



# **CONSTITUTION AND RULES OF THE PORT DOUGLAS DISTRICT COMBINED CLUB INC**

## Contents

### Constitution

1.	Name .....	5
2.	Address .....	5
3.	Definitions and Interpretation.....	5
4.	Objects.....	6
5.	Powers of the Board.....	7
6.	Classes of Membership.....	9
7.	Membership.....	14
8.	Membership Fees .....	14
9.	Admission and Rejection of Members.....	15
10.	Cessation, Termination or Suspension of Membership .....	16
11.	Appeal against termination, suspension or rejection of membership .....	18
12.	Removal of Member.....	18
13.	Register of Members.....	19
14.	Membership of Board.....	19
15.	Election of Board .....	20
16.	Disqualification of Board Members.....	21
17.	Vacancies on the Board.....	22
18.	Functions of the Board.....	22
19.	Meeting of the Board.....	22
20.	Minutes of Management Committee meetings .....	23
21.	Formation of Sub Committee .....	23
22.	Validity of Board Actions .....	24
23.	Resolution of Board .....	24
24.	Annual General Meeting .....	24
25.	Special General Meeting.....	25
26.	General Meeting .....	25
27.	Minutes of General Meetings .....	25
28.	Notice of Meetings .....	25
29.	Voting .....	25
30.	Disorderly conduct at meetings of the Club .....	26
31.	Quorum.....	26
32.	Visitors.....	26
33.	Liquor and Gaming Supply Restriction .....	27
34.	Duties of President and Vice President.....	27
35.	Duties of General Manager/Secretary.....	27
36.	Duties of Treasurer .....	27

37.	Indemnity .....	28
38.	Proceeding Valid.....	28
39.	Funds and Accounts .....	28
40.	Documents .....	29
41.	By-laws .....	29
42.	Trade Union Act.....	29
43.	Alteration and amendments to Constitution and Notices of Motion.....	29
44.	Common Seal .....	30
45.	Reprimanding Club Employees .....	30
46.	Politics and Religion.....	30
47.	Removal and Damage of Club Property .....	30
48.	Club Not To Be Used for Business.....	30
49.	Distribution of Surplus Assets .....	30
50.	Payment to Officers and Employees .....	31
51.	Minors.....	31
52.	Objection to Validity of Vote .....	31
53.	Natural Justice .....	31



# CONSTITUTION OF PORT DOUGLAS DISTRICT COMBINED CLUBS INC

## 1. Name

- 1.1 The name of the Incorporated Association will be known as the "Port Douglas District Combined Clubs", (referred to as "the Club").

## 2. Address

- 2.1 The place of office of the Club is 7 Ashford Avenue, Port Douglas, Queensland, 4877 and any other address the Board may determine.

## 3. Definitions and Interpretation

### 3.1 Definitions

- (1) **Agent** means any person acting in the capacity of another senior officer of the Club;
- (2) **Annual General Meeting** means the general meeting held each year as required by the Constitution;
- (3) **Board** means the Management Committee Members elected under clause 14 and will be referred to as **The Board**;
- (4) **By-Laws** means the By-Laws of the Club;
- (5) **Club** means the Port Douglas District Combined Clubs Inc.;
- (6) **Club House** means the premises situated at 7 Ashford Avenue, Port Douglas, Queensland and Newell Road, Newell Beach, Queensland or any other premises as the Board may determine;
- (7) **Executive** means the President, Vice President, and Treasurer.
- (8) **Gaming Act** means the *Gaming Machine Act 1991* (Qld) including any associated or delegated legislation;
- (9) **Gaming Licence** means the gaming machine licence number 1376 held under the Gaming Act entitling the Club to operate electronic gaming machines at the Club House;
- (10) **General Manager** means the general manager of the Club and the Secretary for the purpose of the Associations Incorporation Act 1981 appointed on the terms and conditions determined by the Board;
- (11) **Licensed Area** means the area detailed on the Liquor Licences and/or the Gaming Licences in which the Club is permitted under the Liquor Act and the Gaming Act respectively to provide services to Members which include the sale of liquor and the conduct of gaming respectively;
- (12) **Liquor Act** means the *Liquor Act 1992* (Qld) and any associated or

delegated legislation;

- (13) **Liquor Licence** means the Club Liquor Licence No. 85618 and Club Liquor Licence No. 79973 held by the Club in relation to the Club House;
- (14) **Member** means a person who has been duly accepted by the Board in accordance with the Constitution and who has paid the Club all current fees, subscription, charges and other fees;
- (15) **Notice Board** means the electronic notice board provided throughout the Club House on which notice for the information of members and guests is posted;
- (16) **Ordinary Member** means a person who has been admitted as a Life, Social, Golfing, Senior Golfing or Intermediate Golfing member of the Club;
- (17) **Regulations** or **Rules** means any advice, direction or instruction not being a By-Law, issued by the Board under the provisions of the Constitution or the By-Laws for the guidance of members and others;
- (18) **Secretary** means the Secretary of the Club appointed as the General Manager under this Constitution;

### **3.2 Interpretation**

- (1) Words importing a gender will include any gender.
- (2) Months mean calendar months.
- (3) Writing or written, includes, printing or other modes of reproduction.
- (4) Books can mean computer files or any other form of record keeping.

## **4. Objects**

### **4.1** The objects of the Club will be:

- (1) to provide and maintain Club House facilities for Members and guests;
- (2) to establish and maintain amenities for the benefits, social comfort and advancement of its members;
- (3) the participation in all categories of accredited sporting activities (on such conditions as the Association via the Association generally or via the Board may organise from time to time), including but not limited to golf, fishing, boating and marine sports in the Dickson Inlet, estuaries and waters surrounding the Douglas Shire;
- (4) To raise funds for the benefit of the Club and for donation to approved sporting, charitable, patriotic, community purposes and other not for profit causes;
- (5) to affiliate with any other body possessing like aims and objects

upon such terms and conditions as may be mutually agreed;

- (6) to maximise the facilities available to members or their guests at or around the Club House, which may include, but is not limited to, the following types of facilities:-
  - (a) function/conference facilities;
  - (b) sporting or recreational facilities;
- (7) to do all other acts and things as are incidental or conducive to the attainment of the foregoing objects.

## **5. Powers of The Board**

**5.1** The powers of the Board are, either singularly or in a partnership or joint venture:

- (1) to manage the funds and other assets and liabilities of the Club;
- (2) to subscribe to, become a member of, and co-operate with, any other association, club or organisation, whose objects are altogether or in part similar to those of the Club, provided that the Club will not subscribe to or support with its funds any club, an association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under clause 39.9 of this Constitution;
- (3) to buy, sell and deal in all kinds of chattels, commodities and provisions, both liquid and solid, for the Members of the Club or persons, frequenting the Club;
- (4) to purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects in this Club; provided that in case the Club will take or hold any property which may be subjected to any trusts the Club will only deal with the same in such manner as is allowed by law having regard to such trusts;
- (5) to enter into any arrangements with any Government or authority that are incidental or conducive to the attainment of the objects and exercise of the powers of the Club; to obtain from any such Government or authority any rights, privileges or concessions which the Club may think it is desirable to obtain and to arrangements, rights, privileges or concessions;
- (6) to appoint, employ, remove or suspend employees and other persons as may be necessary or convenient for the purpose of the Club;
- (7) to remunerate any person, or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing of any unsecured notes, debentures, or other securities of the Club, or in about the Club or promotion of the Club or in the furtherance of its objects;

- (8) to construct, improve, maintain, develop, work, manage, carry out, alter or control any house, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club interest, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control for any amount up to \$250,000.00;
- (9) to invest and deal with the money of the Club not immediately required in such a manner as may from time to time be thought fit;
- (10) to take, or otherwise acquire, and hold shares, debentures or other securities of any other company or body corporate;
- (11) to lend and advance money or give credit to any person or body corporate, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
- (12) to borrow or raise money either alone or jointly with any other person or legal entity in such a manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any monies and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the Club's property or assist present or future and to purchase, redeem or pay-off any such securities;
- (13) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable to transferable instruments;
- (14) to take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Club but subject always to the provision in clause 5.1(4) of this Constitution;
- (15) to take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club in the shape of donations, annual subscriptions or otherwise;
- (16) to print and publish any newspaper, periodicals, books or leaflets that the Club may think desirable for the promotions of its objects;
- (17) to amalgamate with any one or more clubs or associations having objects together or in part similar to those of the Club and which will prohibit the distributions of its income and property among its members to an extent at least as great as that imposed upon the Club under clause 39.9;
- (18) to enter into an agreement to manage any one or more clubs or associations having objects together or in part similar to those of the Club and which will prohibit the distributions of its income and property among its members to an extent at least as great as that



imposed upon the Club under clause 39.9;

- (19) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of the Club to any one of the clubs or associations with which the Club is authorised to amalgamate;
- (20) to transfer all or any part of the property, assets, liabilities and engagements of the Club to any one or more of the clubs or associations with which the Club is authorised to amalgamate;
- (21) to make donations for patriotic, charitable or community purposes;
- (22) to transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged;
- (23) to determine the hours during which the Club will be open to Members and will be empowered to close it on such days and for such times as deemed necessary or desirable; and
- (24) to do all such other things as are incidental or conducive to the attainment of the objects and the exercise of other powers of the Club, subject to any legal or Government conditions or laws.

## **6. Classes of Membership**

**6.1** The membership of the Club will consist of the following classes of membership:

- (1) Life members;
- (2) Social members;
- (3) Golfing members;
- (4) Senior Golfing members;
- (5) Country Golfing members;
- (6) Intermediate Golfing members;
- (7) Junior Golfing members;
- (8) Junior members;
- (9) Short Term Social members;
- (10) Temporary members.

## **6.2 Life Members**

- (1) A person will be eligible for life membership if a financial member of the Club, and who, in the opinion of the Board:
  - (a) has rendered at least 10 years continuous outstanding and valuable services to the Club;

- (b) has served in any capacity on the Board for a minimum of three years; and
- (c) has, at an Annual General Meeting been proposed as a Life Member,

provided that no person will be appointed a Life Member except on the recommendation of the Board at an Annual General Meeting.

### **6.3 Social Members**

- (1) Social Membership of the Club will be given to persons who:
  - (a) have attained the age of eighteen years or the minimum age that the *Liquor Act* provides;
  - (b) are of good character and repute; and
  - (c) subscribe to the objects of the Club.
- (2) Social Members will have full access to the Clubhouse and amenities, are eligible to vote or hold office, will have the rights, privileges, duties and responsibilities as determined by the Board and may attend general meetings.
- (3) Social Members may not take part in any game of golf except on payment of the appropriate fee as determined by the Board from time to time.
- (4) Social Membership may be given at a rate determined by the Board.

### **6.4 Golfing Members**

- (1) Golfing Membership of the Club will be given to persons who:
  - (a) have attained the age of eighteen years;
  - (b) are of good character and repute; and
  - (c) subscribe to the objects of the Club.
- (2) Golfing Members will have full access to the Clubhouse and amenities, are eligible to vote or hold office, will have the rights, privileges, duties and responsibilities as determined by the Board and may attend general meetings.
- (3) Golfing Members will have full access to the golf course and participate in competitions as set down by the Board from time to time.
- (4) Golfing Membership may be given at a rate determined by the Board.

## **6.5 Senior Golfing Members**

- (1) Senior Golfing Membership of the Club will be given to persons who:
  - (a) have attained the age of sixty five years;
  - (b) ceased full time employment;
  - (c) have been a golfing member of the Club for a least five years prior;
- (2) Senior Golfing Members will have full access to the Clubhouse and amenities, are eligible to vote or hold office, will have the rights, privileges, duties and responsibilities as determined by the Board and may attend general meetings.
- (3) Senior Golfing Members will have full access to the golf course and participate in competitions as set down by the Board from time to time.
- (4) Senior Golfing Membership may be given at a rate determined by the Board.

## **6.6 Country Golfing Members**

- (1) Country Golfing Membership of the Club will be given to persons who:
  - (a) is a member of a recognised Golf Club;
  - (b) resides in excess of 100 kilometres from the Club;
- (2) Country Golfing Members will have full access to the Clubhouse and amenities.
- (3) Country Golfing Members will be ineligible to vote, attend General Meeting or hold office, but in all other respects will have the rights, privileges, duties and responsibilities as determined by the Board.
- (4) Country Golfing Members will have restricted access to the golf course and competitions as set down by the Board from time to time.
- (5) Golfing Membership may be given at a rate determined by the Board.

## **6.7 Intermediate Golfing Members**

- (1) Intermediate Golfing Membership of the Club will be given to persons who:
  - (a) who have attained the age of eighteen but have not yet attained the age of twenty five years;
  - (b) are of good character and repute;

- (c) subscribe to the objects of the Club;
- (2) Intermediate Golfing Members will have full access to the Clubhouse and amenities, are eligible to vote or hold office, will have the rights, privileges, duties and responsibilities as determined by the Board and may attend general meetings.
- (3) Intermediate Golfing Members will have full access to the golf course and participate in competitions as set down by the Board from time to time.
- (4) Intermediate Golfing Membership may be given at a rate determined by the Board.

### **6.8 Junior Golfing Members**

- (1) Junior Golfing Membership of the Club will be given to persons who:
  - (a) who have not attained the age of eighteen;
  - (b) are of good character and repute;
  - (c) have their application signed by their guardian;
- (2) Junior Golfing Members will have restricted access to the Clubhouse and amenities.
- (3) Junior Golfing Members will be ineligible to vote, attend General Meeting or hold office, but in all other respects will have the rights, privileges, duties and responsibilities as determined by the Board.
- (4) Junior Golfing Members will have restricted access to the golf course and competitions as set down by the Board from time to time.
- (5) Junior Golfing Membership may be given at a rate determined by the Board.

### **6.9 Junior Members**

- (1) Junior Membership of the Club will be given to persons who:
  - (a) have not attained the age of eighteen;
  - (b) wish to participate in sporting activities organised by the Club from time to time;
  - (c) are of good character and repute;
  - (d) have their application signed by their guardian;
- (2) Junior Members will have restricted access to the Clubhouse and amenities.
- (3) Junior Members will be ineligible to vote, attend General Meeting or

hold office, but in all other respects will have the rights, privileges, duties and responsibilities as determined by the Board.

- (4) Junior Membership may be given at a rate determined by the Board.

#### **6.10 Short Term Social Members**

- (1) Short Term Social Membership of the Club may be given for a designated two month period to persons who:
  - (a) have attained the age of eighteen years or the minimum age that the *Liquor Act* provides;
  - (b) are of good character and repute;
  - (c) subscribe to the objects of the Club; and
  - (d) whose principal place of residence is located outside the Douglas Shire.
- (2) Short Term Social Members will be ineligible to vote, attend any General Meeting or hold office, but in all other respects will have the rights, privileges, duties and responsibilities as determined by the Board.
- (3) Short Term Social membership may be given at a rate determined by the Board.

#### **6.11 Temporary Membership**

- (1) The following persons may be admitted to the Club as Temporary Members:
  - (a) overseas, interstate visitors and all affiliate Queensland Club members for a period of one day at a time only;
  - (b) an intrastate visitor whose principal place of residence is located at least 15 kms from the Club (or such other distance as is prescribed in the *Liquor Act*) for a period of one day at a time only;
  - (c) members of other clubs and their guests, provided that the appropriate reciprocal rights are in force with those clubs, for a period of one day at a time only;
  - (d) persons who have made application for membership of the Club who have also paid the prescribed application fee, during the period they are waiting a decision from the General Manager or the Board, for a period not exceeding 30 days from the date of receipt of the application; and
  - (e) members of a sporting team or attendees of a private function visiting the Club for the purpose of taking part in sporting competitions or social functions, for the days of the competitions or functions only.

- (2) To be eligible for one of the above categories some adequate form of proof is to be produced to confirm status as determined by the General Manager.

## **6.12 Membership Cards/Badges**

Each member will receive a Membership Card issued by the General Manager or Board when his or her annual subscription is paid, and will be required to produce the Membership Card on request by any person authorised by the Board or the General Manager. Life Members will receive a Life Membership Card and/or Badge when elected.

All persons having become Members of the Club will be eligible to join and take part in the internal and sporting groups of the Club subject to payment of the appropriate fees and/or charges.

- 6.13** The number of Members of each class will be unlimited. However, the Board at its discretion may fix a maximum number for each class.
- 6.14** No Short Term Social Member, Country Member or Temporary Member, nor any minor, nor any applicant on whom Interim Membership may be conferred, shall be entitled to attend or vote at any meeting of the Club.

## **7. Membership**

- 7.1** Application for Ordinary Membership of the Club must be proposed by one Ordinary member of the club and seconded by another Ordinary member of the club. Such application must be in writing in a form as determined by the Board and signed by the applicant, proposer and seconder. Every application for all other forms of Membership, other than Life Membership and Temporary Membership, must be in writing in a form as determined by the Board and signed by the applicant.
- 7.2** No Ordinary or Life member is entitled to any benefit or advantage from the Club which is not shared equally by every Ordinary or Life member, unless provided for in this Constitution. However, any individual Member, irrespective of his or her class of Membership, except Temporary member, is entitled to receive a benefit or advantage from the Club based upon or determined by the individual Member's use of and/or expenditure at the Club's gaming, restaurant, bar or other facilities.

## **8. Membership Fees**

- 8.1** The membership fees for each class of membership, except Life Members, will be in the sum and payable at the time and in the manner as the Board determines.
- 8.2** Life Members will be free of all charges and fees.
- 8.3** A financial member is a member who has paid his or her current subscription and has not had his or her membership terminated.
- 8.4** The Club's financial year for membership will end on 30 June in each year.
- 8.5** If any member fails to pay his or her annual subscription by the last day of July, he or she ceases to be a member and his or her name and number will be deleted from the list of members. However, the Board will have the

power of extending the time for payment at its discretion for good and sufficient cause.

- 8.6** Members whose membership has lapsed for a duration longer than that stated in clause 8.5 may, with the payment of the appropriate fee, have their membership renewed.

## **9. Admission and Rejection of Members**

- 9.1** The particulars of all applications for Membership of the Club will, promptly upon the making of the same, be entered in the order of time in which such applications are received by the General Manager of the Club, in the Proposed Members Register, to be kept by the General Manager or his or her agent (with every such entry setting out the full name and address of the applicant and the time and date of the receipt by the General Manager of the application).

- 9.2** Every application will be dealt with and determined in the order of priority in which it is so recorded. Subject to the above, an application for membership of the club may be postponed for not longer than 3 months and other such applications may be dealt with and determined during that period only if:

- (1) the membership in respect of which the postponed application is required to be dealt with and determined is kept open during the period of postponement; and
- (2) the postponed application is dealt with and determined immediately upon the expiration of the period of the postponement and in priority to any and every application then subsisting.

- 9.3** Upon receipt of the information required by Clause 7.1, the General Manager and the subcommittee as nominated by the Board may, subject to Clause 9.7, recommend the admission or rejection of the application for Membership.

- 9.4** The General Manager or his or her agent will keep a register in which will be entered the time and date of the Board meetings at which the voting is carried out.

- 9.5** At the next meeting of the Board:

- (1) after the General Manager has advised that he/she has made a recommendation in relation to admission or rejection of an application for membership; or
- (2) if the General Manager has declined to recommend the admission or rejection of an application, after the receipt of any application and the fee applicable for any class of membership by the Board,

the application must be considered by the Board who must promptly determine upon the admission or rejection of the application, provided that the provisions of clauses 7.1 and 9.4 have been complied with.

- 9.6** Where the General Manager has made a recommendation under Clause 9.4, the Board may ratify that recommendation or overturn that recommendation at its discretion, by a majority of the votes of the members

of the Board present at the meeting at which the application is considered.

- 9.7** Where the General Manager has declined to make a recommendation in relation to an admission or rejection of an application for membership, the Board must determine an application on the basis that any applicant who receives a majority of the votes of the Members of the Board present at the meeting at which the application is being considered will be accepted as a Member of the class of Membership applied for.
- 9.8** Upon the ratification of the General Manager's recommendation for the acceptance of an application for any class of Membership by the Board, the application will be confirmed by the issuing of a membership card.
- 9.9** Upon the ratification of a recommendation by the General Manager for the rejection of an application for any class of Membership by the Board, the Secretary will promptly give the applicant notice in writing by mail of the rejection, without any obligation to provide a reason for the rejection.

## **10. Cessation, Termination or Suspension of Membership**

**10.1** Membership of the Club will be automatically terminated on:

- (1) the death or resignation of a Member;
- (2) where the Member is an employee, termination of the Member's employment by the Club (at the discretion of the General Manager) or as directed by the Board, or as otherwise determined by this Constitution.

A Member may resign from the Club at any time by giving notice in writing to the Secretary. Such resignation will take effect at the time the notice is received by the Secretary, unless a later date is specified in the notice, in which case, the resignation will take effect on that later date.

**10.2** Subject to Clause 10.4, if the General Manager, on receipt by the General Manager of a written complaint against a Member, is satisfied that the Member:

- (1) has been convicted of an indictable offence; or
- (2) has failed to comply with any of the provisions of the Constitution; or
- (3) has membership fees in arrears for a period of 2 months or more; or
- (4) has conducted himself or herself in a manner considered to be injurious or prejudicial to the reputation or interests of the Club,

the General Manager may suspend or terminate that Member's membership.

**10.3** Within 14 days of the decision of the General Manager to suspend a Member's membership, the General Manager must give notice in writing by mail to the Member of the suspension and the member must be advised of the provisions of clause 11.1.

**10.4** The General Manager must refer all recommendations for termination under Clause 10.2 for Board consideration prior to giving notice in writing



by mail to the Member of the termination and advised of the provisions of clause 11.1.

**10.5** The General Manager may decide to refer the consideration of a written complaint against a Member received by him to the Board, or to a General Meeting of the Club.

**10.6** If the General Manager decides that the complaint against the Member should be referred to the Board, then the Secretary must convene a meeting of the Board within 14 days of notice from the General Manager.

**10.7** In a meeting of the Board called under clause 10.6, the Board may either:

- (1) determine that a Member's Membership should be terminated or suspended; or
- (2) refer the consideration of the complaint to a General Meeting of the Club.

**10.8** The Secretary must convene a General Meeting within 1 month of the receipt of written notice from:

- (1) the General Manager under clause 10.4; or
- (2) the Board under Clause 10.7(2)

that the General Manager or the Board respectively requires a General Meeting of the Club.

**10.9** At any General Meeting convened pursuant to Clause 10.5 or Clause 10.8(2), the relevant Member must be given the opportunity to fully present his or her case in person and the Members present at the meeting and entitled to vote will decide whether the relevant membership is to be terminated or suspended because he/she has conducted himself/herself in a manner considered to be injurious or prejudicial to the interests or reputation of the Club.

**10.10** At the General Meeting convened under Clause 10.5 or Clause 10.8(2), if the majority vote of the Members present at the meeting and entitled to vote is for the relevant Member's membership to be terminated, then the membership must be terminated immediately upon the relevant Member receiving written notice from the Secretary that his/her membership has been terminated. If the majority vote for the Members present at the meeting and entitled to vote is for the relevant Member's membership to be suspended, then the membership must be suspended for that period as is determined by a majority vote of the Members present at the meeting and entitled to vote, with the period of suspension to commence immediately upon the relevant Member receiving written notice from the Secretary that his/her membership has been suspended for a specified period.

**10.11** Any decision made under Clause 10.10 is final.

**10.12** Immediately upon a person ceasing to be a Member of the Club for any reason, the person will forfeit all rights (at the General Managers discretion) as a Member of the Club and will not be permitted to enter the Club as a guest.

## **11. Appeal against termination, suspension or rejection of membership**

**11.1** Any person whose membership of the Club has been terminated or suspended by the General Manager under clause 10.2 or the Board under clause 10.7(1), or whose application for Membership has been rejected may within 1 month of receipt of written notice thereof lodge with the Secretary a written appeal against the decision of the General Manager or the Board, as the case may be.

**11.2** If a person whose membership of the Club has been suspended or terminated pursuant to clause 10.2 wishes to appeal that decision the appeal must in the first instance be referred to the Board.

**11.3** The Board must place such written appeal made under clause 11.2 on the agenda at its next monthly meeting to determine the appeal. At that meeting the appellant must be given the opportunity to fully present his or her case in person, and the General Manager must likewise have the opportunity of presenting his/her case.

**11.4** In a meeting of the Board called under clause 11.3, the Board may either:

- (1) determine that the Member's Membership should be terminated or suspended; or
- (2) determine that Member's Membership should not be terminated or suspended.

**11.5** If the appellant is not satisfied with the Board's decision, the appellant may refer his or her appeal to a General Meeting.

**11.6** If a person whose membership of the Club has been suspended or terminated pursuant to clause 10.7(1) or 11.4 and wishes to appeal that decision the Secretary must convene a General Meeting within 2 months of the date of receipt of such written appeal under clause 11.1 to determine the appeal. At that meeting the appellant must be given the opportunity to fully present his or her case in person and the General Manager, or the Board (through 1 or more of its Members), must likewise have the opportunity of presenting its case.

**11.7** The appeal must be determined by the vote of the Members present at the meeting and entitled to vote, and:

- (1) If a majority vote for dismissal of the appeal, the decision of the Board will continue in force and effect; or
- (2) Otherwise, the decision of the Board may be revoked or varied in such manner as the meeting may determine.

**11.8** The decision of the meeting is final.

## **12. Removal of Member**

**12.1** Any person infringing the Constitution or the By-laws made under the Constitution and whose conduct is, in the opinion of the General Manager or his agent, or the Board, not in the interests of the members may be immediately removed from the Club. The General Manager will determine the suspension on behalf of the Board and the Member is suspended

immediately. The member then has the right to appeal against the suspension set at the next board meeting.

**12.2** A register of suspended members is to be kept at Reception.

### **13. Register of Members**

**13.1** The Board will cause a Record of Members to be kept in which will be entered the names and both email and residential addresses of all persons admitted to membership of the Club, their class of membership, membership number and the dates of their admission.

**13.2** Particulars will be entered into the records of deaths, resignations, terminations and reinstatements of membership and any further particulars the Board may require.

### **14. Membership of Board**

**14.1** The Board will consist of a President, Vice President, Treasurer and 4 other Members, all of whom must be Ordinary or Life members of the Club.

**14.2** All members of the Board will be elected for a period of two years.

**14.3** At the Annual General Meeting of the Club, at least half the Members of the Board must retire from office, but will be eligible upon nomination for re-election.

**14.4** The Board must be elected as follows:-

(1) No person with a spouse employed at this club shall be a candidate, by nomination, for election to the Board and no person employed at this club shall be a candidate, by nomination, for election to the Board. No person with a spouse employed at the club shall hold office as a Board Member and no person employed at the club shall hold Office as a Board Member.

**14.5** Any 2 Ordinary or Life Members of the Club will be at liberty to nominate and second any other Ordinary or Life Member to be a member of the Board, to fill the balance of the remaining positions on the Board.

**14.6** Any nomination for the Board must be in writing and signed by the Member and his/her proposer and seconder, and must be lodged with the Secretary at least 21 days before the Annual General Meeting at which the election is to take place. The proposer of any nomination must supply a recommendation which includes details of any relevant experience in the field for the position nominated.

**14.7** An alphabetical list by surname of the candidates' names, with the proposer's and seconder's name, must be posted on the Club's Website, Notice Board or in a conspicuous place in the office, or usual place of meeting of the Club House for at least 7 days immediately preceding the Annual General Meeting.

**14.8** Balloting lists must be prepared (if necessary) containing the names of the candidates in alphabetical list by surname and each voting Member present at the Annual General Meeting will be entitled to vote for any number of the candidates not exceeding the number of vacant positions.

- 14.9** If there are an insufficient number of candidates nominated by the commencement of the meeting, then nominations may be taken from the floor of the meeting.
- 14.10** Any Member of the Board may resign from membership of the Board at any time by giving notice in writing to the Secretary, and the resignation will take effect at the time the notice is received by the Secretary unless a later date is specified in the notice that it will take effect on that later date.
- 14.11** Any Member of the Board who fails to attend any 3 consecutive meetings without leave of absence being granted or an apology to the Secretary being tendered will be deemed to have disqualified himself or herself from the Board.
- 14.12** All Members of the Board will have equal voting rights at all meetings. The President will be entitled to a casting vote as per rule 33.1
- 14.13** A Member of the Board may be removed from office at a General Meeting of the Club, but must be given the opportunity to fully present his or her case. The question of removal will be determined by the vote of the Members present at the General Meeting, who are entitled to vote.
- 14.14** Board Members must agree that any matters discussed and considered Commercial in Confidence will remain so. Contravention of this rule may result in the suspension or removal of the Board Member, subject to clause 14.13.

## **15. Election of Board**

- 15.1** Except as otherwise provided in this Constitution, all members of the Board will remain in office unless a vacancy occurs by reason of their resignation, death, removal or expulsion until the Annual General Meeting of the Club, when, subject to clause 14.2, they will retire but will be eligible for re-election. The Secretary will be responsible for having the nominations placed on the Notice Board during the seven (7) days after receipt.
- 15.2** In all cases of a contested election, Ordinary and Life members will be issued with ballot papers. The ballot paper will be in a form approved by the Board and members will indicate their preference for each of the candidates for the first contested positions shown on the ballot paper by placing a cross in the square against the name of the candidate he or she most favours to fill the position. Members will indicate their preference for the candidate for each of the other contested positions, if any, similarly. That part of any ballot paper not completed in accordance with this clause will be invalid. The Board, prior to the issue of the ballot papers, will appoint the General Manager as the returning officer and two scrutineers to conduct the ballot. The returning officer will at the close of the ballot add the number of crosses shown in the squares against each of the candidates on all of the formal ballot papers and will prepare a list showing the number of crosses obtained by each candidate for each position. The returning officer will hand such list to the Chairman at the Annual General Meeting.
- 15.3** The Chairman will consider the nominations for the office of President, Vice President, and Treasurer in that order. If there is only one nomination for any office, the Chairman will declare the nominee elected for that office at

the Annual General Meeting. In filling contested Board positions the Chairman will consider the votes secured by each candidate that has not already been elected, and ensure that clause 14 of this Constitution is not infringed so that the number of persons declared elected is in accordance with clause 14.1. Where it is necessary to choose between 2 or more candidates with equal votes, a second ballot will be held and if the vote remains tied the names of the candidates with equal votes are to be placed in a hat and the first name to be drawn out by the Chairman of the meeting at the time shall be deemed to be the successful candidate.

**15.4** In the event of no nominations being received in writing for one or more of the offices of the Club and in the event of insufficient nominations being received for the position of Board members, the Chairman of the Annual General Meeting will at the meeting invite nominations, and the meeting will proceed to fill the vacancies by ballot where necessary subject always to the provisions of the clause 14 of this Constitution. If no nominations are received at the meeting the vacancies will be filled by the Board subject to the provisions of clause 14 of this Constitution.

**15.5** A member nominated for any Board position who is unable to attend the meeting owing to such circumstances that prohibit them from attending may stand for the position if voted upon by the majority of the members attending the Annual General Meeting.

## **16. Disqualification of Board Members**

**16.1** The office of a Board Member will be declared vacant by a resolution of the Board if:

- (1) he or she is an undischarged bankrupt;
- (2) he or she becomes prohibited from being a Board Member by reason of any order made under this Constitution;
- (3) he or she resigns the office in writing to the Board;
- (4) he or she fails without leave of absence to attend more than 3 consecutive duly constituted Meetings of the Board; without apology,
- (5) he or she is directly or indirectly interested within the meaning of the Constitution in any contract with the Club or participates in the profits of any contract with the Club;
- (6) he or she ceases to be a Member of the Club;
- (7) in the opinion of the Board he or she has been guilty of conduct unbecoming of a member of the Club or detrimental to the reputation and interest of the Club and subject to Clause 55.1.

**16.2** The Board must be perceived to act with ethics and without conflict of interest, which is not in the best interests of the majority of the Club. However, a Board Member will not be required to vacate his or her office by reason of his or her membership of any company, firm, society or association which has entered into contracts with or done work for the Club if he or she has declared the nature of his or her interest in the manner as required by this Constitution.

**17. Vacancies on the Board**

**17.1** The Board may at any time appoint any Ordinary member or Life Member of the Club to fill any casual vacancy on the Board until the next Annual General Meeting provided that clause 14 of this Constitution is not infringed.

**17.2** The continuing members of the Board may act notwithstanding any casual vacancy on the Board, but if and so long as their number is reduced below the number fixed under this Constitution as the necessary quorum of the Board, the continuing member or members may act only for the purpose of increasing the number of members of the Board to that number or by summoning a General Meeting of the Club, but for no other purpose.

**18. Functions of the Board**

**18.1** Except as otherwise provided in this Constitution and subject to resolution of the members of the Club carried at any General Meeting of the Club, the Board:

- (1) will have the general control and management of the administration of the affairs, property and funds of the Club;
- (2) will have the authority to interpret the meaning of this Constitution and any matter relating to the Club on which this Constitution is silent, and
- (3) will be responsible for the appointment of the General Manager and the setting of his or her salary; and
- (4) will set the salaries of the other Senior Managers in conjunction with the General Manager, on an annual basis or as otherwise indicated.
- (5) and the General Manager will set staff salaries up to and including \$60,000 pa, along with any increases in industry wage reviews or CPI for the following subsequent years. Anything above this at any time must be approved by the Board in conjunction with the General Manager.

**18.2** The Board will exercise all the powers of the Club:

- (1) to borrow, raise or secure the payment of money in such a manner as the members of the Club may think fit and secure the same payment of performance of any debt, liability, contract, guarantee or other engagement incurred or be entered into the Club in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Club property, both present and future, and to purchase, redeem or pay off any such securities; and
- (2) to invest in such manner as the members of the Club may from time to time determine.

**19. Meeting of the Board**

**19.1** The Board will meet at least once every calendar month to exercise its functions, and more often when required in the best interests of the Club.

**19.2** The Board must consult with the General Manager to inform itself of any relevant management or operational issues before each monthly meeting under clause 19.1. The General Manager will attend each Board meeting at a time determined by the Board.

**19.3** A Special Meeting of the Board will be convened by the Secretary.

(1) on the requisition in writing signed by not less than one-third of the members of the Board, which requisition will clearly state the reason why such special meeting is being convened and the nature of the business to be transacted; or

(2) on the direction of the Executive.

**19.4** At every meeting of the Board a simple majority of a number equal to the number of members elected and/or appointed to the Board as at the close of the last Annual General Meeting of the members, will constitute a quorum.

**19.5** Subject to the other clauses of this Constitution, the Board may meet and regulate its proceedings as it thinks fit, provided that questions arising at any meeting of the Board will be decided by a majority of votes and, in the case of equality of votes, the President will exercise a casting vote.

**19.6** A member of the Board is not to vote in respect of any contract with the Club in which he or she is interested, or any matter arising there from, and if he or she does vote, his or her vote will not be counted.

**19.7** The President will preside as Chairman at every meeting of the Board, or if there is no President, or in any meeting he or she is not present, within 10 minutes after the time appointed for holding a meeting, a Vice President will be Chairman or, if he or she is not present at the meeting, then the members may choose one of their number to be Chairman of the meeting.

**19.8** If within half an hour from the time appointed for the commencement of the Board meeting a quorum is not present, the meeting will be held in 1 weeks' time at the same place and time of day and those present will then be deemed to form a quorum.

**19.9** The Board at its first meeting after the Annual General Meeting will formally appoint a Solicitor for the Club.

## **20. Minutes of Management Committee Meetings**

**20.1** The Secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each management committee meeting are entered into a minute book.

**20.2** To ensure that accuracy of the minutes, the minutes of each management committee meeting must be signed by the chairperson of the meeting, or the chairperson of the next management committee meeting, verifying their accuracy.

## **21. Formation of Sub Committee**

**21.1** The Board may delegate any of its powers to a Sub Committee consisting of two or more persons, who may include the General Manager and the

other or others of whom shall be a member or members of the Club as the Board determines. Any Sub Committee so formed will in the execution of the powers so delegated conform to any regulations that may be imposed on it by the Board.

- 21.2** A Sub Committee may elect a Chairman of its meeting. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members may choose one of their number to be Chairman of the meeting.
- 21.3** A Sub Committee may meet and adjourn as it thinks proper. Questions arising at any meeting will be determined by a majority of votes of the members present and, in the case of equality of votes, the question will be deemed to be decided in the status quo.
- 21.4** Such Sub Committee shall submit Minutes of all meetings and report to each meeting of the Board the steps and action taken by it between one meeting of the Board and the next meeting thereof.
- 21.5** All Sports Club must have an appointed Sub Committee.

## **22. Validity of Board Actions**

**22.1** All acts done by any meeting of the Board or of a Sub Committee or by any person acting as a member of the Board will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Board or person acting aforesaid or that the members of the Board or any of them disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board.

## **23. Resolution of Board**

- 23.1** A resolution in writing signed by all members of the Board for the time being entitled to receive notice of a meeting of the Board will be valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in identical terms, each signed by all members of the Board available at the time.

## **24. Annual General Meeting**

- 24.1** The Annual General Meeting of the Club will be held on the third Sunday of October each year, unless extenuating circumstances decided by the Board do exist but in any event, not more than 4 months after the end of the Club's financial year. The President will submit a report and the Treasurer the financial statements for the year ending 30 June and any other business of the Club may be transacted. At this meeting, subject to Clause 14, the Office-bearers of the Club and other members of the Board, will be elected. A copy of the financial statements and reports will be available for perusal by any Ordinary and Life Member who is a Financial Member in accordance with this Constitution at least 21 days prior to the meeting.
- 24.2** Notice of such meeting will be given 21 days prior by notification as laid down in Clause 26.



**24.3** The Members at the Annual General Meeting will formally appoint an Auditor for the Club for that year.

**24.4** The Members at the Annual General Meeting will formally appoint a Patron for the Club for that year.

**25. Special General Meeting**

**25.1** A Special General Meeting may be called by the Board and the President or in his or her absence a Vice President will be bound to call a special general meeting within 21 days of receipt by the Secretary of a requisition to do so signed by no fewer than 5% of the total number of Members who are entitled to vote at a General Meeting, stating the objects of the meeting.

**25.2** Notice of such meeting will be given 21 days prior by notification as laid down in Clause 26.

**26. General Meeting**

**26.1** A General Meeting may be called by the Board at any time for the purpose of the Board reporting to Club members of happenings and events within the Club and accepting suggestions and recommendations from the Club members for the welfare and benefit of the Club and will accept Notices of Motion as per Clause 44. Any proposal should be ratified by the Board at their next Meeting.

**27. Minutes of General Meetings**

**27.1** The Secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each general meeting are entered in a minute book.

**27.2** To ensure that accuracy of the minutes, the minutes of each general meeting must be signed by the chairperson of the meeting, or the chairperson of the next general meeting, verifying their accuracy.

**27.3** If asked by a member of the association, the secretary must, within 28 days after the request is made:

- (1) make the minute book for a particular general meeting available for inspection by the member at a mutually agreed time and place; and
- (2) give the member copies of the minutes of the meeting.

**27.4** The association may require the member to pay the reasonable costs of providing copies of the minutes.

**28. Notice of Meetings**

**28.1** Notice to members of all meetings of the Club will be by electronic means, including but not limited to emails, website, Facebook and Notice Board.

**29. Voting**

**29.1** Except as otherwise provided in this Constitution all matters that require to be voted on at a General Meeting will be by show of hands of those present

and eligible to vote. There will be no Proxy or Postal voting.

### **30. Disorderly conduct at meetings of the Club**

**30.1** At any meeting of the Club, the President may report to the meeting that a Member has committed an offence if a Member:

- (1) persistently and wilfully obstructs the business of any meeting;
- (2) is guilty of disorderly conduct;
- (3) uses objectionable words and refuses to withdraw those words; or
- (4) persistently and wilfully disregards the authority of the Chairman.

**30.2** When any Member is subject to a report pursuant to Clause 30.1, he or she will be called upon to stand in his or her place and make any explanation or apology, and afterwards, a motion may be moved "that the Member be suspended for the sitting of the meeting". No amendment, adjournment or debate will be allowed on such a motion, which will be immediately put by the Chairman.

**30.3** If any Member is suspended, the suspension will be for the remainder of that meeting, subject to the provisions of Clause 53.1.

### **31. Quorum**

**31.1** The number of Members required to constitute a quorum for any General Meeting is double the number of Members currently on the Board, plus 1.

**31.2** No business will be transacted at any General Meeting unless a quorum of Ordinary and Life Members is present at the time when the meeting proceeds to business.

**31.3** If within half an hour from the time appointed for the commencement of a General Meeting, a quorum is not present and the meeting was convened upon the requisition of Members of the Board or Members of the Club, then the meeting will lapse. In any other case it will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and, if at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the Ordinary and Life Members present will constitute a quorum.

**31.4** The Chairman may, with the consent of any 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, but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It will not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. Except, when a meeting is adjourned for thirty days or more, notice of the adjourned meeting will be given as the case of an original meeting.

### **32. Visitors**

**32.1** Members will have the right of introducing visitors to the Club subject to the

entry of such visitor's name and member's signature in a "Visitor's Register" provided for that purpose. A visitor will not remain upon the Club premises, after his or her introducer has left the Club, unless the visitor has been "re-signed in" in the "Visitor's Register" by another member.

**33. Liquor and Gaming Supply Restriction**

**33.1** Liquor will only be supplied to a person of the minimum age provided in the Liquor Act.

**33.2** The conduct of Gaming will only be available to a person of the minimum age provided in the Gaming Act.

**34. Duties of President**

**34.1** The President, if present, will take the chair at all meetings of the Club and of the Board. In the absence of the President, the Vice President will take the chair. If neither the President nor Vice President are available, the meeting will appoint a Chairman from the members present. The Chairman will, in addition to his primary vote, have a casting vote in the case of equality of votes. The President will relinquish the right of a casting vote if the President has either moved or seconded a motion. The President and Vice President will ensure that the decisions of the Club and the Board are implemented so that members are properly catered for and this Constitution is adhered to.

**35. Duties of General Manager/Secretary**

**35.1** The General Manager will be appointed for the term and on the conditions determined by the Board and will have the duties referred to in the Constitution and By-Laws and any other duties referred to him or her by the Board or the Members in General Meeting.

**35.2** The General Manager will be the Nominee of the Club Licence for the purposes of the Liquor Act and the Gaming Act respectively.

**35.3** The General Manager, in addition to his or her other duties as set out in this Constitution, will keep a list of members with their addresses, will issue membership cards and requisite notices of all Club and Board Meetings, will keep a faithful record of business transacted at all meetings and will keep books, records as may from time to time be required by the Liquor Act and Gaming Act and furnish all necessary returns or information to the Liquor Licensing Division or the Queensland Office of Gaming Regulation respectively. Should the Secretary be absent or ill the Board will have the power to invite and appoint any other member of the Club who qualifies under Clause 14 to act in his or her position.

**36. Duties of Treasurer**

**36.1** The Treasurer, in addition to his or her other duties as set out in this Constitution, will ensure a faithful record of income and expenditure of the Club and will report the financial position of the Club to the Board at least once a month. He or she will submit to the Annual General Meeting a statement of the accounts duly audited for the preceding year which will terminate on 30 June. Should the Treasurer be ill or absent or should he or she neglect or refuse to do anything required by this Constitution, the Board will have the power to invite and appoint any other member of the

Club who qualifies under Clause 14 to act in his or her position. The Board may require part or all of the Treasurer's duties to be carried out by the General Manager or his or her staff or agent.

**37. Indemnity**

**37.1** All Board Members will be indemnified out of funds of the Club against all losses and expenses incurred in the discharge of their duties except that which happens through their own wilful act or default. Each Board Member will be responsible only for so much money or property as he or she actually receives for or in the discharge of the business of the Club, and each one will be answerable for his or her own acts, neglects or defaults and not for those of any other person, nor for sufficiency of any security for money invested or of title to any estate or property acquired, nor for any loss or damage which may happen in the discharge of his or her duties unless the same happens through his or her own wilful neglect or default.

**38. Proceeding Valid**

**38.1** The accidental omission to give notice to Ordinary and Life Members, or the non-receipt through inadvertence, mischance or other cause, of any notice of an Annual or Extraordinary General Meeting, by Ordinary and Life Members, will not invalidate the proceedings of the meeting.

**39. Funds and Accounts**

**39.1** The funds of the club will be banked in the name of the Club in a bank determined by the Board.

**39.2** Proper books and accounts will be kept and maintained either in electronic, written or printed form in the English language showing correctly the financial affairs of the Club and the particulars usually shown in the books of like nature.

**39.3** All monies will be banked as soon as practicable after receipt.

**39.4** A negotiable instrument issued by the Club must be signed by any 2 of the following Club members:

- (1) The President;
- (2) The Treasurer;
- (3) General Manager; or
- (4) A member approved by the Club's Board for all gaming payouts only that is required under the Gaming Act.

**39.5** Payments of \$100 or more must be made by cheque or electronic funds transfer.

**39.6** Cheques will be crossed "Not Negotiable" except those in payment of wages, allowance or petty cash recouments which may be open.

**39.7** As soon as possible after the end of each Financial Year the Treasurer will cause to be prepared a statement containing particulars of:

- (1) the income and expenditure for the financial year just ended; and
- (2) the assets and liabilities and of all mortgage charges and securities affecting the property of the Club at the close of that year.

**39.8** All the statements are to be examined by the Auditor who will present a report upon such audit to the Treasurer prior to the holding of the Annual General Meeting next following the Financial Year in respect of which the audit was made.

**39.9** The income and property of the Club will be used and applied solely in promotion of its objects and in the exercise of its powers as set out in this Constitution and no portion will be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Club, provided that nothing will prevent the payment in good faith of interest to any member in respect of monies advanced by him or her to the Club or otherwise owing by the Club to him or her or of remuneration to any officer or employees of the Club or to any member of the Club or other person in return for any services actually rendered to the Club provided further that nothing herein contained will be constructed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable or proper charges of goods hired by the Club or reasonable and proper rent for premises demised or lent to the Club.

#### **40. Documents**

**40.1** The Board will provide for the safe custody of books, documents, instruments of title and securities of the Club.

#### **41. By-laws**

**41.1** The Board may make, amend or repeal by-laws not inconsistent with the provisions of the Liquor Act or the Gaming Act, for the internal management of the Club.

#### **42. Trade Union Act**

**42.1** The Club will not support with its funds any activity or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions which if any object of the Club would make it a Trade Union.

#### **43. Notices of Motion for Alteration and Amendments to Constitution**

**43.1** Subject to the provisions of the *Associations Incorporation Act* this Constitution may be amended, rescinded or added to by a special resolution carried at any General Meeting.

**43.2** Written notices, signed by two financial Ordinary or Life Members, of any proposed addition, deletion or amendment will be given to the Secretary not less than 30 days before the date of the General Meeting.

**43.3** The Board will decide the way in which the Notice must be given.

**43.4** A special resolution about which notice has not been given under this rule has no effect.

**43.5** The special resolution will be passed by 3/4 of the members present and eligible to vote at a general meeting of the Club. A declaration by the chair of the General Meeting that a resolution has been passed at the meeting by the votes of 3/4 of the members who are present and entitled to vote on the resolution is conclusive evidence of the fact, unless a poll is demanded at the meeting.

44.7 The Office of Fair Trading must be notified of all alterations and amendments to the Constitution. Any alteration or amendment to the Constitution will not come into effect until it has been registered with the Office of Fair Trading.

#### **44. Common Seal**

**44.1** The Board will provide for a Common Seal and for its safe custody. The Common Seal will only be used with the authority of the Board and every instrument to which the seal is affixed will be signed by a member of the Board and will be countersigned by the Secretary or by a second member of the Board or by some other person appointed by the Board for the purpose.

#### **45. Reprimanding Club Employees**

**45.1** No member is to reprimand an employee of the Club.

**45.2** Any complaint regarding an employee of the Club is to be addressed in writing to the General Manager of the Club.

#### **46. Politics and Religion**

**46.1** Discussion of party politics and religious subjects of a contentious nature will be discouraged.

#### **47. Removal and Damage of Club Property**

**47.1** No member will take away from the Club without approval of the Board or the General Manager any property of the Club. An offending member will pay the sum the Board determines for the replacement, repair or restoration of property so taken away, damaged or destroyed by him or her or any other visitor introduced by him or her.

#### **48. Club Not To Be Used for Business**

**48.1** No member will give the address of the Club in any advertisement or use the Club for business purposes.

#### **49. Distribution of Surplus Assets**

**49.1** If the Club is to be wound up in accordance with the provisions of the *Associations Incorporation Act 1981*, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same will prohibit the distribution among the members of the Club, but will be given or transferred to some other institution or institutions having objects similar to the objects of the Club, and which will prohibit the distribution of its or their income and property among its or their members. Such institution or institutions are to be determined by the members of the Club.

**50. Payment to Officers and Employees**

**50.1** The Club precludes the payment to an Employee of the Club of an amount by way of commission or allowance calculated by reference to the quantity of liquor sold or supplied by the Club, the receipts of the Club for such liquor or any direct or indirect amount calculated by reference to the turnover or net metered win of the Gaming Machines.

**51. Minors**

**51.1** No person under the age of 18 years will be permitted to be in the Gaming Machine Area or to operate Gaming Machines.

**51.2** Children of Members and their guests, may be admitted to the bar, lounge and dining room or other Club facilities, (excluding the gaming room), provided they are under the strict supervision of, and remain with and under the effective control of their parents or guardians at all times.

**51.3** No liquor will be sold or supplied to any person under the age of 18 years.

**51.4** No gaming machine will be available for use by any person under the age of 18 years.

**52. Objection to Validity of Vote**

**52.1** Subject to this Constitution, the Chairman will be sole and absolute judge as the validity of any vote cast on any question, and unless objection to the validity of any vote is raised immediately after the Chairman has declared the result of the vote there on its validity cannot be again raised at any subsequent stage of the meeting.

**53. Natural Justice**

**53.1** The club shall be bound by the rules of natural justice in adjudicating upon the rights of its members conferred by these rules.

