



Constitution

Brisbane Metropolitan Touch Association Incorporated

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ASSOCIATIONS INCORPORATION ACT 1981 (QLD) CONSTITUTION

of

BRISBANE METROPOLITAN TOUCH ASSOCIATION INCORPORATED

1. NAME OF ASSOCIATION

The name of the association is Brisbane Metropolitan Touch Association Incorporated.

2. INTERPRETATION

2.1 In these Rules unless the contrary intention appears:

Act means the Associations Incorporation Act 1981 (QLD).

Association means the association known as the Brisbane Metropolitan Touch Association Incorporated or such other name as determined by the Board.

Board means the Directors of the Association acting as a body.

By-Laws means any By-Laws by the Board under **Clause 68**.

Chair means the chairperson for the time being of the Association.

Claim means any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include any claim made available to a Member under this Constitution or By-Laws.

Constitution means this Constitution of the Association.

Director means a member of the Board as elected.

Executive Officer means the Executive Officer of the Association (if any) for the time being appointed under **Clause 57**.

Financial Year means the year ending 31 December in each year.

Financial Member means a Team whose fees and other monies owing to the Association are paid in full.

General Meeting means the annual or any special general meeting of the Association.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment, images (including photographs, television, videos or films) or service marks (whether registered or registerable) relating to the Association.

Life Member means an individual appointed as a Life Member of the Association under **Clause 9**.

Member means a member for the time being of the Association under **Clause 8**.

Participant means a person who participates as a player, coach, manager or referee in a Touch Football competition organised, controlled or sanctioned by the Association under **Clause 11**.

Register means the register of Members which shall be kept by the Association in accordance with the Act.

Season the Association is the duration of a competition run by the Association between Teams.

Special Event means any event that the Association declares is a special event under this constitution which may include, but not be limited to, events or tournaments that occur over a small number of days.

Special Resolution means a resolution made which is passed by at least three quarters (75%) of the votes of those Members who, being entitled to vote, at the meeting.

State means the States of Australia and includes the Northern Territory and the Australian Capital Territory.

Team means a team of Participants that participates in a Touch Football competition organised, controlled or sanctioned by the Association, excluding Special Events as set out in **Clause 9**.

Team Delegate means a natural person who is over 18 years of age and is the registered team delegate for a Team as set out in **Clause 9**, excluding Special Event teams.

TFA means Touch Football Australia Incorporated.

Touch means the sport or game of Touch Football played under the rules determined or adopted from time to time by TFA or any other suitable body.

2.2 Expressions referring to “writing” shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) a word importing the singular includes the plural and vice versa;
- (d) a word importing any gender includes all other genders;

- (e) a reference to persons includes corporations and bodies politic;
 - (f) a reference to a person includes the legal personal representatives, successors and permitted assigns of that person;
 - (g) a reference to a statute, ordinance, code or other law includes by-laws 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).
- 2.4 If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, that phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it can not be read down, the phrase or provision shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Constitution or affecting the validity or enforceability of that provision in any other jurisdiction.
- 2.5 Except where the contrary intention appears in this Constitution, an expression in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act has the same meaning as that provision of the Act.
- 2.6 Pursuant to section 47 of the Act, the model rules do not apply.
- 2.7 The Association is established solely for the Objects.

3. **OBJECTS**

The Association is established to:

- (a) promote, develop and control Touch in the Greater Brisbane area;
- (b) maintain uniform By-Laws and playing rules for the playing of Touch;
- (c) conduct and/or administer Touch through competition and commercial means;
- (d) ensure that all Touch in its area is carried out in a manner which secures and enhances the safety of Participants, spectators and the public and which allows the sport to be competitive and fair;
- (e) pursue through itself or other entities commercial arrangements including sponsorship and marketing opportunities as are appropriate to further these Objects;
- (f) merge with or acquire other entities as appropriate to further these Objects;
- (g) strive for and maintain recognition of the Association as the authority on Touch in its area;
- (h) recognise, implement and enforce such rules, By-Laws and standards as may be necessary for the management and control of

Touch, Touch competitions and related activities, including but not limited to playing rules, refereeing, selecting and coaching standards;

- (i) further develop the Association into an organised institution and having regard to these Objects, to foster, regulate, organise, control, conduct and manage tournaments, competitions, displays and other activities in its area;
- (j) ensure that environmental considerations are considered in all Touch and related activities conducted by the Association;
- (k) select and control teams or sides to represent the Association;
- (l) promote the health and safety of Participants;
- (m) act as final arbiter on all matters pertaining to the conduct of Touch in its area, including disciplinary matters;
- (n) conduct educational programs for Participants in the implementation and interpretation of Touch playing rules, skills and standards;
- (o) recognise, implement and enforce policies in relation to equal opportunity, equity, drugs in sport, health, safety, junior and senior programs and infectious diseases;
- (p) represent the interests of its Members and of Touch generally in any appropriate forum;
- (q) have regard to the public interest in its operations;
- (r) encourage Participants to realise their potential and athletic abilities;
- (s) encourage and promote performance-enhancing drug-free competition;
- (t) seek and obtain improved facilities in its area for the playing and enjoyment of Touch;
- (u) do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits which these Objects are intended to achieve;
- (v) co-operate or join with or support any club, association, organisation, society or individual whose activities or purposes are similar to those of the Association, or which advance Touch; and
- (w) undertake and or do all such things or activities as are necessary, incidental or conducive to the advancement of these Objects.

4. **POWERS OF THE ASSOCIATION**

Solely for furthering the Objects, the Association has all the rights, powers and privileges of an individual.

5. APPLICATION OF INCOME

- 5.1 The income and property of the Association shall be applied solely towards the promotion of the Objects.
- 5.2 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.
- 5.3 No remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- 5.4 Nothing contained in **clauses 5.2** or **5.3** shall prevent payment in good faith of or to any Member:
- (a) for any services actually rendered to the Association whether as an employee or otherwise;
 - (b) for goods supplied to the Association in the ordinary and usual course of business;
 - (c) of interest on money borrowed from any Member;
 - (d) of rent for premises demised or let by any Member to the Association;
 - (e) for any out-of-pocket expenses incurred by the Member on behalf of the Association;
 - (f) as an honorarium for any services actually rendered to the Board 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.

6. ADDITION ALTERATION OR AMENDMENT

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution. An addition, alteration or amendment to this Constitution is only valid if it is registered in accordance with the Act.

7. LIABILITY OF MEMBERS

The liability of the Members is limited.

8. MEMBERS

- 8.1 Membership of the Association shall be divided into the following classes:
- (a) Life Members;
 - (b) Teams; and

(c) Participants;

8.2 The Board has power from time to time to create new categories of membership so long as the effect of this is not to alter the rights, privileges or obligations of an existing category of Members.

8.3 Membership of a class is unlimited.

9. **TEAMS**

9.1 Each Team which plays in a competition run by the Association during a financial year of the Association shall be a Member and shall receive a separate identifying membership number.

9.2 Each Team shall appoint a Team Delegate who is the person who nominates and registers the Team with the Association.

9.3 Each Team which competes in a Season is entitled to one vote. That one vote will relate to the Team's specific registration number. These votes shall be cast by the Team Delegate or proxy for the Team Delegate.

9.4 A Team which competes in two Seasons in a financial year shall be entitled to two votes.

9.5 A Team Delegate may grant a proxy pursuant to **clause 33**.

9.6 Each Team Delegate will provide an email address for notices to be provided to that Team.

9.7 No Team Delegate shall be entitled to vote unless that Team is a Financial Member.

9.8 A Team Delegate must be a minimum of eighteen (18) years of age.

9.9 The voting rights exercisable at the Annual General Meeting shall be those voting rights applicable to the Team for the previous Financial Year.

10. **LIFE MEMBERS**

10.1 The Board may recommend to the Annual General Meeting that any person who has rendered distinguished or special service to the Association, may be granted Life Membership.

10.2 A resolution of the Annual General Meeting to confer life membership on the recommendation of the Board must be passed by a Special Resolution. The vote on such resolution will be taken by a show of hands, or if requested by secret ballot.

10.3 Conditions, obligations and privileges of life membership shall be as prescribed in the By-Laws.

10.4 All persons appointed as Life Members prior to the adoption of this Constitution shall continue as Life Members following its adoption.

10.5 A Life Member shall not be entitled to vote.

10.6 Life Members are entitled to nominate and second nominations for election of Directors and to be nominated for election as a Director.

11. PARTICIPANTS

11.1 A Participant is a person who plays for a Team or participates as a coach or manager in a Touch competition organised, controlled or sanctioned by the Association.

11.2 A registered referee of the Association is also considered a Participant.

11.3 A Participant is not entitled to notice of meetings of the Association and is not entitled to vote.

11.4 Participants are entitled to nominate and second nominations for election of Directors and to be nominated for election as a Director.

11.5 Participants agree to be bound by the Constitution and By-Laws of the Association.

12. APPLICATION FOR MEMBERSHIP

12.1 An application for membership must be:

- (a) in writing on the form prescribed or in such other manner accepted by the Board from time to time; and
- (b) accompanied by the appropriate fee, if any.

12.2 An application to enter a Team in a competition run by the Association shall be deemed to be an application for membership by that Team.

12.3 The Board may accept or reject an application whether the applicant has complied with the requirements in **clause 12.1** or not. Where the Association accepts an application, the applicant will become a Member. Membership of the Association will commence upon acceptance of the application by the Association. If the Board rejects an application, any fees forwarded with the application will be refunded, and the application will be deemed rejected. Reasons for any membership decision are not required to be given and there is no appeal.

13. EFFECT OF MEMBERSHIP

All Members acknowledge and agree that:

- (a) the Constitution constitutes a contract between each of them and the Association;
- (b) they are bound by the Constitution and the By-Laws;
- (c) they shall comply with and observe the Constitution, the By-Laws and any determination or resolution which may be made or passed by the Board in respect of Touch in the Association's area;

- (d) by submitting to the Constitution and the By-Laws they are subject to the jurisdiction of the Association;
- (e) the Constitution is made in the pursuit of a common object, namely the mutual and collective benefit of the Association, the Members and Touch;
- (f) the Constitution is necessary and reasonable for promoting the Objects and particularly the advancement and protection of Touch; and
- (g) they are entitled to all benefits, advantages, privileges and services of Association membership.

14. SUBSCRIPTION AND FEES

- 14.1 The annual subscription (if any) and fees payable by Members to the Association and the time for, and manner of, payment shall be as determined by the Board from time to time.
- 14.2 Members whose subscriptions and/or fees have not been paid and received by the time set by the Board in any year shall not be entitled to receive any of the benefits, advantages, privileges or services of Association membership unless otherwise approved in writing by the Board.

15. DISCONTINUANCE OF MEMBERSHIP

- 15.1 A member may resign their membership by notice in writing to the Association.
- 15.2 A Team that does not enter a team in a competition run by the Association shall cease to be a Member of the Association.

16. DISCIPLINE OF MEMBERS

- 16.1 The Board in its sole discretion may consider an allegation by a complainant that a Member has:
 - (a) breached, failed, refused or neglected to comply with a provision of this Constitution and the By-Laws or any other resolution or determination of the Board or duly authorised commission or committee; or
 - (b) acted in a manner unbecoming of a Member or prejudicial to the Objects or the interests of the Association and/or Touch; or
 - (c) prejudiced the Association or Touch or brought the Association or Touch into disrepute;

and may, after consideration refer the matter to investigation or determination either under the procedures set down in the By-Laws or by such other procedure or persons as the Board considers appropriate.

All Members are subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Association whether under the By-Laws or as otherwise prescribed by the Board from time to time.

- 16.2 The Board may then impose such penalty as it sees fit including suspending or terminating the Member.

GENERAL MEETINGS

17. ANNUAL GENERAL MEETING

17.1 An Annual General Meeting of the Association shall be held in accordance with the provisions of the Act and on a date and at a venue to be determined by the Board within six months of the end of the financial year.

17.2 All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

18. CONVENING GENERAL MEETINGS

The Board will call a General Meeting if requisitioned in writing to do so by not less than twenty (20) individual Team Delegates.

19. NOTICE OF GENERAL MEETING

Subject to an agreement for shorter notice:

- (a) Notice of every Meeting shall be given to every person entitled to receive notice under **clause 20** at the address appearing in the Register kept by the Association. No other person shall be entitled as of right to receive notices of Meetings.
- (b) Notice of a Meeting shall be given at least 28 days prior to the Meeting and shall specify the place and day and hour of meeting.
- (c) The agenda for the meeting stating the business to be transacted at the meeting shall be available to every person entitled to vote at least 7 days prior to Meeting, together with any notice of motion received from Members.
- (d) If a Special Resolution is to be proposed at the meeting, the notice of the meeting shall set out an intention to propose the Special Resolution and state the resolution.

20. ENTITLEMENT TO NOTICES

Notice of every General Meeting will be given in any manner authorised by this Constitution to:

- (a) every Team;
- (b) Life Member; and
- (c) the Directors; and

(d) the auditor for the time being of the Association.

21. PLACE OF GENERAL MEETING

The Association may hold a General Meeting at two or more venues using any technology that gives the Members a reasonable opportunity to participate.

22. QUORUM

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. The quorum for a General Meeting shall be 20 individual Members. The quorum must be present at all times during the meeting.

23. ADJOURNMENT FOR LACK OF QUORUM

If a General Meeting does not have a quorum present within thirty minutes after the time for the meeting set out in the notice of meeting, the meeting shall be adjourned to the date, time and place the Board specifies. If the Board does not specify one or more of these things, then the meeting shall be adjourned to:

- (a) if the date is not specified – the same day in the next week; and
- (b) if the time is not specified – the same time; and
- (c) if the place is not specified – the same place.

24. LACK OF QUORUM AT ADJOURNED MEETING

If no quorum is present at the resumed meeting within thirty minutes after the time specified for the meeting, then the meeting is dissolved.

25. CHAIR OF GENERAL MEETINGS

The Chair shall be entitled to act as chair at every General Meeting. If the Chair is not available within ten minutes after the time appointed for holding the meeting or declines to act for the meeting or part of the meeting, the Board shall appoint another Director to act as chair of that meeting or part of it.

26. ADJOURNMENT GENERALLY

The Chair of the meeting may, with the consent of any General Meeting at which a quorum is present (and will if so directed by the meeting), adjourn the meeting from time to time and from place to place. No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for one month or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

27. PUTTING OF RESOLUTIONS

A resolution put to the vote at a General Meeting must be decided on a show of hands unless a secret ballot is demanded. A secret ballot may be demanded by:

- (a) a majority of those persons present and entitled to vote at the meeting; or
- (b) the Chair of the meeting.

The secret ballot may be demanded before a vote is taken or before the voting results on a show of hands are declared.

28. RESULT ON SHOW OF HANDS

28.1 On a show of hands, a declaration by the Chair is conclusive evidence of the result provided that the declaration reflects the show of hands. Neither the Chair nor the minutes need state the number or proportion of the votes recorded in favour or against.

28.2 Where a resolution is to be decided on a show of hands, votes are recorded in accordance with **clauses 31, 32 and 33**.

29. DEMAND FOR POLL

A poll may be demanded on any resolution or the adjournment of a meeting. A poll demanded on a matter other than the question of adjournment must be taken when and, in the manner, the Chair directs. A poll on the question of an adjournment must be taken immediately. A demand for a poll may be withdrawn.

30. NO CASTING VOTE

In the case of an equality of votes, whether on a show of hands or on a poll, there will be no casting vote and the resolution will be lost for want of a majority.

31. VOTING AT GENERAL MEETINGS

Team Delegates or their proxies or attorneys shall be entitled to vote at meetings. Each Team Delegate present and entitled to vote shall be entitled to one vote for each Team they represent.

32. DISALLOWANCE OF VOTE

A challenge to a right to vote at a General Meeting:

- (a) can only be made at the meeting; and
- (b) must be determined by the Chair whose decision is final.

Every vote not so disallowed is valid for all purposes.

33. PROXY VOTING

- (a) A person entitled to vote may vote in person or by proxy or by attorney.
- (b) The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointor (or of their attorney). If the appointor is a corporation, the instrument appointing a proxy must

be either under the seal or under the hand of an officer (or attorney) duly authorised.

- (c) A proxy may, but need not be, a member of the Association.
- (d) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot.
- (e) Where it is desired to afford person entitled to vote an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:

I, _____ of _____, being a member of this Association (BMTA) and nominated Team Delegate for the _____ Team, hereby appoint _____ of _____, or failing him or her, _____ of _____, as my proxy to vote for me on my behalf at the (annual/special) general meeting of the Association, to be held on _____ and at any adjournment thereof.

This form is to be used in favour of / against * the resolution.

Signed this _____ day of _____,

20

Signature

*Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as they think fit.)

- (f) The instrument appointing a proxy shall be deposited with the Association prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposed to vote.

THE BOARD

34. EXISTING DIRECTORS

The members of the administrative body (by whatever name called) of the Association in place immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such approval, and thereafter the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

35. COMPOSITION OF THE BOARD

The Board shall comprise:

- (a) 5 Elected Directors, elected under **clause 36**.

- (b) The 5 Elected Directors shall elect one of them to be the Chair, one of them to be the Secretary and shall elect one of them to be the Treasurer.
 - (i) No Director may hold more than one of these roles.
- (c) The 5 Elected Directors, elected under **clause 36** can remove a Chair for any reason by simple majority vote.
- (d) The Executive Officer shall be entitled to notice of, attend and participate in debate at, all meetings of the Board, but shall have no entitlement to vote.

36. **ELECTION OF DIRECTORS**

- 36.1 Elected Directors shall be elected in accordance with this Constitution for a term, which shall commence in accordance with **clause 36.6**.
- 36.2 Nominees for the Board must meet the qualifications as prescribed from time to time by the Board and set out in this Constitution or in By-Laws.
- 36.3 Nominations must be:
 - (a) in writing;
 - (b) on the prescribed form (if any) provided for that purpose;
 - (c) signed by a nominator and a seconder who must be Members; and
 - (d) certified by the nominee expressing their willingness to accept the position for which they are nominated.
- 36.4 Nominations must be received by the Association at least 14 days prior to the Annual General Meeting. Where no or an insufficient number of nominations are received prior to the Annual General Meeting, the Chair may, subject to the consent of the meeting call for nominations from the floor at the Annual General Meeting.
- 36.5 The elections shall be decided on a show of hands unless a secret ballot is requested by any member. This shall be by secret ballot on papers prepared by the Executive Officer or the Board.
- 36.6 Subject to this Constitution, the office of Directors shall commence from the conclusion of the Annual General Meeting at which they are elected until the conclusion of the Annual General Meeting following.
- 36.7 Where the number of candidates for election is equal to the number of available positions an election is not required and those persons shall be deemed to be elected.

37. **TERM OF DIRECTORS**

- 37.1 The term of Directors shall be two years from the Annual General Meeting in 2021 at which they are elected until the Annual General Meeting which occurs two years later.

- 37.2 Three Directors shall be elected in 2021 and two Directors elected in 2022.
- 37.3 As a transitional matter, the Board will determine which of its member will have their Term end in 2020 and which of its member will have their term end in 2021 and if not agreed, determined by lot.

38. **APPOINTMENT OF ADVISORY COMMITTEES**

- 38.1 The Directors may appoint Advisory Committees as it requires from time to time.
- 38.2 Appointed Advisory Committees do not hold a vote at Board meetings.
- 38.3 The Advisory Committees may have specific skills which complement the Board.
- 38.4 The Appointed Advisory Committees report to the Board and Executive Officer as required.
- 38.5 An Advisory Committee has no authority to make any determination binding upon the Association and may only be recommendations to the Board.

39. **VACATION OF OFFICE OF DIRECTOR**

- 39.1 In addition to the circumstances in which the office of Director becomes vacant by virtue of the Act, the office of a Director shall be automatically vacated if the Director:
- (a) dies;
 - (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
 - (c) 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;
 - (d) resigns their office in writing to the Association;
 - (e) where a Director, is absent without the consent of the Board from meetings of the Board held during a period of three months;
 - (f) holds any office of employment with the Association without the approval of the Association in General Meeting;
 - (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of their interest;
 - (h) is removed by Special Resolution; or
 - (i) would otherwise be prohibited from being a director of a corporation under the *Corporations Act*.
- 39.2 A Director has no right of appeal against their removal from office under this **clause 39**.

40. **CASUAL VACANCIES**

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Director's term under this Constitution.

41. **MANAGEMENT OF THE ASSOCIATION**

Subject to this Constitution the business of the Association is to be managed by or under direction of the Board.

42. **GENERAL POWERS OF THE BOARD**

The Board may exercise all the powers of the Association except any powers that the Act or this Constitution requires the Association to exercise in a General Meeting.

43. **HOLDING OF BOARD MEETINGS**

The Board shall meet at least every four (4) months and otherwise as often as is deemed necessary and may adjourn and, subject to this Constitution, regulate its meetings as it thinks fit. The Chair, or a majority of Directors may at any time, and the Executive Officer will if so requested, call a meeting of the Board by reasonable notice individually to each Director.

44. **HOLDING OF OTHER OFFICES**

A Director shall NOT hold any place of profit or position of employment in the Association in conjunction with the office of Director without the consent of the Association in General Meeting.

45. **DISCLOSURE OF INTERESTS**

45.1 The nature of any conflict of interest must be declared by the Director at the meeting of the Board at which the conflicting contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or arrangement after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the director becomes so interested.

45.2 A Director shall not hold any position of employment in any entity involved with the management or operation of Touch in conjunction with the office of Director without the consent of the Association in General Meeting.

46. **GENERAL DISCLOSURE**

A general notice that a Director 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 **clause 45** as regards such Director and the said transactions. After providing general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

47. **RECORDING DISCLOSURES**

The minutes shall record any declaration made or any general notice given by a Director under **clauses 45** and **46**.

48. **INTERESTED DIRECTOR CANNOT VOTE**

A Director, 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 director is interested. If the Director does vote their vote shall not be counted.

49. **QUORUM**

49.1 The quorum for a Board meeting is a majority of Directors, or such other number as may be fixed by the Board from time to time. The quorum must be present at all times during the meeting.

49.2 In the event of a vacancy or vacancies in the office of Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a Board meeting, they can act only for the purpose of ensuring the number of Directors is a number sufficient to constitute a quorum. Vacancies shall be filled in accordance with this Constitution.

50. **CHAIR OF BOARD MEETINGS**

The Chair shall act as chair at all Board meetings. If the Chair is not available within fifteen minutes after the time appointed for holding the meeting or declines to act for the meeting or part of the meeting, the remaining Directors shall appoint another Director to chair the meeting or part of it.

51. **DELEGATIONS**

Other than its power of delegation under this clause and powers under **clause 68** (By-Laws) the Board may delegate any of its powers to individuals or groups consisting of such persons as the Board thinks fit. Any such individual or group shall conform to this Constitution where applicable and or any By-Laws that may be imposed on it by the Board in the exercise of the powers so delegated. Any such individual or group must exercise the powers delegated to it in accordance with any directions of the Board. The effect of the committee exercising a delegated power in this way is the same as if the Board exercised the power.

52. **CONDUCT OF COMMITTEE MEETINGS**

The Board shall appoint the chairs and members of all committees. If at any meeting the Chair is not present within fifteen minutes after the time appointed for holding the meeting, the members present may elect one of their number to be chair of the meeting. A committee may meet and adjourn, as it thinks proper.

53. **VOTES AT BOARD MEETINGS**

Each Director shall be entitled to one vote on each resolution at Board meetings. A resolution of the Board must be supported by a majority of votes cast by those

present and entitled to vote on the resolution. In the case of an equality of votes there will be no casting vote and the resolution will be lost for want of a majority.

The Executive Officer shall not be entitled to vote.

54. VALIDITY OF DIRECTORS' ACTS

All acts done by any meeting of the Board or of any committee or by any person acting as a Director shall be considered valid even if it is afterwards discovered that:

- (a) there was some defect in the appointment of any Director or commission or committee or person; or
- (b) They or any of them were disqualified.

55. WRITTEN RESOLUTION

The Board may pass a resolution without a Board meeting being held if the majority of all the Directors 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. All Directors must be served with any document to be considered under this clause.

Separate documents may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.

56. MANNER OF HOLDING MEETINGS

A Board meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director shall only withdraw the Director's consent within a reasonable period before the meeting.

57. EXECUTIVE OFFICER

- 57.1 An Executive Officer may be appointed by the Board for such term, and upon such conditions as the Board thinks fit.
- 57.2 If appointed the Association shall be managed by the Executive Officer who may exercise such powers of the Association as are delegated to them from time to time by the Board in its absolute discretion and which is not retained to the Board by the Act or by this Constitution.
- 57.3 If appointed the Executive Officer shall administer the Association in accordance with this Constitution, the By-Laws and all policy directions of the Board.
- 57.4 If appointed the Executive Officer shall attend Board meetings and General Meetings at the invitation of the Board.

MISCELLANEOUS

58. **NEGOTIABLE INSTRUMENTS**

Any two Directors may sign, draw, accept, endorse, or otherwise execute a negotiable instrument. This provision is subject to the Board determining that a negotiable instrument shall be signed, drawn, accepted, endorsed, or otherwise executed in a different way.

59. **MINUTES**

- (a) The Board shall cause minute books to be kept in which the Association records within one month:
 - (i) proceedings and resolutions of all General Meetings; and
 - (ii) proceedings and resolutions of Board meetings (including meetings of all committees and commissions); and
 - (iii) resolutions passed by Members without a meeting; and
 - (iv) resolutions passed by the Board without a meeting.

The Board must ensure that minutes of a meeting are signed within a reasonable time after the meeting by the Chair of the meeting or the Chair of the next meeting. The Board must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution was passed.

- (b) If a Member requests access to the minute books of the Association to inspect the minutes of a General Meeting or any resolutions passed by Members without a General Meeting, the Board must, within 28 days of the request:
 - (i) make the relevant minute book available for inspection by the Member at a reasonably agreed time and place; and
 - (ii) provide the Member with copies (at the Member's expense) if requested.

60. **COMMON SEAL**

The Association must have a common seal. The common seal:

- (a) must comply with the Act;
- (b) the Board shall provide for the safe custody of the seal;
- (c) the seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board; and
- (d) every document to which the seal is affixed shall be signed by two Directors.

61. BOOKS AND ACCOUNTS

- 61.1 The Board shall ensure that proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board are established and maintained and shall produce these as appropriate at each Board meeting and General Meeting.
- 61.2 The Register, proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. The books of account shall be kept in the care and control of the Board.
- 61.3 The Association shall retain such records for seven years after the completion of the transactions or operations to which they relate.

62. REGISTER OF MEMBERS

- 62.1 The Board shall cause a Register to be kept in which it shall enter the name and either the physical address or email address of all members admitted to membership of the Club.
- 62.2 Subject to the provisions of the Privacy Act, the Register shall be open for inspection at all reasonable times by any member who previously applies to the Board of Directors for inspection.
- 62.3 The register may be kept and maintained in a written form or by/on a suitable computer system that is adequately maintained at all times.

63. DIRECTORS' INTERESTS

A Director shall NOT sign a document to which the seal of the Association is fixed where the Director is interested in the contract or arrangement to which the document relates.

64. ACCOUNTS

True accounts shall be kept of the sums of money received and expended by the Association and the manner in which such receipt and expenditure takes place, and of the property, assets and liabilities of the Association. At least once in every year the accounts of the Association shall be examined by one or more properly qualified auditor or auditors who shall report to the Members in accordance with the provisions of the Act.

65. AUDITOR

A properly qualified auditor or auditors shall be appointed and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act and the *Corporations Act*.

66. GIVING OF NOTICES

The Association may give notice to any Director or Member:

- (a) by sending it by post to the address of the Director as notified to the Board or the address for the Member in the register of members or

the alternative address (if any) nominated by the Director or Member;
or

- (b) by sending it to the facsimile number or electronic address (if any) nominated by the Director or by the Member.

Any notice sent by post is taken to have been given two days after it is posted. Any notice sent by facsimile or other electronic means is taken to be given on the business day after it is sent.

67. **EXTENT OF INDEMNITY**

The Association will indemnify (either directly or through one or more interposed entities) any person who is or has been a Director or Executive Officer of the Association and, if so resolved by the Board, the auditor of the Association, out of the funds of the Association against the following:

- (a) any liability to another person (other than the Association or a related body corporate) unless the liability arises out of conduct involving a lack of good faith or negligence;
- (b) any liability for costs and expenses incurred by that person:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Act save for any liability that arises from the negligence of that person;

but only where the relevant liability has arisen whilst the person was acting in their capacity as Director, Executive Officer or, if applicable, auditor of the Association.

68. **BY-LAWS**

- (a) The Board may from time to time as circumstances dictate, formulate, interpret, adopt, make, alter and amend By-Laws for the proper advancement, management and administration of the Association, the advancement of the Objects as it thinks necessary or desirable. Such By-Laws must be consistent with this Constitution and are binding on all Members.
- (b) The Board shall bring to the notice of all Members all By-Laws and any formulation, interpretation, amendment, alteration and repeal of them. Notices are binding upon all Members.
- (c) All rules and By-Laws of the Association in force at the date of the approval of this Constitution shall continue in force under this Constitution until amended or repealed by the Board. All such rules and By-Laws are subject to, and are to be interpreted in accordance with this Constitution.

69. **DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of the Association (other than for the purposes of reconstruction or amalgamation) there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to some body or bodies having objects similar to the Objects and 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 **clause 5** of this Constitution. Such body or bodies to be determined by the Members at or before the time of dissolution, and in default thereof by such judge of a Supreme Court as may have or acquire jurisdiction in the matter.