

Constitution

Ulverstone Rowing Club

INCORPORATED

Date: 02/05/2021

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1. NAME OF THE ASSOCIATION

- 1.1. The name of the association is Ulverstone Rowing Club Incorporated.

2. DEFINITIONS AND INTERPRETATIONS

2.1. Definitions

In this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Act 1964 (Tas)*.

Adult Member means a natural person who satisfies the relevant membership criteria and who has attained the age of 18 years of age.

AGM or Annual General Meeting means the annual General Meeting of the Club required to be held by the Club in each calendar year.

Appointed Director means director appointed under [clause 15](#).

Board or Directors means all or some of the Directors of the Club acting as a board.

By-Law means a By-Law made under [clauses 8](#) and/or [22](#).

Club means Ulverstone Rowing Club Incorporated.

Committee means a committee established by the Board under [clause 21](#).

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

Director means a director of the Club and includes Elected Directors and Appointed Directors and has the same meaning, power and duties as a member of a Committee defined under the Act.

Elected Director means a Director of the association elected under [clause 14](#).

Financial Year means the year commencing June 1st and ending May 31st in any year.

General Meeting means a general meeting of Members.

Incapacitated means unable to fulfil duties as required by this Constitution or the Act, including being able to:

- (a) understand the information relevant to the decisions that will have to be made in the role of Director;
- (b) retain that information to the extent necessary to make those decisions;
- (c) use or weigh that information as part of the decision making process; or
- (d) communicate the decisions in some way.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer

software, images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club.

Life Member means a Member admitted to Life membership of the Club under [clause 6.4](#).

Junior Member means a natural person who satisfies the relevant membership criteria and who is under 18 years of age.

Member means a member of the Club under [clause 6](#).

Objects mean the objects of the Club in [clause 3.1](#).

Public Officer means a person appointed as public officer under [clause 20](#).

Rowing Tasmania means Rowing Tasmania Incorporated, The recognised State Sporting Organisation for the sport of Rowing in Tasmania.

Rowing Tasmania constitution means the constitution and includes any **Rowing Tasmania** by-laws in force from time to time.

Simple Majority means a majority of votes cast.

Special General Meeting means a General Meeting other than an Annual General Meeting.

Special Resolution means a resolution passed by a majority of 75% of votes exercisable by Members present and entitled to vote at the relevant General Meeting in accordance with this Constitution and/or the Act.

Sport means rowing as recognised by FISA from time to time.

Voting Member means those Members of the Association entitled to vote in General Meeting.

2.2. Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;

- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or Territory or the Commonwealth or otherwise;
- (i) **(include)** the words **include**, **includes**, **including** and **for example** are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Territory or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

2.3. The Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (b) The model rules created under the Act are expressly excluded, modified and displaced by this Constitution and accordingly do not apply to the Club.

2.4. Amendment of Constitution

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution.

3. OBJECTS AND POWERS

3.1. Objects

The Objects of the Club shall be to:

- (a) Carry out the functions of a sporting club for the sport of rowing in Tasmania, including working cooperatively with Rowing Tasmania as the state sporting organisation for the sport of rowing in Tasmania
- (b) Conduct, encourage, promote, advance and administer the Sport throughout the Local area;
- (c) Act, at all times, on behalf of and in the interest of the Members and the Sport in the Local area;
- (d) Affiliate and otherwise liaise with Rowing Tasmania and/or Rowing Australia of which the Club is a Member and adopt their rule and policy frameworks to further these Objects;

- (e) abide by, promulgate, enforce and secure uniformity in the application of the rules of the rowing as may be determined from time to time by NSO and as may be necessary for the management and control of the rowing and related activities in Tasmania;
- (f) advance the operations and activities of the Club throughout the local area;
- (g) maintain and enhance standards, quality and reputation of rowing for the collective and mutual benefit and interests of members and rowing;
- (h) encourage and promote widespread participation in the sport to enhance opportunities for every participant to reach levels appropriate to their ability and aspiration;
- (i) have regard to the public interest in its operations; and
- (j) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

3.2. Rowing Tasmania

Subject to any applicable law, the Club will:

- (a) Comply with, and do everything within its power to encourage compliance with, the Rowing Tasmania Constitution, Statutes and Regulations; and
- (b) represent the local areas interest in, and co-operate with, Rowing Tasmania in all matters relating to the organisation of state rowing competitions, the club's own competitions and rowing in general.

3.3. Powers

- (a) Solely for furthering the Objects, the Club, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.
- (b) The rules of the club as determined by the by-laws, policies, rules and regulations as determined by the board must be consistent with Rowing Tasmania's constitution, Rowing Tasmania's regulations and Sport Australia's Good Governance Framework save for appropriate variations for Tasmanian circumstances and conditions.

4. INCOME AND PROPERTY OF THE CLUB

4.1. Sole Purpose

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

4.2. Payments to Members

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

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Club; or
- (b) remuneration that constitutes a re-imbursement for out of pocket expenses for any of the objects of the purpose of the club; or
- (c) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (d) of reasonable rent for premises let by them to the Club.

5. ROWING TASMANIA MEMBERSHIP OBLIGATIONS

5.1. Rowing Tasmania Recognition

- (a) Rowing Tasmania recognises the Club as a member of Rowing Tasmania, responsible for ensuring the efficient administration of rowing in a local area.
- (b) Ulverstone Rowing Club recognises its obligations as a member of Rowing Tasmania to act in accordance with the Rowing Tasmania Constitution, Strategic Plan, and any by-laws and rules promulgated by Rowing Tasmania.

5.2. Constitution of the Club

- (a) The Club shall take all steps necessary to ensure this Constitution (and any amendments) aligns with the Rowing Tasmania constitution, subject to any prohibition or inconsistency in any relevant legislation.
- (b) The Club acknowledges that Rowing Tasmania may develop and implement by-laws which may set out:
 - (i) the membership criteria (of Rowing Tasmania) to be met by the Club; and
 - (ii) the privileges and benefits of membership of Rowing Tasmania.
- (c) The Club acknowledges that neither membership of Rowing Tasmania nor anything in the Rowing Tasmania constitution gives rise to any proprietary right of the Club in, to or over Rowing Tasmania.

6. MEMBERSHIP

6.1. Categories of Members

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

- (a) **Adult Members**, who subject to this constitution, shall receive notice of, have the right to attend, debate and vote, at General Meetings;
- (b) **Junior Members**, who subject to this constitution, shall have the right to receive notice of have the right to attend, debate but not vote, at General Meetings.
- (c) **Honorary**, who subject to this constitution, shall receive notice, have the right to attend and debate but not vote at general meetings
- (d) **Life Members**, who subject to this constitution, shall receive notice, have the right to attend, debate and vote at General Meetings
- (e) such new or other categories of Members as may be established by the Directors. Any new category of Member established by the Directors must not be granted voting rights without the approval of the Club in General Meeting.

6.2. Admission to membership

Subject to clause 6.3 a person will become a Member, and their name recorded in the register of Members kept by the Club, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and/or the By-Laws and provided the person has signed a written application in which they undertake to:

- (a) be bound by this Constitution and the By-Laws of the Club (including By-Laws specific to the relevant category of membership) and the Rowing Tasmania Constitution;
- (b) pay the fees and subscriptions determined to apply to the relevant membership category under clause 9;
- (c) support the Club in the encouragement and promotion of the Objects; and
- (d) Unless the name of a person is recorded in the register of members that person shall not:
 - (i) Compete, coach or officiate in any regatta or event held by or under the auspices of the Club; or
 - (ii) participate in the affairs of the board or any General Meeting of the club

6.3. Application process

- (a) As soon as is practicable after the receipt of an application under Clause 6.2, the application will be referred to the Board.
- (b) Upon an application being referred to the Board, the Board shall, as soon as practicable, determine whether to approve or decline the application.
 - (i) If the Board approves the application for membership, the Board shall determine the appropriate category of membership and, as soon as practicable, notify the applicant 12that they are approved or declined. If approved, membership shall commence on entry into the Register in accordance with Clause 6.3(e).

- (c) If the Board does not approve an application for membership the Board shall, as soon as practicable, notify the applicant in writing that they are not approved for membership. The Board is not required to give reasons for its decision.
- (d) If the application for membership is approved, the applicant's name will be entered in the Register, and upon the name of the applicant being so entered, the applicant becomes a Member.

6.4. Life Members

- (a) Life Membership is the highest honour which can be bestowed by the Club for longstanding and valued service to the Club.
- (b) Any Member of the Club may forward a proposal for nomination for Life Membership to the Directors for their consideration.
- (c) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (d) The By-Laws will set out:
 - (i) current Life Members;
 - (ii) the criteria to be met by Life Members; and
 - (iii) the privileges and benefits of Life Membership which shall include the right to receive notice ,attend and vote at General Meetings
- (e) Subject to **clause 6.2**, at the time of adoption of this Constitution, the Life Members of the Club shall be those persons currently recognised by the Club as Life Members.

6.5. Membership renewal

- (a) To remain a Member, all Members (other than Life Members) must:
 - (i) renew their membership with the Club in accordance with the procedures applicable from time to time;
 - (ii) otherwise remain a Member in accordance with the procedures applicable from time to time; and
 - (iii) pay such fees as may be prescribed by the Club in respect of their membership from time to time.
- (b) Renewal of membership is not automatic and an application for renewal of membership may be declined without reason.
- (c) In addition to the effect of membership set out in **clause 6.2**, a Member is bound by, and must comply with, this Constitution and the By-Laws.
- (d) A Member is entitled to any benefits of membership prescribed to apply to Members in this Constitution or By-Laws.

6.6. General

- (a) The Club must keep a register of all Members.
- (b) The Register may be kept in any form, including electronic form.
- (c) No Member whose membership ceases has any claim against the Club or the Directors for damages or otherwise arising from cessation or termination of membership.
- (d) A right, privilege or obligation of a Member by reason of their membership of the Club is not capable of being transferred or transmitted to another Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (e) Members must treat all staff, contractors and representatives of the Club and all other Members with respect and courtesy at all times.
- (f) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Club.

6.7. Limited Liability

Members have no liability except as set out in [clause 27](#).

6.8. Effect of Membership

(a) Members acknowledge and agree that:

- (i) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the By-Laws;
- (ii) they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
- (iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Club;
- (iv) this Constitution is made in pursuit of a common purpose, namely the mutual and collective benefit of the Club, the Members and the Sport;
- (v) neither membership of the Club nor this Constitution gives rise to:
 - (A) any proprietary right of Members in, to or over the Club or its property or assets; or
 - (B) any automatic right of a Member to renewal of their membership of the Club;
- (vi) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport; and
- (vii) they are entitled to all benefits, advantages, privileges and services of Club membership.

(b) Subject to **clause 9.2**, a Voting Member of the Club has the right to:

- (i) receive notice of General Meetings and of proposed Special Resolutions in the manner and time prescribed by this Constitution;
- (ii) submit items of business for consideration at a General Meeting;
- (iii) attend and be heard at General Meetings;
- (iv) vote at a General Meeting; and
- (v) have access to documents of the Club as provided under **clause 23**.

7. CESSATION OF MEMBERSHIP

7.1. Cessation

A person ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) the termination of their Membership according to this Constitution or the By-Laws; or
- (d) that Member no longer meeting the requirements for Membership according to this Constitution and/or the By-Laws.

7.2. Resignation

For the purposes of **clause 7.1(a)**, a Member may resign as a member of the Club by giving 30 days written notice to the Board. A Junior cannot resign without the written approval of their parent or legal guardian.

7.3. Forfeiture of Rights

A Member who ceases to be a Member shall forfeit all right in and claim upon the Club or the Directors for damages or otherwise, or claim upon its property including its intellectual property rights.

8. GRIEVANCES AND DISCIPLINE OF MEMBERS

8.1. Jurisdiction

All Members will be subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Club whether under the By-Laws or under this Constitution.

By-Laws

- (a) Subject to **clause 22**, the Board may make By-Laws for the hearing and determination of:

- (i) grievances by any Member who feels aggrieved by a decision or action of Club; and
 - (ii) disciplinary matters involving Members.
- (b) The Board in its sole discretion may refer an allegation (which in the opinion of the Board is not vexatious, trifling or frivolous) by a complainant (including but not only a Director or a Member) that a Member has:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any other resolution or determination of the Board or any duly authorised committee; or
 - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Club; or
 - (iii) prejudiced themselves, the Club or brought themselves, the Club into disrepute;

for investigation or determination either under the procedures set down in the By-Laws or by such other procedure and/or persons as the Board considers appropriate.
- (c) During any investigatory or disciplinary proceedings under this **clause 8**, a respondent, may not participate in the Club activities, pending the determination of such proceedings (including any available appeal) unless the Board decides continued participation is appropriate having regard to the matter at hand.

9. FEES AND SUBSCRIPTIONS.

9.1. Fees payable by Members

- (a) The Directors must determine from time to time:
 - (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount of the annual membership fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and due date for payment.
- (b) Each Member must pay to the Club the amounts determined under this **clause 9** in accordance with **clause 9.1(a)(iv)** to enjoy the privileges and benefits of membership.

9.2. Non-Payment of Fees

- (a) Subject to **clause 9.2(c)** but notwithstanding any other clause of this Constitution, the right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription or other amount determined under **clause 9.1(a)(i)** or **clause 9.1(a)(ii)** is in arrears greater than 60 days.

- (b) If the Directors suspend a Member's right to attend and vote at a General Meeting under **clause 9.2(a)** there is no right of appeal in respect of such decision.
- (c) Where a Member is in arrears greater than 60 days for any amount:
 - (i) the Board may enter an arrangement with the Member for the payment of the amount; and
 - (ii) **clause 9.2(a)** does not suspend the right of a Member to attend and vote at a General Meeting provided that the Member has not breached the arrangement.

10. GENERAL MEETINGS

10.1. Power to convene a General Meeting

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) Voting Members may convene a General Meeting in accordance with the Act.

10.2. Annual General Meeting

AGMs of the Club are to be held:

- (a) according to the Act; and
- (b) on any day that is not later than three (3) months after the close of financial year as determined by the Directors (including date and venue)
- (c) with ordinary business to be as follows:
 - (i) to confirm the minutes of the last preceding annual general meeting and of any general meeting held since that meeting;
 - (ii) to receive from the committee, auditor and servants of the Club reports on the transactions of the Club during the last preceding financial year;
 - (iii) to declare the election of the Directors of the Club;
 - (iv) to appoint the auditor.

10.3. Notice of General Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the Directors and the auditor of the Club; and
 - (ii) in accordance with **clause 25** and the Act.
- (b) At least 30 days prior to the proposed date of the AGM, the Board will request from Members notices of motions, which must be received no less than 21 days prior to the AGM.

(c) At least 14 days' notice of the time and place of an Annual General Meeting must be given, together with:

- (i) all information required to be included in accordance with the Act;
- (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
- (iii) where applicable, any notice of motion received from any Member or Director;
- (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

10.4. No other business

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

10.5. Cancellation or postponement of General Meeting

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

- (a) Members according to the Act;
- (b) the Directors at the request of Members; or
- (c) a Court.

10.6. Written notice of cancellation or postponement of a General Meeting

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

- (a) Member entitled to attend the General Meeting; and
- (b) other person entitled to notice of a General Meeting under this Constitution or the Act;

at least seven (7) days prior to the date of the General Meeting.

10.7. Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two (2) or more places, the technology that will be used to hold the meeting in that manner.

10.8. Number of clear days for postponement of a General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by [clause 10.6](#).

10.9. Business at postponed General Meeting

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

10.10. Non-receipt of notice

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

10.11. No proxy voting

Proxy voting is not permitted at General Meetings of the Club.

11. PROCEEDINGS AT GENERAL MEETING

11.1. Number for a quorum

TEN (10) Voting Members must be present and eligible to vote for a quorum to exist at a General Meeting.

11.2. Requirement for a quorum

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

11.3. Quorum and time – Special General Meetings

If within 30 minutes after the time appointed for a Special General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the President determines.

11.4. Quorum and time – AGMs

- (a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the President determines.
- (b) Where an AGM has been adjourned under [clause 11.4\(a\)](#), such Members as are present on the adjourned date shall constitute a quorum.

11.5. President to preside over General Meetings

- (a) The President is entitled to preside as President at General Meetings.
- (b) If a General Meeting is convened and the President is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the Vice President or one of the Directors present will preside.
- (c) If the President and no Directors are present within 15 minutes after the time appointed for the meeting or are unable or unwilling to act, one of the Voting Members present will preside.

11.6. Conduct of General Meetings

- (a) The President:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which in his opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
 - (iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever he considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the President under this [clause 11.6](#) is final.

11.7. Adjournment of General Meeting

- (a) The President may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

11.8. Notice of adjourned meeting

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

11.9. Questions decided by majority

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

11.10. Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt the President does not have a casting vote where voting is equal.

11.11. Declaration of results

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the President 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 minutes of the meetings of the Club, is conclusive evidence of the fact.
- (c) Neither the President nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

11.12. Poll

- (a) If a poll is properly demanded in accordance with the *Corporations Act 2001 (Cth)* or by the President of the meeting, it must be taken in the manner and at the date and time directed by the President, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Member entitled to vote will have the number of votes fixed under **clause 12.1**.
- (b) A poll demanded on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

11.13. Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
 - (i) may not be raised except at that meeting; and
 - (ii) must be referred to the President, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

11.14. President to determine any poll dispute

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

11.15. Minutes

- (a) The Board 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) the financial statements submitted to the Members in accordance with the Act;
- (ii) the certificate signed by two (2) Directors certifying that the financial statements give a true and fair view of the financial position and performance of the Club; and
- (iii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.

(d) The minutes of General Meetings shall be available for inspection and copying by the Members.

12. VOTES OF MEMBERS

12.1. Votes of Members

- (a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one vote.
- (b) No Member other than a Voting Member is entitled to vote at General Meetings.

13. DIRECTORS

13.1. Composition of the Board

The Board shall consist of:

- (a) Nine (9) Elected Directors all of whom will be elected under clause 14.:
- (b) Up to two (2) appointed Directors whom may be appointed under clause 15.

13.2. Portfolios

- (a) A director may not hold more than one of the positions of President and Vice President.
- (b) The Board may allocate further portfolios/titles to Directors.

13.3. Qualifications

The Board may determine from time to time duty descriptions and qualifications for Directors.

- (a) Only Members are eligible to be elected as a Director.
 - (i) If a nominee for an elected or appointed Director position is not a Member at the time of nomination they automatically become an Honorary Member upon election or appointment.

13.4. Remuneration of Directors

A Director may not be paid for services as a Director.

14. ELECTED DIRECTORS

14.1. Nomination for Board

Nominations for Directors should be called for 30 days prior to the General Meeting at which the election is to be held (usually the AGM).

14.2. Form of Nomination

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) signed by two (2) Adult Members;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Club no later than the closing date and time advised by the Public Officer

14.3. Election of Directors

- (a) If the number of nominations received for positions on the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, the positions not filled will be deemed casual vacancies under [clause 16.1](#).
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in order drawn by ballot, for each vacancy on the Board.
- (d) The voting shall be conducted using such ballot method as is determined by the Board, and shall be by secret ballot on papers prepared by the Board. A single vote per voting member per position available, with the successful Candidate or Candidates having highest tally being elected to the available position or positions.
- (e) If voting is equal for two (2) or more candidates a further ballot will be held. If voting is still equal after the further ballot the election will be declared null and void and the positions will be declared casual vacancies.
- (f) The positions of President, Vice President and any other portfolios shall be appointed by the board from amongst its number as soon as practicable after each Annual General Meeting.
- (g) Directors shall be elected for a term of two (2) years and are subject to provisions in this Constitution relating to early retirement or removal of Directors.

14.4. Term of Appointment

- (a) Each elected Director shall hold office until the second Annual General Meeting following the declaration of their election, but are eligible for re-election
- (b) For each two (2) year interval, four(4) elected directors shall be elected in the first year and five(5) elected Directors shall be elected in the second year.
- (c) Any adjustment to the term of a Director elected under this Constitution necessary to ensure rotational terms in accordance with this constitution shall be determined by the Board. Elections to subsequent Boards shall then proceed in accordance with the procedures in this Constitution.
- (d) In this the first year of this new constitution {2021} Five members of the previous years board will continue to serve their elected term for 1 year.

15. APPOINTED DIRECTORS

15.1. Appointment of Appointed Director

Subject to this constitution, and in particular [clause 15.3\(b\)](#) the Elected Directors may appoint up to two (2) Appointed Directors.

15.2. Qualifications for Appointed Directors

Appointed Directors should have skills that complement and/or supplement any skill gaps that may exist in the Board, with the aim of ensuring that the board has all the necessary skills to govern the organisation

15.3. Term of Appointment

- (a) Directors appointed under [clause 15.1](#) may be appointed by the elected directors in accordance with this constitution for a term of up to two (2) years, which shall commence and conclude on dates determined by the Elected Directors.

16. VACANCIES ON THE BOARD

16.1. Casual Vacancies

- (a) Any casual vacancy that occurs in the position of a Director may be filled by the remaining Directors from among appropriately qualified persons.
- (b) Any casual vacancy may only be filled for the remainder of the vacating Director's term under this Constitution.

16.2. Grounds for Termination of Director

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) dies;
- (b) becomes bankrupt or insolvent under administration or makes any arrangement or composition with their creditors generally;
- (c) resigns their office in writing to the Club;
- (d) is absent without the consent of the Board from meetings of the Board held during a period of three (3) months;
- (e) ceases to be an ordinary resident in Tasmania;
- (f) is an employee of the Club;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- (h) after reasonable consideration by the Board the Board determines the Director has:
 - (i) acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Club; or
 - (ii) brought himself or herself or the Club into disrepute;provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;
- (i) is removed by Special Resolution; or

- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act*.
- (k) after reasonable consideration by the Board it determines the Director has become incapacitated and the Board reasonably expects the Director will remain incapacitated for a period exceeding three (3) months, provided always that:
 - (i) the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made, and that
 - (ii) any determination made under this [clause 16.2\(k\)](#) shall be made with the Directors acting reasonably and in accordance with [clause 16.2](#);

16.3. Board May Act

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute such a quorum or to convene a General Meeting.

17. POWERS AND DUTIES OF DIRECTORS

17.1. Directors to manage the Club

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

17.2. Specific powers of Directors

Without limiting [clause 17.1](#), the Directors may exercise all the Club's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Club or of any other person.

17.3. Time, etc.

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

17.4. Delegation of powers

(a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the any member, employee or committee of the Club or any other person as they think fit.

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

- (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
- (ii) may be either general or limited in any way provided in the terms of the delegation;

- (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
 - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

17.5. Code of Conduct

The Directors should:

- (a) adopt a code of conduct for Directors; and if adopted
- (b) periodically review the code of conduct in light of the general principles of good governance.

18. PROCEEDINGS OF DIRECTORS

18.1. Directors meetings

The Directors should meet together for conducting of business, adjourn and otherwise regulate their meetings as they think fit.

18.2. Questions decided by majority

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

18.3. No casting vote

The chairperson of the meeting will not have a casting vote.

18.4. Quorum

At least 5 of current elected or appointed Directors present in person constitutes a quorum.

18.5. Convening meetings

- (a) A Director may convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Club in person or by post or by telephone or other electronic means.

- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at that meeting of Directors.

18.6. Chairperson

The President will preside at Board meetings and General Meetings. If the President is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the Vice President or one of the Directors will preside.

18.7. Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if the required majority of the Directors who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director required to achieve the required majority signs.

18.8. Validity of acts of Directors

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

18.9. Directors' interests

- (a) A Director shall declare to the Board that Director's interest in any matter in which any material personal interest or related party transaction arises as defined by the *Corporations Act 2001 (Cth)*, and that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter.
- (b) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (c) The Board shall maintain a register of declared interests.

18.10. Minutes

The Directors must cause minutes of meetings to be made and kept according to the Act.

19. TELECOMMUNICATION MEETINGS OF THE CLUB

19.1. Telecommunication meeting

- (a) A General Meeting or a Directors' Meeting may be held by means of a telecommunication meeting, provided that:
 - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable);
 - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **clause 19**.

19.2. Conduct of telecommunication meeting

The following provisions apply to a telecommunication meeting of the Club:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his presence to all other persons taking part in the meeting;
- (d) a person may not leave a telecommunication meeting by disconnecting his telephone, audio-visual or other communication equipment unless that person has previously notified the President;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the President of leaving the meeting, or unless the system being used to facilitate the telecommunication meeting indicates (either through audible message or by visual display) that the person is no longer active in the meeting;
- (f) a person linked to a telecommunication meeting using a means which may foreseeably disconnect without warning and without visual or audible notification of the disconnection, understands and accepts that the meeting may proceed to its conclusion under the presumption that they have been present and have formed part of the quorum at all times during the meeting; and
- (g) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the President.

20. PUBLIC OFFICER

- (a) There must be a Public Officer who will be appointed by the Directors under the Act.

- (b) In addition to the manner in which the office of public officer becomes vacant under the Act the Directors may suspend or remove the Public Officer from that office.
- (c) The Public Officer holds office on the terms and conditions and with the powers, duties and authorities, determined by the Act and the Directors. Subject to this Constitution the Public Officer is not entitled to remuneration.
- (d) In the absence of an appointment or on vacation of office the President shall be the Public Officer.

21. COMMITTEES

21.1. Committees

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

21.2. Powers delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors. A Committee is responsible to and reports to the Board.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

21.3. Committee meetings

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

22. BY-LAWS

22.1. Making and amending By-Laws

- (a) In addition to By-Laws made under **clause 8** the Directors may from time to time make By-Laws which in their opinion are necessary or desirable for the control, administration and management of the Club and may amend, repeal and replace those By-Laws.
- (b) Interpretation of the By-Laws is solely the province of the Directors.

22.2. Effect of By-Laws

A By-Law:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

22.3. Existing By-Laws

All existing By-Laws of the Club in force at the time of the adoption of this Constitution shall remain in force unless replaced by this Constitution.

23. KEEPING AND INSPECTION OF RECORDS

- (a) The Directors will cause the Club records to be kept for a period of seven (7) years from their creation.
- (b) The records may be kept in any form, including electronic.
- (c) Subject to privacy and confidentiality obligations Members shall have the right to inspect documents of the Club as permitted by the Act. Such inspection must be made in good faith and for proper purpose.
- (d) The Board may impose conditions on a Member's inspection of the Club documents under this clause or may refuse such inspection where the Board reasonably considers that the Member is not seeking and/or undertaking the inspection in good faith and/or for a proper purpose.

24. ACCOUNTS

- (a) The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.
- (b) All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors determine from time to time.
- (c) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the *Corporations Act 2001 (Cth)*.

25. SERVICE OF DOCUMENTS

25.1. Document includes notice

In this **clause 25**, document includes a notice.

25.2. Methods of service on a Member

The Club may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to an electronic address nominated by the Member.

25.3. Methods of service on the Club

A Member may give a document to the Club:

- (a) by delivering it to the Club's registered office;
- (b) by sending it by post to the Club's registered office; or
- (c) by sending it to an electronic address nominated by the Club.

25.4. Post

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
- (b) if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail,

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

25.5. Electronic transmission

If a document is sent by any form of electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the electronic transmission; and
- (b) have been delivered on the business day following its transmission.

26. INDEMNITY

26.1. Indemnity of officers

Every person who is or has been:

- (a) a Director; or
- (b) Public Officer,

is entitled to be indemnified out of the property of Club against:

- (c) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (d) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity, unless:
 - (i) the Club is forbidden by statute to indemnify the person against the liability or legal costs; or
 - (ii) an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

26.2. Insurance

The Club may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Public

Officer against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Club is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Club paid the premium, be made void by statute.

27. WINDING UP

27.1. Winding up

The Club may only be wound up by Special Resolution and/or otherwise in accordance with the Act.

27.2. Contributions of Members on winding up

- (a) Each Adult Member must contribute to the Club's property if the Club is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
 - (i) payment of the Club's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves;and the amount is not to exceed \$1.00.
- (c) No other Member must contribute to the Club's property if the Club is wound up.

27.3. Excess property on winding up

- (a) If on the winding up or dissolution of the Club, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
 - (i) having objects similar to those of the Club; and
 - (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

28. COMMON SEAL

- (a) If the Club has a common seal it shall:
 - (i) be kept in the custody of the Board; and

- (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of two (2) Directors.
- (b) A Director may not sign a document to which the seal of the Club is fixed where the Director is interested in the contract or arrangement to which the document relates.

29. SOURCE OF FUNDS

The funds of the Association

- (a) may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and other such sources as the Directors determine; and
- (b) will be managed by the directors subject to this Constitution and the Act.

30. REGISTERED ADDRESS

The Registered Address of the Club is Kings Parade Ulverstone Tasmania