



REDCLIFFE LEAGUES CLUB LIMITED

ABN 30 009 847 081

Public Company
Limited by Guarantee

Cooke & Hutchinson

PO Box 130

Redcliffe QLD 4020

Email: info@cookehutchinson.com.au

Ref: AC:TVP:150142

Table of contents

1.	Definitions	4
2.	Interpretation	5
3.	Application of Corporations Act.....	5
4.	Objects.....	6
5.	Powers	7
6.	Application of Income.....	7
7.	Contributions of Members.....	8
8.	Distribution of Property	8
9.	Accounts.....	8
10.	Liability.....	9
11.	Membership.....	9
12.	Temporary Members	11
13.	Fees	12
14.	Variation of Members' Rights.....	13
15.	Cessation of Membership.....	13
16.	Register of Members	15
17.	Financial Year	15
18.	Powers of Company and its Directors	15
19.	Meetings.....	18
20.	Proceedings at General meetings	20
21.	Votes of Members.....	24
22.	Votes at general meetings.....	25
23.	Proxies and Representatives.....	26
24.	Proceedings of Board.....	28
25.	Appointment, Removal and Remuneration of Directors	32
26.	Retirement of Directors	34
27.	Managing Director and Executive Directors	37
28.	Associate Directors	38
29.	Minutes.....	38
30.	Secretary	39
31.	Local Management	39
32.	Execution of Documents.....	40
33.	Accounts.....	41
34.	Auditors: Appointment and Removal	43

35.	Adoption and Amendments of Constitution.....	43
36.	Secrecy.....	44
37.	Notices	44
38.	Officers: Indemnities and Insurances	46
39.	Miscellaneous	48

Corporations Act
A Company Limited by Guarantee
CONSTITUTION

OF

Redcliffe Leagues Club Limited ABN 30 009 847 081

1. Definitions

In this Constitution:

Associate Director means a person for the time being holding office as an associate Director of the Company under clause 28(a).

Board means the members from time to time of the board of Directors constituted in accordance with this Constitution.

Business Day means a day which is not a Saturday, Sunday or public holiday in the State.

By-Laws means the by-law of the Company for the time being in force.

Company means the Company named above whatever its name may be from time to time.

Current Member means a person who is, prior to this Constitution coming into effect, a Member of the Company.

Law means the *Corporations Act 2001* (Cth) or any other statutory modification, amendment or re-enactment thereof for the time being in force and applicable to the Company and any reference to any provision thereof is to that provision so modified, amended or re-enacted.

Director means a Director for the time being of the Company.

Executive Director means a Director who is an employee (whether full time or part time) of the Company or any related body corporate of the Company.

Managing Director means a person holding office as a managing Director of the Company under clause 27(a).

Member means a person admitted to Membership of the Company in accordance with this Constitution.

Office means the registered office for the time being of the Company.

Officer means an officer as defined in section 82A of the Law.

Register means the register of Members kept under the Law.

Representative means a person appointed as a representative of a body corporate pursuant to section 250D of the Law.

Seal means the common seal of the Company (if any).

Secretary means the secretary for the time being of the Company, and if there are joint secretaries, any one or more of such joint secretaries.

Security means any promissory note, bill of exchange, bill of lading, warrant, debenture, debenture stock (perpetual, redeemable or otherwise), bond, note, charge, bill of sale, security, debt instrument or other negotiable or transferable instrument.

State means the State of Queensland.

Subscriber means a person specified in the application for the Company's registration under the law as a person who consents to become a Member.

2. **Interpretation**

In this Constitution:

- (a) headings are for convenience only do not affect meaning; and
- (b) unless the contrary intention appears:
 - (i) words importing the singular number include the plural number and vice versa;
 - (ii) words importing any gender include all other genders;
 - (iii) a reference to a person includes a corporation, a partnership, a body corporate, an unincorporated association and a statutory authority;
 - (iv) whether any word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
 - (v) a reference to a clause is to a clause of this Constitution; and
 - (vi) any power, right, discretion or authority conferred upon any person or groups of persons under this Constitution may be exercised at any time and from time to time.

3. **Application of Corporations Act**

- (a) Except so far as a contrary intention appears anywhere in this Constitution:
 - (i) an expression used in a particular Part or Division of the Law which is given a special meaning by any provision of that Part or Division for the purposes of that Part or Division (or any part thereof) has, in any of this Constitution which deals with a matter dealt with by that Part or Division (or part thereof), the same meaning as in that Part or Division;

-
- (ii) an expression which is given a general meaning by any provision of the Law has the same meaning in this Constitution; and
 - (iii) if at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that does not affect or impair:
 - (1) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
 - (2) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Constitution.
 - (b) Each of the provisions of the sections or sub-sections of the Law which would but for this clause apply to the Company as a replaceable rule within the meaning of the Law are displaced and do not apply to the Company.

4. Objects

The objects for which the Company is established are:

- (a) To provide for Members and for Members' guests a sporting club with all the usual facilities of a sporting club.
- (b) To promote, foster, support and encourage the aims and objects of the Redcliffe District Rugby League Football Club Inc. and all matters pertaining to it.
- (c) To purchase, hire, lease or otherwise acquire for the purposes of the Company any real or personal property and any rights or privileges which the Company may think necessary or convenient for the carrying out any of its objects.
- (d) To give, sell, mortgage, exchange, hire, lease or otherwise dispose of the property of the Company or any part or parts of it in such manner as is allowed by law.
- (e) To make, draw, accept, endorse, discount, execute and issue any Security.
- (f) To borrow money from time to time and for such purpose to give any Security over the whole or any part of the property real or personal of the Company.
- (g) To further the objects of the Company by applying for, obtaining and holding a Company licence or any other licence or certificate of registration under the *Liquor Act 1992* (Qld) and the *Gaming Machine Act 1991* (Qld) or any other Act or laws for the time being in operation.

-
- (h) To further the objects of the Company by obtaining and holding any licence or permits necessary to carry on any restaurant(s) in the Company premises.
 - (i) To take or reject any gift of property, money or goods whether subject to any special trust or not.
 - (j) To erect, maintain, improve or alter any building or buildings for the purposes of the Company.
 - (k) To render any financial or any other aid to clubs or associations which are playing or conducting football played in accordance with the rules of the Queensland Rugby Football League and the National Rugby League in the rugby league football district of Redcliffe or elsewhere.
 - (l) To indemnify any person whether Members of the Company or not who may incur or have incurred any personal liability for the benefit of the Company and for that purpose to give such person, mortgages, charges or other security over the whole or any part of the real or personal property (present or future) of the Company.
 - (m) To carry on all such activities as may be necessary or convenient for the purposes of the Company.
 - (n) To do all things and to enter into and make any agreements that are incidental or conducive to the attainment of the objects of the Company.
 - (o) To undertake and pursue all related or compatible objects as may from time to time be considered appropriate by the Company.

5. Powers

Solely for the purpose of carrying out these objects and not otherwise, the Company has the power to do all such things as are necessary, incidental or conducive to the attainment of these objects and, for that purpose and not otherwise, the Company has the legal capacity of an individual with all consequential powers as conferred by section 124 of the Law.

6. Application of Income

The income and property of the Company, howsoever derived, will be applied solely towards the promotion of the objects of the Company as set forth in this Constitution and no portion thereof will be paid or transferred, directly or indirectly by way of a dividend or bonus to Members provided that:

- (a) nothing contained in this Constitution will prevent the payment in good faith of interest to any such Member in respect of money advanced by him or her to the Company or otherwise owing by the Company to him or her or of remuneration to any employee or Member of the Company

or to any Member of the Company or other person in return for any services actually rendered to the Company.

- (b) no Member of the Board or governing body shall be appointed to any salaried office of the Company and no fee or remuneration shall be given by the Company to any Member of the Board or governing body. Nothing, however, will prevent the allowance of an honorarium to any such Member in respect of special honorary services rendered or the repayment to any such Member of out of pocket expenses and interest on money lent or hire of goods or rent for premises rented or leased to the Company.
- (c) subclause 6(b) shall not apply to any payment to any gas, electricity, water, cable or telephone company of which a member of the Board or governing body may be a Member or to any other Company in which such Member shall not hold more than 1% of the capital and such Member shall not be bound to account for any share or profits he or she may receive in respect of such payment.

7. Contributions of Members

Each Member of the Company undertakes to contribute to the assets of the Company, in the event of Company being wound up while that person is a Member or within one year after payment of the debts and liabilities of the Company contracted before the time at which that person ceases to be a Member and of the costs, charges and expenses of winding up of the Company and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$4.

8. Distribution of Property

If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same will not be paid to or distributed among the Members of the Company, but will be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and Constitution shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under this Constitution, such institution or institutions to be determined by the Members or before the time of the dissolution and in default thereof by application to such court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the terms of this clause then to some charitable object.

9. Accounts

True accounts shall be:

- (a) kept of money received and expended by the Company; and
- (b) kept in respect of the assets and liabilities of the Company; and

(c) kept subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company; and

(d) open to the inspection by the Members.

At least once a year, the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more qualified auditor or auditors who shall report to the Members in accordance with the provisions of the Law.

10. Liability

The liability of the Members is limited.

11. Membership

(a) Members

The Current Members and such other persons as the Directors shall admit to Membership of the Company in accordance with this Constitution shall be Members of the Company.

(b) Application for Membership

Every applicant for Membership of the Company (other than the Current Members) shall execute and deliver to the Company an application for Membership in such form as the Directors from time to time determine together with the entrance fee (if any) determined by the Directors. Any person who shall have made application for Membership of the Company in the manner prescribed and who shall have been duly elected to Membership shall also upon payment to the Company of all necessary fees and subscriptions become and be a Member of the Company.

(c) Certificates

A certificate of Membership of the Company may be issued by the Company to any Member. Such certificate shall remain the property of the Company and on demand in writing by the Secretary shall be returned to the Company.

(d) Membership not transferable

Membership of the Company shall not be transferable whether by operation of law or otherwise and all rights and privileges of Membership of the Company shall cease upon the person ceasing to be a Member whether by resignation, death, winding up or otherwise.

(e) **Attaining Membership**

- (i) Any person having attained the age of 18 years and having a desire to further the aims and objects of the Redcliffe District Rugby League Football Club shall be eligible for Membership.
- (ii) Every candidate for Membership of the Company shall be proposed by one and seconded by another Member of the Company. The candidate shall be personally well known to them. Every nomination shall be made in writing and shall give the full name, the email address and the address of the candidate (as well as any other electronic contact details for the candidate) and his or her proposer and seconder and shall be in such form as the Board shall require.
- (iii) Every nomination for Membership shall be lodged with the Secretary.
- (iv) Particulars of the nomination for Membership shall be submitted by the Secretary to the Board.
- (v) The election of Members shall be by the Board at a meeting(s) duly convened and the Board shall examine all nominations for Membership and enquire into the qualification of the candidates. The Board may reject any application for Membership without assigning any reason for such rejection. When applications for Membership come before the Board, negative votes of one in four shall exclude the application from election.
- (vi) On the election of a Member, the Secretary shall at once give such Member notice of his or her election emailed or posted (or forwarded by any other method permissible by Law) to the address given on his or her nomination for Membership and shall issue with the notice a tax invoice for the fees and subscriptions due and payable by the Member and which specifies the due date of payment.
- (vii) Every person elected to Membership and informed of his or her election shall be deemed to agree to pay the entrance fee, the annual subscription and any other fees and charges as prescribed in this Constitution and to be bound by this Constitution and by the Company's By-Laws from time to time in force. The payment of the entrance fee and/or the subscription shall be conclusive evidence or such agreement.
- (viii) Every person elected to Membership shall be required to pay, within one month of the date of notice of election, the fees and/or subscription specified in the tax invoice failing which the election may be declared void.
- (ix) The Board may from time to time as it sees fit provide for different classes of Members and of Membership including

ordinary, special, country, honorary life and other classes and shall define such classes by By-Law.

12. Temporary Members

- (a) The following may be admitted to the Company as Temporary Members:
- (i) Overseas and interstate visitors, for a period of one day at a time only;
 - (ii) Members of other clubs and their guests (at a limit of two guests per Member) provided that appropriate reciprocal rights are in force with those clubs, for a period of one day at a time only;
 - (iii) Persons who have made application for full Membership who have also paid the prescribed application fee, during the period they are awaiting a decision from the management committee, for a period not exceeding 30 days from the date of receipt of such application;
 - (iv) Members of other clubs who are either the managers or the member of a sporting team visiting the Company's premises for the purpose of taking part in sporting competitions or social functions, for the days of the competitions or functions only;
 - (v) Any prominent citizen or sportsperson visiting Brisbane, Redcliffe or the surrounding area for some special occasion.

Provided that before those persons are admitted as temporary members they provide to a person appointed by the Company, some adequate form of proof that they fall within at least one of the above categories.

After an acceptable form of proof is given, those persons may be admitted as "temporary members" and the application date, their names and addresses, name of their clubs (if applicable), the category of temporary membership and the expiry date of the temporary membership must be transcribed into the "temporary membership register".

The "temporary membership register" must be in bound form and each entry separately numbered.

After those details are placed in the "temporary members register" those persons who have been granted temporary membership must be given a "temporary membership card" transcribed with the entry number, category of temporary membership, issue date and expiry date.

All temporary members must show their "temporary membership card" when purchasing liquor or when instructed to do so by a

Company employee or a member of the Company's management committee.

- (vi) A temporary member (other than a life member) shall only be entitled to the social privileges of the Company and to play such games and recreations as determined by or on the invitation of the Company's committee from time to time.
- (vii) The Board shall have the power to cancel the temporary membership of any person at any time and without assigning any reason.
- (viii) No person shall be made a life member except by resolution of a general meeting of the Company following the submission to the meeting of an appropriate recommendation from the Board. No person shall be made an honorary life member except in the case of exceptional, unusual or distinguished merit and except on the recommendation of the Board endorsed by a two thirds majority at a general meeting.

13. Fees

(a) **Fees**

- (i) The amount, time and manner in which entrance fees, annual subscriptions and other annual fees or charges payable by any class of Members shall be as prescribed by the Board and shall be reviewed by the Board from time to time in its sole discretion.
- (ii) Entrance fees and annual subscriptions and any other fees and charges payable annually shall be payable in advance in either full, quarterly or half-yearly instalments according to the provisions of the By-Laws or other decisions of the Board.
- (iii) If any fee, subscription, charge or instalment shall remain unpaid for one month or more after it becomes due, the Directors may, at their sole discretion, cancel that Member's Membership.
- (iv) The Board may at any time suspend the payment of entrance fees and shall have the discretionary power to fix, determine or waive the entrance fee chargeable to any Member under any special circumstances that may arise.

(b) **Different fees payable**

In determining fees under this clause, the Board may differentiate between classes of Members as to the amount of fees payable.

14. Variation of Members' Rights

(a) Consent or special resolution of Members in class

If at any time the Membership of the Company is divided into different classes of Members, the rights attached to any class may be varied or cancelled (unless otherwise provided by this Constitution or by the terms of grant or Membership of that class):

- (i) with the written consent of Members with at least 75% of the votes in that class; or
- (ii) by special resolution passed at a separate meeting of the class of Members whose rights are being varied or cancelled.

(b) Rules applying to meetings of class Members

The provisions from time to time contained in this Constitution concerning meetings will apply, so far as they are capable of application and with the necessary changes, to every meeting held under clause 14(a) but so that the necessary quorum shall be two Members of the class or a proxy or attorney or Representative of such a Member. Any Member of the class present in person or by proxy, attorney or Representative may demand a poll.

15. Cessation of Membership

- (a) A Member at any time by giving notice in writing to the Secretary may resign his or her Membership but shall continue to be liable for any entrance fee or annual subscription and all arrears due and unpaid at the date of his or her resignation.
- (b) Should a Member incur any debt to the Company or to the Company's staff, servants or persons under contract to the Company, and fail to discharge that debt upon request in writing by the Secretary, he or she may, by resolution of a meeting of the Board, be suspended or expelled from Membership provided the Board has first given the Member concerned due notice of its intention to take such action.
- (c) Every Member shall upon becoming a Member, furnish to the Secretary particulars of his or her address, email address (together with any other electronic contact details for the Member) and occupation (if those particulars have not already been stated on the notification for Membership) and shall notify the Secretary in writing of any subsequent change of address or changes to his or her email address (or any changes to his or her contact details including any other electronic contact details that the Member may have). The address and email address (or any other electronic contact details of the Member) so given shall be deemed to be the Member's registered address for the purpose of the issue of notices.

-
- (d) If any fees or levies payable by a Member shall remain unpaid for a period of two calendar months after notice of such default is given to the Member by the Company, the Directors by resolution may suspend all the privileges of Membership of that Member (including the right to vote). The Board may reinstate the privileges of Membership of that Member on payment of all arrears if the Board think fit to do so.
- (e) A Member's Membership of the Company shall cease:
- (i) if the Member resigns that Membership by giving notice in writing addressed to the Secretary of the Company and such resignation shall be effective from the date of receipt of the notice by the Secretary;
 - (ii) if the Membership of the Member is terminated and such termination shall be effective from the date of the resolution of the Directors;
 - (iii) in the case of a Member who is an individual if:
 - (1) the Member dies; or
 - (2) the Member becomes of unsound mind or his or her person or estate is liable to be dealt with in any way under the laws relating to mental health; or
- (f) The termination of a Member's Membership (whether by resignation, expulsion or otherwise) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they:
- (i) arise under this Constitution or otherwise; and
 - (ii) are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date.
- (g) Without limiting the generality of clause 15(f), termination of a Member's Membership shall not relieve a Member from any obligation to record or account for or pay any fees referred to in clause 13(a).
- (h) If any Member shall:
- (i) wilfully refuse or neglect to comply with the provisions of this Constitution; or
 - (ii) be guilty of any conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company, the Directors may by resolution censure, suspend or expel the Member from the Company.
- (i) Any Member who is proposed to be censured, suspended or expelled:
- (i) shall be given at least one week's notice of the meeting of the Directors at which such a resolution is to be put which shall state

the nature of the allegations against the Member and the intended resolution;

- (ii) must have the opportunity of giving orally and in writing any explanation or defence the Member may think fit at such meeting, before the passing of any resolution for censure, suspension or expulsion.

16. Register of Members

The Secretary shall keep in the Company's premises, either in physical form or in electronic form (if permissible by Law), a Register of Members setting forth the name in full, occupation, email address (or any other electronic contact details for the Member) and address of each Member specifying the class of Members to which he or she belongs and setting out the date of the latest payment by each Member of his or her subscription.

17. Financial Year

The financial year of the Company shall commence on the first day of October and end on the last day of September in each year.

18. Powers of Company and its Directors

(a) Directors have powers of the Company

- (i) The management of the business and affairs of the Company are vested in the Directors.
- (ii) The Board may exercise all powers and do all such acts and things which the Company is authorised or permitted to exercise and do and which are not by this Constitution or by statute directed or required to be exercised or done by the Company in a general meeting.
- (iii) The Directors may make By-Laws, rules or regulations not inconsistent with this Constitution of the Company which, in the opinion of the Board, are necessary or desirable for the proper control, administration and management of the Company's finances, affairs, interest, effects and property and for the convenience, comfort and wellbeing of the Members. The Directors may also amend or rescind the By-Laws or the rules and regulations of the Company.
- (iv) The Directors have the power to enforce the observance of all By-Laws, rules and regulations by suspension from enjoyment of Company privileges as the Board thinks fit.
- (v) The operation and effect of this clause 18(a) is not limited in any way by clauses 18(b) to 18(j).

-
- (vi) The Board has the power to fix the maximum number of each class of Members who may be admitted to the Company.
 - (vii) The Board has the power to fine, caution or suspend for such period as it thinks fit any Member who shall wilfully infringe any provision of this Constitution or the By-Laws, rules or regulations of the Company or who shall, in the opinion of the Directors, be guilty either in or out of the Company premises of conduct unbecoming of a Member or prejudicial to the interests of the Company.
 - (viii) The Board has the power to impose any restrictions or limitations on the rights and privileges of Members, temporary members and visitors relating to their use of the Company premises and/or the amenities or facilities or in relation to their conduct, behaviour, clothing and dress while on the Company's premises.

(b) **Directors may exercise Company's power to borrow**

The Board may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company, to issue any Security or give any other security for a debt, liability or obligation of the Company or of any other person, to guarantee or to become liable for the payment of money or the performance of any obligations by any other person

(c) **Directors may exercise power to sell, exchange or dispose**

The Board may exercise all powers to sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels belonging to the Company and to let any property of the Company and with the sanction of a general meeting of the Company to lease, demise, exchange or sell all or any of the lands and buildings or other property or rights to which the Company may be entitled from time to time, provided however, that the Board shall only deal with the same in such manner as is allowed by law.

(d) **Directors may exercise power to give security**

The Directors may exercise powers conferred on them by clause 18(b) in such manner and upon terms and conditions in all respects as they think fit, and in particular but without limiting the generality of the foregoing, by the issue of any Security on the whole or any part of the property of the Company (both present and future).

(e) **Security may be issued at discount or premium**

Any Security or debt instrument may be issued by the Company at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, conversion, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors, or other matter.

(f) **Assignability of Security**

Any Security and debt instruments issued or given by the Company may be made assignable free from any equities between the Company and the person to whom the same may be issued.

(g) **Commission on issue of Security**

The Company may pay a commission to any person for subscribing or agreeing to subscribe for or procuring or agreeing to procure subscriptions for any Security of the Company.

(h) **Security from Company for Directors**

If the Directors or any of them or any other person become or are about to become personally liable for the payment of any sum due from the Company, the Directors may execute or cause to be executed any mortgage, charge, bill of sale or security over or affecting the whole or any part of the assets of the Company in order to secure the Directors or persons so becoming liable from any loss in respect of such liability.

(i) **Directors may appoint attorney or agent**

(i) The Board may, by resolution, power of attorney or other written instrument, appoint any person or persons, including any as described in clause 31(c), to be attorney or agent of the Company for such purposes, with such powers, authorities and discretions being powers, authorities and discretions vested in or exercisable by the Directors for such period and subject to such conditions as they think fit.

(ii) The appointment may be on such terms for the protection and convenience of persons dealing with the attorney or agent as the Directors think fit and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions vested in him or her.

(j) **Execution of Company cheques, etc**

All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments signed, drawn, accepted, endorsed or otherwise executed by the Company, and all receipts for money paid to the Company, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner and by such persons as the Directors determine.

(k) **By-Laws**

(i) The Directors may from time to time prescribe By-Laws of the Company on such matters considered necessary to give effect to this Constitution, to carry out the purposes of the Company or

for the regulation, management and control of the Company's affairs;

- (ii) Any By-Law, rule or regulation made shall come into force and be fully operative upon the posting of an appropriate notice containing such By-Laws, rule or regulation on the Company's web site;
- (iii) The Company in a general meeting, may revoke and disallow any By-Law, rule or regulation provided that the notice convening the meeting states that notice has been received and has specified the By-Law, rule or regulation on the Company's web site;
- (iv) Neither the revocation or disallowance by the Company in a general meeting of any By-Law, rule or regulation nor the knowledge that it might take place nor its amendment or rescission by the Board shall invalidate any act by the Board, Officer or servant of the Company prior to such amendment or rescission;
- (v) In the event of any inconsistency between this Constitution and any By-Law, this Constitution prevails.

19. Meetings

(a) Board meetings

- (i) The Board shall meet at least once in every month for the transaction of business. Minutes of all resolutions and proceedings of the Board shall be taken of that meeting. The Chairperson may at any time and the Secretary shall upon the request in writing of two Directors convene a meeting of the Board.
- (ii) The Chairperson if present shall be entitled to preside at all meetings of the Board. In his or her absence, the meeting shall elect another Director to be chairperson of the meeting. The Secretary may take the chair but will not have the right to vote. Any person except the Secretary acting as Chairperson of a meeting of the Board shall have the same voting powers.
- (iii) A majority of the Directors shall constitute a quorum. If a quorum is not present within 15 minutes of the time fixed for the meeting, it shall stand adjourned to the same day in the following week and be at the same time and place. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the Members present shall be a quorum.

(b) **General meeting**

- (i) The Directors will convene a general meeting on the request of Members in accordance with section 249D of the Law.
- (ii) A general meeting may be convened by the Members in accordance with sections 249E and 249F of the Law.

(c) **Annual general meeting**

- (i) Annual general meetings will be held in compliance with the Law.
- (ii) The annual general meeting of the Company shall be held if practicable in the month of November in each year at such time and place as may be prescribed by the Company in general meeting or in default at such time and place as may be determined by the Board provided always that an annual general meeting shall be held at least once in every calendar year.
- (iii) The abovementioned annual general meeting shall be called the ordinary general meeting. All other general meetings shall be called extraordinary general meetings.
- (iv) An extraordinary general meeting may be called on any date by the chairperson or the Board and shall be called by the Secretary upon receipt by him or her of a requisition (which need not be in one document) signed by no less than 30 ordinary Members stating the business to be considered. The date of such meeting shall be within 40 days of receipt of such requisition. If such meeting is not called within 14 days of receipt of the requisition, the requisitionists or a majority of them may themselves call the meeting and for that purpose shall have access to the Register and any other records necessary for the purpose of calling a meeting of Members.

(d) **Notice period**

Every notice convening a general meeting shall be given in the manner prescribed by clause 19 to those Members who are entitled to attend and vote at meetings.

(e) **Contents of notice**

A notice of a meeting of the Company's Members will specify:

- (i) the place, day and time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilities this);
- (ii) the general nature of the meeting's business;
- (iii) in the case of an election of Directors, the names of the candidates for election; and

(iv) such other information as is required by section 249L of the Law.

(f) **Failure to give notice**

Subject to the Law, the accidental omission to give notice of any meeting of the Company's Members to or the non-receipt of that notice by any of the Members will not invalidate any resolution passed at that meeting.

(g) **Notice of adjourned meeting in certain circumstances only**

(i) Whenever a meeting of the Company's Members is adjourned for less than 21 days, no further notice of the time and place of the adjourned meeting need be given.

(ii) Whenever a meeting of the Company's Members is adjourned for 21 days or more, at least three days' notice of the time and place of the adjourned meeting will be given to Members.

(h) **Persons entitled to notice of general meeting**

Notice of every general meeting of the Company will be given in a manner authorised by clause 37(a) and in accordance with the Law to:

(i) every Member;

(ii) every Director; and

(iii) the auditors of the Company.

No other person is entitled to receive notices of general meetings.

(i) **Persons entitled to attend general meetings**

(i) All Members are entitled to attend meetings of the Company's Members as well as any other persons entitled to attend under the law.

(ii) The chairperson may require any person to leave and remain out of any meeting who in the opinion of the chairperson is not complying with his or her reasonable directions.

(j) **Postponement or cancellation of meeting**

The Directors may whenever they think fit postpone or cancel any meeting of the Company's Members other than a meeting convened under clause 19(b)(i).

20. **Proceedings at General meetings**

(a) **Business of annual general meeting**

The business of an annual general meeting is:

-
- (i) To receive and consider the annual financial report and any other accounts, reports and statements as are required to be laid before the meeting;
 - (ii) To elect Directors in place of those retiring;
 - (iii) To transact any business which under this Constitution or by the provisions of the Law ought to be or may be transacted at the annual general meeting; and
 - (iv) To elect an auditor and fix the remuneration payable to that auditor.

(b) **Special business**

- (i) All other business transacted at an annual general meeting and all business transacted at any other meeting of the Company's Members will be deemed special.
- (ii) Except pursuant to the provisions of the Law, with the prior approval of the Directors, or with the permission of the chairperson, no person may, as regards any special business of which notice has been given, move at any meeting of the Company's Members any resolution (other than a resolution in the same terms as specified in that notice) or any amendment of a resolution.

(c) **Quorum**

- (i) At any ordinary or extraordinary general meeting called by the chairperson or the Board, 20 Members entitled to be present and present in person shall be a quorum and at any extraordinary general meeting called on or by the requisition of Members, 35 Members entitled to be present, and present in person, shall constitute a quorum. If a quorum is not present within 15 minutes of the time fixed for an ordinary or extraordinary general meeting, the meeting, if convened on or by the requisition of Members shall be dissolved and adjourned to the same day in the next week at the same time and place. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the Members present shall be a quorum.
- (ii) For the purposes of determining whether a quorum is present:
 - (1) whether a Member appoints more than one proxy or attorney or Representative, only one such proxy, attorney or Representative will be counted; and
 - (2) a Member who is present in their own capacity and as a proxy, attorney or Representative of another Member will be counted only once.

(iii) No business can be transacted at any meeting of the Company's Members unless the requisite quorum is present at the commencement of the meeting.

(iv) If a quorum is present at the beginning of a meeting of the Company's Members it is deemed present throughout the meeting unless the chairperson otherwise declares on the chairperson's own motion or at the instance of a Member, the attorney of a Member, the proxy of a Member, or a Representative.

(d) **Chairperson**

(i) The Board may elect an individual to preside as chairperson at every meeting of the Company's Members.

(ii) If there is no such chairperson, or if at any meeting of the Company's Members such person is not present within 15 minutes of the time appointed for holding the meeting and willing to act for all or part of the meeting, the Director or Directors present may choose another Director as chairperson of the meeting (or part of it).

(iii) If no Director is present or if all Directors present decline to act as chairperson for all or part of the meeting, the Members present may choose one of their number to be chairperson of the meeting (or part of it).

(e) **If quorum absent**

If half an hour after the time appointed for a meeting of the Company's Members a quorum is not present, a meeting convened by the Directors on a request of Members or by the Members as is provided by the Law will be dissolved, but in any other case the meeting will be adjourned to such other day, time and place as the Directors may by notice to the shareholders appoint, but failing such appointment, then to the same day in the next week at the same time and place as the meeting adjourned.

(f) **Dissolution of adjourned general meeting if quorum absent**

If at any adjourned general meeting a quorum is not present after half an hour from the time appointed for that adjourned general meeting, then the meeting shall be dissolved.

(g) **Chairperson has casting vote**

In the case of an equality of votes at any general meeting, the chairperson has a casting vote both on a show of hands and on a poll, in addition to the vote or votes to which the chairperson is entitled as a Member, proxy or attorney of a Member or Representative.

(h) **Voting: show of hands or poll**

At any meeting of the Company's Members a resolution put to the vote of the meeting will be decided on a show of hands unless before a vote is taken or before or immediately after the declaration of the result of the show of hands a poll is demanded:

- (i) by the chairperson;
- (ii) by at least five Members, present in person or by proxy or attorney or by a Representative, having the right to vote at the meeting; or
- (iii) by any Member or Members, present in person or by proxy or attorney or by a Representative, who are together entitled to at least 5% of the votes that may be cast on that resolution on a poll, but no poll will be demand on any resolution concerning the election of a chairperson or a meeting or the adjournment of any meeting.

(i) **Questions decided by majority**

Subject to the requirements of the Law in relation to special resolutions, a resolution will be taken to be carried if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution exceeds one-half.

(j) **Declaration by chairperson that resolution carried**

A declaration by the chairperson that a resolution has on a show of hands been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

(k) **Conduct of poll**

- (i) If a poll has been demanded under this Constitution, it will be taken in such manner and at such time and place as the chairperson directs, and either at once or after an interval or adjournment or otherwise.
- (ii) The result of the poll will be deemed to be the resolution of the general meeting at which the poll was demanded.
- (iii) The demand for a poll may be withdrawn.

(l) **Continuation of meeting notwithstanding poll**

The demand for a poll will not prevent the continuance of the meeting or the transaction of any business other than the resolution on which a poll has been demanded.

(m) **Adjournment of general meetings**

- (i) The chairperson will adjourn a meeting of the Company's Members from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so.
- (ii) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(n) **General conduct of meetings**

- (i) Subject to the requirements of the Law, the chairperson will be responsible for the general conduct of general meetings and for the procedures to be adopted at general meetings.
- (ii) The chairperson may make rulings, adjourn the meeting without putting the question (or any question) to the vote if such action is required to ensure the orderly conduct of the meeting.
- (iii) The chairperson may require the adoption of any procedures which are in the chairperson'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.
- (iv) The chairperson may determine conclusively any dispute concerning the admission, validity or rejection of a vote.
- (v) Persons in possession of visual-recording, pictorial-recording or sound-recording devices or placards, banners or articles considered by the Directors or the chairperson to be dangerous, offensive or liable to cause disruption, or persons who refuse to produce or to permit examination of any articles in their possession or the contents thereof, may be refused admission to any general meeting or may be required to leave and remain out of the meeting.
- (vi) Nothing contained in this clause 20(n) will be taken to limit the powers conferred on the chairperson by law.

21. Votes of Members

-
- (a) Every Member eligible to vote shall both on a show of hands and on the taking of a poll have one vote.
 - (b) No Member other than a life member shall be entitled to be present or vote at any meeting of the Company or to be elected to any office unless he or she shall have paid all instalments of the entrance fee and annual subscription and all other money due to the Company at the time of such meeting.

22. Votes at general meetings

(a) Number of votes

Subject to any special rights or restrictions for the time being attaching to any class of Members, and clauses 22(c) and 22(g):

- (i) on a show of hands at a meeting of the Company's Members every person present who is either a Member, a proxy, an attorney or a Representative of a Member has one vote; and
- (ii) on a poll at a meeting of the Company's Member every Member present in person or by proxy or attorney and every Member present by a Representative or by proxy or attorney has one vote.

(b) Votes of incapacitated Member

If a Member is of unsound mind or is a person who person or estate is liable to be dealt with in any way under the law relating to mental health, the Member's committee or trustee or such other person as properly has the management of the Member's estate may exercise any rights of the Member in relation to a meeting of the Company's Members as if the committee, trustee or other person where the Member.

(c) No vote if fees unpaid

Notwithstanding this Constitution, a Member will not be entitled to vote on any question, either personally, by proxy, by attorney, or by a Representative at any meeting of the Company's Members, or on a poll if the Directors have so resolved pursuant to clause 15(a) and such entitlement to vote has not been reinstated in accordance with 15(a).

(d) Chairperson to determine disputes re votes

In the case of any dispute as to the admission or rejection of a vote, the chairperson may determine the dispute and such determination made in good faith will be conclusive.

(e) Objections to qualification to vote

- (i) No objection to the qualification of any person to vote will be raised except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at that meeting is valid for all purposes.
- (ii) Any objection to the qualification of any person to vote at a meeting of the Company's Members made in due time will be referred to the chairperson, whose decision made in good faith is final and conclusive.

(f) **Proxy not to vote if Member present**

If a Member is present at a meeting of the Company and a proxy or attorney for such Member is also present, the proxy or attorney is not in respect of the Membership to which the proxy or attorney relates entitled to vote on a show of hands or on a poll.

(g) **When numerous proxies or Representatives are present**

If more than one proxy or attorney or Representative for a Member is present at a meeting of the Company, none of them will be entitled to vote on a show of hands or on a poll.

(h) **No vote if contrary to Law**

Notwithstanding any other clause, a Member shall not be entitled to vote, and any vote purported to be cast by the Member or any proxy, attorney or Representative for the Member, shall be disregarded on a particular resolution where such a vote is prohibited by the Law.

23. Proxies and Representatives

(a) **Right to appoint proxy/attorney**

- (i) A Member is entitled to appoint another person (whether a Member or not) as the Member's proxy or attorney as the case may be to attend and vote instead of the Member at the meeting.
- (ii) A proxy or attorney may be appointed for all meetings or for any number of meeting or for a particular purpose.

(b) **Proxy or attorney will be written**

- (i) An instrument appointing a proxy or attorney:
 - (1) will be in writing executed under the hand of the appointer or of the appointer's attorney duly authorised in writing; and
 - (2) may contain directions as to the manner in which the proxy or attorney, as the case may be, is to vote in respect of any particular resolution or resolutions.
- (ii) A facsimile of a written appointment of a proxy or a power of attorney is valid, unless the notice of meeting of the Company's Members to which the appointment relates requires production of the written appointment of the meeting and that requirement is not complied with.

(c) **Directors or chairperson decide validity**

Subject to the Law, the Directors' or chairperson's decision as to the validity of a proxy or power of attorney or a facsimile thereof will be final and binding.

(d) **Authority conferred on proxy or attorney**

Unless otherwise provided in the instrument, an instrument appointing a proxy or attorney will be taken to confer authority:

- (i) to agree to a meeting being convened by shorter notice than is required by the Law or by this Constitution;
- (ii) to agree to a resolution being proposed and passed as a resolution at a meeting of which less than 21 days' notice has been given;
- (iii) even though the instrument may refer to specific resolutions and may direct the proxy or attorney how to vote on those resolutions:
 - (1) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion; and
 - (2) to vote on any procedural motion, including any motion to elect the chairperson, to vacate the chair or to adjourn the meeting
- (iv) to speak on any proposed resolution on which the proxy or attorney may vote; and
- (v) to demand or join in demanding a poll on any resolution on which the proxy or attorney may vote.

(e) **Power of attorney and proxy form to be deposited before meeting**

An instrument appointing an attorney or a proxy and, the power of attorney or other authority (if any) under which it is signed or a copy of that power or authority certified as a true copy by statutory declaration or a facsimile of any of the documents referred to in this clause, will be deposited at the office not less than 48 hours before the time scheduled for commencement of the meeting (or any adjournment of that meeting) at which the person named in the instrument intends to vote.

(f) **Vote by proxy valid notwithstanding intervening death etc of Member**

A vote given in accordance with the terms of an instrument appointing a proxy or attorney will be valid notwithstanding the previous death or

unsoundness of mind of the principal, or revocation of the proxy or power of attorney if no intimation in writing of the death, unsoundness of mind or revocation has been received at the Office, not less than 48 hours before the time scheduled for the commencement of the meeting at which the person named in the proxy or power of attorney, as the case may be, intends to vote.

(g) **Member may indicate whether proxy is to vote for or against resolution**

(i) Any form of proxy sent out by the Company to Members in respect of a proposed general meeting of Members will make provision for the Member to indicate whether the Member wishes to vote for or against any resolution.

(ii) The Member may but need not give an indication or direction as to the manner in which a proxy is to vote in respect of a particular resolution.

(iii) Where an indication or direction is given, the proxy is not entitled to vote on the resolution on behalf of that Member except in accordance with that indication or direction.

(h) **Form of proxy/attorney**

Every instrument appointing a proxy or attorney whether for a specified meeting or otherwise will be in such form as the Directors may prescribe or accept.

(i) **Failure to name appointee**

Any instrument of proxy in which the name of the appointee is not filled in will be deemed to be given in favour of the chairperson or such other person as is nominated by the Directors in the notice convening the relevant meeting of the Company's Members.

24. Proceedings of Board

(a) **Meetings of the Board**

The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

(b) **Quorum for meetings of Board**

(i) The Board may determine the quorum necessary for the transaction of business.

(ii) Until otherwise determined, a quorum for the purpose of considering a matter at a meeting will be two persons each of whom is a Director and is entitled under the Law to vote on a

motion that may be moved in relation to such matter at that meeting.

- (iii) A meeting of the Board during which this Constitution for the time being vested in or exercisable by the Directors generally.
- (iv) Where a quorum cannot be established for a meeting of the Board (or consideration of a particular matter) a Director may convene a general meeting of Members to deal with the matter or the matters in question.

(c) **Convening meetings of the Board**

A Director may at any time and the Secretary will on the request of a Director convene a meeting of the Board.

(d) **Notice of meetings of the Board**

- (i) Notice of every Board meeting will be given to each Director who is within Australia, but it is not necessary to give notice to any Director who is outside Australia.
- (ii) Notice of a meeting of the Board may be given in writing or by email, radio, telephone, closed-circuit television or any other electronic means of audio, electronic or audio-visual communications permissible by Law.

(e) **Meetings of electronic means**

- (i) Without limiting the discretion of the Directors to regulate their meetings under clause 24(a), the Directors may, if they think fit, confer by radio, email, telephone, closed circuit television or any other electronic means of audio or audio-visual communication permissible by Law.
- (ii) Notwithstanding that the Directors are not present together in one place at the time of the conference, a resolution passed by such a conference will be deemed to have been passed at a meeting of the Directors held on the day on which and at the time at which the conference was held.
- (iii) The provisions of this Constitution relating to proceedings of Directors apply to such conferences to the extent that they are capable of applying, and with the necessary changes.
- (iv) A Director present at the commencement of the conference will be conclusively presumed to have been present and, subject to other provisions of this Constitution, to have formed part of the quorum throughout the conference.
- (v) Any minutes of a conference of the type referred to in clause 24(e)(i) purporting to be signed by the chairperson of that conference or by the chairperson of the next succeeding meeting

of Directors will be sufficient evidence of the observance of all necessary formalities regarding the convening and conduct of the conference.

- (vi) When by the operation of clause 24(e)(ii) a resolution is deemed to have been passed at a meeting of the Board, that meeting will be deemed to have been held at such place as is determined by the chairperson of the relevant conference, provided that a least one of the Directors who took part in the conference was at such place for the duration of the conference.

(f) **Votes at meetings of the Board**

Motions and resolutions arising at any meeting of the Board will be decided by a majority of votes and each Director has one vote.

(g) **Casting vote for chairperson of the Board**

Subject to the Law, in case of an equality of votes the chairperson of a meeting of the board will have a second or casting vote.

(h) **Chairperson and deputy chairperson of the Board**

- (i) The Directors may elect a chairperson of the Board.
- (ii) The Directors may also elect a deputy chairperson who in the absence of the chairperson at a meeting of the Board may exercise all the powers and authorities of the chairperson.
- (iii) If no chairperson or deputy chairperson is elected or if at any meeting the chairperson or deputy chairperson is not present within half an hour of the time appointed for holding the meeting or is not willing to act as chairperson for all or part of that meeting, the Directors present will choose one of their number to be chairperson for all or part of that meeting, the Directors present will choose one of their number to be chairperson of that meeting or part of that meeting (as the case may be).
- (iv) The Directors may determine the period for which a person elected as chairperson or deputy chairperson is to hold office.
- (v) If the Directors do not make such a determination under clause 24(h)(iv) then the person concerned will hold office until otherwise resolved by the Directors or until the person ceases to be a Director.
- (vi) If the Directors do make such a determination then the person concerned will hold office until the first to occur of the expiration of that period, the person ceasing to be a Director or the Directors at any time during that period resolving that the person will from that time cease to hold that office.

-
- (vii) When a Director who is the chairperson or deputy chairperson retires at an annual general meeting either by retirement or otherwise and is re-appointed or re-elected as a Director at that meeting, that chairperson or deputy chairperson will not by that fact alone cease to be the chairperson or deputy chairperson as the case may be.

- (i) **Committees**

- (i) The Board may delegate any of their powers to committees consisting of one or more Members who are Directors as they think fit, and the Directors may revoke that delegation.
- (ii) A committee will conform to any directions and regulations that may be imposed upon it by the Board in that exercise of its powers.
- (iii) So far as they are capable of application and with the necessary changes, the provisions of the clauses for regulating the meetings and proceedings of the Board govern the meetings and proceedings of committees of two or more Members to the extent that the same are consistent with any directions and regulations made by the Directors.
- (iv) Unless otherwise specified in the minute of the Board appointing the committee, the quorum of all committees shall consist of a majority of the Members of each committee.

- (j) **Defects in appointment or qualifications of Directors**

All acts done at any meeting of the Board or of a committee of the Board or by any person acting as a Director will be as valid as if every such person or committee had been duly appointed and every Director was qualified and entitled to vote, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a Director or of the committee or of the person acting as aforesaid, or that any Director was disqualified or not entitled to vote.

- (k) **Written resolutions of Directors**

- (i) If all of the Directors required to be given notice of a meeting as specified in clause 24(d), being not less than the number of Directors required to constitute a quorum for a meeting of the Board, have signed a document containing a statement that they are in favour of a resolution of the Board in terms set out in the document or documents as the case may be, a resolution in those terms will be deemed to have been passed at a meeting of the Board held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document or documents on different days, on the day on which, at that the time at which the document was last signed by a Director.

-
- (ii) For the purposes of this clause 24(k):
 - (1) two or more separate documents containing statements in identical terms each of which is signed by one or more Directors will together be deemed to constitute one document contained a statement in those terms signed by the Directors;
 - (2) a reference to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution; and
 - (3) any document so signed by a Director may be received by the Company at the Office (or other place agreed by the Directors) by post, by facsimile or other electronic means or by being delivered personally by that Director.

25. Appointment, Removal and Remuneration of Directors

(a) Election of Board

The Board shall be elected by the general body of Members from persons nominated:

- (i) not less than three weeks before the day fixed for the annual general meeting any nominations for the offices of Directors shall be delivered to the Secretary; and
- (ii) not less than five of the Directors to be elected shall be Members of the management committee of Redcliffe District Rugby League Football Club.

(Such qualification being hereinafter referred to as "the special qualification"). The remaining two Directors to be elected shall be elected from Members of the Company.

(b) Number of Directors

- (i) Subject to clause 25(b)(ii), the number of Directors will, subject to any applicable legislation, be such number not less than three nor more than 7 as the Directors may determine, provided that the Directors shall not reduce the number of Directors below the number in office at the time of such determination.
- (ii) The Company in general meetings may, by ordinary resolution, increase or reduce the maximum or minimum number of Directors, provided that the minimum will not be less than three.
- (iii) The first Directors will be appointed by the Current Members or a majority of them.

(c) **Limited ability of Directors to act during vacancies**

The continuing Directors may act notwithstanding any vacancy in their number but for as long as the number of Directors is below the minimum fixed by this Constitution, the Directors will not act except in emergencies or for the purpose of filling up vacancies or convening a general meeting of the Company.

(d) **Director must be Member**

A Director must be a Member of the Company.

(e) **Remuneration of Directors**

No Director shall receive any remuneration for his or her service in his or her capacity as Director unless the Directors otherwise resolve and it is permissible by Law for a Director to be remunerated.

(f) **Directors may attend and speak at general meetings**

A Director is entitled to receive all notices to be served or given under clause 19(h) and is entitled to attend and speak at all meetings the subject of such notices and at every meeting of every class of Membership.

(g) **Directors may fill casual vacancies and may appoint additional Directors**

(i) The Directors have power to appoint any person as a Director either to fill a casual vacancy or as an addition to the Directors, but the total number of Directors will never exceed the maximum number fixed by this Constitution.

(ii) Any Director so appointed will retire at the next following annual general meeting of the Company and will then be eligible for re-election.

(h) **Appointment of Directors by general meeting**

Subject to the provisions of this Constitution, the Company in a general meeting may by ordinary resolution appoint new Directors.

(i) **Resignation of Directors**

A Director may resign from office on giving the Company notice in writing.

(j) **Removal of Directors by general meeting**

Subject to the Law, the Company in a general meeting convened on at least 21 days notice may by ordinary resolution:

(i) remove any Director; and

-
- (ii) appoint another qualified person in place of that Director.
- (k) **Suspension of Director guilty of prejudicial behaviour**
- (i) If the conduct or position of any Director is such that continuance in office appears to a majority of the Directors to be prejudicial to the interests of the Company, a majority of the Directors at a meeting of the Directors specially convened for that purpose may suspend that Director.
 - (ii) Within 14 days of the suspension, the Directors will call a general meeting at which the Members may either confirm the suspension and remove that Director from office in accordance with clause 25(j) or annul the suspension and reinstate that Director.

(l) **Vacation of office of Director: automatic**

The office of a Director is vacated if that Director:

- (i) dies;
- (ii) becomes of unsound mind or a person who person or estate is liable to be dealt with in any way under the law relating to mental health;
- (iii) is absent without the consent of the Directors from all meetings of the Directors held during a period of three months and the Directors resolve that his or her office be vacated;
- (iv) resigns the office of Director in accordance with clauses 25(i) or 27(c);
- (v) is removed under the provisions of clauses 25(j) or 27(d);
- (vi) ceases to be a Director by virtue of clause 27(d);
- (vii) becomes bankrupt or suspends payment or liquidates by arrangement or compounds with or assigns his or her estate for the benefit of his or her creditors; or
- (viii) otherwise ceases to be, or becomes prohibited from being, a Director by virtue of the Law.

26. Retirement of Directors

(a) **Retirement of Directors at annual general meetings in certain circumstances**

At every annual general meeting, at which by ordinary resolution it is determined that it shall happen, all of the non-executive Directors shall retire from office and be eligible for re-election.

(b) **Retiring Director stays for meeting**

A Director retiring will retain office until the dissolution or adjournment of the general meeting at which the Director retires.

(c) **Election of Directors by general meeting**

Subject to the provisions of this Constitution, the Company in general meeting at which any Director retires or at the conclusion of which any Director ceases to hold office may fill up all or any of the vacated offices by electing a like number of persons to be Directors.

(d) **Director may continue if place not filled**

If the vacated office is not filled by election, the retiring Director, if offering him or herself for re-election and not being disqualified under the Law from holding office as a Director, is deemed to have been re-elected unless at that meeting:

- (i) it is expressly resolved not to fill the vacated office at that time; or
- (ii) a resolution for the re-election of that Director is put and lost.

(e) **Nomination of Directors for office**

(i) No person other than Director retiring in accordance with this Constitution is eligible for election to the office of Director at any general meeting unless in the case of a person whose nomination is recommended by the Directors, at least 21 days, and in any other case, at least 30 Business Days before the meeting there has been left at the Office:

- (1) a notice in writing signed by a Member duly entitled to attend and vote at the meeting for which such notice is given of that Member's intention to propose the person for election; and
- (2) notice in writing signed by the person of his or her willingness to be elected.

(ii) Members duly entitled to attend and vote at the meeting may also propose themselves for election in accordance with this Constitution. Notice of each and every candidature will be given to all Members at least 21 days before the meeting at which the election is to be held.

(f) Nominations for election for the Directors shall be made in writing and signed by two Members of the Company and by the nominee signifying his or her consent to the nomination.

(g) The Secretary shall, if so directed by the Chairperson, notify Members of the names of the candidates and their proposers.

-
- (h) If the full number of candidates for the positions of Directors is not nominated as prescribed, additional nominations may, with the consent of the nominee or nominees, be made at the meeting. If there are more than the required number nominated, an election by ballot shall take place, but if there is only the requisite number nominated, the Chairperson, shall declare those nominated as duly elected.
- (i) An election by ballot of the Members of the Board shall be conducted in the following manner:
- (i) the ballot shall be conducted between the hours of 11am and 8pm on the four days during the seven days preceding the day fixed for the annual general meeting or as the Board may direct;
 - (ii) the ballot shall be conducted at the place appointed for the holding of such meeting;
 - (iii) the voting papers shall contain in alphabetical order the names of all duly nominated candidates for the respective positions;
 - (iv) the voter shall complete his or her voting paper by striking out the names of the candidates for whom he or she does not wish to vote and thus leave the name or names of the candidate or candidates for whom he or she votes;
 - (v) the ballot shall be conducted by the Secretary or other authorised person appointed by the Directors assisted by scrutineers to be appointed by the Directors. Each candidate will also have the right to appoint one scrutineer if he or she so desires;
 - (vi) at the closing of the poll, the Secretary or other authorised person assisted by the scrutineers shall proceed with the examination of the voting papers and shall report the result to the chairperson of the meeting who shall then declare the candidate or candidates who received the greatest number of votes to be duly elected;
 - (vii) any voting paper upon which the votes are not recorded for the exact number of candidates to be elected shall be rejected as informal;
 - (viii) in case of doubt as to the formality of the voting paper, the matter shall be referred to the chairperson whose decision shall be final;
 - (ix) in the event of an equal number of votes in favour of two or more candidates, the chairperson of the meeting shall have a casting vote or votes so as to ensure the election of not more than the number necessary to fill the vacancies.

27. Managing Director and Executive Directors

(a) Appointment of Managing Director

The Directors may appoint one or more of their number as Managing Director:

- (i) either for a fixed term or without any limitation as to the period for which the person appointed is to hold the office; and
- (ii) subject to this Constitution, on any terms and conditions that the Directors determine.

(b) Removal, suspension, replacement of absent Managing Director

- (i) Subject to the provisions of any contract between a Managing Director and the Company, the Directors may remove or dismiss or suspend a Managing Director from that office and appoint another or others in his or her place, or appoint a temporary substitute for a Managing Director while the Managing Director is absent or unable to act.
- (ii) No Managing Director is entitled to attend or vote at any meeting of Directors while under suspension from office.

(c) Retirement of Managing Director

Subject to the provisions of any contract between each Managing Director and the Company, a Managing Director is subject to the same provisions as to resignation and removal as the other Directors, and will immediately cease to be a Managing Director if for any reason he or she ceases to hold the office of Director.

(d) Executive Directors ceasing to be an employee

- (i) Each Executive Director ceases to be a Director on ceasing to be a full time employee of the Company or a related body corporate of the Company.
- (ii) A person ceasing to be a Director by virtue of this clause will not for that reason alone be rendered ineligible for appointment or election as a Director under any other clause.

(e) Powers of Managing Director and Executive Directors

- (i) The Directors may entrust to and confer on each Managing Director and each Executive Director such of the powers exercisable under this Constitution by the Directors as they think fit.
- (ii) The Directors may so confer any such powers for the time and to be exercised for any objects and purposes and on any terms and conditions and with such restrictions as they think fit.

-
- (iii) The Directors may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may revoke, withdraw, alter or vary all or any of the powers.
 - (iv) Notwithstanding any provision of this Constitution, every Managing Director and Executive Director will at all times and in all respects be subject to the control of the Directors.

28. Associate Directors

(a) Appointment and removal of Associate Directors

The Directors may appoint any person to be an Associate Director and may cancel that appointment.

(b) Powers of Associate Directors

- (i) The Directors may fix, determine and vary the powers and duties of any person appointed as an Associate Director.
- (ii) An Associate Director need not be a Member of the Company, and does not have any right to attend at any meeting of the Directors, except by the invitation of the Directors.
- (iii) If an Associate Director attends any Directors' meeting, he or she will not be counted in a quorum and does not have the right to vote.

29. Minutes

(a) Minutes of all proceedings to be kept

The Directors will cause minutes of:

- (i) all proceedings and resolutions of meetings of Members;
- (ii) all proceedings and resolution of meetings of the Directors, including meetings of committees of Directors;
- (iii) all resolutions passed by Members without a meeting; and
- (iv) all resolutions passed by the Directors without a meeting,

to be duly entered in books kept for that purpose in accordance with the Law.

(b) Minutes to be signed by chairperson

The Directors will cause the minutes referred to in clauses 29(a)(i) and 29(a)(ii) to be signed by:

-
- (i) the chairperson of the meeting at which the proceedings took place or at which the resolutions were proposed; or
 - (ii) the chairperson of the next succeeding meeting.

(c) **Minutes to be presumed accurate**

Where the minutes referred to in clauses 29(a)(i) and 29(a)(ii) are signed in accordance with clause 29(b), those minutes shall be presumed to be an accurate record of the relevant proceedings and resolutions unless the contrary is proved.

(d) **Inspection of minutes of general meetings**

Books containing the minutes of proceedings of meetings of Members will be open for inspection by any Member without charge.

30. Secretary

(a) **Appointment and removal of Secretary**

A Secretary or Secretaries will be appointed by the Directors in accordance with the Law for such term and on such conditions as they think fit, and any Secretary so appointed may be removed by the Directors.

(b) **Acting Secretary**

The Directors may appoint a person as an acting Secretary or as a temporary substitute for a Secretary who for the purpose of this Constitution will be deemed to be a Secretary.

31. Local Management

(a) **Management in specified localities**

- (i) The Directors may provide for the management and transaction of the affairs of the Company in any specified locality whether in the State or elsewhere in such manner as they think fit.
- (ii) The provisions contained in clauses 31(b), 31(c) and 31(d) are without prejudice to the general powers conferred by this clause 31.

(b) **Local boards and management committees**

- (i) The Directors may establish any local boards, management committees or agencies for managing any of the affairs of the Company in the specified locality.

-
- (ii) The Directors may appoint any persons to be Members of local boards or any managers or agents, and may fix their remuneration.
 - (iii) The Directors may delegate to those appointees any of the powers, authorities and discretions for the time being vested in the Directors other than the power of making calls, and may authorise some or all of the Members for the time being of any local board to fill up any existing vacancies and to act notwithstanding vacancies.
 - (iv) An appointment or delegation may be made on any terms and subject to any conditions as the Directors think fit.
 - (v) The Directors may remove any appointee and revoke or vary that delegation.

(c) **Members of local boards and management committees may be attorneys or agents of Directors**

An appointment of an attorney or agent under clause 18(i) if the Directors think fit may be made in favour of the Members or any of the Members of any local board or management committee or agency established as aforesaid or in favour of any corporation or of the Members, Directors, nominees or managers of any corporation or firm, or in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors.

(d) **Power of sub-delegation**

Any such local board, management committee or agency established as aforesaid may be authorised by the Directors to sub-delegate all or any of the authorities and discretions for the time being vested in them.

32. Execution of Documents

(a) **Custody and use of Seal**

- (i) The Directors may provide a Seal for the Company and will provide for the safe custody of that Seal.
- (ii) The Seal will only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf.

(b) **Execution of documents**

- (i) The Company may execute a document using a Seal if affixed to the document and the affixing of the Seal is witnessed by:

-
- (1) two Directors;
 - (2) a Director and a Secretary; or
 - (3) a Director and another person appointed by the Directors for this purpose.
- (ii) The Company may execute a document without using a Seal if the document is signed by:
- (1) two Directors;
 - (2) a Director and a Secretary; or
 - (3) a Director and another person appointed by the Directors for this purpose.
- (iii) The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with clauses 32(b)(i) or 32(b)(ii).

(c) **Facsimile signature under Seal**

The Directors may determine either generally or in a particular case and in any event subject to such conditions as they think it that wherever a signature is required by this Constitution on a document to or in which the Seal is affixed or incorporated, that requirement will be satisfied by a facsimile of the signature affixed by mechanical or other means.

(d) **Effect of sealing**

Any instrument bearing the Seal if issued for valuable consideration will be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same, or the circumstances of its issue.

33. Accounts

(a) **Company to keep**

The Company will keep such accounting and other records of the business of the Company as it is required to keep by the Law.

(b) **Annual accounts to be laid before annual general meeting**

At the annual general meeting in every year the Directors will lay before the Company the financial report for the last financial year of the Company, together with such other accounts, reports and statements as are required by the Law.

(c) **Copy of accounts to be sent**

Other than those Members who have provided written notice to the Company stating that they do not wish to receive a copy of every document which is required to be laid before each annual general meeting by clause 33(a), a copy of these documents will be sent to all persons entitled to receive notices of meetings of the Company's Members together with the notice of meeting, as required by the Law.

(d) **Accounts conclusive**

Every account of the Directors when audited and approved or received by a general meeting at which it is presented will be conclusive except as regards any material error discovered in it within three months next after its approval or adoption. Whenever any material error is discovered within that period the account will forthwith be corrected and then it will be conclusive.

(e) **Accounts and audit**

(i) The Board shall keep correct accounts and books showing the financial affairs of the Company including but not limited to:

- (1) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (2) all sales and purchases of goods by the Company;
- (3) the assets, credits and liabilities of the Company.

(ii) The books of account shall be kept at the registered office of the Company or at such other place as the Board thinks fit and shall always be open to inspection by the Directors.

(iii) The Board shall comply with the provisions of the Law and once a year prepare a balance sheet at the end of the Company's financial year and an income and expenditure account made up to the end of the financial year and shall, together with the report of the Board and the auditor's report, be provided at the annual general meeting of the Company.

(iv) The report of the Board referred to in clause 33(e)(iii) shall include statements showing:

- (1) the amount written off for depreciation;
- (2) the amount (if any) which the Board proposes to transfer to the reserve fund or funds of the Company;
- (3) the number of Members of each class registered in the Register at the date of preparation of the report;
- (4) the names of the Directors.

-
- (v) A copy of the balance sheet, auditor's report and income and expenditure account accompanied by a copy of the report of the Board shall be posted to every Member (other than temporary members) at least seven clear days before the date of the general meeting at which the said accounts and reports are to be presented.

34. Auditors: Appointment and Removal

The auditors of the Company will:

- (a) be appointed and may be removed as provided in the Law; and
- (b) perform the duties and have the rights and powers as may be provided in the Law.

35. Adoption and Amendments of Constitution

(a) **Amend or repeal**

Members may amend or repeal this Constitution, or a provision of this Constitution by special resolution passed at either an annual general meeting or an extraordinary general meeting.

(b) **Notice**

A notice of the proposed alterations must be provided to every Member in accordance with clause 36 at least 30 days prior to the date of the meeting.

(c) **Special resolution**

A special resolution amending, adopting or repealing this Constitution takes effect:

- (i) If no later date is specified in the resolution, then on the date on which the resolution is passed; or
- (ii) On a later date specified in, or determined in accordance with, the resolution.

(d) **Copy of resolution**

The Company must send a copy of this Constitution (as amended from time to time) to a Member within seven days if the Member:

- (i) Asks the Company, in writing, for a copy; and
- (ii) Pays any fee required by the Company (at the Company's sole discretion).

36. Secrecy

(a) Members not entitled to discovery

- (i) The Directors will determine whether or to what extent, at what time and place or places, and under what conditions, the accounting records and other documents of the Company will be open to the inspection of Members other than Directors.
- (ii) Subject to the Law, (but excluding section 247D of the Law), a Member not being a Director does not have the right, but may in the absolute discretion of the Directors be authorised, to inspect or to require or receive any information, or to require discovery of any record or document of the Company or any information respecting any detail of the Company's trading or business, or any matter which is or may be in the nature of a trade secret, confidential information, mystery of trade or secret process which may relate to the conduct of the business of the Company.

(b) Officers of Company not to disclose information

- (i) Every Director, Managing Director, manager, Secretary, auditor, trustee, member of a committee, agent, accountant or other Officer is bound to observe secrecy with respect to all transactions of the Company with its customers, the state of the account of any individual and all related matters.
- (ii) If required by the Directors, every such person will, before commencing that person's duties or employment or at any time afterwards, sign and make a declaration in a book to be kept for that purpose that they will not reveal or make known any of the matters, affairs or concerns which may come to their knowledge as Director, Managing Director, manager, Secretary, auditor, trustee, member of a committee, agent, accountant or other Officer and whether relating to transactions of the Company with its customers or the state of the account of any individual or to anything else, to any person or persons except in the course and in the performance of their duties, or under compulsion or obligation of law, or when officially required so to do by the Directors or by the auditors for the time being, or by any general meeting of Members.

37. Notices

(a) Method of service of notices

A notice may be served by the Company on a Member or other person receiving notice under this Constitution by any of the following methods:

- (i) by serving it personally on the Member;

-
- (ii) by leaving it at the address of the Member in the Register;
 - (iii) by sending it by post in a prepaid letter, envelope or wrapper addressed to the Member at the address of the Member in the Register;
 - (iv) by emailing it to the email address (or to any other electronic contact details) nominated by the Member for the purposes of serving notices on the Member; or
 - (v) by sending it by facsimile transmission to a facsimile number nominated by the Member for the purpose of serving notices on the Member.

For the purposes of clauses 37(a)(ii) and 37(a)(iii), a Member may provide the Company with an address or email address (or other electronic contact details provided by the Member) other than that of the address of the Member in the Register for the purpose of serving notice on that Member.

(b) **Notification of address, email address, facsimile number or other electronic contact details**

Each Member whose address in the Register is not in Australia may at any time notify in writing to the Company an email address (or any other electronic contact details for the Member), an address, or facsimile number in Australia which will be deemed to be that Member's address in the Register or facsimile number within the meaning of clause 37.

(c) **Notice to overseas Members without Australian address**

If the address of a Member in the Register is not within Australia, all notices will be posted by air mail, emailed or sent by facsimile transmission or air courier or by any other method permissible by Law.

(d) **Notice to Members with no Queensland address registered with the Company**

If a Member has no registered address within the State of Queensland and has not supplied to the Company an address within Queensland for the giving of notices, a notice emailed to the Member (or forwarded to the Member by any other method permissible by Law) shall be deemed to be served on the Members upon the expiration of 24 hours after the notice is posted.

(e) **Notice by advertisement**

Any notice by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them by advertisement will unless otherwise stipulated by sufficiently advertised if advertised once in a daily newspaper circulating in the States and Territories of Australia.

(f) **Time of service by post**

Any notice sent by post, air mail or air courier will be deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier, and in proving service it will be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any manager, Secretary or other Officer of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted in conclusive evidence thereof.

(g) **Time of service by facsimile transmission**

Any notice sent by facsimile transmission will be deemed to have been served on receipt by the Company of a transmission report confirming successful transmission.

(h) **Time of Service by email**

Any notice sent by email will be deemed to have been served when it is received by the Member's mail server.

(i) **Signatures on notices**

The signature to any notice to be given by the Company may be written or printed or a facsimile thereof may be affixed by mechanical or other means.

(j) **Calculation of notice period**

Where a period of notice is required to be given, the day on which the notice is dispatched and the day of doing the act or other thing will not be included in the number of days or other period.

38. Officers: Indemnities and Insurances

(a) **Indemnities**

To the extent permitted by law:

- (i) the Company indemnifies every person who is or has been an Officer of the Company or of an wholly owned subsidiary of the Company against any liability for costs and expenses incurred by that person in defending any Proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person under the Law;
- (ii) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly owned subsidiary of the

Company against any liability incurred by the person, as an Officer of the Company or of a wholly owned subsidiary of the Company, to another person (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith; and

- (iii) every Director and Member of any committee constituted under this Constitution, the Secretary, the Officers and any person (whether an Officer of the Company or not) employed by the Company as auditor shall be indemnified out of the funds of the Company against all liability incurred by him or her in defending any proceedings whether civil or criminal in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application under the Law in which relief is granted to him or her by the court.

(b) **Insurance**

To the extent permitted by law, the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:

- (i) incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company or otherwise arising out of the Officer's holding such office, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of sections 232(5) or (6) of the Law; or
- (ii) for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.

(c) **Interpretation**

In clauses 38(a) and 38(b):

- (i) The term "Proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as such an Officer or in the course of acting in connection with the affairs of the Company or a wholly owned subsidiary (in clause 38(a)) or subsidiary (in clause 38(b)) of the Company or otherwise arising out of the Officer's holding such office (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly owned subsidiary (in clause 38(a)) or subsidiary (in clause 38(b)) of the Company).
- (ii) The term "Officer" has the meaning given to that term in section 241(4) of the Law.

39. Miscellaneous

- (a) Any heading attached to any of these clauses shall not affect the construction.
- (b) No Member shall give any money, fee or gratuity or other gift or any tip to any employee of the Company in any circumstances whatsoever except in the course of a general collection approved by the Directors. Any breach of this clause may in the discretion of the Directors be deemed conduct unbecoming of a Member and prejudicial to the interests of the Company and dealt with by the Board accordingly.
- (c) No visitor shall be supplied with liquor on the Company's premises unless on the invitation of and in the Company of a Member.
- (d) No liquor shall be sold or supplied to any person under 18 years of age and no such person shall have or consume any liquor upon the Company premises.
- (e) No person other than the Company or its Members shall directly or indirectly derive any profit or advantage from the fact that the Company is or may be registered in accordance with the provisions of the Liquor Act 1992 (Qld) or the Gaming Machine Act 1991 (Qld) as amended from time to time or from any added value which may accrue because of such registration to the land upon which the Company's premises are situated.