

CORPORATIONS ACT 2001

A PUBLIC COMPANY LIMITED BY
GUARANTEE AND NOT HAVING A SHARE
CAPITAL

CONSTITUTION

Adopted at the Annual General
Meeting on 17 May 2022

Table of Contents

PART 1 - GENERAL	7
1. NAME OF THE CLUB	7
2. NATURE OF THIS CONSTITUTION	7
3. OBJECTS OF THE CLUB	7
3.1 Objects of the Club	7
3.2 Where the Club may operate?	8
3.3 How may the Club pursue its objects?	8
3.4 Specific legislation prevails	8
3.5 Registered Clubs Act requirements	8
4. APPLICATION OF INCOME AND PROPERTY	10
PART 2 - MEMBERSHIP	11
5. MEMBERS	11
5.1 Restrictions on membership	11
5.2 Classes of members	11
5.3 Full members	11
5.4 Ordinary Members	11
5.5 Social Members	12
5.6 Life Members	13
5.7 Employee Members	14
5.8 Junior Members	14
5.9 Honorary Members	15
5.10 Provisional Members	16
5.11 Temporary Members	17
5.12 Members' rights	18
5.13 Amalgamations	19
6. ADMISSION AS A MEMBER	21
6.1 Membership Application	21
6.2 Consideration of Application	21
6.3 Election of Full Members	21
7. FEES	22
7.1 Membership fees	22
7.2 Entrance fees	22
7.3 Annual subscriptions	22
7.4 Non-payment of entrance fees or annual subscriptions	23
7.5 Life members not required to pay further fees	24
8. MEMBERS' CODE OF CONDUCT	24
9. DISCIPLINARY PROCEEDINGS CODE	24
10. CEO'S POWER TO BAN ENTRY, REMOVE OR IMMEDIATELY SUSPEND	24
11. BANNED OR SELF-EXCLUDED MEMBERS	25
12. REGULATION OF SUSPENSIONS	26
13. RESIGNATION AND TERMINATION OF MEMBERSHIP	26
14. MEMBER IDENTIFICATION	27
15. PLAYER REWARD SCHEMES; STORED VALUE CARDS; PLAYER CARDS	27
16. EMPLOYEES AND FORMER EMPLOYEES	28
17. GUESTS	29
PART 3 - MEETINGS	30
18. ANNUAL GENERAL MEETINGS	30

18.1	Convening AGMs	30
18.2	Questions at an Annual General Meeting.....	30
18.3	Questions for the auditor at an Annual General Meeting.....	30
18.4	Business of an Annual General Meeting	31
19.	GENERAL MEETINGS	31
19.1	Convening General Meetings.....	31
19.2	Notice of a General Meeting.....	31
19.3	Auditors	31
19.4	Restrictions on the admission of new members pending a General Meeting	32
19.5	Chair of the General Meeting	32
19.6	Admission to a General Meeting	32
19.7	Quorum for a General Meeting.....	33
19.8	Decisions made in a General Meeting.....	33
19.9	Cancellation or postponement of a General Meeting	34
19.10	Adjournment	35
19.11	May a non-member address a General Meeting?	35
19.12	Proxies.....	35
19.13	Minutes	35
19.14	Annual Reports.....	35
19.15	Meeting Standing Orders.....	35
19.16	Financial year	36
PART 4 -	BOARD AND ELECTIONS.....	36
20.	REGULATION OF THE COMPOSITION OF THE BOARD AND BOARD ELECTIONS ...	36
PART 5 -	BOARD GOVERNANCE	36
21.	POWERS OF THE BOARD.....	36
21.1	Responsibility of the Board.....	36
21.2	Powers of the Board.....	36
21.3	Powers of the Board to make By-laws.....	38
22.	DIRECTOR'S CONFLICT OF INTEREST	39
23.	OTHER RELATIONSHIPS	40
24.	OTHER ACCOUNTABILITY AND TRANSPARENCY OBLIGATIONS	41
25.	VALIDITY OF DIRECTOR'S APPOINTMENT.....	42
26.	BOARD CHARTER.....	42
27.	DIRECTOR CODE OF CONDUCT	42
28.	DISCLOSURES AND ALSO ACCOUNTABILITY AND DISCLOSURES PROTOCOL.....	43
29.	PROCEEDINGS OF THE BOARD.....	43
30.	WHO CHAIRS BOARD MEETINGS?.....	44
31.	WHAT IS THE QUORUM FOR A BOARD MEETING?.....	44
31.1	Quorum	44
31.2	Lack of quorum.....	44
31.3	Acting whilst there is a casual vacancy	44
31.4	Technology may be used to assist the Board.....	45
32.	MINUTES, ACCOUNTS, REGISTERS AND RECORDS	46
33.	COMMITTEES OF THE BOARD	46
PART 6 -	CEO	47
34.	NATURE OF THE POSITION OF THE CEO	47
PART 7 -	RISK ALLOCATION.....	47
35.	INSURANCE AND INDEMNITY OF OFFICERS	47

PART 8 - PROVISION FOR SECTIONS	48
36. SECTIONS	48
PART 9 - CLUB OPERATIONS	50
37. CLUB OPERATIONS	50
37.1 Club not to extend credit	50
37.2 Club notice board	50
37.3 Club must keep registers of members	50
38. Amending this Constitution	51
39. REPLACEABLE RULES	51
40. NOTICES, MEETINGS AND VOTING – REQUIREMENTS AND FACILITATION	52
40.1 Mandatory requirements of legislation	52
40.2 Inconsistencies	52
40.3 Section 30C of the RCA	52
40.4 Giving of notice	52
40.5 Electronic notices	52
40.6 Election to receive documents in hard copy	52
40.7 Electronic addresses	53
40.8 Deemed receipt	53
40.9 Sending of duplicates	53
40.10 Possible alternatives for participation and voting	53
40.11 Annual Reports	53
41. ELECTRONIC COMMUNICATIONS AND TECHNOLOGY INCLUDING PERSONAL EMAIL ADDRESSES – ADDITIONAL PROVISIONS	53
42. PRIVACY	55
43. PARTICIPATION IN ANY CLUB ACTIVITY, PROMOTION OR COMPETITION	55
44. THE CLUB MAY OFFER PROMOTIONS	56
45. LIABILITY OF MEMBERS AND FINISHING THE CLUB	57
45.1 Liability of members	57
45.2 What the Club may do with its income and assets in a winding up	57
PART 10 - DEFINITIONS AND INTERPRETATION	57
46. DEFINITIONS	57
46.1 Interpretation	58
Attachment 1 Members' Code of Conduct	60
1. Observance of policies	60
2. Bag Policy	60
3. Gambling On Club Premises	61
4. Club Property including Signage	61
5. Risky or otherwise inappropriate activities and behaviour	61
6. Damages	62
7. Animals	62
8. Exemptions	63
9. Complaints	63
10. Use of Club name	63
11. Use of Club premises and facilities	63
12. Restricted Access	64
13. Member ID Cards	64

14.	Guests	64
15.	Entry to Club premises	64
16.	Risk waivers and acknowledgements	65
17.	Meetings and functions	65
18.	Sporting amenities	65
19.	Takeaway liquor.....	65
20.	Food and liquor brought to premises.....	65
21.	Conduct of Members.....	65
22.	Recording of misconduct at premises	68
	Attachment 2 Disciplinary Proceedings Code	70
1.	Board may discipline members	70
2.	Delegation to disciplinary committee	70
3.	No fines	70
4.	Who can make a complaint	71
5.	Complaints to be made to the Board.....	71
6.	Investigation of a complaint	71
7.	Proposal to disqualify a director	72
8.	Disciplinary actions.....	72
9.	Hearing Notices	72
10.	Adjournment	74
11.	Resignation in the face of a Hearing Notice.....	74
12.	Member response/notification.....	74
13.	Non-attendance.....	75
14.	Disciplinary hearing timing	75
15.	Conduct of the hearing	75
16.	Recordings.....	76
17.	Witnesses.....	76
18.	Other evidence.....	77
19.	Representation/support person	77
20.	English language.....	77
21.	Executives, staff and Club legal adviser at a disciplinary hearing	78
22.	Conduct at the hearing and security risks	78
23.	Voting at a disciplinary hearing	79
24.	Penalties.....	79
25.	Nature Of Disciplinary Powers	80
26.	Exclusion of claims	80
27.	Application to all Full members	81
28.	Power to suspend on issue of a Hearing Notice	81
	Attachment 3 Board and Board Elections Regulations.....	82
1.	COMPOSITION OF THE BOARD.....	82
2.	TRIENNIAL RULE.....	82

3.	Election of Office Bearers.....	84
4.	Nominations Committee	85
5.	Nomination.....	86
5.1	Who is eligible for nomination for election to the Board?.....	86
6.	Disqualification from being a director	87
7.	Exemption from disqualification	88
8.	Limit on number of directors from a single interest group	88
8.1	Basic Limit	88
8.2	Definition of a Single Interest Group.....	88
8.3	Exclusions	89
8.4	Voting Procedures	89
8.5	Information from Candidates	89
8.6	Operation of the restriction	90
9.	Pre-Nomination Information Session	90
10.	No withdrawal of nomination.....	90
11.	Election By-laws	90
12.	How are Members nominated for election to the Board?	90
13.	How other Members of the Board elected?.....	92
14.	Restrictions on electioneering.....	94
15.	When does a Board position become vacant?	95
16.	Suspension of a Director	96
17.	Removal of a Director	96
18.	What happens if there is a casual vacancy on the Board?	96

PART 1 - GENERAL

1. NAME OF THE CLUB

The name of the Club is Twin Towns Services Club Limited.

2. NATURE OF THIS CONSTITUTION

This Constitution including any By-laws permitted by this Constitution and any attachments referred to in this Constitution have effect as a legal contract:

- (a) between the Club and each member; and
- (b) between the Club and each director and the CEO; and
- (c) between each member and each other member,

under which each person agrees to observe and perform this Constitution and the By-laws so far as they apply to that person. This is provided by section 140(1) of the Corporations Act.

3. OBJECTS OF THE CLUB

3.1 Objects of the Club

The objects of the Club are to:

- (a) be a non-proprietary, not-for-profit members' club conducted in good faith as a club for the benefit of members and their guests;
- (b) provide for members and their guests a social and sporting club with any or all the usual facilities of a club at the discretion of the Board and to the extent from time to time deemed appropriate by the Board including but not limited to:
 - (i) residential accommodation;
 - (ii) sporting accommodation;
 - (iii) other accommodation;
 - (iv) food, liquid and other refreshments;
 - (v) liquor service in accordance with any club liquor licence held by the Club from time to time under the provisions of the Liquor Act;
 - (vi) gaming in accordance with relevant legislation including the Gaming Machines Act;
 - (vii) provision for sporting, musical and educational activities; and
 - (viii) other recreational and social amenities;
- (c) acknowledge and respect the service contributions in their respective fields of those who provide or have provided public service in connection with the communities in which the club has premises including past and present members of the various branches of the Australian Armed Forces;

- (d) make donations or gifts (either in cash or in-kind and whether directly or indirectly), or otherwise lend assistance to others, to support or in furtherance of these objects;
- (e) support through the ClubGRANTS scheme or otherwise, causes, activities and organisations that are for youth, social, literary, sporting, athletic, charitable, community welfare or educational purposes, especially in the vicinity of each of the Club's premises;
- (f) have interests in subsidiaries and other companies, trust funds and other structures or assets, whether or not wholly owned;
- (g) conduct commercial activities of any kind in order to support these objects;
- (h) amalgamate with or to participate in any amalgamation with, another registered club or clubs;
- (i) participate in any de-amalgamation that is permissible under the RCA;
- (j) in furtherance of the objects of the Club, apply for, and obtain and hold one or more club liquor licences under the Liquor Act and gaming machine entitlements under the Gaming Machines Act and conduct itself as a registered club in conformity with the RCA; and
- (k) do and engage in any activity that a company may lawfully do or engage in.

3.2 Where the Club may operate?

The Club may own, occupy or operate any and all premises wherever located that it reasonably decides are appropriate to the pursuit of its objects.

3.3 How may the Club pursue its objects?

The Club may do anything that is legally permitted to help pursue or implement its objects, and may also do anything incidental to its objects or the pursuit of them.

3.4 Specific legislation prevails

This Constitution is subject to the provisions of the RCA, the Liquor Act, the Gaming Machines Act and the Corporations Act. If there is any inconsistency then to the extent necessary to conform with any mandatory provision of that legislation or any other legislation, the provisions of the legislation prevail over the provisions of this Constitution and this Constitution must be read and applied with the minimum necessary changes to conform with the mandatory provisions of legislation.

3.5 Registered Clubs Act requirements

- (a) If any part of this Constitution becomes unlawful under the provisions of the RCA, the Liquor Act or the Gaming Machines Act then this Constitution must be read as if the unlawful part is not part of this Constitution. This does not limit Rule 3.4.
- (b) At all times the membership of the Club must consist of or include not less than the number of members within the definition of "ordinary members" under the RCA, as is prescribed in respect of the Club by section 12 of the RCA.
- (c) At all times the Club must have at least one set of premises of which it is the bona fide occupier for the purposes of the Club and which are provided and maintained

from the funds of the Club (the **RCA Premises**, which refers to each set of premises of the Club for which the Club from time to time holds a club liquor licence under the Liquor Act).

- (d) The RCA Premises must contain accommodation appropriate for the purposes of the Club.
- (e) The RCA Premises must contain a properly constructed bar room but must not contain a separate area for the sale or supply of liquor to be carried away from those premises to which area there is direct access from outside any building that is part of those premises.
- (f) No member, whether or not a member of the Board or of any committee, is entitled or may derive, directly or indirectly, any profit, benefit or advantage from the Club that is not offered equally to every Full member of the Club, except to the extent permitted by and in conformity with the provisions of the RCA. However, this provision does not prohibit any profit, benefit or advantage that is permissible under sections 10(6), 10(6A) or 10(7) of the RCA.
- (g) No person other than the Club and its members is entitled to derive, directly or indirectly, any profit, benefit or advantage from the ownership or occupation of the RCA Premises of the Club unless the profit, benefit or advantage is in the form of:
 - (i) reasonable and proper interest paid to a lender on any loan made to the Club that is secured against the premises of the Club, or
 - (ii) reasonable and proper rent or occupation fees paid to the owner of the premises of the Club,being, in either case, a payment arising out of dealings reasonably carried out, or contracts reasonably made, with the Club in the ordinary course of its lawful business.
- (h) The CEO, or any Club employee, or any director or member of any committee, of the Club is not entitled to receive, either directly or indirectly, any payment calculated by reference to:
 - (i) the quantity of liquor purchased, supplied, sold or disposed of by the Club or the receipts of the Club for any liquor supplied or disposed of by the Club, or
 - (ii) the keeping or operation of approved gaming machines in the Club.
- (i) All of the rules deemed to apply to the Club by sections 30 and 30C of the RCA apply.
- (j) The Club must comply with the reporting requirements imposed on the Club under section 38 of the RCA.
- (k) The Club must comply with the accountability and transparency requirements imposed on the Club, directors and Employees by the Accountability Code.
- (l) The business conducted on the RCA Premises of the Club must not be managed or controlled by any person or body other than:
 - (i) the Board, or

- (ii) the CEO, or
 - (iii) a manager (within the meaning of the Liquor Act) of the particular premises, or
 - (iv) a person acting in a capacity referred to in section 41(1) of the RCA in respect of the Club, or
 - (v) a temporary administrator appointed under section 41A of the RCA, or
 - (vi) a person who is exercising functions relating to the management of the business or affairs of the Club under a management contract within the meaning of the Accountability Code, when compliance with the provisions of the Accountability Code.
- (m) The Club must at all times in all respects be conducted in good faith as a club.
 - (n) No Employee may vote at any meeting of the members or of the Board or at any election of the Board, or nominate for or hold office as a member of the Board.
 - (o) Voting by proxy is not permitted at any meeting of members or at any meeting of the Board or any Club committee or in any election of the members of the Board.

4. APPLICATION OF INCOME AND PROPERTY

- (a) The income and property of the Club must be applied solely toward the promotion of the objects of the Club as set out in this Constitution. No portion of the income or property of the Club is to be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or among the members.
- (b) Nothing in this Rule 4 prevents:
 - (i) the payment in good faith of reasonable and proper remuneration to any employed officer or other Employee;
 - (ii) payment in good faith of reasonable and proper remuneration to any member in return for services actually rendered;
 - (iii) the payment of an honorarium in respect of services rendered;
 - (iv) reimbursement of out-of-pocket expenses;
 - (v) payment of interest on money lent or otherwise owing by the Club;
 - (vi) payment for sale or hire of goods or payment of rent for premises let to the Club; or
 - (vii) the payment for any service rendered or goods supplied to the Club in the ordinary course of its operations,

in each case if and to the extent permitted by the RCA.

PART 2 - MEMBERSHIP

5. MEMBERS

5.1 Restrictions on membership

- (a) A person must not be admitted to membership except in accordance with the provisions in this Rule 5.
- (b) All classes of membership are open to both males and females.
- (c) No person under the age of 18 years may be admitted to membership, except as a Junior Member.

5.2 Classes of members

- (a) The five classes of Full members are:
 - (i) Ordinary Members (which may include members in one or more New Classes see Rule 5.13);
 - (ii) Life Members;
 - (iii) Social Members;
 - (iv) Employee Members; and
 - (v) Junior Members (which may include members in one or more New Junior Classes see Rule 5.13).
- (b) The three other classes of membership, with limited rights, are:
 - (i) Honorary Members
 - (ii) Provisional Members; and
 - (iii) Temporary Members.

5.3 Full members

- (a) Ordinary Members, Life Members, Social Members, Employee Members and Junior Members only are Full members of the Club for the purposes of the RCA.
- (b) The number of Full members entitled to vote at the election of the Board must at all times constitute no less than 25% of the total number of Full members at any time. Despite any other provision of this Constitution, the Board may at any time terminate the membership of any Social Member, Employee Member or Junior Member in order to ensure that the Club remains in compliance with this requirement.

5.4 Ordinary Members

- (a) To be eligible for admission as an Ordinary Member, a person must:
 - (i) apply to be an Ordinary Member in accordance with Rule 6.1;

- (ii) be of good character and repute; and
 - (iii) pay any applicable entrance fees.
- (b) Rule 5.10 (Provisional Members) applies.
- (c) Subject to and without limiting any other provision of this Constitution, an Ordinary Member is:
- (i) entitled to notice of any meeting of members;
 - (ii) entitled to attend, speak at and vote at any meeting of members except that an Ordinary Member may not contribute to any debate regarding or vote on any proposed special resolution for, any amendment of this Constitution until they have continuously been a member in that category for at least three years;
 - (iii) entitled to stand for election, and to be appointed, to the Board;
 - (iv) entitled to participate in and vote in any election of Board members; and
 - (v) required to pay annual subscriptions, if any, applicable to the class and category of membership from time to time.

5.5 Social Members

- (a) To be eligible for admission as a Social Member, a person must:
- (i) apply in accordance with Rule 6.1 to be a Social Member;
 - (ii) be of good character and repute; and
 - (iii) pay annual subscriptions, if any, applicable to the class and category of membership from time to time.
- (b) Rule 5.10 (Provisional Members) applies.
- (c) To encourage the take up of long-term membership of the Club by suitable persons through them first becoming Social Members, the Board in its discretion may from time to time adopt and promulgate conditions for one or more membership promotion categories of Social Membership. In each case the conditions must be consistent with the other provisions of this Constitution and will include:
- (i) a title for the membership promotion category;
 - (ii) the subscription fee payable for Social Membership in the membership promotion;
 - (iii) (if applicable) the particular Club venue or venues at which applications for membership in the membership promotion category may be lodged in which case such applications must only be accepted for consideration if physically lodged at the specified venue;
 - (iv) the date when any membership for the membership promotion category will terminate if the applicant is elected to membership (and no application

for membership in that category will be accepted later than one month before that date); and

- (v) the upgrade subscription amount payable by a member in the membership promotion category if they choose to become an Ordinary Member.
- (d) Subject to and without limiting any other provisions of this Constitution, a Social Member is:
- (i) elected to membership as a Social Member (in the relevant membership promotion category if applicable) until the membership is renewed or expires, or the member has become an Ordinary Member;
 - (ii) not entitled to notice of any meeting of members;
 - (iii) not entitled to attend, speak at or vote at any meeting of members;
 - (iv) not entitled to stand for election to the Board;
 - (v) not entitled to participate in or vote in any meeting of any election of Board members;
 - (vi) subject to the other conditions adopted or promulgated for the relevant membership promotion category; and
 - (vii) otherwise entitled to the other privileges of membership.
- (e) The Board, the CEO or any person acting with the authority of the CEO may at any time cancel a person's Social Membership without notice to the person and without notifying the person of the reason for the cancellation. A person whose Social Membership is cancelled, if on the Club's premises, must immediately leave the Club's premises.
- (f) A Social Member before the expiry or termination of their Social Membership may choose to become an Ordinary Member by paying to the Club the then applicable upgrade subscription amount set by the Board. In that case, the member becomes liable to pay full future annual subscriptions for Ordinary Membership as and when they fall due.

5.6 Life Members

- (a) Any Ordinary Member may be elected to Life membership if they have rendered outstanding service to the Club or for any other commendable reason.
- (b) An Ordinary member is, however, not eligible to be elected to Life membership unless they have been a member of the Club for at least ten (10) consecutive years.
- (c) A member is elected to Life Membership by resolution carried at an Annual General Meeting, following the submission to such meeting of a recommendation from the Board.
- (d) No more than two (2) Life Members may be elected at any one Annual General Meeting.
- (e) Subject to and without limiting any other provision of this Constitution, a Life Member is:

- (i) entitled to notice of any meeting of members;
- (ii) entitled to attend, speak at and vote at any meeting of members;
- (iii) entitled to stand for election to the Board;
- (iv) entitled to participate in and vote in any election of Board members;
- (v) a member for life (subject to this Constitution); and
- (vi) not required to pay annual subscriptions.

5.7 Employee Members

- (a) Any Employee may be elected as an Employee Member (See Rule 16).
- (b) An Employee Member is:
 - (i) not entitled to notice of any meeting of members;
 - (ii) not entitled to stand for election to the Board;
 - (iii) not entitled to attend, speak at or vote at any meeting of members, except by the invitation of the meeting;
 - (iv) not entitled to participate in or vote in any election of Board members;
 - (v) not entitled to be elected or appointed as a member of any committee of the Club or of the governing body of any section within the Club;
 - (vi) subject to the provisions of this Constitution; and
 - (vii) required to pay annual subscriptions, if any, applicable to the class and category of membership from time to time (noting that at the date of the adoption of this version of this Constitution, the current determination of the Board is that there is no annual subscription for Employee Members).
- (c) The Board, the CEO or any person acting with the authority of the CEO may at any time cancel a person's Employee Membership without notice to the person and without notifying the person of the reason for cancellation.

5.8 Junior Members

- (a) To be eligible for admission as a Junior Member, a person must:
 - (i) apply to be a Junior Member in accordance with Rule 6.1;
 - (ii) be of good character and repute;
 - (iii) be under the age of 18 years;
 - (iv) satisfy the Board that they are interested in and will, if elected to Junior Membership, take an active part in regular sporting activities organised by the Club; and

- (v) provide written consent from a parent or guardian (who themselves must be an Ordinary Member, Employee Member or Life Member) to the person becoming a Junior Member.
- (b) A Junior Member is:
- (i) required to take an active part in regular sporting activities organised by the Club;
 - (ii) not entitled to notice of any meeting of members;
 - (iii) not entitled to attend, speak at or vote at any meeting of members;
 - (iv) not entitled to stand for election to the Board;
 - (v) not entitled to participate in or vote in any election of Board members;
 - (vi) not entitled to introduce guests to the Club;
 - (vii) only permitted to use those parts of the licensed premises of the Club for which an authorisation under sections 22 or 22A of the RCA is in force (and only in accordance with any such authorisation) but must not be served with or consume alcohol within any Club premises;
 - (viii) otherwise entitled to the other privileges of membership; and
 - (ix) required to pay annual subscriptions, if any, applicable to the class and category of membership from time to time.
- (c) A Junior Member is elected to membership only until midnight at the start of the day on which they attain the age of 18 years at which time their membership automatically terminates without any further or other action by the Club unless they have duly chosen to become an Ordinary Member.
- (d) A Junior Member prior to the expiry or termination of their membership may choose to become an Ordinary Member from the time that they attain 18 years of age by paying to the Club the difference between the current Junior Membership subscription amount paid by the Junior member and the then applicable annual subscription for Ordinary Members.

5.9 Honorary Members

- (a) The Board may, in its sole discretion, confer the status of Honorary Member for a specified term, including for life, on any person who is a prominent citizen or local dignitary.
- (b) The Club is not an RSL or services club within the meaning of section 30A(4) of the RCA. Accordingly the special provisions in relation to Honorary Membership that apply in relation to an RSL or services club, do not apply in relation to the Club.
- (c) When Honorary Membership is conferred on any person the following particulars must be entered in the Club's Register of Honorary Members:
 - (i) the name in full of the Honorary Member;
 - (ii) the residential address of the Honorary Member;

- (iii) the date on which Honorary Membership is conferred;
 - (iv) the date on which Honorary Membership is to cease.
- (d) An Honorary Member is:
- (i) not entitled to notice of any meeting of members;
 - (ii) not entitled to stand for election to the Board;
 - (iii) not entitled to attend, speak at or vote at any meeting of members except by the invitation of the meeting;
 - (iv) not entitled to participate in or vote in any election of Board members;
 - (v) subject to the provisions of this Constitution;
 - (vi) not required to pay annual subscriptions; and
 - (vii) otherwise entitled to the other privileges of membership.
- (e) The Board may cancel or suspend the membership of any Honorary Member at any time without notice and without being required to give reasons.

5.10 Provisional Members

- (a) A Provisional Member is a person who:
- (i) has applied for admission as an Ordinary Member or Social Member of the Club;
 - (ii) has paid the appropriate ruling entrance fee (if any) and annual subscription;
 - (iii) has been notified by the Club of their admission as a Provisional Member (pending a decision on their application) – this notification may be oral, when the candidate has provided the membership application; and
 - (iv) is awaiting a decision on the application and has not had the application refused.
- (b) A Provisional Member is:
- (i) not entitled to notice of any meeting of members;
 - (ii) not entitled to stand for election to the Board;
 - (iii) not entitled to attend, speak at and vote at any meeting of members;
 - (iv) not entitled to participate in or vote in any election of Board members; and
 - (v) subject to the provisions of this Constitution.
- (c) Provisional Members are only entitled to the privileges of membership as determined by the Board from time to time.

- (d) On admission as an Ordinary Member or Social Member, a Provisional Member ceases to be a Provisional Member on and from that date.
- (e) The Club may terminate the membership of a Provisional Member at any time without notice and without being required to give any reason. A Provisional Member whose membership is terminated by the Club and who has paid an entrance fee or annual subscription when nominating for Full membership is not entitled to any refund.

5.11 Temporary Members

- (a) The Club may admit as a Temporary Member, in accordance with procedures established by the Board from time to time, any person who:
 - (i) is a full member (as defined in the RCA) of any other registered club or of an interstate club within the meaning of section 30(13) of the RCA, being a person who, at the invitation of the Board or a Full member, attends on any day at any premises of the Club for the purpose of participating in an organised sport or competition to be conducted by the Club on that day, from the time on that day when the person so attends the Club's premises until the end of that day; or
 - (ii) is a member of another registered club which other club has objects similar to those of the Club; or
 - (iii) is visiting any premises of the Club and whose permanent place of residence is more than five kilometres from those premises (or such lesser distance as may be determined from time to time by the Board in conformity with the RCA); or
 - (iv) is an interstate or overseas visitor.
- (b) The Club may admit a person as a Temporary Member for a period of up to, but not exceeding, seven consecutive days (or such longer period as the Authority may approve in writing in relation to the Club).
- (c) A Temporary Member is:
 - (i) not entitled to notice of any meeting of members;
 - (ii) not entitled to stand for election to the Board;
 - (iii) not entitled to attend, speak at and vote at any meeting of members;
 - (iv) not entitled to participate in or vote in any meeting of any election of Board members;
 - (v) subject to the provisions of this Constitution; and
 - (vi) not required to pay an entrance fee or annual subscriptions.
- (d) A Temporary Member must record the following details in the Club's Register of Temporary Members on every day he or she attends any RCA Premises of the Club:
 - (i) full name;

- (ii) residential address; and
- (iii) signature,

except a Temporary Member, who has been admitted as a Temporary Member for a period permitted by this Constitution and the RCA, is only required to record those details on the first time during their period of temporary membership that they attend any RCA Premises of the Club or otherwise to the minimum extent required by or for compliance with the RCA from time to time.

- (e) Temporary Members are only entitled to use the facilities and amenities of the Club as and to the extent determined by the Board from time to time.
- (f) The Board, the CEO or any person acting with the authority of the CEO may at any time terminate a person's Temporary Membership without notice and without being required to give any reason. A person whose Temporary Membership is terminated, if on the Club's premises, must immediately leave the Club's premises.

5.12 Members' rights

Following is a summary of members' rights by category of membership (but in the case of any inconsistency the other provisions of this Constitution prevail):

Members' Rights*	Ordinary incl New Class	Life	Social	Employee	Junior incl any New Junior Class	Honorary	Provisional	Temporary
Notice of General Meeting of members	√	√	X	X	X	X	X	X
Attend, speak and vote at members' General Meetings*	√	√	X	X	X	X	X	X
Vote in Board member election	√	√	X	X	X	X	X	X
Can be nominated to Board*	√	√	X	X	X	X	X	X
Can be Chairperson or Deputy Chairperson	√	√	X	X	X	X	X	X
Can be nominated for Life Membership	√	√	X	X	X	X	X	X
Can introduce guests to the Club	√	√	√	√	X	√	√	X
Entitlement to exercise other membership benefits may be limited by the Board	X	X	X	X	√	X	X	X

√ - Full Rights X - No rights L - Limited Rights N - Not Applicable

* Subject to other limits in this Constitution

5.13 Amalgamations

(a) Application

The provisions of this Rule 5.13 apply whenever the Club as the continuing club completes and is planning for completion, an amalgamation with another registered club (**Amalgamating Club**) in conformity with the provisions of the RCA and the Liquor Act.

(b) New Class of membership

The Board must, by resolution, create a new membership class with a name signifying a historical connection with the Amalgamating Club (the **New Class**). The New Class will be referred to by the name chosen by the Board. Members in each New Class have the same rights and entitlements as Ordinary Members including in relation to entry to and enjoyment of the facilities at any of the Club's premises except that:

- (i) they are entitled to attend, speak and vote at an annual or other general meeting of the Club, and vote in an election of directors, only if at the time of the meeting they have continuously been a member for at least the previous three years;
- (ii) they are entitled to nominate a candidate for election as a director, and to be elected or appointed as a director, only if at the time of the or their nomination for election or their appointment they have continuously been a member of this Club for at least the previous five years.

(c) New Junior Class of membership

If the Amalgamating Club has junior members within the meaning of the RCA then the Board must by resolution also create a new Junior membership class with a name signifying a historical connection with the Amalgamating Club (the **New Junior Class**). The New Junior Class will be referred to by the name chosen by the Board. Members in each New Junior Class have the same rights and entitlements as Junior Members including in relation to entry to and enjoyment of the facilities at any of the Club's premises.

(d) Recognition of members

Each member of the Amalgamating Club who is not already a member of the Club and who is a financial full member of the Amalgamating Club on the date of the completion of the amalgamation between the Amalgamating Club and the Club:

- (i) may be admitted as relevant a New Class or New Junior Class member of the Club (as the case permits):
 - (A) if that member has agreed to be a member of the Club pursuant to the amalgamation by providing the Club with a consent materially in the following form:

I of
(print name and address)

..... of
(Member No.) (Name of Amalgamating club)

agree to be a member of Twin Towns Services Club Limited and agree to be bound by the Constitution of the Club.

Date:

Signature:

- (B) by being recorded in the Club's records as being such a member, without being required to be proposed or seconded for election nor elected by the Board, and with any entrance fee or initial annual subscription being treated as paid and discharged by virtue of the assets received from the Amalgamating Club and despite any other provision of this Constitution;

but the Board may refuse admission to any particular member or former member of the Amalgamating Club who has previously been refused membership or expelled from membership of this Club or who otherwise in the opinion of the Board does not meet the requirements for membership of this Club;

- (ii) on being so recorded as a New Class or New Junior Class Member, has all the rights and privileges of other Ordinary Members or Junior Members (respectively, as the case requires) and the same obligations as other Ordinary Members or Junior Members, subject to any other express provision of this Constitution;
- (iii) despite anything to the contrary elsewhere in this Constitution, unless they were already a member of the Club in their own right at the date of the amalgamation a New Class Member:
- (A) may not within five years of becoming a member of the Club vote on any special resolution to amend this Constitution (and pursuant to section 136(3) of the Corporations Act, it is a requirement that a special resolution does not have the effect of amending this Constitution unless the voting on the resolution is in compliance with this provision);
- (B) may not within five years of becoming a member of the Club, take office as a director of the Club (but this disqualification may be waived for a proposed candidate for election as a director, by a resolution of the Board in respect of which at least two thirds of the directors vote in favour); and
- (iv) if they were formerly a life member of the Amalgamating Club, may be so identified in the Club's records but they are not thus entitled to Life Membership of the Club.

(e) **Further members in a New Class**

If, after completion of an amalgamation, the Club continues to operate premises formerly operated by the Amalgamating Club (the **relevant premises**) then the Board may resolve in determining the election of a person who has made application for Ordinary membership, that they are to become a member of the

Club in the relevant New Class or New Junior Class and (within the meaning of section 17A(4) of the RCA), in relation to the relevant premises.

(f) **Recording of members in a New Class**

For each member in a New Class or New Junior Class, the Club must record their membership in that class in the Club's Register of Members. If a member is recorded in the Register of Members as being a member in a New Class or New Junior Class then that is conclusive evidence that the member is a member in that class unless the contrary is proved.

6. ADMISSION AS A MEMBER

6.1 Membership Application

- (a) A person may apply to become a member by completing and signing the form of application prescribed by the Board from time to time and providing:
- (i) a Personal Email Address,
 - (ii) such photographic and other personal identification materials, prescribed for that purpose from time to time by the Board, and
 - (iii) any further information or documents as required from time to time by the Board.

Personal Email Address in relation to a person, means a current email address for that person that is used exclusively as an address for emails to that person and is not also used by some other person as an email address for that other person.

- (b) The Board may require or permit:
- (i) an application for membership to be made online (including with electronic signing and the provision of any document or information required by the Club, electronically), and
 - (ii) (without limiting the previous provision) lodgement of a membership application electronically.

6.2 Consideration of Application

The Board is not obliged to consider any membership application, may accept or reject a membership application as the Board sees fit, and is not required to give any reasons for rejecting any application for membership or for not electing a candidate.

6.3 Election of Full Members

- (a) The election of an Ordinary Member, Social Member, Employee Member or Junior Member is and may only be by a resolution at a duly convened meeting of the Board or a membership committee appointed by the Board.
- (b) The names of the members of the Board or membership committee who vote on any resolution to admit a new member must be recorded.
- (c) The names of persons proposed for election as an Ordinary Member, Social Member, Employee Member or Junior Member must be displayed in a

conspicuous place on the premises of the Club through which the application was received or at the Club's parent premises at 2 Wharf St, Tweed Heads (as the Board determines) for at least one week before their election. Also, an interval of at least two weeks must elapse between the proposal of a person for election as an Ordinary Member, Social Member, Employee Member or Junior Member and their election.

- (d) The admission of a new member is completed by and becomes effective from the entry of their name in the Club's Register of Members without any further action and irrespective of any notification to the new member.
- (e) The Club may, but is not obliged, to notify a member of their successful election.
- (f) A new member must promptly pay any unpaid entrance fees or first annual subscription in relation to their membership.
- (g) If a person who has been elected as an Ordinary Member, Social Member, Employee Member or Junior Member has not paid the entrance fees and annual subscription, if any, within one month of being notified of their election, the Board may in its absolute discretion revoke its resolution to admit the person to membership of the Club.

7. FEES

7.1 Membership fees

- (a) There are two types of membership fees, being entrance fees and annual subscriptions.
- (b) The Board may from time to time prescribe the entrance fees, annual subscriptions, charges and other amounts payable by members each membership class and for different categories of persons within each membership class, subject to the other provisions of this Constitution and the RCA.

7.2 Entrance fees

- (a) Entrance fees (if any) are set by the Board from time to time for admission to Ordinary or Junior membership.
- (b) Any entrance fees are payable in the manner specified by the Board from time to time and are due and payable at the time a person applies to be a member in either of those categories, or at such other times as may be specified by the Board from time to time.
- (c) The Board may from time to time either generally or in an individual case, suspend the payment of entrance fees or reduce the entrance fees payable by a candidate or a class of candidates, where in the opinion of the Board there are special and extenuating circumstances.

7.3 Annual subscriptions

- (a) Each member must pay an annual subscription at the rate applicable to their class and category from time to time, in advance either annually or by monthly, quarterly or half-yearly instalments, or for more than one year in advance, as determined and permitted by the Board.

- (b) The annual subscription (if any) for any class or category of Full members must not be less than any minimum set by the RCA (if any).
- (c) The first annual subscription year for a particular member commences on the date of their election as a member as recorded in the Club's records and subsequent annual subscription years for the member commence from the anniversary of that date.
- (d) However, if a member was elected prior to the adoption of the procedure in Rule 7.3(c), then their annual membership subscription year commences on 31 December each year.
- (e) The Club may forward notice to a member to advise that their annual subscription is due or falling due, but is not obliged to do so.
- (f) The Board may set special rates of annual subscriptions and special payment conditions for members who are absent from New South Wales or who reside outside New South Wales, subject to any minimum annual subscription set by the RCA (if any). This provision does not limit the other provisions of this Rule 7.3.

7.4 Non-payment of entrance fees or annual subscriptions

- (a) A member is unfinancial if they do not pay an entrance fee, or an annual subscription, by the due date. The Board, or any club executive acting under a general authorisation from the Board in that case may:
 - (i) suspend the member from any or all privileges of membership for so long as the member remains unfinancial; and
 - (ii) terminate the member's membership if the member remains unfinancial after two months from the relevant due date.
- (b) This Rule does not affect any other right or remedy of the Club, or any other provision of this Constitution, in relation to a member who is unfinancial.
- (c) If a membership is terminated under this Rule:
 - (i) the Club must update the Register of Members accordingly with details of the date and to record "unfinancial" as the reason for the termination;
 - (ii) the recording of the termination of the membership in that Register is sufficient and conclusive evidence of the due termination of that membership except where the contrary is proved;
 - (iii) the Club may later correct the Register if the club is reasonably satisfied that a correction is appropriate; and
 - (iv) the Club may but is not obliged to notify the former member and to keep a record of the details of the former member.
- (d) The provisions of Rule 9 do not apply to the termination of a membership under this Rule.
- (e) If a person has had their membership terminated under this Rule 7.4, they are not disqualified from re-applying for membership but they must re-apply if they wish to be re-admitted.

- (f) Whilst a member is unfinancial, they may not take part in any competition, game or match organised by or within the Club or representing the Club. That applies even if the person has otherwise qualified for or paid any fee in relation to the competition, game or match.
- (g) The Club in its absolute discretion may refuse to allow a member who was unfinancial to participate in or accrue or receive any benefit under any Club programme, scheme or promotion in respect of periods when the member was unfinancial.

7.5 Life members not required to pay further fees

- (a) Life Members are not to be required to pay further entrance fees or annual subscriptions after their admission as a Life Member. This Rule does not excuse payment by Life Members other charges and fees such as fees in relation to functions or promotions, participation in Club activities or for joining Sections of the Club.
- (b) A Life Member who has paid annual subscriptions prior to admission to that class of membership is not entitled to any refund.

8. MEMBERS' CODE OF CONDUCT

- (a) Each member at all times must comply with the letter and spirit of the Members' Code of Conduct set out in Attachment 1 of this Constitution (as amended by resolution of the Board from time to time).
- (b) The Board by resolution may amend, vary or replace the Members' Code of Conduct any such amendment, variation or replacement takes effect from the time that it is notified on the Notice Board.

9. DISCIPLINARY PROCEEDINGS CODE

The Disciplinary Proceedings Code set out in Attachment 2 of this Constitution, applies.

10. CEO'S POWER TO BAN ENTRY, REMOVE OR IMMEDIATELY SUSPEND

- (a) The CEO, or in the CEO's absence the senior employee of the Club then on duty at the Club's premises from time to time (the **senior employee**), may:
 - (i) refuse entry to any of the Club's premises, and remove and turn out of any of the Club's premises, any person who is not a member of the Club; and
 - (ii) refuse to admit to any of the Club's premises, and turn out of any of the Club's premises, and if thought appropriate, also suspend the membership of, any member if in the opinion of the CEO or the senior employee:
 - (A) it is likely that the Club will be issuing a Hearing Notice to the member; or
 - (B) the member's presence on the Club's premises may render the Club or the CEO or other Club employee liable to a penalty or consequence under the RCA or any other legislation; or
 - (C) the member is intoxicated, violent, quarrelsome or disorderly, or

- (D) the member's presence renders the Club potentially liable to prosecution or penalty, or potentially in breach of any lawful requirement obligation or direction, or
 - (E) the member smokes, within the meaning of the *Smoke-Free Environment Act 2000*, while on any part of the Club's premises that is a smoke-free area within the meaning of that Act, or
 - (F) the member uses, or has in their possession, while on Club premises any substance that is or is suspected of being a prohibited plant or a prohibited drug, or
 - (G) the Club is authorised or required to refuse access under the conditions of any of the Club's liquor licences or according to a term of a Liquor Accord or similar agreement to which the Club is a party; or
 - (H) the member has engaged or used any part of the Club's premises for an unlawful purpose or a purpose contrary to the provisions of this Constitution.
- (iii) A suspension under this Rule 10 continues for two months or until earlier notice is given by the Club lifting the suspension.
- (b) The CEO or senior employee may decide to exercise that power of suspension in the absence of the member and when the member is not on or is no longer on any of the Club's premises. These powers may be exercised without the need for any notification to the member or hearing and without the need to give any additional reason.
- (c) The power in this Rule 10 is in addition to the powers under section 77 of the Liquor Act and the powers under any other provision of this Constitution.
- (d) The provisions of this Rule 10 are not limited by Rule 9.

11. BANNED OR SELF-EXCLUDED MEMBERS

- (a) The CEO, or in the CEO's absence the senior employee has the power to and may suspend a member's membership and remove the member from any of the premises of the Club where the CEO or senior employee on reasonable grounds apprehends that the member has chosen to self-exclude themselves from any part of the Club's premises or from any part of any other licensed premises or has been self-excluded from or banned from entry into or expelled from any other licensed premises.
- (b) The CEO or senior employee (acting under this Rule 11) may suspend the member's membership for a nominated fixed period although the suspension may then be further extended by the further exercise of the power conferred under this Rule 11. The CEO or senior employee may, alternatively, suspend the member indefinitely in which case the suspension continues until the Club notifies the member that the suspension is terminated.
- (c) The CEO or the senior employee may decide to exercise that power of suspension in the absence of the member and when the member is not on or is no longer on any of the Club's premises. These powers may be exercised without the need for

any notification to the member or hearing and without the need to give any additional reason.

- (d) The power in this Rule 11 is in addition to the powers under section 77 of the Liquor Act and the powers under any other provision of this Constitution.

12. REGULATION OF SUSPENSIONS

- (a) Where the CEO or a senior employee exercises any power of suspension, the Club must use its reasonable endeavours to notify the member. The notification may be oral or by notice through any other means.
- (b) The CEO or the senior employee who has exercised a power of suspension must provide a written report for the Club's records within seven days and so that the report is available for the Board or the disciplinary committee. The report must set out the facts, matters and circumstances.
- (c) The Board or the disciplinary committee may at any time, on their own motion or at the request of the member, reduce the period of or end any such suspension without the need for any notification to the member or hearing and without the need to give any reason.

13. RESIGNATION AND TERMINATION OF MEMBERSHIP

- (a) A member may, at any time, terminate their membership and resign from membership of the Club by:
 - (i) giving the CEO written notice of such resignation; or
 - (ii) any other statement or act that in the reasonable opinion of the CEO or the Board or a disciplinary committee signifies that the member intends to resign.
- (b) Such resignation takes effect immediately.
- (c) The Club may terminate the membership of an Honorary Member at any time as the Club sees fit. The provisions of the Disciplinary Proceedings Code do not apply.
- (d) The Club may terminate the membership of a Provisional Member at any time without notice and without being required to give any reason. The provisions of Disciplinary Proceedings Code do not apply. A Provisional Member whose membership is terminated by the Club and who has paid an entrance fee or annual subscription when applying for membership is not entitled to any refund.
- (e) Where a person ceases to be a member (including a member, provisional or otherwise, whose membership is terminated, who resigns or who has died):
 - (i) they are not entitled to any refund (or part refund) of any entrance fees or annual subscriptions paid;
 - (ii) they lose any entitlement to any benefit (including any benefit of the type described in Rule 44), privilege, discount, points or rewards (accrued or accruing) due to that person;

- (iii) continues to be liable for any entrance fees, annual subscriptions and all arrears due and unpaid at the date of cessation of membership and for all other moneys due by that person to the Club immediately prior to the person ceasing to be a member, except to the extent the Board in its absolute discretion decides otherwise;
- (iv) if the cessation of membership results from an action by the Club pursuant to this Constitution, the Club may but is not obliged to notify the former member;
- (v) the Club may but is not obliged to keep a record of the details of the former member; and
- (vi) they must not use and must surrender, and the Club is entitled to confiscate, any relevant Club ID Card or badge or other indicia of membership and any rewards card, access card, security pass or the like, and any other Club property, held by the former member.

14. MEMBER IDENTIFICATION

- (a) Members may be issued with a Club Identification Card (**ID Card**) after being elected or appointed to membership. At the discretion of the Board, ID Cards may be exclusively digital or may be both digital and physical.
- (b) All members must carry that ID Card with them when present on Club premises. Members must show their ID Card if requested by the CEO, any member of the Club's staff or any member of the Board.
- (c) Members must submit to having their photograph taken when and as reasonably required by the Club for the purposes of the Club's records or for the purposes of any ID Card, including if and when the Club reasonably requires an updated photograph.
- (d) Without limiting the previous provisions, each member must also provide such other identification including in relation to verification of age, as the Club may reasonably require from time to time including when seeking entry to or on any Club premises.
- (e) The Club at any time has the right to require any person seeking to attend or remain at any of the Club's premises or participate in any activity conducted by the Club (including but not limited to attending at a meeting or seeking to speak or vote at a meeting or in an election), to produce evidence of their identity to the reasonable satisfaction of the Club in addition to producing their Club membership card.
- (f) If a person faced with such a request does not then produce evidence (or have their identity vouched) to the reasonable satisfaction of the Club, the Club is entitled to not recognise that person or any right that they might otherwise have had or exercised at that time.

15. PLAYER REWARD SCHEMES; STORED VALUE CARDS; PLAYER CARDS

- (a) The Club may offer player reward schemes within the meaning of section 45 of the Gaming Machines Act, in which case the Club must comply with all legal requirements from time to time applicable in relation to the operation of such a scheme.

- (b) Members from time to time may be issued with either or both:
 - (i) a player card in connection with a player reward scheme (being either an account card or a Smartcard within the meaning of the Gaming Machines Act), or
 - (ii) a similar card that is not (or not exclusively) in relation to a player reward scheme that provides for recognition of stored value or other recognition of information and credit (which may be in connection with some form of digital wallet system or scheme offered or recognised by the Club)

(each, a **Player Card**, but for which the club may use another name or other names from time to time).
- (c) In that case each member must:
 - (i) show their Player Card if requested by the CEO, any Club employee or any member of the Board;
 - (ii) not allow anyone else to possess or use the member's Player Card; and
 - (iii) use the Player Card only strictly in accordance with the requirements of any relevant By-law and of any condition of issue or condition of use that may be stipulated by the Club from time to time.
- (d) The respective rights and liabilities (including but not limited to in relation to the apportionment of any associated risk), of the Club and the member in connection with any Player Card issued to the member, are regulated by any relevant By-law and any condition of issue or condition of use that may be stipulated by the Club from time to time.

16. EMPLOYEES AND FORMER EMPLOYEES

Restrictions on Employee Members and former employees

- (a) A person is an Employee of the Club for the purposes of this Constitution if they fall within the definition of "Employee" in the definitions in Rule 46.
- (b) Any Employee may also be a member of the Club, but only in the category of Employee Membership. A former Employee who is an Employee Member may apply to become an Ordinary Member or transfer to Ordinary Membership but the other provisions of this Constitution apply.
- (c) Despite anything elsewhere in this Constitution a member who is an Employee may not:
 - (i) vote at any meeting of the members of the Club or a section of the Club;
 - (ii) be nominated for election as a director, nominating a candidate for election as a director, or be elected or appointed as a director or as a member of any committee of the Club or of the governing body of any section within the Club.
- (d) Despite anything elsewhere in this Constitution, a former Employee may not be nominated for election as a director or be elected or appointed as a director or as

a member of any committee of the Club or of the governing body of any section within the Club if:

- (i) they have been an Employee at any time within the three years prior to such nomination, election or appointment; or
 - (ii) their employment or engagement as an Employee was terminated for misconduct by the Club.
- (e) A contractor or supplier who provides goods or services to the Club is not an employee or deemed to be an employee merely because of that relationship.

Waiver by unanimous Board resolution

- (f) The Board by a unanimous resolution of all directors may waive or reduce the post- employment restrictions applying under Rule 16(d).

17. GUESTS

- (a) Members (other than Junior Members) may introduce guests to the premises of the Club, subject always to compliance with the requirements of the RCA and any other relevant legislation and also compliance with the provisions of this Constitution.
- (b) A Temporary Member may only introduce as a guest to the Club's premises any person who is a minor:
 - (i) who, at all times while on the Club's premises, remains in their company and immediate presence;
 - (ii) who does not remain on the Club premises any longer than that Temporary Member; and
 - (iii) in relation to whom the Temporary Member is a "responsible adult" within the meaning of the RCA.
- (c) Minors who are guests of a Temporary Member must not be entered into the Club's Register of Guests. However, any Temporary Member may be required by the CEO or any other executive of the Club or person authorised by the CEO, to provide details of any minor introduced as a guest by that Temporary Member.
- (d) Other members who have introduced a guest must ensure for each of their guests that while the guest is at the Club's premises:
 - (i) the guest's name and address (unless the guest is a minor), countersigned by the member, are entered in the Club's Register of Guests; and
 - (ii) the Guest remains in the reasonable company of the member at all times.
- (e) Members must ensure that their guests do not remain on the Club's premises any longer than the member.
- (f) Members must not introduce any person as a guest who the Club has prohibited from entry, is not a proper person to be a guest of the Club, or who has ever had their membership terminated, who has been expelled from the Club for

misconduct or non-payment of any entrance fee or subscription or who is currently under suspension.

- (g) The CEO or any other Club executive or any other person authorised by the CEO, may refuse a person admission to the Club's premises as a guest and may require any guest at the Club's premises to immediately leave the premises, at any time without prior notice and without being required to give reasons.
- (h) A member is responsible for the conduct of their guests introduced to the Club's premises, for so long as each of his or her guests are on or in the vicinity of the Club's premises. Without limiting those general words, a member is responsible for ensuring that any person whom the member seeks to introduce as a guest, or whom the member introduced as a guest, to the Club's premises, acts in conformity with directions given by the CEO or any other authorised person.
- (i) If a person has been entered in the Register of Guests on a particular day as the guest of a member, he or she does not have to make another entry in the Register of Guests upon subsequent re-entry to the Club's premises on that day as the guest of that member.
- (j) The Board may make By-laws in relation to the number and frequency of guests that a member may introduce to the Club and the terms and conditions on which guests may be admitted to the Club.

PART 3 - MEETINGS

18. ANNUAL GENERAL MEETINGS

18.1 Convening AGMs

The Club must hold an Annual General Meeting (**AGM**) each year. The Board must ensure that an AGM is held within five months of the end of the Club's financial year (or such other time as permitted under the Corporations Act), at a time and place, and in a manner, set by the Board in conformity with the other provisions of this Constitution in relating to the holding of meetings.

18.2 Questions at an Annual General Meeting

The Chair of an AGM must allow a reasonable opportunity for the members as a whole at the meeting to ask questions about or make comments on the management of the Club.

18.3 Questions for the auditor at an Annual General Meeting

If the Club's auditor or their representative is at an AGM, the Chair must allow a reasonable opportunity for the members as a whole at the meeting to ask the auditor or the auditor's representative questions relevant to:

- (a) the conduct of the audit;
- (b) the preparation and content of the auditor's report;
- (c) the accounting policies adopted by the company in relation to the preparation of the financial statements; and
- (d) the independence of the auditor in relation to the conduct of the audit.

18.4 Business of an Annual General Meeting

The business of an AGM may include any of the following, even if not referred to in the notice of meeting:

- (a) receipt and consideration of the annual financial report, directors' report and auditor's report;
- (b) election of directors (as the case requires in light of nominations received); and
- (c) to appoint an auditor if there is a vacancy.

19. GENERAL MEETINGS

19.1 Convening General Meetings

- (a) The Club may hold a General Meeting when convened by the Board and in conformity with the other provisions of this Constitution in relation to the holding of meetings.
- (b) The Board must convene a General Meeting if it receives a request in writing from members in accordance with the provisions of the Corporations Act that confer a right on members to require the directors to call a General Meeting. In that regard:
 - (i) the provisions of the Corporations Act apply;
 - (ii) at the time of the adoption of this Constitution that is mainly dealt with in section 249D that sets out the rights of members to require that a General Meeting be held, and section 249N that sets out the rights of members to require that a resolution be put forward, and the related requirements and consequences;
 - (iii) any notice of meeting must include any proposed resolution requested in writing by members, in accordance with the legislation and any request for a resolution must set out the proposed resolution; or
 - (iv) any proposed member resolution must relate only to matters within the power of the members (such as an amendment to the Constitution that is in reasonable and unambiguous form) and not an operational matter that is the responsibility of the Board and must otherwise be reasonably clear and unambiguous.

19.2 Notice of a General Meeting

- (a) The Club must give notice of any General Meeting to each member entitled to such notice and to the Club's auditor, in conformity with the requirements of the Corporations Act.
- (b) A member may waive his or her right to receive notices of General Meeting, by notice in writing to the Club to that effect.

19.3 Auditors

- (a) The Club's auditor or their representative is entitled to attend any General Meeting of the Club;
- (b) The auditor is entitled to be heard at the meeting on any part of the business of the meeting that concerns the auditor in their capacity as auditor.

- (c) The auditor is entitled to be heard even if:
 - (i) the auditor retires at the meeting; or
 - (ii) the meeting passes a resolution to remove the auditor from office.

19.4 Restrictions on the admission of new members pending a General Meeting

No new Full member may be elected to membership between the time that a notice of any General Meeting is sent to members and the time of the completion of the particular General Meeting. If the meeting is an AGM, then the CEO must give the Returning Officer a copy of that roll showing the full surnames of all eligible voters in alphabetical order, their given names, their addresses and their membership numbers and keep the Returning Officer advised of members who cease to be members at any time up to completion of the particular AGM. This provision applies despite anything to the contrary elsewhere in this Constitution.

19.5 Chair of the General Meeting

Each General Meeting must be chaired by:

- (a) the Chairperson, if the Chairperson is present and willing to act; or failing that
- (b) the Deputy Chairperson, if the Deputy Chairperson is present and willing to act; or failing that
- (c) any director selected by the Board, if that director is present and willing to act; or failing that
- (d) a member elected by the other members who are at the meeting.

19.6 Admission to a General Meeting

- (a) The Chair of a General Meeting may refuse admission to (or turn out), anyone who is not entitled under this Constitution to be at that meeting.
- (b) Members acknowledge and agree that for the purposes of the Surveillance Devices Act 2007 anything said at a General Meeting is a "private conversation" for the purposes of that Act. The provisions of that Act accordingly prohibit the recording of the proceedings and the use of any listening device at the meeting.
- (c) Proceedings at a General Meeting must not be filmed.
- (d) However despite the provisions above, proceedings at a General Meeting may:
 - (i) if at any of the Club's RCA Premises, be automatically captured on Recording; and
 - (ii) be recorded or filmed, by the Club, if so determined by the Board: where proceedings are being recorded or filmed (otherwise than automatically by Recording) the Chair of the General Meeting must inform the members at the meeting.
- (e) The Chair of a General Meeting may also turn out any member if they:
 - (i) seek to activate, or they have a camera, microphone or recording or listening device, or video camera or other audio or visual recording device;

- (ii) have a placard or banner;
 - (iii) have any article which the Chair considers to be dangerous, offensive or liable to cause disruption;
 - (iv) refuse to produce or to permit examination of any article, or the contents of any article in their possession; or
 - (v) behave or threaten to behave in a dangerous, offensive or disruptive manner.
- (f) The Chair at a General Meeting is responsible for the general conduct of the meeting and for the procedures to be adopted at the meeting and may require the adoption of any procedures which are in his or her opinion reasonably necessary or desirable for:
- (i) proper and orderly debate or discussion including limiting the time that a person present may speak on a motion or other item of business before the meeting; and
 - (ii) the proper and orderly casting or recording of votes, whether on a show of hands or a poll.
- (g) Subject to sections 250S and 250T of the Corporations Act, the Chair of a General Meeting may at any time he or she considers it reasonably necessary or desirable for the proper and orderly conduct of the meeting:
- (i) terminate debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote;
 - (ii) allow debate or discussion on any business, question, motion or resolution being considered by the meeting to continue; or
 - (iii) decline to take or act on a point of order or procedural motion (and so there is no doubt, however nothing in this Rule 19.6 takes anything away from the duty of the Chair under sections 250S and 250T of the Corporations Act and to ensure the proper and fair conduct of the meeting including in relation to debating and voting on motions on the notice paper).

19.7 Quorum for a General Meeting

The quorum for a General Meeting is 25 members who are entitled to vote at the meeting unless the meeting is convened on the requisition of members in which case the quorum is 100 members who are entitled to vote at the meeting. A quorum must be present in order for a meeting to commence or continue.

19.8 Decisions made in a General Meeting

- (a) Every question submitted to a General Meeting must be decided by a show of hands (unless a poll is demanded by five members or directed by the Chair) and in the case of an equality of votes whether on a show of hands or on a poll the Chair has a second or casting vote.
- (b) Where a question submitted to a General Meeting has been decided by a show of hands the question can only be put back to decision by a poll if the poll is directed

by the Chair, or requested by the requisite number of members, no later than a reasonable time after the declaration of the decision on a show of hands and in any event, prior to the closure of the meeting.

- (c) If a poll is directed by the Chair or duly requested:
 - (i) it must be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chair directs;
 - (ii) the result of the poll is the resolution of the meeting at which the poll was demanded;
 - (iii) the Chair may appoint one or more members or one or more Club executives or employees, to assist with the poll;
 - (iv) the Chair may in the discretion of the Chair, allow the members present by simple majority vote on a show of hands to appoint one or more scrutineers; and
 - (v) the meeting can proceed while a poll is counted (except that a poll demanded on the election of the Chair or on a question of adjournment must be taken immediately).
- (d) A demand for a poll may be withdrawn.
- (e) At any General Meeting (except where there has been a vote on a show of hands and subsequently a poll is duly requested) a declaration by the Chair that a resolution has been carried or carried as a special resolution or lost or not carried by a requisite majority, and an entry to that effect in the minutes of the meeting, is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

19.9 Cancellation or postponement of a General Meeting

- (a) Subject to the Corporations Act and the other provisions of this Constitution, the Board may cancel a General Meeting:
 - (i) convened by the Board; or
 - (ii) which has been convened by the Board pursuant to a request from members in accordance with Rule 19.1(b), when the Club receives a written notice withdrawing the relevant request signed by such number of those members that exceeds 50% of the requesting members or 50, whichever is less.
- (b) If within 15 minutes from the time appointed for a General Meeting a quorum is not present the meeting if convened on the requisition of members is dissolved. In any other case the meeting stands adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board may determine but the adjournment must not exceed 21 days. If at an adjourned meeting a quorum is not present the members who are present and entitled to vote are a quorum and may transact the business for which the meeting was called.
- (c) Subject to the Corporations Act, the RCA and the other provisions of this Constitution, the Board may postpone, cancel or change the venue for a General Meeting by giving notice not later than five days before the time at which the

meeting was to be held (or in an urgent situation beyond the control of the Club, by such notice as the club is reasonably able to give – even if that is very short notice), to each person who is entitled to receive the original notice of meeting. A notice postponing or changing the venue for a General Meeting must specify the date, time and place of the meeting as postponed or changed.

19.10 Adjournment

The Chair may with the consent of a General Meeting at which a quorum is present (and must if so directed by the meeting) adjourn the meeting from time to time and from place to place. An adjourned meeting must not transact any business other than business left unfinished at the meeting from which the adjournment took place. A resolution passed at an adjourned meeting is for all purposes treated as having been passed at the date on which it was actually passed and not an earlier date. It is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting if the meeting is not adjourned for more than 30 days from the date for which the meeting was originally convened. If a meeting is adjourned for more than 30 days from the date for which the meeting was originally convened, notice of the adjourned meeting must be given as in the case of an original meeting.

19.11 May a non-member address a General Meeting?

A non-member may attend and address a General Meeting:

- (a) if invited by the Chair of the meeting; or
- (b) if the non-member is an auditor of the Club.

19.12 Proxies

Members are not permitted to be represented by, or to vote on any matter by, proxy.

19.13 Minutes

Minutes of all resolutions and proceedings at a General Meeting must be prepared, signed in accordance with law and stored within one month of the meeting. Any such minutes must be signed by the Chair of the meeting to which it relates or by the Chair of the next succeeding meeting and, if purporting to be so signed, are prima facie evidence of the proceedings to which they relate.

19.14 Annual Reports

- (a) The Club's Annual Report is to be provided to each member as and to the extent required by legislation.
- (b) A copy of each year's Annual Report is to be retained by the Club permanently for historical purposes.

19.15 Meeting Standing Orders

The Board may from time to time adopt Standing Orders for the conduct of General Meetings, through a By-law or By-laws that are not inconsistent with this Constitution. A meeting must be conducted according to any then-current Standing Orders. However, the Chair at a meeting has a discretion to relax or vary Standing Orders from time to time as the Chair thinks fit in order to better ensure the reasonable, fair and orderly conduct of a meeting.

19.16 Financial year

The financial year of the Club commences on the first day of January and ends on the last day of December in each year or, subject to the Corporations Act, any other period as the Board may otherwise determine.

PART 4 - BOARD AND ELECTIONS

20. REGULATION OF THE COMPOSITION OF THE BOARD AND BOARD ELECTIONS

- (a) The Board and Board Elections Regulations set out in Attachment 3 of this Constitution, apply.
- (b) The Board and Board Elections Regulations can only be amended, varied or replaced in the same manner as any other provision of this Constitution.
- (c) Further provisions particularly relevant to directors, also appear in the following Part of this Constitution.

PART 5 - BOARD GOVERNANCE

21. POWERS OF THE BOARD

21.1 Responsibility of the Board

- (a) The Board is responsible for the management of the undertakings, business and affairs of the Club.
- (b) An individual director may not exercise any of the Board's powers except if and as authorised by due resolution of the Board.

21.2 Powers of the Board

- (a) At all times the management of the business and affairs of the Club is and must remain the responsibility of the Board, as required by section 30(1)(a) of the RCA, and the following provisions remain subject to that paramount requirement and obligation.
- (b) The Board by due resolution may exercise the powers and do all such acts and things as the Club is by law or this Constitution authorised to exercise and do and which are not by law or this Constitution required to be exercised or done by the Club in General Meeting.
- (c) In particular, but without limiting the provisions of Rule 34 in relation to the position of the CEO and also without limiting the Board's general powers, the Board has power from time to time:
 - (i) to delegate any of its powers (other than this power of delegation) to committees consisting of such persons as the Board determines (being either directors or members, or employees of the Club), as the Board thinks fit from time to time and to revoke any such delegation;
 - (ii) to exercise the power of delegation in section 198D(1) of the Corporations Act;

- (iii) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club and also to compound or allow time for payment and satisfaction of any debts due to any claims or demands by or against the Club and to refer any claims or demands by or against the Club to arbitration and to observe and perform the award;
- (iv) to determine who will be entitled to sign or endorse on the Club's behalf contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments
- (v) to appoint, discharge and arrange the duties and powers of the CEO and to determine the remuneration and terms of employment of such CEO and to specify and define his or her duties;
- (vi) to fix the maximum number of persons who may be admitted to each class of membership of the Club;
- (vii) to create sections and committees for the conduct, management and control of all or any games or sporting or other activities in which the Club from time to time is engaged or interested and to define and limit the persons eligible for membership of all or any such sections and committees, and to fix or approve any supplementary subscription or any charge for membership of such sections and committees or any of them, and from time to time to terminate and dissolve any such sections or committees or to reconstitute the same on a similar or different basis;
- (viii) to set the entrance fees, subscriptions and other fees, charges and levies payable by members;
- (ix) to impose any restrictions or limitations on the rights and privileges of members relating to their use of the premises or relating to their conduct, behaviour and dress while on the premises;
- (x) to recommend the amount of honorarium payable to any director or to any other member in respect of his or her services rendered to the Board or to any committee of the Club and subject to approval by a General Meeting to pay such honorarium;
- (xi) to pay or reimburse out-of-pocket expenses that are of a kind authorised by a current resolution of the Board and are reasonably incurred by any director or any other person in the course of carrying out his or her duties in relation to the Club;
- (xii) to appoint an auditor for the Club and set the remuneration of the auditor, subject to the provisions of the Corporations Act; to purchase or otherwise acquire for the Club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as the Board thinks fit;
- (xiii) to secure the fulfilment of any contract or engagement entered into by the Club by mortgaging or charging all or any of the property of the Club as the Board thinks fit;
- (xiv) to invest and deal with any of the moneys of the Club not immediately required for the purposes of the Club in such securities and investments

and in such manner as the Board thinks fit and from time to time to vary or realise such securities and investments;

- (xv) to borrow or secure the payment of any sum of money for the purposes of the Club and raise or secure the payment of such sum in such manner and on such terms and conditions in all respects as the Board thinks fit and in particular by the issue of debentures or debenture stock perpetual or otherwise and either charged upon all or any of the Club's property both present and future or not so charged or by any mortgage, charge or other security upon or over all or any part of the Club's property both present and future: any such debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders; and
- (xvi) to sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels and any property or buildings belonging to the Club and to lease any property of the Club and exchange or sell all or any of the property and buildings or other property or rights to which the Club may be entitled from time to time, subject to any restrictions under the RCA.

21.3 Powers of the Board to make By-laws

- (a) The Board has power to make By-laws not inconsistent with this Constitution which in the Board's opinion are necessary or desirable for the proper control, administration and management of the Club's finances, affairs, interests, effects and property and for the convenience, comfort and well-being of the members, and from time to time to amend or rescind any such By-law.
- (b) Without limiting the generality of the Board's power, a By-law may relate to any of the following matters:
 - (i) those matters as the Board is specifically by this Constitution empowered to regulate by By-law;
 - (ii) the general management and control of the trading activities of the Club;
 - (iii) the management and control of the Club's premise;
 - (iv) the activities at the Club's premises or activities fostered by the Club;
 - (v) the upkeep and control of the Club's property;
 - (vi) the conduct of members and guests;
 - (vii) the privileges to be enjoyed by members;
 - (viii) the relationship between members and the Club's employees;
 - (ix) the control and regulation of the Club's sections and committees and the conduct and activities thereof; and
 - (x) generally all those matters as are commonly the subject matter of club constitutions or By-laws or which are not reserved either under the Corporations Act, the RCA or this Constitution for decision by the Club in General Meeting.

- (c) The Board has power to enforce the observance of all By-laws including in accordance with the disciplinary proceedings provisions of this Constitution.
- (d) Any By-law made under this Constitution comes into force and has the full authority of a By-law of the Club on being posted upon the Notice Board.

22. DIRECTOR'S CONFLICT OF INTEREST

What interests must directors disclose?

- (a) A director must in accordance with sections 191 and 192 of the Corporations Act disclose at a meeting of the Board as soon as practicable any material personal interest which that director has in a matter that relates to the affairs of the Club.
- (b) A disclosure under Rule 22(a) must include details of the nature and extent of the director's material interest and the relation of that interest to the affairs of the Club. The disclosure must be recorded in the minutes of that meeting of the Board.
- (c) Without limiting the application of section 191(2) of the Corporations Act, Rule 22(a) does not apply to an interest:
 - (i) which the director has as a member of the Club and which is held in common with the other members of the Club; or
 - (ii) which relates to a contract that insures, or would insure, the director against liabilities the director incurs as an officer of the Club (but only if the contract does not make the Club or a related body corporate the insurer).
- (d) A director who has a material personal interest in a matter that is being considered at a meeting of the Board:
 - (i) must not vote on the matter (or in relation to a proposed resolution under Rule 22(e)(i) in relation to the matter, whether in relation to that or a different director); and
 - (ii) must not be present while the matter (or a proposed resolution of that kind) is being considered at the meeting.
- (e) Rule 22(d) does not apply if:
 - (i) the Board has passed a resolution that identifies the director, the nature and extent of the director's interest in the matter and its relation to the affairs of the Club, and states that those other directors voting for the resolution are satisfied that the interest should not disqualify the director from voting or being present; or
 - (ii) the Australian Securities and Investments Commission has declared or ordered in accordance with section 196 of the Corporations Act that

the director may be present while the matter is being considered at the meeting, vote on the matter, or both be present and vote.
- (f) The Accountability Code also applies if a director discloses an interest in a contract or proposed contract which involves the Club.

Consequences of a conflict of interest

- (g) A director who in relation to a matter that is to be considered at a meeting of the Board has:
- (i) a material personal interest, or
 - (ii) an interest that is required to be disclosed under the Accountability Code,
 - (iii) or interest that under the Club's Director Code of Conduct (if any) that creates a relevant prohibition:
- must not:
- (iv) vote on the matter (or in relation to a proposed resolution under Rule 22(h)(i) below in relation to the matter, whether in relation to that or a different director); and
 - (v) must not be present while the matter (or a proposed resolution of that kind) is being considered at a Board meeting, and
 - (vi) must not seek to influence the votes of any other director relation to that matter.
- (h) However, Rule 22(g) above does not apply if the participation of the director is then not otherwise contrary to the provisions of the RCA or the Accountability Code and:
- (i) the Board has passed a resolution that identifies the director, the nature and extent of the director's interest in the matter and its relation to the affairs of the Club, and states that those other directors voting for the resolution are satisfied that the interest should not disqualify the director from voting or being present, or
 - (ii) the Australian Securities and Investments Commission has declared or ordered in accordance with section 196 of the Corporations Act that the director may be present while the matter is being considered at the meeting, vote on the matter, or both be present and vote.

23. OTHER RELATIONSHIPS

Strictly subject to the other provisions of this Constitution and the RCA (including not least section 10) and also the Accountability Code:

- (a) a director may be a director or other officer of a body corporate associated with the Club without being accountable to the Club for any remuneration or other benefit received by the director as a director or officer of that body corporate; however in each such case:
- (i) the director must first obtain the prior approval of a resolution of the Board that records the nature of the office or interest and of any benefit or remuneration to the director; and
 - (ii) any such resolution must be reported to members in the Club's next annual report;

- (b) the Board may exercise the voting rights conferred by shares in any body corporate held or owned by the Club, as the Board thinks fit in the interests of the Club: this includes voting in favour of any resolution appointing a director of the Club as a director or other officer of that body corporate or voting for the payment of remuneration to the directors or other officers of that body corporate;
- (c) no contract by a director with the Club and no contract or arrangement entered into by or on behalf of the Club in which any director may be in any way interested, is avoided or rendered voidable merely because the director holds office as a director or because of the fiduciary obligations arising out of that office;
- (d) no director contracting with the Club or being interested in any arrangement involving the Club is liable to account to the Club for any profit realised by or under a contract or arrangement of that kind merely because the director holds office as a director or because of the fiduciary obligations arising out of that office.

24. OTHER ACCOUNTABILITY AND TRANSPARENCY OBLIGATIONS

- (a) Each director must promptly and duly make, and cooperate in the making by the Club of, all disclosures and returns required under any legislation including the following disclosures required under or for compliance with the Accountability Code:
 - (i) disclosure of interests in contracts (clause 4);
 - (ii) disclosure of any close relative seeking employment with the Club (clause 7);
 - (iii) disclosure of any personal or financial interest in a contract relating to the procurement of goods or services already major capital works of the Club (clause 8)
 - (iv) disclosure of any other material personal interest in a matter relating to the affairs of the Club (clause 8)
 - (v) declaration of financial interests in a hotel situated within 40 km of any of the Club's RCA Premises (clause 8); and
 - (vi) disclosure of any gift or remuneration from any affiliated body of the Club or from any person or body that has entered into a contract with the Club (clause 8).
- (b) The Club must not enter into a contract with a:
 - (i) company in which a director or top executive of the Club (within the meaning of the Accountability Code) has a pecuniary interest, or
 - (ii) Director or top executive
 unless the proposed contract is first approved by the Board.
- (c) The Club must not enter into a contract with a:
 - (i) close relative of the CEO or of an approved manager of any of the Club's premises, or

- (ii) Company or body in which the CEO or approved manager, or a close relative of the CEO or an approved manager, has a controlling interest, except to the limited extent permitted under clause 4 of the Accountability Code.
- (d) The Club must not enter into a contract for the remuneration by the Club of an employee who falls within the definition of a “top executive” under the RCA, unless the proposed contract has first been approved by the Board.
- (e) The Club must monitor the circumstances of its senior employees and keep aware of whenever an employee becomes a “top executive” within the meaning of the Accountability Code. When that happens then the Club must as soon as practicable, give written notice to that person informing them that he or she is a top executive and has responsibilities accordingly under the Accountability Code.
- (f) The Club must not lend money to a director. The Club also must not lend money to any employee except in conformity with the Accountability Code (including clause 6).
- (g) The Club must not directly or indirectly participate in any offer of inducement for the purpose or provision of goods or services to the Club, in a manner contrary to the RCA (including section 43A) and no director, executive or other Employee may be involved in any conduct in connection with anything that is or would if permitted be a breach of those provisions.
- (h) The Club must not enter into any management contract that is regulated by clause 5 of the Accountability Code, except in strict compliance with the requirements of that provision.

25. VALIDITY OF DIRECTOR'S APPOINTMENT

All acts done by a director or by any person acting as a director will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the director or person so acting, or that the directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

26. BOARD CHARTER

- (a) The Board may adopt a Board Charter and may from time to time vary or repeal the Board Charter.
- (b) The Board and each director must conduct themselves in conformity with the Board Charter (if any) current from time to time.

27. DIRECTOR CODE OF CONDUCT

- (a) The Board may adopt a Director Code of Conduct and may from time to time vary or repeal the Director Code of Conduct.
- (b) Each director must conduct themselves in conformity with the Director Code of Conduct (if any) current from time to time. The Board may report to members where in the bona fide opinion of the Board there has been a material breach of the Director Code of Conduct by a director including if the Board so determines, providing the name of the director and particulars.

28. DISCLOSURES AND ALSO ACCOUNTABILITY AND DISCLOSURES PROTOCOL

- (a) The Club must maintain a Disclosures Register in compliance with the Accountability Code.
- (b) The Club must have, implement and keep up to date, an Accountability and Disclosures Protocol for managing matters relevant or potentially relevant to disclosures required to be recorded in the Disclosures Register.

29. PROCEEDINGS OF THE BOARD

- (a) The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it thinks fit but must meet regularly and at least as often as reasonably required in order to maintain appropriate oversight over Club operations, and at least quarterly or as otherwise required by the RCA or other relevant legislation. A record of all directors present and of all resolutions and proceedings of the Board must be entered in a Minute Book provided for that purpose.
- (b) The Chairperson may at any time call a meeting of the Board. The CEO must call a meeting of the Board upon the request of the Chairperson or of not less than two directors.
- (c) Subject to anything to the contrary in the Board Charter:
 - (i) each director must provide an email address to the CEO for the purpose of receiving notices of Board meetings, which is noted in the Club's records;
 - (ii) at least 48 hours' notice of a Board meeting must be given to each director by email except in the case of an emergency when only such notice as is practicable is required;
 - (iii) notice may be by phone or email;
 - (iv) a notice of a Board meeting must specify the time, and place of or form of technology for, or both, for the meeting;
 - (v) a notice of a Board meeting may, but need not, include a summary of the business to be transacted at the meeting because unlike members where a General Meeting is called, directors are always expected to attend a Board meeting anyway in the absence of particular extenuating circumstances – although Directors are entitled to expect that usually a notice will include a sufficient summary of the business to be proposed or transacted; and
 - (vi) accidental non-receipt of a notice duly sent, or the inability to give notice to a particular director who does not have a current nominated email address, or a failure to give notice to a director on leave of absence approved by a Board resolution, does not invalidate the Board meeting.
- (d) Subject to this Constitution, questions arising at any meeting of the Board are decided by a majority of votes. If there is a tied vote on a proposed resolution, the Chair of the meeting has a casting vote in addition to a first vote. There is no presumption that a casting vote will be cast either for or against the particular motion.

- (e) A director is not entitled to appoint an alternate director to attend any Board meeting in lieu of the director.

30. WHO CHAIRS BOARD MEETINGS?

The Chairperson must take the chair at a meeting of the Board. If the Chairperson is unwilling or unable to act, the Deputy Chairperson must take the chair. If that Deputy Chairperson is unwilling or unable to act, then a director chosen by the Board at the meeting chairs the meeting.

31. WHAT IS THE QUORUM FOR A BOARD MEETING?

31.1 Quorum

- (a) Subject to Rules 31.1(b) and 31.1(c) below, the quorum for a Board meeting is six directors.
- (b) The Board may from time to time by a resolution that has been duly carried by majority of votes at a meeting at which a quorum is present where written notice of the wording of the motion for the resolution has been given to each director at least seven days in advance of the meeting, resolve that from the time of the resolution, specific business of a particular type specified in the resolution is “special business”.
- (c) Despite Rule 31.1(a) above, the quorum for a Board meeting whilst considering or voting:
 - (i) on any motion for a resolution that business of a particular type is “special business”;
 - (ii) on any motion for a resolution to rescind a resolution that business of a particular type is “special business”; or
 - (iii) in respect of any matter concerning special business, is nine directors.
- (d) No business may be conducted at a Board meeting except when a quorum continues to be present.

31.2 Lack of quorum

Despite Rule 31.1(a), the continuing members of the Board may act despite their number being reduced below the number necessary for a quorum, for the purpose of increasing the number of members of the Board to that number or summoning a General Meeting of the Club, but for no other purpose.

31.3 Acting whilst there is a casual vacancy

- (a) The Board may continue to act despite any casual vacancy.
- (b) This provision does not limit Rules 31.1 (Quorum) or 31.2 (Lack of quorum).

Circulating resolutions by directors

- (c) In addition to the provisions of the replaceable Rule in section 248A of the Corporations Act:

- (i) (without limiting the other provisions of this Constitution), a circulating resolution requiring unanimous consent of all directors, may be distributed and adopted electronically; and also
- (ii) a resolution adopted by a majority of those directors entitled to vote in relation to that resolution by them signing a statement otherwise in accordance with section 248A, is valid, if each director has received at least 24 hours' notice of the resolution.

31.4 Technology may be used to assist the Board

- (a) (Without otherwise limiting the other provisions of this Constitution), a director may attend a meeting of the Board using any technology consented to by at least four of the directors. The consent may be a standing one. A director may only withdraw his or her consent within a reasonable period before the meeting.
- (b) When a director attends a meeting of the Board using technology, the following provisions apply.
 - (i) A meeting of the directors may consist of a conference between directors, some or all of whom are in different places, if each director who participates is able:
 - (A) to hear each of the other participating directors addressing the meeting; and
 - (B) if they wish to address each of the other participating directors, to do so simultaneously.
 - (ii) The attendance of a director at a Board Meeting by technology can be effected by:
 - (A) telephone;
 - (B) video conferencing;
 - (C) internet;
 - (D) other technology (whether or not the technology exists when this provision is adopted) which permits each director to communicate with every other director present at the Board meeting; or
 - (E) any combination of the technologies described in (A) to (D) above.
 - (iii) A quorum is present if at least the number of directors required to form a quorum are participating in accordance with the other provisions of this Rule. A meeting held in this way is taken to take place where the person chairing the meeting is located.
 - (iv) A director is conclusively presumed to be present and to form part of the quorum of a meeting at all times during a meeting when participating in a permissible manner by technology, unless the director has notified the Chair that the director is leaving the meeting or the Chair has actual knowledge that the connection to the director has ceased to function.

32. MINUTES, ACCOUNTS, REGISTERS AND RECORDS

- (a) The Board must cause minutes of all proceedings and resolutions of each Board meeting and of resolutions passed by directors without a meeting (see below), to be prepared, signed and kept in books created for that purpose.
- (b) Minutes of a meeting must be signed by the chair of the meeting or the chair of the next meeting, no later than one month after the meeting.
- (c) A minute that is recorded and signed in accordance with this Constitution is evidence of the proceeding, or resolutions which it relates, unless the contrary is proved.
- (d) Subject to the Corporations Act, the Board may determine whether, and to what extent if any, and at what time in places and under what conditions, the minute books, accounting records and other documents of the Club or any of them are open to inspection by members other than directors.
- (e) A member other than a director does not have the right to inspect any books, records or documents of the Club except as provided by law or authorised by the Board.
- (f) The Club must establish and administer all registers and other records required to be kept by the Club in accordance with various requirements of the Corporations Act and of the RCA in relation to the maintenance of records or reporting and each member must provide the Club with such information as is required by the Club to comply with this rule. If an event occurs that causes information contained in a register maintained by the Club to be inaccurate then the member concerned must notify the Club in writing of the change within 21 days.
- (g) Any such register or record is sufficient evidence of the matters shown in the register or record, except to the extent proved incorrect in a particular respect.
- (h) The Club must keep the financial and other records required by the Corporations Act and required by the RCA.
- (i) Any minutes, accounts, registers and records required to be maintained by the Club may be in either electronic or physical form, or a combination, as is permitted by law.

33. COMMITTEES OF THE BOARD

- (a) Without limiting the other provisions of this Constitution, the Board may appoint:
 - (i) one or more advisory boards in respect of particular Club RCA Premises; and
 - (ii) one or more disciplinary committees to exercise the Board's disciplinary powers in respect of one or more of the Club's RCA Premises (and a particular Advisory Board may also be appointed as a Disciplinary Committee).
- (b) The appointment of a committee by the Board does not operate to exclude any power or right of the Board.

- (c) In accordance with the Corporations Act, each committee of the Board must keep proper minutes of all meetings and decisions in the same manner that the Board is required to keep minutes of its own meetings and decisions.
- (d) Each committee of the Board must conduct itself in such manner as directed by the Board and otherwise, in the same manner as the Board is required to conduct itself.
- (e) This provision does not limit the general words of the previous provision. Each committee of the Board may act only in relation to the matter or matters specifically delegated to the committee by the Board and subject to all limitations and restrictions imposed by the Board. The Board may impose requirements on a committee including in the form of a specific charter for a particular committee or in the form of a general charter or By-law applying to all committees.
- (f) Each member of a committee of the Board is bound by and must conduct themselves in conformity with:
 - (i) any Director Code of Conduct (if any) adopted by the Board that is current from time to time, as if for that purpose they are a director;
 - (ii) any Charter or Code Adopted by the Board generally in relation to committees of the Board, from time to time.
- (g) Unless otherwise directed by the Board, the quorum for a committee meeting is that number equal to a bare numerical majority of the total number of Committee members. To count, a Committee member must be present in person or through technology in the same manner as permitted under this Constitution for attendance at a Board meeting. No business may be conducted at a committee meeting except when a quorum is present.

PART 6 - CEO

34. NATURE OF THE POSITION OF THE CEO

In accordance with section 32 of the RCA the Club must at any time have one, but no more than one, CEO who is to be the chief executive officer of the Club.

PART 7 - RISK ALLOCATION

35. INSURANCE AND INDEMNITY OF OFFICERS

- (a) To the extent permitted by law, the Club:
 - (i) must indemnify each Relevant Officer against a Liability of that person and Legal Costs of that person;
 - (ii) may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person;
 - (iii) may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against a Liability of that person and Legal Costs of that person;
 - (iv) may enter into an agreement or deed on terms and conditions determined by the Board, with a Relevant Officer or a person who is, or has been an

officer of the Club or a subsidiary of the Club, under which the Club must do all or any of the following:

- (A) keep books of the Club and allow either or both that person and that person's advisers access to those books on the terms agreed;
 - (B) indemnify that person against any Liability of that person;
 - (C) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
 - (D) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Club or a subsidiary of the Club, on the terms agreed (including as to the payment of all or part of the premium for the contract of insurance).
- (b) Any such agreement or deed with a Relevant Officer or other such person, must first be approved by the Board in conformity with the Accountability Code.
- (c) For the purposes of this Rule, the following expressions have the meaning indicated:
- (i) **Legal Costs** of a person means legal costs incurred by that person in defending a claim or action for a Liability of that person or in relation to any Relevant Proceedings.
 - (ii) **Liability** of a person means any expense, loss or liability incurred by that person either as an officer of the Club or of any subsidiary of the Club; or as a result of facts or circumstances relating to the person's service as an officer of the Club or of any subsidiary of the Club; and in each case including liability for negligence; and where the context permits, including any alleged or potential such expense, loss or liability; but excluding any liability whether for costs or otherwise, arising as a result of any proceedings commenced by the person otherwise than at the written request of the Club.
 - (iii) **Relevant Officer** means a person who is, or has been, an officer of the Club (including a director or CEO) of the Club.

PART 8 - PROVISION FOR SECTIONS

36. SECTIONS

- (a) The Board may permit any section (sometimes called internal clubs, sub-clubs or intra-clubs) of the Club to:
- (i) adopt a name distinctive of that section, without implying that the section is not a section of the Club;
 - (ii) become affiliated with the body controlling any game or activity relevant to that section on such terms and conditions (not inconsistent with the RCA or this Constitution) as that controlling body may from time to time require and to authorise payments by the Club, of capitation fees to that controlling body or as required by that body.
- (b) A section is:

- (i) not a committee of the Board;
 - (ii) an internal division of the members of the Club in respect of or for a particular Club purpose or function,
 - (iii) not entitled without due approval of a resolution of the Club Board (and then, subject to any conditions imposed under any such resolution), to speak for the Club nor to commit the Club to any obligation or liability, and
 - (iv) not a separate legal entity nor does it have any separate existence as an unincorporated association of its own members.
- (c) A person is ineligible to be a member of any section of the Club unless he or she is an Ordinary Member, Employee Member, Junior Member or Life Member.
- (d) A section of the Club must operate its financial affairs through the Club's banking facilities and fully cooperate with the Club's auditors.
- (e) Subject to the continuing absolute control and supervision of the Board, any requirement or direction of the Board from time to time, each section of the Club may manage its own affairs (including Club funds and assets directly associated with the section that are specifically identified with the section or are in the control or position of the section) but must make regular reports to the Board (or otherwise as the Board may require from time to time). The minutes and records of the section or committee must also be produced regularly and promptly for inspection by or on behalf of the Board.
- (f) Subject to this Rule, the constitutions and Rules or By-laws of each section of the Club may be amended from time to time by a majority of the members for the time being of the section at a General Meeting of the section. However, an amendment proposed to and approved by a General Meeting of the section will not have effect unless and until it has been approved by resolution of the Board.
- (g) A section of the Club must in the exercise of those powers delegated to it, conform to any charter, regulation or restriction that the Board may impose upon it from time to time. The Chairperson (or his or her nominee, who must be a director), has by virtue of his or her office the right to be a member of all sections. A section or committee may meet and adjourn as it thinks proper. The meetings and proceedings of a section consisting of two or more members are, as far as practicable, governed by the provisions of this Constitution and of the By-laws if any that regulate the proceedings of the Board, unless otherwise prescribed by the Board.
- (h) A section of the Club may take disciplinary proceedings against a member of the section, in accordance with the constitution of the section, only in respect of matters concerning the operation of the section. The rules of natural justice do not apply. Any disciplinary action which is taken by a section of the Club in respect of any member of that section must immediately be reported to the Board together with the reasons for that action and with a recommendation as to further action (if any) to be taken by the Board. A section of the Club has no right to exercise any of the disciplinary powers of the Board under Rule 9. The Board may overrule any decision of a section.
- (i) Promptly when requested a section of the Club must provide the Board with the Section's annual report and any other information required by the Board from time to time.

- (j) All assets in the possession or control of a section of the Club are, as between that section and its members on the one hand and the Club on the other hand, owned absolutely by the Club.
- (k) This Rule does not limit the preceding general provisions. A section of the Club must not incur any liability in the name of the Club or binding on the Club except as expressly authorised in writing by the CEO.
- (l) The members of a section of the Club have no legal rights to the name used for the section or in relation to the Club's own name (or any substantially or misleadingly similar name).
- (m) A section must not affiliate, purport to become a member of or otherwise in any similar way associate or connect with or have any relationship with, any external body, and must not accept directions from any external body, except with the express approval of a prior fully informed resolution of the Board. Any such affiliation, membership or other relationship that names the section does not mean or imply anything to the contrary of the provisions of this Rule 36.

PART 9 - CLUB OPERATIONS

37. CLUB OPERATIONS

37.1 Club not to extend credit

The Club must not extend credit to anyone or cash any cheque or allow any purchases by credit card, contrary to legislation.

37.2 Club notice board

There are matters that legislation and this Constitution require to be displayed on a notice board. The Club must have a notice board at the Club's main premises and it must be:

- (a) readily accessible to and noticeable by members; and
- (b) large enough to carry the information it has to convey.

37.3 Club must keep registers of members

- (a) The Club must keep registers of members in the forms and with the details required by the RCA and including:
 - (i) the member's full name, postal address and membership category;
 - (ii) whether the member is an Absent Member; and
 - (iii) any other information that the Board may direct be kept on the registers.
- (b) A member must immediately advise the CEO of any change to their postal address by written notice delivered to the Office.
- (c) Those registers may be in conjunction with, or in addition to, the register of members that the Club is required to keep for the purposes of the Corporations Act.

38. Amending this Constitution

- (a) This Constitution may be amended by a special resolution of the Full members at a General Meeting held in accordance with this Constitution and the Corporations Act.
- (b) For the purposes of section 246B of the Corporations Act, it is agreed that the rights of members in any class of membership may be varied or cancelled by a special resolution passed at a General Meeting of the members, without a separate meeting of the members of that class. A special resolution that amends this Constitution is sufficient.
- (c) However, this Rule 38 does not limit Rules 5.4(c)(ii) or 5.4(c)(iii) or any other provision of this Constitution in relation to who is entitled to vote on any such proposed special resolution.
- (d) Pursuant to section 136(3) of the Corporations Act, it is a requirement that a resolution does not have the effect of amending the Constitution unless the voting on the resolution is in compliance with this provision.

39. REPLACEABLE RULES

The Corporations Act provides for “replaceable Rules” (see section 135 Corporations Act). Of those replaceable Rules, only those listed in the following table apply, subject to the other provisions of this Constitution.

Sections	Replaceable Rule
Directors	
198B	Negotiable instruments
203A	Director may resign by giving written notice
Company Secretary	
204F	Terms of office determined by directors
Inspection of Books	
247D	Company or directors may allow member to inspect books
Directors' Meetings	
248A	Circulating resolutions
248G	Passing of directors' resolutions
Meetings of members	
250G	Objections to right to vote
250M	When and how polls must be taken

40. NOTICES, MEETINGS AND VOTING – REQUIREMENTS AND FACILITATION

40.1 Mandatory requirements of legislation

The Club must comply with any requirement that is mandatory under the Corporations Act or other legislation applying to the Club, in relation to the timing or manner of giving a member a notice of meeting or other notice or a document or information, or in relation to the holding of a meeting or in relation to voting at a meeting.

40.2 Inconsistencies

If any of the following provisions in this Rule 40 is inconsistent with any such mandatory requirement then the mandatory requirement applies to the extent of the inconsistency.

40.3 Section 30C of the RCA

The rules prescribed by Section 30C of the RCA, are in force.

40.4 Giving of notice

Where the Club wishes or is required to give or publish a notice of meeting or any other notice to a member, or to give or send any document or information to a member, it is sufficient if the Club does that by:

- (a) any electronic means chosen by the Club; or
- (b) any other means that is permitted for the Club under legislation

including where permissible, by sending a link to where the notice, document or information can be viewed or obtained.

40.5 Electronic notices

Where the Club gives a notice of a document or information to a person by electronic means, it is enough if:

- (a) the electronic communication to the person gives that person sufficient information to allow them to access the document electronically and
- (b) it is reasonable to expect that the document or information will be readily accessible so as to be usable for subsequent reference.

40.6 Election to receive documents in hard copy

- (a) If a member has duly exercised any election under applicable legislation to receive particular documents in hard copy and that election is in force then the Club must give that member those documents in hard copy and not electronically – despite anything in this Rule 40.
- (b) However a member has no right to require the Club to provide particular documents in hard copy except for any right (if any) under applicable legislation.

40.7 Electronic addresses

For the purposes of this Rule 40 it is sufficient if the Club uses the electronic address for the person that is relevant to the chosen form of communication, either as recorded for the person in the Club's Register of Members or that to the Club (acting reasonably) appears to be current for the person.

40.8 Deemed receipt

A person is deemed to receive a notice, document or information duly sent by electronic means in accordance with this Rule 40 on the day after it is sent. That applies even if:

- (a) the person does not actually receive the notice, document or information; or
- (b) the Club, having duly sent to the correct electronic address, receives some transmission error message or the like from beyond the Club's own sending system.

40.9 Sending of duplicates

The Club may choose to send or provide a duplicate or duplicates of a notice, document or information to a person in other, additional ways without denying or affecting the validity of the manner in which the notice, document or information was originally given or published.

40.10 Possible alternatives for participation and voting

The Club may:

- (a) hold or permit holding of a members, board, committee or other meeting in connection with the Club, at which all or some of the persons involved attend by some electronic means chosen or accepted by the Club - but only if each person who speaks at the meeting can be heard by the other persons attending and can vote on any matter arising;
- (b) allow a person entitled to vote at a meeting or in an election in connection with the Club, to vote in person if physically in attendance or alternatively (whether physically in attendance or not) to vote by some electronic means chosen or accepted by the Club; and
- (c) allow a person entitled to vote in an election, to vote by post.

40.11 Annual Reports

The Club is not obliged to send an annual report to a member except and unless where that is required under the legislation.

41. ELECTRONIC COMMUNICATIONS AND TECHNOLOGY INCLUDING PERSONAL EMAIL ADDRESSES – ADDITIONAL PROVISIONS

- (a) This provision is to enable the Club to operate efficiently and cost-effectively by using electronic addresses, and primarily email, to connect with members.
- (b) Each member must have (and keep the Club notified of), a Personal Email Address. It is the responsibility of the member to keep the Club advised of the member's latest current Personal Email Address.

- (c) Any Full member who is an existing Full member at the date of the AGM in 2022 is not required to provide a Personal Email Address until the due date for the next payment on account of their annual subscription.
- (d) The Club is not required to recognise a person as a member at any time that they are not in compliance with that requirement and may terminate the membership of a member not in compliance – and the provisions of the Disciplinary Proceedings Code do not apply.
- (e) The Club is entitled to assume and proceed on the basis that the last email address notified to the Club by a member for this purpose, remains current and the Club may continue to use that address for the member.
- (f) If the Club becomes aware of another email address that appears to be current for a member then, acting in good faith, the Club may substitute that email address for the member in the Register of Members.
- (g) If despite the preceding provisions two or more members have nominated the same electronic address, then anything sent to that electronic address is deemed to be addressed to and received by each of them, even if sent only once or if not addressed to them.
- (h) Each member is still required to also keep the Club notified of their current usual residential address or if they have more than one, then the residential address that they most often use. If requested by the Club, a member must produce evidence to the reasonable satisfaction of the Club (which may include a statutory declaration and verified copies of corroborating material) verifying the member's principal residential address.
- (i) The Club may also collect and record an SMS address for a member. Where the Club has an SMS address recorded for a member then the Club's discretion may use that as the electronic address for the member for a particular notice or other communication, in lieu of using the member's email address.
- (j) For the purposes of anything under or in connection with this Constitution or the operations of the Club, the Board may approve any of the following and may delegate that power of approval to a Committee or to the CEO:
 - (i) any transaction with the Club taking place in part or wholly by means of one or more electronic communications;
 - (ii) the provision of any information by means of one or more electronic communications; and
 - (iii) the lodgement of any nomination for membership or for election, by means of electronic communication.
- (k) An approval may be general or for a particular case. An approval may be given despite any express or implied requirement for writing elsewhere in this Constitution and in lieu of the requirement for writing.
- (l) Each member consents to the Club and the associated organisations of the Club using any electronic address that the member provides to the Club or that the Club becomes aware of in some other way, for commercial electronic messages to the member. For each member, this consent continues until five business days after the member notifies the Club that the member withdraws consent to receiving

commercial electronic messages from the Club. A member wishing to withdraw consent should give the withdrawal notification to the Club's Privacy Manager.

- (m) "Commercial electronic message" in this Rule has the same meaning as in the Spam Act 2003 Cth.

42. PRIVACY

- (a) The Club will from time to time adopt a privacy policy to the extent required by law or otherwise as determined by the Board. References to the Club's privacy policy in the following provision, are references to the current policy from time to time promulgated by the Club.
- (b) Each member consents to the Club collecting and dealing with the member's personal information in accordance with the Club's privacy policy except, for future periods, to the extent that the member gives written notice to the Club withdrawing consent. A member wishing to withdraw consent should give the withdrawal notification to the Club's Privacy Manager.

43. PARTICIPATION IN ANY CLUB ACTIVITY, PROMOTION OR COMPETITION

- (a) The Club may (but is not obliged to) publish the rules and conditions for any activity, promotion or competition on the Notice Board or on the Club's website. Each member is taken to have notice of all such rules and conditions. If a member chooses to participate in an activity, promotion or competition then they do so subject to any such rules and conditions.
- (b) Where a member or any guest of a member participates or in any way is involved with any activity, promotion or competition in connection with the Club or any section of the Club, then the member or their guest is subject to all of the applicable rules and conditions adopted by the Club. That applies even if the member or their guest is not actually aware or has not made themselves aware of the particular rule or condition.
- (c) The Club wherever reasonably requested by a member or guest must provide a copy of all Rules or conditions relevant to any activity, promotion or competition.
- (d) The Club may include in the Rules or conditions applicable to an activity, promotion or competition provisions that do any one or more of the following:
 - (i) create mandatory qualifications or requirements for entry or participation;
 - (ii) create grounds for disqualifying someone from participating;
 - (iii) exclude or limit the liability of the Club or anyone else in connection with the activity, promotion or competition;
 - (iv) regulate the conduct of or participation in the activity, promotion or competition;
 - (v) apply specifically to a particular activity, promotion or competition or more generally;
 - (vi) reserve a discretion or discretions for the Club in connection with the conduct or offering of the activity, promotion or competition.

- (e) It is the obligation of a member or their guest before participating in any activity, promotion or competition to ensure that they have made themselves fully aware of all rules and conditions that will apply. A member or their guest must not deny or contest the application of any such rule or condition on the basis that the rule or condition was not brought to their attention or adequately brought to their attention.

44. THE CLUB MAY OFFER PROMOTIONS

- (a) The Club may offer any:
 - (i) loyalty, privilege or reward programme;
 - (ii) discount or rebate scheme;
 - (iii) promotional benefit scheme; or
 - (iv) other promotion,

as the Club sees fit from time to time for members and patrons that provides for an actual or potential benefit or advantage for a participating Full member based on one or more aspects of the member's past, current or future

 - (v) transactions with the Club (nature, number or levels);
 - (vi) visitations to the Club's premises or facilities (number or nature);
 - (vii) transaction patterns in dealing with the Club;
 - (viii) participation in Club activities or the activities of a section (nature or levels);
 - (ix) information that the member has chosen to provide (or not provide) to the Club (which may be an email address or details of a preference); or
 - (x) membership of a section of the Club.
- (b) All Full members must be entitled to participate in any such programme, scheme or promotion to the extent required for compliance with section 10(1)(i) of the RCA. However, it is no objection to any such programme, scheme or promotion that some or even a large number of Full members may not:
 - (i) wish to participate; or
 - (ii) be capable of participating (physically or otherwise); or
 - (iii) qualify (or be likely to qualify) to participate based on past or future occurrences (and hence, may not be informed in particular of the programme, scheme or promotion); or
 - (iv) for bona-fide operational or probity reasons be allowed to participate in a particular program, scheme or promotion.
- (c) The Club is not under any obligation to inform a particular member of a particular programme, scheme or promotion.

45. LIABILITY OF MEMBERS AND FINISHING THE CLUB

45.1 Liability of members

- (a) The liability of the members is limited.
- (b) Each member undertakes to contribute to the assets of the Club if the Club is wound up during the time that he or she is a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Club contracted before the time of ceasing to be a member and of the costs, charges and expenses of winding up the Club, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required but not exceeding \$2 (two dollars).

45.2 What the Club may do with its income and assets in a winding up

- (a) If the Club has any surplus assets after all its debts and liabilities are paid or discharged and it is about to be wound up or dissolved, then:
 - (i) that surplus must not be transferred to, paid to, or distributed among, the members
 - (ii) rather, that surplus must be given, or transferred, to another organisation that: has similar objects to those of the Club and which is required to apply its income and assets to promoting those objects; and is prohibited by its constitution from paying or distributing its income and assets amongst its members to an extent at least as great as the prohibition imposed on the Club by this Constitution.
- (b) The other organisation or organisations referred to in Rule 45.2(a)(i) must be determined by:
 - (i) the Full members of the Club in General Meeting (by ordinary resolution) at or before completion of the dissolution of the Club, or otherwise
 - (ii) the Supreme Court of New South Wales.

PART 10 - DEFINITIONS AND INTERPRETATION

46. DEFINITIONS

In this Constitution, unless the context otherwise requires:

Absent Member means a member who in the view of the Board, resides outside the State of New South Wales temporarily or permanently;

Accountability Code means the *Registered Clubs Accountability Code* set out in Schedule 2 of the *Registered Clubs Regulation 2015*;

Authority means the Independent Liquor and Gaming Authority;

Board means the Board of directors of the Club;

Board Charter means a charter that sets out the manner in which the Board meets and operates, adopted by the Board as varied by the Board from time to time;

By-law means a By-law adopted by the Board;

Constitution means this Constitution as amended or supplemented from time to time; and includes any By-law in force from time to time;

CEO means the Chief Executive Officer of the Club (who is also the Secretary) as appointed by the Board;

Club means Twin Towns Services Club Limited;

Corporations Act means the Corporations Act 2001 (Cth);

Director Code of Conduct means a code of conduct that sets out the standards for the conduct of a director, adopted by the Board as varied by the Board from time to time;

Employee means any person who is either:

- (a) an employee of the Club (whether full-time, part-time or on a casual basis); or
- (b) engaged in operations of the Club and whose services are provided to the Club by another.

Gaming Machines Act means the Gaming Machines Act 2001 (NSW);

Liquor Act means the Liquor Act 2007 (NSW);

Notice Board means a notice board located at the Club's main premises and maintained in accordance with Rule 37.2.

Office means the registered office of the Club;

Personal Email Address, in relation to a person, has the meaning given in Rule 6.1.

RCA means Registered Clubs Act 1976 (NSW);

Recording means any video or audio or video with audio, recording or the like held by the Club including from CCTV, a body camera, a facial recognition device, a computer screen recording or other equipment; and

State means the State of New South Wales.

46.1 Interpretation

In the interpretation and application of this Constitution, unless the context otherwise requires:

- (a) in calculating any period of time commencing from a particular day, the period commences on the following day and the following day counts as part of that period;
- (b) where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase, have corresponding meanings;
- (c) where an expression is defined anywhere in this Constitution, it has the same meaning throughout;

- (d) a reference to any gender includes male and female;
- (e) headings are for convenience of reference only and do not affect interpretation;
- (f) a mention of anything after include, includes or including, does not limit what else might be included;
- (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision;
- (h) a reference to dollars or \$ is to an amount in Australian currency;
- (i) the singular includes the plural and vice versa; and
- (j) a reference to anything (including any amount) is a reference to the whole or any part of it (except that nothing in this provision excuses a party from performing the whole of an obligation just because part of the obligation has been performed); and a reference to a group of persons is a reference to any one or more of them.

Attachment 1 **Members' Code of Conduct**

This Code is subject to amendment by resolution of the Board.

This Code is binding on members and also records the Club's expectations of other patrons who use any of the Club's premises or facilities.

This Code is for the benefit of the Club and no individual member or other patron is any right to make any claim under or in connection with this Code or to personally seek to enforce this Code.

1. Observance of policies

This provision does not limit other provisions of the Constitution. The Board may cause the Club to adopt and enforce (including on a temporary basis as the Board may determine), By-laws, policies and rules for:

- (a) the responsible service of alcohol;
- (b) the responsible conduct of gaming;
- (c) playing gaming machines;
- (d) participation in any promotion or club activity;
- (e) dress rules for patrons at any Club premises;
- (f) the regulation or prohibition of smoking;
- (g) the compliance with legal obligation binding on the Club or apply in relation to any of the operations of the Club;
- (h) fire safety;
- (i) work health and safety matters;
- (j) the achievement or maintenance of a safer or healthier environment for Club members, officers, executives and staff and for those attending at any of the Club's premises or functions and for those participating or involved in any activity in connection with the Club;

and a member must observe, support and not act in any manner inconsistent with any such By-law, policy or rule.

2. Bag Policy

- (a) Without limiting the previous provisions, the Club has determined that patron safety may be improved if the Club has the right to inspect anything that is brought on to any Club premises.
- (b) Members are required to co-operate when the club seeks to exercise the following rights.
- (c) Whilst the Club does not accept any responsibility for inspecting what is brought on to Club premises, the Club has the right to inspect anything that is brought or proposed to be brought on to any Club premises and in its absolute discretion to:

- (i) refuse permission for any particular item or matter to be brought on to Club premises; and
- (ii) refuse entry to or reject any person who declines an inspection of anything that they have with them, that is reasonably required by the Club at time of entry or when they are on the premises of the Club; and
- (iii) eject from Club premises, anyone who has with them any particular item or matter that the Club in its reasonable opinion determines to be unsafe, unsavoury or objectionable.

3. Gambling On Club Premises

- (a) Betting, gaming and gambling (whether or not for value) is prohibited on the Club's premises and at any Club activity or function – except for the lawful operation of approved gaming machines and the conduct of occasional games of chance (such as two-up on ANZAC Day) approved by the Board.
- (b) The selling of raffle or lottery tickets or the like, the conduct of prize draws of any kind, the conduct of competitions, and all other similar activities, are prohibited on Club premises without the prior approval of the Board.
- (c) Wagering is permitted only through lawful channels approved from time to time under legislation and conducted by the Club or with the approval of the Club.

4. Club Property including Signage

Members and other patrons must not:

- (a) remove, obscure or damage any notice or sign in or out any of the Club's premises;
- (b) remove any of the Club's property or otherwise deal with any of the Club's property, except as specifically intended by the Club and with due care and attention;
- (c) use any Club property or facility except for the proper intended purpose and with due care;
- (d) damage or deface any of the Club's property; or
- (e) display any notice, sign or symbol on any of the Club's premises or in connection with any Club activity or function.

5. Risky or otherwise inappropriate activities and behaviour

- (a) Members and patrons must not use Club premises or facilities for any risky, or otherwise inappropriate or improper, activity or behaviour, that can reasonably be assumed to have not been intended and expected by the Club and other patrons or to cause embarrassment or nuisance to other patrons or staff.
- (b) The Club will apply this requirement based on the Club's reasonable opinion of the expectations of the majority of members and patrons and taking account of community standards for family friendly premises and activities.

6. Damages

A member or patron must compensate the Club in full for all damages and costs incurred or faced by the Club as a consequence of any breach by the member or patron of any of the requirements of this Code.

7. Animals

- (a) A member or patron must not bring any animal on to any of the Club's premises except with the consent of the Club which the Club will not unreasonably withhold nor unreasonably impose conditions, such as in the case of a:
- (i) guide dog or other animal formally trained to assist a person with a disability, which is in harness;
 - (ii) an animal assisting with law enforcement;
 - (iii) an animal involved in the provision of entertainment approved by the Club;
or
 - (iv) subject to the reasonable requirements and directions of the Club, an "assistance animal" within the meaning of legislation*

to the extent the law requires access to be provided or the Club otherwise chooses - after the member or patron produces evidence of the circumstances to the reasonable satisfaction of the Club.

Notes: See the *Disability Discrimination Act 1992 Cth* and the *Companion Animals Act 1998 NSW*. In the interests of other patrons, the Club may:

- require an assistance animal to be under the control of the relevant person or another person on their behalf;
- exclude the animal if the Club reasonably suspects it has an infectious disease and where that is reasonably necessary to protect public health or the health of other animals;
- request the relevant person to produce evidence to the reasonable satisfaction of the Club that the animal is an "assistance animal" or trained to meet standards of hygiene and behaviour appropriate for an animal in a public place; and
- exclude the animal where the appropriate requested evidence is not produced.

The legislation and this Code do not affect the liability of a person for damage to property caused by an animal brought on to Club premises.

The club reserves the right to seek and apply any exemption from the legislation. The club is entitled to exercise any exemption obtained.

- (b) A person who brings an animal on to the Club's premises is responsible for the behaviour of that animal at all times including:
- (i) taking all reasonable steps to minimise any concern or inconvenience to any other patron, and
 - (ii) complying with all lawful conditions and requirements specified by the Club and all lawful directions from the Club, in that regard.

8. Exemptions

The Board in its absolute discretion from time to time may grant an exemption or impose additional conditions in any particular case to which this Code applies or would otherwise apply.

9. Complaints

- (a) Any complaint in connection with the club which is of concern should be made in writing to the Club's CEO.
- (b) A complaint regarding any matter requiring urgent attention can be made to the Duty Manager at the particular Club premises.
- (c) Members and other patrons are not entitled to reprimand any other member, patron or member of staff.

10. Use of Club name

- (a) No one may use the name of the Club or any logo, brand or trade mark (register otherwise) of the Club, without the prior informed approval of the Board and subject to any conditions imposed by the Board.
- (b) The Club reserves the sole right to use its own name and exercise its own intellectual property rights, exclusively for itself.
- (c) Without limiting those general requirements, members and patrons must not do anything in connection with the Club is misleading or deceptive or likely to mislead or deceive. That includes not doing anything that implies any non-existent Club connection or endorsement or that is misleading or deceptive regarding the nature or extent of a Club connection or endorsement.

11. Use of Club premises and facilities

- (a) Members and other persons must not use or appoint the Club's premises as a personal or business address or for the sale of any goods or services or as the delivery address for any goods or services or in connection with any activity that is not expressly approved by the Club.
- (b) A member may conduct interviews on the Club's premises, such as employment interviews, if the member makes it clear that the Club is not in any way connected in the process and does not cause any nuisance to any other member or other patron.
- (c) Members and other persons must not use the name of the Club or any of the Club's premises or facilities, in connection with any voluntary, community or charitable activity without the prior approval of the Board – and the Board will likely consider giving approval to the use of Club premises for such an activity where the activity is to be conducted so as to not cause any nuisance to any other member or other patron.
- (d) Members and other persons must not canvass other members or patrons at any of the Club's premises, functions or activities to sign the petition or otherwise signify support for any cause, without the prior approval of the Board – unless the petition or cause directly relates to the exercise of members' rights and obligations of membership or directly relates to the activities of the Club.

- (e) Members and other persons must not use the Club's premises or name to solicit donations, subscriptions or the involvement of other members or patrons in any activity without the prior approval of the Board – unless directly relating to the exercise of members' rights and obligations of membership or directly relating to the activities of the Club.

12. Restricted Access

Members and other patrons must observe all restrictions and limitations imposed by the Club from time to time in relation to restricted access to any area or restricted use of any facility.

13. Member ID Cards

- (a) If the Club has agreed to a member not having their photograph on their ID Card then the member must produce other photographic proof of identity on each occasion they enter any of the Club's premises and when originally requested.
- (b) The Club may refuse to recognise a member who is not able to produce their ID Card on request.
- (c) A member must not permit anyone else to use the member's ID Card (which for the purpose of this Rule 14 includes any player card, Smartcard, reward card or the like, issued by the Club associated with the member) or use another member's ID Card.
- (d) A member who has lost or substantially damaged their ID Card must immediately report that to the Duty Manager at one of the Club's premises. Where appropriate the Club may issue a replacement and that may be at the cost of the member.
- (e) Membership reward points and other benefits accruing to a member are personal to the member and are not transferable.
- (f) Member ID Cards at all times remain the property of the Club.

14. Guests

- (a) A member who introduces a guest to any of the Club's premises must enter the guest's name in the Guest Register, remain in the reasonable company of that guest at all times and is responsible for the conduct whilst on Club premises.
- (b) A member must not signing more than five guests to Club premises on any one day without the approval of the CEO or Duty Manager – which might not be given.
- (c) A member must observe any requirements or directions of the Club in force from time to time in relation to the introduction of guests.

15. Entry to Club premises

- (a) Everyone attending at any of the Club's premises is required to comply with all legal requirements for entry and any other requirements of the Club from time to time under Club policies and procedures such as those requiring signing for contractors.
- (b) Any visitor, whether or not a contractor or guest, to any of the Club's premises is only present at the grace of the Club and can be required to leave at any time

without the Club giving any reason and whether or not that might cause the visitor any embarrassment.

16. Risk waivers and acknowledgements

- (a) A member must not participate in the activities of any Club section – any internal sporting or social club – without first signing any risk waiver and acknowledgement required by the Club.
- (b) The Club may require a member to sign further or updated risk waivers or acknowledgements as a condition of continuing membership of and participation in the activities of any Club section.

17. Meetings and functions

- (a) Members must not hold meetings or functions of a formal or organised nature on any Club premises without the prior approval of the Club.
- (b) This does not restrict genuine small private social gatherings of an informal and impromptu nature.

18. Sporting amenities

All of the requirements of this Code applies equally in relation to the use of any sporting amenities provided by the Club.

19. Takeaway liquor

- (a) Purchases from a Club bottle shop must not be consumed on Club premises and must be removed from Club premises during permissible hours - sales for takeaway are not permitted after 10:30pm and purchases must be removed from the premises before 11pm (or as otherwise directed).
- (b) Purchases from a Club bottle shop must be left in the packaging in which they are supplied until well away from the Club premises and must not be consumed in the vicinity of any Club premises.
- (c) Liquor supplied on the Club premises in a glass or unsealed container, must be consumed on the Club premises.

20. Food and liquor brought to premises

- (a) Foodstuffs must not be brought into any of the Club's premises without the prior approval of the Club.
- (b) Liquor must not been brought into any of the Club premises.

21. Conduct of Members

In addition to meeting the above requirements at all times and without limiting those requirements or being limited by those requirements, each member also must:

- (a) treat the property of the Club with care and must not wilfully damage the property of the Club;

- (b) ensure that all of the property of the Club stays in its proper place and must not remove any of the property of the Club from its proper place without the written approval of the Club;
- (c) be polite and respectful of each other member or other person on or near any of the Club's premises or at any Club function or activity and must not disturb or cause offence to any member or other person on or near the Club's premises or at any Club function or activity in a manner prejudicial to the good order or good name of the Club;
- (d) preserve the integrity of the Club's premises and of Club functions and activities and not knowingly introduce on to the Club's premises or to any Club function or activity any person who has been expelled from or has been refused membership of the Club or refused admission to the Club's premises;
- (e) at all times behave in a way that is not unbecoming and is in the best interests of the Club and likely to establish and maintain a good reputation for the Club, whether on or off the Club premises and at all times and including behaviour in relation to matters not connected with the Club;
- (f) not do anything, or procure anything to be done, in connection with the Club contrary to the Registered Clubs Accountability Code set out in Schedule 2 of the *Registered Clubs Regulation 2016*;
- (g) not behave in a manner prejudicial to the good order of the Club or to the comfort or welfare of any member, guest or employee;
- (h) not engage in dangerous, illegal, offensive, threatening, patently unethical, nuisance, harassing, insubordinate, lewd, violent, quarrelsome, indecent or disorderly conduct on or in the vicinity of any of the Club's premises or facilities or at any Club function or activity or in any way in connection with the Club;
- (i) not be guilty of any conduct unbecoming of a member or detrimental or prejudicial to the interests of the Club, or which is likely to bring the Club into disrepute or contempt, whether on or off Club premises;
- (j) ensure that any guest introduced to the Club by the member behaves to at least the same standard required of members of the Club;
- (k) ensure that any guest introduced to the Club by the member is a proper person to be a guest of the Club and must not introduce to the Club any person who has ever had their membership terminated for misconduct or non-payment of any amount owing to the Club;
- (l) comply with any reasonable direction of the CEO or other Club executive or any other person authorised by the CEO in relation to anything to be done or not done on any of the Club's premises or at any Club function or activity including any request to leave premises or any function or to desist from being involved in any activity and including any request or direction in conformity with or in the pursuit of the Club's responsible service of alcohol and gambling policies as adopted and amended by the Board from time to time;
- (m) not introduce any visitor to the Club except in accordance with this Constitution;
- (n) not be involved in or associated with, at or in the vicinity of any of the Club's premises or facilities, or at any Club function or activity;

- (i) the distribution of how-to-vote or other electioneering material, or
- (ii) any lobbying, canvassing of votes or other electioneering, that can reasonably be expected to be unwelcome to a recipient or viewer or in any circumstance that is reasonably likely to cause a nuisance or offence or inconvenience to a Club patron,

however, this restriction does not apply at or in the vicinity of any of the Club's premises or facilities at a time when those particular premises or facilities are being used with the consent of the Club as a polling booth in connection with any government, semi-government or local authority election;

- (o) not engage in any improper or unseemly conduct in relation to any election or appointment to any position with the Club or any Section;
- (p) not by any improper or unseemly action or the use of coercion or through other unconscionable conduct, procure any vote in any election or respect of any proposed resolution of the Board or of the members or of any committee or sub-committee, in connection with the Club;
- (q) not knowingly or recklessly breach confidentiality in connection with any of the affairs of the Club;
- (r) not act in excess of any actual authority of the member, in connection with any of the affairs of the Club or claim any authority that the member does not have;
- (s) not engage in any conduct towards another member, a patron at any of the Club's premises, any Club officer or executive or any Club employee, that amounts to bullying, harassment, sexual harassment, unlawful discrimination or disparagement, or that is otherwise contrary to law or unbecoming of a member;
- (t) not be intoxicated on or in the vicinity of any of the Club's premises or at any Club function or activity;
- (u) not bring liquor onto any of the Club's premises or to any Club function or activity without Club permission;
- (v) not use profane, obscene or otherwise objectionable language;
- (w) not enter any office, bar, storeroom, or other non-public part of any of the Club's premises, without authority;
- (x) not enter or remain on Club premises at an unauthorised time;
- (y) not be involved in connection with the supply of liquor or the conduct of gaming at any of the Club's premises, in any manner or at any time contrary to law;
- (z) not infringe this Constitution or legislation controlling the operation of the Club or do anything that might cause the Club or any officer, executive or employee to so infringe;
- (aa) not behave in a manner prejudicial to the good order of the Club or to the comfort or welfare of any member or guest or any employee or contractor of the Club;
- (bb) not engage in any gambling activity on the Club's premises other than approved gaming as lawfully provided by the Club;

- (cc) not take liquor from the Club other than as allowed by the RCA;
- (dd) not engage in any activity on or in the vicinity of any of the Club's premises, in connection with prostitution;
- (ee) not supply liquor to any person under the minimum age specified by the law relating to clubs for the time being in force;
- (ff) not smoke in non-smoking areas of the Club's premises or take food into any designated smoking area during any period when the Club has directed that food not be consumed in that area;
- (gg) not knowingly make a false or misleading entry on an application for membership;
- (hh) not knowingly or recklessly make a false or misleading statement in relation to a Board election;
- (ii) not otherwise knowingly or recklessly make a false or misleading statement or do anything that is false or misleading, in connection with or in relation to any of the operations, interests or affairs of the Club or in connection with, or in relation to, any other member or any party that has any connection with the Club;
- (jj) not be financially indebted to the Club for longer than two months;
- (kk) not dress inappropriately in the opinion of the duty supervisor or in contravention of the dress Rules as specified by the Board of directors from time to time and as promulgated on the Notice Board;
- (ll) not use or possess any prohibited or illicit drug, plant or substance;
- (mm) not as a director, fail to comply with any Club Board Charter or Directors Code of Conduct or other duty owed to the Club;
- (nn) not as a member of a committee or sub-committee within the Club, fail to comply with any Charter in connection with that committee or sub-committee or other duty owed to the Club; and
- (oo) not as a member of any Section of the Club, fail to comply with the rules of that Section.

22. Recording of misconduct at premises

An allegation of misconduct at the Club's premises against a member is to be brought immediately to the attention of the duty supervisor, who is to record the following details in the duty log (as relevant):

- (a) date and time of the alleged offence;
- (b) the name and address and, if applicable, the membership number of the alleged offender(s);
- (c) the nature of the alleged misconduct;
- (d) the names, addresses, telephone numbers and, if applicable, the membership numbers of witnesses;

- (e) whether the alleged misconduct has occasioned injury to any person and what has been done about it;
- (f) whether or not police were notified or attended;
- (g) the nature of any damage to property caused by the alleged misconduct; and
- (h) any other details prescribed by a relevant regulatory body or authority.

Attachment 2 Disciplinary Proceedings Code

This Code is subject to amendment by resolution of the Board.

1. Board may discipline members

The Board has the power to reprimand, suspend from all or any of the rights and privileges of a member (including the right to come onto any premises or use any facility of the Club or participate in any activity in relation to the Club or any Section of the Club or enjoy or receive any benefit in connection with the Club) (for a fixed period or indefinitely), or terminate the membership of and expel any member, or accept the resignation of the member, if in the Board's opinion the member:

- (a) has not complied with any provision of the Member Conduct Code, any By-law or any other provision of the Club's Constitution; or
- (b) obtained membership by improper means; or
- (c) no longer satisfies the relevant qualifications for membership; or
- (d) has become bankrupt or committed any act of bankruptcy; or
- (e) may pose an unacceptable risk to themselves or any other person, if they continue as a member; or
- (f) is otherwise of such character or reputation that may be prejudicial or bring disrepute to the Club; or
- (g) on any other ground, is otherwise no longer desirable as a member.

2. Delegation to disciplinary committee

- (a) The Board may delegate all or any part of its powers to reprimand, suspend or expel members and may delegate the handling and investigation of complaints concerning members, as the Board considers fit from time to time subject to the provisions of paragraph (b) below.
- (b) Any such delegation by the Board may only be to a disciplinary committee appointed by the Board that comprises not less than three members including at least two members of the Board; and the quorum for any such disciplinary committee is three committee members.
- (c) To the extent that the context permits, any reference in this Code to
 - (i) "the Board" includes any such disciplinary committee;
 - (ii) "Board meeting" includes a meeting of any such disciplinary committee;
 - (iii) "complaint" includes any complaint, allegation, concern or charge relating to a member; and where there is more than one complaint against a member, at one time, is a reference to each complaint.

3. No fines

- (a) The Club does not have the power to fine any member.

- (b) However, where there is a complaint or potential complaint against a member and the member provides recompense or other compensation to the Club or anyone else concerned in connection with the complaint or potential complaint, then that is a matter that the Board can take into account in dealing with the complaint or potential complaint.

4. Who can make a complaint

Any member (including any member of the Board) or the Board or any Club executive or any other person may make a complaint that may lead to the reprimanding, suspension, or expulsion of a member.

5. Complaints to be made to the Board

- (a) Complaints intended for the attention of the Board should be made in writing, clearly marked "Complaint – Attention Board", and lodged with the CEO.
- (b) Despite (a) above:
 - (i) any incident or other occurrence recorded by a Duty Supervisor or any other Employee may be treated by the Board as a complaint for the purposes of this Rule;
 - (ii) the CEO also may refer any matter to the Board by way of a complaint against a member; and
 - (iii) the Board may also act on its own motion, to consider disciplinary action against a member;

and in each such case the complainant is the Club.

6. Investigation of a complaint

- (a) The Club or the Board itself may consider, investigate and act on a complaint whether or not the complaint complies with the requirements of this Code.
- (b) Neither the Club nor the Board is bound to consider a complaint; and also the Board may consider and act on a complaint without causing any investigation or the completion of any investigation in relation to the complaint.
- (c) Neither the Board nor any member of the Board is disqualified from involvement in the investigation, handling or ruling on any complaint or the exercise of the Board's disciplinary powers, because:
 - (i) of any personal involvement in relation to the matters that are the subject of the complaint, or
 - (ii) of any involvement in relation to bringing the complaint to a hearing or the issue of a Hearing Notice, or
 - (iii) they may be a witness or potential witness in relation to any aspect of the complaint, or
 - (iv) they or the Club are or are deemed to be the complainant.

However, no member of the Board may be involved in any way in the handling, investigation or ruling on a complaint to the extent that the complaint is against them personally.

7. Proposal to disqualify a director

- (a) Any proposal for a resolution that may lead to the disqualification of a director from being a director, is a "complaint" for the purposes of this Code.
- (b) The disciplinary processes under this Code apply and must be followed and completed before the Board considers a motion for such a resolution. Without limiting the other provisions of this Code, in this case the disciplinary hearing must take place at a Board meeting or, if delegated to a disciplinary committee, then despite any other provision of this Code the disciplinary committee must comprise not less than four members including at least two of the members of the Board.

8. Disciplinary actions

Before taking disciplinary action against a member in relation to a complaint, the Board must conduct a disciplinary hearing at a Board meeting and the following provisions apply.

9. Hearing Notices

- (a) Related occurrences and events, or circumstances, may be raised against a member together as a basis for a single complaint or separately as a basis for several complaints.
- (b) At least seven days before the hearing, the Club must give the member a disciplinary hearing notice (**Hearing Notice**) calling on the member to attend the hearing and to show cause why they should not be reprimanded, suspended or expelled as a member.
- (c) A Hearing Notice:
 - (i) (**Disciplinary hearing**) must state that it is a disciplinary hearing notice pursuant to the Club's Constitution;
 - (ii) (**Hearing details**) must specify the date, place and time appointed for the disciplinary hearing in relation to the complaint or complaints that have been alleged against the member - and the date must be no more than two months after the date of the Hearing Notice although that does not limit the potential for an adjournment or adjournments under the further provisions below;
 - (iii) (**Summary of complaint**) must provide at least broad details of each complaint that has been raised against the member;
 - (iv) (**Requirement to show cause**) must require the member to show cause at the hearing why they should not be disciplined in relation to the complaint or complaints;
 - (v) (**Summary of particulars**) must include a broad summary of the particulars of the immediate circumstances giving rise to the complaint (which may also be referred to as a "charge"), or complaints;

(vi) **(Summary of aggravating factors)** may include a summary of a statement of any aggravating or other factor to be considered - but this does not prevent the Board at the hearing also taking into account any additional aggravating or other factor that in the opinion of the Board was reasonably likely to have been known to the member or of which the member should reasonably be presumed to have been aware or could have been aware but for recklessness or other lack of care or consideration;

(vii) **(Member's preliminary response in advance - to assist the Club to prepare for the hearing)** may require the member to give notice to the Club in response in writing by a specified time that is not less than five days after the hearing notice is given to the member, regarding

- (A) any complaint to which the member pleads guilty.
- (B) any of the particulars specified in the hearing notice, that are admitted by the member;
- (C) any aggravating or other factor specified in the hearing notice, that are admitted by the member; and
- (D) the name of each witness that the member proposes to call at the hearing;

and in that case the member:

- (E) may in the response provide details of any explanation or other factor relevant to penalty - but the Board is not obliged to take any explanation or other factor into account if not supported by evidence at the hearing and the Board is entitled to expect any explanation and, in particular, any character evidence, to be in the form of one or more statutory declarations and to give little weight to evidence in any other form;
- (F) is bound by the response, and
- (G) may not call any other witness at the hearing, apart from those notified; and

(viii) **(Non-attendance)** must advise that the complaint or complaints may be dealt with and the member may be subject to penalties even if the member does not attend the meeting.

However, the Hearing Notice does not have to set out all of the particulars of a complaint and the notice does not have to state the specific findings that might be made under this Constitution against the member arising out of the circumstances of the complaint.

(d) The member is assumed to be fully aware of the provisions of this Constitution. The Club may but is not obliged to give the member a copy of this Code with the Hearing Notice.

10. Adjournment

- (a) The Board acting reasonably for its own convenience or in the discretion of the Board, at the request of the member may:
 - (i) move a hearing from the original notified date, by not less than 48 hours notice to the member, which notice may be given to the member by any means that the Club regards as reasonable including through an informal channel such as a phone call or a text message; and
 - (ii) at a hearing adjourn (or further adjourn) the hearing to a later date or later dates.
- (b) Where the hearing is adjourned, if the member has been suspended pending the outcome of the hearing then that suspension automatically continues until after the hearing proceeds on the date to which it has been adjourned or until further decision of the Board. This applies also if there are multiple adjournments.

11. Resignation in the face of a Hearing Notice

If a member in receipt of a hearing notice resigns their membership of the Club at or before the hearing, the Club may take the resignation as an admission of guilt and that the member has no cause to show why the member should not be expelled.

12. Member response/notification

- (a) These provisions do not limit the other provisions of this Code.
- (b) If the member in receipt of a Hearing Notice chooses not to attend the hearing then the member is still expected to notify the Club through the office of the CEO (in writing at least 48 hours prior to the appointed time and date, with clear reference to the proposed disciplinary hearing), whether the member pleads not guilty, guilty, or guilty with explanation in relation to the complaint.
- (c) In that notification the member is expected:
 - (i) if pleading guilty with explanation, to provide full details of the explanation;
 - (ii) whether or not pleading guilty, to show cause why they should not be reprimanded, suspended or expelled as a member;
 - (iii) say anything else the member wants to say about what might be the appropriate penalty in all the circumstances if the member were to be found guilty of a complaint even if they have pleaded not guilty; and
 - (iv) to provide the evidence (if any) on which the member relies in support – which would usually be in the form of one or more statutory declarations.
- (d) If the member provides such a notification in advance of the disciplinary hearing that the Board must consider that notification and any supporting materials, at the disciplinary hearing along with the other reports, materials and evidence available to the Board.

13. Non-attendance

- (a) A member in receipt of a hearing notice is entitled to attend the hearing for the purpose or answering the complaint.
- (b) If the member does not attend the hearing then the Board may:
 - (i) determine that the member is suspended from all rights and privileges of membership until the member makes arrangements to the reasonable satisfaction of the Board for the member to appear to answer the Hearing Notice;
 - (ii) (in the absence of any written response in advance from the member and in the absence of any other reasonable explanation known to the Board for the member's non-attendance) in its discretion take that as an admission by the member that the member has no cause to show why the member should not be expelled;
 - (iii) either then or at a subsequent meeting without further notice to the member, proceed with the hearing and determine the complaint or complaints in the absence of the member but having regard to any representations made to the Board in writing by the member.

14. Disciplinary hearing timing

The disciplinary hearing must not start earlier than the time specified in the Hearing Notice given to the member but the member must be ready for and may not object to any reasonable delay in commencement beyond the specified time, such as might be necessary if previous business goes over time.

15. Conduct of the hearing

- (a) The provisions of the Constitution in relation to meetings and participation in meetings by electronic means, apply also in relation to any disciplinary hearing as the Board chooses its discretion.
- (b) The chairperson at a disciplinary hearing acting reasonably, determines the procedure to be followed at the hearing subject to any resolution of the Board. The Board in undertaking a disciplinary hearing acts as a social club domestic tribunal and is not expected to formally apply the legal rules of evidence or to follow strict court process.
- (c) The Board may determine a complaint at a disciplinary hearing by determining whether the member on the balance of probabilities has shown cause why the member should not be found guilty of the complaint on the basis of the particulars and factors alleged in the Hearing Notice.
- (d) The Board at the disciplinary hearing may:
 - (i) receive and consider any report or other material from or prepared by a Club executive or other employee, or consultant to the Club, without that person being present at the hearing, without being obliged to hear from that person, and without that person being examined by the member; and

- (ii) receive and consider any report or material concerning any matter or circumstance that arose or is alleged to have arisen prior or subsequent to the circumstances of the particular complaint.

However, if the member is present at the hearing then:

- (A) the Board must advise the member about any such report or other material that the Board proposes to consider, and
 - (B) the Board must provide the member with either a copy or a fair summary of the report or materials, but the Board is not obliged to provide a copy, nor details of any conclusion or recommendation that may be contained in the report or materials.
- (e) Without limiting the other provisions of this Code, the Board may consider and take into account any of the following even if not referred to or spelt out in the Hearing Notice given to the member, to the extent that they are or reasonably might have been expected to be known to the member or about which the member reasonably could have been expected to inform themselves:
- (i) surrounding circumstances and general context for the complaint including but not limited to the particular circumstances of the member; and
 - (ii) circumstances before or after the immediate circumstances of the complaint including but not limited to any prior warnings or disciplinary action concerning the member and also any development in connection with the member since the event or events giving rise to the complaint.

16. Recordings

- (a) If the member is present at the hearing and the Board intends to consider any potentially relevant Recording then the member must be allowed to see and hear (as applicable), the Recording at the hearing and given the opportunity to respond before any decision is made.
- (b) If there is any relevant Recording then the Club in its absolute discretion (including after consideration of the privacy expectations of other patrons), may but is not obliged to make appropriate arrangements for the member to see and hear (as applicable), the Recording in advance. That may involve providing access at some place away from the Club's premises as the Club may reasonably require for the sake of good order. In no case is the Club obliged to give the member a copy of or advance access to any such Recording. The member is not entitled to copy any Recording.

17. Witnesses

- (a) The member is entitled to call witnesses in their defence but the Board may proceed to consider and deal with a complaint whether or not any witness called by the member appears.
- (b) The member alone is responsible for the witnesses that the member wishes to call and for arranging for their attendance.
- (c) The member may only call a reasonable number of witnesses. A witness called by the member may only give evidence once during the hearing and must also submit to questions from the Board. Witnesses called by the member may be required to

be fully identify themselves including if required by the Board through the production of photo or other identification.

- (d) The Club is not obliged or able to compel any witness to appear. The Board may proceed to a final decision despite any proposed witness either not attending or not being prepared to give testimony.
- (e) Without limiting the other provisions of this Code, the Club must use its reasonable endeavours to facilitate attendance at the hearing by any witness wanting to attend and give evidence at the request of the member – where the member has given the Club written notice through the office of the CEO at least two days in advance of the hearing date, of the intention to call witnesses and the full names of the witnesses. However this does not require the Club to allow any person to access the Club's premises who is not themselves a member or suitable to be signed in as a guest of a member.

18. Other evidence

If the member wants to present any character evidence or evidence of personal circumstances relevant to an explanation or to what might be an appropriate penalty, and that evidence should preferably be in the form of one or more statutory declarations and not through witnesses. The Board is not required to give any weight to evidence that is not in the form of a statutory declaration or to any such statutory declaration that does not reasonably acknowledge all of the relevant circumstances of the complaint.

19. Representation/support person

- (a) The member is not entitled to be represented at the hearing.
- (b) The Board in its discretion may give approval for the member to be accompanied by one (but not more) other person at the hearing if approval is requested in advance and details of the proposed support person are provided (name, relationship to the member and confirmation that they will not be attending as a legal representative) (which approval is entirely at the discretion of the Board). If approval is given then that person is to be in attendance solely to provide support and comfort to the member and possibly assist with interpretation if that is what the member wishes but the person needs to conduct themselves as a support person and not as an advocate.
- (c) Where the Board gives approval for any such support person to attend at the hearing with the member, the Board may at any time withdraw that consent including without limitation where the Board determines it has been misled as to the circumstances of the support person or if the support person does not follow any reasonable request as to how to conduct themselves with decorum during the hearing.

20. English language

- (a) The affairs of the Club including disciplinary hearings, are primarily conducted in the English language and have been since the inception of the Club and all members became members of the Club with full knowledge of that.
- (b) The disciplinary hearing will be conducted in the English language and the member is not entitled to take any objection on that account.

- (c) If the member feels that they need an interpreter then the Club may but is not obliged to assist in organising an interpreter if that is requested well in advance. In that case the member is also not entitled to raise any objection at the hearing or subsequently that the interpreter may not be officially recognised and might be a member of Club staff.
- (d) The member is not entitled to any delay if the Club for any reason does not arrange an interpreter or because of the absence of an interpreter.

21. Executives, staff and Club legal adviser at a disciplinary hearing

- (a) The CEO and other Employees and other persons, at the discretion of the Board may attend and assist the Board at the hearing and with its deliberations but must not vote.
- (b) The CEO and any other Employee or other person at the discretion of the Board may be present at the hearing to give evidence whilst also being present to continue to assist the Board.

The Board is entitled in its discretion to have a Club legal advisor present to guide the Board in the discharge of its functions and may take legal advice without the member being present. The legal adviser is not disqualified from being present because they may have been a witness to some or all of the relevant matters. If present, the legal advisor is solely present to provide advice to the Board and the Club and nothing said by the legal advisor is advice to the member. The member is not entitled to know the advice that the Board receives from the legal advisor.

22. Conduct at the hearing and security risks

- (a) If the Board apprehends that there may be a security risk if the member or a particular witness is allowed to attend a hearing then the Board in its discretion may exclude the member or the prospective witness from the hearing (and may notify the member or the prospective witness accordingly in advance).
- (b) In that case the Board may still proceed to come to a decision as to the member's guilt or innocence in relation to the complaint and regarding any penalty if any, in the absence of the member and in the absence of hearing from that prospective witness.
- (c) If at the hearing the member conducts themselves inappropriately or otherwise seeks to disrupt the hearing then the Board may warn the member and require the member to act appropriately and caution the member.
- (d) If the member then fails to heed the caution and acts or continues to act inappropriately or in a manner that prevents the normal continuation of the hearing, the Board may exclude the member and finish the Board's deliberations and come to final decisions (including as to whether to reprimand, suspend or expel the member), in the absence of the member. In its deliberations the Board may also take full account of the conduct of the member at the hearing.
- (e) If the Board:
 - (i) reasonably concludes that the hearing can no longer be continued in the presence of the member because of unacceptable risk to the security and safety of any Club officer or executive or other person, or because of untoward behaviour of the member or their support person or of a witness

called by the member (including the failure of the support person or a witness to leave if that has been requested on account of their behaviour); and

- (ii) has first warned the member of concern that there is an unacceptable risk or about any such untoward behaviour and asked the member to attend to the risk of the behaviour; and
- (iii) concludes after that, that an unacceptable risk remains or that the untoward behaviour is not likely to cease,

then (and also in any case that the Board reasonable determines to be an emergency situation in some way connected with the member) the Board may adjourn the hearing to another place and complete the hearing in the absence of the member or a support person and without further notice.

23. Voting at a disciplinary hearing

- (a) Voting on any resolution in relation to the disciplining of the member by the members of Board taking part in the hearing may take place in the absence of the member.
- (b) In making a decision regarding a complaint, the Board must:
 - (i) first come to a decision as to what particulars and other factors have been made out;
 - (ii) second, based on those findings come to a decision as to the member's guilt or innocence in relation to the complaint; and if there is a finding of guilt in relation to any part of a complaint;
 - (iii) third, the Board must then come to a decision on penalty.

In the discretion of the Board, however, those decisions may be reflected in a single resolution determining innocence or penalty.

- (c) Any decision of the Board at a disciplinary hearing (including at any adjourned or subsequent meeting) must be by majority vote. Voting is by open voting at the meeting, in the absence of the member concerned.

24. Penalties

- (a) The Board is not required to inform the member of any determination or finding on guilt, or to allow the member to make further representations after a determination or finding on guilt, before considering any penalty.
- (b) The Board at the hearing or any subsequent hearing may resolve to discipline the member as it sees fit.
- (c) Without being under any obligation to consider doing so or to do so, the Board may reopen any hearing at any time and may set aside or vary any decision regarding a penalty, although again without being required to assign any reason for its decision.
- (d) Any decision or determination of the Board had a disciplinary hearing is final and the Board is not required to assign any reason for any finding or determination.

- (e) Despite the previous provision, the Board on its own motion may revoke or amend any finding or determination made at or following a disciplinary hearing.

25. Nature Of Disciplinary Powers

The various powers conferred by this Code and Constitution to suspend a member's rights and privileges of membership and to remove a member or other person from Club premises or disallow a member or other person access to Club premises, are exclusively for the benefit of the Club itself and not for the benefit of any individual member.

26. Exclusion of claims

- (a) A member or former member (including a member or former member against whom a complaint has been made or who has been called on to show cause why they should not be reprimanded, suspended or expelled or who has been the subject of disciplinary proceedings pursuant to this Constitution), is not entitled to commence or prosecute any action or legal proceeding against:

- (i) the Club or any Club director, other member, employee, consultant or agent or any other person for anything said, done or omitted in good faith in connection with this Code or any of those other provisions or anything arising under or out of any of them; or
- (ii) any person who provides any complaint, statement, submission, advice or evidence (orally or in writing) in connection with anything arising or that might arise under this Code or in connection with any of those other provisions, for anything said, done or omitted in good faith in connection with or in complaint, statement, submission, advice or evidence,

and all proceedings and utterances in connection with those matters or at any meeting in connection with anything arising under or out of this Code or in connection with any of those other provisions or at any Board meeting or General Meeting in connection with anything arising under this Code or in connection with any of those other provisions, are privileged and protected from any action or legal proceeding taken by a member or former member. However, importantly, this provision does not protect any person against a claim or liability for maliciously or knowingly making a false or misleading statement.

- (b) Without limiting the preceding words, following are privileged and protected from any action or legal proceedings taken by a member:

- (i) all complaints and all notices, letters, evidence and other matters arising under or incidental to any complaint; and
- (ii) any hearing and determination, and all proceedings and utterances at General Meetings and Board meetings, held in connection with a complaint.

- (c) However, this provision does not restrict:

- (i) action against a person for maliciously or knowingly making a false or misleading statement, or
- (ii) any other disciplinary action by the Board that the Board deems appropriate.

27. Application to all Full members

- (a) The provisions of this Code apply to all Full members.
- (b) Nothing in this Code restricts the rights of the Club regarding, members who are not Full members or anyone else.

28. Power to suspend on issue of a Hearing Notice

- (a) This provision does not limit the powers of suspension arising under other provisions or legislation.
- (b) If a Hearing Notice is issued to a member pursuant to this Code then the CEO or under any delegated authority, the senior employee of the Club then on duty at the Club's premises from time to time or other senior Club manager, has power to immediately suspend such a member from any or all rights and privileges of membership until the charge is heard and determined. This power may be exercised without the need for any further notification to the member or hearing and without the need to give any additional reason.
- (c) Nothing in this Code or any other provision in this Constitution conferring power to suspend a member's membership or remove them or a patron from Club premises or disallow a member or a patron access to Club premises or otherwise restrict their rights and privileges, creates any legal duty or obligation to any member or patron on the part of the Club or any Club officer, employee, consultant or agent in relation to when or how or if any such powers are or are to be exercised.

Attachment 3 Board and Board Elections Regulations

The Board cannot amend these Regulations by resolution: these Regulations can only be amended in the same way as any other provision of the Club's Constitution.

1. COMPOSITION OF THE BOARD

The Club's Board consists of nine directors including the Chairperson and the Deputy Chairperson.

2. TRIENNIAL RULE

- (a) The directors (including any director who becomes the Chairperson or Deputy Chairperson) are elected to the Board in accordance with the "triennial rule" set out in Schedule 4 of the RCA and otherwise in accordance with the provisions of this Constitution.
- (b) For convenience of reference, that Schedule is reproduced on the next page.

Schedule 4 Rules for election to governing body for term of 3 years
(Section 30)

1 Definitions

In this Schedule:

general meeting means a meeting of the members of the club at which members of the governing body are to be elected.

triennial rule means the Rule of the club that provides for the election of members of the governing body in accordance with this Schedule.

year means the period between successive general meetings.

2 (Repealed)

3 First general meeting under triennial rule

- (1) The members elected to the governing body at the first general meeting at which the triennial rule applies shall be divided into 3 groups.
- (2) The groups:
 - (a) shall be determined by drawing lots, and
 - (b) shall be as nearly as practicable equal in number, and
 - (c) shall be designated as group 1, group 2 and group 3.
- (3) Unless otherwise disqualified, the members of the governing body:
 - (a) in group 1 shall hold office for 1 year, and
 - (b) in group 2 shall hold office for 2 years, and
 - (c) in group 3 shall hold office for 3 years.

4 Subsequent general meetings

At each general meeting held while the triennial rule is in force (other than the first such meeting) the number of the members required to fill vacancies on the governing body shall be elected and shall, unless otherwise disqualified, hold office for 3 years.

5	<p>Casual vacancies</p> <p>(1) A person who fills a casual vacancy in the office of a member of the governing body elected in accordance with this Schedule shall, unless otherwise disqualified, hold office until the next succeeding general meeting.</p> <p>(2) The vacancy caused at a general meeting by a person ceasing to hold office under subclause (1) shall be filled by election at the general meeting and the person elected shall, unless otherwise disqualified, hold office for the residue of the term of office of the person who caused the casual vacancy initially filled by the person who ceased to hold office at the general meeting.</p>
6	<p>Re-election</p> <p>A person whose term of office as a member of the governing body under the triennial rule expires is not for that reason ineligible for election for a further term.</p>
7	<p>Revocation of triennial rule</p> <p>If the triennial rule is revoked:</p> <p>(a) at a general meeting—all the members of the governing body cease to hold office, or</p> <p>(b) at a meeting other than a general meeting—all the members of the governing</p> <p>body cease to hold office at the next succeeding general meeting, and an election shall be held at the meeting to elect the members of the governing body.</p>

- (c) A director may be re-elected at the end of a term of office.
- (d) If a casual vacancy on the Board has been filled in the period prior to an AGM, then under the triennial rule that may create a vacancy to be filled at the AGM for a term of less than three years. In that case the following provisions apply – referring to that position for a term of less than three years as a "shorter term", and if there is more than one such vacancy to be filled at the AGM referring to those positions as the "shorter terms".
- (i) All candidates in the election are eligible for election to all of the vacant positions including any shorter term.
- (ii) If there needs to be a ballot then the successful candidates in descending order of the number of votes received will fill the three-year term positions that are up for election and then the shorter term positions – and if there is more than one shorter term position and the shorter term positions are of different lengths, then the longest is filled first and so on.
- (iii) In the case of any tied vote between candidates and to the extent necessary the candidates who receive tied votes may agree between themselves as to how to fill the positions available to them or in the absence of agreement that must be resolved by the candidates drawing lots at the first Board meeting after the AGM's: the resolution of the allocation of those positions must then be reported to and recorded in the minutes of the next Board meeting, which are final.

- (iv) Example: if there are three three-year term positions and one two-year term position and one one-year term position up for election then the five candidates receiving the highest number of votes fill the positions with the three candidates receiving the highest number being elected for three-year terms, the candidate receiving the next highest number of votes filling the two-year position and the candidate who came fifth filling the one-year position.
- (v) If there does not need to be a ballot then:
 - (A) the available positions are filled according to the then-longest continuous time that each candidate who is a retiring director, has held office, in descending order – filling the three-year term positions first and then any shorter term positions in descending order of length; and
 - (B) when necessary to decide between any candidates with equal continuous time in office, the candidates may agree between themselves as to how to fill the positions available to them or in the absence of agreement that must be resolved by the candidates drawing lots at the first Board meeting after the AGM: the resolution of the allocation of those positions must then be reported to and recorded in the minutes of the next Board meeting, which are final.

Example: if there are three three-year term positions and one two-year term position and one one-year term position up for election with four candidates who are retiring directors each having continuously been on the Board for the same number of years then those four candidates must agree or draw lots between themselves to decide which of them takes the three three-year positions and which of them takes the two-year position; the remaining one-year position goes to the other candidate.

3. Election of Office Bearers

- (a) The Chairperson and the Deputy Chairperson are not elected by the members but appointed by the Board from amongst their own number.
- (b) At the first Board meeting after each AGM (which must be held within 24 hours of the AGM), the newly re-constituted Board must appoint a Chairperson and a Deputy Chairperson from amongst their own number to hold those offices until the next AGM unless in the meantime they cease to be a director.
- (c) To be eligible for election as either a Chairperson or a Deputy Chairperson, a director must either be a Life Member or have already served a minimum of 12 months on the Board. If there is no candidate who is prepared to accept nomination for a particular position who has the required qualification, then any director may stand for that position.
- (d) The appointments are by resolution, not election. In the usual way, an appointment resolution has to be carried by a simple majority. There is no casting vote.
- (e) In the unlikely event of a tied but not majority vote for one or more nominees for the position of Chairperson then after voting on all nominees, those nominees who each received equal votes for and against their nominations may determine

between themselves who is to be the successful candidate either by agreement between themselves or by drawing lots.

- (f) In the unlikely event of a tied but not majority vote for one or more nominees for the position of Deputy Chairperson, the Chairperson has a casting vote or if the position then is still not filled after voting on all nominees, those nominees who each received equal votes for and against their nominations may determine between themselves who is to be the successful candidate either by agreement between themselves or by drawing lots.
- (g) If there is a casual vacancy in the office of the Chairperson, then that must be filled by the Board from amongst their own number.
 - (i) The Deputy Chairperson does not automatically fill that vacancy but acts as interim Chairperson until that vacancy is duly filled.
 - (ii) If there is a Deputy Chairperson available to act in that capacity then the Board may delay filling that vacancy until any casual vacancy on the Board has been filled.
- (h) If there is a casual vacancy in the office of the Deputy Chairperson, then that must be filled by the Board from amongst their own number.

4. Nominations Committee

- (a) The Board pursuant to its other powers under this Constitution may from time to time appoint a Nomination Committee. At such times as a Nomination Committee exists, the following provisions apply.
- (b) The objects of the Nomination Committee include:
 - (i) identifying good potential candidates for election to the Board;
 - (ii) encouraging good potential candidates to stand for election to the Board (particularly with a view to increasing the diversity and differing skill sets of those on the Board); and
 - (iii) considering and providing reports to the Board in relation to the qualifications of candidates for election to the Board.
- (c) The Nomination Committee is subject to any Code for Committees adopted by the Board from time to time and is governed by any Charter for the Nomination Committee adopted by the Board from time to time.
- (d) The Board prior to the issue of ballot papers for an election of directors may prepare and by majority decision adopt a report to members in relation to the qualifications of any or more (or each) of the candidates for election to the Board other than those candidates who are then currently sitting directors. The Returning Officer must distribute any such report with the ballot papers for the particular election. The report must not be defamatory or misleading in the reasonable opinion of the Returning Officer taking account of any materials provided to them by the Board with its report or any candidate with their nomination. The Returning Officer may edit out and not forward, any part of any such Board report which in the opinion of the Returning Officer after taking such legal advice from the Club's legal advisor, does not meet those requirements.

- (e) The Board may refer expressions of interest from members for appointment to fill a casual vacancy on the Board, to the Nomination Committee in order for the committee to review the candidates and provide a confidential report to the full Board in relation to the circumstances and qualifications of the candidates and (if the committee chooses) recommend a particular candidate (if any) as the committee sees fit. However, the appointment to fill the vacancy remains a matter for the full Board and the full Board is not bound to adopt any recommendation from the Nominations Committee.

5. Nomination

5.1 Who is eligible for nomination for election to the Board?

To be eligible to be elected or appointed to the Board a person must, as at the date when their election or appointment to the Board will take effect:

- (a) have been a Full member of the Club for not less than 5 years continuously;
- (b) not be, or have been within the last five years, a Social Member, Employee Member or a Junior Member;
- (c) hold a personal Director Identification Number issued by ASIC (and provide that number to the Club with their nomination);
- (d) not be, or have been within the last five years, an Employee of the Club;
- (e) not have had an insurer impose on or in connection with them, within the last five years:
 - (i) a loading on the usual premium, or
 - (ii) a higher than usual excess, or
 - (iii) any material adverse unusual condition of insurance or coverage exclusion,

for or in connection with any directors and officers insurance, professional indemnity insurance or the like;
- (f) not currently be under suspension;
- (g) not have been expelled, or suspended for a period of three months or more, within the previous five years;
- (h) not have been found guilty of an indictable offence (whether or not a conviction was actually recorded) (however any spent conviction within the meaning of the *Criminal Records Act 1991* is to be ignored);
- (i) not currently a bankrupt, nor subject to an arrangement or composition made with their creditors;
- (j) not be insane or liable to have their estate dealt with in any way under any law relating to mental health;
- (k) not be disqualified under Rule 5.13(d)(iii)(B);

- (l) not be disqualified under Rule 13;
- (m) not be disqualified under Rule 21;
- (n) not be the subject of a current declaration of ineligibility to hold office as a member of the governing body of a registered club, under Part 6A of the RCA;
- (o) not otherwise be disqualified from holding office as a director of the Club;
- (p) (if they are a key official or former key official within the meaning of the *Gaming and Liquor Administration Act 2007*), have obtained the requisite approval under that legislation; and
- (q) (if they have not previously been a director of the Club) in the case of a candidate for election, have attended before nominating any pre-nomination information session as prescribed by the Board.

6. Disqualification from being a director

- (a) Subject to Regulation 7, a member is disqualified from being nominated, elected or appointed as a director or continuing as a director if the member:
 - (i) is a director or senior manager, or a member of a Board committee, of - another registered club, or of a body corporate holding a Queensland community club licence, with premises within 40 kilometres of any of the Club's RCA Premises; or
 - (ii) has a material personal interest in any hotel liquor licence or a Queensland commercial hotel licence, relating to premises anywhere within 40 kilometres of any of the Club's RCA Premises; or
 - (iii) has or within the previous three years has had, a material personal interest in any contract or arrangement for the supply of goods or services to the Club for which the Club has paid or will be obliged to pay more than the prescribed amount in any 12 month period:
 - (A) including but not limited to being a member, officer or employee of a relevant supplier;
 - (B) but ignoring any honorarium approved at an AGM;

where the prescribed amount is the high income threshold under the *Fair Work Act*;
 - (iv) would otherwise be disqualified under these Regulations; or
 - (v) resides more than 100 kilometres away from the parent premises of the Club at 2 Wharf Street Tweed Heads, NSW.
- (b) A Member who is unfinancial or under suspension is ineligible to be nominated for or elected to the Board or to any office or committee or to perform duties as holder of an office or member of any committee while the member remains unfinancial or during the period of the member's suspension.

7. Exemption from disqualification

- (a) If a member would otherwise be disqualified under Regulation 5.1(d), 5.1(e) or 6, the member may apply for and the Board may grant an exemption as follows:
 - (i) The member must apply to the Board for exemption. The application must be in writing accompanied by full details of the circumstances that would otherwise disqualify the member.
 - (ii) The member must provide the Board if requested with any other relevant information reasonably requested by the Board.
 - (iii) The Board may grant exemption to the member if the Board sees fit, by resolution of the Board at a duly convened meeting of the Board. The Board is not obliged to publish any reasons for its decision. The Board may, but is not obliged to, take into account the Board's assessment of the potential of the member to make a contribution to the Board if the member were to be elected as a director, weighed against the potential for the disqualifying grounds to be adverse to the interests of the Club.
 - (iv) An exemption so granted by the Board is effective up until the completion of the immediate next annual election of directors and, if the member is elected as a director at that election then the exemption continues for the whole of the term for which the member is then elected. If the member subsequently wishes to be a candidate for re-election, then the member may only do so if the member re-applies for and is granted a further exemption on each occasion.

8. Limit on number of directors from a single interest group

8.1 Basic Limit

- (a) No more than two members who are members of, or who have been members of, the same Single Interest Group may be on the Board at any time.
- (b) This is a continuing requirement that is applied and applies at all times.
- (c) At any time when there are already two members of a particular Single Interest Group on the Board, no other member of that particular Single Interest Group may become a director.
- (d) A person is a member of a Single Interest Group if they are a member, officer or employee of the Single Interest Group or they come within the specific definition of the class of persons that make up the particular Single Interest Group.

8.2 Definition of a Single Interest Group

Single Interest Group means any of the following:

- (a) **(internal clubs)** an internal club within the Club (internal clubs are referred to elsewhere in this Constitution as sections);
- (b) **(members of a previous Amalgamating Club)** a group made up of former members of an individual Amalgamating Club (as defined elsewhere in this Constitution);

- (c) **(owners of adjacent land)** a group made up of persons who have, or who are a member, officer or employee of a group or organisation that has, a material interest in any land that is within one hundred metres of a particular one of the Club's licensed premises:
- (i) for this purpose, two properties are within 100 metres of each other if any part of one property is within one hundred metres of any part of the other property;
 - (ii) for this purpose, each of the Club's licensed premises is considered separately so that there is a separate group of such persons associated with each of the Club's separate licensed premises;
 - (iii) for this purpose, a material interest includes a direct or indirect ownership interest or a direct or indirect interest as a tenant;
 - (iv) this can include an interest that is held jointly or individually together with one or more others;
 - (v) such a group or organisation can include an unincorporated or incorporated association or a body corporate or a firm;
- (d) **(Single sport)** a grouping of two or more internal sections that are all associated with a single sport or with a particular single group of related sports (such as but only by way of example, indoor cricket and outdoor cricket); and
- (e) **(Single facility)** a grouping of two or more internal sections that are all potential users of any single special facility provided by the Club (such as but only by way of example, a golf course).

8.3 Exclusions

- (a) Despite anything to the contrary above, a committee or subcommittee of the Board is not a Single Interest Group.
- (b) Where a director is a patron or member of a particular Single Interest Group, or on the committee (however described) of a particular Single Interest Group, solely at the request of the Board then that is ignored for the purposes of this Regulation.
- (c) If a Chairperson (or their nominee director) is a member or patron of any section of the Club by virtue of his or her office (see the other provisions in the Constitution in relation to Sections of the Club) then that membership or patronage is ignored for the purposes of this Regulation.

8.4 Voting Procedures

At an election of the Board where more than two candidates come from the same Single Interest Group, only a maximum of two of those candidates can be elected. The basic limit in Single Interest Group Regulation applies and a candidate may not be elected in breach of that limit. This provision prevails to the extent of any inconsistency over any other provision of this Constitution.

8.5 Information from Candidates

The nomination form prescribed by the Board for candidates for election to the Board may provide for candidates to provide details of their memberships of any Single Interest

Group. The form may also include provision for the candidate to verify the information provided by a statutory declaration.

8.6 Operation of the restriction

Where there is a change in the circumstances of a particular director (the Affected director) that triggers a breach of the basic limit in this Single Interest Group Regulation because that director becomes the third member of a particular Single Interest Group on the Board. In that case, it is the Affected director who becomes disqualified from continuing as a director.

9. Pre-Nomination Information Session

- (a) The Board may by resolution prescribe that any candidate for election who has not previously been a director of the Club must attend a pre-nomination information session before nominating for election.
- (b) In that case the Board must, in respect of a particular election:
 - (i) ensure that potential candidates are offered the opportunity of attending one of a minimum of two pre-nomination information sessions at the Club premises
 - (ii) with the sessions conducted at alternative times that in the reasonable opinion of the Board are likely to be reasonably convenient for potential candidates, and
 - (iii) with at least one nominated time being on a weekday between 7:30pm and 9:30pm and the other on a Saturday or Sunday before 1pm.

10. No withdrawal of nomination

A candidate who has nominated for election to the Board may not withdraw their nomination once lodged.

11. Election By-laws

The Board may from time to time make such By-laws not inconsistent with this Constitution as it thinks necessary for the conduct of any election of directors and all matters in connection with the conduct of elections.

12. How are Members nominated for election to the Board?

- (a) Following for convenience is a summary of the timetable for annual elections. In the case of any inconsistency, the provisions of the Constitution prevail over this summary.

Board	Determines the date for the AGM	
Board	Prescribes nomination form	12(f)
Board	Prescribes any pre-nomination information session requirement, and schedules sessions	9

Board	Appoints Returning Officer (in case required)	13(e)
Board	Determines the closing date for nominations	12(d)
CEO	Makes nomination forms available for at least 14 days	12(e)
(If number of candidates exceeds positions) Returning Officer	Appoints assistants if any	13(f)
Candidates	Appoint scrutineers if any	13(f)
Candidates/CEO	Candidate photos	12(h)
Returning Officer	Ballot paper positions decided by drawing lots	13(i)
Returning Officer/CEO	Preparation of ballot papers	13(h)
Returning Officer	Authentication of ballot papers issued at AGM	13(k)
Returning Officer	Conducts ballot at the AGM	13(v)

- (b) Any two Full or Life Members who are themselves entitled to stand for election to the Board may nominate any other qualified member for election as a director.
- (c) A nomination of a member to be elected to the Board must:
- (i) be in writing;
 - (ii) specify the full name of the nominee;
 - (iii) be signed by the nominee;
 - (iv) specify the full names of both nominators;
 - (v) be signed by both nominators; and
 - (vi) be lodged at the Office before the closing time for the receipt of nominations.
- (d) The Board must determine the closing time for the receipt of nominations for election to the Board, which must not be later than 14 days before the date of the AGM at which the election is to take place (if required) (the Relevant Election Meeting).
- (e) Nomination forms must be made available to the members at the Office not less than 14 days prior to the closing time for the receipt of nominations.
- (f) All nomination papers must be in the form prescribed by the Board from time to time. The following provisions apply.

- (g) A candidate, with their nomination, may supply details of their qualifications, experience, skills and other relevant matters for posting to members. In providing those details, each candidate is limited to 200 words. The material must not be defamatory or misleading. The Returning Officer acting reasonably may decline to forward, or may edit, any materials supplied by a candidate which in the opinion of the Returning Officer, after taking legal advice from the Club's legal advisor if so required by the Returning Officer, is defamatory or offensive to good taste, misleading, or exceeds the maximum permitted length.
- (h) A candidate with their nomination may also include a recent photo of themselves or if the candidate wishes, have that arranged by the CEO. The Returning Officer may direct that the ballot paper or the accompanying materials, is to include such candidate photos. However, the Returning Officer in his or her discretion may decline to include photos if that would delay the forwarding of ballot papers or otherwise be unduly inconvenient. If any candidate photo is included, then all candidate photos provided must be included except for any photo that the Returning Officer acting reasonably deems to offend good taste.
- (i) Any candidate details and photos must be displayed and set out in a uniform manner, in the materials made available to members at the Relevant Election Meeting. Photos and materials (if made available as a single document) must appear in the same order as the names of the candidates on the ballot paper. A candidate may not object if his or her details or photo appear in the correct order but due to reasonable requirements for printing, appear on the back or some other particular position on a page.
- (j) A candidate who has not previously been a director of the Club, must in their nomination undertake in writing to duly complete (within 12 months of being elected to the Board), training within the meaning of "required training" under Regulation 26(5) of the regulations under the RCA or alternatively have their qualifications, skills and work experience recognised as entitling them to exemption pursuant to Regulation 28 of the regulations under the RCA.
- (k) The prescribed nomination form may require a candidate to complete a statutory declaration in relation to matters material to their potential election as a director of the Club and also an acknowledgment that they are aware of the duties and responsibilities of a director of the Club.

13. How other Members of the Board elected?

- (a) The CEO must as soon as practicable after receiving each valid nomination post the name of the candidate nominated on the Club's noticeboard and the names of all nominated candidates must remain on the Notice Board until the conclusion of the Relevant Election Meeting.
- (b) If there are not more candidates nominated for any particular position on the Board than are being elected, the Chair at the Relevant Election Meeting must declare such candidate or candidates duly elected.
- (c) If at the close of nominations the number of candidates duly nominated is more than the number required to be elected then a ballot must be taken at the Relevant Election Meeting.
- (d) If at the close of nominations there are no candidates or insufficient candidates duly nominated for the Board then the positions vacant may be filled by the Board as casual vacancies.

- (e) The ballot is conducted by a returning officer appointed by the Board (**Returning Officer**). As an alternative to appointing a Returning Officer, the Board may authorise the Electoral Commissioner or any independent organisation in the business of conducting elections, to conduct a ballot. References to the Returning Officer include any delegate of the Electoral Commissioner or organisation authorised to conduct a particular election.
- (f) The Returning Officer may in their discretion appoint any number of assistant returning officers, to assist with the conduct and counting of the ballot and to exercise such of the Returning Officer's powers as the Returning Officer delegates to them. Each candidate may appoint a scrutineer who is a Full member of the Club and not themselves a candidate in the election. The Returning Officer does not have to delay the conduct or counting of the ballot if an appointed scrutineer does not appear or fails to participate.
- (g) The Returning Officer and any assistant returning officers must not be a candidate or a nominator of a candidate.
- (h) Where it is necessary to conduct a ballot, the Returning Officer must arrange for printed ballot papers to be prepared for the ballot.
- (i) The order in which the names of the candidates appear on the ballot paper must be decided by lot or lots, drawn by the Returning Officer.
- (j) No rank or distinguishing features may appear in respect of any candidate on the ballot paper.
- (k) The Returning Officer is in charge of the ballot papers and each ballot paper must be either initialled by the Returning Officer or otherwise authenticated in a manner directed by the Returning Officer before it is issued or at the time of issue.
- (l) The election is by ballot in which members vote in person at the AGM.
- (m) Members must vote by placing a number, cross or tick on the ballot paper beside the name or names of the candidate or candidates for whom the member wishes to vote.
- (n) A member must vote for no more and no less than the number of candidates as there are positions to be filled.
- (o) A member must complete their ballot paper themselves. Voting by proxy is prohibited.
- (p) In the counting of the ballot, a number, cross or a tick beside the name of a candidate, signifies a vote for that candidate.
- (q) The election is on a "first past the post" basis.
- (r) The Returning Officer decides which ballot papers (if any) are informal. A vote for more or less than the number of candidates to be elected in a particular election, must be declared informal.
- (s) Decisions of the Returning Officer in respect of all matters relating to the conduct of a ballot, the election of any person and the informality of particular votes are, in the absence of obvious error, final.

- (t) If there is an equality of votes for any position or positions in a particular ballot, then the Returning Officer must advise the candidates concerned of such a situation, as soon as reasonably convenient in order that they might have the opportunity to decide the issue. The candidates concerned may but are not obliged to decide the issue between themselves or by lot or such other manner as they determine, in which case they must advise the Returning Officer of the outcome. If the Returning Officer does not receive consistent advice of such decision from all of the candidates concerned on request or in the case of any dispute between the candidates concerned in that regard, the issue must be decided by lot or lots drawn by the Returning Officer at the Relevant Election Meeting following the closing of the ballot.
- (u) The Returning Officer may issue a member with a replacement ballot paper to replace a ballot paper that has been spoilt. A member seeking a replacement ballot paper must make application to the Returning Officer and provide the Returning Officer with such evidence (usually the spoilt ballot paper), as the Returning Officer requires.
- (v) Ballots must be counted by the Returning Officer on the closing of the ballot. Counting may be incremental as the ballot proceeds.
- (w) On completion of the counting of the ballot in a particular election, the Returning Officer must report the results in writing to the Chair at the Relevant Election Meeting. The Returning Officer must announce the results at the Relevant Election Meeting and the Chair must then declare those persons elected to take office from the conclusion of that meeting.
- (x) All ballot papers must be destroyed under the supervision of the Returning Officer at the end of two months after the Relevant Election Meeting, unless the members at the Relevant Election Meeting resolve otherwise.
- (y) The directors in office at the commencement of a Relevant Election Meeting continue in office until the conclusion of that meeting, despite the result of such ballot being declared at the meeting.

14. Restrictions on electioneering

- (a) This Regulation does not limit the Members' Code of Conduct.
- (b) A member must not issue or distribute (neither within Club premises nor away from Club premises), any "how to vote ticket" or any written material advocating either for or against the election of any candidate or candidates for the Board. A breach of this Rule is conduct prejudicial to the interests of the Club for the purposes of the Members' Code of Conduct.
- (c) Despite the preceding provision, Club or any member may at any time publish:
 - (i) factual biographical and personal details of current directors and details of their activities; and
 - (ii) factual biographical and personal details of any candidate for election as a director, and details of their activities;

however this provision does not limit the provisions elsewhere in these Regulations in relation to the Nominations Committee or in relation to the preparation and circulation of ballot papers.

15. When does a Board position become vacant?

A member of the Board ceases to hold office from the end of the Relevant Election Meeting at which the member's term of office expires or earlier when and if he or she:

- (a) delivers a written resignation to the Club;
- (b) ceases to be a member of the Club for any reason whether voluntary or involuntary;
- (c) becomes a Club employee;
- (d) becomes an Affected Director within the meaning of Regulation 8;
- (e) is subject to an order made under the Corporations Act (or under any other law) prohibiting him or her from being a director or is otherwise prohibited from being a member of the Board under any law;
- (f) is the subject of a resolution by the Board supported by at least seven directors, that determines that in the reasonable opinion of the Board he or she:
 - (i) has failed to comply with their obligations under any of:
 - (A) the Accountability Code; or
 - (B) Part 2D.1 Division 2 of the Corporations Act ("Disclosure of, and voting on matters involving, material personal interests"); or
 - (C) the current Director Code of Conduct adopted by the Board; or
 - (ii) is unable to duly discharge their duties due to medical or physical infirmity or his or her estate is liable to be dealt with in any way under any law relating to mental health,

and that the Board does not accept any explanation or apology from the director in that regard (and the provisions of the Disciplinary Proceedings Code apply);

- (iii) becomes prohibited from being a member of the Board by reason of any provision of this Constitution such as becoming disqualified under any provision of this Constitution;
- (iv) becomes bankrupt, or makes an arrangement or composition with their creditors unless the Board declares his or her office not to be vacant as a result;
- (v) is convicted of an indictable offence (unless no conviction is actually recorded and the Board declares their office not to be vacant as a result);
- (vi) is absent without the Board's prior consent, from three consecutive pre-scheduled monthly Board meetings unless the Board declares his or her office not to be vacant as a result (see also the provisions in the Constitution facilitating participation in meetings using technology);
- (vii) fails to comply with a training undertaking given as part of the director's nomination for election as a director unless the Board declares his or her office not to be vacant as result of such failure;

- (viii) otherwise ceases to be eligible to be a director;
- (ix) dies; or
- (x) is removed in conformity with the Corporations Act.

16. Suspension of a Director

If a Director is duly suspended pursuant to the Disciplinary Proceedings Code then whilst the suspension remains in place the director is disqualified from acting as a director of the Club.

17. Removal of a Director

- (a) A director may only be removed from their position as a director of the Club through the procedure provided in the Corporations Act (at the date of the adoption of this Constitution, section 203D).
- (b) For the purposes of the provisions of the Corporations Act dealing with the removal of a director, it is recorded that no director is elected or appointed to represent the interests of any particular members or lenders.

18. What happens if there is a casual vacancy on the Board?

- (a) The Board is not obliged to fill any casual vacancy, except to the extent necessary to maintain a quorum under Rule 31.
- (b) The Board may at any time appoint any Full member who is otherwise eligible to be nominated for election to a position on the Board to fill any casual vacancy. Any person appointed to fill a casual vacancy holds office until the next triennial AGM.
- (c) However, this provision is strictly subject to and does not limit the provisions of these Regulations or any of the other provisions of this Constitution in relation to eligibility to be a director or disqualification from being a director.
- (d) If a casual vacancy arises on the Board and the remaining directors intend to fill the casual vacancy then the CEO must put a notice on each Notice Board advising members that a casual vacancy has arisen on the Board and calling for an expression of interest from any member interested in being considered for appointment to fill the vacancy. A member must lodge an expression of interest with the Board through the CEO at the Office. Although the casual vacancy is filled by an appointment made by a resolution of the Board, and not an election, a member lodging an expression of interest must also lodge a completed nomination form as if the member were being nominated for election.
- (e) The Board may also invite other members to lodge an expression of interest.
- (f) The Board must not make an appointment to fill a casual vacancy until:
 - (i) at least 14 days after notice of the casual vacancy has gone up on each Notice Board; and
 - (ii) the Board has considered each expression of interest that has been received up to the time that the Board is considering a proposed resolution for an appointment to fill the vacancy.

- (g) Any candidate in the previous election of directors is entitled to lodge an expression of interest. However, there is no convention that requires the Board to give any preference to any unsuccessful candidate at any previous election.