



**CORPORATIONS ACT (2001)**  
**CONSTITUTION**

**THE MELBOURNE CAMERA CLUB**  
**ACN 004 344 549**

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# CONSTITUTION

## THE MELBOURNE CAMERA CLUB

### 1. DEFINITIONS AND INTERPRETATION

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#### 1.1 Definitions

In this Constitution unless the context otherwise requires:

**ASIC** means the Australian Securities and Investments Commission;

**ASIC Licence** means the licence granted to the Club entitling it to omit the word “Limited” from its name;

**Board of Directors** and Board means the Board of Directors of the Club as elected or appointed from time to time;

**Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne;

**Club** means The Melbourne Camera Club ACN 004 344 549;

**Constitution** means those clauses for the operation of the Club set forth in this Constitution and as amended, modified or supplemented from time to time;

**Corporations Act** means the *Corporations Act 2001* (Commonwealth) and as amended, modified or enacted from time to time;

**Directors** means the persons who are directors pursuant to the Corporations Act and are the members of the Board of Directors of the Club in office for the time being, or if the context so requires constitute a quorum of the Directors present at a Board meeting;

**General Meeting** means a meeting of Members duly called and constituted in accordance with this Constitution and any adjourned holding of it;

**Member** means the those persons admitted to membership of the Club pursuant to this Constitution;

**Membership** means membership of the Club;

**Officer and Officer of the Club** has the meaning given to it by the Corporations Act;

**President** means the President of the Club elected under **clause 18.1** from time to time;

**Register** means the Register of Members of the Club kept under the Corporations Act;

**Registered Office** means the registered office for the time being of the Club, which at present is 13 Bruce St Mount Waverley in the State of Victoria;

**Remuneration** includes, without limitation, salaries, wages, commissions, fees, rewards, allowances, bonuses, incentives or profit sharing schemes;

**Secretary** means any person who performs the duties of secretary of the Club and includes or any person appointed to act as a secretary temporarily;

## 1.2 Interpretation

In this Constitution unless the context otherwise requires:

- (a) headings are disregarded;
- (b) reference to a person includes reference to a natural person or any other entity recognised by the Corporations Act;
- (c) the singular includes the plural and vice versa;
- (d) reference to any one gender includes every gender;
- (e) terms such as "including", "for example" and "for instance" are not words of limitation;
- (f) except for the definitions in **clause 1.1**, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act;
- (g) all references to statutory provisions are construed as references to any statutory modification or re-enactment for the time being in force.

## 1.3 Replaceable Rules

The operation of each of the subsections of the Corporations Act which are defined as replaceable rules are displaced by this Constitution and do not apply to the Club.

## 2. NAME AND NATURE OF THE COMPANY

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### 2.1 Name

The name of the Club is The Melbourne Camera Club.

### 2.2 Nature

The Club is a public company limited by guarantee.

## 3. OBJECTS OF THE COMPANY

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3.1 The principal object of the Club is to promote the visual art of photography

3.2 The Club has been established:

- (a) To provide for, arrange and encourage meetings of members to facilitate the exchange of ideas for their mutual improvement in the knowledge and practice of photography and allied processes;
- (b) to encourage the advancement of photography as a science and as an art;
- (c) to hold or promote exhibitions or salons and conduct competitions of photographs and pictures produced by any photographic or allied process;
- (d) to provide a library for use of the Club's members;
- (e) to purchase or take on lease any real property;
- (f) to purchase or take on lease any personal or movable property;

- (g) to develop or turn to account any land acquired by the Club and to maintain such land and improvements on the land in good order;
- (h) to accept subscriptions or donations for the purpose of applying them to any of the objects of the Club;
- (i) to draw, make, accept, endorse, discount, execute or issue promissory notes, bills of exchange, debentures or other negotiable or transferable instruments;
- (j) to receive money on deposit;
- (k) to borrow or raise or secure the payment of money as the Club thinks fit including by mortgage or the issue of debentures;
- (l) to do all such things as are incidental or conducive to the attainment of the Club's objects.

3.3 The Club will establish a Public Fund in accordance with Rule 4.

3.4 The income and property of the Club will be applied solely towards the promotion of the objects and purposes of the Club.

#### **4. PUBLIC FUND**

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##### **4.1 Establishment**

The Club will establish a public fund which shall be listed on the Register of Cultural Organisations ("the Fund").

##### **4.2 Donations**

Donations will be deposited into the Fund. These monies will be kept separate from other funds of the Club and will only be used to further the Club's objects.

##### **4.3 Investment**

Investment of monies in the Fund must be made in accordance with guidelines for public funds as specified by the Australian Taxation Office.

##### **4.4 Administration**

The Fund will be administered by a management committee or sub-committee of the Board, a majority of whose members, who because of their tenure of some public office or their professional standing have an underlying community responsibility as distinct from obligations solely in regard to the cultural objectives of the Club.

##### **4.5 Distributions**

Neither monies nor assets of the Fund will be distributed to members or office bearers of the Club except as re-imbusement of reasonable out-of-pocket expenses incurred on behalf of the Fund or proper remuneration for administrative services provided in respect of the Fund.

##### **4.6 Receipts**

Receipts for gifts to the Fund must state:

- (a) The name of the Fund;

- (b) The receipt is for a gift to the Fund;
- (c) The Australian Business Number of the Club;
- (d) Any other matter required by the *Income Tax Assessment Act, 1997* (“the Tax Act”)

#### 4.7 Winding Up

If upon the winding up or dissolution of the Fund, there remains after satisfaction of all of its debts and liabilities, any property or funds, the property or funds shall not be paid to or distributed among the Club’s Members, but shall be given to some other fund or institution having objects similar to the objects of the Fund and whose rules prohibit the distribution of its income among its members. Any such fund or institution shall be eligible for tax deductibility of donations under Subdivision 30-B, section 30-100 of the Tax Act and listed on the Register of Cultural organisations maintained under the Tax Act.

#### 4.8 Amendments

Any proposed amendments or alterations to provisions for the Fund must be notified to the relevant Federal Government Department responsible for the administration of the Register of Cultural Organisations to assess the effect of any amendments on the Fund’s continuing deductible gift recipient status.

### 5. LIMITED LIABILITY

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#### 5.1 Member’s Liability

The liability of the Member is limited.

#### 5.2 Member’s Contribution

Each Member of the Club undertakes to contribute to the assets of the Club if it is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for:

- (a) the payment of the debts and liabilities of the Club, contracted before the Member ceases to be a Member; and
- (b) the expenses of winding up the Club.

#### 5.3 Amount of Member’s Contribution

The amount of the contribution under **clause 5.2** must not exceed in any circumstances the amount of the annual subscription that the Member last paid.

### 6. USE OF PROPERTY BY THE COMPANY

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#### 6.1 Application of Club Property

All income and property of the Club must be applied for the objects and purposes of the Club. No portion of the income or property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit or return of capital to the Member.

## 6.2 Conduit policy

Any allocation of funds or property to other institutions, bodies, entities, organisations, government departments or persons must be made in accordance with the objects and purposes of the Club and not be influenced by the expressed preference or interest of a particular donor to the Club.

## 6.3 Payment of Club Expenses

Nothing in **clause 6.1** prevents the payment in good faith of reasonable and proper:

- (a) expenses incurred in giving effect to the objects and purposes of the Club;
- (b) remuneration to any of the officers, servants or employees of the Club or to any other person in return for any services actually rendered by them to the Club; or
- (c) payment of goods supplied to the Club by a supplier.

## 7. ASIC LICENCE

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Where the Club holds an ASIC Licence, the Club must not:

- (a) breach a condition of the ASIC Licence; or
- (b) pursue objects or purposes that would have prevented the original grant of the ASIC Licence; or
- (c) apply its profits or other income to promote objects or purposes that would have prevented it being granted the ASIC Licence; or
- (d) modify its Constitution to allow it to do anything which it is not permitted to do under **clauses 6 and 7**.

## 8. MEMBERS

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### 8.1 General

Any person interested in photography shall be eligible for election as a member pursuant to clause 11.1.

### 8.2 Restriction on re-application

No new application by a rejected applicant shall be considered by the Board within 12 months of the date of rejection.

### 8.3 Notification

The Treasurer or his delegate shall notify each new member of their election to membership

## 9. RIGHTS OF THE MEMBER

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### 9.1 Member

The Member is entitled to all of the rights of a Member under this Constitution.

## **10. REGISTER OF MEMBERS**

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The Club must maintain at the Club's Registered Office a Register of Members containing the following details of the Member:

- (a) full name;
- (b) occupation;
- (c) residential address; and
- (d) date on which the entry of the Member's name in the Register is made.

## **11. TYPES OF MEMBERSHIP**

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Until otherwise determined by the Club in General Meeting the following provisions shall apply to membership of the Club:

### **11.1 Ordinary Members**

- (a) The Board may by ordinary resolution elect as an ordinary member any person who is interested in photography and who has been proposed and recommended for membership in the appropriate application form and manner determined by the Board from time to time. The application shall be accompanied by the entrance fee and the annual subscription.
- (b) The Board may in its absolute discretion and without assigning a reason decline an application. The Board may not consider an application for membership by a rejected applicant within 12 months of the date of rejection.
- (c) No applicant may enjoy the rights and privileges of membership until elected, [but an applicant who has paid the entrance fee and annual subscription may, with the permission of the Board enter the Club's competitions pending consideration by the Board of his/her application].

### **11.2 Honorary Members**

The Board may elect honorary members by a two-thirds majority of the members of the Board, Honorary Members shall not have the right to hold office in the club, to vote at any meeting, to enter any club competitions, or to nominate office bearers or Directors. No subscription or fee shall be payable by an honorary member.

### **11.3 Honorary Life Members**

Any member who has rendered serve of merit may on the recommendation of the Board be elected an honorary life member by a majority of not less than two-thirds of the members present at a General Meeting.

Any member who has held the office of one or more of President, Honorary Secretary or Honorary Treasurer of the Club for a total period of five years (not necessarily consecutive) shall be elected an honorary life member by the Board. Honorary life member shall enjoy all the rights and privileges of ordinary members.

### **11.4 Concession Members**

Concession members shall include the following:

- (a) Members under the age of 18 years, full time students under the age of 25 years, country members (residing more than 40km from the clubrooms); and



- (b) Persons holding a Commonwealth Government pension card.
- (c) A domestic partner or child of a member who lives at the Member's address

These members shall enjoy all the rights and privileges of ordinary members. Ordinary members must apply to the club Board for transfer to concession membership.

Concession members under the age of 18 are not eligible to be nominated a Director.

#### **11.5 Associate Members**

Any person unable to make full use of Club facilities may be elected by the Board as an associate member and shall be entitled to the same benefits as an ordinary member except that an associate member shall not be eligible to hold office.

#### **11.6 Provisional Members**

- (a) Any person who applies to the Club for membership may at the discretion of the Board be appointed a provisional member. An applicant so appointed shall remain a provisional member for such a period as the Board shall in its absolute discretion think fit provided that at any time after the expiration of six months from the date of his appointment as a provisional member the Board may elect him to be a member.
- (b) Provisional membership may be terminated by the Board at any time without assigning a reason therefore.
- (c) The fee or subscription payable by a provisional member shall be as determined by the Board.
- (d) A provisional member shall not be entitled to vote at any meeting of the Club or to hold any office in the Club.
- (e) A provisional member on being elected a member shall pay to the Club the appropriate fee.

### **12. ENTRANCE FEE & SUBSCRIPTIONS**

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#### **12.1 Entrance Fee & Subscription**

- (a) The entrance fee and annual subscription for Ordinary Members shall be such sum as is determined by the Club in general meeting from time to time.
- (b) The entrance fee and annual subscription fee for Provisional Members shall be such sum as is determined by the Board from time to time
- (c) There shall be no annual subscription fee for Honorary and Honorary Life Members unless otherwise determined by the Board.

#### **12.2 Concession & Associate Members**

The entrance fee and annual subscription for Concession and Associate Members shall be such sum as is determined by the Club in general meeting from time to time but shall not exceed the entrance fee and annual subscription for Ordinary Members.

*(Amended 16 September 2010)*

### **13. RESIGNATION, FORFEITURE OR REMOVAL**

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- 13.1 If any member shall be charged with any conduct either within the premises of the Club or elsewhere which shall in the opinion of the Board be injurious to the Character or interests of the Club the Board shall consider the case and if in the exercise of its

discretion (after the member shall have had a full and fair opportunity of disproving the charge or explaining his conduct) it shall consider it expedient to do so, shall recommend him to resign but no such recommendation shall be sent to any member unless the same shall be agreed to by the majority of two-thirds of the members of the Board present at a meeting specially summoned for the purpose of considering the case.

- 13.2 From the date of such recommendation the member to whom the same is addressed shall not be allowed to use the premises or property of the Club and if he shall forthwith cease to be a member and shall not afterwards be admitted into any such premises as the guest of any member or otherwise.
- 13.3 Provided however that any member so removed shall have the right at any time within three months from the date of his removal to appeal against the decision of the Board to a special general meeting of the club called for the purpose of considering his case.
- 13.4 The said member shall give notice in writing to the Honorary Secretary of his intention to appeal and the Honorary Secretary shall within two months of the date of the receipt by him of the said notice call the special general meeting. At such meeting the said member shall be allowed to offer an explanation of his conduct verbally or in writing.
- 13.5 The said member shall be reinstated as a member of the Club if two-thirds of the members present at the meeting vote for his reinstatement.
- 13.6 A member resigning or removed during the currency of any year before payment of his annual subscription for such year shall remain liable to pay his subscription for such year notwithstanding his resignation or removal.

## **14. MEETINGS OF MEMBER**

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### **14.1 Calling of Meetings**

The Board may call a General Meeting of the Club's Members at a time and place as the Board resolves to address matters of Club business.

### **14.2 Requisition of Meetings**

- (a) The Board must call and arrange to hold a General Meeting of the Club on the request of the Members made in accordance with the Corporations Act.
- (b) The Members may call and arrange to hold a General Meeting of the Club as provided by the Corporations Act.

### **14.3 Annual General Meeting**

The Club must hold an Annual General Meeting at least once every calendar year and no later than five months after the end of its financial year.

### **14.4 Notice of Meeting**

Every notice of a General Meeting must:

- (a) set out the place, date and time of the meeting;
- (b) in the case of special business, state the general nature of the business;
- (c) if a Special Resolution is to be proposed, set out an intention to propose the Special Resolution and state the resolution;

- (d) in the case of an election of the Board, give the positions to be elected
- (e) contain a statement setting out the following in relation to proxy voting:
  - (i) that the Member has a right to appoint a proxy; and
  - (ii) that a proxy does not need to be a Member.

#### 14.5 Entitlement to Notice

Notice of a General Meeting must be given to:

- (a) the Member; and
- (b) the auditor of the Club.

#### 14.6 Notice Period

- (a) Notice of a General Meeting must be given not less than twenty-one (21) days in advance.
- (b) Notice of the Annual General Meeting must be given not less than twenty-one (21) days in advance.

#### 14.7 Proxy Voting by the Member

The Member may appoint a proxy to attend and vote at any meeting at which the Member is entitled to attend and vote. To be valid, a proxy appointment must be in writing and delivered to the place nominated by the Board in the notice of meeting (or if no place is nominated, the Registered Office) at least forty-eight (48) hours before the scheduled commencement of the meeting. A proxy appointment may be delivered by facsimile transmission or electronic mail (email).

#### 14.8 Form of Proxy

Every instrument of proxy must be in the following form or in any other form which the Board may approve:

##### PROXY FORM

I  
of  
being a voting Member of The Melbourne Camera Club, hereby appoint  
of

(or failing him/her)

of

(or failing him/her), the President of the meeting as my proxy vote for me on my behalf at the General Meeting of the Club to be held on the            day of            20            at            am/pm and at any adjournment thereof.

#### 14.9 Proxy Vote Valid

Unless the Club has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by a proxy will be valid even if, before the proxy votes:

- (a) the appointing Member dies;

- (b) the Member is mentally incapacitated; or
- (c) the Member revokes the proxy's appointment.

#### **14.10 Omission to Give Notice**

The accidental omission to give notice of a General Meeting to, or the non-receipt of any such notice by, a person entitled to receive it, or the accidental omission to advertise (if necessary) such meeting, does not invalidate the proceedings at, or any resolution passed at, any such meeting.

#### **14.11 Consent to Short Notice**

With the consent in writing of the Member of the Club, any General Meeting may be called on short notice and the provisions of this Constitution are modified accordingly.

#### **14.12 Cancellation or Postponement of Meeting**

The Board may cancel or postpone the holding of any General Meeting. If the meeting was called by the Member, the Board may only cancel or postpone the holding of it with the consent of the Member.

#### **14.13 Notice of Cancellation or Postponement**

The Board may notify the Member of a cancellation or postponement of a meeting by such means as they see fit. If any meeting is postponed for twenty-eight (28) days or more, then no less than five (5) days notice must be sent to the Member of the postponed meeting. It is not necessary to specify in such notice the nature of the business to be transacted at the postponed meeting.

#### **14.14 Venue**

Despite any other rule, the Club may hold a General Meeting of its Member at two or more venues using technology that gives the Member a reasonable opportunity to participate in the meeting.

### **15. REPRESENTATION AT MEETINGS OF MEMBER**

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#### **15.1 Persons Entitled to Attend**

The following persons only may attend a General Meeting:

- (a) the Member;
- (b) the Secretary and auditor of the Club;
- (c) a proxy or attorney of the Member;
- (d) other persons only with leave of the meeting or its Chairman and then only while the leave has not been revoked in accordance with the terms of the leave.

#### **15.2 Powers of the Chairman**

The right of a person to attend a General Meeting is subject to the powers of the chairman of the meeting, both under the Corporations Act and under this Constitution.

## **16. PROCEEDINGS AT MEETINGS OF MEMBERS**

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### **16.1 Business of Annual General Meeting**

The business of an Annual General Meeting is:

- (a) to receive the Club's financial report, the Board's report and the Auditor's report on the financial statements;
- (b) to elect the Board (if necessary); and
- (c) to transact any other business which under this Constitution or the Corporations Act which ought to be transacted at an Annual General Meeting.
- (d) submit to the Members a report on the activities of the Club in the period since the previous Annual General Meeting.

### **16.2 Quorum**

- (a) A quorum at a meeting of members shall be twenty members or one half of the members (whichever is the smaller number).
- (b) If within fifteen minutes of the time appointed for the meeting a quorum is not present, if the meeting was requisitioned by members, the meeting shall be dissolved and in any other case shall stand adjourned for one week at the same time and place as the adjourned meeting.
- (c) If within fifteen minutes of the time appointed for the adjourned meeting a quorum is not present, five members present shall constitute a quorum. If five members are not present the meeting shall be dissolved

### **16.3 Special Business**

No special business may be transacted at any General Meeting other than that stated in the notice calling the meeting unless it is a matter that is required by this Constitution or the Corporations Act to be transacted at such a meeting.

### **16.4 Chairman of Meeting**

The President is entitled to take the chair at each General Meeting. If the President is not present at any General Meeting within fifteen (15) minutes after the time appointed for holding such meeting, or is not willing to take the chair, one of the Vice Presidents shall do so and if he/she is not present or is not willing to take the chair, the Members must elect someone else to be chairman of the meeting.

### **16.5 Passing the Chair**

If the chairman of a General Meeting is unwilling or unable to be the chairman for any part of the business of the meeting:

- (a) the chairman may withdraw as chairman for that part of the business and may nominate any person who would be entitled under the preceding clause to chair the meeting for that part of the business; and
- (b) after that part of the business is completed, the person so nominated must cease to chair the meeting upon the request of the prior chairman. The prior chairman is then entitled to resume as chairman of the meeting.

## **16.6 Responsibilities of Chairman**

The chairman of a General Meeting is responsible for the general conduct of the meeting and consideration of any item of business which is properly before the meeting. For these purposes, the chairman of the meeting may, without limitation:

- (a) delay the commencement of the meeting if that person determines it is desirable for the better conduct of the meeting;
- (b) may vary or rescind rulings;
- (c) prescribe, vary or revoke procedures;
- (d) in addition to other powers to adjourn, adjourn the meeting, or any item of business of the meeting, without the consent of the meeting if that person determines it is desirable for the orderly conduct of the meeting or the conduct of a poll; and
- (e) determine conclusively any dispute concerning the admission, validity or rejection of a vote.

## **16.7 Admission to Meetings**

The chairman of a General Meeting may refuse admission to, or require to leave and remain out of, the meeting any person:

- (a) in possession of a sound-recording device;
- (b) in possession of a placard or banner;
- (c) in possession of an article considered by the chairman to be dangerous, offensive or liable to cause disruption;
- (d) who refuses to produce or permit examination of any article, or the contents of any article, in the person's possession;
- (e) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (f) who is not entitled under this Constitution to attend the meeting.

## **16.8 Adjournment of Meeting**

The chairman of a General Meeting at which a quorum is present may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place as the chairman determines.

## **16.9 Business at Adjourned Meeting**

No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice need be given of an adjournment, or of the business to be transacted at an adjourned meeting, however if any meeting is adjourned for ten (10) business days or more, notice of the adjourned meeting must be given.

## **17. VOTING AT MEETINGS OF MEMBER**

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### **17.1 Entitlement to Vote**

Subject to this Constitution and the terms of issue of any Membership, each natural person who is present at a General Meeting and who is not disqualified by arrears of subscription, may vote if he or she is a Member, or an attorney or proxy of a Member.

### **17.2 Number of Votes**

The Member who is, under **clause 17.1**, entitled to vote has one (1) vote

### **17.3 Method of Voting**

- (a) Every resolution put to a vote at a General Meeting must be determined by the voices or a show of hands (as determined by the chairman of the meeting)
- (b) If a proxy vote has been received the chairman must inform the meeting of how the proxy vote is to be cast.
- (c) If the Chairman so decides a ballot can be called in a form the Chairman chooses

### **17.4 Chairman's Casting Vote**

In addition to a deliberative vote the chairman of the meeting shall have a casting or second vote.

### **17.5 Declaring a Result of Vote on Show of Hands**

In respect of any General Meeting a declaration by the chairman that a resolution has been carried or lost, and an entry made in the book containing the minutes of the proceedings of the Club, is conclusive evidence of the fact.

### **17.6 Ruling on Votes**

The chairman of the meeting is the sole judge of the validity of every vote tendered at the meeting and the determination of the chairman is final and conclusive. Every vote allowed at any such meeting is treated as valid. In recording votes, the latest copy of the Register held in the Registered Office must be adopted and acted on as the voting roll.

## **18. THE BOARD**

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### **18.1 The Board**

The members of the Board (Directors) shall comprise:

The President	One year
Honorary Secretary	One year
Honorary Treasurer	One year

And may also comprise up to:

Two Vice-Presidents	Two years
Four Elected Board members	Two years
Two co-opted Board members	Two years

who, save for the two co-opted Board members, shall be elected by the members at the annual general meeting and their duties shall be those usually pertaining to the office.

The President, Honorary Secretary and Honorary Treasurer shall, if necessary, hold their respective offices until their successors are appointed.

## **18.2 Co-opted Members**

In addition to the Board members elected by the Club at the annual general meeting, two additional members may be co-opted by the other members of the Board.

## **18.3 Financial Members**

All members of the Board shall be financial members at the time of nomination and for the full period of office. Co-opted Board members shall hold office until the annual general meeting following the co-option.

## **18.4 Term of Office**

All members of the Board shall hold office for the period stated next to each position and until the conclusion of the ordinary business of the annual general meeting at the end of such period.

## **18.5 Re-election**

Subject to the above provisions all members of the Board shall be eligible for re-election.

## **18.6 Nominations**

- (a) Nominations for all offices shall be made on the forms prescribed by the Board which shall be made available to members at least six weeks before the annual general meeting. Nominations shall not be in order unless the forms include the signatures of the nominee, proposer and seconder, all of whom shall be financial members.
- (b) Nominations shall be received by the Honorary Secretary or other office bearer acting in his stead until the close of that meeting night (either a general meeting or informal meeting) which is at least two weeks before the annual general meeting and is at least four weeks after nomination papers are made available. At this time nominations shall be declared closed and the list of nominations (including names of proposers and seconds) shall be posted on the notice board and displayed there until the annual general meeting.
- (c) If only a single nomination is received for a position on the Board, the nominee shall be deemed elected
- (d) If the number of nominations for a position on the Board exceeds the number of vacancies to be filled, a vote shall be conducted.
- (e) If insufficient nominations are received for a position on the Board, further nominations may be received at the Annual General Meeting to fill the vacancies



### **18.7 Resignation**

Any member of the Board may resign by notice in writing sent by post properly addressed to the Honorary Secretary or delivered to the Honorary Secretary in person or by facsimile transmission or email and thereupon shall cease to be a member of such Board.

### **18.8 Loss of Office**

If any member of the Board is absent without notice from three consecutive Board meetings he shall ipso facto be removed from office unless he can satisfy the Board that there was a reasonable cause for his absence

### **18.9 Vacancies**

In the event of a vacancy in the office of President, the position shall be filled by an election by members of the club at a general meeting. In the event of any other office becoming vacant such vacancy shall be filled by a vote of the remaining members of the Board. Such new officer shall have the same tenure of office as his predecessor.

### **18.10 Sub-Committees**

- (a) The Board may appoint from time to time such committees or sub-committees as may be deemed necessary and may if it thinks fit delegate any of its powers to any such committee or sub-committee.
- (b) A Director shall be a member of all such committee or sub-committees.
- (c) The President shall be an ex-officio member of all committees or sub-committees.
- (d) The powers of committees and sub-committees shall be limited pursuant to clause 19.7

### **18.11 Powers**

- (a) Without limiting the general power conferred upon the Board, it shall be the function of the Board to:
  - (i) determine any question as to altering the qualification of membership,
  - (ii) deal with all matters affecting the character and conduct of any member,
  - (iii) decide as to the reinstatement of any member whose membership may have determined under these rules, and
  - (iv) to deal with any questions referred to it by any of these rules.
- (b) The Board may exercise all the powers of the Club (including Borrowing Powers) subject to the provisions of the Corporations Act and this Constitution and to such regulations (not inconsistent with any provisions of this Constitution) as may be prescribed by the Club in general meeting.

## **19. POWERS AND DUTIES OF DIRECTORS**

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### **19.1 Powers generally**

Subject to the Corporations Act and to any other provisions of this Constitution, the management and control of the Club and of the business and affairs of the Club is vested in the Board who may exercise all such powers of the Club and do all such acts or things not expressly required by this Constitution or by the Corporations Act to be exercised or done by a General Meeting. No clause adopted or resolution passed by a General Meeting invalidates any prior act of the Board which would have been valid if that clause or resolution had not been adopted or passed.

### **19.2 Borrowing**

The Board has the power to raise or borrow any sum of money and to secure the payment or repayment of such money and other obligations or liability of the Club in such manner and on such terms as the Board thinks fit. This includes:

- (a) upon the security of any mortgage; or
- (b) by the issue of debentures or debenture stock of the Club charged upon all or any property of the Club (both present and future) including its goodwill and undertaking for the time being; or
- (c) upon bills of exchange, promissory notes or other obligations or otherwise.

### **19.3 Execution of negotiable instruments**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and/or receipts for money paid to the Club may be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two (2) Directors or in such manner as the Board at any time determines.

### **19.4 Appointment of attorney**

The Board may at any time, by power of attorney appoint any person or persons to be the attorney or attorneys of the Club for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under this Constitution) and for such period and subject to such conditions as they may think fit. Any such powers of attorney may:

- (a) contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit; and
- (b) authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

### **19.5 Delegation**

The Board may at any time confer upon any Director, or such other person as they may select, such of the powers exercisable under the Constitution by the Board for such time as they may think fit and to be exercised for such Objects and purposes and upon such terms and with such restrictions as they think expedient. They may confer such powers whether collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect. They may at any time revoke, withdraw, alter or vary all or any of such powers.

## 19.6 **Validity of acts**

Despite anything contained in this Constitution, if it is found that some formality required by this Constitution to be done has been inadvertently omitted or has not been carried out, such omission does not invalidate any resolution, act, matter or thing but for such omission would have been valid.

## 19.7 **Limitation**

The powers, authorities and discretions vested in committees, sub-committees, attorneys and delegates appointed under this Constitution shall be limited in value to \$50,000 (fifty thousand dollars) or such other sum as determined by members at a General Meeting.

## 20. **PROCEEDINGS OF BOARD**

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### 20.1 **Meetings**

Board meetings shall be held not less than once in every three calendar months.

### 20.2 **Chairman**

The President of the Club shall be the Chairman of all meetings of the Board at which he is present. If the President is not present within fifteen minutes after the time appointed for holding a meeting the Vice President shall chair a meeting of the Board and if he/she is not present or is not willing to take the chair, another of the Board may be chosen by the meeting to preside at the meeting.

### 20.3 **Voting**

Questions arising at any meeting of the Board shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote.

### 20.4 **Quorum**

- (a) **Fifty percent of Directors plus one** shall constitute a quorum for all meetings of the **Board**.
- (b) In the event that there are an uneven number of Directors on the Board the quorum shall be fifty percent of Directors plus one, rounded up to the nearest whole number.

### 20.5 **Mode of Meeting**

The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they see fit. The Directors may conduct their meetings in person, by telephone, audio-visual link or by using any other technology consented to by all Directors. A consent may be a standing one. A meeting conducted by telephone or other means of communication is considered to be held at the place agreed on by the Directors attending the meeting if at least one of the Directors present at the meeting was at that place for the duration of the meeting.

### 20.6 **President calling a Meeting**

The President may at any time call a meeting of the Board to be held at such time and place as the President chooses.

## 20.7 Secretary calling a Meeting

The Secretary, upon the request of any other Director, must call a meeting of the Board to be held at any such time and place as is convenient to the Board.

## 20.8 Notice of Meeting

Notice of each meeting of the Board:

- (a) may be given by such means as is convenient, including by telephone or by electronic transmission; and
- (b) must be given to all Directors.

## 20.9 Omission to Give Notice

The accidental omission to give notice of any meeting of the Board to, or the non-receipt of any such notice by, a person entitled to receive that notice does not invalidate the calling of the meeting or any resolution passed at such meeting.

## 20.10 Circulating Resolution of Board

If all of the members of the Board have signed a document containing a statement that they are in favour of a resolution of the Board in terms set out in the document, a resolution in those terms is treated as having been passed at a meeting of the Board held on the day on which the document was signed. If the Directors sign the document on different days, then a resolution is treated as having been passed on the day on which the document was last signed by a Director thereby constituting a majority in number of the Board. A resolution is not treated as passed on that day if the document, by its terms, is said to take effect from an earlier date.

## 20.11 Signing of Circular Resolution

For the purposes of the **clause 20.10**:

- (a) each Director, other than one not entitled to vote on the resolution, may sign the document;
- (b) if a person who is not entitled to vote on the resolution signs the document, it does not invalidate the resolution if it is otherwise valid;
- (c) an electronic transmission purporting to be signed by a Director is treated as being in writing signed by such person; and
- (d) two (2) or more separate documents containing statements in identical terms each of which is signed by one or more Directors are together treated as constituting one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.

## 20.12 Deemed Minute

The document or documents referred to in **clause 20.10 and 20.11** are treated as constituting a minute of that meeting and must be entered in books kept for that purpose.

## 20.13 Validity of Acts of Board

All acts done in respect of any meeting of:

- (a) the Board; or

- (b) a committee of the Board; or
- (c) any person purporting to act as an attorney under power of the Club,

are, despite the fact that later it is discovered that there was some defect in the appointment or continuance in office of such Director, person or attorney so acting or that they or any of them were disqualified or were not entitled to vote, are valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or attorney and was entitled to vote.

#### 20.14 Remuneration of Board

The Club must not pay any fees to a Director for performing that person's duties and responsibilities as a member of the Board.

The Club may pay all reasonable travelling, accommodation and other expenses that a Director properly incurs:

- (a) for the reimbursement of out of pocket expenses incurred on reasonable commercial terms in carrying out the duties of a Director; or
- (b) for any service rendered to the Club in a professional or technical capacity, where the terms of service are on reasonable commercial terms and have been previously approved by resolution of the Board.

### 21. DIRECTORS' CONTRACTS AND CONFLICTS OF INTEREST

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#### 21.1 Board Contracts with Club

In relation to Board' contracts and conflicts of interest, but subject at all times to **clause 21.4**:

- (a) despite any rule under the Corporations Act or equity to the contrary, no Director is disqualified by that office from contracting with the Club;
- (b) no Director may be an employee of the Club;
- (c) any such contract, or any contract entered into by way or on behalf of the Club in which any Director is in any way interested, is not avoided;
- (d) any Director so contracting or being so interested is not liable to account to the Club for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relationship thereby established;
- (e) the nature of the Director's interest must be disclosed by that Director at the meeting of the Board at which the contract is decided on if that interest then exists and has not previously been disclosed. In any other case, at the first meeting of the Board after the acquisition of those interests; and
- (f) a Director may not vote in that capacity in respect of any contract or arrangements in which the Director is interested if prohibited by the Corporations Act from doing so. However, such Director may, despite that interest, participate in the execution of any instrument by or on behalf of the Club, when through signing or sealing it or otherwise.

## 21.2 Material Personal Interest

A Director must notify other Board members of a material personal interest in a matter that relates to the affairs of the Club except where the conflict of interest is listed under section 191(2) of the Corporations Act.

## 21.3 Requirement to leave the meeting

Despite anything in **clause 21.2**, a Director's entitlement to vote, or be present, at a meeting of the Board of any Director who has a material personal interest in a matter that is being considered at the meeting is restricted in accordance with section 195 of the Corporations Act (and every other mandatory law) as it may apply from time to time to the Club.

## 21.4 Conflict of Interest Resolution

At any meeting of the Board at which a resolution is put for approval of a payment to be made pursuant to this **clause 21.4** or at any General Meeting considering a conflict of interest resolution, the Director who is the object of the conflict of interest resolution and any other Director or Member who is related to that Director may present their case to the meeting of Board or General Meeting (as the case may be) however, that Director is not entitled to:

- (a) be heard in discussion on the conflict of interest resolution;
- (b) propose or second the conflict of interest resolution;
- (c) vote on the conflict of interest resolution;
- (d) be present at the meeting when the conflict of interest resolution is put to the vote.

## 21.5 Notice of Interest

A general notice given to the Board by any Director in accordance with section 192 of the Corporations Act and to the effect that he or she:

- (a) is an officer or a member of, or interested in, any specified firm or body corporate;
- (b) is to be regarded as interested in all transactions with such firm or body, is sufficient disclosure as required by the Corporations Act as regards such Director and those transactions. After such general notice it is not necessary for such Director to give any special notice relating to any transaction with such firm or body.

## 22. COMMITTEES

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### 22.1 Delegation to Committee

The Board may:

- (a) delegate any of their powers to Committees consisting of such one or more persons, whether a Director or not, as they think fit; and
- (b) establish advisory Committees (or other Committees not having delegated powers of the Board) consisting of such person or persons as they think fit.

## 22.2 Committee Powers

Any Committee so formed or person or persons so appointed, must, in the exercise of the powers so delegated, or functions entrusted, conform to any regulations that may at any time be imposed by the Board.

## 22.3 Committee Meetings

The meetings and proceedings of any Committee, consisting of two (2) or more persons are governed by the provisions in this Constitution for regulating the meetings and proceedings of the Board so far as those provisions are applicable and not affected by any resolution or regulation made by the Board under **clause 22.2**.

## 22.4 Committee Members as Officers

Each person appointed to a Committee under **clause 22.1(a)**, if not otherwise an Officer of the Club, is, when exercising the powers so delegated or functions entrusted, an officer of the Club.

## 23. MINUTES

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If any minutes of a General Meeting or of the Board are signed by any person purporting to be either the Chairman of such meeting or the Chairman of the next succeeding meeting, those minutes must be received in evidence without any further proof that the matters and things recorded by or appearing in such minutes actually took place or happened at a meeting duly called and held.

## 24. ACCOUNTS

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- 24.1 The Club must keep proper books of accounts (which may include computer records) of the Club at its Registered Office and entries made of all such matters, transactions and things which are usually entered in books of accounts kept by entities engaged in concerns of a similar nature.
- 24.2 The Club must arrange for the accounts to be audited in accordance with the Corporations Act and any applicable State or Territory legislation.

## 25. NOTICES

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### 25.1 Service of notices

Where this Constitution, the Corporations Act or other legislation requires or permits a document to be served on, given, sent or dispatched to, any person, whether any such expression or any other expression is used (in this clause referred to as served), the document may be served on the person:

- (a) by delivering it to the person personally;
- (b) by dispatching it, whether by post, contractor, agent, electronic means or otherwise, to:
  - (i) the address of the place of residence; or
  - (ii) the business address of the person last known to the person serving the document; or
  - (iii) in the case of a Member, to the address of the Member entered in the Register,

the document, by such dispatch, is regarded as left at that address; or

- (c) subject to the Corporations Act, by publication in a newspaper circulating generally in the State in which the Registered Office is located.

## 25.2 Date of Deemed Service

A document served under **clause 25.1** is treated as having been duly served, regardless of whether it is actually received:

- (a) where **clause 25.1(b)** applies - if the dispatching method is electronic then the next business day after it was dispatched or if another method then two (2) business days following the business day when dispatch occurred;
- (b) where **clause 25.1(c)** applies – on the day the newspaper is first published.

## 25.3 Counting of Days

- (a) Subject to the Corporations Act, where a specified number of days notice extending over any period is required to be given, both the day of service and the day upon which such notice will expire are included in such number of days or other period.
- (b) Where a time period ends on a day which is not a Business Day the time period will be deemed to end on the next Business Day.

## 25.4 Service on Club or its Officers

Every document required to be served upon the Club or upon any officer of the Club may be served by leaving it at the Registered Office.

## 25.5 Signature

The signature to any document to be given by the Club may be written, printed or stamped.

# 26. INDEMNITY AND INSURANCE

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## 26.1 Indemnity for officers

To the extent permitted by the Corporations Act:

- (a) the Club indemnifies every person who is or has been an Officer of the Club or of a wholly-owned subsidiary of the Club against any liability for costs and expenses incurred by that person in defending any proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the Corporations Act; and
- (b) the Club indemnifies every person who is or has been an Officer of the Club or of a wholly-owned subsidiary of the Club against any liability incurred by the person, as an Officer of the Club or of a wholly-owned subsidiary of the Club, to another person (other than the Club or a related body corporate of the Club) unless the liability arises out of conduct involving a lack of good faith,.

## 26.2 Insurance Premiums

The Club may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Club or of a subsidiary of the Club against a liability:



- (a) incurred by the person in his capacity as an Officer of the Club or of a subsidiary of the Club or in the course of acting in connection with the affairs of the Club or otherwise arising out of the Officer's holding such office provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Club or a subsidiary of the Club or a contravention of Sections 182 or 183 of the Corporations Act; or
- (b) for costs and expenses incurred by that person in defending proceedings whatever their outcome.

### 26.3 Definition of proceedings

In **clauses 26.1 and 26.2** the term "proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his capacity as such an Officer in the course of acting in connection with the affairs of the Club or a wholly-owned subsidiary (in **clause 26.1**) or subsidiary (in **clause 26.2**) of the Club or otherwise arising out of the Officer's holding such office (including proceedings alleging that he was guilty of negligence, default, breach of trust or breach of duty in relation to the Club of a wholly-owned subsidiary (in **clause 26.1**) or subsidiary (in **clause 26.2**) of the Club).

## 27. WINDING UP OR DISSOLUTION

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### 27.1 Surplus

If on the winding up or dissolution of the Club after the satisfaction of all its debts and liabilities, any property remains (**Surplus**), the Surplus must not be paid or distributed to the Member.

### 27.2 Transfer of Surplus

The Surplus must be transferred to an institution, body, entity or organisation (**Transferee Entity**):

- (a) having objects similar to the objects and purposes of the Club; and
- (b) whose Constitution prohibits the distribution of its income and property among its members to an extent at least as great as imposed on the Club under **clauses 6 and 7**.

### 27.3 Choice of Transferee Entity

The Transferee Entity must be chosen by the Board (as the Board was constituted at the commencement of the winding up). If the Board does not choose a Transferee Entity within three (3) months, any Member may apply to the Supreme Court of Victoria to choose the Transferee Entity.

## 28. ALTERATION TO THE CONSTITUTION

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The Members may, from time to time, modify or alter this Constitution provided that such modification or alteration is made in accordance with the Corporations Act and does not contravene any condition of the Club's licence from ASIC to omit the word "Limited" from its name.