



CONSTITUTION

OF

THE ROYAL AUTOMOBILE CLUB OF TASMANIA LIMITED

Clauses 12.3 and 24.1 amended 30/10/2007
Clauses 11.2; 30.1, 30.2, 30.3 amended 12/11/2008
Clauses 12.3; 12.8; 15.5; 16.5 (c)(d)(e)(f) amended 10/11/2010

TABLE OF CONTENTS

Clause		Page
1.	OBJECTS OF CLUB	1
2.	APPLICATION OF INCOME	1
3.	EVENT OF WINDING UP	1
4.	DEFINITIONS AND INTERPRETATIONS	2
5.	MEMBERSHIP	3
6.	ELECTION OF MEMBERS	3
7.	FEES AND SUBSCRIPTIONS – GENERAL	4
8.	REGISTER	5
9.	CESSATION OF MEMBERSHIP	5
10.	PATRON	6
11.	OFFICERS	6
12.	BOARD	7
13.	POWERS OF DIRECTORS	8
14.	BY-LAWS	8
15.	PROCEEDINGS OF DIRECTORS	9
16.	ELECTION OF THE BOARD	10
17.	COMMITTEES	13
18.	EXECUTIVE COMMITTEE	14
19.	FINANCIAL MATTERS	14
20.	AUDITORS	14
21.	SOLICITORS	14
22.	GROUP CHIEF EXECUTIVE	14
23.	SECRETARY	15

24.	GENERAL MEETING	15
25.	PATRONAGE	16
26.	SEAL	16
27.	ACCOUNTS AND AUDIT	16
28.	AUDITORS AND RECORDS	17
29.	NOTICES	17
30.	INDEMNITY AND INSURANCE	18

CORPORATIONS ACT

CONSTITUTION

OF

THE ROYAL AUTOMOBILE CLUB OF TASMANIA LIMITED

1. OBJECTS OF CLUB

The objects of the Club are the promotion of a social organisation and club comprised mainly of persons owning or using motor vehicles or motor cycles or similar and to provide services to Members.

2. APPLICATION OF INCOME

The income and the property of the Club, whencesoever derived, shall be applied solely towards the promotion of the objects of the Club, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Club, provided that nothing herein shall prevent the payment in good faith of remuneration to any officers or servants of the Club or to any other persons for any services actually rendered to the Club.

3. EVENT OF WINDING UP

3.1 Every Member of the Club undertakes to contribute to the assets of the Club, in the event of the same being wound up during the time he is a Member, or within one year afterwards, for payments of the debts and liabilities of the Club, contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves such amount as may be required, not exceeding an amount equal to 10% of the Member's annual subscription at that time.

3.2 If upon the winding up or dissolution of the Club, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club to be determined by the Members of the Club, before the time of dissolution or in default thereof by such Judge of the Supreme Court of Tasmania as may have or acquire jurisdiction in the matter.

4. DEFINITIONS AND INTERPRETATIONS

4.1 Definitions

When used in this Constitution the following terms shall have the following meaning unless the context otherwise requires:

"Board" means the Board or governing body of the Club (which is customarily called the Council of the Club) or a quorum of the governing body assembled at any place in accordance with this Constitution.

"Business Day" means a day which is not a Saturday or Sunday or Public Holiday in the place where something is to be done or a notice is to be served.

"By-Laws" means the By-Laws of the Club made and altered pursuant to the provision of this Constitution.

"Chairman" means the Chairman elected in accordance with this Constitution and who is customarily called the President of the Club.

"Club" means "The Royal Automobile Club of Tasmania Limited".

"Constitution" means the Constitution of the Club as originally adopted or as amended from time to time.

"Days" means clear days.

"Deputy Chairman" is a Deputy Chairman who is elected in accordance with this Constitution and who is customarily called a Vice President of the Club.

"Director" means a Member from time to time of the Board and who is customarily called a Councillor of the Club.

"General Meetings" means meetings of the Members duly convened and held in accordance with this Constitution.

"Group Chief Executive" means and includes the expression the "Chief Executive" of the Club for the time being or his substitute or acting or deputy.

"Immediate Past Chairman" means the Chairman of the Board for the preceding year (if that person is not the same person as the current Chairman).

"Member" means a person accepted as a Member of the Club in any category of membership prescribed by the Board.

"Month" means a calendar month.

"Seal" shall mean the Common Seal of the Club for the time being.

"Secretary" means the Secretary of the Club for the time being or his substitute or Acting Secretary.

"Writing" shall include print and anything in the nature of print or writing and electronic communications.

4.2 Interpretation

In this Constitution the headings are for convenience only and shall not affect interpretation.

Unless the context otherwise requires:-

- (a) words importing any gender include the other genders;
- (b) a reference to any statute or statutory provision shall include any modification or re-enactment of any legislative provision substituted for and all legislation and statutory instruments issued under such legislation or provisions;
- (c) a reference to a person shall include a corporation, a partnership, a body corporate, an unincorporated association and a statutory authority and vice versa;
- (d) an expression used in a particular Part or Division of the Corporations Act 2001 ("the Corporations Act") which is given by that Part or Division has in this Constitution which deals with a matter dealt with by that Part or Division (unless the contrary intention appears) the same meaning as in that Part or Division;
- (e) where a word or phrase is given a defined meaning any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
- (f) a reference to a Clause or a Schedule is to a clause or schedule of this Constitution; and
- (g) unless this Constitution provides otherwise words or expressions contained in this Constitution shall be interpreted in accordance with the provisions of the "Acts Interpretation Act 1931" of the State of Tasmania as if that Act referred to this Constitution and the provisions of the Corporations Act 2001.

4.3 Exclusion of Replaceable Rules

Each of the provisions of the sections or sub-sections of the Corporations Act which would but for this Clause apply to the Club as a replaceable rule in accordance with Section 135(1) of the Corporations Act is displaced and does not apply to the Club.

5. MEMBERSHIP

5.1 Categories of Membership

Eligibility for and the membership categories of the Club shall be those prescribed by the Board from time to time by By-Law.

6. ELECTION OF MEMBERS

6.1 Form of Application

Applications for membership shall be in such form as the Board shall from time to time determine.

6.2 Failure of Election

The Club may receive the entrance fee (where applicable) and subscription of a candidate for membership in advance of election and may issue a membership card but neither of such matters shall bind the Club to elect such candidate and if the candidate is not elected in due course a refund of any monies forwarded shall be a complete discharge to the Club and the candidate shall return to the Club the membership card.

6.3 All persons seeking membership of the Club (other than Honorary Life Membership, whose manner of election shall be as set out in the By-Laws) shall be accepted upon

payment of the prescribed fee including the appropriate entrance fee (where applicable).

6.4 Membership Not Transferable

A person may only hold one membership of the Club and the rights and privileges of a Member are personal and incapable of being transferred.

7. FEES AND SUBSCRIPTIONS

7.1 Fees

The entrance fees (where applicable) and subscriptions payable in each of the classes of membership shall be such sum(s) as the Board may from time to time determine.

7.2 Levy

In addition to the subscriptions mentioned in the preceding clause the Board shall have power at its discretion to make or impose from time to time upon any one or more class of Members to the exclusion of all other classes or class of Members a call or levy for such an amount and payable in such manner and at such times as the Board may from time to time determine but so that the total amount of calls or levies so made and payable by any one Member in any one year shall not exceed one year's subscription.

7.3 Time of Payment

All membership subscriptions shall be for such term and shall be payable in such manner as the Board may from time to time decide.

7.4 Subscription Renewal

All subscription renewals shall be made at such times and in such manner as the Board may from time to time decide.

7.5 Readmission to Membership

In the event of a person being readmitted to membership after having resigned from the Club, the Board may, if they deem fit, remit the whole or any part of the entrance fee.

7.6 Failure to Pay

Any subscription or fee paid after the due date for payment thereof shall run or date from the due date of payment thereof but the Member so paying shall not be entitled to any of the rights or privileges attaching to his class of membership between the due date for payment and the actual date of payment.

7.7 Acceptance of By-Laws

The payment by a Member in any class of his subscription shall imply the acquiescence by the Member to the provisions contained in this Constitution and By-Laws of the Club, and shall bind him thereunder accordingly.

7.8 No Entitlement to Services

No Member shall be entitled to any of the privileges of membership unless he shall have paid his subscription or be otherwise entitled as an Honorary Life Member.

8. REGISTER

8.1 Register

The Secretary shall keep a register of the full names and addresses of all classes of Members of the Club and the date of their latest payment of subscriptions (where applicable) and such other particulars as the Board may determine and such register may be in the form of a book, card index, computer printout or such other form as the Board may determine.

8.2 Change of Address

A Member of any class shall communicate a change in his address to the Club in writing and any such change of address shall be entered in the register.

9. CESSATION OF MEMBERSHIP

9.1 Overdue Subscriptions

Any Member in any class of membership whose subscription is unpaid and remains overdue for a period of more than four months, may be struck off the list of Members unless the non-payment is satisfactorily explained to the Board and such subscription is paid.

9.2 Election to Retire

Any Member may by giving notice in writing to the Secretary retire from membership of the Club. The Member continues to be liable for all subscriptions fees and other moneys which are due and payable but unpaid at the date of the retirement. Any fees which have been paid by a Member who subsequently retires will not be refunded.

9.3 Suspension/Expulsion

Where a Member:-

- (a) refuses or neglects to comply with the provisions of this Constitution or By-Laws; or
- (b) engages in conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Club;

then the Board may by special resolution of the Board caution the Member or suspend or expel the Member from the Club. The Board is not required to produce or provide reasons, or provide any notice, of a decision it makes pursuant to this Clause.

9.4 Effect of Expulsion

A Member who is expelled from the membership of the Club shall forfeit all current subscription fees and shall return to the Club any property of the Club which is in that Member's possession, care or control.

9.5 Power to Refuse Renewal of Membership

The Board may for reasons it considers in the best interests of the Club decline to accept the renewal of any Member's subscription notwithstanding that payment may have been accepted by the Club. Upon such refusal the person concerned shall cease to be a Member of the Club and shall be entitled to a refund of the moneys (if any) paid in respect of the renewal which has been refused.

9.6 No Claim on Club Property

A person who ceases to be a Member for whatever reason is not entitled to use or have any claim upon any of the property or funds of the Club.

10. PATRON

- 10.1 The Board may each year invite a person of suitable qualifications to be Patron of the Club for the ensuing year. The Patron by virtue of his office shall have all of the rights of an Honorary Life Member

11. OFFICERS

11.1 Officers

The Officers of the Club shall consist of a Chairman Immediate Past Chairman (if a Director) and two Deputy Chairmen.

11.2 Election of Officers

The Board shall annually at the first meeting of the Board to be held after each Annual General Meeting of the Club, elect from their number:

- (i) A Chairman
- (ii) Two Deputy Chairmen

each of whom shall hold office until their respective successors have been appointed at the first meeting of the Board held after the next Annual General Meeting,

- 11.3 Members shall be eligible for election as Chairman or a Deputy Chairman upon appointment or election to the Board.
- 11.4 Members who previously held the offices of Chairman (or Deputy Chairman) shall be eligible for re-election except that a Chairman who has held office for three consecutive years shall not be eligible for election for the same office for the term of one year immediately following his previous term of office.
- 11.5 The Group Chief Executive shall chair the first Board Meeting referred to in Clause 11.2 until the Chairman has been elected.

12. BOARD

12.1 Board

The Board shall consist of those Members elected as Directors in accordance with the provisions of this Constitution.

12.2 Number of Directors

The number of Directors shall not be more than 12 nor less than 6. The Club in a General Meeting may resolve to increase or decrease the minimum number of Directors. Where the number of Directors is reduced below 6, the continuing Directors shall only act in the case of an emergency or for the purpose of filling up the vacancies.

12.3 Qualification for Directors

To be eligible to hold the position of Director, the nominee for election must be a financial member of the Club for at least one (1) year immediately prior to his/her nomination.

This provision does not apply to a person appointed to fill a casual vacancy as referred to in Clause 12.8 of the Constitution.

12.4 Term and Retirement of Directors

Subject to Clause 12.5 each Director shall hold office for 3 years, or until the next Annual General Meeting following the expiry of his or her 3 year term, and at each Annual General Meeting the four Directors whose term has expired shall retire.

12.5 Deemed Retirement

- (a) Upon a Director attaining 72 years of age the office of that Director shall become vacant (and the Director shall be deemed to have retired) at the conclusion of the Annual General Meeting of the Club beginning next after the Director attains 72 years of age and the vacancy on the Board so occurring shall be treated as a casual vacancy and shall be dealt with in accordance with this Constitution.
- (b) A Director who has attained the age of 72 years shall not be eligible to be appointed or elected or re-elected as a Director of the Club after the termination of his appointment and a Member who has attained the age of 72 years shall not be eligible to be appointed or elected as a Director.

12.6 Eligibility for Re-Election

A retiring member of the Board shall be eligible for re-election. All retiring Members shall be automatically re-nominated without the necessity of any proposer or seconder, unless any retiring Member shall advise the Secretary of his intention not to stand. This Clause does not apply to a Director who has attained 72 years of age.

12.7 Forfeiture of Directorship

Any member of the Board absenting himself (without the leave of Board) for three consecutive Board meetings shall forfeit his seat, which shall thereupon become vacant unless an explanation satisfactory to the Board of the reason for such absence shall be supplied.

12.8 Casual Vacancy

Any casual vacancy or vacancies occurring in the members of the Board whether by reason of any irregularity or defect in the election of such Director or Directors or of any personal incapacity to be so elected or otherwise howsoever may be filled by the Board, but any person or persons so chosen shall only hold office until the expiration of the period for which his or their predecessor or predecessors was or were elected or was or were intended to be elected. The Board may continue to act and all decisions shall be valid pending the filling of any such casual vacancy or vacancies. A person who has been appointed to fill a casual vacancy shall be deemed to be a retiring member of the Board as referred to in Clause 12.6.

12.9 Remuneration of Directors

All Directors shall be paid remuneration out of the funds of the Club for their services as Directors. Their remuneration shall be as from time to time determined by the Members in General Meeting. Such remuneration shall be by a fixed sum and not by a commission or a percentage of the operating revenue of the Club or of its profits. The Board shall allocate such remuneration between the Directors as it sees fit.

13. POWERS OF DIRECTORS

13.1 Powers of Directors

The business of the Club shall be managed by the Directors, who may exercise all powers of the Club as are not by the Corporations Act, this Constitution or the By-Laws required to be exercised by the Club in General Meeting.

14. BY-LAWS

14.1 Power to Make By-Laws

Without limiting the generality of the preceding clause, the Board shall have the power to make, alter and repeal all By-Laws necessary, expedient or convenient for the proper conduct and management of the Club and in particular but not exclusively may make such By-Laws to regulate:-

- (a) the creation of and various classes of membership and the entrance fees and subscription fees payable by Members of each respective class of membership;
- (b) the terms as to payment or otherwise of admission of Members to participate in the benefits of any of the privileges of the Club and the use by or supply to Members of any of the property of the Club;
- (c) the rights and privileges associated with each class of membership;
- (d) the setting aside of the whole or any part of parts of the Club's premises for any Members or any class of Members at any particular time or times or for any particular purpose or purposes;
- (d) the imposition of fines for the breach of this Constitution or any By-Law;
- (e) the procedure for meetings of the Club and the Directors except as otherwise provided for in this Constitution or the Corporations Act;
- (f) the conduct of Members in relation to one another and to the Club's servants;
- (g) Member's requisitions and resolutions and any other dealings with Members;
- (h) the provisions of emergency and breakdown road services and other services to be provided to the Members; and
- (i) all such matters as are commonly the subject matter of company rules and are not expressly dealt with in this Constitution.

14.2 Application of By-Laws

All By-Laws, so long as they shall be in force, shall be binding upon all Members.

14.3 Notice of By-Laws

The Board shall adopt such means as it deems sufficient to bring to the notice of Members of all classes all By-Laws, amendments and repeals of By-Laws

14.4 No Inconsistency

No such By-Law shall be inconsistent with or shall affect or repeal anything contained in this Constitution, and any By-Law may be set aside by a special resolution of a General Meeting.

15. PROCEEDINGS OF DIRECTORS

15.1 Decisions of Directors

All decisions made or ratified and actions authorised including the payment of any monies and the entering into of any contracts shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Board or any person acting as a Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

15.2 Board Meetings

The Board shall:-

- (a) Meet whenever summoned by the Chairman or his nominee but not less than six times in each calendar year.
- (b) Cause Minutes of all resolutions and proceedings to be entered in a book to be provided for that purpose.
- (c) Present a report and audited balance sheet and financial statement at the Annual General Meeting.
- (d) Authorise expenditure.

Subject to the above the Board may meet for dealing with business, adjourn and otherwise regulate its meetings as the Directors think fit.

15.3 Voting of the Board

All questions arising at a meeting of the Board shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a casting vote as well as a deliberative vote.

15.4 Resolution in Writing

A resolution in writing signed by all Directors entitled to receive notice of a meeting of the Board or by all members of a Committee of Directors, not in either case being less than a quorum, shall be as effective for all purposes as a resolution passed at a meeting of the Directors or of such committee, as the case may be, duly convened held and constituted and may consist of several documents in the like form and signed by one or more of the Directors or members of the committee.

15.5 Quorum

A quorum of the Board shall be half the total number of the current Directors (rounded up to a whole number if necessary) plus one. A Director who is not entitled to vote or to be present during the consideration of a matter will not be counted in any quorum required for a meeting of Directors while that matter is being considered.

15.6 Disclosure of Interest

A Director who is in any way, whether directly or indirectly, interested in a matter in which the Club has an interest must declare the nature of the interest at a meeting of the Directors, as soon as practicable after the relevant facts have come to the Director's knowledge.

15.7 Contract not Avoided when Director Interested

If the nature of a Director's interest has been disclosed in the manner required by the preceding Clause that Director will not be disqualified by virtue of holding the office of Director, from holding any office in any corporation in which the Club is a shareholder or is otherwise interested; or from contracting with the Club either as vendor, purchaser or otherwise, and nor will any contract or arrangement entered into by or on behalf of the Club in which any Director is in any way interested be avoided; and a Director is not liable to account to the Club for any profit arising from that office or realised by the contract or arrangement, or by any participation in an association or otherwise by reason only of the Director holding that office.

15.8 Director may not Vote when Interested

A Director must not vote as a Director in respect of any contract or proposed contract or arrangement in which he or she has directly or indirectly a material interest. If that Director does so vote, the vote must not be counted. Subject to the foregoing, a Director may vote in respect of any matter in which he or she is interested if: -

- (a) the Board has at any time resolved that it is satisfied that the Director's interest in the matter (as specified by resolution of the Board) should not disqualify the Director from considering or voting on the matter;
- (b) under section 196 of the Corporations Act, or any provision enacted in place of that provision, the Director is lawfully able to vote or to be present during consideration by the Board in relation to the matter; or
- (c) the interest which the Director has in the matter arises by reason only that the Director is a Member and has an interest in the matter in common with other Members.

15.9 Director may Affix Seal notwithstanding Interest

Notwithstanding that a Director is interested in a contract or arrangement, that Director may be appointed as the Director to sign any instrument to which the interest relates on behalf of the Club or in whose presence the Seal of the Club is to be affixed.

16. ELECTION OF THE BOARD

16.1 Election

Nomination of persons for election as members of the Board other than retiring Board Members eligible for re-election shall be in writing, signed by at least 15 Members entitled to vote, and by the nominee, and shall be delivered to the Secretary at least 60 days (not including the date of delivery) before the date of the Annual General Meeting (not including the date of the meeting) and a list of all nominations shall be posted in a conspicuous place on the notice boards at the registered office of the Club within seven days of receipt thereof.

16.2 Automatically Elected

Should the same number of Members be nominated as there are vacancies on the Board, the Members so nominated shall be deemed to be elected.

16.3 Appointment of Directors

Should an insufficient number of nominations be received the incoming Board shall fill such vacancies at its first meeting or as soon as possible thereafter.

16.4 Ballot

Should the number of nominations be greater than the number of vacancies, then an election by ballot shall be held. The Members may elect or re-elect persons to fill the vacancies arising in addition to electing a person(s) to fill any casual vacancies arising on the Board.

16.5 Form of Ballot

Where a ballot is necessary then:

- (a) The Board shall appoint a Returning Officer and two Scrutineers;

- (b) A notice thereof and of the number of vacancies and of the date when ballot papers must be in the hands of the Returning Officer, together with the name, address and occupation of every Member nominated and whether he is a retiring Member and the respective dates on which requests for ballot papers must be in the hands of the Secretary if lodged by post or in person and such other information as the Board shall decide shall be published at least thirty Days before the Annual General Meeting in a daily or weekly newspaper published in Hobart, Launceston and Burnie or such other publication as the Board may determine.
- (c) The Returning Officer must make available to Members ballot papers and envelopes for returning ballot papers by,
 - (i) printing or placing ballot papers and envelopes in any part of Motor News Journeys and distributing Motor News Journeys in the usual manner, and,
 - (ii) placing ballot papers and envelopes in the Club's premises during the voting period.
- (d) Upon such ballot paper shall be shown the full name of every Member nominated for election and whether or not he/she is a retiring Member and any other information the Board may from time to time determine.
- (e) Ballot papers may be returned by post to the Returning Officer or deposited directly in a box placed in Club premises, by the Returning Officer, for the purpose of receiving returned ballot papers.
- (f) The envelope addressed to the Returning Officer and returned either by post or by deposit at the Club premises, must contain such details identifying the Member (who is voting) as prescribed from time to time by the Board.
- (g) Should the Returning Officer be unable to verify that a person is entitled to vote, the Returning Officer shall immediately notify that person to that effect and he or she shall have the right of an immediate appeal to the Chairman, whose decision shall be final. (If a person fails to lodge an immediate appeal, then the right to appeal shall be lost).

16.6 **Ballot Papers**

Every Member voting shall vote on and by the ballot paper so posted or delivered to him. A ballot paper which has not been so posted or delivered shall be informal and shall not be counted.

16.7 **Entitlement to Vote**

No Member shall be entitled to vote on any occasion whatsoever unless he has paid his subscription or he is otherwise entitled as an Honorary Life Member.

16.8 **Manner of Voting**

Every Member shall vote for the full number of Members to be elected by putting a cross opposite the names of the members for whom he wishes to vote. A ballot paper which has not been so marked shall be informal and shall not be counted.

16.9 **Return of Ballot Papers**

Where a ballot paper is lodged by post it shall be enclosed in an envelope addressed to The Returning Officer, The Royal Automobile Club of Tasmania Limited, at its registered office, in Hobart and posted by pre-paid post so as to be in the hand of The Returning Officer not later than noon seven Days before the date of the Annual General Meeting.

A ballot paper deposited in a ballot box at the registered office at the Club, in Hobart, shall be so deposited not later than noon seven Days before the date of that meeting.

16.10 Invalid Ballot Papers

Any ballot paper which is received later than noon seven Days before the date of the Annual General Meeting shall be invalid and shall not be counted.

16.11 Conduct of Ballot

The ballot shall be under the control of The Returning Officer who shall determine the method of counting votes, whether or not ballot papers are informal and any other matters arising in connection with the ballot and his decision shall prevail.

16.12 Certification of Results

The Returning Officer shall certify the result of the Ballot to the Chairman of the Annual General Meeting.

17. COMMITTEES

17.1 Election of Committees

The Board may from its Members elect Committees for any purpose and may delegate any of its powers to any such Committee. Each Committee shall be required to report to the Board concerning its activities and shall not take any executive action without the express authorisation of the Board.

17.2 Advisory Committees

The Board shall have the power to appoint Advisory Committees and Regional Advisory Committees for such purposes as it shall deem necessary.

17.3 Annual Appointment

Members of Regional Advisory Committees shall be appointed by the Board annually after consultation with the Chairman of any existing Regional Advisory Committee.

17.4 Area of Operation

The Board may define the areas of operation and the powers and obligations of Regional Advisory Committees but generally they shall concern themselves with matters of local interest and report to the Board on a regular basis.

17.5 Limited Authority

No Committee shall take policy actions without the express authorisation of the Board.

17.6 Appointment of Committee Chairman

Each Advisory Committee shall appoint its own Chairman. The Advisory Committees in existence at the date of this Constitution shall henceforth continue to operate subject to the provisions contained herein.

17.7 Ex-Officio Member

The Chairman shall ex officio be a member of all Committees.

17.8 Appointment of Other Members

The Board shall have power to appoint any other members to any Committee but such members shall have no voting rights nor shall they be counted in any quorum.

17.9 Dissolution of Committee

The Board may dissolve any Committee or terminate the appointment of any member of a Committee.

17.10 Appointment of Members

At the first meeting of the Board after the Annual General Meeting in each year, the Board shall appoint the members of each Committee for the ensuing year. Any casual vacancy may be filled by the Board.

17.11 Re-Appointment

Retiring members of Committees may be reappointed and except where otherwise provided in this Constitution the Chairman shall nominate the Chairman and Vice Chairman of each Committee.

18. EXECUTIVE COMMITTEE**18.1 Executive Committee**

There shall be an Executive Committee consisting of the Officers of the Club and such other members of the Board as the Board may from time to time decide.

18.2 Report of Proceedings

The proceedings of the Executive Committee shall be reported to the next ensuing meeting of the Board.

19. FINANCIAL MATTERS**19.1 The Board shall:-**

- (a) Cause to be implemented appropriate systems to control and to disburse the funds of the Club under the direction of the Board.
- (b) Cause regular accounts to be kept and examine them when required.
- (c) Cause to prepare and submit a duly audited balance sheet and financial statement at the Annual General Meeting.

20. AUDITORS

A firm of auditors or auditor duly registered as a registered company auditor pursuant to the provisions of the Corporations Act shall be elected by the Members at an Annual General Meeting.

21. SOLICITORS

The Board may from time to time appoint Solicitors to the Club.

22. GROUP CHIEF EXECUTIVE**22.1 The Group Chief Executive shall attend meetings of the Board and**

- (a) Carry into effect all questions and matters of policy and administration which may be decided or determined upon by the Board or a Committee or by the Chairman and himself in conference.

- (b) Generally manage and supervise the affairs of the Club and be the Chief Executive Officer thereof, and subject to this Constitution and By-Laws cause to be made, done and executed all things necessary and advisable in furtherance of the well-being of the Club and its work and administration.
- (c) Prepare an annual report of the year's proceedings, for presentation to each Annual General Meeting.
- (d) Do such other acts in relation to the affairs of the Club as the Board may from time to time require or direct.

23. SECRETARY

23.1 The Secretary shall attend meetings of the Board and shall carry out such duties as may be assigned to him by the Board or may be required under the Corporations Act.

24. GENERAL MEETING

24.1 Annual General Meetings

The Annual General Meeting of the Club shall be held each year within five Months after the end of the financial year, at such time and place as the Board shall determine, for the following purposes:-

- (a) To receive from the Board a report, balance sheet and statement of accounts for the preceding financial year.
- (b) To declare the result of the ballot for officers.
- (c) To consider any other business of which notice shall have been given to the Secretary one calendar Month at least before the meeting is held.
- (d) To deal with any matters required by the Corporations Act to be dealt with at an Annual General Meeting.

24.2 Requisition General Meeting

The Board may at any time, and shall on the requisition of fifty members, in writing, stating the business for which it is required, convene a General Meeting for any specific purpose. Such meeting to be called within two calendar months from the date of receipt of the requisition.

24.3 Notice of Meeting

The Secretary shall at least 30 days before any General Meeting insert a notice of such meeting in one recognised daily newspaper in Hobart, Launceston, and Burnie stating the time when and the place where it will be held, and the business that will be brought before such meeting. The Secretary shall also arrange for a notice to be displayed on the notice board at the registered office of the Club. No business except of a formal nature, other than that stated in such notice, shall be brought forward at any meeting unless notice thereof shall have been duly given as herein provided.

24.4 Quorum

At General Meetings of the Club twenty Members entitled to vote shall form a quorum. If, within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present, those

Members who are present shall be a quorum, and may transact the business for which the meeting was called.

24.5 Written Requisitions

All questions for the decision of a General Meeting must be submitted in writing, duly proposed and seconded, and shall be determined by a show of hands, unless a division be called for by four Members entitled to vote. No Member shall enter or leave the room until the division shall have taken place. The result shall be declared by the Chairman, who shall have a deliberative and casting vote on all questions, and his declaration of the result shall be conclusive and final.

24.6 Poll

If a poll is demanded by any ten Members it shall be taken in such manner, and at such time and place and either immediately or after an adjournment not exceeding ten days, as the Chairman of the meeting directs, and the result of the poll, as declared by the Chairman shall be deemed to be the resolution of the meeting at which the poll is demanded.

24.7 Chairman of Meeting

The Chairman or in his absence either of the Vice-Chairman shall, if present, preside at all meetings of the Club and of the Board. In the absence of any such officer the meeting shall elect its own Chairman.

25. PATRONAGE

The Board may grant the patronage or sponsorship of the Club to any contest, show, exhibition, or any other event or competition subject to such conditions as it shall see fit.

26. SEAL

The Board shall provide for the safe custody of the Seal and the Seal shall never be used except by the authority of the Board previously given and in the presence of two Directors at least, who shall sign every instrument to which the Seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Board.

27. ACCOUNTS AND AUDIT

27.1 Club to Keep

The Club will keep such accounting and other records of the business of the Club as required by the Corporations Act.

27.2 Annual Accounts to be Laid before Annual General Meeting

At the Annual General Meeting in every year the Directors will lay before the Club the annual financial report for the last financial year of the Club, together with such other accounts, reports and statements as are required by the Corporations Act.

27.3 Copy of Accounts to be Sent

A copy of every document which is required to be laid before each Annual General Meeting will be sent to all persons entitled to receive notices of General Meetings together with the notice of meeting.

28. AUDITORS AND RECORDS

28.1 Appointment and Removal

The auditors of the Club will be appointed and may be removed in accordance with the Corporations Act. The auditors will perform the duties and have such rights and powers as may be provided in the Corporations Act.

28.2 Inspection of Records

The Directors will determine whether and to what extent, at what time and place or places, and under what conditions, the accounting records and other documents of the Club will be open to the inspection of Members other than Directors, and except as provided by law or authorised by the Directors, a Member not being a Director does not have the right to inspect or to require or receive any information, or to require discovery of any record or document of the Club or any information respecting any detail of the Club's trading or business, including any matter which is or may be in the nature of a trade secret, mystery or trade or secret process relating to the conduct of the business of the Club.

29. NOTICES

29.1 Method of Service of Notices

A notice may be served by the Club on a Member receiving notice under this Constitution by any of the following methods:

- (a) by serving it personally on the Member;
- (b) by leaving it at the Member's registered address;
- (c) by sending it by post in a prepaid letter, envelope or wrapper addressed to the Member at the Member's registered address;
- (d) by insertion in or supplement to any newspaper periodical or other publication posted or delivered to all Members;
- (e) by advertisement in a newspaper or newspapers circulating in the districts of the Member's registered addresses; or
- (f) by sending it by facsimile transmission to a facsimile number nominated by the Member for the purpose of serving notices on the Member.

A Member may provide the Club with an alternate address for the purpose of serving notice on that Member.

29.2 Notices to Joint Holders

All notices to persons who are joint Members will be given to the person named first in the Register, and notice so given will be sufficient notice.

29.3 Time of Service by Post

A notice given to a Member is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next following day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; and
- (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day otherwise on the next following Business Day;
- (d) if served by advertisement on the day on which the advertisement appeared.

In proving service by post it will be sufficient to prove that the letter, envelope, periodical, publication or wrapper containing the notice was correctly addressed and put into the post office or other public postal receptacle. A certificate in writing signed by any manager, secretary or other officer of the Club that the letter, envelope or

wrapper containing the notice was so addressed and posted is conclusive evidence thereof.

29.4 **Service when Member Deceased**

Any notice or document served on any Member under this Constitution will notwithstanding that Member is then deceased, and whether or not the Club has notice of that Member's death, be deemed to have been duly served whether Membership is held solely or jointly with other persons, until some other person is registered in place of the deceased Member as the holder or joint holder thereof. Service will for all purposes of this Constitution be deemed sufficient service of that notice on the deceased's heir, executors or administrators.

29.5 **Persons Entitled to Notice of General Meeting**

Notice of every General Meeting of the Club must be given in a manner authorised by this clause or as otherwise allowed by the Corporations Act to:

- (a) every Member;
- (b) every Director; and
- (c) the auditors.

No other person is entitled to receive notices of General Meetings.

29.6 **Signatures on Notices**

The signature to any notice to be given by the Club may be written or printed or a facsimile thereof may be affixed by mechanical or other means.

30. **INDEMNITY AND INSURANCE**

30.1 **Indemnity against Liabilities**

To the extent permitted by law, the Club:

- (a) indemnifies every person who is, or has been, a Director or Secretary of the Club and/or a related body corporate; and
- (b) may, by deed, indemnify or agree to indemnify such a person against a liability incurred by that person, in his/her capacity as a Director or Secretary, to another person (other than the Club or a related body corporate) provided that the liability does not arise out of conduct involving a lack of good faith.

30.2 **Indemnity for Costs and Expenses**

To the extent permitted by law, the Club:

- (a) indemnifies every person who is, or has been, a Director or Secretary of the Club and/or a related body corporate; and
- (b) may, by deed, indemnify that person against any liability for costs and expenses incurred by that person;
- (c) in defending any proceedings in which judgment is given in that person's favour, or in which that person is acquitted; or
- (d) in connection with an application in relation to any proceedings in which the Court grants relief to that person under the Corporations Act.

30.3 **Insurance**

To the extent permitted by law, the Club may pay, or agree to pay, a premium in respect of a contract insuring a person who is, or has been, a Director or Secretary of the Club or a related body corporate against a liability:

- (a) incurred by that person:
 - (i) in his capacity as a Director or Secretary;
 - (ii) in the course of acting in connection with the affairs of the Club or a related body corporate; or
 - (iii) otherwise arising out of the person holding office as a Director or Secretary;

provided that the liability does not arise out of conduct involving:

- (iv) a wilful breach of duty in relation to the Club or a related body corporate; or
- (v) a contravention of sections 182, 183 or 184 of the Corporations Act; or

for costs and expenses incurred by that person in defending proceedings, whatever their outcome.