



Club Constitution

Date Adopted: 28 September 2008.

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A company limited by guarantee

Constitution of Caloundra Power Boat Club Limited

1 General

1.1 Name of Company

The name of the Company is Caloundra Power Boat Club Limited.

1.2 Replaceable Rules

The Replaceable Rules do not apply to the Company.

2 Definitions and interpretation

In this document:

Term	Definition
ASIC	means the Australian Securities and Investments Commission.
Appeal Fee	means the amount determined by the Members in General Meeting being not greater than \$77 (and as at the date of adoption of this Constitution, is fixed at \$33).
Association	includes an association (incorporated or not), company or organisation (however called).
Board	means the Directors for the time being of the Company.
Business Day	means a day on which banks (as that term is defined in the <i>Banking Act 1959</i>) are open for business in the Sunshine Coast Regional Council area.
Chairman	includes an acting chairman under rule 9.5.
Committee	means a committee to which powers have been delegated by the Board pursuant to rule 15.7.
Company	means Caloundra Power Boat Club Limited.
Constitution	means the Constitution of the Company, as amended from time to time.
Director	means a person appointed or elected to the office of Director of the Company in accordance with these rules and includes any alternate Director duly appointed as a Member of the Board.
Director qualifications	means the qualifications set out in clause 11.5.
Executive	means those officers described in rule 11.1(b).
Facilities	means the Premises and other property occupied by the Company and the assets of the Company utilised for the purposes of delivering services to the Members.
Law	means the <i>Corporations Act 2001</i> and regulations pursuant to

Term	Definition
	that legislation.
Member	means any person who becomes a Member in accordance with the Law and this Constitution.
Members present	means Members present at a general meeting of the Company in person or, if applicable, by duly appointed representative, proxy or attorney.
Notice Board	a display area maintained in some public place upon the Premises for the purpose of giving notice to the Members.
Office person	means the registered office of the Company. and words importing persons include partnerships, associations and corporations unincorporated and incorporated by ordinance, act of parliament or registration as well as individuals.
Premises	means the Premises occupied by the Company for the purposes of delivering services to the Members.
Register	means the register of Members of the Company established pursuant to the Law.
Registered address	means the address of a Member specified in the Register (which is to be the address of which the Member notifies the Company as a place at which the Member will accept service of notices).
Replaceable Rules	means all or any of the replaceable rules contained in the Law from time to time and includes any replaceable rule that was or may become, a provision of the Law.
rules	means the rules of this Constitution as altered or added to from time to time.
Seal	means the common seal of the Company.
Secretary	means a person appointed as Secretary of the Company and includes any person appointed to perform the duties of Secretary.
Voting Members	are those Members with the right to vote, in accordance with rule 5.5.
writing	'writing' and 'written' includes printing, typing, lithography and other modes of reproducing words in a visible form.

2.1 Interpretation

- (a) Words and phrases which are given a special meaning by the Law have the same meaning in these rules, unless the contrary intention appears.
- (b) Words in the singular include the plural and vice versa.
- (c) Words importing a gender include each other gender.
- (d) A reference to the Law or any other statute or regulations is to be read as though the words as modified or substituted from time to time were added to the reference.
- (e) The headings and sidenotes do not affect the construction of these rules.

- (f) An expression used in a particular Part, Division, Schedule or regulation of the Law that is given by that Part, Division, Schedule or regulation a special meaning for the purpose of that Part, Division Schedule or regulation has, in any of these rules that deals with a matter dealt with by that Part, Division, Schedule or regulation, unless the contrary intention appears, the same meaning as in that Part, Division, Schedule or regulation.

3 Objects and powers

3.1 Objects of Company

The objects for which the Company is established include:

- (a) to encourage and provide sporting recreation and social activities and facilities for the benefit of Members;
- (b) to foster friendship and goodwill among Members;
- (c) to develop and foster relations with other kindred associations;
- (d) to make donations to patriotic, charitable and community purposes; and
- (e) to do all such other things as may be deemed incidental or conducive to the attainment of the objects of the Company or any of them.

3.2 Separate objects

Each of the above objects constitutes a separate object of the Company, and will not be construed by reference to any other such object.

3.3 Powers of the Company

The Company has all the powers of an individual and a body corporate, subject to rule 3.4.

3.4 No power to issue shares

The Company has no power to issue or allot shares.

4 Non-profit nature of the company

4.1 Non-profit

- (a) The income, property, profits and financial surplus of the Company must be applied solely towards the promotion of the objects of the Company as set out in this Constitution.
- (b) The Company is a non-profit organisation and will not carry on business for the purpose of profit or gain to its individual Members and no portion of its income, property, profits and financial surplus may be paid, distributed to or transferred, directly or indirectly, by way of dividend, property, bonus or otherwise by way of profit, to the Members, (or including to any Member of the Board), or their relatives, except as provided by this Constitution.
- (c) Nothing will prevent the payment in good faith, in return for any goods or services rendered to the Company, or prevent the payment of interest on money lent at a rate not exceeding the rate for the time being charged by the Company's principal banker for

overdrawn accounts or reasonable rent for Premises let from any Member to the Company.

- (d) No Member of the Board will hold any salaried office of the Company.
- (e) No remuneration or other benefit in money or moneys worth will be given by the Company to any Member of the Board for the holding of a position on the Board except repayment of out-of-pocket expenses.

4.2 No distribution of profits to Members on winding-up

Where property remains after the winding-up or dissolution of the Company and satisfaction of all its debts and liabilities, it may not be paid to or distributed among the Members but must be given to or transferred to another association having objects similar to the objects of the Company, and whose Constitution prohibits the distribution of its income and property among its Members to an extent at least as great as is imposed on the Company under or by virtue of this Constitution, which association is to be determined by resolution of the Members at or before the time of the dissolution.

4.3 Limited liability on winding-up

Each Member undertakes to contribute to the assets of the Company in the event of its being wound-up while he is a Member or within one year after he ceases to be a Member for the payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs charges and expenses of winding-up and for adjustment of the rights of the contributors among themselves, such amount as may be required, not exceeding \$20.

5 Membership

5.1 Types of Membership

Until otherwise determined by the Members in general meeting, there will be the following classes of Members:

- (a) Ordinary Members;
- (b) Honorary Life Members; and
- (c) Life Members.

A person under the age of 18 years will not be admitted to Membership.

5.2 Ordinary Members

- (a) The Board may admit to Ordinary Membership of the Company any individual person who has attained the age of 18.
- (b) The Board may not consider with any application for Ordinary Membership unless the fees payable in respect of the application have been received by the Company.

5.3 Honorary life Members

- (a) The Board will have power in consideration of special services rendered to the Company by a Member to nominate the Member as an Honorary Life Member. Nominations (not exceeding two in any one year) will be submitted to the next Annual General Meeting of

Members and if confirmed, the nominee will become an Honorary Life Member and be entitled to all the rights of an Ordinary Member without payment of any further membership subscriptions.

5.4 Life Members

- (a) Members who have paid a Life Membership subscription will be admitted as Life Members.
- (b) A Life Member is entitled for life, unless he or she ceases to be a Member (for any reason), to all the privileges of Ordinary Membership without the payment of any further subscriptions.

5.5 Voting rights of Members

- (a) Each Member who has an address recorded in the Register of Members which is within the postcode area of 4551 as designated by Australia Post or its successor, and who does not owe money to the Company, has the right to one vote whether on a show of hands, on a poll or otherwise.
- (b) Each Member who has an address recorded in the Register of Members which is outside the postcode area of 4551 can elect each year whether to be a voting or non voting Member of the Company. Those that elect to be a voting Member of the Company, and who do not owe money to the Company, will have the right to one vote whether on a show of hands, on a poll or otherwise.

5.6 Number

- (a) The Board may set or limit the number of Members or Members of any particular class and may refuse to grant admission as a Member of that class to a applicant where the number of Members of that class is equal to or exceeds that limit.

5.7 Application

- (a) Each application for membership will be considered in the order in which it is received and be determined by the Board after more than fourteen days after the date of its receipt.
- (b) No Member will be admitted as a Member unless that person makes written application for Membership, in such form as the Board determines, and the application is approved at a meeting of the Board.
- (c) Each application for membership will be delivered to the Secretary and will be accompanied by the membership subscription fee payable and any other fee the Board determines.
- (d) If an applicant for any class of Membership receives a majority vote of the Members of the Board, present at the meeting at which such application is considered, that applicant will be elected to that class of Membership.
- (e) If an application for Membership is rejected, all money paid by the applicant will be refunded.
- (f) Upon acceptance or rejection of an application for any class of Membership, the Secretary will, as soon as possible, give the applicant notice in writing of such acceptance or rejection.

- (g) Where an application for Membership has been previously rejected, the Secretary will not refer another application from that person to the Board for consideration for a period of at least six months after the date of the original application.

5.8 Removal from Membership

- (a) A person will cease to be a Member:
 - (i) upon his resignation;
 - (ii) upon his death;
 - (iii) upon his expulsion as a Member; or
 - (iv) upon the termination of his Membership for the non payment of membership subscription fees or other money owing as a Member.
- (b) A Member may resign from the Company at any time by giving notice in writing to the Secretary but the Member remains liable to pay all amounts owing to the Company.
- (c) Such resignation will take effect at the time such notice is received by the Secretary unless a later date is specified in the notice, in which case it will take effect on that date.
- (d) A Member may be reprimanded, suspended for a period not exceeding 12 months, or expelled from the Company by decision of the Board in any of the following circumstances:
 - (i) the Member ceases to satisfy the eligibility requirements for Membership;
 - (ii) the Member has failed to discharge the Member's obligations to the Company, whether under this Constitution or other contract;
 - (iii) the Member has not paid Membership fees, levies or other monies to the Company within one month after the due date;
 - (iv) the Member acts detrimentally to the interests of the Company;
 - (v) the Member acts in a way that has prevented or hindered the Company in carrying out its objects or any of them;
 - (vi) the Member brings the Company into disrepute;
 - (vii) in the opinion of the Board, the Member's conduct or actions have caused, or are likely to cause, harm or damage to the Company's reputation or goodwill, or impede or interfere with the attainment of the objects or performance of any of the functions of the Company or the use and enjoyment of the Facilities by its Members;
 - (viii) wilfully refuse or fail to comply with the provisions of this Constitution, the Company's rules, regulations or by-laws, or any lawful direction of the Board or other authorised person; or
 - (ix) conduct himself in any way which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Company.

- (e) The Board may only and will consider and determine whether a Member has contravened paragraph (a), upon the written complaint of some person whether a Director, other Member or a non-Member.
- (f) The Board will not investigate or make a determination in relation to an anonymous complaint.
- (g) A Member will not be suspended or expelled pursuant to this paragraph (a) unless at least seven clear days before the meeting of the Board, at which the question of his suspension or expulsion is to be determined, the Member is given notice of:
 - (i) the nature of the complaint against him;
 - (ii) the time and date of the Board meeting at which this matter is to be determined;
 - (iii) advice that he may deliver such written submissions before that date and/or attend that meeting to make any oral submissions that he may wish in relation to the complaint against him; and
 - (iv) the fact that at the meeting, he is given a reasonable opportunity to make those submissions before the matter is determined by the Board.
- (h) If the President (or other person authorised by a by-law) is of the opinion that a Member has contravened paragraph (a), he may temporarily suspend that Member for a period not exceeding 30 days until the issue is determined by the Board.
- (i) In determining whether a Member is guilty of conduct prohibited by paragraph (a), the Board may inform itself as to the circumstances in any way that it sees fit.
- (j) A Member will have a right of appeal to the Members at a Annual General Meeting against a decision of the Board which suspends or terminates a Member. Any appeal must be in writing and lodged with the Secretary within 30 days of the appellant receiving written notice of the decision against which the appeal is being made and must be accompanied by the payment of the Appeal Fee.
- (k) No action will lie at the suit of any Member against any other Member or other person in relation to the publication of any defamatory matter in the course of the investigation or determination of a matter by the Board pursuant to this clause.
- (l) In making its determination as to whether a Member should be expelled, or the period, if any, for which his Membership should be suspended, the Board may take into account the terms of any previous suspension of Membership imposed upon that Member.

5.9 Conduct of Members

- (a) For the purposes of paragraph 5.8(d)(ix) conduct which is unbecoming of a Member or prejudicial to the interests of the Company will include but not be restricted to:
 - (i) being under the influence of liquor on or adjacent to the Premises, so as to cause a nuisance or disruption to others.
 - (ii) bringing liquor onto the Premises.
 - (iii) using objectionable or obscene language on or adjacent to the Premises.
 - (iv) causing damage to the Premises or the Facilities in its care.

- (v) removing the Facilities without proper authority.
- (vi) being on the Premises at unauthorised times.
- (vii) failing to produce Membership identification upon request by any person in authority at the time.
- (viii) giving his Membership card to any other person whether a Member or not.
- (ix) allowing any person to purchase liquor or goods on the production of his Membership card.
- (x) failing to produce proof of age.
- (xi) illegally gambling on the Premises.
- (xii) unlawfully taking liquor from the Premises.
- (xiii) selling or supplying intoxicating liquor to any person under the age of eighteen years of age.
- (xiv) behaving in any obscene or offensive manner.
- (xv) harassing any Member, guest or employee of the Company.
- (xvi) causing offence to any Member or other person in an manner prejudicial to the good order or name of the Company.
- (xvii) knowingly introducing into the activities of the Company any person who has been expelled, is under suspension or has been refused Membership or admission to the Company.
- (xviii) supplying any intoxicating liquor to any Member or other person who has been refused intoxicating liquor by any person in authority because of their behaviour or state of sobriety.
- (xix) operating a poker machine by use of any device, mechanical or otherwise, other than lawful currency.
- (xx) using any coin or similar device other than legal tender.
- (xxi) using, supplying or dealing in any unlawful substance upon or adjacent to any Premises.
- (xxii) doing anything described in sub-paragraph (i) to (xxi) hereof whilst at the Premises of another association to which the Member has gained admission by using his Membership of the Company.
- (xxiii) obtaining Membership by some material omission or misrepresentation contained in his application for Membership.
- (xxiv) being convicted of any indictable offence.
- (xxv) failing to take reasonable steps to control the conduct of a guest introduced to the Premises by the Member.

- (xxvi) failing to comply with any provision in rule 5.10 relating to suspension of Membership rights and privileges.
- (b) Where the Membership of a Member has been suspended then during that period of suspension all rights and privileges as a Member (including voting rights) will be suspended and that Member:
 - (i) will not enter the Premises except upon the invitation of the President or other person authorised by the Board; and
 - (ii) will not participate in the activities of any interest group of the Company.
- (c) During a period of suspension, the Member will be required to pay the usual Membership fees as they become due.
- (d) A Member who is expelled will forfeit any Membership or other fees previously paid.

5.10 Suspension

The manager or employee of the Company authorised by the Board for this purpose may suspend the social privileges of a Member if he or she suspects on reasonable grounds that the Member is behaving or is likely to behave again in a manner which is disruptive to the use or enjoyment of the Premises by other Members. A Member's social privileges, suspended in those circumstances, remain suspended until the disciplinary processes of the Company, as determined by the Board, have been resolved.

6 Rights and obligations

6.1 Becoming a Member evidence of agreement to Constitution

The fact of a person being or becoming a Member is conclusive evidence that the person agrees to be bound by this Constitution and any rules, regulations or by laws which may be made under this Constitution.

6.2 Amount of fees and membership subscriptions payable

- (a) The annual membership subscription fees and any other fees determined by the Board, for the various classes of Membership and other levies and charges payable by Members are such amounts and are due at such times as the Board determines.
- (b) The Board will have power to determine a payment, which may be made by any Member to compound payment of membership subscription fees for a number of years.
- (c) Any person who has been a Member and who has resigned in accordance with the rules of the Company may, at the discretion of the Board, be re-admitted to Membership.
- (d) When a person joins the Company after 31 March in any year, the Board will have the power to reduce the first annual membership subscription by such amount as the Board in its discretion will decide.
- (e) Unless the Board otherwise determines, all annual membership subscriptions will become due and payable in advance on the first day of July in each year.

6.3 Specific liabilities on ceasing Membership

In addition to any continuing liability pursuant to other contracts or rule 4.3 of this Constitution, a Member, who ceases to be a Member, remains liable for all Membership fees, levies and other monies payable by the Member for the whole of the financial year in which the cessation of Membership takes place.

6.4 Variation of rights of Members

Whilst the Membership is divided into different classes, the rights attached to any class of Members may, whether or not the Company is being wound up, be varied by special resolution of Members.

6.5 Additional rules, by laws or regulations

The Board may at any time impose rules, by laws or regulations on Members (not inconsistent with the provisions of this Constitution) relating to their conduct or to the use of the Facilities and the Board may repeal, replace or amend any such rules, by laws or regulations.

7 Financial records

7.1 Keeping of financial records

- (a) The financial year of the Company commences on the first day of July and ends on 30 June in the following calendar year.
- (b) Proper books and financial records must be kept and maintained showing the financial affairs of the Company. The Company must ensure the relevant accounting and auditing requirements of the Law are duly complied with.
- (c) The Board must distribute to all Members, after the end of each financial year, copies of the financial report including a copy of the auditor's report and any other documentation, in the form required or permitted under the Law.
- (d) The Board must cause to be made out and laid before each annual general meeting a balance sheet, profit and loss statement and cash flow statement made up to the previous 30 June.

7.2 Banking of money

All money of the Company will be banked in the name of the Company in a bank account at such bank as the Board determines.

7.3 Appointment of auditor

The Company must appoint and retain a properly qualified auditor. A Member may not act as auditor of the Company.

7.4 Inspection of records of the Company

- (a) The Board may determine whether and to what extent, and at what time and place and under what conditions the financial records and other documents of the Company or any of them will be open to the inspection of Members other than the Board.

- (b) No Member other than a Director, or the Secretary has the right to inspect any document of the Company except as provided by Law or as authorised by the Board but written requests for inspection may not be unreasonably refused by the Board.

7.5 Finance committee

The Board will establish and delegate to a Finance Committee such powers and responsibilities as it sees fit for the proper supervision and management of the financial affairs of the Company.

8 General meetings

8.1 General meetings

- (a) An Annual General Meeting of the Company will be held in accordance with the Law and will be convened within five months of the end of each financial year.
- (b) The Board must call a general meeting on the written request of at least 10% of the Voting Members and the following provisions apply in the case of such a request:
 - (i) the written request must state the objects of the meeting and must be signed by the required number of Voting Members;
 - (ii) the written request may consist of several similar documents (such as a petition) but the objects of the meeting on the different signed documents must be substantially the same;
 - (iii) if the Board fails to call a meeting within 21 days from the date of receipt of the written request, the Members who made the request (or any of them) may call the requested general meeting which must be held within three months of the date the Company received the written request; and
 - (iv) any meeting called by the Voting Members must be called in as similar as possible a manner to those meetings called by the Board.
- (c) Except as permitted by the Law and rule 8.1(b), the Members may not convene a general meeting of the Company.
- (d) By resolution of the Board, any general meeting (other than a general meeting which has been requisitioned or called by Members in accordance with the Law) may be cancelled or postponed prior to the date on which it is to be held.
- (e) The Chair of a general meeting may refuse admission to, or require to leave and remain out of, the meeting any person:
 - (i) in possession of a pictorial-recording or sound-recording device;
 - (ii) in possession of a placard or banner;
 - (iii) in possession of an object considered by the Chair of the meeting to be dangerous, offensive or liable to cause disruption to the meeting;
 - (iv) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession;

- (v) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (vi) who is not:
 - (A) a Member or a proxy, attorney or, if applicable, a representative of a Member;
 - (B) a Director; or
 - (C) the auditor of the Company.
- (f) A person, whether or not a Member, who is invited or requested by the Board or the Chair of the meeting to attend a general meeting, is entitled to be present at that general meeting for the purposes of the invitation or request.

8.2 Notice of general meeting

- (a) Not less than 21 days' notice of a general meeting must be given by the Board in the form and in the manner the Board thinks fit.
- (b) Notice of meetings will be given to the Members and to such other persons as are entitled under these rules or the Law to receive notice. The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to notice does not invalidate any resolution passed at that meeting.
- (c) If the meeting is to be held at two or more places, the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required by the Law to be stated in relation to the use of such technology.

9 Proceedings of meetings

9.1 Business of general meetings

- (a) An annual general meeting must be held in accordance with the Law.
- (b) The business of the Annual General Meeting will include:
 - (i) to receive and consider the President's Report;
 - (ii) to receive and consider the Financial Statements of the Company and the reports by the Directors and Auditors;
 - (iii) to receive nominations and to elect officers and other Directors in the place of those retiring; and
 - (iv) to appoint an auditor for the ensuing year if necessary.
- (c) All other business transacted at an annual general meeting and all business transacted at other general meetings is deemed to be special. Except with the approval of the Board, or pursuant to the Law, a person may not move at any meeting either:
 - (i) in regard to any special business of which notice has been given under rule 8.2, any resolution or any amendment of a resolution; or

- (ii) any other resolution which does not constitute part of special business of which notice has been given under rule 8.2.
- (d) The auditors and their representative are entitled to attend and be heard on any part of the business of a meeting which concerns the auditors. The auditors or their representative, if present at the meeting, may be questioned by the Members, as a whole, about the audit.

9.2 Quorum

- (a) No business will be transacted at any general meeting unless a quorum of voting Members are present at the time when the meeting proceeds to business.
- (b) A quorum will consist of 15 Voting Members present either in person or by proxy.
- (c) Subject to rule 9.3, no business may be transacted at any general meeting except the election of a Chair of the meeting and the adjournment of the meeting unless the requisite quorum is present at the commencement of the business.

9.3 Adjournment in absence of quorum

- (a) If a quorum is not present within half an hour from the time appointed for the meeting then:
 - (i) where the meeting was convened upon the requisition of Voting Members – the meeting will be dissolved; or
 - (ii) in any other case –
 - (A) the meeting stands adjourned to the same day in the next week at the same time and place; and
 - (B) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting;
 - (C) two Voting Members constitute a quorum; or
 - (D) where two Voting Members are not present – the meeting will be dissolved.

9.4 Chair of the meeting

- (a) The President is entitled to chair each general meeting.
- (b) If at any general meeting:
 - (i) the President is not present at the specified time for holding the meeting; or
 - (ii) the President is present but is unwilling to chair the meeting,the Vice President is entitled to take the chair at the meeting.
- (c) If at any general meeting:
 - (i) there is no President or Vice President;

- (ii) neither the President nor Vice President is present at the specified time for holding the meeting; or
- (iii) the President or Vice President is present but neither is willing to chair the meeting,

the Junior Vice President is entitled to take the chair at the meeting.

(d) If at any general meeting:

- (i) there is no President, Vice President or Junior Vice President; or
- (ii) the President, Vice President or Junior Vice President are present but none are willing to chair the meeting,

the Directors present may choose another Director to chair the meeting and if no Director is present or if each of the Directors present is unwilling to act as chair of the meeting, a Voting Member chosen by the Voting Members present is entitled to chair the meeting.

9.5 Acting chair of the meeting

If during any general meeting the chair of the meeting is unwilling to take the chair for any part of the proceedings, the chair of the meeting may withdraw from the chair during the relevant part of the proceedings and may nominate any person who immediately before the general meeting was a Director or who has been nominated for election as a Director at the meeting to be acting chair of the meeting during the relevant part of the proceedings. Upon the conclusion of the relevant part of the proceedings, the acting chair of the meeting is to withdraw and the chair of the meeting is to retake the chair.

9.6 General conduct of meeting

- (a) Except as provided by the Law, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are to be determined by the chair of the meeting.
- (b) The chair of the meeting may at any time the chair of the meeting considers it necessary or desirable for the proper and orderly conduct of the meeting demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Voting Members present.
- (c) The chair of the meeting may require the adoption of any procedure which is in the chair of the meeting's opinion necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll or otherwise.

9.7 Adjournment

- (a) The chair of the meeting may, with the consent of any meeting at which a quorum is present, and will if so directed by the meeting, at any time during the course of the meeting adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion and may adjourn any business, motion, question, resolution, debate or discussion either to a later time at the same meeting or to an adjourned meeting.

- (b) No business may 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 30 days or more, notice of the adjourned meeting will be given as in the case of an original meeting.
- (d) Except provided by paragraph (c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

9.8 Voting

- (a) Each question submitted to a general meeting is to be decided in the first instance by a show of hands of the Voting Members present. Subject to rule 9.8(b), in the case of an equality of votes, the chair of the meeting has, both on a show of hands and at a poll, a casting vote in addition to the vote or votes to which the chair of the meeting may be entitled as a Voting Member or as a proxy, attorney or, if applicable, a duly appointed representative of a Voting Member.
- (b) On a show of hands, where the chair of the meeting has two or more appointments that specify different ways to vote on a resolution, the chair of the meeting must not vote as a proxy but has a casting vote in the case of an equality of votes cast by Voting Members at the meeting.

9.9 Declaration of vote on a show of hands - when poll demanded

- (a) At any meeting, unless a poll is demanded, a declaration by the chair of the meeting that a resolution has been passed or lost, having regard to the majority required, and an entry to that effect in the book to be kept of the proceedings of the Company signed by the chair of the meeting of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution. A poll may be demanded:
 - (i) before a vote is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- (b) A poll may be demanded by:
 - (i) the chair of the meeting; or
 - (ii) at least three Voting Members present and entitled to vote on the resolution.

9.10 Taking a poll

If a poll is demanded as provided in rule 9.9, it is to be taken in the manner and at the time and place as the chair of the meeting directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. In the case of any dispute as to the admission or rejection of a vote, the chair of the meeting's determination in respect of the dispute made in good faith is final.

9.11 Continuation of business

A demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

9.12 Special meetings

These rules as to general meetings apply to any meeting of any class of Members which may be held pursuant to these rules or the Law.

10 Votes of Members

10.1 Voting rights

- (a) If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his committee or trustee or such other person as properly has the management of his estate may exercise any rights of the Member in relation to a general meeting as if the committee, trustee or other person were the Member.
- (b) Subject to rule 10.1(c), where a person is entitled to vote in more than one capacity, that person is entitled only to one vote on a show of hands.
- (c) If the person appointed as proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands.
- (d) Only financial Voting Members of the Company will be entitled to vote at any general meeting.
- (e) Any Voting Member that is an employee of the Company will be suspended from being entitled to vote for the duration of their employment.
- (f) Any objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (g) Any such objection will be referred to the chair of the meeting, whose decision is final.
- (h) A vote not disallowed pursuant to such an objection is valid for all purposes.

10.2 Appointment of proxies

- (a) A Voting Member may appoint one proxy to vote at a general meeting.
- (b) A proxy must be a Voting Member of the Company.
- (c) A Voting Member may appoint a proxy for all or any stipulated meetings of the Company until the appointment is revoked and, unless the contrary is stated, the appointment is valid for any adjournment of a meeting or meetings to which it relates.

10.3 Form and execution of instrument of proxy

- (a) An instrument appointing a proxy is to be in writing in the form which the Board may prescribe to accept signed by the appointor (or the attorney of the appointor).
- (b) The instrument appointing a proxy (and the power of attorney, if any, under which it is signed or proof of the grant and currency of the power of attorney to the satisfaction of the Board) must be:
 - (i) deposited at the Office;

- (ii) faxed to the Office; or
- (iii) deposited, faxed or sent by electronic mail to any other place specified in the notice of meeting,

at least 48 hours (or a lesser period as the Board may determine and stipulate in the notice of meeting) before the time for holding the meeting or adjourned meeting or poll at which the person named in the instrument proposes to vote.

- (c) The instrument of proxy is deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the person giving the proxy.
- (d) Any duly signed proxy which is incomplete may be completed by the Secretary on authority from the Board and as permitted by the Law and the Board may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.

10.4 Validity of vote

- (a) A vote given in accordance with an instrument of proxy or power of attorney is valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument of proxy or power of attorney in respect of which the vote is given, provided no notice in writing of the death, unsoundness of mind or revocation has been received at the Office before the meeting or adjourned meeting.
- (b) A proxy is not revoked by the principal attending and taking part in the meeting, unless the principal actually votes at the meeting on the resolution for which the proxy is proposed to be used.

10.5 Board may issue forms of proxy

The Board may issue with any notice of general meeting of the Members or any class of Members forms of proxy for use by the Members. Each form is to make provision for the Member to write in the name of the person to be appointed as proxy and may provide that, if the Member does not write in a name, the proxy is to be a person named on the form. The form may include the names of any of the Directors or of any other person as a suggested proxy. The forms are to be worded so that a proxy may be directed to vote either for or against each or any of the resolutions to be proposed.

10.6 Attorneys of Members

Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all or certain specified meetings of the Company. Before the attorney is entitled to act under the power of attorney, the power of attorney or proof of the grant and currency of the power of attorney to the satisfaction of the Board must be produced for inspection at the Office or any other place the Board may determine together, in each case, with evidence of the due execution of the power of attorney as required by the Board. The attorney may be authorised to appoint a proxy for the Member granting the power of attorney.

11 The Board

11.1 Directors

- (a) The Board is to be composed of seven Directors including the Executive.
- (b) The Executive is to be composed of the following:
 - (i) President (who acts as Chairman of the Board);
 - (ii) Vice President (who acts as deputy Chairman of the Board); and
 - (iii) Junior Vice President.

11.2 Election of Directors

- (a) The Directors are elected each year at the annual general meeting of the Company and hold office until the following annual general meeting when each is eligible for re-election.
- (b) A retiring Board Member will be eligible for re-election or re-appointment as appropriate.
- (c) If a retiring President is not re-elected to that office, the retiring President may at the invitation of the President attend the first three Board meetings in an advisory capacity to the incoming President. The title of such retiring President will be 'Immediate Past President'.

11.3 Other election to fill vacancy

Directors may also be elected at any general meeting (for which notice of the election has been given in accordance with the Law) in order to fill a vacancy on the Board.

11.4 Process of election

An election of Directors will take place in the following manner:

- (a) All nominations for positions on the Board must be received in writing, by the Secretary at least seven days before the date of the Annual General Meeting.
- (b) Each nomination for the position on the Board, except for casual vacancies, must be in writing and be proposed and signed by one voting Member and contain the signature of the nominee indicating his consent to act.
- (c) In the event of there being insufficient candidates nominated for any position but only in that event, nominations for the vacancies may be made at the Annual General Meeting.
- (d) Each Voting Member present at the general meeting may vote for any number of such candidates not exceeding the number of vacancies.

11.5 Qualifications for Membership of the Board

Each Member of the Board will be a Director of the Company.

11.6 Casual vacancies

- (a) The Board may appoint a person who satisfies the Director qualifications as a Director to fill a casual vacancy on the Board.

- (b) Any person appointed as Director under this rule holds office until the next general meeting when an election will be held to fill the vacancy. Any person appointed under this rule is eligible for election at that general meeting.
- (c) The Voting Members in general meeting may by ordinary resolution elect a person who satisfies the Director qualifications as a Director.
- (d) However, the total number of Directors may not at any time exceed the number fixed in accordance with this Constitution.

12 Vacation of Office

12.1 Resignation

A Director may resign at any time from Membership of the Board by notice in writing delivered to the Secretary but such resignation only takes effect at the time when such notice is received by the Secretary unless some later date is specified in the notice when it will take effect on the later date.

12.2 Removal

- (a) A Director may be removed from office by special resolution of the Voting Members at a general meeting of the Company convened for that purpose. At that general meeting, the Director must be given the opportunity to fully present their case either orally or in writing or partly by either or both of these means.
- (b) By simple majority at the same meeting or any other meeting, the voting Members may appoint another person to the position of Director to serve instead of the removed Director.
- (c) The person so appointed will be subject to retirement at the same time as if he had become a Director on the same day as the Director in whose place he was appointed.

12.3 Disqualification

A Director ceases to be a Director:

- (a) upon a Director becoming insolvent under administration, suspending payment generally to creditors or compounding with or assigning the Director's estate for the benefit of creditors;
- (b) upon a Director becoming a person of unsound mind or a person who is a patient under laws relating to mental health or whose estate is administered under laws relating to mental health;
- (c) upon a Director being absent from three consecutive meetings of the Board without leave of absence from the Board where the Board has not, within 14 days of having been provided by the Secretary with a notice giving particulars of the absence, resolved that leave of absence be granted;
- (d) upon a Director resigning office under rule 12.1;
- (e) upon a Director being removed from office under rule 12.2 pursuant to the Law;
- (f) upon a Director failing to satisfy the Director qualifications; or

- (g) upon a Director being prohibited from being a Director by reason of the operation of law.

13 Executive

13.1 Appointment to office

- (a) At each annual general meeting, the Voting Members will elect:
 - (i) one to be the President;
 - (ii) one to be the Vice President; and
 - (iii) one to be Junior Vice President.
- (b) The Executive continue to hold office until the earlier of:
 - (i) the next annual general meeting when each is eligible for re-election;
 - (ii) their resignation from that office in accordance with rule 13.3;
 - (iii) their removal from that office in accordance with rule 13.2; and
 - (iv) their office as Director becomes vacant in accordance with this Constitution or they resign or are removed from that office.

13.2 Removal from Office

The Board may, by resolution, remove any Director from their Executive position but not as a Director.

13.3 Resignation

The holder of any Executive position may resign at any time from such office by notice in writing delivered to the Secretary but such resignation only takes effect at the time when such notice is received by the Secretary unless some later date is specified in the notice when it will take effect on and from that later date.

13.4 Duties of Executive

- (a) The duties of the President will be to:
 - (i) preside at all meetings of the Company or the Board at which he is present;
 - (ii) represent the Company in its contact with the public and other organisations and at all civic and ceremonial functions;
 - (iii) carry out such duties as may be given to him by this Constitution, a by-law or by delegation by the Board;
 - (iv) ensure the carrying out of the decisions of the Board and of Members made in general meeting; and
 - (v) identify to the Manager his duty in carrying out the decisions and policies of the Board and the by-laws of the Company.

- (b) The duty of the Vice President will be to assist the President in the discharge of his duties and in his absence officiate in his stead.
- (c) The duty of the Junior Vice President will be to assist the President and Vice President in the discharge of their duties and in their absence will officiate in their stead.
- (d) All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two of the President, Vice President or Junior Vice President, one Director and the Manager or in such other manner as the Board determines.

14 Alternate Directors

14.1 Director may appoint an alternate

- (a) Subject to these rules, each Director may appoint a person who satisfies the Director qualifications to act as their alternate in the place of that Director, whether for a stated period or until the happening of a specified event or whenever by absence or illness or otherwise the Director is unable to attend to their duties.
- (b) The Director must first seek and obtain the consent of the Board to the appointment of that person as an alternate, which consent is not to be unreasonably withheld or delayed.
- (c) The appointment is to be in writing in the form determined by the Board (if any) and signed by the Director and by the appointed alternate and delivered to the Office.
- (d) The appointment takes effect immediately upon receipt of the notice of appointment (referred to in paragraph (c) above) at the Office and the consent of the Board (referred to in paragraph (b) above).

14.2 Conditions of office of alternate

The following provisions apply to an alternate Director:

- (a) an alternate will be removed or suspended from office by written notice from the Director by whom the alternate was appointed being delivered to the Company;
- (b) the alternate is entitled to receive notice of meetings of the Board and to attend and vote at the meetings of the Board if the Director by whom the alternate was appointed is not present at the meeting;
- (c) the alternate is entitled to exercise all the powers (except the power to appoint an alternate) and perform all duties of a Director, in so far as the Director by whom the alternate was appointed had not exercised or performed them but may not exercise any power held by the Director holding an Executive position;
- (d) the office of the alternate is vacated upon the Director, by whom the alternate was appointed, ceasing to be a Director; and
- (e) the alternate is, while acting as a Director, responsible to the Company for the alternate's own acts and omission and is not, simply by virtue of the appointment, to be deemed to be the agent of the Director by whom the alternate was appointed.

15 Proceedings of the Board

15.1 Procedures relating to Board meetings

- (a) Subject to this Constitution the Members of the Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. The President or any two Members of the Board may at any time and the Secretary will on requisition of such person or persons, summon a meeting of the Board.
- (b) Until otherwise determined by the Board, the Board will meet together at least monthly.
- (c) The right to preside as Chairman at meetings of the Board will be determined in the same manner as is provided for general meetings of the Company.
- (d) Until otherwise determined by the Board, four Directors form a quorum. If there is no quorum at the meeting within half an hour of the appointment time for the meeting, that meeting will be re-called within seven days, and if there is again no quorum within half an hour of the appointment time for the meeting, the Members present will constitute quorum for the dispatch of business for which the meeting was called.
- (e) Notice is deemed to have been given to a Director, if notice is sent by mail, personal delivery, facsimile transmission or by electronic mail to the usual place of residence, fax number or electronic address of the Director (if any fax number or electronic address is notified to the Company) or at any other address given to the Secretary by the Director - refer rule 22.

15.2 Meetings by telephone or other means of communication

The Board may meet either in person or by telephone or by other means of communication consented to by all Directors subject to the right of a Director to withdraw their consent within a reasonable period before a meeting. All persons participating in the meeting must be able to hear and be heard by all other participants. A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting is at that place for the duration of the meeting.

15.3 Votes at meetings

Questions arising at any meeting of the Board are decided by a majority of votes. The Chairman of the meeting of the Board will, in addition to his deliberative vote, have a second or casting vote in the event of an equality of votes.

15.4 Chairman

If no Chairman is elected or if at any meeting the Chairman is not present within 15 minutes after the time specified for the commencement of the meeting (or, if being present, the relevant Directors refuse to act as Chairman), the Directors present may choose one of their number to be Chairman of the meeting.

15.5 Powers of meetings

A meeting of the Board (including any adjournment of a meeting) at which a quorum is present is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

15.6 Material personal interest

- (a) A Director who has a material personal interest in an issue to be considered at a meeting of the Board or any of its committees:
 - (i) must disclose the interest to the meeting; and
 - (ii) must not be present at or take part in the meeting while the issue is being considered or voted on.
- (b) If a Director does vote in contravention of paragraph (a) his vote will not be counted but the determination of the Board will not be invalidated.
- (c) A Director will not contravene paragraph (a) if his only interest in the matter is that of a Member of the Company or of any particular class of Membership.

15.7 Delegation of powers to a Committee

The Board may, subject to the constraints imposed by law, delegate any of its powers to a Committee consisting of one or more Directors or any other person as the Board thinks fit. Any Committee formed or person or persons appointed to the Committee must, in the exercise of the powers delegated, conform to any regulations that may be imposed by the Board. A delegate of the Board may be authorised to sub-delegate any of the powers for the time being vested in the delegate.

15.8 Proceedings of Committees

- (a) The meetings and proceedings of any Committee are to be governed by these rules for regulating the meetings and proceedings of the Board so far as they are applicable and are not superseded by any regulations made by the Board under rule 15.6.
- (b) A Committee in the exercise of the duties delegated or assigned to it will conform to any regulations, directions or instructions that may be imposed or given by the Board.
- (c) A Committee appointed by the Board will be under the control and direction of the Board and has no direct part or power in the management of the Company.

15.9 Validity of acts

- (a) All acts done at any meeting of the Board or by a Committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the Directors or the Committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been duly appointed and was qualified and continued to be a Director or a Member of the Committee (as the case may be).
- (b) If the number of Directors is reduced below the minimum number fixed pursuant to these rules for a quorum of the Board, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of calling a general meeting of the Company but for no other purpose.

15.10 Resolution in writing

- (a) A resolution in writing of which notice has been given to all Directors and which is signed by all such Directors entitled to vote on the resolution is as valid and effectual as if it had

been passed at a meeting of the Board duly called and constituted and may consist of several documents in the same form each signed by one or more of the Directors.

- (b) For the purposes of this rule, the references to **'Director'** include any duly appointed alternate for the time being present in Australia who is appointed by a Director who is not for the time being present in Australia but does not include any other alternate Director.
- (c) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with their authority is deemed to be a document in writing signed by that Director.

16 Powers of the Board

16.1 General powers of the Board

- (a) The management and control of the business and affairs of the Company are vested in the Board, which (in addition to the powers and authorities conferred upon them by these rules) may exercise all powers and do all things as are within the power of the Company and are not by these rules or by Law directed or required to be exercised or done by the Company in general meeting.
- (b) The Board may make such regulations and by-laws not inconsistent with the Constitution, as in the opinion of the Board are necessary or desirable for the proper control, administration and management of the Company's finances, affairs and property or are necessary for the convenience, comfort and wellbeing of the Members (including the terms of entry of Members to the Premises and any event or function sponsored, promoted, facilitated or conducted by the Company) and amend or rescind any such regulations and by-laws.
- (c) A regulation or by-law of the Company made by the Board may be disallowed by the Company in a later general meeting.
- (d) A resolution of the Company in general meeting cannot invalidate prior acts of the Board which would have been valid if that resolution had not been passed.
- (e) Without prejudice to the general powers conferred on the Board by this Constitution the Board will have power to appoint and at its discretion, remove or suspend a Manager and other employees and to fix the powers, duties and remuneration of same, or, at its discretion to delegate such powers of appointment, suspension, removal and fixing of duties and remuneration.

16.2 By laws

- (a) Any by-law made, varied or revoked by a resolution passed by a simple majority of the Directors present and entitled to vote at the meeting at which such resolution is proposed provided that each Director will be given at least five business days notice of the resolution proposed to make, vary or revoke a by law.
- (b) Each by law made, varied or revoked will take effect on a date to be specified by the Board which date will not be less than 14 days after the date on which the resolution is passed unless:
 - (i) the Board specifies by resolution an earlier date; and

- (ii) sets out in that resolution the reasons why it has determined that earlier date should apply.
- (c) The Secretary will cause notice of any making, revocation or variation of a by law to be posted upon the Notice Board together with notice of the date upon which it takes effect.

16.3 Borrowing powers of the Board

The Board will be empowered to borrow, for the purpose of the Company, such amount of money either at one time or from time to time and at such rate of interest and in such form and manner and upon such security as will be specified in such resolution and thereupon the Board will make all such dispositions of the Company Property or any part thereof and enter into such agreement in relation thereto as the Board may deem proper for giving security for such loan and interest.

16.4 Directors may contract with Company

- (a) A Director is not disqualified by the office of Director from contracting or entering into any arrangement with the Company or any other person either as vendor, purchaser or otherwise and no contract or arrangement entered into with the Company or any other person by a Director or any contract or arrangement entered into by or on behalf of the Company or any other person in which a Director is in any way interested may be avoided for that reason. A Director is not liable to account to the Company for any profit realised by any contract or arrangement, by reason of holding the office of or of the fiduciary relationship established by the office.
- (b) No Director may as a Director vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest if to do so would be contrary to the Law and if the Director does vote his vote may not be counted nor will the Director be counted in the quorum present at the meeting but either or both of these prohibitions may at any time be relaxed or suspended to any extent by ordinary resolution passed at a general meeting, if permitted by the Law.
- (c) A Director who is interested in any contract or arrangement may, notwithstanding the interest, attest the affixing of the Seal to, or otherwise execute any document evidencing or otherwise connected with the contract or arrangement.

17 Company Secretary

The Secretary holds office on such terms and conditions as to remuneration and otherwise as the Board determines.

18 Other officers

- (a) The Board may appoint officers and employees on salaries, for periods and on terms as it thinks fit and may, subject to conditions of the employment of those officers and employees, dispense with their services and re-appoint or appoint other officers and employees as it thinks fit.
- (b) No officer, Director or employee of the Company will be paid any amount by way of commission or allowance calculated by reference to liquor sold by the Company or the receipts of the Company for such liquor.

19 The Seal

19.1 Affixing the Seal

If the Company has a Seal, the Board is to provide for its safe custody and it should only be used by the authority of the Board. Every instrument to which the Seal is affixed is to be signed by a Director and countersigned by the Secretary or by a second Director or by another person appointed by the Board for the purpose. The Board may determine either generally or in any particular case that a signature may be affixed by a mechanical means specified in the determination.

19.2 Execution of documents without a Seal

The Company may execute a document, including a deed, by having the document signed by one Member of the Executive and either another Director or the Secretary.

19.3 Execution of a deed

If the Company is to execute a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedures set out in rule 19.1 or rule 19.2.

19.4 Other ways of executing documents

Notwithstanding rules 19.1, 19.2 and 19.3, any document, including a deed, may also be executed by the Company in any other manner permitted by Law.

20 Minutes

20.1 Contents of minutes

- (a) The Board must ensure that minutes are duly recorded in the manner it thinks fit and include:
 - (i) the names of the Directors present at each meeting of the Company, the Board and of any Committees; and
 - (ii) details of all resolutions and proceedings of general meetings of the Company and of meetings of the Board and any Committees.
- (b) No Member, other than a Director, will be entitled to inspect those minutes.

20.2 Signing of minutes

The minutes of any meeting of the Board or of any Committee or of the Company, if signed by the Chairman of the meeting or by the Chairman of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

21 Registers of Members

21.1 Members

A Register of Members must be kept by the Company showing the full name, occupation and address of each Member and the date on which each Member last paid a subscription for Membership of the Company (if applicable).

21.2 Authorised use of information

- (a) The Company may use personal information of a Member in carrying out its functions.
- (b) The Members will not use the personal information collected by the Company except for the purposes of enabling the Company to carry out its functions.

22 Notices

22.1 Service of notices

A notice may be given to a Member or to a Director:

- (a) personally;
- (b) by leaving it at the Member's Registered address;
- (c) by sending it by pre-paid post;
- (d) by facsimile transmission addressed to the Member's Registered address; or
- (e) by sending it to the electronic address (if any) nominated by the Member.

22.2 When notice deemed to be served

- (a) A notice sent by post is deemed to have been served at the expiration of two Business Days after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.
- (b) A notice to be served on a Member personally or left at the Member's Registered address is deemed to have been served when delivered.
- (c) A notice to be served on a Member by facsimile transmission is deemed to have been served when the transmission is sent. A facsimile is deemed to be sent when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice (without any error) to the intended addressee.
- (d) A notice to be served on a Member by electronic means is deemed to have been served when the electronic message is sent and the sender's computer system generates a message confirming successful sending of the whole of the message (without any error) to the intended addressee.

22.3 Member not known at Registered address

Where:

- (a) a Member does not have a Registered address; or
- (b) the Company has a legitimate reason to believe that a Member is not known at the Member's Registered address,

all future notices are deemed to be given to the Member if the notice is displayed in the Office for a period of two Business Days (and is deemed to be duly served at the expiry of that period) unless and until the Member informs the Company of a Registered address.

22.4 Signature to notice

The signature to any notice from the Company, which is required to be signed, may be written or printed.

22.5 Reckoning of period of notice

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service is not to be reckoned in the number of days or other period.

22.6 Service on deceased Members

A notice, deemed to be served, delivered or sent by post to the Registered address of a Member pursuant to these rules is (notwithstanding that the Member is then dead and whether or not the Company has notice of the Member's death) deemed to have been duly served on that Member and the service is for all purposes deemed to be sufficient service of the notice on the Member's heirs, executors or administrators.

22.7 Persons entitled to notice of general meeting

- (a) Notice of every general meeting is to be given to:
 - (i) each Member who, at the date of the notice, is entitled to vote at general meetings of the Company;
 - (ii) each Director; and
 - (iii) the auditor of the Company.
- (b) No other person is entitled to receive notice of a general meeting.

22.8 Notification of change of address

Every Member must notify the Company of any change of his or her address and any such new address must be entered in the Register as required to be kept by the Law and upon being so entered, becomes the Member's Registered address.

22.9 Form of notice

In this Constitution, notice includes any form of communication.

23 Guests

23.1 Guests

- (a) Each Member may cause to be admitted to the Premises as his guests persons who are not Members of the Company.
- (b) The Board may make, vary and revoke by-laws which regulate or restrict the admission of guests.
- (c) A Member who causes a person to be admitted as his guest will be responsible for the behaviour of that person and their compliance with the Company rules, regulations or by laws and any lawful directions of the Board, a Director or management.

- (d) Any person admitted as a guest must leave the Premises no later than the time at which the Member who has introduced that person as a guest has left the Premises unless that guest is again admitted as a guest of another Member.

24 Interest groups

24.1 Interest groups

- (a) The Board may in its discretion:
 - (i) Authorise the formation of any number of incorporated groups (interest group) within the Company with such recreational, sporting or other objectives as it sees fit.
 - (ii) Approve the Constitution under which any interest group will function.
 - (iii) Regulate the activities of any interest group by rule, regulation or by law or by direction of the Board.
 - (iv) Disband any interest group.
- (b) The name of each interest group will be 'Caloundra Power Boat Club Limited' (insert activity) Club.
- (c) A Member of the Company will not form or participate in the activities of any group which;
 - (i) uses the name or Facilities of the Company; or
 - (ii) conducts its activities or the management of its affairs within the Premises.which has not been authorised by the Board as a interest group.
- (d) Membership of any interest group will be restricted to those who are Members of the Company.
- (e) Whilst a Member is engaged in an activity of an interest group, he will be bound by the Constitution and by laws of the Company including those relating to conduct.
- (f) All money or other property acquired by an interest group will vest in the Company but will during the continued existence of the group be applied for the purposes of that group.
- (g) The Company will act as banker to each interest group and no accounts or investments will be held otherwise by an interest group.
- (h) Each group may elect it's own officers and conduct it's own affairs (including setting of its own Membership and other fees) subject to its own and this Constitution and any rules, regulations or by laws or directions of the Board.
- (i) Each group will provide such information, reports and minutes of its meetings as may be required by the Board.

25 Indemnity and insurance

25.1 Indemnity in favour of Directors, Secretaries and executive officers

Subject to the Law and rule 25.2, the Company will indemnify each Director, Secretary and executive officer to the maximum extent permitted by law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, Director, Secretary or executive officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

25.2 Indemnity for legal costs

The Company will indemnify each Director, Secretary and executive officer to the maximum extent permitted by law, against any Liability for legal costs incurred by them in respect of a Liability incurred by them by virtue of their holding office as, and acting in the capacity of, Director, Secretary or executive officer of the Company other than for legal costs incurred:

- (a) in defending or resisting proceedings, in which the Director, Secretary or executive officer is found to have a Liability for which they could not be indemnified under rule 25.1;
- (b) in defending or resisting criminal proceedings in which the Director, Secretary or executive officer is found guilty;
- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but rule 25.2(c) does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the Director, Secretary or executive officer under the Law in which the court denies the relief.

25.3 Indemnity for employees

Subject to the Law and rule 25.4, the Company may indemnify an employee, who is not a Director, Secretary or executive officer of the Company, to the maximum extent permitted by Law, against any Liability incurred by them by virtue of their holding office as, and acting in the capacity of, an officer of the Company, other than:

- (a) a Liability owed to the Company or a related body corporate of the Company;
- (b) a Liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
- (c) a Liability owed to a person other than the Company that did not arise out of conduct in good faith.

25.4 Indemnity for legal costs of employees

The Company may indemnify an employee other than a Director, Secretary or executive officer to the maximum extent permitted by Law, against any Liability for legal costs incurred in respect of a Liability as, or by virtue of their holding office as, and acting in the capacity of, an officer of the Company other than for legal costs incurred:

- (a) in defending or resisting proceedings, in which the officer is found to have a Liability for which they could not be indemnified under rule 25.3;
- (b) in defending or resisting criminal proceedings in which the officer is found guilty;
- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (but rule 25.4 does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- (d) in connection with proceedings for relief to the officer under the Law in which the court denies the relief.

25.5 Proceedings

For the purposes of rules 25.2 and 25.4, **'proceedings'** includes the outcomes of the proceedings and any appeal in relation to the proceedings.

25.6 Insurance for the benefit of Directors, Secretaries and executive officers

- (a) Subject to the Law, the Company may pay a premium for a contract insuring a person who is or has been a Director, Secretary or executive officer of the Company acting in that capacity against:
 - (i) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
 - (ii) a Liability arising from negligence or other conduct.

25.7 Insurance for other officers

Subject to the Law, the Company may pay a premium for a contract insuring a person who is or has been an employee and also an officer of the Company, acting in that capacity, but who is not a Director, Secretary or executive officer of the Company against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a Liability arising from negligence or other conduct.

25.8 When insurance may not be provided by the Company

The Company will not pay, nor agree to pay, a premium for a contract insuring a person who is or has been a Director, Secretary or executive officer or an employee who is also an officer of the Company, against a Liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty in relation to the Company; or
- (b) a contravention of section 182 or section 183 of the Law.

25.9 Definitions for the purposes of rule 25

In rule 25, except to the extent the context otherwise requires:

'Liability' includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense;

'executive officer' means a person who is concerned, or takes part in, the management of the Company (regardless of the person's designation and whether or not the person is a Director of the Company);

'officer' means:

- (a) a Director or Secretary of the Company;
- (b) a person:
 - (i) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company;
 - (ii) who has the capacity to affect significantly the Company's financial standing; or
 - (iii) in accordance with whose instructions or wishes the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Board or the Company).