

Associations Incorporation Reform Act 2012 (VIC) (Act)

HOWITT PARK BOWLS CLUB Inc

Constitution

May 2023

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HOWITT PARK BOWLS CLUB INCORPORATED

1 NAME OF CLUB

The name of the Club is The Howitt Park Bowls Club Incorporated.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

- (a) Act means the Associations Incorporation Reform Act 2012 (VIC).
- (b) Board means the body managing the Club and consisting of the Directors.
- (c) Constitution means the Rules and Statement of Purposes, known as the Constitution, of the Club.
- (d) Director means a member of the Board.
- (e) Financial Year means a period of 12 months commencing on 1 April and ending on 31 March each year.
- (f) General Meeting means the annual or any special general meeting of the Club.
- (g) Incapacitated means unable to fulfil duties as required by this Constitution or the Act, including being able to understand the information relevant to the decisions that will have to be made in the role of Director, retain that information to the extent necessary to make those decisions, use or weigh that information as part of the decision making process; or communicate the decisions in some way.
- (h) Intellectual Property means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club.
- (i) Member means a Member of the Club for the time being under clause 5.
- (j) Register means a register of Members kept and maintained in accordance with clause 7.
- (k) Regulations means any rules, by-laws or regulations made by the Board under clause 33.
- (l) Special Resolution means a Special Resolution as defined in the Act.
- (m) Sport means the sport of Bowls.

2.2 Interpretation

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 transmission.

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 Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. The model constitution under the Act is expressly displaced by this Constitution.

3 PURPOSES OF THE CLUB:

The Purposes of the Club are to:

- (a) Provide facilities for the playing of bowls, and associated activities, that are as good as practicable;
- (b) Support organisations organising and regulating the sport of Bowls in East Gippsland;

- (c) Enter sides in local Pennant competitions, and do as well as possible in these competitions.
- (d) Encourage members of the public to learn to play bowls, and recruit and retain them as members.
- (e) Encourage Members to enter bowls competitions and play in organised games, both at the Club and other clubs.
- (f) Support other bowls clubs, particularly in Gippsland.
- (g) Provide a community centre and support network for Members
- (h) Keep costs to Members as low as practicable, after providing for a cash reserve sufficient to provide for any likely emergency, and for expenditure on appropriate improvements to the club facilities.
- (i) Protect the Intellectual Property of the Club

4 POWERS OF THE CLUB

Solely for furthering the Purposes, the Club has, in addition to the rights, powers and privileges conferred on it under section 19 of the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act 2001 (Cth).

5 MEMBERS

5.1 Categories of Member

The Membership of the Club shall consist of:

- (a) Life Members, who have the right to receive notice of General Meetings, and to be present, debate and to vote at general meetings, to play in organised bowls games at the Club and to use the greens for practice and games not organised by the Club
- (b) Full Members, who have the right to receive notice of General Meetings, to be present, debate and to vote at general meetings, to play in organised bowls games at the Club and to use the greens for practice and games not organised by the Club.
- (c) Honorary Members, who are members of another bowls club who come to the Club to play bowls. They are members for the day they are present, and do not have the right to receive notice of General Meetings, or to be present, debate and to vote at general meetings
- (d) Junior Members, who are Members under the age of 16 years who have the right to play in organised bowls games at the Club and to use the greens for practice and games not organised by the Club but do not have the right to receive notice of General Meetings, or to be present, debate and to vote at general meetings. and
- (e) Social Members, who are Members who have the right to play in organised bowls games at the Club except Club Championships and Pennant, have the right to use the greens for

practice and play in games not organised by the Club, but do not have the right to receive notice of General Meetings, or to be present, debate and to vote at general meetings.

5.2 Life Members

- (a) Any natural person who has been a Full Member for at least 10 continuous years, and who has been agreed unanimously by the Board to be a person who has rendered distinguished service to the Club can be nominated by the Board to a General Meeting to be a Life Member.
- (b) A resolution of a General Meeting to confer life membership must be a Special Resolution.

5.3 Change of Membership Status

- (a) A Junior member on reaching the age of 16 can transfer to a Full membership by paying the additional subscription.
- (b) A Social member can transfer to Full membership by paying the additional subscription.

6 MEMBERSHIP APPLICATION

6.1 Application for Membership

An application for membership must be:

- (a) from the applicant, in writing on the form prescribed from time to time by the Board, and lodged with the Club; and
- (b) accompanied by the appropriate fee (if any).

By applying an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations and policies of the Club including but not only, this Constitution.

6.2 Discretion to Accept or Reject Application

- (a) The Board, may acting in the best interests of the Club and in good faith, accept or reject an application whether the applicant has complied with the requirements or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Board accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club. No reasons for rejection need be given.
- (d) There is no right of appeal where the Board rejects an application for membership

6.3 Deemed Membership

- (a) All persons who were, prior to the approval of this Constitution, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) They shall be deemed to have applied for Membership under this Constitution.

7 REGISTER OF MEMBERS

7.1 Club to Keep Register

- (a) The Club shall keep and maintain a Register in which shall be entered (as a minimum) for each Member:
 - i. the full name and address of the Member;
 - ii. the category of membership of the Member;
 - iii. the date on which the Member became a Member;
 - iv. any other information determined by the Board; and
 - v. where applicable, the date of cessation of membership.
- (a) Members shall provide notice of any change and required details to the Club within one month of such change.

7.2 Inspection of Register

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 28.2**. If permitted, only an extract of the Register, excluding the address or other direct contact details of any Member, shall be made available for inspection (but not copying) by Members.

7.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used by the Club solely to further the Purposes as the Board considers appropriate.

8 EFFECT OF MEMBERSHIP

In applying for Membership of the Club, applicants 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 Purposes of the Club;
- (e) neither membership of the Club nor this Constitution gives rise to any proprietary right of Members in, to or over the Club or its property or assets
- (f) they are entitled to all benefits, advantages, privileges and services of Club membership; and
- (g) a right, privilege or obligation of a person by reason of their membership of the Club is not capable of being transferred or transmitted to another person; and terminates upon the cessation of membership whether by death, resignation or otherwise.

9 DISCONTINUENCE OF MEMBERSHIP

9.1 Notice of Resignation

A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of such withdrawal or resignation.

When the Club receives a notice given under clause 9.1, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

9.2 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

9.3 Membership may be Reinstated

Membership which has been discontinued under **clause** 9.1 may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

9.4 Refund of Membership Fees

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

10 DISCIPLINE

10.1 Board Resolution

Subject to this Constitution, the Board may by resolution,

- (a) expel a Member from the Club; or

- (b) suspend a Member from the Club or accessing certain privileges of membership for a certain period: or
- (c) fine a Member; or
- (d) impose such other penalty, scyion or educative process as it sees fit.

10.2 Basis or Board Resolution.

The Board may take any action under Rule 10.1 if the Board considers that the member has;

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution or the By-laws.
- (b) scted in a manner unbecoming of a Member or prejudicial to purposes or interests of the Club, or another Member; or
- (c) brought the Club bowls or another Member into disrepute.

Such grounds do not constitute a grievance, and Rule 27 does not apply.

10.3 Notice of alleged breach

Where a Board considers that a Member may have satisfied one or more of the grounds in Rule 10.2, the Board shall, as soon as practicable, serve on the Member a notice in writing;

- (a) setting out the alleged breach by the Member and the grounds on which itis based;
- (b) stating that the Member may address the Board at a meeting to be held at a meeting not earlier than fourteen days after service of the notice;
- (c) stating the date, time and place of that meeting;
- (d) informing the Member that they may do one or more of the following;
 - i. attend the meeting;
 - ii. give the Club prior to or at that meeting a written statement regarding the alleged breach.

10.4 Determination of Board

- (a) At a meeting of the Board held in accordance with Rule 10.3, the Board shall
 - i. give the Member every opportunity to be heard; and
 - ii. give due consideration to any written statement submitted by the Member; and
 - iii. by resolution determine whether the alleged breach occurred.

- (b) If the Board determines that there was a breach of 10.2, it will determine what penalty (if any) shall be given to the Member.

10.5 Appeal to General Meeting

- (a) Where the Board makes a determination under Rule 10.4, the Member may appeal any part of that determination by providing the Secretary with a notice stating that they wish to appeal the determination of the Club to a General Meeting. Such notice must be provided within seven days of the Member receiving the determination of the Board.
- (b) Where the Secretary receives a notice under Rule 10.5(a), the Board shall convene a General Meeting to be held within 21 days (or longer period if the Board requires) of the date on which the Secretary received the notice.
- (c) At a General Meeting of the Club convened under 10.5(b),
- i. no business other than the question of the appeal shall be transacted;
 - ii. the Board may place before the meeting details of the grounds for its determination, and the reasons for the passing of the determination;
 - iii. the Member shall be given an opportunity to be heard;
 - iv. the members present shall vote by secret ballot on the question whether the Resolution should be confirmed or revoked.
- (d) If at the General Meeting;
- i.
 - ii. two thirds of the Members present and entitled to vote do vote against the confirmation of the Board's determination, that determination is revoked, and
 - iii. in any other case the determination is confirmed.

11 SUBSCRIPTIONS AND FEES

- (a) The annual membership subscription and any other fees or levies payable by Members or categories of Members to the Club shall be determined by each Annual General Meeting. It is due and payable when set, and covers the period until the next annual general meeting
- (b) If any Member (other than a Life Member) fails to pay the annual subscription within four (4) months his membership shall henceforth cease but should a sufficient explanation be made to the Board it shall have the power to restore his name to the register upon payment of the amount due.
- (c) Life Members are not required to pay an annual membership subscription.

12 EXISTING DIRECTORS

The Members of the Board of Management of the Club in office immediately prior to approval of this Constitution under the Act 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.

13 POWERS OF THE BOARD

Subject to the Act 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 Purposes and shall operate for the benefit of the Members and the Sport and community throughout the local area.

14 COMPOSITION OF THE BOARD

16.1 Composition of the Board

The Board shall comprise of:

- (a) the President who must be a Full or Life Member elected by the Members, except if appointed following a casual vacancy,
- (b) the Vice President who must be a Full or Life Member elected by the Members, except if appointed following a casual vacancy,
- (c) the Secretary who must be a Full or Life Member elected by the Members, except if appointed following a casual vacancy.
- (d) the Treasurer who must be a Full or Life Member elected by the Members, except if appointed following a casual vacancy,
- (e) five (5) directors who must all be Full or Life Members elected by the Members, except if appointed following a casual vacancy,
- (f) Up to two (2) appointed Directors who do not have to be Members who may be appointed by the Directors.

15 ELECTED DIRECTORS

15.1 Nomination for Board

Nominations for elected Director positions shall be called for at an appropriate time determined by the Board prior to the annual general meeting.

15.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form provided for that purpose;
- (c) proposed and seconded by two (2) Full or Life Members;
- (d) certified by the nominee (who must be a Full or Life Member) expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the Secretary by the date specified in the call for nominations.

16 ELECTIONS

- (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 may be declared elected.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, the unfilled positions will be deemed casual vacancies.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Board.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.

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 Circumstances in which a casual vacancy can occur.

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) in the case of other than an appointed Director, ceases to be a Full Member.
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) resigns their office by notice in writing given to the Club:

- (d) is subject to any sanction of the Board, under Rule 10.
- (e) after reasonable consideration by the Board, is determined by the Board to have become Incapacitated and the Board reasonably expects the Director will remain Incapacitated for a period exceeding 3 months, provided always that:
 - i. the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made; and
 - ii. any determination made under this clause 17.2 shall be made with the Directors acting reasonably; or
- (f) is absent without the consent of the Board from all meetings of the Board held during a period of six (6) months;
- (g) holds any office of employment with the Club without the approval of the Board;
- (h) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (i) in the reasonable opinion of the Board (but subject always to this Constitution) has:
 - i. acted in a manner unbecoming or prejudicial to the purposes and interests of the Club;
 - ii. brought themselves or the Club into disrepute;
- (j) is removed by Special Resolution at a General Meeting; or
- (k) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth.).

17.3 Board May Act

If a casual vacancy or vacancies arises in the office of a Director or Directors, the remaining Directors may act. If the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board however, they may act only for the purpose of increasing the number of Directors 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 Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit.

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 (1) vote on any question. Where voting is equal, the motion will be lost.

18.3 Resolution not in meeting.

- (a) A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by a majority of the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors and/or by a number of e-mails.
- (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;
- (c) If a failure in communications prevents clause 18.3(a)(b) 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 clause to be held, then the meeting shall be suspended until clause 18.3(a)i is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned;
- (d) 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 chair 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 five (5). A quorum must remain present throughout the meeting.

18.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

18.6 Chair

The President shall chair Board meetings. If the President is not present, or unable or unwilling to preside at the Board meeting, the remaining Directors shall appoint another Director to preside at that meeting only.

18.7 Conflict of Interest

- (a) A Director shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise.
- (b) 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.
- (c) If the Director casts a vote, the vote shall not be counted.
- (d) If there is 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 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.
- (b) In any other case, the interest should be disclosed to the Board at the next meeting of the Board.
- (c) 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 interest has arisen.
- (d) All disclosed interests must also be disclosed to each annual General Meeting.

18.9 General Disclosure

A general notice stating that a Director is a member of any specified firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.8**. After such 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 under **clauses 18.7, 18.8** and/or **18.9** must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

19 DELEGATIONS

19.1 Board May Delegate Functions

The Board may, by instrument in writing, or in By-Laws, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Board will determine by instrument in writing or in By-Laws, what powers these committees are given.

19.2 Delegation by Instrument

In the establishing instrument or By-Law, 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 by the Act, any other law or this Constitution.

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 entity exercising delegated powers shall make decisions in accordance with the Purposes, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Board from time to time.

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 or By Law..

19.6 Revocation of Delegation

The Board may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Board may also amend or repeal any decision made by a body or person under this **clause**.

20 ANNUAL GENERAL MEETING

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

21 SPECIAL GENERAL MEETINGS

21.1 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 (15) months elapses between annual General Meetings, the Board shall convene a special General Meeting before the expiration of that period.

21.2 Requisition of Special General Meetings

- (a) The secretary will convene a special General Meeting when at least twenty five per cent (25%) of Members entitled to vote 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 (1) or more of the Members making the requisition.
- (c) If the Board does not cause a special General Meeting to be held one (1) 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 (3) 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.

22 NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Life Member and Full Member. Notices shall be sent to the addresses appearing in the Club's Register. The Directors shall also be entitled to receive notice of every General Meeting. 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 (21) 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.

23 BUSINESS

- (a) The business to be transacted at the annual General Meeting includes the consideration of accounts and the reports of the Board and if required, the report of the person appointed to review the accounts under Section 93 of the Act, the election of Directors, and the setting of Annual Subscriptions for the coming year.

- (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 (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.

24 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 (30) days (excluding receiving date and meeting date) prior to the General Meeting.

25 PROCEEDINGS AT GENERAL MEETINGS

25.1 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 20% of Members entitled to vote.

25.2 President to chair meeting

The President 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 chair is a nominee; or
- (b) where a conflict of interest exists.

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

25.3 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 chair. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chair may, 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 (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in this Rule, it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

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

25.5 Recording of Determinations

Unless a poll is demanded under **clause 25.4**, the chair'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 Minutes.

25.6 Where Poll Demanded

If a poll is duly demanded under **clause 25.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting.

25.7 Procedural irregularities

- (a) No decision of the Club, the Board or any Board authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.
- (b) The Club, the Board or other Board authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

26 VOTING AT GENERAL MEETINGS

26.1 Members Entitled to Vote

Each Full or Life Member shall be entitled to one (1) 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**.

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6.2 When voting is equal

Where voting for and against a motion at General Meetings is equal, the motion will be lost.

26.3 Proxy Voting

Proxy voting is not permitted at any General Meeting.

26.4 Postal or Electronic Voting

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

27 GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes arising under this Constitution between a Member and another Member, or the Club.
- (b) It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in clause 10.
- (c) 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.
- (d) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may refer the dispute to any independent tribunal.
- (e) The Board may prescribe additional grievance procedures in Regulations consistent with this clause.
- (f) If the dispute is not resolved the Board may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Club and the Members concerned.

28 RECORDS AND ACCOUNTS

28.1 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.

28.2 Records Kept in Accordance with the Act

Proper accounting and other records of the Club including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the secretary.

Subject to the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Club will be open for inspection by the Members.

28.3 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 Act.

28.4 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 (3) months after such approval or adoption.

28.5 Accounts to be available to Members

The Secretary shall ensure all persons entitled to receive notice of General Meetings under this Constitution, receive or have access to a copy of the statements of account, the Board's report, and every other document required under the Act (if any).

28.6 Negotiable Instruments

All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised directors or in such other manner as the Board determines.

29 INCOME

- (a) Income and property of the Association shall be derived from such sources; and managed in such manner as the Board determines from time to time subject always to the Act and this Constitution.
- (b) The income and property of the Club shall be applied solely towards the promotion of the Purposes.
- (c) Except as prescribed in this Constitution or the Act, 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 or Director; and 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.
- (d) Nothing in clauses (a) or (c) shall prevent payment in good faith to any Member;
 - i. for any services actually rendered to the Club whether as an employee, director or otherwise;
 - ii. for goods supplied to the Club in the ordinary and usual course of operation;
 - iii. interest on money borrowed from any Member;
 - iv. rent for premises demised or let by any Member to the Club; or
 - v. any out-of-pocket expenses incurred by a Member on behalf of the Club
- (e) provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

30 WINDING UP

- (a) Subject to this Constitution the Club may be wound up or cancelled in accordance with the Act.
- (b) The liability of the Members of the Club is limited.
- (c) Every Individual Member undertakes to contribute to the assets of the Club if it is wound up or cancelled while they are 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 or cancelling the registration of the Club, such an amount not exceeding one dollar (\$1.00).

31 DISTRIBUTION OF PROPERTY ON WINDING UP

- (a) If upon winding up or cancellation 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;
 - i. has objects similar to those of the Club, and
 - ii. has Rules prohibiting 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.
- (b) Such organisation(s) will be determined by the Members in a General Meeting at or before the time of winding up or cancellation.
- (c) If this does not occur, the decision is to be made by a judge of a Court that may have or acquire jurisdiction in the matter.

32 ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

33 REGULATIONS

- (a) Subject to the Law and this Constitution, the Board may make Regulations as By-Laws.
- (b) The By-laws are binding on all Members.

34 NOTICES

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or electronic mail to the Member's registered address 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 electronic mail service of the notice shall be deemed to be effected the next business day after it was sent or posted.

35 INDEMNITY

- (a) Every Director, employee of the Club and Member doing voluntary work for 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 or volunteer 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, employees and Members doing voluntary work for the Club against all damages and losses (including legal costs) for which any such Director, employee or Member may be or becomes liable to any third party in consequence of any act or omission, except wilful misconduct in the case of:
 - i. a Director, performed or made while acting on behalf of and with the authority, express or implied, of the Club; or
 - ii. an employee, performed or made in the course of, and within the scope of, their employment by the Club; or
 - iii. a Member doing voluntary work for the Club.