations, the playing of sports activities on the Club's facilities and such other rights and privileges as may be determined by the Board from time to time.

- (c) Social Members shall have no right to receive notice of General Meetings, to be present, debate or vote at General Meetings.

Social Members shall not be entitled to hold office on the Board or to nominate a Full Voting Member for election to the Board.

Social Members shall be entitled, subject to appropriate sporting body registrations, to the playing of sports activities on the Club's facilities and such rights and privileges as may be determined by the Board from time to time.

- (d) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings.

Junior Members are not able to drink any alcoholic beverage or use poker machines on the Club, but otherwise shall be entitled to such rights and privileges as may be determined by the Board from time to time.

- (e) Honorary Members shall have no right to receive notice of General Meetings, to present, debate or vote at General Meetings.

Honorary Members shall not be entitled to hold office on the Board or to nominate a Full Voting Member for election to the Board.

Honorary Members shall be entitled, subject to appropriate sporting body registrations, to the playing of sports activities on the Club's facilities and such rights and privileges as may be determined by the Board from time to time.

- (f) Temporary Members must be over 18 years of age and shall have no right to receive notice of General Meetings, to present, debate or vote at General Meetings.

Temporary Members shall not be entitled to hold office on the Board or to nominate a Full Voting Member for election to the Board.

- (g) Provisional Members must be over 18 years of age and shall have no right to receive notice of General Meetings, to present, debate or vote at General Meetings.

Provisional Members shall not be entitled to hold office on the Board or to nominate a Full Voting Member for election to the Board.

Provisional Members shall be entitled, subject to appropriate sporting body registrations, to the playing of sports activities on the Club's facilities and such rights and privileges as may be determined by the Board from time to time.

## **5.2. Life Members**

- (a) Subject to there being a maximum of twenty Life Members at any time, the Board may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership (subject to clause **5.2(c)**) on the recommendation of the Board must be passed as a Special Resolution.
- (c) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.
- (d) Only one Member may be elected as a Life Member of the Club in any calendar year.

## **5.3 Temporary Members**

The following persons may be admitted as a Temporary Member of the Club in accordance with the Regulations:

- (a) An individual who's place of residence is more than 5 kilometres from the Club's premises, or such greater distance as may be determined by the Board from time to time.
- (b) An individual who is a full member (as defined in the Registered Clubs Act) of any other club which is a registered under the Registered Clubs Act and which has objects similar to those of the Club.

- (c) An individual who is a full member (as defined in the Registered Club Act) of any registered club or any interstate club (as defined in the Registered Clubs Act) who, at the invitation of the Board or a Full Member of the Club, attends on any day at the premises of the Club for the purpose of participating in an organised event to be conducted by the Club on that day, from the time on that day when the person so attends the premises of the Club until the end of that day.

#### **5.4 Provisional Members**

This refers to persons who have applied for membership to the Club but are awaiting acceptance of their application.

A person is only able to be a Provisional Member for a period up to six weeks from the date of lodgment of their application for membership. If they have not been accepted or this time is exceeded (whichever is the earlier) then the person will cease to be a Provisional Member.

### **6. MEMBERSHIP APPLICATION**

#### **6.1. Application for Membership**

An application for membership or transfer of membership must be:

- (a) written and signed in the form prescribed from time to time by the Board (if any),
- (b) from the applicant or its nominated representative and lodged with the Club; and
- (c) accompanied by the appropriate fee (if any).

#### **6.2. Process for Application for Membership**

The appointment of Members is in accordance with the procedures set down by the Club in the Regulations.

#### **6.3. Discretion to Accept, Reject or Transfer Application**

- (a) The Club may accept, reject or transfer an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application or transfer, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club and approval of the Board. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

#### **6.4. Renewal**

Members (other than Life Members, Honorary or Temporary Members) must renew their membership in accordance with the procedures set down by the Club in the Regulations from time to time.

#### **6.5. Deemed Membership**

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.



- (b) Any Members of the Club, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.5(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

## **7. REGISTER OF MEMBERS**

### **7.1. Club to Keep Register**

The Club shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) the full name, contact details and date of entry of each Life, Full, Social, Honorary or Junior Member; and
- (b) where applicable, the date of termination of membership of any Member.

Members shall provide notice of any change and required details to the Club within one month of such change.

For Honorary Members, the Register shall record the date in which the Honorary Membership commences and ceases.

### **7.2. Club to Keep Register of Temporary Members**

The Club shall keep and maintain a register for Temporary Members in which shall be entered (as a minimum):

- (a) the full name, contact details of each Temporary Member;
- (b) the date on which the temporary membership is granted; and
- (c) the signature of the Temporary Member.

### **7.3. Inspection of Register**

Having regard to the Relevant Laws, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

### **7.4. Use of Register**

Subject to the Relevant Laws, confidentiality considerations and privacy laws, the Registers may be used to further the Objects, in such manner as the Board considers appropriate.

## **8. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Club;
- (d) the Constitution and the Regulations are necessary and reasonable for promoting the Objects; and
- (e) they are entitled to all benefits, advantages, privileges and services of Club membership.

## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1. Notice of Resignation**

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.
- (b) Once the Club receives a notice of resignation of membership given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

### **9.2. Discontinuance for Breach**

- (a) Membership of the Club may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee.
- (b) Membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.
- (d) If an employee is a Member of the Club and their employment is terminated as a result of gross or serious misconduct, then their membership shall cease absolutely and immediately upon such termination.

### **9.3. Member to Re-Apply**

A Member whose membership has been discontinued under **clauses 9.1 or 9.2**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board.

### **9.4. Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

### **9.5. Membership may be Reinstated**

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

### **9.6. Refund of Membership Fees**

Membership fees or subscriptions paid by the discontinued Member may, at the discretion of the Board, be refunded on a pro-rata basis to the Member upon discontinuance.

## **10. GUESTS**

**10.1.** All Members have the privilege of introducing Guests to the Club subject to:

- (a) Members are responsible for the conduct of any Guest they introduce to the Club;
- (b) a Guest must at all times remain in the reasonable company of the Member who introduced the Guest to the Club;
- (c) a Guest must not remain on the Club's premises any longer than the Member who introduced the Guest to the Club; and
- (d) the Secretary, or in the Secretary's absence the senior employee of the Club on duty, may refuse a Guest admission to the Club at any time and without notice and without being required to give any reason.

## **11. DISCIPLINE**

- (a) The Board may commence disciplinary proceedings against a Member who has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Board or any duly authorised committee; or
  - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club, lawn bowls and/or tennis; or
  - (iii) brought the Club, any other Member, lawn bowls or tennis into disrepute.

That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations.
- (b) The Board may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

## **12. SUBSCRIPTIONS AND FEES**

The annual membership subscription (if any) and any fees or other levies payable by Members to the Club and the time for and manner of payment shall be as prescribed by the Regulations.

## **13. EXISTING DIRECTORS**

The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this Constitution shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. After this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

## **14. POWERS OF THE BOARD**

Subject to the Relevant Laws and this Constitution, the business of the Club shall be managed, and the powers of the Club shall be exercised, by the Board. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the Local Area.

## **15. COMPOSITION OF THE BOARD**

### **15.1. Composition of the Board**

The Board shall comprise:

- (a) Seven elected Directors who must all be Full Voting Members and who shall be elected under **clause 16**.
- (b) Following the adoption of this constitution the Board will have a rolling three year membership.
- (c) A Full Voting Member is not to be nominated for, elected to or hold office as a Director if that Member:
  - (i) has not paid their membership fees;
  - (ii) has been subject to a hearing under **clause 11** of this Constitution with an adverse finding within the period of 2 years immediately prior to the date of the determined for the next Annual General Meeting at which an election of the Board is required; or
  - (iii) at any time has been convicted of an indictable offence.

### **15.2. Portfolios**

The Board may allocate portfolios to Directors.

## **16. ELECTION OF DIRECTORS**

### **16.1. Nomination for Board**

- (a) Nominations for elected Director positions shall be called for forty eight days prior to the Annual General Meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be determined by the Board from time to time.
- (b) The Secretary will immediately cause notification of such nominations to be posted on the Club notice board.
- (c) A Member shall not be entitled to be elected or appointed to the Board unless he or she holds a Director Identification Number.

### **16.2. Form of Nomination**

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two Full Voting Members;
- (d) certified by the nominee (who must be a Full Voting Member) expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the Secretary by 6pm not less than twenty eight days before the date fixed for the Annual General Meeting.

### **16.3. Elections**

The Board will appoint a Returning Officer who will be responsible for conducting the election in the following manner:

- (a) If the number of nominations received 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 at the Annual General Meeting.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, nominations may, with the consent of the nominee, be made orally at the Annual General Meeting for the vacancies then remaining. If more nominations are made than the number of vacancies, an election by ballot will be held in accordance with procedures determined by the Board from time to time.
- (c) If not all vacancies are filled, the positions will be deemed casual vacancies under **clause 17.1**.
- (d) 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 alphabetical order for each vacancy on the Board.
- (e) Voting shall be conducted by an independent scrutineer in such a manner and by such a method as determined by the Board from time to time.

### **16.4 Term of Appointment for Elected Directors First General Meeting under Triennial Rule**

- (a) The Full Voting Members elected to the Board at the first General Meeting at which the Triennial Rule applies shall be divided into 3 groups.
- (b) The groups:
  - (i) will, unless nominees have provided notice in writing to the Returning Officer that they wish to hold office for no more than 1 or 2 years, be determined by drawing lots;
  - (ii) shall be as nearly as practicable equal in number after adjusting for any nominees who intend to hold office for 1 or 2 years as contemplated in paragraph (i); and
  - (iii) shall be designated as group 1, group 2 and group 3.
- (c) Unless otherwise disqualified, the members of the Board:-
  - (i) in group 1 shall hold office for 1 year;
  - (ii) in group 2 shall hold office for 2 years; and
  - (iii) in group 3 shall hold office for 3 years.

### **16.5 Term of Appointment for elected Directors Subsequent General Meetings**

At each General Meeting held while the Triennial Rule is in force, other than the first such meeting, the number of the Full Voting Members required to fill vacancies on the Board shall be elected and shall, unless otherwise disqualified, hold office for 3 years.

### **16.6 Revocation of Triennial Rule**

If the Triennial Rule is revoked:

- (a) at a General meeting – all the Full Voting Members of the Board cease to hold office; or

- (b) at a meeting other than a General Meeting – all the members of the Board cease to hold office at the next succeeding General Meeting,

and an election shall be held at the meeting to elect a new Board; and

- (c) the Board will thereafter have a rolling two year membership with four directors being elected in one year and three directors being elected in the following year.

## **17. VACANCIES ON THE BOARD**

### **17.1. Casual Vacancies**

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Director's term under this Constitution.

### **17.2. 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 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 his/her office in writing to the Club;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of six months;
- (f) holds any office of employment with the Club without the approval of the Board;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (h) in the opinion of the Board (but subject always to this Constitution) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club or has brought the Club into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the Act.

### **17.3. 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. However, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute a quorum.

## **18. MEETINGS OF THE BOARD**

### **18.1. Board to Meet**

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Relevant Laws).

Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. The chairperson or any three Directors` may at any time convene a meeting of the Board within reasonable time.

#### **18.2. Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

#### **18.3. Resolutions Not in Meeting**

- (a) A resolution in writing that has been signed or assented to by electronic communication by all the Directors for the time being shall be as valid and effectual as if it had been passed at a meeting of directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the Directors is not physically present at the meeting, provided that:
  - (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.
  - (ii) Notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that Directors are not required to be present in person.
  - (iii) If a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by the number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
  - (iv) Any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there present. If no Director is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **18.4. Quorum**

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is four.

#### **18.5. Notice of Board Meetings**

The minimum notice period for Board Meetings shall be fourteen days and an agenda shall be forwarded to each Director not less than four days prior to such meeting. For urgent matters, the Chair or three members of the Board can call for an urgent Board meeting to discuss a specific matter. The minimum notice period for an urgent board meeting shall be 24 hours unless the board resolves in writing to hold a meeting with a shorter notice period.

## **18.6. Chairperson**

The Board shall annually appoint a chairperson from among its number. The chairperson shall be the nominal head of the Club and will act as chair of any Board meeting or General Meeting at which she or he is present. If the chairperson is not present, or is unwilling or unable to preside at a Board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

## **18.7. Conflict of Interest**

A Director shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. They shall, unless otherwise determined by the Board, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Director casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

## **18.8. Disclosure of Interests**

- (a) The nature of the interest of a Director must be declared at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Board at the next meeting of the Board. If a Director becomes interested in a 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 interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Relevant Laws.

## **18.9. General Disclosure**

A general notice stating that a Director is a Member of any specified firm or company and that she or he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.8**. After the distribution of the general notice, it is not necessary for the Director to give a special notice regarding any particular transaction with that firm or company.

## **18.10. Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 18.7, 18.8** and/or **18.9** must be recorded in the minutes of the relevant meeting.

## **19. DELEGATIONS**

### **19.1. Board May Delegate Functions**

The Board may, by instrument in writing, create, establish or appoint special committees, officers, consultants or individuals to carry out specific duties and functions.

It will determine what powers these committees are given. In exercising its power under this clause, the Board must take into account broad stakeholder involvement.

### **19.2. Delegation by Instrument**

In establishing an instrument, the Board may delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and



- (b) a function imposed on the Board or the executive officer, any law, this Constitution, or by resolution of the Club in a General Meeting.

### **19.3. Delegated Function Exercised in Accordance with Terms**

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

### **19.4. Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Board.

### **19.5. Delegation May Be Conditional**

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

### **19.6. Revocation of Delegation**

At any time the Board may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

## **20. SEAL**

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Club's minute book. Two Directors must witness every use of the Seal, unless the Board determines otherwise.

## **21. SECRETARY**

The Board must appoint one, but not more than one, Secretary who is the General Manager of the Club.

## **22. GENERAL MEETINGS**

- (a) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.
- (b) The Club's Annual General Meeting shall be held in accordance with the Relevant Laws and this Constitution. It should be held on a date and at a venue determined by the Board.

## **23. SPECIAL GENERAL MEETINGS**

### **23.1 Special General Meetings May be Held**

The Board may, whenever it thinks fit, convene a Special General Meeting. When, but for this clause, more than fifteen months elapses between Annual General Meetings, the Board shall convene a Special General Meeting before the expiration of that period.

## 23.2 Requisition of Special General Meetings

- (a) The Secretary will convene a Special General Meeting when the lesser of one hundred Full Voting Members or 5% of all Members entitled to vote at the General Meeting submit a requisition in writing.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Board does not cause a Special General Meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a special General Meeting to be held no later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Board.

## 24. NOTICES OF GENERAL MEETINGS

- (a) Notice of every General Meeting shall be given to every Life Member and Full Voting Member entitled to receive notice. Notices shall be sent to the contact details appearing in the Club's Register. The auditor and Directors shall also be entitled to receive notice of every General Meeting. This will be sent to the auditor's last known address. No other person shall be entitled, as of right, to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty one days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting; and
  - (ii) any notice of motion received from Members entitled to vote.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 37**.

## 25. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution, the appointment of the auditors and any disclosures of conflicts of interest.
- (b) All business that is transacted at a General Meeting and at an Annual General Meeting, with the exception of those matters set down in **clause 25(a)**, shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

## 26. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Club no less than thirty-five days (excluding receiving date and meeting date) prior to the General Meeting.

## **27. PROCEEDINGS AT GENERAL MEETINGS**

### **27.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be the lesser of thirty Full Voting Members or 5% of all Members entitled to vote at the meeting.

### **27.2 Chairperson to Preside**

The chairperson of the Board shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) in relation to any election for which the chairperson is a nominee; or
- (b) where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another Director to preside as chairperson for that meeting only.

### **27.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson 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. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 27.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **27.4 Voting Procedure**

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

- (a) the chairperson; or
- (b) a simple majority of the Members.

### **27.5 Recording of Determinations**

Unless a poll is demanded under **clause 27.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

### **27.6 Where Poll Demanded**

If a poll is duly demanded under **clause 27.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

## **28 VOTING AT GENERAL MEETINGS**

### **28.1 Members Entitled to Vote**

Life Members and Full Voting Members shall be entitled to one vote at General Meetings. No other Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in **clause 5**.

### **28.2 Chairperson May Exercise Casting Vote**

Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

### **28.3 Proxy Voting**

Proxy voting shall not be permitted at all General Meetings.

### **28.4 Postal Voting**

No motion shall be determined by a postal ballot unless determined by the Board. If the Board so determines, the postal ballot shall be conducted under the procedures set by the Board from time to time.

## **29 GRIEVANCE PROCEDURE**

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
  - (i) another Member; or
  - (ii) the Club.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten days, refer the dispute for resolution to an independent tribunal.
- (d) The Board may prescribe additional grievance procedures in the Regulations consistent with this **clause 29**.

## **30 RECORDS AND ACCOUNTS**

### **30.1 Records**

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Board). It shall produce these as appropriate at each Board or General Meeting.

### **30.2 Records Kept in Accordance with the Act**

Proper accounting and other records shall be kept in accordance with the Relevant Laws. The books of account shall be kept in the care and control of the Secretary.

### **30.3 Board to Submit Accounts**

The Board shall submit the Club's statements of account to the Members at the Annual General Meeting in accordance with this Constitution and the Relevant Laws.

#### **30.4 Accounts Conclusive**

The statements of account, when approved or adopted by an Annual General Meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

#### **30.5 Accounts to be Sent to Members**

The Secretary shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Relevant Laws.

#### **30.6 Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Directors or in such other manner as the Board determines.

### **31 AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Club in a General Meeting. The auditor's duties shall be regulated in accordance with the Relevant Laws.. The minimum duties shall be regulated in accordance with the Act and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in a General Meeting.
- (b) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.

### **32 INCOME**

**32.1** Income and property of the Association shall be derived from such sources as the Board determines from time to time.

**32.2** The income and property of the Club shall be applied solely towards the promotion of the Objects.

**32.3** Except as prescribed in this Constitution or the Act:

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

**32.4** Payment in good faith of or to any Member can be made for:

- (a) any services actually rendered to the Club whether as an employee, Director or otherwise;
- (b) goods supplied to the Club in the ordinary and usual course of operation;
- (c) interest on money borrowed from any Member;
- (d) rent for premises demised or let by any Member to the Club; or
- (e) any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in clauses 32.2 or 32.3 preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

### **33 WINDING UP**

- (a) Subject to this Constitution the Club may be wound up in accordance with the Relevant Laws.
- (b) The liability of the Members of the Club is limited.
- (c) Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).

### **34 DISTRIBUTION OF PROPERTY ON WINDING UP**

If, upon winding up or dissolution of the Club, there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has Objects similar to those of the Club. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Club by this Constitution. The organisation(s) is to be determined by the Members in a General Meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of New South Wales or other court as may have or acquire jurisdiction in the matter.

### **35 ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution passed by a 75% majority of Life Members and Full Voting Members who are present and voting at a Special General Meeting.

### **36 REGULATIONS**

#### **36.1 Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management, financial management and administration of the Club, the advancement of the Objects of the Club and sport in the Local Area. Such Regulations must be consistent with the Constitution and any policy directives of the Board.

#### **36.2 Regulations Binding**

All Regulations are binding on the Club and all Members.

#### **36.3 Regulations Deemed Applicable**

All clauses, rules, by-laws and regulations of the Club in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and regulations are not inconsistent with or have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.

#### **36.4 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to the Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

### **37 NOTICE**

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

### **38 INDEMNITY**

- (a) Every Director and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Club shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission, except willful misconduct:
  - (i) in the case of a Director, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
  - (ii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.