# CONSTITUTION

Date: 22 November 2022

## QUEENS PARK GOLF CLUB INCORPORATED

**INCORPORATION No:** A0009785U

**ABN:** 21 323 087 643

**TABLE OF CONTENTS**


1. DEFINITIONS AND INTERPRETATIONS ..... 6
   1.1 Definitions ..... 6
   1.2 Interpretation ..... 7
   1.3 Act ..... 8
2. OBJECTS ..... 8
3. POWERS ..... 8
4. INCOME AND PROPERTY OF THE ASSOCIATION ..... 9
   4.1 Sole Purpose ..... 9
   4.2 Payments to Members ..... 9
5. MEMBERSHIP ..... 9
   5.1 Categories of Members ..... 9
   5.2 Admission of Members ..... 9
   5.3 Members ..... 10
   5.4 Life Members ..... 10
   5.5 General ..... 10
   5.6 Effect of Membership ..... 11
   5.7 Limited Liability ..... 11
6. CESSATION OF MEMBERSHIP ..... 11
   6.1 Cessation ..... 11
   6.2 Resignation ..... 11
   6.3 Forfeiture of Rights ..... 12
7. GRIEVANCES AND DISCIPLINE OF MEMBERS ..... 12
   7.1 Jurisdiction ..... 12
   7.2 Policies ..... 12
8. FEES AND SUBSCRIPTIONS ..... 12
   8.1 Membership Fees ..... 12
   8.2 Non-Payment of Fees ..... 13
   8.3 Deferral or reduction of subscriptions ..... 13
9. GENERAL MEETINGS ..... 13
   9.1 Annual General Meeting ..... 13
   9.2 Power to convene General Meeting ..... 13
   9.3 Notice of a General Meeting ..... 13
   9.4 No other business ..... 14
   9.5 Cancellation or postponement of General Meeting ..... 14
   9.6 Written notice of cancellation or postponement of General Meeting ..... 14
   9.7 Contents of a notice postponing a General Meeting ..... 14

9.8 Number of clear days for postponement of General Meeting ..... 14
9.9 Business at postponed General Meeting ..... 15
9.10 Non-receipt of notice ..... 15
10. PROCEEDINGS AT GENERAL MEETING ..... 15
10.1 Number for a quorum ..... 15
10.2 Requirement for a quorum ..... 15
10.3 Quorum and time ..... 15
10.4 Adjourned meeting ..... 15
10.5 Chairperson to preside over General Meetings ..... 15
10.6 Conduct of General Meetings ..... 15
10.7 Adjournment of General Meeting ..... 16
10.8 Notice of adjourned meeting ..... 16
10.9 Questions decided by majority ..... 16
10.10 Equality of votes ..... 16
10.11 Declaration of results ..... 16
10.12 Poll ..... 17
10.13 Objection to voting qualification ..... 17
10.14 Chair to determine any poll dispute ..... 17
10.15 Electronic voting ..... 17
11. VOTES OF MEMBERS ..... 17
11.1 Votes of Members ..... 17
11.2 Election of Directors ..... 17
11.3 Resolutions not in General Meeting ..... 18
12. DIRECTORS ..... 18
12.1 Number of Directors ..... 18
12.2 Eligibility ..... 18
12.3 Nomination for election ..... 19
12.4 Term of office of Directors generally ..... 19
12.5 Office held until end of meeting ..... 19
12.6 Elected Director elected at General Meeting ..... 20
12.7 Maximum consecutive years in office for Directors ..... 20
12.8 Casual vacancy in ranks of Elected Directors ..... 20
12.9 Remuneration of Directors ..... 21
12.10 Vacation of office ..... 21
12.11 Alternate Director ..... 21
13. POWERS AND DUTIES OF DIRECTORS ..... 21
13.1 Directors to manage the Association ..... 21

13.2 Specific powers of Directors ..... 21
13.3 Time, etc ..... 22
13.4 Delegation of powers ..... 22
13.5 Code of Conduct and Board Charter ..... 22
13.6 Strategic Plan ..... 22
14. PROCEEDINGS OF DIRECTORS ..... 22
14.1 Directors' meetings ..... 22
14.2 Questions decided by majority ..... 23
14.3 Chair's casting vote ..... 23
14.4 Quorum ..... 23
14.5 Effect of vacancy ..... 23
14.6 Convening meetings ..... 23
14.7 Election of Chairperson ..... 23
14.8 Circulating resolutions ..... 24
14.9 Validity of acts of Directors ..... 24
14.10 Directors' Interests ..... 24
14.11 Minutes ..... 24
15. VIRTUAL MEETINGS OF THE ASSOCIATION ..... 25
15.1 Virtual Meeting ..... 25
15.2 Conduct of Virtual Meeting ..... 25
16. GENERAL MANAGER ..... 25
16.1 Appointment of a GM ..... 25
16.2 Powers, duties, and authorities of a GM ..... 25
16.3 Suspension and removal of a GM ..... 26
16.4 Delegation by Directors to a GM ..... 26
16.5 GM to attend meetings ..... 26
17. SECRETARY ..... 26
18. COMMITTEES ..... 26
18.1 Committees ..... 26
18.2 Powers delegated to Committees ..... 26
18.3 Committee meetings ..... 26
18.4 FAR Committee ..... 26
19. POLICIES ..... 27
19.1 Making and amending Policies ..... 27
19.2 Effect of Policies ..... 27
20. INSPECTION OF RECORDS ..... 27
21. ACCOUNTS ..... 27

21.1 Accounting Records ..... 27
21.2 Auditor31/08/2022 ..... 27
22. SERVICE OF DOCUMENTS ..... 27
22.1 Document includes notice ..... 27
22.2 Methods of service on a Member ..... 28
22.3 Methods of service on the Association ..... 28
22.4 Post ..... 28
22.5 Electronic transmission ..... 28
23. INDEMNITY ..... 28
23.1 Indemnity of officers ..... 28
23.2 Insurance ..... 29
23.3 Deed ..... 29
24. WINDING UP ..... 29
24.1 Liability of Members on winding up ..... 29
24.2 Excess property on winding up ..... 29

# Constitution

**QUEENS PARK GOLF CLUB INCORPORATED**

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

In this Constitution unless the context requires otherwise:

**Act** means the *Associations Incorporation Reform Act 2012 (Vic)* as amended from time to time and includes any regulations made under the Act and any exemption or modification to the Act that applies to the Association.

**AGM** or **Annual General Meeting** means the Annual General Meeting of the Association required to be held by the Association under the Act.

**Association** means The Queens Park Golf Club Incorporated.

**Chairperson** or **Chair** means the person elected as the chair of the Association under **clause 14.7(a)**.

**Committee** means a committee established by the Directors under **clause 18.1**.

**Secretary** means the person appointed or elected as a secretary of the Association.

**Constitution** means this constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this constitution.

**Director** means a Director of the Association and includes Elected Directors and Appointed Directors.

**Directors** mean, as the case requires, all or some of the Directors acting together as a board in accordance with their powers and authority under this Constitution.

**Elected Director** means a Director elected under **clause 12**.

**FAR Committee** means the Finance, Audit and Risk Committee established by the Directors under **clause 18.4.**

**General Meeting** means a general meeting of Members and includes the AGM.

**Golf** means the "Sport" of Golf in all of its forms, disciplines, and variations, including as recognised and regulated by R&A from time to time.

**GM** means a person appointed as general manager of the Association by the Directors.

**Individual Member** means a person admitted to the Association as a member under **clause 5.2.**

**Intellectual Property** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos, or films) or service marks relating to the Association or any activity of or conducted, promoted, or administered by the Association.

**Life Member** means a person admitted to the Association as a life member under **clause 5.4**.

**Member** means a member of the Association under **clause 5**.

**Objects** mean the objects of the Association in **clause 2**.

**On-line** means attendance at a meeting via telephone, video, or any other technology (or any combination of these technologies), that permits each attendee at a meeting to communicate with any other participant.

**Policy** means a policy made under **clause 7.2** or **clause 19.1(a)**.

**Principles of natural justice** is an expression of Common Law that primarily requires a procedural requirement of fairness.

**R&A** means the world governing body for Golf.

**Special Resolution** has the same meaning as that given to it in the Act.

**Virtual Meeting** means a meeting held by telephone, video, or any other technology (or any combination of these technologies), that permits each Director at a meeting of Directors or each Voting Member at a meeting of Members to communicate with any other participant.

**Voting Member** means, in relation to a General Meeting, those Members present and entitled to vote in accordance with **clause 5.1**.

### 1.2 Interpretation

In this Constitution unless the context requires otherwise:

(a) (**presence of a Member**) a reference to a Member present at a General Meeting and means the Member present in person or on-line;

(b) (**document**) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;

(c) (**gender**) words importing any gender include all other genders;

(d) (**person**) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;

(e) (**successors**) a reference to an organisation includes a reference to its successors;

(f) (**singular includes plural**) the singular includes the plural and vice versa;

(g) (**instruments**) a reference to a law includes regulations and instruments made under it;

(h) (**amendments to legislation**) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;

(i) (**include)** the words include, includes, including and for example are not to be interpreted as words of limitation;

(j) (**signed**) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

(k) (**writing**) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and

(l) (**headings**) headings are inserted for convenience and do not affect the interpretation of this Constitution.

### 1.3 Act

(a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

(b) The model rules under the Act are expressly displaced by this Constitution and accordingly do not apply to the Association.

## 2. OBJECTS

The Objects of the Association shall be to:

(a) conduct, encourage, promote, advance, control and manage the Association;

(b) adopt, formulate, issue, interpret and amend Policies for the operation and management of the Association;

(c) develop and adopt a strategic plan as revised from time to time, subject always to the context and operations of the Association;

(d) support and encourage integrity, ethics and values that promote community confidence in the Association;

(e) encourage the provision and development of appropriate facilities for participation in Golf at the Association;

(f) maintain and enhance standards, quality, integrity and reputation of Golf for the benefit and interests of Members;

(g) promote the Association for commercial, government and public recognition and benefits;

(h) promote, control, manage and conduct Golf events, competitions, and championships at the Association;

(i) encourage and promote widespread participation in Golf and physical activity;

(j) ensure that, to the extent of the Association's control, Golf is carried on in a manner that secures and enhances the safety of participants, officials, spectators, and the public;

(k) use and promote the Intellectual Property;

(l) have regard to the public interest in its operations; and

(m) undertake other actions or activities necessary, incidental, or conducive to advance these Objects.

## 3. POWERS

Solely for furthering the Objects, the Association, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out in section 124 of the *Corporations Act 2001 (Cth)*.

## 4. INCOME AND PROPERTY OF THE ASSOCIATION

### 4.1 Sole Purpose

The income and property of the Association will only be applied towards the promotion of the Objects.

### 4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member or Director except for payments to a Member:

(a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Association; or

(b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or

(c) of reasonable rent for premises let to the Association by them.

## 5. MEMBERSHIP

### 5.1 Categories of Members

Members of the Association shall fall into one of the following categories:

(a) ***Life Members,*** who, subject to this Constitution, have the right to receive notice of, attend and vote, at General Meetings;

(b) ***Individual Members,*** who subject to this Constitution, have the right to receive notice of, attend and vote at General Meetings; and

(c) such other category of Member as may be created by the Directors. Any category of Member created by the Directors under this **clause 5.1(c)** may or may not be granted voting rights.

### 5.2 Admission of Members

A person will become a Member, and the Directors will direct the Secretary to record their name, street address, email address and date on which they became a Member, in the register of Members kept by the Association, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and the Policies and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

(a) be bound by this Constitution and the Policies (including any Policies specific to the relevant category of Membership);

(b) pay the fees and subscriptions determined to apply to the Member under **clause 8**; and

(c) support the Association in the encouragement and promotion of its Objects.

Admission to membership is not automatic and a membership application may be rejected by the Directors in their absolute discretion.

### 5.3 Members

(a) Each Member will:

(i) do all that is reasonably necessary to enable the Objects to be achieved;

(ii) at all times act for and on behalf of the interests of the Association;

(iii) be bound by this Constitution and the Policies;

(iv) act in good faith and loyalty to maintain and enhance the Association, its standards, quality, and reputation for the benefit of the Association;

(v) at all times operate with and promote mutual trust and confidence between the Association and the Members, promoting the economic and success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects; and

(vi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Association and its maintenance and development.

### 5.4 Life Members

(a) Life Membership may be bestowed by the Association for longstanding and valued service to the Association, in accordance with the Policies.

(b) Any Member may forward a proposed nomination to the Directors for consideration in accordance with the Policies.

(c) On the nomination of the Directors, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to that individual completing an application in accordance with **clause 5.2**.

(d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.

(e) A person may be posthumously recognised as a Life Member.

### 5.5 General

(a) The Policies may set out:

(i) the categories of Membership which exist;

(ii) the criteria to be met by each category of Member; and

(iii) the privileges and benefits of each category of Member in addition to those set out in this Constitution.

(b) The Association must keep a register of all Members in accordance with the Act.

(c) No Member whose membership ceases (for whatever reason) has any claim against the Association or the Directors for damages or otherwise arising from cessation or termination of membership.

(d) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

(e) A Member must treat all staff, contractors, and representatives of the Association with respect and courtesy at all times.

(f) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association or Golf, or both.

### 5.6 Effect of Membership

Members acknowledge and agree that:

(a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Policies;

(b) they shall comply with and observe this Constitution and the Policies;

(c) by submitting to this Constitution and the Policies they are subject to the jurisdiction of the Association;

(d) this Constitution and the Policies are necessary and reasonable for promoting the Objects;

(e) neither membership of the Association nor this Constitution gives rise to:

(i) any proprietary right of Members in, to or over the Association or its property or assets; or

(ii) any automatic right of a Member to renewal of their membership of the Association; or

(iii) subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;

(f) they are entitled to all benefits, advantages, privileges, and services of their membership as determined by the Board; and

(g) they will not become a party to any suit at law or equity against the Association or any person subject to this Constitution, unless and until all remedies allowed by this Constitution have been exhausted. This clause may be pleaded in any proceeding, suit, or action against the Association.

### 5.7 Limited Liability

Members have no liability in their capacity as a Member.

## 6. CESSATION OF MEMBERSHIP

### 6.1 Cessation

A person ceases to be a Member on:

(a) resignation, subject to **clause 6.2**;

(b) death;

(c) the termination of their membership according to this Constitution or the Policies;

(d) if a body corporate, being dissolved or otherwise ceasing to exist; and

(e) the Member no longer meeting the requirements for membership according to **clause 5**.

### 6.2 Resignation

(a) Subject to **clause 6.2(b)**, for the purposes of **clause 6.1(a)**, a Member may resign as a member of the Association by giving 14 days written notice to the Directors.

(b) A Member must not resign, and notice given under **clause 6.2(a)** is invalid, where the Member is at the time of notice being given, subject to disciplinary proceedings under **clause 7.2**, including proceedings under a Policy. For the purposes of this clause, **subject to disciplinary proceedings** includes where a complaint or allegations have been made against, but not yet conveyed to, a Member.

### 6.3 Forfeiture of Rights

A Member who, or which, ceases to be a Member shall forfeit all right in and claim upon the Association or the Directors for damages or otherwise or claim upon its property including the Intellectual Property.

## 7. GRIEVANCES AND DISCIPLINE OF MEMBERS

### 7.1 Jurisdiction

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties, and appeal mechanisms of the Association whether under the Policies or under this Constitution.

### 7.2 Policies

(a) The Directors shall make or adopt a Policy or Policies for the:

(i) hearing and determination of:

(A) complaints by a Member that feels aggrieved by a decision or action of the Association; and/or

(B) disputes or grievances between Members;

(ii) discipline of Members;

(iii) formation and administration of an appeals process; and

(iv) termination of Members.

(b) The Directors must, in making or adopting a Policy or Policies under **clause 7.2(a)**, ensure that the principles of natural justice are preserved in dealing with such matters.

## 8. FEES AND SUBSCRIPTIONS

### 8.1 Membership Fees

(a) The Directors may determine from time to time:

(i) the amount (if any) payable by an applicant for membership;

(ii) the amount of the annual subscription fee (if any) payable by each Member, or any category of Members;

(iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and

(iv) the payment method and the due date for payment.

(b) Each Member must pay to the Association the amounts determined under this **clause 8** in accordance with **clause 8.1(a)(iv)**.

### 8.2 Non-Payment of Fees

Subject to **clause 8.3(a)**:

(a) if payment of any subscription or other amount determined under **clause 8** is not paid by the due date, the Member's membership ceases without further notice. If membership ceases under this **clause 8.2(a)**, the Member must re-apply for membership in accordance with this Constitution and any relevant Policy; and

(b) if payment of any subscription or other amount determined under **clause 8** is not paid by the due date and the membership ceases under **clause 8.2(a)**, the right of a Member to attend and vote at a General Meeting also ceases without further notice.

### 8.3 Deferral or reduction of subscriptions

(a) The Directors may defer the obligations of a Member to pay a subscription or other amount or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:

(i) there are reasonable grounds for doing so; and

(ii) the Association will not be materially disadvantaged as a result; and

(iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.

(b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 8.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

## 9. GENERAL MEETINGS

### 9.1 Annual General Meeting

AGMs of the Association are to be held:

(a) according to the Act; and

(b) at a date and venue determined by the Directors.

### 9.2 Power to convene General Meeting

(a) The Directors may convene a General Meeting as they think fit and must do so if required by the Act.

(b) The Voting Members may convene a General Meeting in accordance with the Act.

### 9.3 Notice of a General Meeting

(a) Notice of a General Meeting of Members must be given:

(i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Association; and

(ii) in accordance with **clause 22** and the Act.

(b) At least 45 days prior to the proposed date of the AGM, the Secretary will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.

(c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:

(i) all information required to be included in accordance with the Act;

(ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;

(iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Act; and

(iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

**9.4 No other business**

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

**9.5 Cancellation or postponement of General Meeting**

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel, or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

(a) Members according to the Act;

(b) the Directors at the request of Members; or

(c) a court.

**9.6 Written notice of cancellation or postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

(a) each Member entitled to attend the General Meeting; and

(b) each other person entitled to notice of a General Meeting under the Act.

**9.7 Contents of a notice postponing a General Meeting**

A notice postponing a General Meeting must specify:

(a) the new date and time for the meeting;

(b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and

(c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

**9.8 Number of clear days for postponement of General Meeting**

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 10.8** or the Act.

### 9.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

### 9.10 Non-receipt of notice

The non-receipt of a notice convening, cancelling, or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

## 10. PROCEEDINGS AT GENERAL MEETING

### 10.1 Number for a quorum

The minimum number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is fifteen (15).

### 10.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

### 10.3 Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

(a) if convened by, or on requisition of, Members, is dissolved; and

(b) in any other case stands adjourned to such other day, time and place as the Chairperson determines.

### 10.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Voting Members then present shall constitute a quorum.

### 10.5 Chairperson to preside over General Meetings

(a) The Chairperson is entitled to preside as chair at General Meetings.

(b) If a General Meeting is convened and there is no Chairperson, or the Chairperson is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):

(i) a Director (or other person) chosen by a majority of the Directors present;

(ii) the only Director present; or

(iii) a representative of a Voting Member that is entitled to vote and is chosen by a majority of the Voting Members present.

### 10.6 Conduct of General Meetings

(a) The Chairperson:

(i) has charge of the general conduct of the meeting and of the procedures to be adopted;

(ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

(iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the Chairperson under this **clause 10.6** is final.

**10.7 Adjournment of General Meeting**

(a) The Chairperson may, with the consent of any General Meeting at which a quorum is present, and must if so, directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate, or discussion being considered or remaining to be considered by the meeting.

(b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.

(c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

**10.8 Notice of adjourned meeting**

(a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

(b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

**10.9 Questions decided by majority**

Subject to the requirements of the Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

**10.10 Equality of votes**

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

**10.11 Declaration of results**

(a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands, or by another method determined by the Chairperson in the case of on-line attendees, unless a poll is properly demanded, and the demand is not withdrawn.

(b) A declaration by the Chairperson that a resolution has on a show of hands, or by another method for on-line attendees, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Association, is conclusive evidence of the fact.

(c) Neither the Chairperson nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

### 10.12 Poll

(a) If a poll is properly demanded by the Chairperson of the meeting, it must be taken in the manner and at the date and time directed by the Chairperson, and the result of the poll is the resolution of the meeting at which the poll was demanded.

(b) A poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately.

(c) A demand for a poll may be withdrawn.

(d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

### 10.13 Objection to voting qualification

(a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):

(i) may not be raised except at that meeting; and

(ii) must be referred to the Chairperson, whose decision is final.

(b) A vote not disallowed under the objection is valid for all purposes.

### 10.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the Chairperson must decide it and the Chairperson's decision made is final.

### 10.15 Electronic voting

Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

## 11. VOTES OF MEMBERS

### 11.1 Votes of Members

(a) At a General Meeting, on a show of hands or by another method for on-line attendees, and on a poll, each Voting Member shall have one vote.

(b) No Member other than Life Members and Individual Members are entitled to vote at General Meetings.

### 11.2 Election of Directors

(a) Elections for Elected Directors shall be by secret ballot for those members present and via electronic voting for those members not present but on-line, in accordance with this **clause 11.2** at the relevant General Meeting on papers prepared by the Secretary.

(b) The ballot and electronic voting for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure. If at the close of nominations for an election to fill one or more Elected Director positions:

(i) the number of eligible nominees is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions; and

(ii) there are more eligible nominees than the number of positions to be filled, a ballot and electronic voting process will be conducted as a poll and the eligible nominee/s who receives the highest number of votes will be elected to fill the Elected Director positions. If two or more nominees get the same number of votes and at the relevant time, there is only one Elected Director position to be filled then the Chairperson is to draw the name of one of those nominees by lot. That nominee is to be elected as an Elected Director.

### 11.3 Resolutions not in General Meeting

(a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Association held at the time on which the document was signed by the last Member entitled to vote.

(b) For the purposes of **clause 11.3(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.

(c) Email or other form of visible or other electronic communication under the name of a Member is deemed to be a document in writing signed by that Member for the purpose of this clause.

## 12. DIRECTORS

### 12.1 Number of Directors

(a) There must be not less than four (4) Directors and not more than seven (7) Directors. A full board of seven (7) Directors will consist of a:

(i) President;

(ii) Vice President;

(iii) Secretary;

(iv) Treasurer;

(v) Men's Club Captain;

(vi) Women's Club Captain; and

(vii) General Director

(b) Subject to **clause 12.1(a)**, not more than seven Directors are to be elected by the Members (Elected Directors).

### 12.2 Eligibility

(a) For the period from the date of this Constitution a person that:

(i) is or was an employee of the Association; or

(ii) is or was GM of the Association; or

(iii) is or was an employee of any external management company (or similar entity) which is engaged to manage the Queens Park Golf course and/or its associated facilities.

at any time within the period beginning three years prior to the date of his/her proposed appointment or election as a Director (each a disqualifying position), may not hold office as a Director.

(b) A Director that accepts a disqualifying position must notify the other Directors of this fact immediately and is deemed to have vacated office as a Director.

(c) The Directors may determine position or role descriptions or necessary qualifications for Director positions.

(d) The Directors must use reasonable endeavours to ensure no one gender constitutes more than 60% of the total number of Directors.

**12.3 Nomination for election**

(a) At least 45 days prior to the proposed date of the AGM, at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Secretary will request from Members nominations (that comply with this **clause 12.3)** for elections to positions falling vacant, that must be received no later than 28 days prior to the AGM.

(b) Any Member, Director or Committee may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.

(c) A nomination must:

(i) be in the form required by the Directors; and

(ii) signed by the nominator and nominee.

**12.4 Term of office of Directors generally**

(a) Subject to clauses, 12.4(b),12.6 and 12.7, an Elected Director will hold office for a term of two years.

(b) Following adoption of this Constitution:

(i) four (4) Elected Directors; President, Vice President, Women's Club Captain, and General Director shall serve for two (2) years; and

(ii) three (3) Elected Directors; Secretary, Treasurer and Men's Club Captain shall serve for one (1) year.

All the above are eligible for re-election, elected for a further two (2) terms of two (2) years each and retirements shall follow the above terms. Should any determination be required regarding terms and rotations of terms of Directors such determinations will be made by the Board or if the Board cannot agree will be determined by lot.

**12.5 Office held until end of meeting**

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, is eligible for re-election.

### 12.6 Elected Director elected at General Meeting

(a) At a General Meeting:

(i) at which an Elected Director retires; or

(ii) at the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the Members conducted in accordance with **clause 11.2** to fill the vacancy by electing someone to that office.

(b) Subject to **clauses 12.6(c)**, an Elected Director elected under this **clause 12.6** takes office at the end of the meeting at which they are elected for a period of two years.

(c) An Elected Director elected under **clause 12.6(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

### 12.7 Maximum consecutive years in office for Directors

(a) Subject to **clause 12.7(d)**, a Director must not serve more than six (6) consecutive years as a Director.

(b) For the purposes of **clause 12.7(a)**, where service:

(i) by a person as a Director under this constitution is for a period less than two (2) years:

(A) if the service is less than one year, it will be treated as one (1) full year;

(B) if the service is between one (1) year and two (2) years, it will be treated as two (2) full years;

(ii) will only be counted from the date of the adoption of this Constitution onwards. Any service as a Director prior to the date of the adoption of this Constitution will not be counted for the purposes of **clause 12.7(a)**.

(c) A Director who has served the maximum number of years in accordance with **clause 12.7(a)** and subject to **clause 12.7(d),** shall not be eligible to be a Director for two (2) years following the completion of their maximum term.

(d) The Board may decide to allow a Director or Directors who has or have served their maximum number of years in accordance with **clause 12.7(a)**, to serve a further two (2) year term, and, if needed, subsequent two (2) year terms if:

(i) there are no nominations for the position of Secretary; or

(ii) less than four (4) Directors have been nominated for the Board.

### 12.8 Casual vacancy in ranks of Elected Directors

(a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 12.10**) in the rank of the Elected Directors.

(b) A person appointed under **clause 12.8(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re-election.

### 12.9 Remuneration of Directors

A Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

(a) paid by the Association for services rendered to it other than as a Director; and

(b) reimbursed by the Association for their reasonable travelling, accommodation, and other expenses when:

(i) travelling to or from meetings of the Directors, a Committee or the Association; or

(ii) otherwise engaged in the affairs of the Association.

### 12.10 Vacation of office

The office of a Director becomes vacant when the Act says it does and if the Director:

(a) dies;

(b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;

(c) resigns from office by notice in writing to the Association;

(d) is removed by resolution of the Voting Members in a General Meeting. Unless otherwise resolved at a General Meeting, a Director removed in accordance with this **clause 12.10(d)** cannot be re-appointed as a Director within three years of their removal;

(e) is absent at three consecutive Directors' meetings without leave of absence from the Directors; or

(f) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of the interest as required by the Act.

### 12.11 Alternate Director

A Director cannot appoint an alternate.

## 13. POWERS AND DUTIES OF DIRECTORS

### 13.1 Directors to manage the Association

The Directors are to manage the Association's business and may exercise those of the Association's powers that are not required, by the Act or by this Constitution, to be exercised by the Association in General Meeting.

### 13.2 Specific powers of Directors

Without limiting **clause 13.1**, the Directors may exercise all the Association’s powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Association or of any other person.

### 13.3 Time, etc

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period, or date as they think fit.

### 13.4 Delegation of powers

(a) Without limiting **clause 16.4** the Directors may, by resolution or by power of attorney or writing, delegate any of their powers to the GM or any employee of the Association or any other person as they think fit.

(b) Any delegation by the Directors of their powers:

(i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;

(ii) may be either general or limited in any way provided in the terms of the delegation;

(iii) need not be to a specified person but may be to any person holding, occupying, or performing the duties of a specified office or position; and

(iv) may include the power to delegate.

(c) If exercising a power depends on a person's opinion, belief, or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief, or state of mind about that matter.

(d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

### 13.5 Code of Conduct and Board Charter

The Directors must:

(a) adopt a code of conduct for Directors and a Board charter; and

(b) periodically review the code of conduct and Board charter in light of the general principles of good corporate governance.

### 13.6 Strategic Plan

The Directors must develop and adopt a strategic plan as revised from time to time. The strategic plan should give consideration to the strategic plan of Golf Australia from time to time subject always to the context and operations of the Association.

## 14. PROCEEDINGS OF DIRECTORS

### 14.1 Directors' meetings

(a) Subject to **clause 14.1(b)** the Directors may meet for conducting business, adjourn and otherwise regulate their meetings as they think fit.

(b) The Directors must meet at least six times in each calendar year.

### 14.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

### 14.3 Chair's casting vote

Whilst the Chairperson of the meeting does have a vote, the Chairperson will not have a casting vote.

### 14.4 Quorum

A majority of Directors (minimum of four) present in person and or via technology as determined by the Directors constitutes a quorum.

### 14.5 Effect of vacancy

(a) The continuing Directors may act despite a vacancy in their number.

(b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

### 14.6 Convening meetings

(a) A Director may, and the Secretary on the request of a Director must, convene a Directors' meeting.

(b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone or electronic means.

(c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Association in person or by post or by telephone or electronic means.

(d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.

(e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

### 14.7 Election of Chairperson

(a) The Directors must, at the first Directors' meeting after the AGM, annually elect one of their number to be the Chairperson by a majority vote.

(b) The Director elected to be Chairperson under **clause 14.7(a)** will, subject to remaining a Director, remain Chairperson for one year from the date of their election until the first Directors' meeting after the following AGM and shall chair any meeting of Directors.

(c) Despite **clause 14.7(b)**, if:

(i) there is no person elected as Chairperson; or

(ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or

(iii) the Chairperson is unwilling to act,

the Directors present may elect one of their number to be Chairperson of the meeting.

(d) A Director elected as Chairperson may be re-elected as Chairperson in following years, so long as he or she remains a Director.

(e) Alternatively, the Directors may agree to rotate the Chairperson position for each meeting.

**14.8 Circulating resolutions**

(a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 14.8(a)** and is taken to be signed when received by the Association in legible form.

(c) The resolution is passed when the last Director signs.

**14.9 Validity of acts of Directors**

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election, or qualification of any of them or that any of them was disqualified or had vacated office.

**14.10 Directors' Interests**

(a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the *Corporations Act 2001*, as soon as practicable after that Director becomes aware of their interest in the matter.

(b) Directors must complete an annual statement of interest which must be updated from time to time to satisfy the requirements in **clause 14.10(a)**.

(c) Where a Director declares a material personal interest or in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.

(d) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

(e) The Secretary shall maintain a register of declared interests.

**14.11 Minutes**

The Directors must cause minutes of meetings to be made and kept in accordance with the Act.

## 15. VIRTUAL MEETINGS OF THE ASSOCIATION

### 15.1 Virtual Meeting

(a) A General Meeting or a Directors' Meeting may be held by means of a Virtual Meeting, provided that:

(i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors'

(ii) Meeting (as applicable); and

(iii) the meeting is convened and held in accordance with the Act.

(b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with this **clause 15**.

### 15.2 Conduct of Virtual Meeting

The following provisions apply to a Virtual Meeting of the Association:

(a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;

(b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

(c) at the commencement of the meeting each person must be distinguishable to the Chairperson;

(d) a person may not leave a Virtual Meeting by disconnecting his or her telephone, audio-visual, or other communication equipment unless that person has previously notified the Chairperson;

(e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Virtual Meeting unless that person has previously notified the Chairperson of leaving the meeting; and

(f) a minute of proceedings of a Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chairperson.

## 16. GENERAL MANAGER

### 16.1 Appointment of a GM

The Directors may appoint a GM and review their performance in accordance with a GM performance review process adopted by the Board.

### 16.2 Powers, duties, and authorities of a GM

(a) The GM holds office on the terms and conditions (including as to remuneration) and with the powers, duties, and authorities, delegated to them by the Directors.

(b) The exercise of those powers and authorities, and the performance of those duties, by the GM are subject at all times to the control of the Directors.

### 16.3 Suspension and removal of a GM

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the GM from that office.

### 16.4 Delegation by Directors to a GM

The Directors may delegate to the GM the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Association. The delegation will include the power and responsibility to:

(a) develop business plans, budgets, strategies, policies, processes, and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;

(b) manage the financial and other reporting mechanisms of the Association;

(c) approve and incur expenditure subject to specified expenditure limits;

(d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Association; and

(e) any other powers and responsibilities which the Directors consider appropriate to delegate to the GM.

### 16.5 GM to attend meetings

The GM is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Association, all meetings of the Directors and any Committee and may speak on any matter but does not have a vote.

## 17. SECRETARY

The Association must have a secretary.

## 18. COMMITTEES

### 18.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals, and consultants), and may vary or revoke any delegation.

### 18.2 Powers delegated to Committees

(a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.

(b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

### 18.3 Committee meetings

Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

### 18.4 FAR Committee

(a) A FAR Committee should be established by the Directors.

(b) The composition, duties and functions of the FAR Committee should be defined in the FAR Committee terms of reference.

## 19. POLICIES

### 19.1 Making and amending Policies

(a) In addition to policies made under **clause 7.2**, the Directors may from time to time make policies that are:

(i) required to be made under this Constitution; and

(ii) in their opinion, necessary or desirable for the control, administration, and management of the Association's affairs.

The Directors may amend, interpret, repeal, and replace any Policy.

(b) Unless otherwise stated in the Policy any Policy referred to in **clauses 7.2** and **19.1(a)** will take effect 7 days after the service of the Policy on the Member and shall be in force and effect on that date.

### 19.2 Effect of Policies

A Policy:

(a) is subject to this Constitution;

(b) must be consistent with this Constitution; and

(c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

## 20. INSPECTION OF RECORDS

A Member does not have the right to inspect any document of the Association (including registers kept by the Association) except as permitted by the Act and unless the request is made in good faith and for a proper purpose.

## 21. ACCOUNTS

### 21.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will distribute financial statements as required by the Act.

### 21.2 Auditor

Subject to the requirements of the Act, a properly qualified auditor(s) shall be appointed by the Directors and the remuneration of such auditor(s) fixed and duties regulated in accordance with the Act.

## 22. SERVICE OF DOCUMENTS

### 22.1 Document includes notice

In this **clause 22**, document includes a notice.

### 22.2 Methods of service on a Member

The Association may give a document to a Member:

(a) personally;

(b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

(c) by sending it to an email or other electronic address nominated by the Member.

### 22.3 Methods of service on the Association

A Member may give a document to the Association by:

(a) delivering it to the Registered Office;

(b) sending it by post to the Registered Office; or

(c) sending it to an email other electronic address nominated by the Association.

### 22.4 Post

A document sent by post if sent to an address:

(a) in Australia, may be sent by ordinary post; and

(b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fourth business day after the date of its posting.

### 22.5 Electronic transmission

If a document is sent by email or other electronic transmission, delivery of the document is taken to:

(a) be affected by properly addressing and transmitting the email other electronic transmission; and

(b) have been delivered on the business day following its transmission.

## 23. INDEMNITY

### 23.1 Indemnity of officers

(a) This **clause 23** applies to every person who is or has been:

(i) a Director, GM, or Secretary of the Association; and

(ii) another officer, employee, former officer, or former employee of the Association or of its related bodies corporate as the Directors may in each case determine.

Each person referred to in this **clause 23.1(a)** is referred to as an **Indemnified Officer** for the purposes of the rest of **clause 23**.

(b) The Association will indemnify each Indemnified Officer, to the maximum extent permitted by law, against any liability incurred in good faith by the Indemnified Officer in the course of performing his or her duties as an office holder. This indemnity excludes any liability incurred by the Indemnified Officer which arises from any fraudulent, dishonest or wilful act by the Indemnified Officer.

### 23.2 Insurance

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Association or of a related body corporate of the Association including a liability for legal costs, unless:

(a) the Association is forbidden by legislation to pay or agree to pay the premium; or

(b) the contract would, if the Association paid the premium, be made void by legislation.

### 23.3 Deed

The Association may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 23.1** on the terms the Directors think fit (as long as they are consistent with **clause 23**).

## 24. WINDING UP

### 24.1 Liability of Members on winding up

As detailed under Section 52 of the Act, Members are not liable for and are not required to contribute towards any costs, charges and expenses if the Association is wound up whilst they are a Member, or within one year after their membership ceases.

### 24.2 Excess property on winding up

(a) If on the winding up or dissolution of the Association, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:

(i) having objects similar to those of the Association; and

(ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.

(b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has, or acquires, jurisdiction in the matter.

(c) As per Section 52 of the Act, Membership of the Association must not be taken to confer on a person any right, title or interest (whether legal or equitable) in the property of the Association.