



# Royal South Yarra Lawn Tennis Club

## CONSTITUTION

Effective 15 November 2018

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## 1. GENERAL

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### 1.1 Definitions

The following definitions apply in this Constitution unless the context otherwise requires:

**Act** means the Corporations Act 2001 (C'th) and any legislative amendment or replacement, and references to provisions of the Act include references to corresponding provisions in any amending or replacing legislation.

**Adult Member** means a Member aged 18 years or more who has been elected to Adult Membership.

**Auditor** means the auditor of the Club from time to time.

**Business Day** means a weekday on which trading banks are open for business in Melbourne in the State.

**By-Laws** means the by-laws of the Club made in accordance with this Constitution, as amended from time to time.

**Captain** means a Voting Member appointed or elected to the office of captain of the Club in accordance with this Constitution.

**Club** means the company to which this Constitution applies and known as "Royal South Yarra Lawn Tennis Club".

**Clubhouse** means the building located on the Club's premises containing the administrative office of the Club and the members' changing facilities and lounge or any other building designated as the Clubhouse by the Committee from time to time.

**Committee** means the Committee Members for the time being assembled at a meeting in accordance with this Constitution and not being less than a quorum.

**Committee Member** means a Voting Member appointed or elected to the Committee in accordance with this Constitution, and includes Honorary Officers and the Immediate Past President.

**Committee Position** means the office or position of President, Vice-President, Captain, Honorary Treasurer, Honorary Secretary or Committee Member (being a Committee Member other than an Honorary Officer) but does not include the office or position of the Immediate Past President.

**Constitution** means the constitution of the Club, as amended from time to time.

**Entrance Fee** means the sum (if any) payable by a person on election to Membership, as fixed by the Committee from time to time.

**Financial Year** means a period commencing on 1 July and ending on the immediately following 30 June.

**General Meeting** means a meeting of Members.

**Honorary Officer** means a Voting Member holding the office of President, Vice-President, Captain, Honorary Treasurer or Honorary Secretary.

**Honorary Secretary** means a Voting Member appointed or elected to the office of Honorary Secretary of the Club in accordance with this Constitution.

**Honorary Treasurer** means a Voting Member appointed or elected to the office of Honorary Treasurer of the Club in accordance with this Constitution.

**Hospitality Facilities** means the facilities located on the Club's premises other than the Sports Facilities and the tennis courts.

**Immediate Past President** means the currently living Member who held office as President most recently prior to the election or appointment of the current President and who was not removed from such office in accordance with this Constitution.

**Junior Member** means a Member elected as a Junior Member when aged less than 18 years who has not been elected to Adult Membership.

**Member** means any person admitted to Membership in accordance with this Constitution and whose name is entered in the Register and who remains a member of the Club, and where used without qualification includes a member of any class of Membership.

**Member Present** means, in connexion with a meeting, a Voting Member present at the venue or venues for the meeting in person or by proxy or by attorney.

**Membership** means membership of the Club.

**Membership Fees** means one or more of the fees referred to in clause 9 of this Constitution.

**Moneys payable to the Club** includes all or any part of:

- (a) the Entrance Fee due and payable;
- (b) the Subscription due and payable;
- (c) a Call due and payable;
- (d) an amount of liquidated damages due by a Member; and
- (e) a charge made to a Member's account (if any) with the Club, unless the charge has been disputed by the Member within 30 days of the Club providing written notice of such charge to the Member and the Club has then waived or varied the charge.

***President*** means a Voting Member appointed or elected to the office of President of the Club in accordance with this Constitution.

***Register*** means the register of Members maintained by the Club in accordance with the Act.

***Registered Address*** means the most recent residential address of a Member notified in writing by the Member to the Honorary Secretary and entered in the Register.

***Registered Office*** means the registered office of the Club.

***Resolution*** means a resolution of the Club passed in General Meeting other than a Special Resolution.

***Rule*** means a rule made by the Committee in accordance with the By-Laws.

***Seal*** means any common seal or duplicate common seal of the Club.

***Special Resolution*** means a special resolution as defined in the Act.

***Sponsor*** means a Member nominating, seconding, or acting as a referee for, a candidate for Membership.

***Sports Facilities*** means the swimming pool, gymnasium, squash courts and table tennis facilities (and such other facilities as may be specified in the By-Laws from time to time) located on the Club's premises, other than the tennis courts.

***State*** means the State of Victoria.

***Subscription*** means the sum (if any) payable annually by a Member, as fixed by the Committee from time to time.

***Subscription Year*** has the same meaning as Financial Year.

***Trustee*** means a trustee appointed in accordance with this Constitution.

***Vice-President*** means a Voting Member appointed or elected to the office of Vice-President of the Club in accordance with this Constitution.

***Visitor*** means a person who is not a Member and who is introduced onto the Club's premises by a Member in accordance with any conditions and restrictions contained in the By-Laws.

***Voting Member*** means an Adult Member who is also a Playing (other than Restricted Playing), Country, Life, Honorary Life or Special Non-Playing Member (as those expressions are used in clause 7).

***Year*** means any period of 12 months.

## **1.2 Interpretation**

Headings are for convenience only and do not affect interpretation of this Constitution.

The following rules of interpretation apply unless the context requires otherwise:

- (a) gender includes all genders;
- (b) the singular includes the plural and conversely;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (e) a reference to a clause, sub-clause, paragraph or sub-paragraph is a reference to a clause, sub-clause, paragraph or sub-paragraph of this Constitution;
- (f) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it;
- (g) the words 'includes' and 'including' are not words of limitation, and do not and must not be taken as detracting from the generality of any provisions of this Constitution; and
- (h) a reference to any act, thing or matter to be done in accordance with this Constitution is a reference to any act, thing or matter done in accordance with this Constitution which is not inconsistent with the Act.

## **2. REPLACEABLE RULES**

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The replaceable rules contained in the Act do not apply to the Club.

## **3. COMPANY LIMITED BY GUARANTEE**

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- (a) The Club is a company limited by guarantee.
- (b) The liability of Members is limited and each Member undertakes to contribute to the property of the Club if the Club is wound up while he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the Club's debts and liabilities contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required but not exceeding \$10.00.

#### **4. OBJECTS**

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The objects for which the Club is founded are:

- (a) to promote the game of lawn tennis and other athletic sports and pastimes;
- (b) to acquire land at Toorak or elsewhere and to lay out, prepare and maintain the same for lawn tennis and other purposes of the Club and to provide clubhouses, pavilions, lavatories, kitchens, refreshment rooms, workshops, stables, sheds and other conveniences in connection therewith and to furnish and maintain the same and to permit the same and the property of the Club to be used by members and other persons gratuitously or for payment;
- (c) to purchase, hire, make or provide against and maintain all kinds of horses, live stock, furniture, implements, tools, utensils, plate glass, linen, books papers, periodicals, stationery, cards, games and other things required or which may be conveniently used in connection with the grounds, clubhouses and other premises of the Club by persons frequenting the same whether members of the Club or not;
- (d) to obtain registration of the Club under the Licensing Acts of the State and to apply for renewal of the same and to apply for and hold any necessary or required permit under the said Acts and to apply for renewal of any such permit;
- (e) to buy, prepare, make, supply, sell and deal in all kinds of apparatus used in connection with lawn tennis and other athletic sports and all kinds of provisions and refreshments, liquid or solid, required or used by the Members or other persons frequenting the grounds, clubhouses or premises of the Club;
- (f) to purchase, take on lease or in exchange or otherwise acquire any lands, buildings, easements or property, real or personal, which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Club, and to sell demise, mortgage, give in exchange or dispose of the same;
- (g) to hire and employ secretaries, instructors, clerks, managers, servants and workmen and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities and pensions;
- (h) to promote and hold either alone or jointly with any other associations, clubs or persons athletic meetings, competitions and matches and to offer, give or contribute towards prizes, medals and awards and to promote, give or support dinners, balls and concerts;
- (i) to establish, promote or assist in establishing or promoting and to subscribe to or become a member of any other association or club whose objects are similar or

in part similar to the objects of the Club or the establishment or promotion of which may be beneficial to the Club;

- (j) 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;
- (k) to print and publish any newspapers, periodicals, books, programmes or leaflets that the Club may think desirable for the promotion of its objects or any of them;
- (l) to subscribe to any local or other charities and to grant donations for any public purpose and to provide a superannuation fund for the servants of the Club or otherwise to assist any such servants, their widows, children or dependents;
- (m) to invest and deal with the moneys of the Club not immediately required upon such securities and in such manner as may from time to time be determined;
- (n) to borrow money or raise and give security for money by the issue of or upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Club or by mortgage or charge upon all or any part of the property of the Club;
- (o) to do all such other lawful things as are incidental to or conducive to the attainment of the above objects.

## **5. ACTIONS AUTHORISED UNDER THE ACT**

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Where the Act authorises or permits a company to do any matter or thing if so authorised or permitted by its constitution, the Club is, and is to be, taken by this clause to be authorised or permitted to do that matter or thing, despite any other provisions of this Constitution.

## **6. MEMBERSHIP**

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### **6.1 Number of Members**

The number of Members from time to time will be determined by the Committee.

### **6.2 Qualification for Membership**

Subject to the other provisions of this Constitution, any natural person is eligible to be elected as a Member.

### **6.3 Classes of Membership and their Privileges**

Membership of the Club comprises the following classes of Membership and a person elected as a Member must be elected as a Member in one of the following classes:



- (a) Playing Member who must be an Adult Member. A Playing Member is entitled to:
  - (i) use the Club's tennis courts in accordance with the By-Laws;
  - (ii) use the Sports Facilities in accordance with the By-Laws;
  - (iii) use the Hospitality Facilities in accordance with the By-Laws;
  - (iv) elect Committee Members, and the Auditor; and
  - (v) attend and vote at all General Meetings.
- (b) Country Member who must be an Adult Member who complies with the requirements in sub-clause 8.5. A Country Member is entitled to:
  - (i) use the Club's tennis courts in accordance with the By-Laws;
  - (ii) use the Sports Facilities in accordance with the By-Laws;
  - (iii) use the Hospitality Facilities in accordance with the By-Laws;
  - (iv) elect Committee Members, and the Auditor; and
  - (v) attend and vote at all General Meetings.
- (c) Special Non-Playing Member who must be an Adult Member who complies with the requirements in sub-clause 8.4. A Special Non-Playing Member is entitled to:
  - (i) use the Sports Facilities in accordance with the By-Laws;
  - (ii) use the Hospitality Facilities in accordance with the By-Laws;
  - (iii) elect Committee Members, and the Auditor; and
  - (iv) attend and vote at all General Meetings.
- (d) Junior Playing Member who must be a Junior Member. A Junior Playing Member is entitled to:
  - (i) use the Club's tennis courts in accordance with the By-Laws;
  - (ii) use the Sports Facilities in accordance with the By-Laws;
  - (iii) use the Hospitality Facilities in accordance with the By-Laws; and
  - (iv) attend (but not vote) at all General Meetings.
- (e) Restricted Playing Member who must be an Adult Member. A Restricted Playing Member is entitled to:
  - (i) use the Club's tennis courts in accordance with the By-Laws;
  - (ii) use the Sports Facilities in accordance with the By-Laws;
  - (iii) use the Hospitality Facilities in accordance with the By-Laws; and
  - (iv) attend (but not vote) at all General Meetings.

A Restricted Playing Member is subject to any other rights or restrictions set out in the By-Laws.

- (f) Restricted Junior Playing Member who must be a Junior Member. A Restricted Junior Playing Member is entitled to:

- (i) use the Club's tennis courts in accordance with the By-Laws;
- (ii) use the Sports Facilities in accordance with the By-Laws;
- (iii) use the Hospitality Facilities in accordance with the By-Laws; and
- (iv) attend (but not vote) at all General Meetings.

A Restricted Junior Playing Member is subject to any other rights or restrictions set out in the By-Laws.

- (g) Non-Playing Member who must be an Adult Member. A Non-Playing Member is entitled to:

- (i) use the Sports Facilities in accordance with the By-Laws
- (ii) use the Hospitality Facilities in accordance with the By-Laws; and
- (iii) attend (but not vote) at all General Meetings.

A Non-Playing Member is subject to any other rights or restrictions set out in the By-Laws.

- (h) House Member who must be an Adult Member. A House Member is entitled to:

- (i) use the Hospitality Facilities in accordance with the By-Laws; and
- (ii) attend (but not vote) at all General Meetings.

A House Member is subject to any other rights or restrictions set out in the By-Laws.

- (i) Life Member who must be an Adult Member who is elected as a Life Member pursuant to sub-clause 7.3. A Life Member has all the privileges of a Playing Member.

- (j) Honorary Life Member who must be an Adult Member who is elected as an Honorary Life Member pursuant to sub-clause 7.4. An Honorary Life Member has all the privileges of a Playing Member.

- (k) Honorary Member who must be an Adult Member who is elected as an Honorary Member pursuant to sub-clause 7.5. An Honorary Member has all the privileges of a Playing Member, except that an Honorary Member:

- (i) may not attend or vote at any General Meeting; and
- (ii) does not have any right, title or interest to, or in, the property of the Club.

- (l) Temporary Member elected to Temporary Membership pursuant to sub-clause 7.6. A Temporary Member has the temporary privileges of one of the other classes of Membership to which they have been assigned by the Committee from time to time, except that a Temporary Member:
  - (i) must not be assigned the classification of, or registered as, a Voting Member, Life Member, Honorary Life Member or Honorary Member;
  - (ii) may not attend or vote at any General Meetings; and
  - (iii) does not have any right, title or interest to, or in the property of, the Club.
- (m) Absentee Member who must be either an Adult Member or a Junior Member who complies with the requirements in sub-clause 8.6. An Absentee Member is not entitled to exercise any of the privileges or to receive any of the benefits of Membership, except such privileges as may be provided in the By-Laws.
- (n) Subject to the By-Laws, all Members, except any Member referred to in paragraph (o), have the privilege of:
  - (i) being admitted to the Club's premises at all times they are open as provided by the By-Laws; and
  - (ii) introducing Visitors to the Club's premises in accordance with the By-Laws.
- (o) Any Member who is suspended in accordance with this Constitution is not entitled to exercise any of the privileges, or to receive any of the benefits, of Membership while so suspended.
- (p) The Committee may, from time to time, in its absolute discretion but subject to the requirements of this Constitution, resolve to admit further Members to any of the following classes of Membership:
  - (i) Special Non-Playing Membership;
  - (ii) Restricted Playing Membership;
  - (iii) Restricted Junior Playing Membership;
  - (iv) Non-Playing Membership;
  - (v) House Membership;
  - (vi) Life Membership; and
  - (vii) Honorary Membership.
- (q) No resolution of the Committee pursuant to paragraph (p) will affect the privileges of any Member admitted to a class of Membership prior to such resolution being passed.

#### **6.4 Register of Members**

- (a) The Honorary Secretary must keep the Register at the Registered Office. The Register must contain:
  - (i) the full name and Registered Address of each Member;
  - (ii) the date on which the entry of each Member's name is made; and
  - (iii) such other information as the Act may prescribe from time to time.
- (b) Each Member must notify any change in his or her Registered Address to the Club in writing and any such change of Registered Address will then be entered in the Register.
- (c) The Register is available for inspection by any Member. Copies of the Register must be provided to any Member in accordance with the Act.
- (d) Subject to compliance with the Privacy Act 1998 (C'th), the Committee may authorise the publication, including on the Club's website, to Members of information contained in the Register.
- (e) No Member may use any information contained in the Register other than in accordance with the Act.

### **7. ELECTION OF MEMBERS**

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#### **7.1 Election of Adult Members**

- (a) Admission to Membership, other than Membership as an Honorary Life Member, is by election by the Committee.
- (b) Each candidate for Membership must be:
  - (i) proposed in writing to the Committee by one Voting Member;
  - (ii) seconded in writing to the Committee by one Voting Member; and
  - (iii) sponsored in writing to the Committee by two Members as referees, neither of whom may be a Junior Member, Honorary Member, Temporary Member or Absentee Member.
- (c) The Sponsors must comply with the By-Laws relating to the sponsorship of candidates, including any additional requirements or restrictions as to who may sponsor a candidate, requirements as to information to be provided by the Sponsors or the candidate and requirements as to the form of the writing referred to in paragraph (b).
- (d) The Committee must consider for approval for election as a Member each candidate for Membership in respect of whom there has been compliance with

paragraphs (b) and (c). If approved by the Committee (“First Approval”) the name and address of the approved candidate and the names of the Sponsors must be exhibited prominently in the Club’s premises for a period of not less than 21 days commencing from a date determined by the Committee, being a date after that of the First Approval of that candidate by the Committee, and such details may otherwise be published to Members.

- (e) During the 21 day period referred to in paragraph (d) any Member who objects to a candidate may give notice in writing of the objection to the Honorary Secretary.
- (f) If no notice in writing of an objection is given in accordance with paragraph (e) the Committee must again consider the candidate for approval for election as a Member and the Committee may so approve the candidate (“Second Approval”).
- (g) If notice of an objection is given in accordance with paragraph (e) the Committee must consider the objection and again consider the candidate for approval for election as a Member and if, after making such enquiries as the Committee thinks fit, it considers:
  - (i) the objection well-founded or otherwise do not further approve the candidate, the Honorary Secretary must request the Sponsors in writing to withdraw the nomination of the candidate; or
  - (ii) the objection is not well founded the candidate may be given Second Approval by the Committee.
- (h) If the Sponsors fail to withdraw the nomination of the candidate as provided for in paragraph (g)(i), the Committee must again determine by resolution of the Committee whether the candidate is given Second Approval. In order for the resolution under this paragraph to be effective, the resolution for giving Second Approval must be passed by at least 75% of the votes cast by the Committee Members present at the Committee meeting and permitted to vote.
- (i) If the candidate is given Second Approval pursuant to paragraphs (f), (g)(ii) or (h) the name of the candidate is then placed on a waiting list for election to Membership kept by the Club.
- (j) At such time and in such order of priority as between candidates as the Committee determines, if the Committee is satisfied that there is no valid objection to a candidate, the Committee may elect to Membership a candidate

whose name is on the waiting list referred to in paragraph (i). The election must be in respect of a specific class of Membership.

- (k) The Committee is not obliged to give any reason for approving or not approving a candidate.
- (l) In this clause, “candidate” means a candidate for Membership.

## **7.2 Election of Junior Members to Adult Members**

- (a) A Junior Member may be elected an Adult Member by the Committee following attaining the age of 18 years.
- (b) The name and address of the Junior Member eligible for election as an Adult Member must be exhibited prominently in the Club’s premises for a period of not less than 21 days before the Junior Member is elected an Adult Member, and such details may otherwise be published to Members.
- (c) During the 21 day period referred to in paragraph (b) any Member who objects to a Junior Member being elected an Adult Member may give notice in writing of the objection to the Honorary Secretary.
- (d) If no notice in writing of an objection is given in accordance with paragraph (c) the Junior Member may be elected as an Adult Member by the Committee.
- (e) If notice of an objection is given in accordance with paragraph (c) the Committee must consider the objection and if, after making such enquiries as the Committee thinks fit, it considers:
  - (i) the objection well-founded or otherwise do not approve the Junior Member for Adult Membership, the Honorary Secretary must request those persons who acted as original Sponsors for the Junior Member to withdraw the nomination of the Junior Member; or
  - (ii) the objection is not well founded the Junior Member may be elected as an Adult Member by the Committee.
- (f) If the Sponsors fail to withdraw the nomination of the Junior Member as a candidate for Adult Membership as provided for in paragraph (e)(i), or if the Sponsors are no longer alive or are no longer Members, the Committee must determine by further resolution whether the Junior Member is elected an Adult Member. In order for the resolution under this paragraph to be effective, the resolution for election must be passed by at least 75% of the votes cast by the Committee Members present at the Committee meeting and permitted to vote.

### **7.3 Election of Life Members**

- (a) Sub-clauses 7.1 and 7.2 do not apply to the election of a Life Member.
- (b) This sub-clause 7.3 only applies:
  - (i) during such periods as the Club in General Meeting may determine;
  - (ii) to such specified number of Life Memberships as the Club in General Meeting may determine to make available; and
  - (iii) during such periods as such specified number is not filled, subject to any resolution of the Committee in accordance with sub-clause 6.3(p).
- (c) A Voting Member may make application in writing to the Honorary Secretary to be elected as a Life Member.
- (d) The Committee may elect as a Life Member any person who is a Voting Member but who is not a Life Member, to the extent permitted by paragraph (b).
- (e) Upon payment of the Life Membership fee by a Member so elected, that Member becomes and is entered in the Register as a Life Member.

### **7.4 Election of Honorary Life Members**

- (a) Sub-clauses 7.1 and 7.2 do not apply to the election of an Honorary Life Member.
- (b) A person who has conferred some signal benefit on the Club may be elected an Honorary Life Member by Special Resolution.
- (c) Upon the passing of the Special Resolution and the person consenting to become an Honorary Life Member the person so elected becomes, and is entered in the Register as, an Honorary Life Member.
- (d) The classification and dignity of Honorary Life Membership may be posthumously conferred by Special Resolution on a person who prior to that person's death was a Member but not an Honorary Life Member.

### **7.5 Election of Honorary Members**

- (a) Sub-clauses 7.1 and 7.2 do not apply to the election of Honorary Members.
- (b) The following persons may be elected by the Committee as Honorary Members:
  - (i) the Governor-General of the Commonwealth of Australia and the Governor of Victoria and their spouses (if any), for the term of their commissions or such other period as the Committee may determine; and

- (ii) any other person (except an Honorary Life Member) whom the Committee by resolution passed by all of those Committee Members present at the Committee Meeting and permitted to vote elects as an Honorary Member for a time specified by the Committee.
- (c) Upon the passing of the resolution of the Committee resolving to elect the person as an Honorary Member and the person consenting to become an Honorary Member the person becomes, and is entered in the Register as, an Honorary Member
- (d) The Committee may terminate the Membership of an Honorary Member at any time and such Honorary Member thereupon ceases to be a Member.

## **7.6 Election of Temporary Members**

- (a) Sub-clauses 7.1 and 7.2 do not apply to the election of a Temporary Member.
- (b) The Committee may elect as a Temporary Member for such period as the Committee may specify:
  - (i) a person ordinarily resident outside the State who is a member of a tennis club recognised by the Committee; or
  - (ii) a person resident in the Club's accommodation in connexion with that person's use of the Club's facilities; or
  - (iii) any other person by a resolution passed by all of those Committee Members present at the Committee Meeting and permitted to vote.
- (c) Temporary Members must pay the Subscription payable by the class of Members to which they have been assigned as varied or, in special circumstances, waived by the Committee.
- (d) The Committee may terminate the Membership of a Temporary Member at any time and such Temporary Member will thereupon cease to be a Member.
- (e) The Committee may delegate to such employee of the Club as it may determine the power to elect as Temporary Members the persons referred to in paragraph (b)(ii).

## **7.7 Enrolment of Members**

- (a) On the election of a person to Membership the Honorary Secretary must notify that person in writing of such election, the class of Membership to which that person has been elected and the Subscription and Entrance Fee payable (if any).



- (b) The Subscription and the Entrance Fee must be paid not later than 30 days after the giving of the notice of the election of the candidate referred to in paragraph (a) or as otherwise provided in this Constitution.
- (c) On payment of the Subscription and Entrance Fee such person is:
  - (i) deemed to be a person who has agreed to become a Member of the Club;
  - (ii) enrolled as a Member and placed on the Register;
  - (iii) entitled to the privileges and benefits of Membership; and
  - (iv) bound by this Constitution and the By-Laws.
- (d) If paragraph (b) is not complied with, such election must be cancelled unless the Committee decides otherwise.

## **8. CESSATION OF, RE-ELECTION TO AND CHANGES TO MEMBERSHIP**

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### **8.1 Cessation of Membership**

- (a) A Member may resign from Membership at any time by giving notice in writing to the Honorary Secretary and from the date of receipt of such notice by the Honorary Secretary the Member ceases to be a Member.
- (b) A Member automatically ceases to be a Member on the death of that Member.
- (c) In addition to paragraphs (a) and (b), a Member ceases to be a Member as otherwise provided for in this Constitution.
- (d) A Member who has ceased to be a Member is not entitled to, nor has, any claim upon any portion whatever of the property of the Club.
- (e) A Member who has ceased to be a Member remains liable to pay to the Club all Moneys payable to the Club by him or her at the time of ceasing to be a Member.
- (f) Any Member ceasing to be a Member must be removed from the Register forthwith.

### **8.2 Re-election to Membership**

- (a) Sub-clauses 7.1 and 7.2 do not apply to the re-election of persons to Membership.
- (b) A person who:
  - (i) resigned from Membership; or
  - (ii) ceased to be a Member other than by reason of expulsion;
 may make application for re-election to Membership in writing to the Honorary Secretary setting out:

- (A) the circumstances of the resignation or cessation of Membership; and
  - (B) the reason for applying for re-election to Membership.
- (c) From such date as the Committee may determine, the Committee may re-elect to Membership a person referred to in paragraph (b) on such terms and to such class of Membership (other than Honorary Life Membership) as the Committee thinks fit including as to the payment of any Membership Fees or any part thereof, provided such terms do not conflict with the terms set out in this Constitution.

### **8.3 Changes to Membership**

- (a) A Member who wishes to change that Member's class of Membership (other than a change to Honorary Life Membership or a change from Junior Member to Adult Member) may make application in writing to the Honorary Secretary setting out:
  - (i) the Member's eligibility for the class of Membership for which application is made; and
  - (ii) the reasons for so applying.
- (b) A Member may not make application to change that Member's class of Membership if the Member is in default of payment of any Moneys payable to the Club.
- (c) From such date as the Committee may determine, the Committee may approve the application of a Member under paragraph (a) and re-classify and so register that Member in the class of Membership for which application is made and otherwise on such terms as the Committee thinks fit, including as to the payment of any Membership Fees or any part thereof, provided such terms do not conflict with the terms set out in this Constitution.
- (d) Save as provided in sub-clauses 8.5 and 8.6 a re-classification of a Member's class of Membership may not be reversed. However, nothing prevents Member making further applications pursuant to this sub-clause 8.3.

### **8.4 Special Non-Playing Members**

An Adult Member who has been a Playing Member for a period of not less than 15 years continuously (including any period of absence on war service) may apply to

the Committee pursuant to sub-clause 8.3 to be classified and registered as a Special Non-Playing Member.

## **8.5 Country Members**

- (a) A Playing Member who satisfies the Committee, and continues to satisfy the Committee, that:
  - (i) such Member is permanently resident outside a radius of 80 kilometres from the Town Hall, Melbourne; and
  - (ii) such Member, though not falling within sub-paragraph (i), is permanently resident more than 80 kilometres by the shortest road-route from the Town Hall, Melbourne;may be classified and registered as a Country Member for the period of such permanent residence.
- (b) Immediately upon ceasing to reside in accordance with paragraph (a) a Country Member so classified pursuant to paragraph (a) must:
  - (i) give notice in writing to the Honorary Secretary of such cessation; and
  - (ii) pay to the Club any Moneys payable to the Club by such Member.
- (c) Upon such Member complying with paragraph (b) or upon the Committee ceasing to be satisfied that the Member complies with paragraph (a), the Committee may classify and register such Member as a Member holding the classification of Membership previously held or such other classification as such Member may apply for and the Committee may determine that Member is entitled to or eligible for.
- (d) A Member who does not comply with sub-paragraph (b) within two months of permanently ceasing to reside in accordance with sub-paragraph (a) thereupon ceases to be a Member, unless the Committee determines otherwise.

## **8.6 Absentee Members**

- (a) A Member who satisfies the Committee, and continues to satisfy the Committee, that the Member is:
  - (i) permanently resident outside the State; or
  - (ii) ordinarily resident in the State but is, or will be, absent from the State for a period of not less than six months;

may be classified and registered as an Absentee Member for the period of such permanent residence outside, or absence of not less than six months from, the State.

- (b) Immediately upon returning to permanently reside in the State or upon such absence ceasing, an Absentee Member so classified pursuant to paragraph (a) must:
  - (i) give notice in writing to the Honorary Secretary of such return or cessation; and
  - (ii) pay to the Club all Moneys payable to the Club.
- (c) Upon such Member complying with paragraph (b) or upon the Committee ceasing to be satisfied that the Member complies with paragraph (a), the Committee may classify and register the Member as holding the classification of Membership previously held or such other classification as the Member may apply for and the Committee may determine that Member is entitled to or eligible for.
- (d) A Member who does not comply with paragraph (b) within two months of returning to the State or such absence ceasing thereupon ceases to be a Member, unless the Committee determines otherwise.
- (e) An Adult Member:
  - (i) aged not more than 40 years; and
  - (ii) ordinarily resident in the State;may be classified and registered as an Absentee Member for a single continuous period of not more than five years (unless such period is extended by the Committee), provided that such period must expire not later than the commencement of the Subscription Year following the 40<sup>th</sup> birthday of the Member.
- (f) An Absentee Member so classified pursuant to paragraph (e) is not entitled to any of the privileges allowed in the By-Laws to Absentee Members so classified pursuant to paragraph (a).
- (g) Immediately upon the expiry of the period referred to in paragraph (e), an Absentee Member so classified must pay to the Club any Moneys payable to the Club.
- (h) Upon such Member complying with paragraph (g) the Committee may classify and register the Member as holding the classification of Membership previously

held or such other classification as the Member may apply for and the Committee may determine that Member is entitled to or eligible for.

## **9. MEMBERSHIP FEES**

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### **9.1 Entrance Fee**

- (a) The Committee will fix the Entrance Fee, to be paid by Members upon election to Membership.
- (b) No Member may be required to pay the Entrance Fee more than once and no person elected to Honorary Membership, Honorary Life Membership or Temporary Membership may be required to pay the Entrance Fee in consequence of his or her election to that class of Membership.
- (c) Except as hereinafter provided, the Entrance Fee payable by a Member is due and payable within 30 days of the Member being notified in writing by the Club of election to Membership.
- (d) Subject to paragraph (e) of this sub-clause, the Entrance Fee payable by an Adult Member aged not less than 25 years may be paid by:
  - (i) an instalment of 50% within 30 days of the Adult Member being notified in writing by the Club of election to Membership; and
  - (ii) an instalment of 50% not later than one year after the Adult Member is notified in writing by the Club of such election.
- (e) The Entrance Fee payable by an Adult Member aged 18 to 24 years inclusive may be paid by:
  - (i) an instalment of 40% within 30 days of the Adult Member being notified in writing by the Club of election to Membership; and
  - (ii) the balance by equal instalments not later than the commencement of the Subscription Years following each of the dates on which such Adult Member attains the ages of 21, 23 and 25 years which occur after election to Membership.
- (f) The Entrance Fee payable by a Junior Member may be paid by:
  - (i) an instalment of 20% within 30 days of the Junior Member being notified in writing by the Club of election to Membership; and
  - (ii) an instalment of 20% not later than the commencement of each of the Subscription Years following each of the dates on which such Junior

Member attains the ages of 18, 21, 23 and 25 years, notwithstanding that the Junior Member may then be an Adult Member.

- (g) Each instalment of the Entrance Fee referred to in paragraph (e) and (f) may be paid as to 50% when due and as to 50% not later than six months thereafter.
- (h) An Adult Member referred to in paragraphs (d) or (e) or a Junior Member referred to in paragraph (f) is deemed for the purposes of sub-clause 7.7 to have paid the Entrance Fee for so long as he or she makes payment of the instalments of the Entrance Fee in accordance with paragraphs (d), (e) and (f) (as applicable).
- (i) In special circumstances the Committee may vary or waive the Entrance Fee payable by any Member.

## **9.2 Subscription**

- (a) The Committee will fix the Subscription to be paid by Members in each class of Members referred to in sub-clause 6.3, except that no Subscription is payable by a Member elected a Life Member, Honorary Life Member or Honorary Member.
- (b) The Committee may fix a reduced or concessional Subscription for each of the following groups of Members:
  - (i) Playing Members aged 18 to 20 years inclusive;
  - (ii) Playing Members aged 21 to 25 years inclusive;
  - (iii) Playing Members aged 26 to 30 years inclusive;
  - (iv) Playing Members aged 65 years or more who have been a Member for a period of not less than 25 years continuously (including any period of absence on war service), provided that the Playing Member was admitted as a Member prior to 1 December 2019;
  - (v) Playing Members who have been a Member for a period of not less than 50 years continuously (including any period of absence on war service), provided that the Playing Member was admitted as a Member prior to 1 December 2019;
  - (vi) Playing Members who have been a Member for a period of not less than 60 years continuously (including any period of absence on war service), provided that the Playing Member was admitted as a Member prior to 1 December 2019;

- (iv) Restricted Playing Members aged 18 to 20 years inclusive;
  - (v) Restricted Playing members aged 21 to 25 years inclusive;
  - (vi) Restricted Playing Members aged 26 to 30 years inclusive;
  - (vii) Absentee Members aged 18 to 30 years inclusive;
  - (viii) Junior Members who are Absentee Members; and
  - (ix) Members with immediate family members who are also Members.
- (c) The Subscription payable by a Member is due and payable as follows:
- (i) on the first day of the Subscription Year for which it is fixed; or
  - (ii) by two instalments, one of 50% on the first day of the Subscription Year and one of 50% on the following first day of January;
- it being at the election of the Member as to which of paragraph (i) or (ii) applies in any particular Subscription Year.
- (d) If a Member elects to pay the Subscription in any particular Subscription Year by instalments as set out in paragraph (c)(ii) and fails to pay the first instalment within 30 days of the date it is due and payable, that Member is liable to pay the whole of the Subscription for that Subscription Year within 60 days of the first day of that Subscription Year .
- (e) A Member is deemed for the purposes of sub-clause 7.7 to have paid the Subscription in any particular Subscription Year for so long as he or she makes payment of the instalments of the Subscription in accordance with paragraph (c).
- (f) A Member suspended in accordance with this Constitution must pay the Subscription in accordance with this Constitution notwithstanding that such Member is not entitled to exercise any of the privileges or to receive any of the benefits of Membership while so suspended.
- (g) In special circumstances the Committee may vary or waive the payment of the Subscription payable by any Member.

### **9.3 Life Membership Fee**

The Club in General Meeting may from time to time fix the fee, and the time for payment of the fee, to be paid for Life Membership.

### **9.4 Call on Members**

- (a) The Club in General Meeting may resolve to make a call on Members (“a Call”).
- (b) A Call applies to:

- (i) those Members who are Members on the day the Club resolves to make the Call; or
- (ii) those Members identified by class of Member in the Resolution as liable to contribute.
- (c) The amount and terms of the payment of a Call and any reduction or concession in the case of a particular class of Member must be set forth in the Resolution.
- (d) No Call may be made upon, or be payable by, a person elected as an Honorary Life Member, Honorary Member or Temporary Member.

### **9.5 Non-Payment of Moneys Payable to the Club**

- (a) If Moneys payable to the Club by a Member remain unpaid for a period of 60 days after the date they become due and payable then, unless the Committee otherwise determines, the Member must also pay to the Club on account of liquidated damages an amount equal to the higher of:
  - (i) \$10.00; or
  - (ii) 10% of such moneys;
 for each month or part thereof that such moneys remain unpaid.
- (b) If Moneys payable to the Club by a Member remain unpaid for a period of 90 days after the date they become due and payable, the Committee may determine that such Member has ceased to be a Member as at the date of the determination or such later date as the Committee may specify.
- (c) A determination made in accordance with paragraph (b) does not affect the powers conferred by this Constitution or the entitlements at law of the Club to recover the Moneys payable to the Club by that Member.

## **10. MEETINGS OF THE CLUB**

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### **10.1 Power to Convene General Meetings**

- (a) The Committee may at any time convene a General Meeting.
- (b) The Committee must within 21 days of a request from:
  - (i) the President; or
  - (ii) five Committee Members; or
  - (iii) 100 Voting Members; or
  - (iv) Voting Members with at least five per cent of votes that may be cast at a General Meeting;



convene a General Meeting for any specific purpose, such General Meeting to be held not later than two months after such request is received.

- (c) Such request must:
  - (i) be in writing;
  - (ii) be signed by the person or persons making the request;
  - (iii) state the business for which the General Meeting is required;
  - (iv) state any Resolution or Special Resolution to be proposed; and
  - (v) be addressed to the Honorary Secretary;and is deemed to be given to the Honorary Secretary when it is received at the Registered Office.
- (d) If the Committee does not convene a General Meeting requested in accordance with this sub-clause the person or a majority of the persons who made the request may convene such meeting to be held not later than three months after the request is given.

## **10.2 Annual General Meetings**

The Club must hold an annual General Meeting between 1 July and 30 November in each year, for the following purposes:

- (a) to consider the Committee's report, the Auditor's report and the annual financial report for the preceding Financial Year;
- (b) to elect Committee Members and to appoint the Auditor (if required) in accordance with this Constitution;
- (c) to discuss or transact the general business of the Club;
- (d) to discuss and transact any special business of the Club, notice of the general nature of which has been given; and
- (e) to transact any other business which under this Constitution or the Act ought to be transacted at an annual General Meeting.

## **10.3 Notices of General Meetings**

- (a) A notice of General Meeting must:
  - (i) be given to Voting Members not less than 21 days before the General Meeting (subject to any allowance for shorter notice in the Act);
  - (ii) specify the place, the day and the hour of meeting;
  - (iii) state the general nature of the business to be transacted at the meeting;

- (iv) specify the general nature of any special business to be transacted at the meeting and any Special Resolution to be proposed; and
- (v) contain any other information required by the Act.
- (b) A notice of a General Meeting may be given by any of the means provided for in the Act or this Constitution.
- (c) The non-receipt of a notice convening a General Meeting by, or the accidental omission to give notice to, any person entitled to receive notice does not invalidate the proceedings at, or any Resolution or Special Resolution passed at, that General Meeting.

#### **10.4 Notice of Resolutions by Members**

- (a) A Voting Member who proposes:
  - (i) any business of an important or special nature to be considered by; or
  - (ii) to move any Resolution or Special Resolution at;
 a General Meeting must give notice to the Honorary Secretary not later than 60 days before the date of such General Meeting.
- (b) Such notice must:
  - (i) be in writing;
  - (ii) be signed by the Voting Member giving the notice and one other Voting Member, who seconds the proposal;
  - (iii) set out in concise terms the business to be considered; and
  - (iv) set out the wording of any proposed Resolution or Special Resolution such Voting Member proposes to move;
 and is deemed to be given to the Honorary Secretary when it is received at the Registered Office.
- (c) The business or Resolution or Special Resolution of which notice has been given pursuant to paragraph (a) must be considered at the next General Meeting that occurs more than two months after the notice is given.

#### **10.5 Quorum for General Meetings**

- (a) No business may be transacted at any General Meeting unless a quorum of Voting Members is present at the time when the General Meeting proceeds to business.
- (b) Except as otherwise provided for in this Constitution, 25 Voting Members constitutes a quorum.

#### **10.6 If Quorum Not Present**

If a quorum is not present within 30 minutes after the time appointed for the holding of the General Meeting:

- (a) where the General Meeting was convened in accordance with sub-clause 10.1(b), the proposed General Meeting is dissolved;
- (b) in any other case:
  - (i) the General Meeting stands adjourned to a day and at a time and place as the Committee decides or, if no decision is made, to the same day in the next week at the same time and place; and
  - (ii) if at the adjourned General Meeting a quorum is not present within 30 minutes after the time appointed for the General Meeting, those Voting Members who are present constitute a quorum and may transact the business for which the General Meeting was called.

#### **10.7 Chairman of General Meetings**

- (a) Subject to paragraph (b), the President or, in the President's absence, the Vice-President must preside as chairman at every General Meeting.
- (b) Where a General Meeting is held and the President or Vice-President is not present within 15 minutes after the time appointed for the General Meeting the Committee Members in attendance must choose one of their number to chair the General Meeting and if only one Committee Member is in attendance that Committee Member must chair, or decline to chair, the General Meeting.
- (c) In the absence of all Committee Members or if all of them in attendance decline to chair the General Meeting the Voting Members in attendance must choose one of their number to chair the General Meeting.

#### **10.8 Adjournments**

- (a) The chairman of any General Meeting may, with the consent of the General Meeting at which a quorum is present, and must if directed by the General Meeting, adjourn the General Meeting from time to time and from place to place.
- (b) No business may be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place.

- (c) When a General Meeting is adjourned for 30 days or more, notice of the adjourned General Meeting must be given by advertisement in a daily newspaper published in Melbourne not less than three days and not more than five days before the date to which such General Meeting is adjourned.
- (d) Except as provided by paragraph (c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting.

#### **10.9 Conduct of a General Meeting**

- (a) Subject to any By-Laws, the chairman of any General Meeting may give necessary:
  - (i) directions for the order of business, procedure or conduct of the General Meeting; and
  - (ii) interpretation of this Constitution or the By-Laws;
 and the ruling of the chairman of the General Meeting is final in that regard.
- (b) Any question requiring a decision must be in the form of a Resolution which must be submitted in writing and be proposed and seconded before being discussed.

#### **10.10 Voting at General Meetings**

- (a) Any Resolution or Special Resolution to be put to a vote at a General Meeting will be determined by a show of hands unless a poll is demanded or provided for in this sub-clause.
- (b) A declaration by the chairman of a General Meeting that a Resolution or Special Resolution has, on a show of hands, been carried or lost and an entry to that effect in the minutes of the General Meeting is taken as conclusive evidence of the fact without the need to state the number or proportion of the votes recorded in favour of or against the resolution.
- (c) A poll for a Resolution or Special Resolution may be demanded:
  - (i) by the chairman of the General Meeting;
  - (ii) by five Voting Members;
  - (iii) before a vote is taken or immediately after a voting result on a show of hands is declared; or
  - (iv) as otherwise provided for by the Act.

- (d) A poll must be taken on a Resolution for the expulsion of a Member from Membership.
- (e) A poll may not be demanded on a Resolution concerning the:
  - (i) election of the chairman of a General Meeting; or
  - (ii) adjournment of a General Meeting.
- (f) A demand for a poll may be withdrawn.

#### **10.11 Procedure for Poll**

- (a) Subject to any By-Laws, a poll must be taken in the manner and at the time the chairman of the General Meeting directs.
- (b) The result of the poll will be a Resolution or Special Resolution of the General Meeting at which the poll was taken.
- (c) The poll must be taken in such manner as the chairman directs and either at once or after an interval or adjournment.
- (d) The demand for a poll does not prevent a General Meeting from continuing for the transaction of any business other than that on which a poll has been demanded.

#### **10.12 Chairman's Casting Vote**

In the case of an equality of votes on a show of hands or on a poll, the chairman of the General Meeting has a casting vote in addition to a deliberative vote.

#### **10.13 Representation and Voting of Members**

Subject to this Constitution:

- (a) Voting Members entitled to attend and vote at General Meetings may attend and vote in person or by proxy or by attorney;
- (b) on a show of hands, every Voting Member present in person has one vote (and no further vote in respect of any proxy held by that Voting Member); and
- (c) on a poll, every Member Present has one vote.

#### **10.14 Restriction on Voting Rights - Unpaid Amounts**

A Voting Member is not entitled to vote at a General Meeting if at the time of the General Meeting such Member is in default in any payment of Moneys payable to the Club.

### **10.15 Challenges to Voting Rights**

- (a) A challenge (including one referred to in sub-clause 10.14) to a person's entitlement to vote may be raised only at the General Meeting or adjourned General Meeting at which the vote objected to is tendered. Any challenge must be raised prior to the vote being tendered.
- (b) Any challenge must be referred to the chairman of the General Meeting, whose decision is final.
- (c) A vote allowed after a challenge is valid for all purposes.

### **10.16 Proxies**

- (a) A Voting Member may appoint a proxy to attend and vote for the Voting Member at any General Meeting.
- (b) A proxy's authority to attend and vote for the Voting Member appointing the proxy is suspended while the Voting Member is present at the General Meeting.
- (c) An instrument appointing a proxy must:
  - (i) be in writing;
  - (ii) signed by the Voting Member, or signed by such a Voting Member under power of attorney;
  - (iii) state the full name, Registered Address, and Membership number of the Voting Member; and
  - (iv) state the General Meeting at which the appointment may be used.
- (d) The Committee has the power to prescribe the form of an instrument appointing a proxy from time to time. In the absence of a prescribed form of proxy, any instrument appointing a proxy which complies with the requirements contained in this Constitution is valid.
- (e) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument.
- (f) In the absence of any direction contained in the instrument appointing a proxy specifying the manner in which the proxy is to vote in respect of a particular resolution, the proxy may vote as the proxy thinks fit on any resolution.

### **10.17 Lodgement of Proxies**

- (a) For an instrument appointing a proxy to be valid, the instrument appointing the proxy must be received by the Club (at the Registered Office or at such other place as is specified for that purpose in the notice convening the General Meeting) not less than 48 hours before the time for holding the General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote.
- (b) For an instrument appointing an attorney to act on behalf of a Voting Member at all General Meetings, or at all such General Meetings for a specified period, to be effective the following documents must be received by the Club (at the Registered Office or at such other place as is specified for that purpose in the notice convening the General Meeting) not less than 48 hours before the time for holding the General Meeting or adjourned General Meeting at which the attorney proposes to vote:
  - (i) the power of attorney or a certified copy of that power of attorney; and
  - (ii) any evidence that the Club requires to establish the validity and non-revocation of that power of attorney.
- (c) The Club receives the documents referred to in paragraphs (a) and (b) when they are received at any of the following:
  - (i) the Registered Office;
  - (ii) a fax number at the Registered Office; or
  - (iii) a place, fax number or electronic address specified for the purpose in the notice of General Meeting.

### **10.18 Validity of Proxies**

A vote exercised in accordance with the terms of an instrument of proxy or a power of attorney is valid despite:

- (a) the previous death or unsoundness of mind of the appointing Member; or
- (b) the revocation of the instrument (or of the authority under which the instrument was executed) or the power;

if no notice in writing of the death, unsoundness of mind, or revocation has been received by the Club at the Registered Office before the commencement of the General Meeting or adjourned General Meeting at which the instrument is used or the power is exercised.

### **10.19 Where Proxy is Incomplete**

- (a) No instrument appointing a proxy will be treated as invalid merely because it does not contain:
  - (i) the address of the appointor or of a proxy;
  - (ii) the name of the office held by the proxy; or
  - (iii) in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.
- (b) Where the instrument does not specify the name of a proxy, the instrument is taken to have been given in favour of the chairman of the General Meeting.

## **11. COMMITTEE**

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### **11.1 The Committee**

Unless the Club in General Meeting otherwise resolves, the Committee will comprise 12 Committee Members, and be constituted as follows:

- (a) the five Honorary Officers;
- (b) the Immediate Past President; and
- (c) six other Voting Members.

### **11.2 Election and Removal of Committee Members by Resolution**

The Club may at any time in General Meeting:

- (a) remove a Committee Member by Resolution;
- (b) elect a Committee Member by Resolution (subject to the provisions of sub-clause 11.1).

### **11.3 Nomination and election of Committee Member**

- (a) A candidate for election to the Committee:
  - (i) must be a Voting Member;
  - (ii) must not be ineligible to be a director of a public company by reason of any provision of the Act;
  - (iii) must not be in default of the payment of any Moneys payable to the Club as at the date of the nomination of the candidate;
  - (iv) must signify in writing consent to the nomination; and
  - (v) may decline or withdraw the nomination.
- (b) The nomination of a candidate for election to the Committee must:
  - (i) be made in writing signed by two Voting Members;



- (ii) specify whether the nomination is for the office of an Honorary Officer (in which case stating which office) or for the office of Committee Member other than an Honorary Officer;
  - (iii) not be for more than one Committee Position; and
  - (iv) be received at the Registered Office not less than 30 days before the General Meeting at which an election to the Committee is to take place next following the nomination.
- (c) If the nomination is for the office of an Honorary Officer who is not required to retire in accordance with sub-clause 11.6, or who is not otherwise retiring or proposed to be removed, the nomination is void.
- (d) The name of each candidate nominated for election in accordance with paragraphs (a) to (c) and the names of those nominating the candidate must be posted in writing prominently in the Clubhouse not less than 28 days before the General Meeting next following the nomination, being a General Meeting at which an election to the Committee is to take place.
- (e) Candidates for election to the Committee will be declared elected by the chairman of the General Meeting following their nomination if there is no other candidate for the Committee Position for which the candidate is nominated.
- (f) If there are more candidates for election to a Committee Position than there are vacancies for that Committee Position, but not otherwise, there must be an election in accordance with the By-Laws.
- (g) The By-Laws must provide for an election by postal ballot if there be more candidates for election to a Committee Position than there are vacancies for that Committee Position.
- (h) In the case of an election by postal ballot, the electoral officer (being a senior employee of the Club appointed for that purpose by the Committee to conduct the ballot) must certify to the Honorary Secretary the votes polled by each of the candidates for election to the relevant Committee Position and the Honorary Secretary must report the result to the chairman of the General Meeting.
- (i) In the case of an election by postal ballot and two or more candidates for election to the Committee Position obtain an equal number of votes in the ballot, the chairman of the General Meeting following the ballot must exercise a casting vote in addition to his or her deliberative vote.

- (j) In the case of an election by postal ballot, the candidates obtaining the highest number of votes for each Committee Position being vacated are elected and, in the case of election for the Committee Position of Committee Member (other than Honorary Officer) where there is more than one Committee Position being vacated, then in descending order until the vacancies on the Committee have been filled.
- (k) In the case of an election by postal ballot, the chairman of the General Meeting following the ballot must declare which candidates have been elected to the Committee in accordance with this sub-clause.

#### **11.4 Nomination of Committee Members at a General Meeting**

- (a) If, at a General Meeting:
  - (i) no candidates are nominated in accordance with sub-clause 11.3; or
  - (ii) the number of candidates so nominated is insufficient to constitute the Committee in accordance with sub-clause 11.1;
 the Club in such General Meeting may nominate candidates for election to the vacant Committee Positions as are necessary to constitute or complete the constitution of the Committee, provided that any such candidate is a Voting Member.
- (b) Candidates for election to the Committee in accordance with this sub-clause must be declared elected by the chairman of that General Meeting if there are no other candidates for the Committee Position for which the candidate is nominated.
- (c) If there be more candidates for election to a Committee Position in accordance with this sub-clause than there are vacancies for that Committee Position, but not otherwise, there must be an election by ballot conducted at that General Meeting.
- (d) If there is an election at a General Meeting and two or more candidates for election to the Committee Position obtain an equal number of votes the chairman of the annual General Meeting must exercise a casting vote in addition to his or her deliberative vote.
- (e) In the case of an election at a General Meeting, the candidates obtaining the highest number of votes for each Committee Position being vacated are elected and, in the case of election for the Committee Position of Committee Member

(other than Honorary Officer) where there is more than one Committee Position vacated, then in descending order until the vacancies on the Committee have been filled.

- (f) In the case of an election at a General Meeting, the chairman of the annual General must declare which candidates have been elected to the Committee in accordance with this sub-clause.

#### **11.5 Casual Vacancies – Appointment of Committee Members**

- (a) The Committee may at any time appoint a Voting Member as a Committee Member to fill a casual vacancy on the Committee.
- (b) Notwithstanding one or more casual vacancies on the Committee, the Committee may act for the purpose of:
  - (i) filling such vacancies;
  - (ii) convening a General Meeting; and
  - (iii) dealing with an emergency.

#### **11.6 Retirement of Committee Members**

- (a) Paragraphs (b) to (e) do not apply to the Immediate Past President. The Immediate Past President holds office from the date he or she is succeeded as President until his or her successor ceases to hold the office of President.
- (b) Subject to the Act and this Constitution (including paragraph (d) of this clause), a Committee Member holds office until the end of the second annual General Meeting following that Committee Member's election or until he or she vacates office, whichever is the sooner.
- (c) A Committee Member appointed to a Committee Position under sub-clause 11.5 retires from office at the end of the first annual General Meeting following such appointment.
- (d) At every annual General Meeting not less than five Committee Members must retire from office and are eligible for election or re-election.
- (e) If at an annual General Meeting, the number of Committee Members retiring in accordance with sub-paragraphs (b) and (c) is less than five, the Committee must decide, by agreement or, if there be no agreement, by lot conducted by the Committee, which other Committee Members retire in order that at least five Committee Members retire.

### **11.7 Remuneration**

- (a) Subject to paragraph (b), a Committee Member must not be paid a fee for his or her service as a Committee Member.
- (b) Committee Members are entitled to be paid or reimbursed for all travel and other expenses properly incurred by them in connexion with the performance of their duties or otherwise in connexion with the business or affairs of the Club.
- (c) A Committee Member must not be engaged by, nor hold any office of employment or profit in, the Club in addition to holding office as a Committee Member.
- (d) Any amount paid under paragraph (b) must be approved by the Committee.

### **11.8 Vacation of Office of Committee Member**

In addition to the circumstances in which the office of a Committee Member may become vacant under the Act, such office becomes vacant if the Committee Member:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (b) prejudices, or is likely to prejudice, any licence which is reasonably necessary for the Club to carry on business including any liquor licence under the *Liquor Control Reform Act 1998* (Vic);
- (c) breaches this Constitution or a By-Law which renders such Committee Member liable to suspension of, or expulsion from, Membership;
- (d) fails to act in accordance with sub-clause 12.4;
- (e) is absent without the consent of the Committee from three consecutive meetings of the Committee;
- (f) ceases to be a Member; or
- (g) otherwise is prohibited or disqualified from holding, or removed from, office under the Act.

### **11.9 Transitional Provisions**

- (a) This sub-clause does not apply to the Immediate Past President.
- (b) Notwithstanding sub-clause 11.6:
  - (i) on the adoption of this Constitution, the Committee Members are those who at that time are Committee Members;
  - (ii) at the 2011 annual General Meeting all Committee Members must retire and an election will be held to fill the positions vacated;

- (iii) at the 2012 annual General Meeting each Committee Member holding the same Committee Position continuously from a date prior to the 2010 annual General Meeting (if any) must retire and an election will be held to fill the position vacated.

## **12. POWERS AND DUTIES OF THE COMMITTEE**

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### **12.1 General Power of the Committee**

The management and control of the affairs, business and undertakings of the Club are vested in the Committee. The Committee may exercise all the powers of the Club which are not, by the Act or this Constitution, required to be exercised by the Club in General Meeting.

### **12.2 Power to Make By-Laws**

- (a) The Committee has the power to make, amend and repeal By-Laws for the proper conduct and management of the Club, including By-Laws which regulate and prescribe:
  - (i) the use of the Club's tennis courts;
  - (ii) the use of the Sports Facilities;
  - (iii) the use of the Hospitality Facilities;
  - (iv) the designation of the Club's facilities as either Sports Facilities or Hospitality Facilities;
  - (v) the admission of Members and Visitors to the Club's premises or any part thereof;
  - (vi) the times the Club's premises or any part thereof may be available to, or used by, Members and Visitors;
  - (vii) the terms as to payment or otherwise of admission of Members and Visitors to participation in the benefit of any of the privileges of the Club and the use by, or supply to, Members and Visitors of any of the property of the Club;
  - (viii) the conduct of Members and Visitors;
  - (ix) the setting apart of any part or parts of the Club's premises for any particular purpose and the regulation of all games thereon;
  - (x) the procedure at General Meetings and meetings of the Committee;
  - (xi) the procedure by which polls may be taken;

- (xii) all matters required or proper to be prescribed for the conduct of, or associated with, the sponsorship of candidates for Membership and the election of Committee Members;
  - (xiii) generally any matters whatsoever necessary or desirable for the purposes of giving effect to the objects of the Club;
  - (xiv) all matters which from time to time may be authorised by, or required for compliance with the Liquor Control Reform Act 1998 (Vic); and
  - (xv) all matters which are commonly the subject matter of the rules of clubs.
- (b) All By-Laws are binding upon all Members as if forming part of this Constitution.
  - (c) The Committee will adopt such means as it deems sufficient to bring to the notice of Members all By-Laws made and their amendment or repeal.
  - (d) No By-Laws may be inconsistent with, or will affect, or repeal anything contained in this Constitution. Any By-Law may be set aside, in whole or in part, by Special Resolution.

### **12.3 Negotiable Instruments**

All negotiable instruments of the Club must be executed by the persons and in the manner that the Committee decides from time to time.

### **12.4 Disclosure of Interests**

- (a) A contract or arrangement made by the Club with a Committee Member or in which a Committee Member is in any way, directly or indirectly, interested is not avoided merely because the Committee Member is a party to or interested in it.
- (b) A Committee Member is not liable to account to the Club for any profit derived in respect of a matter in which the Committee Member has a material personal interest, merely because of the Committee Member's office or the fiduciary relationship it entails, if the Committee Member has:
  - (i) declared the Committee Member's interest in the matter as soon as practicable after the relevant facts have come to the Committee Member's knowledge; and
  - (ii) not contravened this Constitution or the Act in relation to the matter.
- (c) Each Committee Member will comply with the provisions of the Act regarding disclosures of interests.

- (d) Any such declaration by a Committee Member must be noted in the minutes of the meeting of the Committee at, or subsequent to, which it is made.
- (e) A Committee Member who has a material personal interest in a matter that relates to the affairs of the Club that is being considered at a meeting of the Committee must not be present while the matter is being considered at the meeting nor vote in respect of the matter, save as permitted by the Act.

### **13. PROCEEDINGS OF COMMITTEE**

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#### **13.1 Proceedings**

- (a) The Committee will meet as often as it deems necessary.
- (b) The Honorary Secretary may at any time, and must on the request of the President or any two Committee Members, convene a meeting of the Committee.

#### **13.2 Notice of Committee Meetings**

Reasonable written notice must be given to every Committee Member of the place, date and time of each meeting of the Committee. When a Committee Member is for the time being outside the State, it is not necessary to give such notice to such Committee Member.

#### **13.3 Quorum at Committee Meetings**

A quorum for any meeting of the Committee is five Committee Members.

#### **13.4 Chairman of Committee Meetings**

- (a) Subject to paragraph (b), the President or, in the President's absence, the Vice-President will preside as chairman at every meeting of the Committee.
- (b) Where a meeting of the Committee is held and the President or Vice-President is not present at the time when the meeting proceeds to business, the Committee Members in attendance must choose one of their number to chair the meeting.

#### **13.5 Proceedings at Meetings**

- (a) Except as expressly provided for in this Constitution, questions arising at a meeting of the Committee are decided by a majority of votes of Committee Members present and any such decision is for all purposes a decision of the Committee.

- (b) In the case of an equality of votes, the chairman of the meeting has a casting vote in addition to a deliberative vote.

### **13.6 Written Resolutions of Committee**

- (a) If a document:
  - (i) is sent to all Committee members within the State;
  - (ii) sets forth or identifies the terms of a resolution;
  - (iii) contains a statement that the signatories to it are in favour of that resolution; and
  - (iv) has been signed by a majority of such Committee Members;a resolution of the Committee in those terms is passed on the day on which, and at the time at which, the document was signed by a majority of such Committee Members and the document has effect as a minute of such resolution.
- (b) For the purposes of paragraph (a):
  - (i) two or more separate documents containing statements in identical terms each of which is signed by one or more Committee Members will together be taken to constitute one document containing a statement in those terms signed by those Committee Members at the time at which the last of those documents to be signed was signed by a Committee Member; and
  - (ii) a fax or email which is received by the Club and is sent for or on behalf of a Committee Member is taken to be a document signed by that Committee Member not later than the time of receipt of the fax or the email by the Club in legible form.

### **13.7 Minutes**

The Committee must cause minutes to be duly entered in books provided for that purpose of:

- (a) all appointments of officers of the Club;
- (b) all the names of the Committee Members present at each meeting of the Committee;
- (c) all proceedings and resolutions of General Meetings and resolutions of meetings of the Committee; and
- (d) all resolutions made in accordance with sub-clause 13.6;



and any such minutes if purporting to be signed by the chairman of such meeting or of the next succeeding meeting are receivable as prima facie evidence of the matters stated in such minutes.

### **13.8 Defects in Appointments**

- (a) All acts done by any meeting of the Committee or any person acting as a Committee Member are as valid as if each person was duly appointed and qualified to be a Committee Member.
- (b) Paragraph (a) applies even if it is afterwards discovered that there was some defect in the appointment of a person to be a Committee Member or to act as a Committee Member or that a person so appointed was disqualified.

## **14. DISCIPLINING OF MEMBERS**

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### **14.1 Damage to Club Property**

- (a) No Member or Visitor may:
  - (i) damage property of the Club; or
  - (ii) remove property of the Club from the Club's premises or retain such property without the consent of the Committee.
- (b) Any loss to the Club occasioned by a breach of this sub-clause by a Member or a Visitor may be assessed by the Committee and any such assessment of loss set forth as a sum of money is binding on that Member or the Member introducing the Visitor.
- (c) Any assessment of loss set forth as a sum of money and notified to that Member or the Member introducing the Visitor is payable forthwith as Moneys payable to the Club.

### **14.2 Dishonourable Conduct**

- (a) No Member or Visitor may engage in:
  - (i) unbecoming or dishonourable conduct; or
  - (ii) conduct in any way injurious to the character or interests of the Club.

### **14.3 Breaches of this Constitution or a by-Law or Other Conduct**

- (a) If the Committee determines that a Member has breached this Constitution or a By-Law on the Club's premises or elsewhere or that a Visitor has breached this Constitution or a By-Law on the Club's premises the Committee may discipline

the Member or the Member introducing the Visitor in accordance with this sub-clause.

- (b) The Committee may discipline a Member by taking one or more of the following steps:
  - (i) cautioning the Member;
  - (ii) reprimanding the Member;
  - (iii) fining the Member for each breach of this sub-clause a sum not exceeding an amount equal to 100% of the Subscription fixed for a Playing Member at the time the fine is imposed;
  - (iv) suspending the Member from Membership for such period of not more than six months as the Committee thinks fit; or
  - (v) expelling the Member from Membership in accordance with this Constitution.
- (c) The amount of any fine imposed on a Member in accordance with this sub-clause is payable forthwith as Moneys payable to the Club.

## **15. EXPULSION OF MEMBERS**

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**15.1** A Member may not be expelled from Membership except in accordance with this sub-clause and only if:

- (a) first, the Committee receives from another Member or the Honorary Secretary a charge against the Member:
  - (i) in writing and signed by the other Member or the Honorary Secretary; and
  - (ii) setting forth the particulars of the breach referred to in sub-clause 14.3 and the particulars of the alleged conduct on which the breach is based (“the Charge”);
- (b) secondly, the Committee has:
  - (i) considered the Charge referred to in paragraph (a); and
  - (ii) determined that the Charge, if sustained, could not be adequately dealt with by disciplining the Member in accordance with sub-clause 14.3 (other than sub-clause 14.3(b)(v));
- (c) thirdly, the Committee has:

- (i) convened a meeting of the Committee for the purpose of further considering the Charge;
- (ii) given reasonable notice in writing to the Member of the date, time and place of such meeting;
- (iii) provided a copy of the Charge to the Member; and
- (iv) given reasonable notice in writing to the Member that the Member may submit in writing a denial of, explanation of or excuse for the Charge and any other submission that he or she not be expelled from Membership or that the Member may attend the such meeting to make such submissions in person;
- (d) fourthly, the Committee has:
  - (i) conducted the meeting referred to in paragraph (c);
  - (ii) considered the submission, if any, of the Member provided in accordance with paragraph (c);
  - (iii) made such other investigation of the Charge as it thinks fit; and
  - (iv) determined that the Member has engaged in conduct warranting expulsion and that the Member be expelled from Membership;
- (e) fifthly, the Honorary Secretary has given the Member 14 days notice in writing of the determinations referred to in paragraph (d).

**15.2** If, at the expiration of the period of 14 days referred to in sub-clause 15.1(e), the Honorary Secretary has not received a request made in accordance with sub-clause 15.3 for the convening of a General Meeting for the purpose of the Member showing cause why he or she should not be expelled from Membership, the Member is thereupon expelled from Membership and ceases to be a Member.

**15.3** If, before the expiration of the period of 14 days referred to in sub-clause 15.1(e), the Honorary Secretary receives the request referred to in sub-clause 15.2:

- (a) the expulsion of the Member from Membership is stayed; and
- (b) the Committee must convene a General Meeting in accordance with this Constitution for the purpose of considering, and voting upon, a Resolution for the retention of the Member as a Member.

- 15.4** At a General Meeting convened for the purpose referred to in sub-clause 15.3:
- (a) if less than 60% of the votes cast are for the retention of the Member, the Member is thereupon expelled from Membership and ceases to be a Member;
  - (b) if 60% or more of the votes cast are for the retention of the Member, the Member is not expelled from Membership and the question of any, and if so what, disciplinary step is to be taken against the Member must be remitted to the Committee for determination in accordance with sub-clause 14.3(b), save that the Committee may not take the step of expelling the Member from Membership in respect of the Charge in question.

## **16. PROPERTY OF THE CLUB**

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### **16.1 Committee may appoint Trustee of the Club's Property**

- (a) The Committee may appoint one or more Members as Trustees of such property of the Club as cannot be conveniently vested in the Club itself.
- (b) The Committee may jointly with any donor, or with the approbation or sanction of such donor, appoint one or more Members as Trustees of any donation, gift or other property (conditional or unconditional) which may be made to the Club for the purpose of any specific object, purpose or benefit or for the Club or in aid of its general objects.
- (c) The Committee may also from time to time define the trusts and powers to be vested in the Trustee of any donation, gift or other property of the Club.
- (d) The Committee may from time to time remove or discharge any Trustee and supply another person or persons to fill any vacancy in the office and decide on the mode of investing or dealing with the moneys and investments of the Club.

### **16.2 Commission on Sale Not Permitted**

No payment or part-payment of any officer or employee of the Club may be made by way of commission or allowance from or upon the receipts of the Club for alcoholic drinks supplied.

### **16.3 Application of Income and Property**

- (a) Subject to paragraph (b), the profits (if any) or other income and property of the Club must be applied solely towards the aims and purposes of the Club and no portion may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.

- (b) Nothing in paragraph (a) prevents any payment in good faith by the Club of:
  - (i) reasonable and proper remuneration to any Member or officer or employee of the Club for any services actually rendered to the Club, as provided for in this Constitution;
  - (ii) reasonable and proper rent for premises let or demised by any Member to the Club; or
  - (iii) moneys to any Committee Member paid or reimbursed under sub-clause 11.7.

## **17. SEALS AND EXECUTING DOCUMENTS**

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- (a) The Club may have a common seal. If the Club has a common seal, it may also have a duplicate common seal.
- (b) The Seal may be used only by the authority of the Committee. Every document to which the Seal is affixed must be signed by not less than:
  - (i) two Committee Members; or
  - (ii) one Honorary Officer and some person appointed by the Committee for the purpose.
- (c) This clause does not limit the ways in which the Club may execute a document.

## **18. INSPECTION OF RECORDS**

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- (a) The Committee may permit a Member to inspect books of the Club to the extent, at the time and places and under the conditions the Committee considers appropriate.
- (b) A Member (other than a Committee Member) does not have the right to inspect any document of the Club except as provided by the Act or authorised by the Committee or by Resolution of the Club in General Meeting.

## **19. DISSOLUTION**

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If, on the winding up or dissolution of the Club by any means and for any reason, there remains any property after the satisfaction of all the Club's debts and liabilities, the property must not be paid to or distributed among the Members but must be given or transferred:

- (a) to one or more institutions, associations or bodies selected by the Members in General Meeting at or before the dissolution of the Club, having purposes

- similar to the objects of the Club and whose rules prohibit the distribution of its or their income and property among its or their members; or
- (b) if the Members do not make a selection pursuant to paragraph (a) for any reason, to one or more institutions, associations or bodies meeting the requirements of paragraph (a) selected by the Committee.

## **20. NOTICES**

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### **20.1 Notices Generally**

- (a) Any Member who has not left at, or sent to, the Registered Office a Registered Address at or to which all notices and documents of the Club may be served or sent is not entitled to receive any notice.
- (b) A notice may be given by the Club to any Member by:
- (i) serving it on the Member personally;
  - (ii) sending it by post to the Member or leaving it at the Member's Registered Address or the address supplied by the Member to the Club for the giving of notices;
  - (iii) serving it in any manner contemplated in this paragraph (b) on a Member's attorney as specified by the Member in a notice given under paragraph (c);
  - (iv) faxing to the fax number given by the Member to the Club for the giving of notices; or
  - (v) transmitting it electronically to the electronic mail address given by the Member to the Club for the giving notices.
- (c) A Member may by written notice to the Honorary Secretary left at or sent to the Registered Office require that all notices to be given by the Club or the Committee be served on the Member's attorney at an address specified in the notice.
- (d) Notice to a Member whose address for notices is outside Australia must be sent by airmail, or by fax or electronic mail if a fax number or electronic mail address has been given.
- (e) Where a notice is sent by post, service of the notice is taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected:

- (i) in the case of a notice of a General Meeting, on the day after the date of its posting;
  - (ii) in any other case, on the Business Day on which the letter would be delivered in the ordinary course of post.
- (f) Where a notice is sent by fax or electronic mail, service of the notice is taken to be effected by properly addressing and sending or transmitting the notice and to have been effected on the day it is sent.
- (g) A notice given over a printed signature or a written signature thereon is a valid notice.
- (h) In calculating the time for the giving of any notice in writing to or by the Club the day it is received but not the day of sending (except in the case of notice sent by fax or electronic mail) is included in the period within which the notice is to be so given.

## **20.2 Notices of General Meeting**

- (a) Notice of every General Meeting must be given in the manner required by sub-clause 10.3 to:
  - (i) every Voting Member and to each Committee Member; and
  - (ii) to the Auditor.
- (b) No other person is entitled to receive notice of a General Meeting.

## **21. INDEMNITY**

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### **21.1 Indemnity and Insurance**

- (a) The Club indemnifies each officer of the Club out of the assets of the Club to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the affairs, business and undertakings of the Club or in or arising out of the discharge of the duties of the officer other than a liability:
  - (i) owed to the Club or a related body corporate;
  - (ii) for a pecuniary penalty order under section 1317G of the Act or a compensation order under sections 1317H, 1317HA or 1317HB of the Act; or
  - (iii) that is owed to someone other than the Club or a related body corporate and did not arise out of conduct in good faith.

- (b) the indemnity referred to in paragraph (a) does not extend to a liability for legal costs incurred by such officer:
  - (i) in defending or resisting civil proceedings in which such officer is found to have a liability for which they could not be indemnified under paragraph (a);
  - (ii) in defending or resisting criminal proceedings in which the person is found guilty;
  - (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission (“ASIC”) or a liquidator for a court order if the grounds for making the order are found by the court to have been established unless such legal costs are incurred in responding to actions brought by ASIC or a liquidator as part of an investigation before commencing proceedings for the court orders referred to in paragraph (a)(ii); or
  - (iv) in connexion with proceedings for relief to the person under the Act in which the court denies the relief.
- (c) Subject to paragraphs (a) and (b), where the Committee consider it appropriate the Club may execute a documentary indemnity in any form in favour of any officer of the Club.
- (d) Subject to paragraphs (a) and (b), where the Committee considers it appropriate, the Club may:
  - (i) make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the Club against any liability incurred by the officer in or arising out of the conduct of the affairs, business and undertakings of the Club or in or arising out of the discharge of the duties of the officer; and
  - (ii) bind itself in any contract or deed with any officer of the Club to make the payments.
- (e) In this clause:
  - (i) “officer” means:
    - (A) a Committee Member, manager or secretary or employee; or



- (B) a person appointed as a Trustee by, or acting as a Trustee at the request of, the Club,
- and includes a former officer.
- (ii) “duties of the officer” includes, in any particular case where the Committee considers it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the Club or where applicable any other corporation.
- (iii) “to the relevant extent” means:
  - (A) to the extent the Club is not precluded by law from doing so;
  - (B) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, an insurer under any insurance policy); and
  - (C) where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.
- (iv) “liability” means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending or resisting any proceedings (whether criminal, civil, administrative or judicial) except as provided for in this sub-clause or appearing before any court, tribunal, government authority or other body.

## **21.2 Advances on Account of Indemnity**

- (a) Subject to paragraphs (a) and (b) of sub-clause 21.1, where the Committee considers it appropriate, the Club may provide an officer with cash advances to cover all costs, charges and expenses incurred in defending any action which may give rise to a claim by such officer under sub-clause 21.1.
- (b) The Committee must not provide such advances unless and until such officer agrees in writing to:

- (i) repay the amount advanced by the Club; and
  - (ii) pay all accrued interest on the amount advanced by the Club, calculated on a daily basis from and including the date of payment or advance to the date of repayment, at a rate determined in good faith by the Committee at the time the payment or advance is made;
- in the event that such officer is not entitled to indemnity.

## **22. PROVISIONS RELATING TO LICENCES HELD BY THE CLUB**

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### **22.1 Liquor Control Reform Act 1998 (Vic)**

- (a) No liquor may be sold or supplied to any person less than 18 years of age.
- (b) No person less than 18 years of age may be employed by the Club in the supply of liquor unless such a person is being trained as a waiter in which case such person is not permitted to serve at any liquor on the Club's premises.
- (c) No liquor may be sold or supplied on or from the Club's premises for consumption other than on the Club's premises unless such liquor is removed from the Club's premises by the Member purchasing such liquor.
- (d) The maximum number of persons permitted in the Clubhouse at any one time is the number notified from time to time to the Honorary Secretary by the Director of Liquor Licensing. No more than such number of persons is permitted in the Clubhouse at any one time.
- (e) Notwithstanding any other provisions of this Constitution, Voting Members must constitute not less than 60% of the total Membership, excluding Temporary Members, Honorary Members and Junior Members and excluding persons who are Members by reason only of reciprocal arrangements with another club and persons whose rights as Members are limited to rights as social, gaming or neighbourhood members, such classes of members being defined by the Liquor Control Reform Act 1998 (Vic).
- (f) No liquor may be supplied to a Visitor on the Club's premises unless the Visitor is in the company of a Member.
- (g) The Club will keep records of all Visitors to the Club's premises.