

CONSTITUTION

MORNINGTON TENNIS CLUB INCORPORATED (REGISTRATION NO. A0006013F)

26 October 2021

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Constitution of Mornington Tennis Club

1. NAME

The name of the incorporated association is Mornington Tennis Club Incorporated (**Association**).

2. INCORPORATION

Associations shall incorporate under the Act and shall remain incorporated.

3. OBJECTS OF ASSOCIATION

The Association is established solely for these Objects. The Objects of the Association are to:

- (a) provide for the advancement, encouragement, conduct, promotion and administration of the game of Tennis in Victoria;
- (b) affiliate and otherwise liaise with Victorian Tennis Association Incorporated TV and such other bodies as may be desirable, in the pursuit of these Objects;
- (c) use and protect the Intellectual Property;
- (d) pursue through itself or others, such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the Objects;
- (e) further develop the Association and Tennis in Victoria into an organised institution and having regard to these Objects, to foster, regulate, organise, control, conduct and manage tournaments, competitions, displays and other activities;
- (f) promote the health and safety of Members;
- (g) subject to the TA National Policies, act as final arbiter on all matters arising under the jurisdiction of the Association, including disciplinary matters;
- (h) recognise and implement the TA National Policies and such other policies or rules as may be required from time to time;
- (i) protect and advance the name and reputation of Tennis in Victoria;
- (j) represent the interests of its Members and of Tennis generally in any appropriate forum;
- (k) have regard to the public interest in its operations;
- (l) seek and obtain improved facilities for the enjoyment of Tennis; and
- (m) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF ASSOCIATION

Solely for furthering the Objects set out above, the Association has in addition to the powers and functions under the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act*.

5. INTERPRETATION AND DEFINITIONS

5.1 Definitions

In this Constitution, unless the contrary intention appears:

Act means the *Associations Incorporation Reform Act 2012 (Vic)*.

Annual General Meeting or AGM means a meeting of Members convened under **rule 13**.

Appointed Committee Member means a member of the Committee appointed under **rule 19.3**.

Committee of Management (Committee) means the body managing the Association and consisting of the Committee Members under **rule 18.1(a)**.

By-Laws mean any by-laws made by the Committee under **rule 25**.

Constitution means this constitution of the Association as amended from time to time.

Delegate means the person appointed from time to time to act for and on behalf of the Association and to attend, debate and vote at general meetings of TV.

Committee Member means a member of the Committee and includes Elected Committee Members and Appointed Committee Members.

Elected Committee Member means a member of the Committee elected under **rules 19.1** and **19.2**.

Financial Year means the year ending 30 June in each year.

General Meeting means the annual or any special general meeting of the Association convened in accordance with **rule 15**.

Individual Member means a registered member of the Association as defined in the By Laws.

Intellectual Property means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment, images (including photographs, television, videos or films) or service marks (whether registered or registrable) relating to the Association or any championship, competition, series or event or Tennis activity of or conducted, promoted or administered by the Association.

Life Member means an individual appointed as a Life Member under **rule 8.7**.

Member means any person recognised as a member of the Association by the Committee under **rule 8** from time to time.

Objects means the objects of the Association under **rule 2**.

President means the President for the time being of the Association appointed under **rule 18.2(a)**.

Register means the register of Members kept under **rule 10.1**.

Relevant Documents means the records and other documents, however recorded compiled or stored, that relate to the Association and management of the Association and includes membership records, financial statements, financial records, and records and documents relating to transactions, dealings, business or property of the Association.

Seal means the common seal of the Association (if any) and includes any official seal of the Association.

Special Resolution means a resolution passed in accordance with the Act.

State means and includes a State or Territory of Australia.

Sub-Committee means any committee of the The Committee of Management created under **rule 22.4** from time to time.

TA means Tennis Australia Limited.

TA National Policies means the national policies determined, implemented and amended by TA from time to time to apply across the sport of Tennis in Australia including but not limited to, the Member Protection Policy, the Anti-Doping Policy, the Disciplinary Policy and the Code of Behaviour: Tournaments and Weekly Competitions. The TA National Policies are available at <https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies> or such other location as TA and/or TV may advise from time to time.

Tennis means the sport of Tennis.

Tennis Club means a Tennis club which is a member of or otherwise affiliated with TV.

TV means the body recognised by TA as the body administering Tennis in Victoria.

5.2 *Interpretation*

In this Constitution:

- (a) a reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender include the other genders;
- (d) headings are for convenience only and shall not be used for interpretation;
- (e) words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;
- (f) references to persons include natural persons, corporations and bodies politic, and any legal personal representatives, successors and permitted assigns of that person;

- (g) except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act.
- (h) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (i) expressions referring to "writing" shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail; and
- (j) the model rules made under the Act are expressly displaced.

5.3 *Enforceability*

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it cannot be so read down the provision shall be severed to the extent of the invalidity or unenforceability. The remaining provisions of this Constitution and its validity or enforceability shall not be affected by the severance in any other jurisdiction.

6. **STATUS AND COMPLIANCE OF ASSOCIATION**

6.1 *Recognition*

Subject to compliance with this Constitution, the TV constitution and the TA National Policies the Association shall continue to be recognised as a Member of TV and shall administer Tennis in accordance with the Objects.

6.2 *Compliance*

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in Victoria;
- (b) appoint a Delegate annually to represent the Association at general and other meetings of TV;
- (c) nominate such other persons as may be required to be appointed to TV committees from time to time under this Constitution or the TV constitution or otherwise;
- (d) forward to TV a copy of its constituent documents and details of its Committee Members;
- (e) adopt the objects of TV (in whole or in part as are applicable to the Association) and adopt rules which reflect, and which are, to the extent permitted or required by the Act, generally in conformity with the TV constitution;
- (f) apply its property and capacity solely in pursuit of the Objects and Tennis;
- (g) do all that is reasonably necessary to enable the Objects to be achieved;
- (h) act in good faith and loyalty to ensure the maintenance and enhancement of Tennis, its standards, quality and reputation for benefit of the Members and Tennis;

- (i) at all times act on behalf of and in the interests of the Members and Tennis;
- (j) adopt and abide by the TA National Policies; and
- (k) by, adopting the objects of TV, abide by the TV Constitution.

6.3 *Operation of Constitution*

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution, operates to create uniformity in the way in which the Objects and Tennis are to be conducted, promoted, encouraged, advanced and administered;
- (b) to ensure the maintenance and enhancement of Tennis, its standards, quality and reputation for the benefit of the Members and Tennis;
- (c) to not act in a way that is prejudicial to the Association, TV, TA or Tennis;
- (d) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Tennis and its maintenance and enhancement;
- (e) to promote the economic and community services success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects; and
- (f) to act in the interests of Tennis and the Members.

7. **ASSOCIATION'S CONSTITUTION**

7.1 *Constitution of the Association*

The Constitution will clearly reflect the objects of TV and shall generally conform with the TV constitution, subject to the Act, and at least to the extent of:

- (a) the objects of TV;
- (b) the structure and membership categories of TV;
- (c) recognising TV as the peak body for Tennis in Victoria; and
- (d) such other matters as are required to give full effect to the TV constitution;

with such incidental variations as are necessary having regard to the Act.

7.2 *Operation of the TV Constitution*

- (a) The Association will take all steps to ensure its Constitution is in conformity with the TV constitution at least to the extent set out in **rule 7.1** and in respect of those matters set out in **rule 7.1** shall ensure this Constitution is amended in conformity with future amendments made to the TV constitution, subject to any prohibition or inconsistency in the Act.
- (b) As a condition of membership the Association must provide to TV a copy (in such form as is required by TV) of its Constitution and all amendments to this document.

8. MEMBERSHIP OF ASSOCIATION

8.1 *Minimum number of Members*

The Association must have at least five Members.

8.2 *Categories of Member*

The Members of the Association shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to notice of, and to be present and to debate and vote at General Meetings;
- (b) Individual Members:
 - (i) over 18 years of age, who shall have the right to notice of, and to be present, to debate and to vote at General Meetings (Voting Members); and
 - (ii) over 18 years of age, who shall have the right to notice of, and to be present at General Meetings but with no voting rights (Non-Voting Members); and
 - (iii) under 18 years of age, who shall have the right to be present at General Meetings but with no voting rights; and
- (c) any other categories of membership as determined by the Committee and defined in the By-Laws from time to time.

8.3 *Application for Membership*

An application for membership by an individual must be:

- (a) in writing on the form prescribed from time to time by the Association and/or TV, from the applicant and lodged with the Association; and
- (b) accompanied by the appropriate fee, if any.

8.4 *Discretion to Accept or Reject Application*

- (a) The Committee may, acting in the best interests of the Association and in good faith, accept or reject an application whether the applicant has complied with the requirements in **rule 8.3** or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Committee accepts an application, the applicant shall become a Member.
- (c) Membership of the Association shall be deemed to commence upon acceptance of the application. The Register shall be updated accordingly as soon as practicable.
- (d) If the Committee rejects an application (or if TV rejects an application), the Association shall refund any fees forwarded with the application, and the application shall be deemed rejected. No reasons for rejection need be given.
- (e) There is no right of appeal where the Committee rejects an application for membership, whether a new application or a renewal application.

8.5 *Renewal of membership*

- (a) Members must re-apply for membership of the Association annually and in accordance with the timeframes and procedures set down by the Committee from time to time. Members acknowledge and agree that membership renewal is not automatic.
- (b) Upon re-application, a Member must provide details of any change in their personal details, and any other information reasonably required by the Committee.
- (c) The Committee may, acting in the best interests of the Association and in good faith, accept or reject a renewal application whether the applicant has complied with the requirements in **rules 8.5(a)** and **(b)** or not, and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (d) If the Committee rejects an application, the Association shall refund any fees forwarded with the application, and the application shall be deemed rejected by the Association. No reasons for rejection need be given.
- (e) There is no right of appeal where the Committee rejects an application for membership, whether a new application or a renewal application.

8.6 *Membership Transitional Arrangements*

Notwithstanding any other rule of this Constitution, the transitional arrangements in **rule 26** apply to the continuation of membership from the date of adoption of this Constitution.

8.7 *Life Members*

- (a) The Committee may recommend to the AGM that, any natural person who has rendered distinguished service to the Association and Tennis and where such service is deemed to have assisted the advancement of the Association and Tennis, be appointed as a Life Member.
- (b) A resolution of the AGM to confer life membership on the recommendation of the Committee must be a Special Resolution.
- (c) A person may accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the register the person shall be a Life Member.
- (d) A Member's Life Membership may be terminated by resolution of the Association in a General Meeting.

8.8 *Effect of Membership*

- (a) Members acknowledge and agree that:
 - (i) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Regulations;
 - (ii) they shall comply with and observe this Constitution and the Regulations;
 - (iii) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Association;

- (iv) this Constitution and Regulations are necessary and reasonable for promoting the Objects of the Association;
 - (v) they agree to adopt and abide by the TA National Policies;
 - (vi) neither membership of the Association nor this Constitution gives rise to:
 - (A) any proprietary right of Members in, to or over, the Association or its property or assets;
 - (B) any automatic right of a Member to renewal of their membership; or
 - (C) 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; and
 - (vii) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Committee.
- (b) Members may, by virtue of membership of the Association, and subject to this Constitution:
- (i) express in writing or otherwise their views and opinions in any meeting at which they are entitled to participate under this Constitution;
 - (ii) make proposals or submissions to the Committee;
 - (iii) engage and participate in any activity approved, sponsored or recognised by the Association; and
 - (iv) conduct any activity approved by the Association.
- (c) A right, privilege or obligation of a person by reason of their membership of the Association:
- (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

8.9 *Liability of Members*

The liability of the Members of the Association is limited.

9. **SUBSCRIPTIONS AND FEES**

- (a) The subscription and any other fees payable by Members or categories of Members to the Association, the benefits which apply, the time for, and manner of payment, shall be determined by the Committee from time to time and defined in the By-Laws.
- (b) The Committee is empowered to prevent any Member whose subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Association, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Committee exercises its power under this **rule 9(b)**.

10. **REGISTERS**

10.1 *Association to Keep Register of Members*

The Association shall keep and maintain a Register of Members in which shall be entered:

- (a) the full name and address of the Member;
- (b) the category of membership of the Member;
- (c) the date on which the Member became a Member;
- (d) whether the Member has been granted voting rights;
- (e) any other information determined by the Committee; and
- (f) for each former Member, the date of ceasing to be a Member.

10.2 *Changes to Member details*

Members shall provide notice of any change and required details to the Association within one month of such change.

10.3 *Inspection of Register*

Inspection of the Register will only be available as required by the Act and in accordance with **rule 37(b)**.

10.4 *Use of Register*

Subject to confidentiality considerations and privacy laws, the Register may be used by the Association to further the Objects, as the Committee considers appropriate.

10.5 *Right of TV to Register*

The Association shall provide a copy of the Register at a time, and in an acceptable form, to TV, and shall provide regular updates of the Register to TV. The Association agrees that TV may utilise the information contained in the Register and the Register itself to further the objects of TV, subject always to confidentiality considerations and privacy laws.

11. **DISCONTINUANCE OF MEMBERSHIP**

11.1 *Discontinuance by Notice of Resignation*

A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving notice in writing to the Association of resignation or withdrawal.

11.2 *Discontinuance by Breach*

- (a) Membership of the Association may be discontinued by the Committee upon breach of any clause of this Constitution, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the By Laws or any resolution or determination made or passed by the Committee or any duly authorised Committee.

- (b) Membership shall not be discontinued by the Committee under **rule 11.2(a)** without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Committee's view to adequately explain or remedy the breach, that Member's membership shall be discontinued under **rule 11.2(a)** by the Committee giving written notice of the discontinuance.

11.3 *Discontinuance by Failure to Pay Subscription*

- (a) A Member is taken to have resigned if:
 - (i) the Member's subscription is outstanding for more than one month after the date on which the subscription is due and payable; or
 - (ii) where no subscription is payable:
 - (A) the secretary has made a written request to the Member to confirm that he or she wishes to remain a Member; and
 - (B) the Member has not, within one month after receiving that request, confirmed in writing that he or she wishes to remain a Member.
- (b) Any failure by the Association to enforce a resignation under **rule 11.3(a)** does not amount to a waiver by the Association of its rights nor does it mean the resignation is not of effect.
- (c) Should a sufficient explanation be made to the Committee for the failure to pay a subscription or reason for not responding to a request, the Committee may (but is not obliged to) restore membership upon payment of the amount due (if any).

11.4 *Resignation by failure to re-apply*

If a Member has not re-applied for membership with the Association within one month of re-application falling due, that Member's membership will be deemed to have lapsed from that time.

11.5 *Amendment to the Register*

Where a Member resigns under this **rule 11** an entry, recording the date on which the Member ceased to be a Member, shall be recorded in the Register as soon as practicable in accordance with **rule 10.1(f)**.

11.6 *Forfeiture of Rights*

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any equipment or other property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately.

11.7 *Membership may be Reinstated*

Membership which has been discontinued under this **rule 11** may be reinstated at the discretion of the Committee, upon such conditions as it deems appropriate. The Committee is not obliged to reinstate any former Member's membership.

11.8 *Refund of Membership Fees*

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

12. **GRIEVANCES**

12.1 *Grievances*

- (a) The grievance procedure set out in this **rule 12** applies to disputes arising solely in respect of this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Association.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- (c) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- (d) The mediator must be:
 - (i) a person chosen by agreement between the parties; or
 - (ii) in the absence of agreement in the case of a dispute between a Member and:
 - (A) another Member, a person appointed by the Committee; or
 - (B) the Association, a person who is a mediator appointed by TV or TA.
- (e) A Member can be a mediator. The mediator cannot be a Member who is a party to the dispute.
- (f) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (g) The mediator, in conducting the mediation, must:
 - (i) give the parties to the mediation process every opportunity to be heard; and
 - (ii) allow due consideration by all parties of any written statement submitted by any party; and

- (iii) if the matter deals with the proprietary rights or livelihood of the Members involved, ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (h) The mediator must not determine the dispute.
- (i) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.
- (j) A Member who is the subject of a disciplinary procedure must not initiate a grievance procedure in relation to the matter which is the subject of the disciplinary procedure until the disciplinary procedure has been completed.

12.2 *Disciplinary proceedings*

Notwithstanding anything in the Act or this Constitution the disciplinary processes in the TA National Policies apply to and for the Association and its Members. The Association and its Members agree to be bound by the disciplinary processes set out in the TA National Policies.

13. **ANNUAL GENERAL MEETINGS**

13.1 *Annual General Meeting to be Held*

- (a) The Association shall convene and hold an AGM of its Members annually within five months after the end of the Financial Year and in accordance with the Act.
- (b) The AGM shall, subject to the Act and to **rule 13.1(a)**, be convened at a time, date and venue to be determined by the Committee.

13.2 *Business*

In addition to any business required to be transacted at the AGM under the Act, the business of the AGM shall include the following:

- (a) confirmation of minutes from previous AGM and of any special general meeting held since then;
- (b) receive and consider:
 - (i) reports of the Committee;
 - (ii) reports of auditors (if any);
 - (iii) financial statements of the Association; and
 - (iv) any other reports as determined by the Committee,
- (c) election of office bearers (if applicable and in any relevant year);
- (d) confirmation of the appointment and fixing of the remuneration of auditors (if an audit is required under the Act); and
- (e) any other business of which notice is given under this Constitution.

13.3 *Additional Meetings*

The AGM shall be in addition to any other General Meetings that may be held in the same year. Any General Meeting other than an AGM is a special general meeting.

14. **SPECIAL GENERAL MEETINGS**

14.1 *Special General Meetings May be Held*

The Committee may, whenever it thinks fit, convene a Special General Meeting of the Association and, where, but for this clause more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

14.2 *Request for Special General Meetings*

- (a) The Secretary shall on the requisition in writing of [25%] of voting Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Committee does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Committee.

15. **GENERAL MEETINGS**

15.1 *Notice to be Given for General Meetings*

- (a) Notice of every General Meeting shall be given to every Member entitled to receive notice under **rule 8.2**, at the address appearing in the Register kept by the Association. The auditor (if any) and Committee Members shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall be in writing and shall specify the time, date and place of the meeting and shall state the business to be transacted at the meeting. Notice may be given in any form permitted under **rule 31**.
- (c) At least 21 days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting;
 - (ii) any nominations for candidates to be elected to the Committee received in accordance with **rule 19.1**;

- (iii) any notice of motion received from Members under rule 15.2(b); and
- (iv) forms of authority in blank for proxy votes (if proxy votes are permitted).

15.2 *Business of Meeting*

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 30 days' notice in writing of that business to the Association which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

15.3 *Quorum*

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be 15% of voting Members represented personally or by their proxies.

- (a) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:
 - (i) if convened upon the requisition of Members, shall be dissolved; and
 - (ii) in any other case, shall stand adjourned to:
 - (A) the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place; or
 - (B) any date, time and place determined by the chairperson;

and if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting shall lapse.

15.4 *President to Chair*

The President shall, subject to this Constitution, preside as chairperson at every General Meeting except:

- (a) in relation to any election for which the President is a nominee; or
- (b) where a conflict of interest exists.

If the President is not present, or is unwilling or unable to preside, the Members shall appoint one of the Committee Members to preside as chairperson for that meeting only.

15.5 *Chairperson May Adjourn Meeting*

- (a) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

- (b) When a meeting is adjourned for 30 days or more, a notice of the adjourned meeting shall be given as in the case of the original meeting.
- (c) Except as provided in **rule 15.5(b)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

15.6 *Use of technology*

- (a) A Member not physically present at a General Meeting may participate in the meeting by the use of technology that allows that Member and the other Members present at the meeting to clearly and simultaneously communicate with each other.
- (b) A Member participating in a General Meeting as permitted under **rule 15.6(a)** is taken to be present at the meeting and, if the Member (being entitled to vote) votes at the meeting, is taken to have voted in person.

16. **VOTING AT GENERAL MEETINGS**

16.1 *Members entitled to Vote*

Each Member entitled to vote as set out in **rule 8** shall subject to **rule 16.2**, have one vote at General Meetings which, subject to this Constitution, shall be exercised by the Member. The Committee Members shall have the right to attend and debate, but not vote, at General Meetings, unless also an Individual Member entitled to vote.

16.2 *Eligibility to vote*

For a Member to be eligible to vote at a General Meeting the Member must be a Voting Member as defined in the By-Laws and:

- (a) have been a Member at the time notice of the meeting was given under this Constitution; and
- (b) have paid any subscription, fee or other money payable to the Association by the Member; and
- (c) be over 18 years of age.

16.3 *Voting Procedure*

- (a) Subject to this **rule 16**, votes at a General Meeting shall be given in person by those present and entitled to vote.
- (b) Subject to **rule 16.5**, all questions arising at a General Meeting shall be determined on a show of hands.

16.4 *Recording of Determinations*

Unless a poll is demanded under rule 16.4, 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 Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

16.5 *Where Poll Demanded*

A poll may be demanded for any resolution put to the vote of the meeting (before or on the declaration of the result of the show of hands) by:

- (a) the chairperson; or
- (b) a simple majority of Members.

If a poll is duly demanded under this **rule 16.5**, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

16.6 *Casting Vote*

Where voting at General Meetings is equal the motion shall be lost. The chairperson does not have a deliberative vote.

16.7 *Proxy and Postal Voting*

- (a) A member may appoint another member as his or her proxy to vote and speak on his or her behalf at a general meeting other than at a disciplinary appeal meeting.
- (b) The appointment of a proxy must be in writing and signed by the member making the appointment.
- (c) The member appointing the proxy may give specific directions as to how the proxy is to vote on his or her behalf, otherwise the proxy may vote on behalf of the member in any matter as he or she sees fit.
- (d) If the Committee has approved a form for the appointment of a proxy, the member must use that form. Otherwise, the member may use any other form that clearly identifies the person appointed as the member's proxy and that has been signed by the member.
- (e) Notice of a general meeting given to a member under rule 15 must:
 - (i) state that the member may appoint another member as a proxy for the meeting; and
 - (ii) include a copy of any form that the Committee has approved for the appointment of a proxy.
 - (iii) A form appointing a proxy must be given to the Chairperson of the meeting before or at the commencement of the meeting.
 - (iv) A form appointing a proxy sent by post or electronically is of no effect unless it is received by the Association no later than 24 hours before the commencement of the meeting.

17. **MINUTES OF GENERAL MEETINGS**

- (a) The Committee must ensure that minutes are taken and kept of each General Meeting.

- (b) The minutes must record:
 - (i) the business considered at the meeting;
 - (ii) any resolution on which a vote is taken and the result of the vote; and
 - (iii) the names of persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
 - (i) any reports or financial statements submitted to the members at the Annual General Meeting; and
 - (ii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

18. COMMITTEE

18.1 Powers of Committee

- (a) The affairs of the Association shall be managed by the Committee constituted under **rule 18.2**.
- (b) Subject to this Constitution and the Act, the Committee:
 - (i) shall control and manage the business and affairs of the Association;
 - (ii) may exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
 - (iii) has power to perform all such acts and things as appear to the Committee to be essential for the proper management of the business and affairs of the Association.

18.2 Composition of Committee

The Committee shall comprise:

- (a) the President;
- (b) the Vice President;
- (c) the Secretary;
- (d) the Treasurer; and
- (e) five Elected General Committee Members; who must all be Individual Members (over the age of 18 years of age) and who shall be elected under **rule 19**; and
- (f) up to two Appointed Committee Members (**as appointed under rule 19.3**).

18.3 Portfolios

- (a) The position of President, Vice President, Secretary and Treasurer shall be appointed by the Committee annually from amongst its number.

- (b) Subject to **rule 18.7** Committee Members may be re-appointed as President, Secretary or Treasurer.
- (c) If the Committee considers it appropriate, in order to further the Objects, it may allocate Committee Members to specific portfolios, with specific responsibilities, as determined at the discretion of the Committee.
- (d) Appointments under this **rule 18.3** shall be conducted by such means as is prescribed by the Committee.

18.4 Right to Co-Opt

It is expressly acknowledged that the Committee may co-opt any person with appropriate experience or expertise to assist the Committee in respect of such matters and on such terms as the Committee thinks fit. Any person so co-opted shall not be a Committee Member, and shall not exercise the rights of a Committee Member, but shall act in an advisory role only.

18.5 Appointment of Delegate

- (a) The Committee shall, from amongst its members, appoint a Delegate to attend general and other meetings of TV for such term as the Committee determines, and otherwise in accordance with the TV Constitution.
- (b) The Association must advise TV in writing of its Delegate.

18.6 Transitional Arrangements

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at **rule 26(b)** shall apply from the date of adoption of this Constitution.

18.7 Term of Office of Committee Members

- (a) Committee Members shall be elected or appointed in accordance with this Constitution annually, and subject to this Constitution, shall hold office:
 - (i) if an Elected Committee Member, from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the next following Annual General Meeting; or
 - (ii) if an Appointed Committee Member from the conclusion of one year from the date of their appointment.
- (b) Committee Members may be re-elected or re-appointed but can not serve as a Committee Member for more than nine consecutive years.

19. ELECTION AND APPOINTMENT OF COMMITTEE MEMBERS

19.1 Nominations of Elected Committee Member Candidates

- (a) The Association shall call for nominations for candidates to be elected as Elected Committee Members to the Committee not less than 42 days prior to the Annual General Meeting. When calling for nominations the Association shall also provide details of the necessary qualifications and job description for the positions (if any).

Qualifications and job descriptions shall be as determined by the Committee from time to time.

- (b) Candidates must:
- (i) be Individual Members;
 - (ii) be aged 18 years or over; and
 - (iii) reside in Australia; but
 - (iv) not also be an employed or contracted coach of, or in, the Association.
- (c) Nominations of candidates for election as Elected Committee Members shall be:
- (i) made in writing, signed by two Members and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
 - (ii) delivered to the Association not less than 30 days before the date fixed for the holding of the Annual General Meeting.

The Association shall send the nominations to the Members entitled to receive notice under **rule 15.1**.

- (d) If insufficient nominations are received to fill all available vacancies on the Committee:
- (i) the candidates nominated shall, subject to **rule 19.1(g)** and to declaration by the chairperson, be deemed to be elected; and
 - (ii) the remaining positions will be deemed casual vacancies under rule 20.3.
- (e) If the number of nominations received for particular offices is equal to the relevant vacancies to be filled, the persons nominated shall, subject to **rule 19.1(g)** and declaration by the chairperson, be deemed to be elected to the relevant office.
- (f) If the number of nominations for particular offices exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Committee.
- (g) If the number of nominations received for particular offices is less than or equal to the relevant vacancies to be filled, the Members may still demand an election to elect nominees to office and if an election is so demanded that person must be elected under **rule 19.2** by a majority of voting Members present and voting.

19.2 *Voting procedures*

Elections shall be conducted by secret ballot and otherwise by such means as is prescribed by the Committee.

19.3 *Appointed Committee Members*

- (a) The Committee may appoint up to 2 Appointed Committee Members.

- (b) The Appointed Committee Members shall have such skills which compliment the Committee composition and the strategic direction of the Association, but need not have experience in or exposure to Tennis. An Appointed Committee Member does not need to be a Member.
- (c) The Committee shall give due consideration to gender equity when considering and determining appointments of Independent Committee Members.

20. VACANCY ON THE COMMITTEE

20.1 *Grounds for Termination of Committee Member*

The office of a Committee Member becomes vacant if the Committee Member:

- (a) ceases to be a Member;
- (b) dies;
- (c) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (e) resigns their office in writing to the Association;
- (f) is absent from meetings of the Committee held during a period of three months without having previously obtained leave of absence under **rule 21.5** or provided reasonable excuse for such absence;
- (g) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Association;
- (h) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of their interest;
- (i) is removed from office in accordance with this Constitution;
- (j) has been expelled or suspended from membership (without further recourse under this Constitution, the TV constitution or the TA National Policies); or
- (k) would otherwise be prohibited from being a Committee Member of a corporation under the *Corporations Act*.

20.2 *Removal of Committee Member*

- (a) The Association in a General Meeting may by Special Resolution remove any Committee Member, before the expiration of their term of office and appoint another eligible person in their place to hold office until the expiration of the term of the first mentioned Committee Member.
- (b) Where the Committee to whom a proposed resolution referred to in **rule 20.2(a)** makes representations in writing to the President and requests that such representations be notified to the Members, the President may send a copy of the representations to each Member or, if they are not so sent, the Committee Member

may require that they be read out at the meeting, and the representations shall be so read.

20.3 *Casual Vacancy*

In the event of a casual vacancy in the office of any Committee Member, the Committee may appoint an eligible person to the vacant office and the person so appointed may continue in office up to the conclusion of the next Annual General Meeting regardless of the expirations of the previous appointee's term of office.

21. **QUORUM AND PROCEDURE AT COMMITTEE MEETINGS**

21.1 *Convening a Committee Meeting*

- (a) The Committee shall meet as often as is deemed necessary for the dispatch of business. Subject to this Constitution the Committee may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Unless all Committee Members agree to hold a meeting at shorter notice either by agreement that is sufficiently evidenced in writing or by their presence, or in accordance with **rule 21.2**, not less than seven days' written notice of Committee meeting shall be given to each Committee Member.
- (c) Written notice of each Committee meeting, specifying the general nature of the time, date and place of the Committee meeting and the business to be transacted, shall be served on each Committee Member by:
 - (i) delivering it to that Committee Member personally;
 - (ii) sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched);

in accordance with the Committee Member's last notified contact details.
- (d) Notice may be given of more than one Committee meeting at the same time.

21.2 *Urgent Committee Meetings*

- (a) In cases of urgency, a meeting can be held without notice being given in accordance with **rule 21.1** provided that as much notice as practicable is given to each Committee Member by the quickest means practicable.
- (b) Any resolution made at an urgent Committee meeting must be passed by an absolute majority of the Committee.

21.3 *Quorum*

- (a) At meetings of the Committee the number of Committee Members whose presence is required to constitute a quorum is a majority of the Committee Members (so half the Committee plus one).
- (b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting

shall stand adjourned to the same place and at the same hour of the same day in the following week, or any date, time and place determined by the President.

- (c) The Committee may act notwithstanding any casual vacancy. However, if there are casual vacancies in the office of a Committee Member such that the number of remaining Committee Members is not sufficient to constitute a quorum at a meeting of the Committee, those Committee Members may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute such a quorum.

21.4 *Procedures at Committee meetings*

- (a) At meetings of the Committee, the President shall chair the meeting. If the President is absent or unwilling to act, the Vice President will chair the meeting. Should the Vice President be absent or unwilling to act, the Committee shall appoint one of its members to chair the meeting.
- (b) Questions arising at any meeting of the Committee shall be determined on a show of hands, or if demanded by a Committee Member, by a poll taken in such manner as the person presiding at the meeting may determine.
- (c) Questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee Members shall be deemed a determination of the Committee. All Committee Members shall have one vote on any question. The chairman may exercise a casting vote where voting is equal.
- (d) Voting by proxy at Committee meetings is not permitted.
- (e) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all the voting Committee Members, shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee Members.
- (f) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee Members may be held where one or more of the Committee Members is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee;
 - (iii) in the event that a failure in communications prevents **rule 21.4(f)(i)** from being satisfied by that number of Committee Members which constitutes a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held then the meeting shall be suspended until **rule 21.4(f)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and

- (iv) any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Committee Member is there present and if no Committee Member is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

21.5 *Leave of absence*

- (a) The Committee may grant a Committee Member leave of absence from Committee meetings for a period not exceeding three months.
- (b) The Committee must not grant leave of absence retrospectively unless it is satisfied that it was not feasible for the Committee Member to seek the leave in advance.

21.6 *Material Personal Interests*

- (a) A Committee Member who has a material personal interest in a matter being considered at a Committee meeting must disclose the nature and extent of that interest to the Committee.
- (b) A Committee Member with such a material personal interest must not:
 - (i) be present while the matter is being considered at the meeting; and
 - (ii) must not vote on the matter.
- (c) This **rule 21.6** does not apply to a material personal interest that:
 - (i) exists only because the Committee Member belongs to a class of persons for whose benefit the Association is established; or
 - (ii) that the Committee Member has in common with all, or a substantial proportion of the Members.
- (d) A general notice that a Committee Member is to be regarded as having a material personal interest in a matter being considered is sufficient declaration for such Committee Member and the said matter. After such general notice, it is not necessary for such Committee Member to give a special notice relating to the said matter.
- (e) It is the duty of the Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Committee Member in accordance with this **rule 21.6**.
- (f) If a Committee Member is unsure whether they have a material personal interest they must raise the issue with the Committee who will consider and determine whether the Committee Member has a material personal interest or not. If the Committee so determines this **rule 21.6** will apply.

21.7 *Financial Interest*

- (a) A Committee Member is disqualified from:

- (i) holding any place of profit or position of employment in the Association, or in any company or incorporated association in which the Association is a shareholder or otherwise interested; or
- (ii) contracting with the Association either as vendor, purchaser or otherwise;

except with express approval of the Committee. Notwithstanding this rule a coach that is employed or contracted by the Association is not eligible to be a Committee Member.

- (b) Any contract or arrangement in which any Committee Member is in any way interested which is entered into by or on behalf of the Association without the express resolution of approval of the Committee, will be voided for such reason.
- (c) The nature of the financial interest of such Committee Member must be declared by the Committee Member at the meeting of the Committee at which the contract or arrangement is first taken into consideration if the interest then exists, or in any other case at the first meeting of the Committee after the acquisition of the interest.
- (d) A general notice that a Committee Member is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **rule 21.7(c)** for such Committee Member and the said transactions. After such general notice, it is not necessary for such Committee Member to give a special notice relating to any particular transaction with that firm or company.
- (e) It is the duty of the Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Committee Member in accordance with **rule 21.7**.

21.8 *Conflicts*

A Committee Member, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the Committee Member is interested. If the Committee Member votes, the vote shall not be counted.

22. **DELEGATED POWERS**

22.1 *Committee May Delegate Functions*

- (a) The Committee may, by instrument in writing, create, establish or appoint from amongst its own members, or otherwise, special committees, sub-committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Committee determines.
- (b) The Committee may in the establishing instrument delegate such functions as are specified in the instrument, other than:
 - (i) this power of delegation; and
 - (ii) a function imposed on the Committee by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

- (c) At any time the Committee may by instrument in writing, revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

22.2 *Exercise of Delegated Functions*

- (a) A function, the exercise of which has been delegated under this clause, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.
- (b) A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

22.3 *Procedure*

- (a) The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment required due to the nature of the delegation, be the same as that applicable to meetings of the Committee under **clause 21**. This includes those rules governing conflicts of interest.
- (b) The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Committee with details of all material decisions.
- (c) The entity shall also provide any other reports, minutes and information required by the Committee.

22.4 *Sub Committees*

- (a) As set out in **rule 22.1**, the Committee may establish and delegate any of its functions, powers or duties (except this power to delegate) to such sub committees as it thinks fit. The Committee may recall or revoke any such delegation or appointment and may amend or repeal any decision made by such sub committee.
- (b) The Committee may establish an unrestricted number of Sub Committees.
- (c) The Committee shall determine in writing the duties and powers afforded to any sub committee and the sub committee shall, in the exercise of such delegated powers, conform to any directions or By Laws that may be prescribed by the Committee.
- (d) A Committee Member shall be an ex-officio member of any sub committee so appointed.

23. **DUTIES**

23.1 *General Duties*

- (a) As soon as practicable after being elected or appointed to the Committee, each Committee Member must become familiar with this Constitution and the Act.
- (b) The Committee is collectively responsible for ensuring that the Association complies with the Act and that individual Committee Members comply with this Constitution.

- (c) In addition to any duties imposed by this Constitution, a Committee Member must perform any other duties imposed from time to time by resolution at a General Meeting.
- (d) The Committee must ensure that the Association complies with all requirements in the Act regarding financial statements.

23.2 *Secretary*

- (a) The person elected as Secretary under **rule 19** will act as the Association's secretary under the Act
- (b) The Secretary must give the registrar under the Act notice of their election within 14 days after the election.
- (c) If the position of Secretary becomes vacant, the Committee must appoint a person to the position within 14 days after the vacancy arises.
- (d) The Secretary must perform any duty or function required under the Act to be performed by the secretary of an incorporated association.
- (e) The Secretary must:
 - (i) maintain the register of members in accordance with **rule 10**; and
 - (ii) keep custody of the common seal (if any) of the Association and all books, documents and securities of the Association in accordance with **rules 27** and **32**;
 - (iii) subject to the Act and this Constitution, provide Members with access to the register of Members, the minutes of General Meetings and other books and documents; and
 - (iv) perform any other duty or function imposed on the Secretary by this Constitution.

23.3 *Financial Duties*

- (a) The Committee must:
 - (i) receive all moneys paid to or received by the Association and issue receipts for those moneys in the name of the Association;
 - (ii) ensure that all moneys received are paid into the account of the Association within 5 working days after receipt;
 - (iii) make any payments authorised by the Association or by a General Meeting of the Association from the Association's funds;
 - (iv) ensure that the financial records of the Association are kept in accordance with the Act;
 - (v) coordinate the preparation of the financial statements of the Association and their submission to the Annual General Meeting of the Association;

- (vi) ensure that at least two Committee Members have access to the accounts and financial records of the Association; and
- (vii) keep in their custody or under their control:
 - (A) the financial records for the current financial year; and
 - (B) any other financial records as authorised by the Committee.
- (b) In addition to the Treasurer elected under **rule 19** the Committee may allocate responsibility for the financial duties described at rule 23.3(a) to a portfolio or Committee Member in accordance with **rule 18.3(c)**.

24. MINUTES OF COMMITTEE MEETINGS

- (a) The Committee must ensure that minutes are taken and kept of each Committee meeting.
- (b) As a minimum, the minutes must record:
 - (i) the business considered at the meeting;
 - (ii) any resolution on which a vote is taken and the result of the vote; and
 - (iii) any interest declared under rules 21.6 or 21.7.

25. BY LAWS

25.1 *Committee to Formulate By-Laws*

The Committee may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Association, the advancement of the Objects and Tennis as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, the TV constitution and the TA National Policies. If any By-Laws are inconsistent with the TV constitution or the TA National Policies the By-Laws shall be null and void and will be inapplicable.

25.2 *By Laws Binding*

All By-Laws made under this clause shall be binding on the Association and Members of the Association.

25.3 *Transitional Arrangements*

Notwithstanding any other rule of this Constitution, the transitional arrangements set out at **rule 26(c)** shall apply from the date of adoption of this Constitution.

25.4 *Notices Binding on Members*

Amendments, alterations, interpretations or other changes to ByLaws shall be advised to Members by means of notices approved and issued by the Committee.

26. TRANSITIONAL ARRANGEMENTS

- (a) Notwithstanding any other rule of this Constitution, the transitional arrangements set out in this **rule 26** shall apply from the date of adoption of this Constitution.
- (b) The members of the governing or managing body (by whatever name it is called) of the Association in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next AGM following such approval, and thereafter the positions of Committee Members shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (c) At the first AGM following adoption of this constitution all committee positions shall be up for a term of one year.
- (d) All clauses, rules, By Laws and regulations of the Association in force at the date of the approval of this Constitution insofar as such clauses, rules, By Laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By Laws under **rule 25**.
- (e) All individuals who are, prior to the approval of this Constitution, Members of the Association shall be deemed Members of the Association (in the relevant category) from the time of approval of this Constitution under the Act. All such Members shall provide the Association with such details as may be required by the Association under this Constitution within one month of the approval of this Constitution under the Act.

27. FUNDS, RECORDS AND ACCOUNTS

27.1 Sources of Funds

Subject always to this Constitution the Committee will determine:

- (a) the sources from which the funds of the Association are to be, or may be, derived; and
- (b) the manner in which such funds are to be managed.

27.2 Management of funds

- (a) The Association must open an account with a financial institution from which all expenditure of the Association is made and into which all of the Association's revenue is deposited.
- (b) The Committee may authorise one or more Committee Members to expend funds on behalf of the Association up to a specified limit without requiring approval from the Committee for each item on which the funds are expended. This may be as a part of a designated portfolio in accordance with **rule 18.3(c)**.
- (c) All funds of the Association must be deposited into the financial account of the Association no later than five working days after the receipt.
- (d) With the approval of the Committee, one Committee Member may maintain a cash float provided that all money paid from or paid into the float is accurately recorded at the time of the transaction. This may be as a part of a designated portfolio in accordance with **rule 18.3(c)**.

27.3 *Association to Keep Records*

- (a) The Association shall establish and maintain, in accordance with the Act and this Constitution, proper accounting and other records and minutes concerning all transactions, business, meetings and dealings of the Association and the Committee. These records and minutes shall be produced as appropriate at each Committee or General Meeting.
- (b) All records and minutes kept in accordance with **rule 27.3(a)** shall be kept in the care and control of the Committee.

27.4 *Committee to Submit Accounts*

The Committee shall submit to the Members at the AGM the statements of account of the Association in accordance with this Constitution and the Act.

27.5 *Accounts Conclusive*

The statements of account when approved or adopted by an AGM shall be conclusive except as regards any error discovered in them within three months after such approval or adoption.

27.6 *Accounts to Members*

The Committee shall cause to be sent or provided to all persons entitled to receive notice of the AGM under this Constitution, a copy of the statements of account, the Committee's report, the auditor's report (if any) and any other document required under the Act.

28. **APPLICATION OF INCOME**

- (a) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- (b) No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.
- (c) Nothing in this **rule 28** shall preclude payment to a Member in good faith for expenses incurred or services rendered, including, but not limited to:
 - (i) any services actually rendered to the Association whether as an employee or otherwise;
 - (ii) goods supplied to the Association in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Association; or
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Association;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

29. NEGOTIABLE INSTRUMENTS

Subject to this Constitution, all cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Committee Members or in such other manner as the Committee determines.

30. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed, and the remuneration of such auditor or auditors fixed by the Committee. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct.
- (b) The accounts of the Association shall be examined (reviewed or audited) as directed by the Committee and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.
- (c) Whilst a tier one or two organisation, the Committee must direct an auditor to conduct a full audit at least once every two years.

31. SERVICE OF NOTICES

- (a) Notices may be given to any person entitled under this Constitution to receive any notice by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected at the time the letter would have been delivered in the ordinary course of post.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon sending, unless a report advising the electronic mail message was not sent is received by the sender.

32. REGISTERED ADDRESS

The registered address of the Association is:

- (a) the address determined from time to time by resolution of the Committee; or
- (b) if the Committee has not determined an address to be the registered address, the postal address of the secretary.

33. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution in accordance with the Act, and in compliance with all other procedures under the Act (if any).

34. INDEMNITY

- (a) Every Committee Member, officer, auditor, manager, employee or agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by him/her in their capacity as Committee Member, officer, auditor, manager, employee or agent in defending any proceedings, whether investigatory, civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to them by the Court.
- (b) The Association shall indemnify its Committee Members, officers, managers and employees against all damages and costs (including legal costs) for which any such Committee Member, officer, manager or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct in the case of:
 - (i) a Committee Member or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
 - (ii) an employee, performed or made in the course of, and within the scope of their employment by the Association.
- (c) The Association may in its discretion pay any costs in advance.

35. DISSOLUTION

- (a) The Association may be wound up voluntarily by Special Resolution.
- (b) If the Association is wound up, the liability of the Members shall be limited to any outstanding monies due and payable to the Association, including the amount of the subscription payable in respect of the current Financial Year. No other amount is payable by the Member.
- (c) If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any surplus assets or property then such surplus assets or property shall not be paid to or distributed amongst the Members but shall be given or transferred to such organisation(s):
 - (i) having objects similar to the Objects; and
 - (ii) which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution.

Such organisations(s) will be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria or other Court as may have or acquire jurisdiction in the matter.

36. CUSTODY OF BOOKS AND OTHER DOCUMENTS

- (a) Except as otherwise provided in this Constitution, the Committee shall keep in its custody or control all books, minutes, documents and securities of the Association.
- (b) If requested by a Member, the Committee must permit such Member to inspect:

- (i) the rules of the Association;
- (ii) the minutes of each General Meeting.

Such request and inspection by a Member must be made in good faith and for a proper purpose.

- (c) Upon written request and payment of a fee determined by the Committee from time to time, a Member may obtain a copy of the documents listed at **rule 36(b)**.
- (d) If requested by a Member and subject to the Act and the Committee determining that the Member's request is in good faith and for a proper purpose, the Committee may permit such Member to inspect the register of members.
- (e) Subject to the Act and **rules 36(b)** and **36(d)**, no Member is entitled to inspect the financial records, accounts, books, securities, minutes of Committee meetings or other Relevant Documents of the Association, unless authorised in writing by the Committee. Before granting such authority under this **rule 37(e)** the Committee must be satisfied that such inspection is in good faith and for a proper purpose.