

Corporations Act 2001 (Cth)
A Company limited by guarantee

Constitution of Killara Lawn Tennis Club Limited
(ACN 000 031 970)

1. Preliminary

1.1. Replaceable rules

All of the replaceable rules set out in the Act which the Company is entitled to displace, are displaced by the rules set out in this Constitution.

1.2. Definitions

The following expressions in this Constitution have the meaning below:

- (a) *Act* means the *Corporations Act 2001 (Cth)* or any statutory modification, amendment or re-enactment in force and any reference to any section, part or division is to that provision as so modified, amended or enacted;
- (b) *Alternate Director* means a person for the time being holding office as an alternate Director of the Company under **rule 15**;
- (c) *Auditor* means the auditor for the time being of the Company;
- (d) *Board* means the board of Directors of the Company;
- (e) *Club* means Killara Lawn Tennis Club Limited;
- (f) *Company* means Killara Lawn Tennis Club Limited;
- (g) *Constitution* means this constitution of the Company and any supplementary, substituted or amended constitution for the time being in force;
- (h) *Director* means any person formally and lawfully appointed as a director of the Company;
- (i) *Members* means the persons who for the time being are members of the Company and whose names are entered in the Register as members, *Member* means any one of them and *Membership* has a corresponding meaning;

- (j) *Office* means the registered office from time to time of the Company;
- (k) *Register* means the Register of Members of the Company to be kept in accordance with the Act; and
- (l) *Secretary* means any person appointed to perform the duties of a secretary of the Company.

1.3. Interpretation

- (a) Words importing the singular include the plural and vice versa.
- (b) Words importing a gender include any gender.
- (c) Words or expressions defined in the Act have those meanings.
- (d) Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of these rules that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (e) Headings are for convenience only, and do not affect interpretation.
- (f) A reference to:
 - (i) a party includes its administrators, successors, substitutes by novation, and assigns;
 - (ii) any legislation includes legislation varying consolidating or replacing that legislation and includes all regulations or other instruments issued under that legislation;
 - (iii) a person includes a body incorporated or unincorporated, partnership or any legal entity; and
 - (iv) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated.

2. Company

2.1. Company limited by guarantee

The Company is a company limited by guarantee pursuant to the Act.

2.2. Restriction on shares

The Company does not have the power to issue or allot shares or securities of any kind.

2.3. Non-profit

- (a) The income, property, profits and financial surplus of the Company, whenever derived, must be applied solely towards the promotion of the objects of the Company as set out in this Constitution.
- (b) The Company is a non-profit organisation and must not carry on business for the purpose of profit or gain to its Members. Further, no portion of its income, property, profits and financial surplus may be paid, distributed to or transferred, directly, indirectly, by way of dividend, property, bonus or otherwise by way of profit, to the Members, or the Directors, or their relatives, except as provided by this Constitution.
- (c) Nothing in this Constitution prevents:
 - (i) the payment, in good faith, of reasonable and proper remuneration to any officer or employee of the Company, or to any Member or the Board of the Company, in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business;
 - (ii) the payment of interest at the rate not exceeding interest at the minimum rate for the time being charged by the Company's bankers for overdrawn accounts of a similar amount on money borrowed from a Director or a Member; or
 - (iii) payment of reasonable and proper rent for premises let by any Director or Member to the Company.

2.4. No distribution of profits to Members on winding up

- (a) If the Company is wound up or dissolved, the assets and property available for distribution after satisfaction of all debts and liabilities are to be given or transferred to some other institution or institutions:
 - (i) having objects similar to the objects of the Company; and
 - (ii) whose constitution prohibits the distribution of its income and property to an extent at least as great as that imposed by this Constitution.

- (b) The Directors may determine the identity of the institution or institutions for the purpose of **rule 2.4(a)** at the time of dissolution. If the Directors fail to determine the identity of the institution or institutions under this **rule 2.4(b)**, the Supreme Court of New South Wales may make that determination.

3. Guarantee of Members

In the event that the Company is wound up, each Member undertakes to contribute a maximum of \$10 to the Company for payment of:

- (a) the debts and liabilities of the Company;
- (b) the costs, charges and expenses of any winding up; and
- (c) the adjustment of the rights of Members among themselves,

while the Member is a Member or within 1 year after the Member ceases to be a Member.

4. Objects of the Company

The objects for which the Company is established are:

- (a) to promote the game of Tennis and any other athletic sport recreation or pastime;
- (b) to lay out, establish maintain and provide tennis courts and such other recreation grounds as may be considered necessary or desirable for the purposes of the Company;
- (c) to provide a Club House or Club Houses and all other buildings which may be considered necessary or desirable for the purposes of the Company;
- (d) to buy, take on hire, make or provide tennis nets, tennis balls, furniture, utensils, glass, china, plate and any other things commonly or conveniently used in connection with a Tennis Club or any other athletic sport, recreation or pastime;
- (e) to buy, take on, hire or provide such mowers, rollers markers, tools and implements as may be considered necessary for the proper maintenance and care of tennis courts or any other athletic sport, recreation or pastime;
- (f) to buy, make and supply, sell and deal in all kinds of tennis racquets and balls and all other apparatus or material used in connection with lawn tennis and any other athletic sports, recreation or pastime and all kinds of provisions and

refreshments both liquid and solid required or used by the members of the Company or other persons frequenting the premises belonging to the Company;

- (g) to purchase, take on lease or in exchange or otherwise acquire any lands, buildings, easements or other property of any kind whether real or personal which may be required for the purposes of the Company in connection with any of the objects of the Company;
- (h) to sell, dispose of, lease, mortgage or give in exchange any land or other property belonging to the Company for such consideration and upon such terms and conditions as the Company may think fit;
- (i) to hire and employ secretaries, clerks, managers, employees, groundsmen and workmen and to pay to them and to other persons in return for services rendered to the Company salaries wages gratuities and superannuation;
- (j) to promote and hold either alone or jointly with any other association, club or persons tennis meetings, competitions and matches and any other sports or athletic meetings, competitions, matches or tournaments and to offer, give or contribute towards prizes and trophies;
- (k) to establish, promote or assist in establishing or promoting and to subscribe to or become a member of any association or club whose objects are similar or in part similar to the objects of the Company or the establishment or promotion of which may be beneficial to the Company provided that no subscription shall be paid to any such other association or club out of the funds of this Company except bona fide in furtherance of the objects of the Company;
- (l) to acquire and hold a Club licence for the sale of alcoholic and other liquors and carry on the business of restaurant keepers and wine and spirit merchants, and also to acquire and hold such other licences as are appropriate and beneficial to a sporting club;
- (m) to receive on deposit, borrow or raise any sums of money and to secure the repayments of such sums of money and of any moneys which may have already been advanced to the Company upon such security and in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise or other securities of the Company either charged upon all or any of the Company's property both present and future or not so charged or by any mortgage upon or over all or any part of the Company's property both present and future and to purchase redeem or pay off any such securities;

- (n) to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company;
- (o) to invest and deal with the moneys of the Company not immediately required for the purposes of the Company in such manner as the Company may from time to time determine;
- (p) to take up or otherwise acquire and hold shares in any other company having objects wholly or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company;
- (q) to promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly designed to benefit this Company;
- (r) to amalgamate with any other company having objects wholly or in part similar to those of this Company;
- (s) to sell or dispose of the undertaking of this Company or any part of it for such consideration as the Company may think fit and in particular for shares debentures or securities of any other company having objects wholly or in part similar to those of this Company;
- (t) to make, draw, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, debentures or other transferable or negotiable instruments of any description;
- (u) to do all or any of the things authorised by this Memorandum in any part of New South Wales either as principals trustees agents or otherwise and whether alone or in conjunction with or as Trustee or as Agent for any other company, club association or person and either by or through factors, trustees, agents or otherwise;
- (v) generally to do all such other acts and things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

5. Legal scope of the Company's powers

Subject to **rules 2, 3, 4 and 6**, in pursuing the objects of the Company, the Company has, both within Australia and outside Australia, the legal capacity of a natural person and all the powers provided by the Act.

6. Income and property

6.1. Application of income and property

The income and property under the control of the Company must be applied in and towards the promotion and achievement of the objects of the Company as set out in this Constitution, and no portion will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the Members or Directors.

6.2. Travel expenses for Directors

Notwithstanding **rule 6.1**, the Company may pay in good faith reasonable travelling and other expenses properly incurred by any Director of the Company:

- (a) in attending and returning from:
 - (i) meetings of the Directors;
 - (ii) meetings of any committee of the Directors; or
 - (iii) general meetings of the Company,in accordance with any travel guidelines the Board may establish; or
- (b) otherwise in connection with the business of the Company.

7. Membership

7.1. Number of Members

- (a) There must be at least 1 Member.
- (b) The Board may set a limit on the maximum number of Members.

7.2. Admission to Membership

- (a) Such persons who are admitted to Membership of the Company by the Directors will be Members of the Company and will be deemed to be bound by this Constitution.
- (b) Any person becoming a Member of the Company must pay to the Company the then current subscription fee (if any).

7.3. Board may establish categories of Members

The Board may:

- (a) establish different categories of Membership; and
- (b) prescribe the qualifications, rights and privileges subscription fees and entrance fees (if any) of persons to become a Member of a class of Membership.

7.4. Address of Member

- (a) Each Member is required to provide to the Company details of an address in Australia where the Company can send notices.
- (b) If a Member fails to provide an address in accordance with **rule 7.4(a)**, the address of the Member is deemed to be the Office.

7.5. Membership entitlements not transferable

A right, privilege or obligation which a person has by reason of being a Member of the Company:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) subject to the Act and this Constitution, terminates on cessation of the person's Membership.

7.6. Cessation of Membership

A Member ceases to be a Member if they:

- (a) die;
- (b) resign in writing;
- (c) become of unsound mind or become liable to be dealt with in any way under the law relating to mental health or incapacity;
- (d) are convicted of an indictable offence; or
- (e) are expelled as a Member in accordance with this Constitution.

7.7. Expulsion of a Member

- (a) If the Board resolves that:
- (i) a Member has wilfully refused or neglected to comply with this Constitution or the Club Code of Conduct;
 - (ii) a Member has been guilty of conduct unbecoming of a member or behaviour contrary to the interests of the Club; or
 - (iii) it is not in the best interests of the Club for a person to remain as a Member,

that person is automatically expelled as a Member.

- (b) The Board must give notice to a Member of a meeting at which the resolution for the Member's expulsion is proposed:
- (i) setting out the place, date and time of the meeting;
 - (ii) setting out the proposed resolution and the grounds for the proposed expulsion; and
 - (iii) informing the Member that the Member may submit written submissions to the Board before the resolution is put to a vote. The Board shall give due consideration to any such written submission.

7.8. Suspension of a Member

The Board may, at its discretion, suspend the membership of any member not in good standing or otherwise for good cause.

7.9. Non-payment of subscription

If any subscription or other membership fee of a Member remains unpaid, the Member will be debarred from all privileges of membership. The Directors may, if they think fit, reinstate the Member on payment of all arrears.

7.10. Effect of cessation

A Member who ceases to be a Member continues to be liable for:

- (a) any subscription and all arrears due and unpaid at the date of cessation;

- (b) all other moneys due by them to the Company; and
- (c) the guarantee set out in **rule 3**.

8. Rights and obligations of Members

8.1. Amount of fees and subscriptions payable

Annual subscription fees for the various categories of Membership (if any), sponsorship payments and other periodical payments due from Members will be in such amounts and due at such times as the Board determines.

8.2. Variation of rights of Members

The rights attached to any specific category of Membership (if any) may, whether or not the Company is being wound up, be varied only by resolution of the relevant Membership category.

9. Appointment of Officers and Employees

The Board has the power to appoint officers and employees at any time and on such terms as it thinks fits and may, subject to any contract between the Company and such officers and employees, remove the officer or employee at any time.

10. Financial reports and audit

10.1. Company must keep financial records

The Board must cause the Company to keep written financial records that:

- (a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and if required audited,

and must allow a Director and any Auditor to inspect those records at all reasonable times.

10.2. Financial reporting

The Board may cause the Company to prepare a financial report and a Directors' report that comply with the Act and must report to Members in accordance with the Act no later than the deadline set by the Act.

10.3. Audit

The Board may cause the Company's financial report for each financial year to be audited and obtain an auditor's report. The eligibility, appointment, removal, remuneration, rights and duties of the Auditor are regulated by the Act.

10.4. Inspection of financial records and books

A Member who is not a Director does not have any right to inspect any document of the Company except as authorised by the Board or as specified in the Act.

11. General meetings

11.1. Annual General Meetings

An annual general meeting of the Company must be held in accordance with the provisions of the Act.

11.2. Convening of meetings by Directors

A Director may convene a general meeting at any time.

11.3. Convening of meetings by Members

The Directors must call and arrange to hold a general meeting upon the requisition of the Members, if required to do so under the Act.

11.4. Notice of general meeting

- (a) The Secretary must give notice of a general meeting, at least 21 days before the date fixed for the holding of a general meeting.
- (b) A notice of a general meeting may be given by any form of communication permitted by the Act. The notice must specify the place, the day and the hour of meeting and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Act.

- (c) The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

11.5. Quorum at general meetings

- (a) Subject to **rule 11.14**, business may not be transacted at a general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Except as otherwise set out in this Constitution (and, in particular, in **rule 11.14**), ten Members of the Company present in person or by proxy or representative is a quorum.
- (b) If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson, one of the following procedures must be followed:
 - (i) if the meeting was convened on the requisition of Members – it must be dissolved;
 - (ii) if the meeting is convened otherwise – it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Directors.
- (c) If a meeting has been adjourned to another time and place determined by the Directors, not less than 7 days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.
- (d) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

11.6. Appointment of chairperson

- (a) The President is entitled to preside as the chairperson at every general meeting.
- (b) The Captain is entitled to preside as the chairperson at any general meeting if any of the following events occur:
 - (i) the President is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (ii) the President is unwilling or unable to act.

- (c) The Directors present at a general meeting must elect one of their number to chair the meeting in any of the following circumstances:
 - (i) if the President or Captain is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (ii) if the President or Captain is unwilling or unable to act.
- (d) The Members present at a general meeting must elect one of their number to chair the meeting in either of the following circumstances:
 - (i) if there are no Directors present within 15 minutes after the time appointed for the holding of the meeting; or
 - (ii) if all Directors present decline to take the chair.

11.7. Chairperson's powers

Subject to the terms of this Constitution dealing with adjournment of meetings, rulings of the chairperson on all matters relating to the order of business, procedure and conduct of the general meeting are final and no motion of dissent from a ruling of the chairperson may be accepted.

11.8. Adjournment of meetings

- (a) The chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and place.
- (b) The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (d) Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

11.9. Voting on show of hands

- (a) At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.
- (b) If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.10. Demand for a poll

- (a) A poll may be demanded by any of the following:
 - (i) the chairperson;
 - (ii) at least 5 Members entitled to vote on the resolution; or
 - (iii) any Members with at least 5% of the votes that may be cast on the resolution on a poll.
- (b) The demand for a poll may be withdrawn.
- (c) The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- (d) If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- (e) A poll demanded on the election of the chairperson or on a question of adjournment must be taken immediately.

11.11. Voting rights of Members

- (a) Subject to any rights or restrictions for the time being attached to a category or categories of Membership (if any), on a show of hands every Member present or who represents a Member has one vote.

- (b) Subject to any rights or restrictions for the time being attached to a category or categories of Membership (if any), on a poll every Member present in person or by proxy, attorney or representative has one vote.

11.12. Chairperson's vote at general meetings

The chairperson of a general meeting is entitled to a second or casting vote.

11.13. Objections to voter qualification

No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered. An objection to the qualification of a voter must be referred to the chairperson, whose decision is final. A vote not disallowed according to an objection as provided in this Constitution is valid for all purposes.

11.14. Single member companies

If the Company has only 1 Member, that Member may pass a resolution by recording the resolution and signing the record.

12. Proxies and representatives

12.1. Proxies and representatives of Members

At meetings of Members or categories of Members (if any), each Member entitled to vote may vote by a proxy, or by an attorney, and may appoint an individual as its representative. Except as expressly provided by the terms of their appointment, a person attending as a proxy, or as the attorney or representative of a Member has all the powers of a Member, except where expressly stated to the contrary in this Constitution.

12.2. Appointment of proxies

A Member may appoint either 1 or 2 persons as their proxy to attend and vote instead of the Member. A proxy need not be a Member. A document appointing a proxy must be in writing in any form permitted by the Act and signed by the Member making the appointment.

12.3. Authority of proxies

A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document. Except as

expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting.

12.4. Verification of proxies

- (a) Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, all of the following documents must be deposited with the Company:
 - (i) the document appointing the proxy; and
 - (ii) if the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.
- (b) Those documents must be received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting.
- (c) If a general meeting has been adjourned, an appointment and any authority received by the Company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.

12.5. Validity of proxies

A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this Constitution.

12.6. Revocation of appointment of proxy

A vote given in accordance with the terms of a proxy document, power of attorney or otherwise is valid, if no intimation in writing of the revocation of the instrument or of the authority under which the instrument was executed has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the document is used.

13. Directors

13.1. Number of Directors

The Board shall consist of the following Office Bearers and Directors:

- (i) the President;
- (ii) the Captain
- (iii) the Treasurer;
- (iv) the Secretary;
- (v) up to seven other Directors elected by the members; and
- (vi) that at least three of the office Bearers and/or Directors must be women.

13.2. Eligibility

- (a) Each Office Bearer and each Director must be a Member of the Club.
- (b) The President and Club Captain referred to in clause 13.1(i) and 13.1(ii) cannot serve in the same positions for more than 4 consecutive years.

13.3. Assistant Captain and/or Assistant Treasurer

The Directors may appoint an Assistant Captain and/or Assistant Treasurer who need not be a Director.

13.4. Number of Directors

The number of Office Bearers and Directors must not be less than 4 or more than 11.

13.5. Appointment of Office Bearers and Directors

- (a) Subject to **13.5** and this Constitution generally, the Members of the Club shall by resolution at the annual general meeting elect the Office Bearers and Directors.
- (b) Nominations for Office Bearers and Directors must be:
 - (i) made in writing in such form as prescribed by the Board from time to time (if any), signed by two Members of the Club; or
 - (ii) submitted electronically in such form as prescribed by the Board from time to time provided that 2 Members have electronically confirmed the nomination; and
 - (iii) be delivered to the Secretary of the Club at its registered office, or submitted electronically in such manner as prescribed by the Board from time to time not less than 7 days before the date fixed for the annual general meeting.
 - (iv) Displayed on the Club Noticeboard for 1 week prior to the annual general Meeting

- (c) Ballot
 - (i) In the event that there is only one candidate for a position on the Board, that position will be deemed to be elected.
 - (ii) In the event that there are no nominations received to fill a particular position on the Board, further nominations may be received for those positions at the annual general meeting.
 - (iii) In the event that there are more than two candidates for a position, preferential voting shall be used and a ballot shall be held at the annual general meeting. The ballot for election of Office Bearers shall be conducted in such proper manner as the chair may direct. Only Members shall be entitled to vote on the ballot.
 - (iv) A scrutineer shall be appointed by the Board to supervise the conduct of the election and the counting of the ballot by the Secretary of the Club.
- (d) An appointment of a person as an Office Bearer or Director is not effective unless a signed consent to the appointment is provided by that person to the Club. The appointment of a person as a Director will take effect on the later of the date of appointment and the date on which the Club receives the signed consent.

13.6. Terms of office

- (a) Subject to **rule 13.6(c)**, each Office Bearer and Director shall hold office for a 1 year term unless they otherwise cease to be a Director under this Constitution.
- (b) For the avoidance of doubt but subject to **rule** Error! Reference source not found., a retiring Office Bearer or Director is eligible for re-appointment by the Members.
- (c) For the purposes of **rule 13.6(a)**, the period of a year or years shall, where necessary, include the period up to and including the end of the annual general meeting which is most proximate in time to the anniversary of the election or appointment to the position in question.

13.7. Power to co-opt Directors and casual vacancies

- (a) The Board shall have the power to co-opt to the Board a Member of the Club entitled to vote in the event that:

- (i) insufficient Office Bearers or Directors are elected or appointed following an annual general meeting; or
 - (ii) a vacancy arises on the Board.
- (b) If a person is appointed as a Director by the Board, the Members must confirm the appointment at the next annual general meeting. If the appointment is not confirmed, the person ceases to be a Director at the conclusion of the annual general meeting.

13.8. Removal of Director

- (a) The Members may remove and appoint an Office Bearers or Director by resolution at a general meeting.
- (b) At least 2 months' notice must be given to the secretary of the intention to move a resolution to remove or appoint a Director at a general meeting.
- (c) If notice of intention to move a resolution to remove or appoint a Director at a general meeting is received by the Secretary, Directors must be given a copy of the notice as soon as practicable.

13.9. Too few Directors

If the number of Directors is reduced below the minimum required by **rule 13.1**, the continuing Directors may act as the Board only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a meeting of Members; and
- (c) in emergencies.

14. Powers and proceedings of Directors

14.1. Powers of Directors

Subject to this Constitution, the Directors may exercise all those powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Members in general meeting or otherwise.

14.2. Convening of Directors' meetings

A Director may at any time, and a Secretary must on the requisition of a Director, convene a meeting of the Directors. Reasonable notice of the proposed meeting must be given.

14.3. Mode of meeting for Directors

A Directors' meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. The Directors may otherwise regulate their meetings as they think fit.

14.4. Quorum at Directors' meetings

- (a) At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is a majority of the Directors unless another number is determined by the Directors.
- (b) If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to appoint additional Directors to the number necessary for a quorum or to convene a general meeting of the Company.

14.5. Voting at Directors' meetings

Questions arising at a meeting of Directors must be decided by a majority of votes of Directors present and voting. A decision of the majority is for all purposes a decision of the Directors.

14.6. Appointment of chairperson

The President shall be the chairperson of Directors' meetings. If at any meeting the chairperson is not present within 10 minutes after the time appointed for holding the meeting or is unwilling or unable to act, the deputy chairperson will chair the meeting.

14.7. Appointment of deputy chairperson

The Captain shall be the deputy chairperson of Directors' meetings. If neither of the chairperson nor the deputy chairperson is present within 10 minutes after the time appointed for holding the meeting or is unwilling or unable to act the Directors present will elect one of their number to be the chairperson of that meeting.

14.8. Chairperson's vote at Directors meetings

Subject to the Act, in case of an equality of votes on a resolution at a meeting of Directors, the chairperson of that meeting has a casting vote on that resolution in addition to any vote the chairperson has in his capacity as a Director in respect of that resolution.

14.9. Director not in breach if acts in matters relating to Director's interests

- (a) This **rule 14.9** applies if:
- (i) a Director has an interest or duty in relation to a matter that is not a material personal interest; or
 - (ii) a Director with a material personal interest in relation to the Company's affairs:
 - (A) complies with the requirements of the Act in relation to disclosure of the nature and extent of the interest and its relation to the Company's affairs before acting in a matter that relates to the interest; and
 - (B) may be present and vote on the matter under the Act.
- (b) The Director is not in breach of his or her duties to the Company merely because he or she acts in matters that relate to the Director's interest.
- (c) The Director may vote on matters that relate to the Director's interest.
- (d) In relation to any transactions that relate to the Director's interest:
- (i) the transactions may proceed;
 - (ii) the Company cannot avoid the transactions merely because of the Director's interest; and
 - (iii) the Director may retain benefits under the transactions despite the Director's interest.

14.10. Director not in breach if does not act in matters relating to Director's interests

- (a) This **rule 14.10** applies if a Director with a material personal interest in relation to a matter:
 - (i) complies with the requirements of the Act in relation to disclosure of the nature and extent of the interest and its relation to the Company's affairs; but
 - (ii) must not be present and vote on the matter under the Act.
- (b) The Director is not in breach of duty to the Company merely because he or she does not act in relation to the matter.
- (c) The Directors may vote on matters that relate to the Director's interest in the Director's absence.
- (d) In relation to any transactions that relate to the Director's interest:
 - (i) the transactions may proceed;
 - (ii) the Company cannot avoid the transactions merely because of the Director's interest; and
 - (iii) the Director may retain benefits under the transactions despite the Director's interest.

14.11. Execution of instruments

A Director may participate in the execution of an instrument for the Company, regardless of any interest or duty that the Director may have:

- (a) whether or not the Director has complied with the requirements of the Act in relation to disclosure of the nature and extent of the interest and its relation to the Company's affairs; and
- (b) whether or not the Director may be present and vote in relation to the execution of the instrument under the Act.

14.12. Delegation of powers to committee

The Directors may delegate any of their powers to committees consisting of Directors or other persons as they think fit. The exercise of a power by a committee in accordance

with this Constitution is to be treated as the exercise of that power by the Directors. In the exercise of any powers delegated to it, a committee formed by the Directors must conform to the directions of the Directors.

14.13. Executive Committee

There shall be an Executive Committee consisting of the President, the Treasurer, the Captain and Secretary for the purpose of dealing with matters of urgency occurring between board meetings

14.14. Proceedings of committees

Except as provided in a direction of the Directors, the meetings and proceedings of a committee formed by the Directors must be governed by the provisions of this Constitution, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Directors.

14.15. Validity of acts of Directors

All acts done by a meeting of the Directors or of a committee of Directors or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

14.16. Minutes

The Directors must cause minutes of all proceedings of general meetings, of meetings of the Directors and of committees formed by the Directors to be entered in books kept for the purpose. The Directors must cause all minutes to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

14.17. Resolutions in writing

- (a) A resolution in writing signed by more than 50% of the Directors, excluding Directors who have been given leave of absence, is to be treated as a determination of the Directors passed at a meeting of the Directors duly convened and held.
- (b) A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.

- (c) A document generated by electronic means which purports to be a fax of a resolution of Directors is to be treated as a resolution in writing.
- (d) A document bearing a facsimile of a signature is to be treated as signed.

15. Directors' remuneration

15.1. Directors fees

Subject to Rule 6.2 the Directors must not be paid any fees for their services as directors.

16. Rules of the Game of Tennis

- 16.1. The rules of the game of Tennis adopted by the Club are those from time laid down by Tennis New South Wales.

17. Patrons

- 17.1. The Members by ordinary resolution may elect any person or persons to be a Patron or Patrons of the Club for a fixed term not exceeding 3 years.
- 17.2. The immediate past President from time to time of the Club shall be a Patron of the Club entitled to attend but not vote, at Directors meetings. The term of any Patron under this clause shall not exceed 3 years.

18. Indemnity

18.1. Definitions

For the purposes of this Constitution:

- (a) *Officer* means a Director, an alternate Director, a Secretary, an officer as defined by the Act, or the Chief Executive Officer; and
- (b) *Legal Proceedings* means any claim, action, suit or demand, enquiry, Royal Commission or other regulatory investigation, whether civil or criminal, which relates to or arises in connection with the Officer being an officer of the Company or the employment of the Officer with the Company.

18.2. Indemnity

Every Officer and past Officer (with the exception of any auditor) of the Company is hereby indemnified by the Company to the fullest extent permitted by law against a liability incurred by that person as an Officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in participating or being involved in or in defending Legal Proceedings.

18.3. Insurance premiums

The Company may pay the premium on a contract insuring a person who is or has been an Officer of the Company to the fullest extent permitted by law.

18.4. Indemnity to employees

Every employee who is not a Director, Secretary or executive officer of the Company may be indemnified out of the property of the Company against a liability:

- (a) incurred by the employee acting in that capacity; and
- (b) for the costs and expenses incurred by an employee:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the employee or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the employee under the Act.

19. Notices

19.1. Notices by the Company

A notice is properly given by the Company to a person if it is:

- (a) in writing signed on behalf of the Company (by original or printed signature);
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered personally;

- (ii) sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
- (iii) sent by fax to the fax number (if any) nominated by that person; or
- (iv) sent by electronic message to the electronic address (if any) nominated by that person.

19.2. **Overseas Members**

A Member whose registered address is not in Australia may notify the Company in writing of an address in Australia to which notices may be sent.

19.3. **When notice is given**

A notice to a person by the Company is regarded as given and received:

- (a) if it is delivered personally or sent by fax or electronic message:
 - (i) by 5pm (local time in the place of receipt) on a business day – on that day; or
 - (ii) after 5pm (local time in the place of receipt) on a business day, or on a day that is not a business day – on the next business day; and
- (b) if it is sent by mail:
 - (i) within Australia – 3 business days after posting; or
 - (ii) to a place outside Australia – 7 business days after posting.

A certificate in writing signed by a Director or Secretary stating that a notice was sent is conclusive evidence of service.

19.4. **Notices to lost members**

If:

- (a) on 2 or more consecutive occasions a notice served on a Member in accordance with this rule is returned unclaimed or with an indication that the Member is not known at the address to which it was sent; or

(b) the Board believes on other reasonable grounds that a Member is not at the address shown in the Register or notified to the Company under **rule 19.2**,

the Company may give effective notice to that Member by exhibiting the notice at the Company's Office for at least 48 hours. This rule ceases to apply if the Member gives the Company notice of a new address.

20. Amendment to Constitution

This Constitution cannot be amended, varied or replaced without a special resolution of the Members.