

*Corporations Act 2001 (Cth)*

A public company limited by guarantee

and not having a share capital

**Constitution  
of  
Mingara Recreation Club Limited  
(ACN 001 662 648)**

**Club Constitution  
adopted at the  
Annual General Meeting  
on 24 November 2024**

By Laws added to the Constitution by Board Resolution:

- 2017/01 – approved at December 2017 Board Meeting
- 2025/01 – approved at February 2025 Board Meeting
- 2025/02 – approved at February 2025 Board Meeting

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## **PART 1 - GENERAL**

### **1. History of the Club**

The Club was originally formed to acquire and take over all the assets and liabilities of the unincorporated body known as Mingara Recreation Club.

### **2. NAME OF THE CLUB**

The name of the Club is Mingara Recreation Club Limited.

### **3. NATURE OF THIS CONSTITUTION**

This Constitution including any By-laws permitted by this Constitution and any attachments referred to in this Constitution have effect as a legal contract:

- (a) between the Club and each member; and
- (b) between the Club and each director and the CEO; and
- (c) between each member and each other member,

under which each person agrees to observe and perform this Constitution and the By-laws so far as they apply to that person. This is provided by section 140(1) of the Corporations Act.

### **4. OBJECTS OF THE CLUB**

#### **4.1 Objects of the Club**

The objects of the Club are to:

- (a) be a non-proprietary, not-for-profit members' club conducted in good faith as a club for the benefit of members and their guests;
- (b) provide for members and their guests a social and sporting club with any or all the usual facilities of a club at the discretion of the Board and to the extent from time to time deemed appropriate by the Board including but not limited to:
  - (i) residential accommodation;
  - (ii) sporting accommodation;
  - (iii) other accommodation;
  - (iv) food, liquid and other refreshments;
  - (v) liquor service in accordance with any club liquor licence held by the Club from time to time under the provisions of the Liquor Act;
  - (vi) gaming in accordance with relevant legislation including the Gaming Machines Act;
  - (vii) provision for sporting, musical and educational activities; and
  - (viii) other recreational and social amenities;
- (c) support and promote indoor and outdoor sports, games, activities and pastimes and particularly in the communities in which the club has premises;



- (d) make donations or gifts (either in cash or in-kind and whether directly or indirectly), or otherwise lend assistance to others, to support or in furtherance of these objects;
- (e) support through the ClubGRANTS scheme or otherwise, causes, activities and organisations that are for youth, social, literary, sporting, athletic, charitable, community welfare or educational purposes, and particularly in the vicinity of each of the Club's premises;
- (f) have interests in subsidiaries and other companies, trust funds and other structures or assets, whether or not wholly owned;
- (g) conduct commercial activities of any kind in order to support these objects;
- (h) amalgamate with or to participate in any amalgamation with, another registered club or clubs;
- (i) participate in any de-amalgamation that is permissible under the RCA;
- (j) in furtherance of the objects of the Club, apply for, and obtain and hold one or more club liquor licences under the Liquor Act and gaming machine entitlements under the Gaming Machines Act and conduct itself as a registered club in conformity with the RCA; and
- (k) do and engage in any activity that a company may lawfully do or engage in.

#### **4.2 Where may the Club operate?**

The Club may own, occupy or operate any and all premises wherever located that it reasonably decides are appropriate to the pursuit of its objects.

#### **4.3 How may the Club pursue its objects?**

The Club may do anything that is legally permitted to help pursue or implement its objects, and may also do anything incidental to its objects or the pursuit of them.

#### **4.4 Specific legislation prevails**

This Constitution is subject to the provisions of the RCA, the Liquor Act, the Gaming Machines Act and the Corporations Act. If there is any inconsistency then to the extent necessary to conform with any mandatory provision of that legislation or any other legislation, the provisions of the legislation prevail over the provisions of this Constitution and this Constitution must be read and applied with the minimum necessary changes to conform with the mandatory provisions of legislation.

#### **4.5 Registered Clubs Act requirements**

- (a) If any part of this Constitution becomes unlawful under the provisions of the RCA, the Liquor Act or the Gaming Machines Act then this Constitution must be read as if the unlawful part is not part of this Constitution. This does not limit Rule 4.4.
- (b) At all times the membership of the Club must consist of or include not less than the number of members within the definition of "Ordinary Members" under the RCA, as is prescribed in respect of the Club by section 12 of the RCA.
- (c) At all times the Club must have at least one set of premises of which it is the bona fide occupier for the purposes of the Club and which are provided and maintained from the funds of the Club (the **RCA Premises**, which refers to each set of premises of the Club for which the Club from time to time holds a club liquor licence under the Liquor Act).
- (d) The RCA Premises must contain accommodation appropriate for the purposes of the Club.

- (e) The RCA Premises must contain a properly constructed bar room but must not contain a separate area for the sale or supply of liquor to be carried away from those premises to which area there is direct access from outside any building that is part of those premises.
- (f) No member, whether or not a member of the Board or of any committee, is entitled or may derive, directly or indirectly, any profit, benefit or advantage from the Club that is not offered equally to every Full member of the Club, except to the extent permitted by and in conformity with the provisions of the RCA. This provision does not prohibit any profit, benefit or advantage that is permissible under sections 10(6), 10(6A) or 10(7) of the RCA.
- (g) No person other than the Club and its members is entitled to derive, directly or indirectly, any profit, benefit or advantage from the ownership or occupation of the RCA Premises of the Club unless the profit, benefit or advantage is in the form of:
  - (i) reasonable and proper interest paid to a lender on any loan made to the Club that is secured against the premises of the Club, or
  - (ii) reasonable and proper rent or occupation fees paid to the owner of the premises of the Club,

being, in either case, a payment arising out of dealings reasonably carried out, or contracts reasonably made, with the Club in the ordinary course of its lawful business.

- (h) The CEO, or any Club employee, or any director or member of any committee, of the Club is not entitled to receive, either directly or indirectly, any payment calculated by reference to:
  - (i) the quantity of liquor purchased, supplied, sold or disposed of by the Club or the receipts of the Club for any liquor supplied or disposed of by the Club, or
  - (ii) the keeping or operation of approved gaming machines in the Club.
- (i) All of the rules deemed to apply to the Club by sections 30 and 30C of the RCA, apply.
- (j) The Club must comply with the reporting requirements imposed on the Club under section 38 of the RCA.
- (k) The Club must comply with the accountability and transparency requirements imposed on the Club, directors and Employees by the Accountability Code.
- (l) The business conducted on the RCA Premises of the Club must not be managed or controlled by any person or body other than:
  - (i) the Board, or
  - (ii) the CEO, or
  - (iii) a manager (within the meaning of the Liquor Act) of the particular premises, or
  - (iv) a person acting in a capacity referred to in section 41(1) of the RCA in respect of the Club, or
  - (v) a temporary administrator appointed under section 41A of the RCA, or
  - (vi) a person who is exercising functions relating to the management of the business or affairs of the Club under a management contract within the meaning of the Accountability Code, in compliance with the provisions of the Accountability Code.
- (m) The Club must at all times in all respects be conducted in good faith as a club.

- (n) Voting by proxy is not permitted at any meeting of members or at any meeting of the Board or any Club committee or in any election of the members of the Board.
- (o) Later rules, below, provide for the admission of honorary and temporary members. Accordingly, it is a deemed rule of the Club that there is to be prominently displayed at all times at each entrance on each RCA Premises where members and guests are permitted to enter –
  - (i) subject to any exception created by or under the RCA, a map that clearly shows the limits of the area within which an ordinary resident of the area is not eligible for temporary membership otherwise than under section 30(10) of the RCA;
  - (ii) those rules in this Constitution that relate to temporary membership;
  - (iii) a copy of section 30(10) of the RCA; and
  - (iv) a copy of the definition of **guest** in section 4 of the RCA.

#### **4.6 Industry and other associations**

The Club may join, and maintain membership of, ClubsNSW and any other industry or similar organisation; and may bind itself to follow any Code of Conduct, Code of Practice or the like that is adopted or promulgated by ClubsNSW or any such association.

### **5. APPLICATION OF INCOME AND PROPERTY**

- (a) The income and property of the Club must be applied solely toward the promotion of the objects of the Club as set out in this Constitution. No portion of the income or property of the Club is to be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or among the members.
- (b) Nothing in this Rule 5 prevents:
  - (i) the payment in good faith of reasonable and proper remuneration to any employed officer or other Employee;
  - (ii) payment in good faith of reasonable and proper remuneration to any member in return for services actually rendered;
  - (iii) the payment of an honorarium in respect of services rendered;
  - (iv) reimbursement of out-of-pocket expenses;
  - (v) payment of interest on money lent or otherwise owing by the Club;
  - (vi) payment for sale or hire of goods or payment of rent for premises let to the Club; or
  - (vii) the payment for any service rendered or goods supplied to the Club in the ordinary course of its operations,

in each case if and to the extent permitted by the RCA.

## **PART 2 - MEMBERSHIP**

### **6. MEMBERS**

#### **6.1 Restrictions on membership**

- (a) A person must not be admitted to membership except in accordance with the provisions in this Rule 6.
- (b) Membership is not restricted by gender but is only open to individuals and not other legal entities like corporations.
- (c) No person under the age of 18 years may be admitted to membership except as a Junior Member.

#### **6.2 Classes of members**

The five classes of Full members are:

- (a) Ordinary Members (which includes those members who are admitted as a Special Member)
- (b) Social Members
- (c) Life Members
- (d) Employee Members, and
- (e) Junior Members

and there are three other classes of membership, with limited rights, being:

- (f) Honorary,
- (g) Provisional, and
- (h) Temporary.

#### **6.3 Voting members**

- (a) A “voting member” is a Full member who is currently entitled to vote in the election of the Board.
- (b) At all times, voting members must comprise not less than 50% of the Full members; and the club must keep its Members Register in a manner that allows for that to be determined.

#### **6.4 Full members**

- (a) Ordinary Members, Life Members, Social Members, Employee Members and Junior Members only are Full members of the Club for the purposes of the RCA.
- (b) The aggregate number of Social Members, Employee Members and Junior Members at any time must always be less than 75% of the total number of Full members at any time, or otherwise limited to ensure that the Club remains in conformity with the requirements of section 30(9)(a) of the RCA. Without limiting any other provision of this Constitution, the Board may at any time terminate the membership of any Employee Member or Junior Member in order to ensure that the Club remains in compliance with those requirements.

## **6.5 Ordinary Members**

- (a) To be eligible for admission as an Ordinary Member, a person must:
  - (i) apply to be an Ordinary Member in accordance with Rule 7.
  - (ii) be of good character and repute, and
  - (iii) pay any applicable entrance fees.
- (b) Rule 6.12 applies.
- (c) Subject to and without limiting any other provision of this Constitution, a financial Ordinary Member is:
  - (i) entitled to notice of any meeting of members;
  - (ii) entitled to attend at any meeting of members, but may not contribute to any debate or vote on any proposed resolution at a particular time or vote in a ballot for the election of directors, unless up to that time they have continuously been an Ordinary Member for at least five years (and where a person has broken periods of membership, only the current period is considered and previous broken periods of membership do not count);
  - (iii) entitled to stand for election to the Board (but see regulation 6(b) of the Board and Board Elections Regulations);
  - (iv) not a member for life; and
  - (v) required to pay annual subscriptions, if any, set by the Board from time to time.

## **6.6 Special Members**

- (a) To be eligible for admission as a Special Member, a person must:
  - (i) be an Ordinary Member, and
  - (ii) at the time of admission as a Special Member, have been a member of the Club for at least 15 consecutive years.
- (b) Subject to and without limiting any other provision of this Constitution, a financial Special Member is:
  - (i) entitled to all the rights and benefits of an Ordinary Member, however
  - (ii) not required to pay annual subscriptions in excess of the minimum annual subscription allowed by the RCA (or such higher amount as the Board determines from time to time).

## **6.7 Social Members**

- (a) To be eligible for admission as a Social Member, a person must:
  - (i) apply to be a Social Member in a then-current membership promotion category and in accordance with Rule 7;
  - (ii) be of good character and repute; and
  - (iii) pay the relevant current subscription fee (if any) for that membership promotion category when making their application for membership.

- (b) Rule 6.12 applies.
- (c) To encourage the take up of long-term membership of the Club by suitable persons through them first becoming Social Members, the Board in its discretion may from time to time adopt and promulgate conditions for one or more membership promotion categories of Social Membership. In each case the conditions must be consistent with the other provisions of the Constitution and must include:
  - (i) a title for the membership promotion category;
  - (ii) the subscription fee payable for Social Membership in the category;
  - (iii) (if applicable) the particular Club venue or venues at which applications for membership in the membership category may be lodged (and in that case, such applications must only be accepted for consideration if physically lodged at a specified venue); and
  - (iv) the date when any such membership will terminate, if the applicant is elected to membership (and no application for membership in the category will be accepted later than one month before that date).
- (d) A standing membership promotion category is titled Social (Hotel) membership.
  - (i) There is no subscription payable for membership in that category.
  - (ii) To be eligible for membership in that category, a person must be booked to stay in the Club's Hotel at Tumbi Umbi and make their application for membership in conjunction with their booking.
  - (iii) The membership of a Social (Hotel) member terminates at midnight at the end of the last day of their booking at the Club's Hotel.
  - (iv) The Board in its discretion from time to time may by By-law, attach additional conditions and restrictions to Social (Hotel) membership without imposing any new financial obligation or liability in the nature of a penalty or levy or additional subscription for past periods; but the Board by such By-law may impose a requirement for the member to make an additional payment or payments if the member chooses to use or participate in any particular Club facility or service.
- (e) Subject to and without limiting any other provision of the Constitution, a financial Social Member is:
  - (i) elected to membership in the relevant membership promotion category and only until 4am on the day following the relevant membership category termination date (at which time their membership automatically terminates without any further or other action by the Club, unless the member has duly chosen to become an Ordinary Member);
  - (ii) not entitled to notice of any meeting of members or to attend, speak at or vote at any meeting of members; not entitled to vote in any election of directors and not entitled to stand for election to the Board;
  - (iii) subject to the other conditions promulgated for the relevant membership promotion category, and
  - (iv) entitled to the other privileges of membership except those that the Board may determine from time to time to not be available to Social Members in the relevant membership promotion category.

- (f) The Board, the CEO or any person acting with the authority of the CEO may at any time cancel a person's Social Membership without notice to the person and without notifying the person of the reason for the cancellation. A person whose Social Membership is cancelled, if on the Club's RCA Premises, must immediately leave the Club's RCA Premises.
- (g) A Social Member prior to the expiry or termination of their Social Membership may choose to become an Ordinary Member by paying to the Club the then applicable subscription amount set by the Board. In that case, the member becomes liable to pay full future annual subscriptions for Ordinary Membership as they fall due.

## **6.8 Life Members**

- (a) Any Full Member who has rendered outstanding service to the Club or for any other commendable reason, may be elected to Life Membership.
- (b) An Ordinary Member is, however, not eligible to be elected to Life Membership unless they have been a member of the Club for at least 10 consecutive years.
- (c) A member is elected to Life Membership by resolution carried by at least a 75% majority of those members present and voting at an Annual General Meeting, following the submission to such meeting of a recommendation from the Board.
- (d) No more than three Life Members may be elected at any one Annual General Meeting.
- (e) Subject to and without limiting any other provision of this Constitution, a Life Member is:
  - (i) entitled to notice of any meeting of members;
  - (ii) entitled to attend, speak at and vote at any meeting of members;
  - (iii) entitled to stand for election to the Board and vote in any election of directors;
  - (iv) a member for life (subject to this Constitution); and
  - (v) not required to pay annual subscriptions.

## **6.9 Junior Members**

- (a) To be eligible for admission as a Junior Member, a person must:
  - (i) apply to be a Junior Member in accordance with Rule 7.1;
  - (ii) be of good character and repute;
  - (iii) provide written consent from a parent or guardian who is themselves a Full Member, to the person becoming a Junior Member;
  - (iv) be under the age of 18 years and satisfy the Board that they will, if elected to Junior Membership, take an active part in regular sporting activities organised by the Club.
- (b) A Junior Member is:
  - (i) required to take an active part in regular sporting activities organised by the Club;
  - (ii) not entitled to notice of any meeting of members or to attend, speak at or vote at any meeting of members; or to vote in any election of directors or stand for election to the Board;

- (iii) only permitted to use those parts of the RCA Premises of the Club for which a authorisation under sections 22 or 22A of the RCA is in force (and only in accordance with any such authorisation) but must not be served with or consume alcohol within any Club premises;
  - (iv) not entitled to the other privileges of membership except those that the Board may determine from time to time to be available to Junior Members; and
  - (v) required to pay annual subscriptions.
- (c) A Junior Member at midnight at the start of the day on which they attain the age of 18 years automatically becomes an Ordinary Member, unless they have notified to the Club that they elect not to. They are not liable to pay any Ordinary Member subscription (if any) until the expiry of the period for which they had paid a junior member subscription.

#### **6.10 Employee Members**

- (a) Any employee of the Club may be elected as an Employee Member, with their consent.
- (b) an Employee Member is:
  - (i) not entitled to notice of any meeting of members, not entitled to vote in any election of directors or at any meeting of members, not entitled to stand for election to the Board, and not entitled to attend or speak at any meeting of members except by the invitation of the meeting
  - (ii) subject to the provisions of this Constitution;
  - (iii) not a member for life; and
  - (iv) required to pay annual subscriptions (if any) as prescribed by the Board.
- (c) The Club must transfer a person who is Full member (other than a Life Member), to Employee membership if they become an Employee.
- (d) The Club may transfer a person who is an Employee member to Ordinary Membership if they cease to be an Employee. However, and despite anything elsewhere in this Constitution, in that case the Board in its absolute discretion may subsequently at any time terminate that person's Ordinary Membership at any time without cause.
- (e) The Board, the CEO or any person acting with the authority of the CEO may at any time cancel a person's Employee Membership without notice to the person and without notifying the person of the reason for cancellation.
- (f) A person whose Employee Membership is cancelled, if on the Club's premises, is required to immediately leave the premises and must leave the Club's premises.

#### **6.11 Honorary members**

- (a) The Board may, in its sole discretion, confer the status of Honorary member for a specified term, including for life, on any person who is a prominent citizen or local dignitary.
- (b) The Club is not an RSL or services club within the meaning of section 30A(4) of the RCA. Accordingly, the Club is not obliged to admit someone is an honorary member under the operation of that provision.
- (c) When Honorary membership is conferred on any person the following particulars must be entered in the Club's Register of Honorary members:



- (i) the name in full of the Honorary member;
  - (ii) the residential address of the Honorary member;
  - (iii) the date on which Honorary membership is conferred;
  - (iv) the date on which Honorary membership is to cease.
- (d) An Honorary member is:
- (i) not entitled to notice of any meeting of members or to attend, speak at or vote at any meeting of members; or to vote in any election of directors or stand for election to the Board;
  - (ii) subject to the provisions of this Constitution;
  - (iii) not required to pay annual subscriptions; and
  - (iv) otherwise entitled to the other privileges of membership.
- (e) The Board may cancel or suspend the membership of any Honorary member at any time without notice and without being required to give reasons.

## **6.12 Provisional members**

- (a) A Provisional member is a person who:
- (i) has applied for admission as an Ordinary Member or Social Member of the Club;
  - (ii) has paid the appropriate ruling entrance fee (if any) and annual subscription;
  - (iii) has been notified by the Club of their admission as a Provisional member (pending a decision on their application) – this notification may be oral, when the candidate has provided the membership application; and
  - (iv) is awaiting a decision on the application and has not had the application refused.
- (b) A Provisional member is:
- (i) not entitled to notice of any meeting of members or to attend, speak at or vote at any meeting of members; or to vote in any election of directors or stand for election to the Board; and
  - (ii) subject to the provisions of this Constitution.
- (c) Provisional members are only entitled to the privileges of membership as determined by the Board from time to time.
- (d) On admission as an Ordinary Member, a Provisional member ceases to be a Provisional member on and from that date.
- (e) The Club may terminate the membership of a Provisional member at any time without notice and without being required to give any reason. A Provisional member whose membership is terminated by the Club and who has paid an entrance fee or annual subscription when nominating for Full membership is not entitled to any refund but the Club may refund the whole or part in special circumstances on request.

### 6.13 Temporary members

- (a) The Club may admit as a Temporary member, in accordance with procedures established by the Board from time to time, any person who:
  - (i) is a full member (as defined in the RCA) of any other registered club or of an interstate club within the meaning of section 30(13) of the RCA, being a person who, at the invitation of the Board or a Full member, attends on any day at any premises of the Club for the purpose of participating in an organised sport or competition to be conducted by the Club on that day, from the time on that day when the person so attends the Club's premises until the end of that day; or
  - (ii) is a member of another registered club which other club has objects similar to those of the Club; or
  - (iii) is visiting any premises of the Club and whose permanent place of residence is more than five kilometres from those premises (or such greater or lesser distance as may be determined from time to time by the Board for this purpose, subject to the requirements of the RCA and noting that at the date this Rule is adopted, the minimum permissible is five kilometres); or
  - (iv) is an interstate or overseas visitor.
- (b) The Club may admit a person as a Temporary member for a period of up to, but not exceeding, seven consecutive days (or such longer period as the Authority may approve in writing in relation to the Club).
- (c) The Club has a complete discretion as to who to accept as a Temporary member, even if a person otherwise qualifies.
- (d) A Temporary member is:
  - (i) not entitled to notice of any meeting of members;
  - (ii) not entitled to stand for election to the Board;
  - (iii) not entitled to attend, speak at and vote at any meeting of members;
  - (iv) not entitled to participate in or vote in any meeting of any election of Board members;
  - (v) subject to the provisions of this Constitution; and
  - (vi) not required to pay an entrance fee or annual subscriptions.
- (e) A Temporary member must record the following details in the Club's Register of Temporary members on every day they attend any RCA Premises of the Club:
  - (i) full name;
  - (ii) residential address; and
  - (iii) signature,

except that a Temporary member, who has been admitted as a Temporary member for a period permitted by this Constitution and the RCA, is only required to record those details on the first time during their period of temporary membership that they attend any RCA Premises of the Club or otherwise to the minimum extent required by or for compliance with the RCA from time to time.

- (f) Temporary members are only entitled to use the facilities and amenities of the Club as and to the extent determined by the Board from time to time.
- (g) The Board, the CEO or any person acting with the authority of the CEO may at any time terminate a person's Temporary membership without notice and without being required to give any reason. A person whose Temporary membership is terminated, if on the Club's premises, must immediately leave the Club's premises.

#### 6.14 Member discounts

The Club may offer pricing for goods and services with a member discount. Unless the Club determines otherwise in a particular case, any such discount is not available to guests of members or to Provisional, Temporary or Honorary members.

#### 6.15 Members' rights

A summary of members' rights by category of membership:

Members' Rights	Ordinary or Special	Life	Social	Employee	Junior	Honorary	Provisional	Temporary
Notice of meeting of members	✓	✓	×	×	×	×	×	×
Attend, speak and vote at members' meetings*	✓	✓	×	×	×	×	×	×
Notice of Board member election	✓	✓	×	×	×	×	×	×
Vote in Board member election*	✓	✓	×	×	×	×	×	×
Can be nominated to Board*	✓	✓	×	×	×	×	×	×
Can be nominated as Chairperson/Deputy Chairperson *	✓	✓	×	×	×	×	×	×
Can be nominated for Life Membership*	✓	-	×	×	×	×	×	×
Membership for Life*	×	✓	×	×	×	×	×	×
Can introduce guests to the Club*	✓	✓	✓	✓	×	✓	✓	Limited
Entitlement to exercise other membership benefits may be limited by the Board	×	×	✓	×	✓	×	×	×
Entitlement to member discounts	✓	✓	✓	✓	✓	×	✓	×

\* Subject to other limits in this Constitution

#### 6.16 Amalgamations

##### (a) Application

The provisions of this Rule 6.16 apply whenever the Club as the continuing club completes and is planning for completion, an amalgamation with another registered club (**Dissolved Club**) in conformity with the provisions of the RCA and the Liquor Act.

(b) **New Class of membership**

The Board must, by resolution, create a new membership class with a name signifying a historical connection with the Dissolved Club (the **New Class**). The New Class will be referred to by the name chosen by the Board. The members of the Dissolved Club as defined in section 17AC(2) of the RCA in each New Class have the same rights and entitlements as Ordinary Members including in relation to entry to and enjoyment of the facilities at any of the Club's premises, however:

- (i) although they are entitled to attend an annual or other general meeting of the Club;
- (ii) they are not entitled to speak or vote at any such meeting or to nominate a candidate for election as a director or to vote in an election of directors, unless at the time of the meeting, nomination or vote respectively they have continuously been a member of this Club for at least the previous five years (and see also the Board and Board Elections Regulations 6(b) and 9(a)).

(c) **Recognition of members**

Each of the members of the Dissolved Club who is not already a member of the Club and who is a financial full member of the Dissolved Club on the date of the completion of the amalgamation between the Dissolved Club and the Club:

- (i) may be admitted as relevant a New Class member of the Club:
  - (A) if that member has agreed to be a member of the Club pursuant to the amalgamation by providing the Club with a consent materially in the following form:

I ..... of .....  
(print name and address)  
..... of .....  
(Member No.) (Name of Amalgamating club)

*agree to be a member of Mingara Recreation Club Limited and  
agree to be bound by the Constitution of the Club.*

*Date: .....*

*Signature: .....*

- (B) by being recorded in the Club's records as being such a member, without being required to be proposed or seconded for election nor elected by the Board, and with any entrance fee or initial annual subscription being treated as paid and discharged by virtue of the assets received from the Dissolved Club and despite any other provision of this Constitution;

but the Board may refuse admission to any particular member or former member of the Dissolved Club who has previously been refused membership or expelled from membership of this Club or who otherwise in the opinion of the Board does not meet the requirements for membership of this Club;

- (ii) on being so recorded as a New Class member has all the rights and privileges of other Ordinary Members and the same obligations as other Ordinary Members, subject to any other express provision of this Constitution;
- (iii) despite anything to the contrary elsewhere in this Constitution, unless they were already a member of the Club in their own right at the date of the amalgamation a New Class member:

- (A) may not within five years of becoming a member of the Club vote on any special resolution to amend this Constitution (and pursuant to section 136(3) of the Corporations Act, it is a requirement that a special resolution does not have the effect of amending this Constitution unless the voting on the resolution is in compliance with this provision);
- (B) may not within five years of becoming a member of the Club, take office as a director of the Club (but this disqualification may be waived for a proposed candidate for election as a director, by a resolution of the Board in respect of which at least two thirds of the directors vote in favour); and
- (iv) if they were formerly a Life Member of the Dissolved Club, may be so identified in this Club's records but they are not thus entitled to Life Membership of this Club.

(d) **Further members in a New Class**

If, after completion of an amalgamation, the Club continues to operate premises formerly operated by the Dissolved Club (the **relevant premises**) then the Board may resolve in determining the election of a person who has made application for Ordinary Membership, that they are to become a member of the Club in the relevant New Class and (within the meaning of section 17AJ(4) of the RCA) in relation to the relevant premises.

(e) **Recording of members in a New Class**

For each member in a New Class the Club must record their membership in that class in the Club's Register of members. If a member is recorded in the Register of members as being a member in a New Class then that is conclusive evidence that the member is a member in that class unless the contrary is proved.

## 7. **ADMISSION AS A MEMBER**

### 7.1 **Membership application**

- (a) A person may apply to become a member by completing and signing the form of application prescribed by the Board from time to time and providing:
  - (i) a Personal Email Address,
  - (ii) such photographic and other personal identification materials, prescribed for that purpose from time to time by the Board, and
  - (iii) any further information or documents as required from time to time by the Board which may include occupation, qualifications, details and particulars of service with armed forces, details of membership of any sub-branch of RSL NSW, details of sporting interests and achievements, details of involvement with charity and welfare organisations and membership of any Single Interest Group (see Attachment 3 regulation 8).

**Personal Email Address** in relation to a person, means a current email address for that person that is used exclusively as an address for emails to that person and is not also used by some other person as an email address for that other person.

- (b) The Board may require or permit:
  - (i) an application for membership to be made online (including with electronic signing and the provision of any document or information required by the Club, electronically), and

- (ii) (without limiting the previous provision) lodgement of a membership application electronically.
- (c) The CEO and any employee so authorised by the CEO, may exempt an applicant from the obligation to provide a Personal Email Address, for any period of time and may withdraw the exemption at any time.

## **7.2 Consideration of application**

The Board is not obliged to consider any membership application, may accept or reject a membership application as the Board sees fit, and is not required to give any reasons for rejecting any application for membership or for not electing a candidate.

## **7.3 Election of Full members**

- (a) The election of a Full member (other than a Life Member) is and may only be by a resolution at a duly convened meeting of the Board or a membership committee appointed by the Board.
- (b) The names of the members of the Board or membership committee who vote on any resolution to admit a new member must be recorded.
- (c) The names of persons proposed for election as an Ordinary Member must be displayed in a conspicuous place on the premises of the Club through which the application was received, or at the Club's parent premises at Tumbi Umbi, (as the Board determines) for at least one week before their election.
- (d) Also, an interval of at least two weeks must elapse between the proposal of a person for election as an Ordinary Member and their election.
- (e) The admission of a new member is completed by and becomes effective from the entry of their name in the Club's Register of members without any further action and irrespective of any notification to the new member.
- (f) The Club may, but is not obliged, to notify a member of their successful election.
- (g) A new member must promptly pay any unpaid entrance fees or first annual subscription in relation to their membership.
- (h) If a person who has been elected as a Full member (other than a Life Member) has not paid the entrance fees and annual subscription, if any, within one month of being notified of their election, the Board may in its absolute discretion revoke its resolution to admit the person to membership of the Club.

## **8. FEES**

### **8.1 Membership fees**

- (a) There are two types of membership fees, being entrance fees and annual subscriptions.
- (b) The Board may from time to time prescribe the entrance fees, annual subscriptions, charges and other amounts payable by members each membership class and for different categories of persons within each membership class, subject to the other provisions of this Constitution and the RCA.

### **8.2 Entrance fees**

- (a) Entrance fees (if any) are set by the Board from time to time for admission to Ordinary Membership.

- (b) Any entrance fees are payable in the manner specified by the Board from time to time and are due and payable at the time a person applies to be a member, or at such other times as may be specified by the Board at the time of the election of the member.
- (c) The Board may from time to time either generally or in an individual case, suspend the payment of entrance fees or reduce the entrance fees payable by a candidate or a class of candidates, where in the opinion of the Board there are special and extenuating circumstances.

### **8.3 Annual subscriptions**

- (a) Each member must pay an annual subscription at the rate (if any) applicable to their class and category from time to time, in advance either annually or by monthly, quarterly or half-yearly instalments, or for more than one year in advance, as determined and permitted by the Board.
- (b) The annual subscription (if any) for any class or category of Full members must not be less than any minimum set by the RCA (if any).
- (c) Each member must pay their annual membership subscription at the applicable rate on or before the anniversary of the date of the lodgment of their application for membership as recorded in the Club's records.
- (d) A new member must pay the annual subscription for the current year, but the Board may rebate the amount payable to take account of the period of the current annual subscription year that has already passed.
- (e) The Club may forward notice to a member to advise that their annual subscription is due or falling due but is not obliged to do so.
- (f) The Board may from time to time either generally or in an individual case, suspend the payment of entrance fees or reduce the entrance fees payable by a candidate or a class of candidates, where in the opinion of the Board there are special and extenuating circumstances.

### **8.4 Non-payment of entrance fees or annual subscriptions**

- (a) A member is unfinancial if they do not pay an entrance fee, or an annual subscription, by the due date. The Board, or any club executive acting under a general authorisation from the Board in that case may:
  - (i) suspend the member from any or all privileges of membership for so long as the member remains unfinancial; and
  - (ii) terminate the member's membership if the member remains unfinancial after two months from the relevant due date.
- (b) This Rule does not affect any other right or remedy of the Club, or any other provision of this Constitution, in relation to a member who is unfinancial.
- (c) If a membership is terminated under this Rule:
  - (i) the Club must update the Register of members accordingly with details of the date and to record "unfinancial" as the reason for the termination;
  - (ii) the recording of the termination of the membership in that Register is sufficient and conclusive evidence of the due termination of that membership except where the contrary is proved;

- (iii) the Club may later correct the Register if the club is reasonably satisfied that a correction is appropriate;
  - (iv) the Club may but is not obliged to notify the former member and to keep a record of the details of the former member; and
  - (v) the former member must surrender, and the Club is entitled to confiscate, any relevant Club membership card or badge or other indicia of membership.
- (d) The provisions of Rule 12 do not apply to the termination of a membership under this Rule.
  - (e) If a person has had their membership terminated under this Rule 8.4, they are not disqualified from re-applying for membership but they must re-apply if they wish to be re-admitted.
  - (f) Whilst a member is unfinancial, they may not take part in any competition, game or match organised by or within the Club or representing the Club. That applies even if the person has otherwise qualified for or paid any fee in relation to the competition, game or match.
  - (g) The Club in its absolute discretion may refuse to allow a member who was unfinancial to participate in or accrue or receive any benefit under any Club programme, scheme or promotion in respect of periods when the member was unfinancial.

## **8.5 Life Members not required to pay further fees**

- (a) Life Members are not to be required to pay further entrance fees or annual subscriptions after their admission as a Life Member. This Rule does not excuse payment by Life Members other charges and fees such as fees in relation to functions or promotions, participation in Club activities or for joining Intra Clubs of the Club.
- (b) A Life Member who has paid annual subscriptions prior to admission to that class of membership is not entitled to any refund.

## **9. Patron**

### **9.1 Appointment**

The members in general meeting may appoint one or more patrons from time to time upon recommendation being made by the Board to the meeting.

### **9.2 Consequences of appointment**

Any patron so appointed (if not already a member of the Club) by virtue of being appointed, becomes an Honorary Member for the duration of their appointment as patron but subject to the other provisions of this Constitution.

## **10. Employees and former employees**

### **10.1 Restrictions on Employee Members and former employees**

- (a) For the purposes of this Rule a contractor or supplier who provides goods or services to the Club is not an employee merely because of that relationship.
- (b) An employee of the Club may also be a member of the Club but for so long as they are an employee, only in the category of Employee Membership. A former employee may apply to become an Ordinary Member but the other provisions of the Constitution apply.



- (c) However, despite anything elsewhere in this Constitution a member may not vote at any meeting of the members of the Club, and may not be nominated for election as a Director or be elected or appointed as a Director, if they:
  - (i) are then an employee of the Club
  - (ii) have been an employee of the Club at any time within the previous three years, or
  - (iii) have been an employee of the Club and their employment was terminated by the Club otherwise than due to retrenchment.

## 10.2 Waiver by unanimous Board resolution

The Board by a unanimous resolution of all directors may waive or reduce the post-employment restrictions applying under Rule 10.1(c).

## 11. MEMBERS' CODE OF CONDUCT

- (a) Each member at all times must comply with the letter and spirit of the Members' Code of Conduct set out in Attachment 1 of this Constitution (as amended by resolution of the Board from time to time).
- (b) The Members' Code of Conduct set out in Attachment 1 is a By-law. As such, the Board by resolution may amend, vary or replace that Code; and any such amendment, variation or replacement takes effect from the time that it is notified on the Notice Board.

## 12. DISCIPLINARY PROCEEDINGS CODE

The Disciplinary Proceedings Code set out in Attachment 2 of this Constitution, and the regulations set out in that Code, apply with the same force and effect as the Rules set out in the main body of this Constitution.

## 13. CEO'S POWER TO BAN ENTRY, REMOVE OR IMMEDIATELY SUSPEND

- (a) This Rule 13 does not limit the provisions of Rule 14.
- (b) The CEO, or in the CEO's absence the senior employee of the Club then on duty at the Club's premises from time to time (the **senior employee**), may:
  - (i) refuse entry to any of the Club's premises or facilities or properties, and remove and turn out of any of the Club's premises or facilities or properties, any person who is not a member of the Club; and
  - (ii) refuse to admit to any of the Club's premises or facilities or properties, and turn out of any of the Club's premises or facilities or properties, and if thought appropriate, also suspend the membership of, any member if in the opinion of the CEO or the senior employee:
    - (A) it is likely that the Club will be issuing a Hearing Notice to the member; or
    - (B) the member's presence on the Club's premises may render the Club or the CEO or other Club employee liable to a penalty or consequence under the RCA or any other legislation;
    - (C) that is required or appropriate in order for the Club to meet the Club's obligations under the ClubsNSW Gaming Code of Conduct or any corresponding document in force from time to time;

- (D) that is required or appropriate in order for the Club to comply with a recommendation or direction from any police officer, inspector acting under the gaming legislation, or officer of any other statutory authority or regulatory or other body;
  - (E) that is required or appropriate in order for the Club to comply with any of its obligations in relation to workplace health or safety; or
  - (F) the member is intoxicated, violent, quarrelsome or disorderly, or
  - (G) the member's presence renders the Club potentially liable to prosecution or penalty, or potentially in breach of any other lawful requirement obligation or direction, or
  - (H) the member smokes or vapes, within the meaning of the *Smoke-Free Environment Act 2000*, while on any part of the Club's premises that is a smoke-free area within the meaning of that Act, or
  - (I) the member uses, or has in their possession, while on Club premises any substance that is or is suspected of being a prohibited plant or a prohibited drug, or
  - (J) the Club is authorised or required to refuse access under the conditions of any of the Club's liquor licences or according to a term of a Liquor Accord or similar agreement to which the Club is a party; or
  - (K) the member has engaged or used any part of the Club's premises for an unlawful or unsavoury purpose or a purpose contrary to the provisions of this Constitution.
- (iii) A suspension under this Rule 13 continues for two months or until earlier notice is given by the Club lifting the suspension. Action taken under this Rule 13 does not preclude action being taken under any other provision of this Constitution in respect of the same person of the same circumstances.
- (c) The CEO or senior employee may decide to exercise that power of suspension in the absence of the member and when the member is not on or is no longer on any of the Club's premises. These powers may be exercised without the need for any notification to the member or hearing and without the need to give any additional reason.
  - (d) The CEO or senior employee may exercise that power of suspension without prior notification to the member and the suspension takes effect immediately without the need for any prior notice to the member.
  - (e) The powers in this Rule 13 are in addition to the powers under section 77 of the Liquor Act and the powers under any other provision of this Constitution.
  - (f) The provisions of this Rule 13 are not limited by Rule 12.
  - (g) The rules of natural justice are excluded for the purposes of, and do not apply to the operation of this Rule 13.

## **14. BANNED OR SELF-EXCLUDED MEMBERS**

- (a) The CEO, or in the CEO's absence the senior employee has the power to and may suspend a member's membership and remove the member from any of the premises of the Club where the CEO or senior employee on reasonable grounds apprehends that the member has chosen to self-exclude themselves from any part of the Club's premises or

from any part of any other licensed premises or has been self-excluded from or banned from entry into or expelled from any other licensed premises.

- (b) The CEO or senior employee (acting under this Rule 14) may suspend the member's membership for a nominated fixed period although the suspension may then be further extended by the further exercise of the power conferred under this Rule 14. The CEO or senior employee may, alternatively, suspend the member indefinitely in which case the suspension continues until the Club notifies the member that the suspension is terminated.
- (c) The CEO or the senior employee may decide to exercise that power of suspension in the absence of the member and when the member is not on or is no longer on any of the Club's premises. These powers may be exercised without the need for any notification to the member or hearing and without the need to give any additional reason.
- (d) The power in this Rule 14 is in addition to the powers under section 77 of the Liquor Act and the powers under any other provision of this Constitution.
- (e) The rules of natural justice are excluded for the purposes of, and do not apply to the operation of this Rule 14.

## **15. REGULATION OF SUSPENSIONS**

- (a) Where a member has been suspended, they must not exercise any right of a member such as seeking access to any of the Club's premises, facilities or properties or participation in any Club activity (except to the limited extent if any, that the CEO in the discretion permits).
- (b) Where the CEO or a senior employee exercises any power of suspension, the Club must use its reasonable endeavours to notify the member. The notification may be oral or by notice through any other means. However, the absence of notification does not affect the suspension.
- (c) The CEO or the senior employee who has exercised a power of suspension must provide a written report for the Club's records within seven days and so that the report is available for the Board or the disciplinary committee. The report must set out the facts, matters and circumstances. Any such report is confidential and only available to the Board or as the Board in its absolute discretion determines.
- (d) The Board or the disciplinary committee may at any time, on their own motion or at the request of the member, reduce the period of or end any such suspension without the need for any notification to the member or hearing and without the need to give any reason.

## **16. RESIGNATION AND TERMINATION OF MEMBERSHIP**

- (a) A member may, at any time, terminate their membership and resign from membership of the Club by:
  - (i) giving the CEO written notice of such resignation; or
  - (ii) any other statement or act that in the reasonable opinion of the CEO or the Board or a disciplinary committee signifies that the member intends to resign.
- (b) Such resignation takes effect immediately.
- (c) The Club may terminate the membership of an Honorary, Temporary or Provisional member at any time as the Club sees fit without notice and without being required to give any reason. The provisions of the Disciplinary Proceedings Code do not apply.

- (d) Where a person ceases to be a member (including a member, provisional or otherwise, whose membership is terminated, who resigns or who has died):
  - (i) they are not entitled to any refund (or part refund) of any entrance fees or annual subscriptions paid;
  - (ii) they lose any entitlement to any benefit (including any benefit of the type described in Rule 46), privilege, discount, points or rewards (accrued or accruing) due to that person;
  - (iii) continues to be liable for any entrance fees, annual subscriptions and all arrears due and unpaid at the date of cessation of membership and for all other moneys due by that person to the Club immediately prior to the person ceasing to be a member, except to the extent the Board in its absolute discretion decides otherwise;
  - (iv) if the cessation of membership results from an action by the Club pursuant to this Constitution, the Club may but is not obliged to notify the former member;
  - (v) the Club may but is not obliged to keep a record of the details of the former member; and
  - (vi) they must not use and must surrender, and the Club is entitled to confiscate, any relevant Club ID Card or badge or other indicia of membership and any rewards card, access card, security pass or the like, and any other Club property, held by the former member.

## 17. MEMBER IDENTIFICATION

- (a) Members may be issued with a Club Identification Card (**ID Card**) after being elected or appointed to membership. At the discretion of the Board, ID Cards may be exclusively digital or may be both digital and physical.
- (b) All members must carry that ID Card with them when they are on any of the Club's RCA Premises. Members on any of the Club's RCA Premises must show their ID Card if requested by the CEO, any member of the Club's staff or any member of the Board.
- (c) Members must submit to having their photograph taken when and as reasonably required by the Club for the purposes of identification or for the Club's records or for the purposes of any ID Card, including if and when the Club reasonably requires an updated photograph.
- (d) Without limiting the previous provisions, each member must also provide such other identification including in relation to verification of age, as the Club may reasonably require from time to time including when seeking entry to or on any Club premises.
- (e) The Club at any time has the right to require any person seeking to attend or remain at any of the Club's premises or participate in any activity conducted by the Club (including but not limited to attending at a meeting or seeking to speak or vote at a meeting or in an election), to produce evidence of their identity to the reasonable satisfaction of the Club in addition to producing their Club membership card.
- (f) If a person faced with such a request does not then produce evidence (or have their identity vouched) to the reasonable satisfaction of the Club, the Club is entitled to not recognise that person or any right that they might otherwise have had or exercised at that time.

## 18. PLAYER REWARD SCHEMES; STORED VALUE CARDS; PLAYER CARDS

- (a) The Club may offer player reward schemes within the meaning of section 45 of the Gaming Machines Act, in which case the Club must comply with all legal requirements from time to time applicable in relation to the operation of such a scheme.
- (b) Members from time to time may be issued with either or both:
  - (i) a player card in connection with a player reward scheme (being either an account card or a Smartcard within the meaning of the Gaming Machines Act), or
  - (ii) a similar card that is not (or not exclusively) in relation to a player reward scheme that provides for recognition of stored value or other recognition of information and credit (which may be in connection with some form of digital wallet system or scheme offered or recognised by the Club)

(each, a **Player Card**, but for which the club may use another name or other names from time to time).
- (c) In that case each member must:
  - (i) show their Player Card if requested by the CEO, any Club employee or any member of the Board;
  - (ii) not allow anyone else to possess or use the member's Player Card; and
  - (iii) use the Player Card only strictly in accordance with the requirements of any relevant By-law and of any condition of issue or condition of use that may be stipulated by the Club from time to time.
- (d) The respective rights and liabilities (including but not limited to in relation to the apportionment of any associated risk), of the Club and the member in connection with any Player Card issued to the member, are regulated by any relevant By-law and any condition of issue or condition of use that may be stipulated by the Club from time to time.

## PART 3 - MEETINGS

### 19. ANNUAL GENERAL MEETINGS

#### 19.1 Convening Annual General Meetings

- (a) The Club must hold an Annual General Meeting (AGM) each year.
- (b) An AGM is an example of a General Meeting. The provisions of this Constitution and the Corporations Act in relation to general meetings, also apply in relation to the AGM.
- (c) The Board must ensure that an AGM is held within five months of the end of the Club's financial year (or such other time as permitted under the Corporations Act), at a time and place, and in a manner, set by the Board in conformity with the other provisions of this Constitution in relating to the holding of meetings.

#### 19.2 Questions at an Annual General Meeting

The Chair of an AGM must allow a reasonable opportunity for the members as a whole at the meeting to ask questions about or make comments on the management of the Club.

### 19.3 Questions for the auditor at an Annual General Meeting

If the Club's auditor or their representative is at an AGM, the Chair must allow a reasonable opportunity for the members as a whole at the meeting to ask the auditor or the auditor's representative questions relevant to:

- (a) the conduct of the audit;
- (b) the preparation and content of the auditor's report;
- (c) the accounting policies adopted by the company in relation to the preparation of the financial statements; and
- (d) the independence of the auditor in relation to the conduct of the audit.

### 19.4 Annual Reports

- (a) The Club's Annual Report is to be made available to each member as and to the extent required by legislation.
- (b) A copy of each year's Annual Report is to be retained by the Club permanently for historical purposes.

### 19.5 Business of an Annual General Meeting

The business of an AGM may include any of the following, even if not referred to in the notice of meeting:

- (a) receipt and consideration of the annual financial report, directors' report and auditor's report;
- (b) election of directors (as the case requires in light of nominations received); and
- (c) to appoint an auditor if there is a vacancy.

## 20. GENERAL MEETINGS

### 20.1 Convening General Meetings

- (a) The Club may hold a general meeting of the members (**General Meeting**) when convened by the Board and in conformity with the other provisions of this Constitution in relation to the holding of meetings.
- (b) The Board must convene a General Meeting if it receives a request in writing from members in accordance with the provisions of the Corporations Act that confer a right on members to require the directors to call a General Meeting. In that regard:
  - (i) the provisions of the Corporations Act apply;
  - (ii) at the time of the adoption of this Constitution, the rights of members to request or call a General Meeting are mainly dealt with in section 249D, and section 249N sets out the rights of members to require that a resolution be put forward, and the related requirements and consequences;
  - (iii) any notice of meeting must include any proposed resolution requested in writing by members in accordance with the legislation and any request for a resolution must set out the proposed resolution; or
  - (iv) any proposed member resolution must relate only to matters within the power of the members (such as an amendment to the Constitution that is in reasonable and

unambiguous form) and not an operational matter that is the responsibility of the Board and must otherwise be reasonably clear and unambiguous.

## **20.2 Notice of a General Meeting**

The Club must give notice of any General Meeting to each member entitled to such notice and to the Club's auditor, in conformity with the requirements of the Corporations Act.

## **20.3 Auditors**

- (a) The Club's auditor or their representative is entitled to attend any General Meeting of the Club;
- (b) The auditor is entitled to be heard at the meeting on any part of the business of the meeting that concerns the auditor in their capacity as auditor.
- (c) The auditor is entitled to be heard even if:
  - (i) the auditor retires at the meeting; or
  - (ii) the meeting passes a resolution to remove the auditor from office.

## **20.4 Restrictions on the admission of new members pending a General Meeting**

No new Full member may be elected to membership between the time that a notice of any General Meeting is sent to members and the time of the completion of the particular General Meeting.

## **20.5 Chair of the General Meeting**

Each General Meeting must be chaired by:

- (a) the Chairperson, if the Chairperson is present and willing to act; or failing that
- (b) the Deputy Chairperson, if the Deputy Chairperson is present and willing to act; or failing that
- (c) any director selected by the Board, if that director is present and willing to act; or failing that
- (d) a member elected by the other members who are at the meeting.

## **20.6 Admission to a General Meeting**

The Chair of a General Meeting may refuse admission to (or turn out), anyone who is not entitled under this Constitution to be at that meeting.

## **20.7 Voting at a General Meeting**

In general, the rights of members to attend, speak and vote at General Meetings are determined under other provisions of this Constitution - see in particular Rule 6. However, in special cases such as under section 17AEB(d) of the RCA, the legislation may prevail.

## **20.8 Quorum for a General Meeting**

The quorum for a General Meeting is 25 members who are entitled to vote at the meeting unless the meeting is convened on the requisition of members in which case the quorum is 100 members who are entitled to vote at the meeting. A quorum must be present in order for a meeting to commence or continue.

## **20.9 Cancellation or postponement of a General Meeting**

- (a) Subject to the Corporations Act and the other provisions of this Constitution, the Board may cancel a General Meeting:
  - (i) convened by the Board; or
  - (ii) which has been convened by the Board pursuant to a request from members in accordance with Rule 20.1(b), when the Club receives a written notice withdrawing the relevant request signed by such number of those members that exceeds 50% of the requesting members or 50, whichever is less.
- (b) If within 15 minutes from the time appointed for a General Meeting a quorum is not present the meeting if convened on the requisition of members is dissolved. In any other case the meeting stands adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board may determine but the adjournment must not exceed 21 days. If at an adjourned meeting a quorum is not present the members who are present and entitled to vote are a quorum and may transact the business for which the meeting was called.
- (c) Subject to the Corporations Act, the RCA and the other provisions of this Constitution, the Board may postpone, cancel or change the venue for a General Meeting by giving notice not later than five days before the time at which the meeting was to be held (or in an urgent situation beyond the control of the Club, by such notice as the club is reasonably able to give – even if that is very short notice), to each person who is entitled to receive the original notice of meeting. A notice postponing or changing the venue for a General Meeting must specify the date, time and place of the meeting as postponed or changed.

## **20.10 Minutes**

Minutes of all resolutions and proceedings at a General Meeting must be prepared, signed in accordance with law and stored within one month of the meeting. Any such minutes must be signed by the Chair of the meeting to which it relates or by the Chair of the next succeeding meeting and, if purporting to be so signed, are prima facie evidence of the proceedings to which they relate.

## **20.11 Meeting Standing Orders**

- (a) The Meeting Standing Orders set out in Attachment 4 of this Constitution apply for the conduct of General Meetings. Those Standing Orders operate as a By-law. As such, the Board by resolution may amend, vary or replace those Standing Orders; and any such amendment, variation or replacement takes effect from the time that it is notified on the Notice Board.
- (b) However, in any event the Chair at a meeting has a discretion to relax or vary the Meeting Standing Orders from time to time in order to better ensure the reasonable, fair and orderly conduct of a meeting.
- (c) The Chair at a General Meeting has the rights and powers set out in those standing orders.
- (d) The provisions of those Meeting Standing Orders operate as a By-law and like any other By-law, may be repealed or varied by resolution of the Board.

## **21. Financial year**

The financial year of the Club commences on the first day of July and ends on the last day of June in each year or, subject to the Corporations Act, any other period as the Board may otherwise determine.



## **PART 4 - BOARD AND ELECTIONS**

### **22. REGULATION OF THE COMPOSITION OF THE BOARD AND BOARD ELECTIONS**

- (a) The Board and Board Elections Regulations set out in Attachment 3 of this Constitution, apply. Those regulations apply with the same force and effect as the Rules set out in the main body of this Constitution.
- (b) The Board and Board Elections Regulations can only be amended, varied or replaced in the same manner as any other provision of this Constitution.
- (c) Further provisions particularly relevant to directors, also appear in the following Part of this Constitution.

## **PART 5 - BOARD GOVERNANCE**

### **23. POWERS OF THE BOARD**

#### **23.1 Responsibility of the Board**

- (a) The Board is responsible for the management of the undertakings, business and affairs of the Club.
- (b) An individual director may not exercise any of the Board's powers or intermeddle in the operation of the Club except if and as authorised by due resolution of the Board and subject always to Rule 36.

#### **23.2 Powers of the Board**

- (a) At all times the management of the business and affairs of the Club is and must remain the responsibility of the Board, as required by section 30(1)(a) of the RCA, and the following provisions remain subject to that paramount requirement and obligation.
- (b) The Board by due resolution may exercise the powers and do all such acts and things as the Club is by law or this Constitution authorised to exercise and do and which are not by law or this Constitution required to be exercised or done by the Club in General Meeting.
- (c) In particular, but without limiting the provisions of Rule 36 in relation to the position of the CEO and also without limiting the Board's general powers, the Board has power from time to time:
  - (i) to delegate any of its powers (other than this power of delegation) to committees consisting of such persons as the Board determines (being either directors or members, or employees of the Club), as the Board thinks fit from time to time and to revoke any such delegation;
  - (ii) to exercise the power of delegation in section 198D(1) of the Corporations Act;
  - (iii) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club and also to compound or allow time for payment and satisfaction of any debts due to any claims or demands by or against the Club and to refer any claims or demands by or against the Club to arbitration and to observe and perform the award;
  - (iv) to determine who will be entitled to sign or endorse on the Club's behalf contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments;

- (v) to appoint, discharge and arrange the duties and powers of the CEO and to determine the remuneration and terms of employment of such CEO and to specify and define their duties;
- (vi) to fix the maximum number of persons who may be admitted to each class of membership of the Club;
- (vii) to create sections and committees for the conduct, management and control of all or any games or sporting or other activities in which the Club from time to time is engaged or interested and to define and limit the persons eligible for membership of all or any such sections and committees, and to fix or approve any supplementary subscription or any charge for membership of such sections and committees or any of them, and from time to time to terminate and dissolve any such sections or committees or to reconstitute the same on a similar or different basis;
- (viii) to set the entrance fees, subscriptions and other fees, charges and levies payable by members;
- (ix) to impose any restrictions or limitations on the rights and privileges of members relating to their use of the premises or relating to their conduct, behaviour and dress while on the premises;
- (x) to recommend the amount of honorarium payable to any director or to any other member in respect of their services rendered to the Board or to any committee of the Club and subject to approval by a General Meeting to pay such honorarium;
- (xi) to pay or reimburse out-of-pocket expenses that are of a kind authorised by a current resolution of the Board and are reasonably incurred by any director or any other person in the course of carrying out their duties in relation to the Club;
- (xii) to appoint an auditor for the Club and set the remuneration of the auditor, subject to the provisions of the Corporations Act; to purchase or otherwise acquire for the Club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as the Board thinks fit;
- (xiii) to secure the fulfilment of any contract or engagement entered into by the Club by mortgaging or charging all or any of the property of the Club as the Board thinks fit;
- (xiv) to invest and deal with any of the moneys of the Club not immediately required for the purposes of the Club in such securities and investments and in such manner as the Board thinks fit and from time to time to vary or realise such securities and investments;
- (xv) to borrow or secure the payment of any sum of money for the purposes of the Club and raise or secure the payment of such sum in such manner and on such terms and conditions in all respects as the Board thinks fit and in particular by the issue of debentures or debenture stock perpetual or otherwise and either charged upon all or any of the Club's property both present and future or not so charged or by any mortgage, charge or other security upon or over all or any part of the Club's property both present and future: any such debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders; and
- (xvi) to sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels and any property or buildings belonging to the Club and to lease any property of the Club and exchange or sell all or any of the property and buildings or other property or rights to which the Club may be entitled from time to time, subject to any restrictions under the RCA.

### **23.3 Powers of the Board to make By-laws**

- (a) The Board has power to make By-laws not inconsistent with this Constitution which in the Board's opinion are necessary or desirable for the proper control, administration and management of the Club's finances, affairs, interests, effects and property and for the convenience, comfort and well-being of the members, and from time to time to amend, rescind or replace any such By-law.
- (b) Without limiting the generality of the Board's power, a By-law may relate to any of the following matters:
  - (i) those matters as the Board is specifically by this Constitution empowered to regulate by By-law;
  - (ii) the general management and control of the trading activities of the Club;
  - (iii) the management and control of the Club's premise;
  - (iv) the activities at the Club's premises or activities fostered by the Club;
  - (v) the upkeep and control of the Club's property;
  - (vi) the conduct and disciplining of members and guests;
  - (vii) the privileges to be enjoyed by members;
  - (viii) the relationship between members and the Club's employees;
  - (ix) the control and regulation of the Club's sections and committees and the conduct and activities thereof;
  - (x) conduct at a general meeting; and
  - (xi) generally all those matters as are commonly the subject matter of club constitutions or By-laws or which are not reserved either under the Corporations Act, the RCA or this Constitution for decision by the Club in General Meeting.
- (c) The Board has power to enforce the observance of all By-laws including in accordance with the disciplinary proceedings provisions of this Constitution.
- (d) Any By-law made under this Constitution comes into force and has the full authority of a By-law of the Club on being posted upon the Notice Board or the Club's website.
- (e) The provisions of Attachments 1 (Members' Code of Conduct), 2 (Disciplinary Proceedings Code), and 4 (Meeting Standing Orders), are By-laws and are subject to amendment by resolution of the Board.

## **24. DIRECTOR'S CONFLICT OF INTEREST**

### **What interests must directors disclose?**

- (a) A director must in accordance with sections 191 and 192 of the Corporations Act disclose at a meeting of the Board as soon as practicable any material personal interest which that director has in a matter that relates to the affairs of the Club.
- (b) A disclosure under Rule 24(a) must include details of the nature and extent of the director's material interest and the relation of that interest to the affairs of the Club. The disclosure must be recorded in the minutes of that meeting of the Board.

- (c) Without limiting the application of section 191(2) of the Corporations Act, Rule 24(a) does not apply to an interest:
  - (i) which the director has as a member of the Club and which is held in common with the other members of the Club; or
  - (ii) which relates to a contract that insures, or would insure, the director against liabilities the director incurs as an officer of the Club (but only if the contract does not make the Club or a related body corporate the insurer).
- (d) The Accountability Code also applies if a director discloses an interest in a contract or proposed contract which involves the Club.

### **Consequences of a conflict of interest**

- (e) A director who in relation to a matter that is to be considered at a meeting of the Board has:
  - (i) a material personal interest, or
  - (ii) an interest that is required to be disclosed under the Accountability Code,
  - (iii) or interest that under the Club's Director Code of Conduct (if any), creates a relevant prohibition:

must not:

- (iv) vote on the matter (or in relation to a proposed resolution under Rule 24(f)(i) below in relation to the matter, whether in relation to that or a different director); and
  - (v) must not be present while the matter (or a proposed resolution of that kind) is being considered at a Board meeting, and
  - (vi) must not seek to influence the votes of any other director relation to that matter.
- (f) However, Rule 24(e) above does not apply if the participation of the director is then not otherwise contrary to the provisions of the RCA or the Accountability Code and:
  - (i) the Board has passed a resolution that identifies the director, the nature and extent of the director's interest in the matter and its relation to the affairs of the Club, and states that those other directors voting for the resolution are satisfied that the interest should not disqualify the director from voting or being present, or
  - (ii) the Australian Securities and Investments Commission has declared or ordered in accordance with section 196 of the Corporations Act that the director may be present while the matter is being considered at the meeting, vote on the matter, or both be present and vote.

## **25. OTHER RELATIONSHIPS**

Strictly subject to the other provisions of this Constitution and the RCA (including not least section 10) and also the Accountability Code:

- (a) a director may be a director or other officer of a body corporate associated with the Club without being accountable to the Club for any remuneration or other benefit received by the director as a director or officer of that body corporate; however, in each such case:

- (i) the director must first obtain the prior approval of a resolution of the Board that records the nature of the office or interest and of any benefit or remuneration to the director; and
  - (ii) any such resolution must be reported to members in the Club's next annual report;
- (b) the Board may exercise the voting rights conferred by shares in any body corporate held or owned by the Club, as the Board thinks fit in the interests of the Club: this includes voting in favour of any resolution appointing a director of the Club as a director or other officer of that body corporate or voting for the payment of remuneration to the directors or other officers of that body corporate;
- (c) no contract by a director with the Club and no contract or arrangement entered into by or on behalf of the Club in which any director may be in any way interested, is avoided or rendered voidable merely because the director holds office as a director or because of the fiduciary obligations arising out of that office;
- (d) no director contracting with the Club or being interested in any arrangement involving the Club is liable to account to the Club for any profit realised by or under a contract or arrangement of that kind merely because the director holds office as a director or because of the fiduciary obligations arising out of that office.

## 26. OTHER ACCOUNTABILITY AND TRANSPARENCY OBLIGATIONS

- (a) Each director must promptly and duly make, and cooperate in the making by the Club of, all disclosures and returns required under any legislation including the following disclosures required under or for compliance with the Accountability Code:
  - (i) disclosure of interests in contracts (clause 4);
  - (ii) disclosure of any close relative seeking employment with the Club (clause 7);
  - (iii) disclosure of any personal or financial interest in a contract relating to the procurement of goods or services or any major capital works of the Club (clause 8)
  - (iv) disclosure of any other material personal interest in a matter relating to the affairs of the Club (clause 8)
  - (v) declaration of financial interests in a hotel situated within 40 km of any of the Club's RCA Premises (clause 8); and
  - (vi) disclosure of any gift or remuneration valued at \$1,000 or more from any affiliated body of the Club or from any person or body that has entered into a contract with the Club (clause 8).
- (b) The Club must not enter into a contract with a:
  - (i) company in which a director or top executive of the Club (within the meaning of the Accountability Code) has a pecuniary interest, or
  - (ii) director or top executive,

unless the proposed contract is first approved by the Board.

- (c) The Club must not enter into a contract with a:

- (i) close relative of the CEO or of an approved manager of any of the Club's premises, or
- (ii) Company or body in which the CEO or approved manager, or a close relative of the CEO or an approved manager, has a controlling interest,

except to the limited extent permitted under clause 4 of the Accountability Code.

- (d) The Club must not enter into a contract for the remuneration by the Club of an employee who falls within the definition of a "top executive" under the RCA, unless the proposed contract has first been approved by the Board (including if required by the Accountability Code, after first obtaining and considering a report of an independent expert in that regard).
- (e) The Club must monitor the circumstances of its senior employees and keep aware of whenever an employee becomes a "top executive" within the meaning of the Accountability Code. When that happens then the Club must as soon as practicable, give written notice to that person informing them that they are a top executive and has responsibilities accordingly under the Accountability Code.
- (f) The Club must not lend money to a director. The Club also must not lend money to any employee except in conformity with the Accountability Code (including clause 6).
- (g) The Club must not directly or indirectly participate in any offer of inducement for the purpose or provision of goods or services to the Club, in a manner contrary to the RCA (including section 43A) and no director, executive or other Employee may be involved in any conduct in connection with anything that is or would if permitted be a breach of those provisions.
- (h) The Club must not enter into any management contract that is regulated by clause 5 of the Accountability Code, except in strict compliance with the requirements of that provision.

## **27. VALIDITY OF DIRECTOR'S APPOINTMENT**

All acts done by a director or by any person acting as a director will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the director or person so acting, or that the directors 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.

## **28. BOARD CHARTER**

- (a) The Board may adopt a Board Charter and may from time to time vary or repeal the Board Charter.
- (b) The Board and each director must conduct themselves in conformity with the Board Charter (if any) current from time to time.

## **29. DIRECTOR CODE OF CONDUCT**

- (a) The Board may adopt a Director Code of Conduct and may from time to time vary or repeal the Director Code of Conduct.
- (b) Each director must conduct themselves in conformity with the Director Code of Conduct (if any) current from time to time. The Board may report to members where in the bona fide opinion of the Board there has been a material breach of the Director Code of Conduct by a director including if the Board so determines, providing the name of the director and particulars.

### **30. DISCLOSURES AND ALSO ACCOUNTABILITY AND DISCLOSURES PROTOCOL**

- (a) The Club must maintain a Disclosures Register in compliance with the Accountability Code.
- (b) The Club must have, implement and keep up to date, an Accountability and Disclosures Protocol for managing matters relevant or potentially relevant to disclosures required to be recorded in the Disclosures Register.
- (c) The Club at any time acting reasonably may require any Director or other Club officer to certify details and particulars of any matter or matters required to be recorded in the Disclosures Register and the Director or officer must comply.

### **31. PROCEEDINGS OF THE BOARD**

- (a) The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it thinks fit but must meet regularly and at least as often as reasonably required in order to maintain appropriate oversight over Club operations, and at a minimum at least as often as required by the RCA or other relevant legislation. A record of all directors present and of all resolutions and proceedings of the Board must be entered in a Minute Book provided for that purpose.
- (b) The Chairperson may at any time call a meeting of the Board. The CEO must call a meeting of the Board upon the request of the Chairperson or of not less than two directors.
- (c) Subject to anything to the contrary in the Board Charter:
  - (i) each director must provide an email address to the CEO for the purpose of receiving notices of Board meetings, which is noted in the Club's records;
  - (ii) at least 48 hours' notice of a Board meeting must be given to each director by email except in the case of an emergency when only such notice as is practicable is required;
  - (iii) notice may be by phone or email;
  - (iv) a notice of a Board meeting must specify the time, and place of or form of technology for, or both, for the meeting;
  - (v) a notice of a Board meeting may, but need not, include a summary of the business to be transacted at the meeting because unlike members where a General Meeting is called, directors are always expected to attend a Board meeting anyway in the absence of particular extenuating circumstances – although Directors are entitled to expect that usually a notice will include a sufficient summary of the business to be proposed or transacted; and
  - (vi) accidental non-receipt of a notice duly sent, or the inability to give notice to a particular director who does not have a current nominated email address, or a failure to give notice to a director on leave of absence approved by a Board resolution, does not invalidate the Board meeting.
- (d) Subject to this Constitution, questions arising at any meeting of the Board are decided by a majority of votes. If there is a tied vote on a proposed resolution, the Chair of the meeting has a casting vote in addition to a first vote. There is no presumption that a casting vote will be cast either for or against the particular motion.

- (e) A director is not entitled to appoint an alternate director to attend any Board meeting in lieu of the director.

## **32. WHO CHAIRS BOARD MEETINGS?**

The Chairperson must take the chair at a meeting of the Board. If the Chairperson is unwilling or unable to act, the Deputy Chairperson must take the chair. If that Deputy Chairperson is unwilling or unable to act, then a director chosen by the Board at the meeting chairs the meeting.

## **33. WHAT IS THE QUORUM FOR A BOARD MEETING?**

### **33.1 Quorum**

- (a) Subject to Rules 33.1(b) and 33.1(d) below, the quorum for a Board meeting is four directors.
- (b) No business may be conducted at a Board meeting except when a quorum continues to be present.
- (c) Subject to rule 33.1(d) below, the Board may from time to time where written notice of the wording of the motion for the resolution has been given to each director at least seven days in advance of the meeting, resolve that from the time of the resolution, specific business of a particular type specified in the resolution is “special business”.
- (d) Despite Rule 33.1(a), above a resolution:
  - (i) that business of a particular type is special business;
  - (ii) to rescind a resolution that business of a particular type is special business; or
  - (iii) otherwise in respect of any matter concerning special business,

requires votes in favour at the meeting from at least five directors in order to be passed.

### **33.2 Lack of quorum**

Despite Rule 33.1(a), the continuing members of the Board may act despite their number being reduced below the number necessary for a quorum, for the purpose of increasing the number of members of the Board to that number or summoning a General Meeting of the Club, but for no other purpose.

### **33.3 Acting whilst there is a casual vacancy**

- (a) The Board may continue to act despite any casual vacancy.
- (b) This provision does not limit Rules 33.1 (Quorum) or 33.2 (Lack of quorum).

### **33.4 Circulating resolutions by directors**

In addition to the provisions of the replaceable Rule in section 248A of the Corporations Act:

- (a) (without limiting the other provisions of this Constitution), a circulating resolution requiring unanimous consent of all directors, may be distributed and adopted electronically; and also
- (b) a resolution adopted (electronically or otherwise) by a majority of those directors entitled to vote in relation to that resolution by them signing a statement otherwise in accordance with section 248A, is valid if each director has received at least 24 hours’ notice of the resolution.



### **33.5 Technology may be used to assist the Board**

- (a) (Without otherwise limiting the other provisions of this Constitution), a director may attend a meeting of the Board using any technology consented to by at least four of the directors. The consent may be a standing one. A director may only withdraw their consent within a reasonable period before the meeting.
- (b) When a director attends a meeting of the Board using technology, the following provisions apply.
  - (i) A meeting of the directors may consist of a conference between directors, some or all of whom are in different places, if each director who participates is able:
    - (A) to hear each of the other participating directors addressing the meeting; and
    - (B) if they wish to address each of the other participating directors, to do so simultaneously.
  - (ii) The attendance of a director at a Board Meeting by technology can be effected by:
    - (A) telephone;
    - (B) video conferencing;
    - (C) internet;
    - (D) other technology (whether or not the technology exists when this provision is adopted) which permits each director to communicate with every other director present at the Board meeting; or
    - (E) any combination of the technologies described in (A) to (D) above.
  - (iii) A quorum is present if at least the number of directors required to form a quorum are participating in accordance with the other provisions of this Rule. A meeting held in this way is taken to take place where the person chairing the meeting is located.
  - (iv) A director is conclusively presumed to be present and to form part of the quorum of a meeting at all times during a meeting when participating in a permissible manner by technology, unless the director has notified the Chair that the director is leaving the meeting or the Chair has actual knowledge that the connection to the director has ceased to function.

### **34. MINUTES, ACCOUNTS, REGISTERS AND RECORDS**

- (a) The Board must cause minutes of all proceedings and resolutions of each Board meeting and of resolutions passed by directors without a meeting (see below), to be prepared, signed and kept in books created for that purpose.
- (b) Minutes of a meeting must be signed by the chair of the meeting or the chair of the next meeting, no later than one month after the meeting.
- (c) A minute that is recorded and signed in accordance with this Constitution is evidence of the proceeding, or resolutions which it relates, unless the contrary is proved.
- (d) Subject to the Corporations Act, the Board may determine whether, and to what extent if any, and at what time in places and under what conditions, the minute books, accounting

records and other documents of the Club or any of them are open to inspection by members other than directors.

- (e) A member other than a director does not have the right to inspect any books, records or documents of the Club except as provided by law or authorised by the Board.
- (f) The Club must keep registers of members in the forms and with the details required by the RCA and the Corporations Act and including:
  - (i) the member's full name, postal and email address and membership category; and
  - (ii) any other information that the Board may direct be kept on the registers.

Those registers may be in conjunction with, or in addition to, the register of members that the Club is required to keep for the purposes of the Corporations Act.

- (g) The Club must establish and administer all registers and other records required to be kept by the Club in accordance with all legal requirements including the requirements of the Corporations Act and of the RCA in relation to the maintenance of records or reporting; and each member must provide the Club with such information as is required by the Club to comply with its obligations and reasonable other requirements in relation to the keeping of records.
- (h) If an event occurs that causes information, in connection with a member, that is contained in a register maintained by the Club to be inaccurate then the member concerned must notify the Club in writing of the change within 21 days. That includes but is not limited to any change of address or change of Personal Email Address or mobile or other phone number;
- (i) Any such register or record is sufficient evidence of the matters shown in the register or record, except to the extent proved incorrect in a particular respect.
- (j) The Club must keep the financial and other records required by the Corporations Act and required by the RCA.
- (k) Any minutes, accounts, registers and records required to be maintained by the Club may be in either electronic or physical form, or a combination, as is permitted by law.

### **35. COMMITTEES OF THE BOARD**

- (a) The appointment of a committee by the Board does not operate to exclude any power or right of the Board.
- (b) In accordance with the Corporations Act, each committee of the Board must keep proper minutes of all meetings and decisions in the same manner that the Board is required to keep minutes of its own meetings and decisions.
- (c) Each committee of the Board must conduct itself in such manner as directed by the Board and otherwise, in the same manner as the Board is required to conduct itself.
- (d) This provision does not limit the general words of the previous provision. Each committee of the Board may act only in relation to the matter or matters specifically delegated to the committee by the Board and subject to all limitations and restrictions imposed by the Board. The Board may impose requirements on a committee including in the form of a specific charter for a particular committee or in the form of a general charter or By-law applying to all committees.
- (e) Each member of a committee of the Board is bound by and must conduct themselves in conformity with:

- (i) any Director Code of Conduct (if any) adopted by the Board that is current from time to time, as if for that purpose they are a director;
  - (ii) any Charter or Code adopted by the Board generally in relation to committees of the Board or specifically in relation to the particular committee, from time to time.
- (f) Unless otherwise directed by the Board, the quorum for a committee meeting is that number equal to a bare numerical majority of the total number of Committee members. To count, a Committee member must be present in person or through technology in the same manner as permitted under this Constitution for attendance at a Board meeting. No business may be conducted at a committee meeting except when a quorum is present.
- (g) Without limiting the other provisions of this Constitution, the Board may appoint:
- (i) one or more advisory boards in respect of particular Club RCA Premises; and
  - (ii) one or more disciplinary committees to exercise the Board's disciplinary powers in connection with matters principally concerning (or members principally connected with), one or more of the Club's RCA Premises (and a particular Advisory Board may also be appointed as a Disciplinary Committee).

## **PART 6 - CEO**

### **36. NATURE OF THE POSITION OF THE CEO**

In accordance with section 32 of the RCA the Club must at any time have one, but no more than one, secretary who is to be the Chief Executive Officer of the Club.

## **PART 7 - RISK ALLOCATION**

### **37. INSURANCE AND INDEMNITY OF OFFICERS**

- (a) To the extent permitted by law, the Club:
- (i) must indemnify each Relevant Officer against a Liability of that person and Legal Costs of that person;
  - (ii) may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person;
  - (iii) may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against a Liability of that person and Legal Costs of that person;
  - (iv) may enter into an agreement or deed on terms and conditions determined by the Board, with a Relevant Officer or a person who is, or has been an officer of the Club or a subsidiary of the Club, under which the Club must do all or any of the following:
    - (A) keep books of the Club and allow either or both that person and that person's advisers access to those books on the terms agreed;
    - (B) indemnify that person against any Liability of that person;
    - (C) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
    - (D) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Club or a subsidiary of the

Club, on the terms agreed (including as to the payment of all or part of the premium for the contract of insurance).

- (b) Any such agreement or deed with a Relevant Officer or other such person, must first be approved by the Board in conformity with the Accountability Code.
- (c) For the purposes of this Rule, the following expressions have the meaning indicated:
  - (i) **Legal Costs** of a person means legal costs incurred by that person in defending a claim or action for a Liability of that person or in relation to any Relevant Proceedings.
  - (ii) **Liability** of a person means any expense, loss or liability incurred by that person either as an officer of the Club or of any subsidiary of the Club; or as a result of facts or circumstances relating to the person's service as an officer of the Club or of any subsidiary of the Club; and in each case including liability for negligence; and where the context permits, including any alleged or potential such expense, loss or liability; but excluding any liability whether for costs or otherwise, arising as a result of any proceedings commenced by the person otherwise than at the written request of the Club.
  - (iii) **Relevant Officer** means a person who is, or has been, an officer of the Club (including a director or CEO) of the Club.

## PART 8 - PROVISION FOR INTRA CLUBS

### 38. SECTIONS

- (a) The Board may permit any Section (sometimes called intra-clubs, sections, internal clubs, or sub clubs) of the Club to:
  - (i) adopt a name distinctive of that section, without implying that the Section is not a section of the Club;
  - (ii) become affiliated with the body controlling any game or activity relevant to that Section on such terms and conditions (not inconsistent with the RCA or this Constitution) as that controlling body may from time to time require and to authorise payments by the Club, of capitation fees to that controlling body or as required by that body.
- (b) A Section is:
  - (i) not a committee of the Board;
  - (ii) an internal division of the members of the Club in respect of or for a particular Club purpose or function,
  - (iii) not entitled without due approval of a resolution of the Club Board (and then, subject to any conditions imposed under any such resolution), to speak for the Club nor to commit the Club to any obligation or liability, and
  - (iv) not a separate legal entity nor does it have any separate existence as an unincorporated association of its own members.
- (c) A person is ineligible to be or continue as a member of any Section of the Club unless they are an Ordinary Member or Life Member.
- (d) A Section of the Club must operate its financial affairs through the Club's banking facilities and fully cooperate with the Club's auditors.

- (e) Subject to the continuing absolute control and supervision of the Board, any requirement or direction of the Board from time to time, each Section of the Club may manage its own affairs (including Club funds and assets directly associated with the Section that are specifically identified with the Section or are in the control or position of the Section) but must make regular reports to the Board (or otherwise as the Board may require from time to time). The minutes and records of the Section or committee must also be produced regularly and promptly for inspection by or on behalf of the Board.
- (f) Subject to this Rule, the constitutions and Rules or By-laws of each Section of the Club may be amended from time to time by a majority of the members for the time being of the Section at a General Meeting of the Section. However, an amendment proposed to and approved by a General Meeting of the Section will not have effect unless and until it has been approved by resolution of the Board.
- (g) A Section must in the exercise of those powers delegated to it, conform to any charter, regulation or restriction that the Board may impose upon it from time to time. The Chairperson (or their nominee, who must be a director), has by virtue of their office the right to be a member of all Sections. A Section or committee may meet and adjourn as it thinks proper. The meetings and proceedings of a Section consisting of two or more members are, as far as practicable, governed by the provisions of this Constitution and of the By-laws if any that regulate the proceedings of the Board, unless otherwise prescribed by the Board.
- (h) A Section may take disciplinary proceedings against a member of the Section, in accordance with the constitution of the Section, only in respect of matters concerning the operation of the Section. The rules of natural justice do not apply. Any disciplinary action which is taken by a Section in respect of any member of that Section must immediately be reported to the Board together with the reasons for that action and with a recommendation as to further action (if any) to be taken by the Board. A Section has no right to exercise any of the disciplinary powers of the Board under Rule 9. The Board may overrule any decision of a Section.
- (i) Promptly when requested a Section must provide the Board with the Section's annual report and any other information required by the Board from time to time.
- (j) All assets in the possession or control of a Section are, as between that Section and its members on the one hand and the Club on the other hand, owned absolutely by the Club.
- (k) This Rule does not limit the preceding general provisions. A Section must not incur any liability in the name of the Club or binding on the Club except as expressly authorised in writing by the CEO.
- (l) The members of a Section have no legal rights to the name used for the Section or in relation to the Club's own name (or any substantially or misleadingly similar name).
- (m) Without limiting the preceding provisions, a Section must not do any of the following – and each of the following is a separate requirement that operates simultaneously with the other requirements:
  - (i) affiliate, purport to become a member of or otherwise in any similar way associate or connect with or have any relationship with, any external body, and must not accept directions or decisions from any external body or agree to be bound by directions from or decisions by any entity or person - apart from the Club, or
  - (ii) join in any competition or event or the like, that is sponsored, facilitated or arranged by any other entity or person – except in relation to something that has already been specifically approved or endorsed by the Club and even then, no more than coextensive with any approval or endorsement by the Club,

- (iii) procure or permit any direct or indirect advertising or marketing at or in connection with the Section or any Section activity - except in relation to some matter that is purely internal to the Club and not divisive;
- (iv) procure or permit anything that, if done by a member, would be in breach of the Members' Code of Conduct; or
- (v) lend or express support for, or provide any assistance for, any cause, point of view, entity, person, product or service – except in relation to some matter that is purely internal to the Club, or
- (vi) solicit or accept any form of sponsorship, partnering, marketing or other association or arrangement, with or for or from any entity or person,

except with the express approval of a prior fully informed resolution of the Board. Any such affiliation, membership, arrangement, relationship or action, that names the Section does not mean or imply anything to the contrary of the provisions of this Rule 38

## **PART 9 - CLUB OPERATIONS**

### **39. CLUB OPERATIONS**

#### **39.1 Club not to extend credit**

The Club must not extend credit to anyone or cash any cheque or allow any purchases by credit card, contrary to legislation.

#### **39.2 Club Notice Board**

There are matters that legislation or this Constitution require to be displayed on a notice board (which may be digital or digitised). The Club must have a notice board at the Club's main RCA Premises (which may but need not be, duplicated or replicated at each of the Club's other RCA Premises); and it must be:

- (a) readily accessible to and noticeable by members; and
- (b) large enough to carry the information it has to convey.

### **40. AMENDING THIS CONSTITUTION**

- (a) This Constitution may be amended by a special resolution of the Full members at a General Meeting held in accordance with this Constitution and the Corporations Act.
- (b) For the purposes of section 246B of the Corporations Act, it is agreed that the rights of members in any class of membership may be varied or cancelled by a special resolution passed at a General Meeting of the members, without a separate meeting of the members of that class. A special resolution that amends this Constitution is sufficient.
- (c) However, this Rule 40 does not limit Rules 6.5(c)(ii), 6.16(b)(i) or any other provision of this Constitution in relation to who is entitled to vote on any such proposed special resolution or vote at a General Meeting.
- (d) Pursuant to section 136(3) of the Corporations Act, it is a requirement that a resolution does not have the effect of amending the Constitution unless the voting on the resolution is in compliance with this provision.

## 41. REPLACEABLE RULES

The Corporations Act provides for “replaceable Rules” (see section 135 Corporations Act). Of those replaceable Rules, only those listed in the following table apply, subject to the other provisions of this Constitution.

Sections	Replaceable Rule
<b>Directors</b>	
198B	Negotiable instruments
203A	Director may resign by giving written notice
<b>Company secretary</b>	
204F	Terms of office determined by directors
<b>Inspection of books</b>	
247D	Company or directors may allow member to inspect books
<b>Directors' meetings</b>	
248A	Circulating resolutions
248G	Passing of directors' resolutions
<b>Meetings of members</b>	
250G	Objections to right to vote
250M	When and how polls must be taken

## 42. NOTICES, MEETINGS AND VOTING – REQUIREMENTS AND FACILITATION

### 42.1 Mandatory requirements of legislation

The Club must comply with any requirement that is mandatory under the Corporations Act or other legislation applying to the Club, in relation to the timing or manner of giving a member a notice of meeting or other notice or a document or information, or in relation to the holding of a meeting or in relation to voting at a meeting.

### 42.2 Inconsistencies

If any of the following provisions in this Rule 42 is inconsistent with any such mandatory requirement then the mandatory requirement applies to the extent of the inconsistency.

### 42.3 Section 30C of the RCA

The rules prescribed by Section 30C of the RCA, are in force.

### 42.4 Giving of notice

Where the Club wishes or is required to give or publish a notice of meeting or any other notice to a member, or to give or send any document or information to a member, it is sufficient if the Club does that by:

- (a) any electronic means chosen by the Club; or
- (b) any other means that is permitted for the Club under legislation,

including where permissible, by sending a link to where the notice, document or information can be viewed or obtained.

#### **42.5 Electronic notices**

Where the Club gives a notice of a document or information to a person by electronic means, it is enough if:

- (a) the electronic communication to the person gives that person sufficient information to allow them to access the document electronically, and
- (b) it is reasonable to expect that the document or information will be readily accessible so as to be usable for subsequent reference.

#### **42.6 Election to receive documents in hard copy**

- (a) If a member has duly exercised any election under applicable legislation to receive particular documents in hard copy and that election is in force then the Club must give that member those documents in hard copy and not electronically – despite anything in this Rule 42.
- (b) However a member has no right to require the Club to provide particular documents in hard copy except for any right (if any) under applicable legislation.

#### **42.7 Electronic addresses**

For the purposes of this Rule 42 it is sufficient if the Club uses the electronic address for the person that is relevant to the chosen form of communication, either as recorded for the person in the Club's Register of members or that to the Club (acting reasonably) appears to be current for the person.

#### **42.8 Deemed receipt**

A person is deemed to receive a notice, document or information duly sent by electronic means in accordance with this Rule 42 on the day after it is sent. That applies even if:

- (a) the person does not actually receive the notice, document or information; or
- (b) the Club, having duly sent to the correct electronic address, receives some transmission error message or the like from beyond the Club's own sending system.

#### **42.9 Sending of duplicates**

The Club may choose to send or provide a duplicate or duplicates of a notice, document or information to a person in other, additional ways without denying or affecting the validity of the manner in which the notice, document or information was originally given or published.

#### **42.10 Annual Reports**

The Club is not obliged to send an Annual Report to a member except and unless where and to the extent that is required under the legislation.

### **43. ELECTRONIC COMMUNICATIONS AND TECHNOLOGY INCLUDING PERSONAL EMAIL ADDRESSES – ADDITIONAL PROVISIONS**

- (a) This provision is to enable the Club to operate efficiently and cost-effectively by using electronic addresses, and primarily email, to connect with members.



- (b) Each member must have (and keep the Club notified of), a Personal Email Address. It is the responsibility of the member to keep the Club advised of the member's latest current Personal Email Address.
- (c) Any Full member who is an existing Full member at the date of the AGM in 2024 is not required to provide a Personal Email Address until the due date for the next payment on account of their annual subscription.
- (d) The Club is not required to recognise a person as a member at any time that they are not in compliance with that requirement and may terminate the membership of a member not in compliance – and the provisions of the Disciplinary Proceedings Code do not apply.
- (e) The Club is entitled to assume and proceed on the basis that the last email address notified to the Club by a member for this purpose, remains current and the Club may continue to use that address for the member.
- (f) If the Club becomes aware of another email address that appears to be current for a member then, acting in good faith, the Club may substitute that email address for the member in the Register of members.
- (g) If despite the preceding provisions two or more members have nominated the same electronic address, then anything sent to that electronic address is deemed to be addressed to and received by each of them, even if sent only once or if not addressed to them.
- (h) Each member is still required to also keep the Club notified of their current usual residential address or if they have more than one, then the residential address that they most often use. If requested by the Club, a member must produce evidence to the reasonable satisfaction of the Club (which may include a statutory declaration and verified copies of corroborating material) verifying the member's principal residential address.
- (i) The Club may also collect and record an SMS address for a member. Where the Club has an SMS address recorded for a member then the Club's discretion may use that as the electronic address for the member for a particular notice or other communication, in lieu of using the member's email address.
- (j) The CEO and any employee so authorised by the CEO, may exempt a member from the obligation to provide a Personal Email Address, for any period of time and may withdraw the exemption at any time.
- (k) For the purposes of anything under or in connection with this Constitution or the operations of the Club, the Board may approve any of the following and may delegate that power of approval to a Committee or to the CEO:
  - (i) any transaction with the Club taking place in part or wholly by means of one or more electronic communications;
  - (ii) the provision of any information by means of one or more electronic communications; and
  - (iii) the lodgement of any nomination for membership or for election, by means of electronic communication.
- (l) An approval may be general or for a particular case. An approval may be given despite any express or implied requirement for writing elsewhere in this Constitution and in lieu of the requirement for writing.
- (m) Each member consents to the Club and the associated organisations of the Club using any electronic address that the member provides to the Club or that the Club becomes aware of in some other way, for commercial electronic messages to the member. For

each member, this consent continues until five business days after the member notifies the Club that the member withdraws consent to receiving commercial electronic messages from the Club. A member wishing to withdraw consent should give the withdrawal notification to the Club's Privacy Officer.

- (n) **"Commercial electronic message"** in this Rule has the same meaning as in the *Spam Act 2003* (Cth).

#### **44. PRIVACY**

- (a) The Club will from time to time adopt a privacy policy to the extent required by law or otherwise as determined by the Board. References to the Club's privacy policy in the following provision, are references to the current policy from time to time promulgated by the Club.
- (b) Each member consents to the Club collecting and dealing with the member's personal information in accordance with the Club's privacy policy except, for future periods, to the extent that the member gives written notice to the Club withdrawing consent. A member wishing to withdraw consent should give the withdrawal notification to the Club's Privacy Officer.

#### **45. PARTICIPATION IN ANY CLUB ACTIVITY, PROMOTION OR COMPETITION**

- (a) The Club may (but is not obliged to) publish the rules and conditions for any activity, promotion or competition on the Notice Board or on the Club's website. Each member is taken to have notice of all such rules and conditions. If a member chooses to participate in an activity, promotion or competition then they do so subject to any such rules and conditions.
- (b) Where a member or any guest of a member participates or in any way is involved with any activity, promotion or competition in connection with the Club or any section of the Club, then the member or their guest is subject to all of the applicable rules and conditions adopted by the Club. That applies even if the member or their guest is not actually aware or has not made themselves aware of the particular rule or condition.
- (c) The Club wherever reasonably requested by a member or guest must provide a copy of all Rules or conditions relevant to any activity, promotion or competition.
- (d) The Club may include in the Rules or conditions applicable to an activity, promotion or competition provisions that do any one or more of the following:
- (i) create mandatory qualifications or requirements for entry or participation;
  - (ii) create grounds for disqualifying someone from participating;
  - (iii) exclude or limit the liability of the Club or anyone else in connection with the activity, promotion or competition;
  - (iv) regulate the conduct of or participation in the activity, promotion or competition;
  - (v) apply specifically to a particular activity, promotion or competition or more generally;
  - (vi) reserve a discretion or discretions for the Club in connection with the conduct or offering of the activity, promotion or competition.
- (e) It is the obligation of a member or their guest before participating in any activity, promotion or competition to ensure that they have made themselves fully aware of all rules and conditions that will apply. A member or their guest must not deny or contest the

application of any such rule or condition on the basis that the rule or condition was not brought to their attention or adequately brought to their attention.

## **46. THE CLUB MAY OFFER PROMOTIONS**

(a) The Club may offer any:

- (i) loyalty, privilege or reward programme;
- (ii) discount or rebate scheme;
- (iii) promotional benefit scheme; or
- (iv) other promotion,

as the Club sees fit from time to time for members and patrons that provides for an actual or potential benefit or advantage for a participating Full member based on one or more aspects of the member's past, current or future:

- (v) transactions with the Club (nature, number or levels);
- (vi) visitations to the Club's premises or facilities (number or nature);
- (vii) transaction patterns in dealing with the Club;
- (viii) participation in Club activities or the activities of a section (nature or levels);
- (ix) information that the member has chosen to provide (or not provide) to the Club (which may be an email address or details of a preference); or
- (x) membership of a section of the Club.

(b) All Full members must be entitled to participate in any such programme, scheme or promotion to the extent required for compliance with section 10(1)(i) of the RCA. However, it is no objection to any such programme, scheme or promotion that some or even a large number of Full members may not:

- (i) wish to participate; or
- (ii) be capable of participating (physically or otherwise); or
- (iii) qualify (or be likely to qualify) to participate based on past or future occurrences (and hence, may not be informed in particular of the programme, scheme or promotion); or
- (iv) for bona-fide operational or probity reasons be allowed to participate in a particular program, scheme or promotion.

(c) The Club is not under any obligation to inform a particular member of a particular programme, scheme or promotion.

## **47. LIABILITY OF MEMBERS AND FINISHING THE CLUB**

### **47.1 Liability of members**

(a) The liability of the members is limited.

(b) Each member undertakes to contribute to the assets of the Club if the Club is wound up during the time that they are a member, or within one year after ceasing to be a member,

for payment of the debts and liabilities of the Club contracted before the time of ceasing to be a member and of the costs, charges and expenses of winding up the Club, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required but not exceeding \$2 (two dollars).

#### **47.2 What the Club may do with its income and assets in a winding up**

- (a) If the Club has any surplus assets after all its debts and liabilities are paid or discharged and it is about to be wound up or dissolved, then:
  - (i) that surplus must not be transferred to, paid to, or distributed among, the members,
  - (ii) rather, that surplus must be given, or transferred, to another organisation that has similar objects to those of the Club, and which is required to apply its income and assets to promoting those objects and prohibited by its constitution from paying or distributing its income and assets amongst its members to an extent at least as great as the prohibition imposed on the Club by this Constitution.
- (b) The other organisation or organisations referred to in Rule 47.2(a)(i) must be determined by:
  - (i) the Full members of the Club in General Meeting (by ordinary resolution) at or before completion of the dissolution of the Club, or otherwise
  - (ii) the Supreme Court of New South Wales.

## **PART 10 - DEFINITIONS AND INTERPRETATION**

### **48. DEFINITIONS**

In this Constitution, unless the context otherwise requires:

**Accountability Code** means the *Registered Clubs Accountability Code* set out in Schedule 2 of the *Registered Clubs Regulation 2015*;

**Affected director** has the meaning given in regulation 8.6 of Attachment 3;

**Annual Report** has the meaning given in the Corporations Act;

**ASIC** means the Australian Securities and Investments Commission;

**Attachment** is a reference to an attachment to this Constitution;

**Authority** means the Independent Liquor and Gaming Authority;

**Board Charter** means a charter that sets out the manner in which the Board meets and operates, adopted by the Board as varied by the Board from time to time;

**Board** means the Board of directors of the Club;

**By-law** means a By-law adopted by the Board;

**CEO** means the Chief Executive Officer of the Club (who is also the Secretary) as appointed by the Board;

**Chairperson** has the meaning given in regulation 1 of Attachment 3;

**Club** means Mingara Recreation Club Limited;

**Constitution** means this Constitution as amended or supplemented from time to time; and includes any By-law in force from time to time;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Deputy Chairperson** has the meaning given in regulation 1 of Attachment 3;

**Director Code of Conduct** means a code of conduct that sets out the standards for the conduct of a director, adopted by the Board as varied by the Board from time to time;

**Disclosures Register** has the meaning given in Rule 30;

**Dissolved Club** has the meaning given in Rule 6.16(a);

**Electoral Commissioner** means the Electoral Commissioner for New South Wales for the time being holding office under the *Electoral Act 2017* (NSW).

**Employee** means any person who is either:

- (a) an employee of the Club (whether full-time, part-time or on a casual basis); or
- (b) engaged in operations of the Club and whose services are provided to the Club by another.

**Full member** has the meaning given in the RCA and Rule 6.2;

**Gaming Machines Act** means the *Gaming Machines Act 2001* (NSW);

**Hearing Notice** has the meaning given in regulation 19 of Attachment 2;

**Honorary member** has the meaning given in Rule 6.2;

**ID Card** has the meaning given in Rule 17(a);

**Legal Costs** has the meaning given in Rule 37(c)(i);

**Liability** has the meaning given in Rule 37(c)(ii);

**Life Member** has the meaning given in Rule 6.8;

**Liquor Act** means the *Liquor Act 2007* (NSW);

**New Class (member)** has the meaning given in 6.16(b);

**Notice Board** means a notice board located at the Club's main premises and maintained in accordance with Rule 39.2;.

**Office** means the registered office of the Club;

**Ordinary Member** has the meaning given in Rule 6.5;

**Personal Email Address**, in relation to a person, has the meaning given in Rule 7.1;.

**Player Card** has the meaning given in Rule 18(b);

**Provisional member** has the meaning given in Rule 6.12;

**RCA** means *Registered Clubs Act 1976* (NSW);

**RCA Premises** has the meaning given in Rule 4.5(c);

**Recording** means any video or audio or video with audio, recording or the like held by the Club including from CCTV, a body camera, a facial recognition device, a computer screen recording or other equipment; and

**Register** means a register which is mandatorily maintained by the Club pursuant to sections 30 and 31 of the RCA;

**regulation** means a provision of one of the Attachments;

**Relevant Officer** has the meaning given in Rule 37(c)(iii);

**Returning Officer** has the meaning given in regulation **Error! Reference source not found.** of REF \_Ref95825808 \r \h Attachment 3;

**Rule** means a provision of this Constitution unless otherwise specified;

**Section** has the meaning given in Rule 38;

**senior employee** has the meaning given in Rule 13(b);

**Single Interest Group** has the meaning given in regulation 8 of Attachment 3;

**State** means the State of New South Wales; and

**Temporary member** has the meaning given in Rule 6.13.

## 49. INTERPRETATION

In the interpretation and application of this Constitution, unless the context otherwise requires:

- (a) in calculating any period of time commencing from a particular day, the period commences on the following day and the following day counts as part of that period;
- (b) where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase, have corresponding meanings;
- (c) where an expression is defined anywhere in this Constitution, it has the same meaning throughout;
- (d) headings are for convenience of reference only and do not affect interpretation;
- (e) a mention of anything after include, includes or including, does not limit what else might be included;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision;
- (g) a reference to dollars or \$ is to an amount in Australian currency;
- (h) the singular includes the plural and vice versa; and
- (i) a reference to anything (including any amount) is a reference to the whole or any part of it (except that nothing in this provision excuses a party from performing the whole of an obligation just because part of the obligation has been performed); and a reference to a group of persons is a reference to any one or more of them.



# Attachment 1      Members' Code of Conduct

This Code is a By-law and subject to amendment by resolution of the Board.

This Code is binding on members and also records the Club's expectations of other patrons who use any of the Club's premises or facilities.

This Code is for the benefit of the Club and no individual member or other patron has any right to make any claim under or in connection with this Code or to personally seek to enforce this Code.

The Board may also in its absolute discretion from time to time grant an exemption or impose additional conditions in any particular case to which this Code applies or would otherwise apply.

## 1.      Observance of policies

This provision does not limit other provisions of the Constitution. The Board may cause the Club to adopt and enforce (including on a temporary basis as the Board may determine), By-laws, policies and rules for:

- (a)      the responsible service of alcohol;
- (b)      the responsible conduct of gaming;
- (c)      playing gaming machines (including any ClubsNSW Gaming Code of Practice or the like, current from time to time);
- (d)      participation in any promotion or club activity;
- (e)      dress rules for patrons at any Club premises;
- (f)      the regulation or prohibition of smoking;
- (g)      the compliance with legal obligation binding on the Club or apply in relation to any of the operations of the Club;
- (h)      fire safety;
- (i)      work health and safety matters;
- (j)      privacy;
- (k)      car park entry or usage;
- (l)      gym entry or usage;
- (m)      premises or facility entry or usage (including sports facilities and equipment and bowling greens);
- (n)      functions;
- (o)      the operation and activities of any sub- or intra-club or participation in any Club activity;
- (p)      the achievement or maintenance of a safer or healthier environment for Club members, officers, executives and staff and for those attending at any of the Club's premises or functions and for those participating or involved in any activity in connection with the Club,

and a member must observe, support and not act in any manner inconsistent with any such By-law, policy or rule.



## **2. Bag policy**

- (a) Without limiting the previous provisions, the Club has determined that patron safety may be improved if the Club has the right to inspect anything that is brought on to any Club premises.
- (b) Members are required to co-operate when the club seeks to exercise the following rights.
- (c) Whilst the Club does not accept any responsibility for inspecting what is brought on to Club premises, the Club has the right to inspect anything that is brought or proposed to be brought on to any Club premises and in its absolute discretion to:
  - (i) refuse permission for any particular item or matter to be brought on to Club premises; and
  - (ii) refuse entry to or reject any person who declines an inspection of anything that they have with them, that is reasonably required by the Club at time of entry or when they are on the premises of the Club; and
  - (iii) eject from Club premises, anyone who has with them any particular item or matter that the Club in its reasonable opinion determines to be unsafe, unsavoury or objectionable.

## **3. Gambling on Club premises**

- (a) Betting, gaming and gambling (whether or not for value) is prohibited on the Club's premises and at any Club activity or function – except for the lawful operation of approved gaming machines and participation in ClubKeno or TAB services and the conduct of occasional games of chance (such as two-up on ANZAC Day) approved by the Board.
- (b) The selling of raffle or lottery tickets or the like, the conduct of prize draws of any kind, the conduct of competitions, and all other similar activities, are prohibited on Club premises without the prior approval of the Board.
- (c) Wagering is permitted only through lawful channels approved from time to time under legislation and conducted by the Club or with the approval of the Club.

## **4. Gratuities**

A patron must not give or receive any cash to any Club employee or give or receive any gift from any club employee, however:

- (a) this does not apply to a patron in the proper and ordinary course transacting with the Club in a transparent and not misleading manner;
- (b) this also does not apply to an occasional non-cash token of appreciation of insignificant monetary value provided by a patron to a Club employee but the Club employee is required to disclose receipt in writing to the Supervisor along with an estimate of value.

## **5. Gaming machines**

- (a) A gaming machine is for personal play only, in a safe manner and for the personal enjoyment and benefit of the player playing within their own limits and from their own resources (the "personal play requirement").
- (b) Patrons must strictly observe the personal play requirement. That requirement is not limited by the further specific requirements set out below.
- (c) As part of the personal play requirement:

- (i) only the patron playing a gaming machine when it registers a prize, is entitled to that prize;
- (ii) only the patron who created a credit on gaming machines is entitled to that credit;
- (iii) only the patron entitled to a prize or credit may seek or accept payment of the prize or credit;
- (iv) a patron may only play one gaming machine at a time;
- (v) a patron must not seek to monopolise more than one machine to the exclusion of other players;
- (vi) a patron must not be party to any action that may conceal who is or was actually playing a particular gaming machine,

and the patron must not

- (vii) be a party to any group monopolisation of any gaming machine;
  - (viii) direct play of a certain gaming machine between individuals;
  - (ix) organise or direct the allocation or re-allocation of a gaming machine between players;
  - (x) cause or organise any individual to be involved with playing more than one gaming machine at a time;
  - (xi) be involved with the direct or indirect reservation of a gaming machine otherwise than for the patron's immediate personal use – an example being the insertion of cash with little or no intent to play;
  - (xii) take any photo within a gaming area, or share a photo taken within a gaming area;
  - (xiii) cause or incentivise any individual to share gaming machine information or do anything else inconsistent with the personal play requirement;
  - (xiv) provide gaming machine payout details – except for purely social purposes and winnings from their own play;
  - (xv) in any way be involved in someone who is not playing a gaming machine at the time any part of a credit arose, seeking payment of that credit or being put into a position to claim that credit;
  - (xvi) be a party to or in any way associated with a breach or likely breach of the personal play requirement in any manner;
  - (xvii) be a party to anything that may misrepresent their identity or circumstances or the identity or circumstances of anyone else, or
  - (xviii) be a party to anything that may misrepresent who was actually playing a particular gaming machine when a particular credit arose or prize was one.
- (d) The Club displays the playing conditions specific to Gaming Machines at each of its premises. Patrons are bound by and must observe those conditions at all times.
  - (e) The Club reserves the right to delay, or refuse, the payment of any monies purporting to have been won on a gaming machine where the Club believes, on reasonable grounds, that:

- (i) the machine is faulty or has malfunctioned; or
- (ii) the machine has been manipulated or tampered with;
- (iii) the person claiming payment:
  - (A) was not playing the machine at the relevant time or times or did not create the relevant credit or win the relevant prize or prizes;
  - (B) if not a member, has not been signed into the premises in accordance with the Registered Clubs Act;
  - (C) only became entitled to the payment as a consequence of action in breach of this Code of Conduct or is claiming the payment in breach of this Code of Conduct;
  - (D) is otherwise not lawfully on the premises or is on the premises in breach of any Club suspension, exclusion, expulsion or direction or
- (iv) on any other lawful ground.
- (f) A patron must not attempt to reserve a machine other than the one they are playing.
- (g) A patron may not reserve a machine for more than three minutes except where that is specifically provided for through the Club's gaming system. A patron wanting to use a machine which appears to have been reserved for longer than three (3) minutes must first obtain approval from a Club employee.
- (h) A patron is not entitled to compensation for lost, stolen or unauthorised use of gaming machine tickets. Also, patrons must ensure that they are given the correct amount upon payment of money by the cashier at redemption.
- (i) A patron is only entitled to a prize arising from gaming machine play after the Club has applied its verification procedures to the reasonable satisfaction of the Club.
- (j) A patron is not entitled to any jackpot or prize arising outside the scheduled opening or closing times for the particular premises or during any game machine shutdown period.
- (k) Gaming machine tickets expire 12 months after they are issued. Expired tickets cannot be redeemed. Unclaimed gaming machine prizes are then paid to the Secretary of the NSW Department of Customer Service.
- (l) The Club reserves the right to ensure that remaining credits are cleared from gaming machines and attributed to unclaimed payouts before each day's commencement of trade.
- (m) The Club reserves the right at any time to refuse any person the right to play, or to continue playing, gaming machines on the Club premises and without giving any reason and a patron must respect any such decision without objection. There are a number of possible reasons why the Club might do that including concern about a possible breach of this Code.
- (n) The Club's decision as to whether a gaming machine has malfunctioned or not is final.
- (o) If a gaming machine is able to be operated without payment, (except for the playing of "free" games won), it is the player's responsibility to immediately report the malfunction to a Club employee.
- (p) If the gaming machine overpays, pays on a non-winning combination or otherwise malfunctions, the player must immediately report the malfunction to a Club employee.

- (q) Tilting, rocking, manipulating or in any way moving or damaging a gaming machine is strictly prohibited.
- (r) It is an offence under the gaming machines legislation:
  - (i) to have possession of a device made or adapted, or intended to be used, for interfering with the normal operation of a Club gaming machine;
  - (ii) to do anything calculated, or likely, to interfere with the normal operation of a gaming machine.
- (s) Without limiting other requirements, a patron must produce satisfactory primary photographic identification to claim any gaming machine payment of and above \$5,000.
- (t) A patron must not loiter within a gaming machine area or pay unwelcome attention to gaming machine play by any other patron.

(In this Code, references to a gaming machine include a seat at a multi-terminal gaming machine, where the context permits.)

## **6. Club property including signage**

Members and other patrons must not:

- (a) remove, obscure or damage any notice or sign in or out any of the Club's premises;
- (b) remove any of the Club's property or otherwise deal with any of the Club's property, except as specifically intended by the Club and with due care and attention;
- (c) use any Club property or facility except for the proper intended purpose and with due care;
- (d) damage or deface any of the Club's property; or
- (e) display any notice, sign or symbol on any of the Club's premises or in connection with any Club activity or function.

## **7. Risky or otherwise inappropriate activities and behaviour**

- (a) Members and patrons must not use Club premises or facilities for any risky, or otherwise inappropriate or improper, activity or behaviour, that can reasonably be assumed to have not been intended and expected by the Club and other patrons or to cause embarrassment or nuisance to other patrons or staff.
- (b) The Club will apply this requirement based on the Club's reasonable opinion of the expectations of the majority of members and patrons and taking account of community standards for family friendly premises and activities.

## **8. Damages**

A member or patron must compensate the Club in full for all damages and costs incurred or faced by the Club as a consequence of any breach by the member or patron of any of the requirements of this Code.

## **9. Animals**

- (a) A member or patron must not bring any animal on to any of the Club's premises except with the consent of the Club which the Club will not unreasonably withhold nor unreasonably impose conditions, such as in the case of:

- (i) a guide dog or other animal formally trained to assist a person with a disability, which is in harness;
- (ii) an animal assisting with law enforcement;
- (iii) an animal involved in the provision of entertainment approved by the Club; or
- (iv) subject to the reasonable requirements and directions of the Club, an “assistance animal” within the meaning of legislation\*

to the extent the law requires access to be provided or the Club otherwise chooses - after the member or patron produces evidence of the circumstances to the reasonable satisfaction of the Club.

Notes: See the *Disability Discrimination Act 1992* (Cth) and the *Companion Animals Act 1998* (NSW). In the interests of other patrons, the Club may:

- require an assistance animal to be under the control of the relevant person or another person on their behalf;
- exclude the animal if the Club reasonably suspects it has an infectious disease and where that is reasonably necessary to protect public health or the health of other animals;
- request the relevant person to produce evidence to the reasonable satisfaction of the Club that the animal is an “assistance animal” or trained to meet standards of hygiene and behaviour appropriate for an animal in a public place; and
- exclude the animal where the appropriate requested evidence is not produced.

The legislation and this Code do not affect the liability of a person for damage to property caused by an animal brought on to Club premises.

The club reserves the right to seek and apply any exemption from the legislation. The club is entitled to exercise any exemption obtained.

For the purposes of the current legislation, an assistance animal is a dog or other animal:

(a) accredited under a law of a State or Territory that provides for the accreditation of animals trained to assist a persons with a disability to alleviate the effect of the disability; or

(b) accredited by an animal training organisation prescribed by the regulations under the legislation for the purposes of this paragraph; or

(c) trained:

(i) to assist a person with a disability to alleviate the effect of the disability; and

(ii) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

(b) A person who brings an animal on to the Club’s premises is responsible for the behaviour of that animal at all times including:

taking all reasonable steps to minimise any concern or inconvenience to any other patron, and

(i) complying with all lawful conditions and requirements specified by the Club and all lawful directions from the Club, in that regard.

## **10. Complaints**

- (a) Any complaint in connection with the club which is of concern should be made in writing to the Club's CEO.
- (b) A complaint regarding any matter requiring urgent attention can be made to the Duty Manager at the particular Club premises.
- (c) Members and other patrons are not entitled to reprimand any other member, patron or member of staff.

## **11. Use of Club name**

- (a) No one may use the name of the Club or any logo, brand or trade mark (registered or otherwise) of the Club, without the prior informed approval of the Board and subject to any conditions imposed by the Board.
- (b) The Club reserves the sole right to use its own name and exercise its own intellectual property rights, exclusively for itself.
- (c) Without limiting those general requirements, members and patrons must not do anything in connection with the Club is misleading or deceptive or likely to mislead or deceive. That includes not doing anything that implies any non-existent Club connection or endorsement or that is misleading or deceptive regarding the nature or extent of a Club connection or endorsement.

## **12. Use of Club premises and facilities**

Without the informed prior written consent of the CEO, and subject to any conditions imposed under any consent:

- (a) members and other persons must not use or appoint the Club's premises as a personal or business address or for the sale of any goods or services or as the delivery address for any goods or services or in connection with any activity that is not expressly approved by the Club;
- (b) a member may conduct interviews on the Club's premises, such as employment interviews, if the member makes it clear that the Club is not in any way connected with the process and does not cause any nuisance to any other member or other patron;
- (c) members and other persons must not use the name of the Club or any of the Club's premises or facilities, in connection with any voluntary, community or charitable activity without the prior approval of the Board – and the Board will likely consider giving approval to the use of Club premises for such an activity where the activity is to be conducted so as to not cause any nuisance to any other member or other patron;
- (d) members and other persons must not canvass other members or patrons at any of the Club's premises, functions or activities to sign any petition or otherwise signify support for any cause, without the prior approval of the Board – unless the petition or cause directly relates to the exercise of members' rights and obligations of membership or directly relates to the activities of the Club;
- (e) members and other persons must not use the Club's premises or name to solicit donations, subscriptions or the involvement of other members or patrons in any activity without the prior approval of the Board – unless directly relating to the exercise of members' rights and obligations of membership or directly relating to the activities of the Club;
- (f) members and other persons must not use the Club's premises to:

- (i) sell goods or services;
- (ii) canvass for or solicit donations, subscriptions or the like;
- (iii) sell raffle tickets or undertaking any similar activity; or
- (iv) display or exhibit any notice, pamphlet, sign or anything similar or any trade get up or logos or other marketing material of anyone other than the Club.

### **13. Restricted access**

Members and other patrons must observe all restrictions and limitations imposed by the Club from time to time in relation to restricted access to any area or restricted use of any facility.

### **14. Identification & member ID Cards**

- (a) A member must promptly and fully cooperate with the Club whenever requested to better identify the member or verify the member's identity. Without limiting that general obligation, if requested a member must submit a copy of their primary photographic identification – usually drivers licence.
- (b) Every applicant for membership and every member must agree to be photographed by the Club whenever the Club requires and to have that photograph displayed on their membership card.
- (c) All patrons consent to the collection, use and disclosure of photographs or CCTV images in accordance with the Club's privacy policy and the relevant legislation.
- (d) If the Club has agreed to a member not having their photograph on their ID Card then the member must produce other photographic proof of identity on each occasion they enter any of the Club's premises and when originally requested.
- (e) The Club may refuse to recognise a member who is not able to produce their ID Card on request.
- (f) A member must not permit anyone else to use the member's ID Card (which for the purpose of this Rule 17 includes any player card, Smartcard, reward card or the like, issued by the Club associated with the member) or use another member's ID Card.
- (g) A member who has lost or substantially damaged their ID Card must immediately report that to the Duty Manager at one of the Club's premises. Where appropriate the Club may issue a replacement and that may be at the cost of the member.
- (h) Membership reward points and other benefits accruing to a member are personal to the member and are not transferable.
- (i) Member ID Cards at all times remain the property of the Club.
- (j) The rights of members are not transferable. A member must not allow anyone else to enjoy benefit in connection with the Club that was intended to be personal to the member.
- (k) A member must not permit anyone else to use the member's membership card (which for the purpose of this provision includes any player card, Smartcard, reward card or the like, issued by the Club associated with the member) or use another member's membership card.
- (l) Any member who is suspended from the Club must hand back their membership card pending resolution of the suspension.

## 15. Guests

- (a) Members may introduce guests to the premises of the Club, subject always to compliance with the requirements of the RCA and any other relevant legislation and also compliance with the provisions of this Constitution.
- (b) A Temporary member may only introduce as a guest to the Club's premises any person who is a minor:
  - (i) who, at all times while on the Club's premises, remains in their company and immediate presence;
  - (ii) who does not remain on the Club premises any longer than that Temporary member; and
  - (iii) in relation to whom the Temporary member is a "responsible adult" within the meaning of the RCA.
- (c) Minors who are guests of a Temporary member must not be entered into the Club's Register of Guests. However, any Temporary member may be required by the CEO or any other executive of the Club or person authorised by the CEO, to provide details of any minor introduced as a guest by that Temporary member.
- (d) Other members who have introduced a guest must ensure for each of their guests that while the guest is at the Club's premises:
  - (i) the guest's name and address (unless the guest is a minor), countersigned by the member, are entered in the Club's Register of Guests; and
  - (ii) the guest remains in the reasonable company of the member at all times.
- (e) Members must ensure that their guests do not remain on the Club's premises any longer than the member.
- (f) Members must not introduce any person as a guest who the Club has prohibited from entry, is not a proper person to be a guest of the Club, or who has ever had their membership terminated, who has been expelled from the Club for misconduct or non-payment of any subscription, or who is currently under suspension.
- (g) The CEO or any other Club executive or any other person authorised by the CEO, may refuse a person admission to the Club's premises as a guest and may require any guest at the Club's premises to immediately leave the premises, at any time without prior notice and without being required to give reasons.
- (h) A member is responsible for the conduct of their guests introduced to the Club's premises, for so long as each of their guests are on or in the vicinity of the Club's premises. Without limiting those general words, a member is responsible for ensuring that any person whom the member seeks to introduce as a guest, or whom the member introduced as a guest, to the Club's premises, acts in conformity with this Code in the same manner as is expected of members and also in conformity with directions given by the CEO or any other authorised person.
- (i) If a person has been entered in the Register of Guests on a particular day as the guest of a member, they do not have to make another entry in the Register of Guests upon subsequent re-entry to the Club's premises on that day as the guest of that member.
- (j) A member must not sign in more than five guests to Club premises on any one day without the approval of the CEO or Duty Manager – which might not be given.



- (k) A member must observe any requirements or directions of the Club in force from time to time in relation to the introduction of guests.
- (l) A member must take care not to introduce any person as a guest to any Club premises if the presence of that person can be reasonably likely to be anticipated to cause embarrassment to or bring disrepute upon the Club or where that person will be likely to not meet the same standards of conduct as are expected of members.
- (m) The Board may make By-laws in relation to the number and frequency of guests that a member may introduce to the Club and the terms and conditions on which guests may be admitted to the Club.

## **16. Minors**

- (a) Persons under the age of 18 are not permitted in:
  - (i) areas of the Club's premises where gaming machines are played; or
  - (ii) behind any bar; or
  - (iii) in any other part of Club premises that is not part of the approved non-restricted area.
- (b) Persons under the age of 18 are only permitted to be in other parts of Club premises if they remain in the reasonable company of a member and under the strict supervision of a parent or responsible adult.
- (c) A person under the age of 18 can attend Club premises as the guest of a temporary member who is also a responsible adult for them but they must also remain in the immediate presence of the temporary member and must leave when the temporary member leaves.

## **17. Entry to Club premises**

- (a) All patrons at Club premises must observe any restrictions or requirements from time to time in force under any public health order or directive or as designated from time to time by the Club for the safety of patrons and staff.
- (b) Members who are suspended and persons who have been expelled from membership are not permitted to enter any Club premises or attend any Club function, in any capacity except as they may be expressly authorised to do so in writing by the Club CEO.
- (c) Patrons must only use the entrance doors designated for patrons and must not use any entrance not designated for patrons, for entry and exit to any Club venue.
- (d) Any visitor, whether or not a contractor or guest, to any of the Club's premises is only present at the grace of the Club and can be required to leave at any time without the Club giving any reason and whether or not that might cause the visitor any embarrassment.

## **18. Risk waivers and acknowledgements**

- (a) A member must not participate in the activities of any Club section – any internal sporting or social club – without first signing any risk waiver and acknowledgement required by the Club.
- (b) The Club may require a member to sign further or updated risk waivers or acknowledgements as a condition of continuing membership of and participation in the activities of any Club section.

## **19. Meetings and functions**

- (a) Members must not hold meetings or functions of a formal or organised nature on any Club premises without the prior approval of the Club.
- (b) This does not restrict genuine small private social gatherings of an informal and impromptu nature for non-commercial purposes.

## **20. Sporting amenities**

All of the requirements of this Code apply equally in relation to the use of any sporting amenities provided by the Club.

## **21. Takeaway liquor**

- (a) Purchases from a Club bottle shop must not be consumed on Club premises and must be removed from Club premises during permissible hours - sales for takeaway are not permitted after 10:30pm and purchases must be removed from the premises before 11pm (or as otherwise directed).
- (b) Purchases from a Club bottle shop must be left in the packaging in which they are supplied until well away from the Club premises and must not be consumed in the vicinity of any Club premises.
- (c) Liquor supplied on the Club premises in a glass or unsealed container, must be consumed on the Club premises.

## **22. Food and liquor brought to premises**

- (a) Foodstuffs and beverages must not be brought into any of the Club's premises or to a Club function, without the prior approval of the Club.
- (b) Liquor must not be brought into any of the Club premises.

## **23. Conduct of members**

In addition to meeting the above requirements at all times and without limiting those requirements or being limited by those requirements, each member also must:

- (a) not engage in any conduct that is unlawful or illegal or otherwise in breach of any legislation; or any conduct that is contrary to any code of conduct or the like that is relevant to the Club; or in any anti-social conduct; – or do anything that might amount to the Club being regarded as having engaged in any such conduct;
- (b) not threaten or incite or espouse any view in favour of, any conduct that is unlawful or illegal or otherwise in breach of any legislation; or any conduct that is contrary to any code of conduct or the like that is relevant to the Club; or in any anti-social conduct; – or do anything that might amount to the Club being regarded as having done so;
- (c) treat the property of the Club with care and must not wilfully damage the property of the Club;
- (d) ensure that all of the property of the Club stays in its proper place and must not remove any of the property of the Club from its proper place without the written approval of the Club;
- (e) be polite and respectful of each other member or other person on or near any of the Club's premises or at any Club function or activity and must not disturb or cause offence

to any member or other person on or near the Club's premises or at any Club function or activity in a manner prejudicial to the good order or good name of the Club;

- (f) preserve the integrity of the Club's premises and of Club functions and activities and not knowingly introduce on to the Club's premises or to any Club function or activity any person who has been expelled from or has been refused membership of the Club or refused admission to the Club's premises;
- (g) at all times behave in a way that is not unbecoming and is in the best interests of the Club and likely to establish and maintain a good reputation for the Club, whether on or off the Club premises and at all times and including behaviour in relation to matters not connected with the Club;
- (h) not do anything, or procure anything to be done, in connection with the Club contrary to the Accountability Code set out in Schedule 2 of the *Registered Clubs Regulation 2015*;
- (i) not behave in a manner prejudicial to the good order of the Club or to the comfort or welfare of any member, guest or employee;
- (j) not engage in dangerous, illegal, offensive, threatening, patently unethical, nuisance, harassing, insubordinate, lewd, violent, quarrelsome, indecent or disorderly conduct on or in the vicinity of any of the Club's premises or facilities or at any Club function or activity or in any way in connection with the Club;
- (k) not be guilty of any conduct unbecoming of a member or detrimental or prejudicial to the interests of the Club, or which is likely to bring the Club into disrepute or contempt, whether on or off Club premises;
- (l) ensure that any guest introduced to the Club by the member behaves to at least the same standard required of members of the Club;
- (m) ensure that any guest introduced to the Club by the member is a proper person to be a guest of the Club and must not introduce to the Club any person who has ever had their membership terminated for misconduct or non-payment of any amount owing to the Club;
- (n) comply with any reasonable direction of the CEO or other Club executive or any other person authorised by the CEO in relation to anything to be done or not done on any of the Club's premises or at any Club function or activity including any request to leave premises or any function or to desist from being involved in any activity and including any request or direction in conformity with or in the pursuit of the Club's responsible service of alcohol and gambling policies as adopted and amended by the Board from time to time;
- (o) not introduce any visitor to the Club except in accordance with this Constitution;
- (p) not be involved in or associated with, at or in the vicinity of any of the Club's premises or facilities, or at any Club function or activity:
  - (i) the distribution of how-to-vote or other electioneering material, or
  - (ii) any lobbying, canvassing of votes or other electioneering, that can reasonably be expected to be unwelcome to a recipient or viewer or in any circumstance that is reasonably likely to cause a nuisance or offence or inconvenience to a Club patron,

however, this restriction does not apply at or in the vicinity of any of the Club's premises or facilities at a time when those particular premises or facilities are being used with the consent of the Club as a polling booth in connection with any government, semi-government or local authority election;

- (q) not engage in any improper or unseemly conduct in relation to any election or appointment to any position with the Club or any Intra Club;
- (r) not by any improper or unseemly action or the use of coercion or through other unconscionable conduct, procure any vote in any election or respect of any proposed resolution of the Board or of the members or of any committee or sub-committee, in connection with the Club;
- (s) not knowingly or recklessly breach confidentiality in connection with any of the affairs of the Club;
- (t) not act in excess of any actual authority of the member, in connection with any of the affairs of the Club or claim any authority that the member does not have;
- (u) not engage in any conduct towards another member, a patron at any of the Club's premises, any Club officer or executive or any Club employee, that amounts to bullying, harassment, sexual harassment, unlawful discrimination or disparagement, or that contributes to a potentially psychosocially unsafe environment for any other member, Employee, patron or contractor, or that is otherwise contrary to law or unbecoming of a member;
- (v) cheat or defraud the Club or any person in any way whatsoever;
- (w) be in possession of any offensive weapon or instrument;
- (x) racially vilify or denigrate any person;
- (y) not be intoxicated on or in the vicinity of any of the Club's premises or at any Club function or activity;
- (z) not bring liquor onto any of the Club's premises or to any Club function or activity without Club permission;
- (aa) not use profane, obscene or otherwise objectionable language;
- (bb) not enter any office, bar, storeroom, or other non-public part of any of the Club's premises, without authority;
- (cc) not enter or remain on Club premises at an unauthorised time;
- (dd) not be involved in connection with the supply of liquor or the conduct of gaming at any of the Club's premises, in any manner or at any time contrary to law;
- (ee) not infringe this Constitution or legislation controlling the operation of the Club or do anything that might cause the Club or any officer, executive or employee to so infringe;
- (ff) not behave in a manner prejudicial to the good order of the Club or to the comfort or welfare of any member or guest or any employee or contractor of the Club;
- (gg) not engage in any gambling activity on the Club's premises other than approved gaming as lawfully provided by the Club;
- (hh) not take liquor from the Club other than as allowed by the RCA;
- (ii) not engage in any activity on or in the vicinity of any of the Club's premises, in connection with prostitution;
- (jj) not supply liquor to any person under the minimum age specified by the law relating to clubs for the time being in force;

- (kk) not smoke or vape in non-smoking areas of the Club's premises or take food into any designated smoking area during any period when the Club has directed that food not be consumed in that area;
- (ll) not knowingly make a false or misleading entry on an application for membership;
- (mm) not knowingly or recklessly make a false or misleading statement in relation to a Board election;
- (nn) not otherwise knowingly or recklessly make a false or misleading statement or do anything that is false or misleading, in connection with or in relation to any of the operations, interests or affairs of the Club or in connection with, or in relation to, any other member or any party that has any connection with the Club;
- (oo) not be financially indebted to the Club for longer than two months;
- (pp) not dress inappropriately or in a manner reasonably likely to cause offence in the opinion of the duty supervisor or in contravention of the dress Rules as specified by the Board of directors from time to time and as promulgated on the Notice Board;
- (qq) not use or possess any prohibited or illicit drug, plant or substance, on any of the Club's premises or any Club activity or function;
- (rr) take any photo or video or make any recording, on or near any Club premises or in connection with any Club function or activity,
- (ss) not as a director, fail to comply with any Club Board Charter or Directors Code of Conduct or other duty owed to the Club;
- (tt) not as a member of a committee or sub-committee within the Club, fail to comply with any Charter in connection with that committee or sub-committee or other duty owed to the Club; or
- (uu) not as a member of any Intra Club, fail to comply with the rules of that Intra Club.

## **24. General compliance**

A patron must:

- (a) not do anything to encourage or cause, or misrepresent or conceal, any conduct contrary to this Code;
- (b) report to Club management with full details as they become aware of a reason to suspect possible material conduct contrary to this Code, and
- (c) be fully cooperative and forthcoming if asked to assist Club management with any investigation into possible conduct contrary to this Code.

## **25. Risky or otherwise inappropriate activities and behaviour**

- (a) Members and patrons must not use Club premises or facilities for any risky, or otherwise inappropriate or improper, activity or behaviour, that can reasonably be assumed to have not been intended and expected by the Club and other patrons or to cause embarrassment or nuisance to other patrons or staff.
- (b) The Club will apply this requirement based on the Club's reasonable opinion of the expectations of the majority of members and patrons and taking account of community standards for family friendly premises and activities.

## **26. Credit facilities**

- (a) A patron must not seek credit from the Club, and no credit will be extended, in any circumstances, to any person. This does not prevent the proper use of credit cards for non-gaming transactions.
- (b) A patron must not borrow or lend money whilst on Club premises.
- (c) A patron must not seek to receive cash against a cheque, from the Club or anyone else, whilst on Club premises.

## **27. Recording of misconduct at premises**

An allegation of misconduct at the Club's premises against a member is to be brought immediately to the attention of the duty supervisor, who is to record the following details in the duty log (as relevant):

- (a) date and time of the alleged offence;
- (b) the name and address and, if applicable, the membership number of the alleged offender(s);
- (c) the nature of the alleged misconduct;
- (d) the names, addresses, telephone numbers and, if applicable, the membership numbers of witnesses;
- (e) whether the alleged misconduct has occasioned injury to any person and what has been done about it;
- (f) whether or not police were notified or attended;
- (g) the nature of any damage to property caused by the alleged misconduct; and
- (h) any other details prescribed by a relevant regulatory body or authority.

## **Attachment 2      Disciplinary Proceedings Code**

This Code is a By-law and subject to amendment by resolution of the Board.

The Club has the rights and powers set out in, and members are subject to, this Code.

### **1.      Other provisions in the Constitution**

The provisions in this Disciplinary Proceedings Code are independent of, and operate in addition to and without limiting, the powers and rights arising under Rules 13, 14 and 15 of the Constitution.

### **2.      Non-members**

- (a)      The provisions of this Disciplinary Proceedings Code only apply in relation to members of the Club.
- (b)      The Club may deal with non-members as the Club determines in its absolute discretion, exercising all powers and remedies available to the Club, without limitation. The rules of natural justice do not apply in relation to how the Club chooses to deal with non-members.

### **3.      Junior members**

- (a)      A Junior member is open to be reprimanded, suspended or expelled.
- (b)      However, the Club may deal with the disciplining of a Junior member in such manner and by such process as the Club determines from time to time.
- (c)      The rules of natural justice are excluded for the purposes of, and do not apply to the operation of this regulation 3.

### **4.      Application to all Full members**

- (a)      The provisions of this Code apply to all Full members other than Junior members.
- (b)      Nothing in this Code restricts the rights of the Club regarding members who are not Full members or anyone else.
- (c)      Without limiting those general words, the Club may deal with, take disciplinary action against, and act regarding, any Honorary, Temporary or Provisional member as if they are not a member at all and without regard for the rules of natural justice or any of the procedures or processes set out in this Code but otherwise with the Club having the same disciplinary powers and rights as in relation to Full members.

### **5.      Delegation to disciplinary committee**

- (a)      The Board may delegate all or any part of its powers to caution or reprimand, suspend or terminate the membership of members and may delegate the handling and investigation of complaints concerning members, as the Board considers fit from time to time.
- (b)      Any such delegation by the Board may only be to a disciplinary committee appointed by the Board that comprises not less than three members including at least two members of the Board; and the quorum for any such disciplinary committee is three committee members.
- (c)      To the extent that the context permits, any reference in this Code to

- (i) “the Board” includes any such disciplinary committee; and
- (ii) “Board meeting” includes a meeting of any such disciplinary committee.

## 6. Role of the CEO

In what follows, references to the CEO include also:

- (a) the senior manager of the Club then on duty at any of the Club’s RCA Premises from time to time, and
- (b) any other senior employee of the Club who is authorised by the Board or the CEO for these purposes.

## 7. Disciplinary powers

- (a) The disciplinary powers and procedures set out in this Code may be exercised in respect of any member by the CEO or the Board, and a member is subject to being disciplined under this Code (**subject to being disciplined**), where the CEO or the Club has a reasonable suspicion that:
  - (i) the member has not complied with any provision of, or is guilty of misconduct contrary to, the Member Conduct Code, any By-law or any other provision of the Club’s Constitution; or
  - (ii) the member’s presence or activity on the Club’s premises renders the Club or the CEO or other Club officer or employee liable to prosecution or penalty, or is potentially in breach of any lawful requirement, obligation or direction; or
  - (iii) the Club is authorised or required to refuse access for the member under the conditions of any of the Club’s liquor licences or according to a term of a Liquor Accord or similar agreement to which the Club is a party; or
  - (iv) the member has chosen to self-exclude themselves from any part of the Club’s premises or from any part of any other licensed premises or has been self-excluded from or banned from entry into or expelled from any other licensed premises; or
  - (v) the member has obtained membership by improper means; or
  - (vi) the member no longer satisfies the relevant qualifications for membership; or
  - (vii) the member has become bankrupt or committed any act of bankruptcy; or
  - (viii) the member may pose an unacceptable risk to themselves or any other person, if they continue as a member; or
  - (ix) the member is otherwise of such character or reputation that may be prejudicial or bring disrepute to the Club; or
  - (x) the member on any other ground, is no longer desirable as a member.

## 8. Evidence

- (a) Disciplinary action against a member may be considered and taken based on available evidence including indirect evidence and including:
  - (i) a CCTV observation;



- (ii) anything received or obtained by the Club, whether in physical or digital form;
  - (iii) a report from any person including any member of the Club's staff; any patron attending at any of the Club's premises, functions or activities; or any of the Club's contractors or consultants or members of their staff;
  - (iv) a report from a Police officer or anybody from a regulator or authority;
  - (v) a report from any member of the public; or
  - (vi) any media content.
- (b) It is up to the Club acting reasonably and in good faith to determine what weight if any to give to any particular piece of evidence, without being constrained by the rules of evidence. In any case where there is doubt, the Club is entitled to favour the interests of the Club and the wider membership, over the interests of an individual member.

All acts or omissions of a member can be considered for any of the purposes of this Disciplinary Proceedings Code, including without limitation something done not in connection with the Club or something done by way of presence or publication in the digital realm such as through social media.

## **9. Immediate consequences of being subject to being disciplined**

- (a) Where a member is subject to being disciplined, the CEO may on that account do any one or more of the following:
- (i) caution or reprimand the member, with or without recording the caution or reprimand;
  - (ii) cause an appropriate record to be made in the Club's duty or incident log;
  - (iii) provide a complaint to the Board;
  - (iv) immediately exclude or expel the member (and any guest or other associate, including any other member with whom the member has been associating), from any of the Club's premises or any Club activity;
  - (v) suspend the member's membership and their rights, benefits and entitlements as a member, including the right to come onto any premises or use any facility of the Club or participate in any activity in relation to the Club or any Intra Club or enjoy or receive any benefit in connection with the Club;
  - (vi) terminate the member's membership of the Club.
- (b) Neither the CEO nor any relevant manager is disqualified from involvement in the investigation or handling of any concern, or ruling on any concern, or otherwise exercising disciplinary powers, because:
- (i) of any personal involvement in relation to the circumstances or matters that are the subject of the complaint, or
  - (ii) of any involvement in relation to the formulation, investigation or consideration of the complaint, bringing the complaint to a hearing or the preparation or issue of a Hearing Notice, or
  - (iii) they may be a witness or potential witness in relation to any aspect, or
  - (iv) they or the Club are or are deemed to be the complainant.

However, in any situation where the CEO or a relevant manager exercises disciplinary powers and any of those factors are present, the report that they prepare must specifically draw attention to the existence of that factor.

- (c) No conclusion is to be drawn by the Board, and no presumption arises, as a consequence of the CEO determining to take or not take any particular action in relation to a member who is subject to being disciplined – such as determining to provide a complaint to the Board rather than immediately exercise the other powers available to the CEO.
- (d) The CEO may decide to exercise these powers in the absence of the member and when the member is not on or is no longer on any of the Club's premises.
- (e) The CEO may exercise these powers without the need for any advance notification to the member or hearing.
- (f) The CEO may only exercise these powers subject to any specific or general direction or requirement imposed by the Board from time to time.
- (g) The exercise of those powers by the CEO is strictly subject to the other provisions of this Constitution but the rules of natural justice do not apply.
- (h) Any decision by the CEO to exclude, expel, suspend, or terminate the membership of, a member can be reduced or set aside by the CEO, or by the Board (without a disciplinary hearing), without the need for any notification to the member or hearing and without the need to give any reason. This does not limit the member's right of appeal.
- (i) The powers in this regulation 9 are in addition to the powers under section 77 of the Liquor Act and the powers under any other provision of this Constitution.
- (j) The rules of natural justice are excluded for the purposes of, and do not apply to the operation of this regulation 9.

## **10. No-fault suspension**

- (a) The power to suspend a member may be exercised on a "no fault" basis, where there is any credible serious allegation of misconduct by the member contrary to the requirements of this Constitution or that a member is otherwise subject to discipline including, but without limitation by these examples, where there is a credible allegation that a member has been involved with:
  - (i) domestic violence
  - (ii) drug dealing
  - (iii) gang association or activity,
  - (iv) misconduct raising a substantive present risk, or concern, in connection with the protection of the health (including psychosocial wellbeing) or safety of either the member themselves or any other individual, or
  - (v) criminal activity otherwise than at the lowest end of the scale.
- (b) The suspension of a member under this regulation 10 may be continued indefinitely until the relevant allegation has been reasonably rebutted.
- (c) The rules of natural justice are excluded for the purposes of, and do not apply to the operation of this regulation 10.

- (d) The Board at any time on its own motion or at the request of the member concerned, may terminate the suspension of a member under this regulation 10.

## 11. Notifications

- (a) Where the CEO excludes, expels, suspends, or terminates the membership of, a member, the Club must use its reasonable endeavours to notify the member.
- (b) The notification:
  - (i) may be oral or by notice through any other means;
  - (ii) state the broad summary details of the basis for the decision (including if applicable, that the suspension is on a “no-fault” basis); and
  - (iii) where relevant, confirm the period of suspension or that the member’s membership of the Club has been terminated.
- (c) Where the CEO has determined to suspend the member for more than one week or to terminate their membership, the Club must:
  - (i) use its reasonable endeavours to give that notification in writing (which may be electronic); and
  - (ii) include notice to the following effect (and this may be done by providing a hyperlink to such a notice) -

Return after suspension. After the end of your suspension you must not seek access to any of the Club’s premises without first speaking with the CEO’s office to see if you are required to participate in a Return Interview. You must participate in a Return Interview where that is required by the Club, before existing any of the Club’s premises.

Right of appeal. You may have a right of appeal to the Board or Disciplinary Committee. Details are set out in the Club’s Disciplinary Code. You can request an email copy of that Code by phoning the CEO’s office.

If you do appeal then the Board or Committee will conduct a hearing and may substitute a different decision. In the case of an appeal against a suspension, if the Board or Committee determine that a suspension was warranted then the Board or Committee will usually increase the period of suspension or may decide to terminate your membership.

If you do appeal then any suspension or termination currently in place will remain in force until the appeal has been decided unless the Club notifies you to the contrary.

- (d) Where the CEO has determined to suspend a member for more than one week or to terminate their membership, the CEO must promptly prepare a report to that effect with the pertinent details.
- (e) The report is strictly confidential to the Club. The Club’s privacy obligations and privacy commitments under the Club’s own privacy policy, also apply.
- (f) The Chairperson and the chairman of the disciplinary committee are entitled to request and review any such report immediately it is available and are also entitled to review any entry in the Club’s duty or incident log.
- (g) The CEO must provide quarterly summaries of all such reports to the Board or the disciplinary committee.

## 12. Appeals

- (a) Where the CEO has determined to suspend a member for more than one week or to terminate their membership, the member has the right to appeal the determination as follows.
- (b) Any appeal must be by way of a notice of appeal lodged in writing, clearly marked “Notice of appeal – Attention CEO/Board”, and lodged with the CEO and must:
  - (i) state that it is an appeal from a disciplinary decision of Club management;
  - (ii) provide the person's full name, current contact details and Club membership number;
  - (iii) provide sufficient brief details to enable the Club to identify the particular disciplinary decision; and
  - (iv) be accompanied by a payment of an appearance deposit of \$250 (or such higher amount as the Board may have prescribed from time to time) (an Appearance Deposit).
- (c) Any appeal must be so lodged within no later than four weeks of the incident or alleged incident that made the member subject to being disciplined. The Board is entitled to disregard any appeal lodged out of time.
- (d) References below to a “**member appeal**” refer to an appeal that is validly and duly lodged in accordance with the above provisions and requirements.

## 13. Board may discipline members

- (a) Where a member is subject to being disciplined, the Board may on that account do any one or more of the following:
  - (i) caution or reprimand the member;
  - (ii) suspend the member's membership and their rights, benefits and entitlements as a member, including the right to come onto any premises or use any facility of the Club or participate in any activity in relation to the Club or any Intra Club or enjoy or receive any benefit in connection with the Club;
  - (iii) terminate the member's membership of the Club.

## 14. No fines

- (a) The Club does not have the power to fine or impose any monetary penalty or levy on, any member.
- (b) However, where there is a complaint against a member and the member provides recompense or other compensation to the Club or anyone else concerned in connection with the complaint or potential complaint, then that is a matter that the Board can take into account in dealing with the complaint.
- (c) This does not limit the potential for the Club to forfeit an Appearance Deposit (see below).

## **15. Complaints about a member**

- (a) Any member (including any member of the Board) or the Board or any Club executive or any other person may make a complaint (**complaint**) that may lead to a member being subject to disciplinary action.
- (b) A complaint about a member should be made in writing, clearly marked “Complaint – Attention CEO/Board”, and lodged with the CEO.
- (c) Despite the preceding provisions:
  - (i) the Board may treat as a complaint, and act on, any report from the CEO in relation to a member who is or appears to be subject to disciplinary action;
  - (ii) where there is a member appeal, the relevant report from the CEO is taken to be a complaint for these purposes; and
  - (iii) the Board may also act on its own motion to formulate a complaint and consider disciplinary action against a member who is or appears to be subject to disciplinary action;

and in each such case the complainant is the Club.

## **16. Acting on a complaint**

- (a) The Board is not bound to consider a complaint.
- (b) The Board may consider and act on a complaint without causing any investigation or the completion of any investigation in relation to the complaint.
- (c) The CEO may act on a complaint exercising the powers under regulation 9, unless and except to the extent that the Board from time to time determines otherwise.
- (d) Neither the Board nor any member of the Board is disqualified from involvement in the investigation or handling of, taking part in any disciplinary hearing regarding, or ruling on, any complaint or member appeal or the exercise of the Board’s disciplinary powers, because:
  - (i) of any personal involvement in relation to the circumstances or matters that are the subject of the complaint, or
  - (ii) of any involvement in relation to investigation of the complaint, bringing the complaint to a hearing or the preparation or issue of a Hearing Notice, or
  - (iii) they may be a witness or potential witness in relation to any aspect of the complaint, or
  - (iv) they or the Club are or are deemed to be the complainant.

## **17. Proposal to discipline a director**

- (a) Despite anything elsewhere in this Code, neither the CEO nor any other Club employee has the power to suspend or terminate the membership of a director. Consideration of potential disciplinary action in relation to a current director, beyond, temporary exclusion from Club premises, is exclusively a matter for the Board.
- (b) Also, any proposal for a resolution that may lead to the disqualification of an existing director from being a director, is a “complaint” for the purposes of this Code.

- (c) In that last case, the disciplinary processes under this Code apply and must be followed and completed before the Board considers a motion for such a resolution. Without limiting the other provisions of this Code, in that case the disciplinary hearing must take place at a Board meeting (or, if delegated to a disciplinary committee, then despite any other provision of this Code the disciplinary committee must comprise not less than four members including at least two of the members of the Board).

## 18. Disciplinary actions

- (a) If:
  - (i) there is a member appeal, or
  - (ii) the Board itself determines to consider acting on a complaint against a memberthen the Board must conduct a disciplinary hearing in relation to the appeal or complaint at a Board meeting and the following provisions of this Code apply.
- (b) In the case of an appeal, the disciplinary hearing is by way of a full fresh hearing for the consideration and determination of the issues by the Board.
- (c) In the case of a complaint, the disciplinary hearing may proceed despite any disciplinary action already taken by the CEO or interim decision of the Board in relation to any disciplinary action already taken, and again is by way of a full fresh hearing for the consideration and determination of the issues by the Board.

## 19. Hearing Notices

- (a) These provisions apply in relation to a proposed disciplinary hearing whether in relation to a member appeal or where it is proposed that the Board itself will act on a complaint against a member.
- (b) Various occurrences and events, and circumstances, may be raised against a member together as a basis for a single complaint or separately as a basis for several complaints to be heard at the one disciplinary hearing.
- (c) In the case of an appeal, additional occurrences events, and circumstances, may be raised in addition to anything already raised with the member.
- (d) At least seven days before the hearing, the Club must give the member a disciplinary hearing notice (**Hearing Notice**) calling on the member to attend the hearing and to show cause why they should not be reprimanded, suspended or have their Club membership terminated.
- (e) A Hearing Notice:
  - (i) (**Disciplinary hearing**) must state that it is a disciplinary hearing notice pursuant to the Club's Constitution;
  - (ii) (**Hearing details**) must specify the date, place and time appointed for the disciplinary hearing in relation to the complaint or complaints that have been alleged against the member or the member's appeal (as the case requires) - and the date must be no more than three months after the date of the Hearing Notice although that does not limit the potential for an adjournment or adjournments under the further provisions below;
  - (iii) (**Summary of complaint**) must provide at least broad details of each complaint that has been raised against the member or is to be considered;

- (iv) **(Requirement to show cause)** must require the member to show cause at the hearing why they should not be disciplined in relation to the complaint or complaints;
- (v) **(Summary of particulars)** must include a broad summary of the particulars of the immediate circumstances giving rise to the complaint (which may also be referred to as a “charge”), or complaints;
- (vi) **(Summary of aggravating factors)** may include a summary of any aggravating or other factor to be considered - but this does not prevent the Board at the hearing also taking into account any additional aggravating or other factor that in the opinion of the Board was reasonably likely to have been known to the member or of which the member should reasonably be presumed to have been aware or could have been aware but for recklessness or other lack of care or consideration;
- (vii) **(Member’s preliminary response in advance - to assist the Club to prepare for the hearing)** may require the member to give notice to the Club in response in writing by a specified time that is not less than five days after the hearing notice is given to the member, regarding:
  - (A) any complaint to which the member pleads guilty.
  - (B) any of the particulars specified in the hearing notice, that are admitted by the member;
  - (C) any aggravating or other factor specified in the hearing notice, that are admitted by the member; and
  - (D) the name of each witness that the member proposes to call at the hearing;
 and in that case the member:
  - (E) may in the response provide details of any explanation or other factor relevant to penalty - but the Board is not obliged to take any explanation or other factor into account if not supported by evidence at the hearing and the Board is entitled to expect any explanation and, in particular, any character evidence, to be in the form of one or more statutory declarations and to give little weight to evidence in any other form;
  - (F) is bound by the response, and
  - (G) may not call any other witness at the hearing, apart from those notified; and
- (viii) **(Non-attendance)** must advise that the complaint or complaints may be dealt with and the member may be subject to penalties, even if the member does not attend the meeting.
- (f) However, the Hearing Notice does not have to:
  - (i) set out all of the particulars of a complaint, or
  - (ii) describe or provide details of any of the evidence that may be presented or relied upon at the hearing, or
  - (iii) state the specific findings that might be made under this Constitution against the member arising out of the circumstances of the complaint.

- (g) The member is assumed to be fully aware of the provisions of this Constitution including this Code. The Club may but is not obliged to give the member a copy of this Code with the Hearing Notice.

## **20. Time and place for appeals and other disciplinary hearings**

The Board (noting that for the purposes of this Code that includes any relevant Disciplinary Committee) in relation to any disciplinary hearing including any hearing in relation to a member appeal:

- (a) is not obliged to meet more than once every three months;
- (b) may set and adhere to a predetermined schedule for quarterly meetings to meet that requirement;
- (c) may determine where to meet for the purposes of any disciplinary hearing or hearings – usually at one of the Club's RCA Premises; and
- (d) may decide from time to time, to meet only at the Office – and usually any member appeal will be heard at those Tumby Umbi premises.

## **21. Refund of Appearance Deposit**

A member who lodges a Notice of Appeal is entitled to a refund of the full amount of their Appearance Deposit if they duly appear at the appointed disciplinary hearing. Otherwise, their Appearance Deposit is forfeit to the Club except as the Board in its absolute discretion may otherwise determine on account of extenuating circumstances proved by statutory declaration.

## **22. Adjournment**

- (a) The Board acting reasonably for its own convenience or in the discretion of the Board, at the request of the member may:
  - (i) move a hearing from the original notified date or place, by not less than 48 hours' notice to the member, which notice may be given to the member by any means that the Club regards as reasonable including through an informal channel such as a phone call or a text message; and
  - (ii) at a hearing adjourn (or further adjourn) the hearing to a later date or later dates.
- (b) Where the hearing is adjourned, if the member has been suspended pending the outcome of the hearing then that suspension automatically continues until after the hearing proceeds on the date to which it has been adjourned or until further decision of the Board. This applies also if there are multiple adjournments.

## **23. Resignation in the face of a Hearing Notice**

If a member in receipt of a hearing notice resigns their membership of the Club at or before the hearing, the Club may take the resignation as an admission of guilt and that the member has no cause to show why the member should not be expelled.

## **24. Member response/notification**

- (a) These provisions do not limit the other provisions of this Code.
- (b) If the member in receipt of a Hearing Notice chooses not to attend the hearing then the member is still expected to notify the Club through the office of the CEO (in writing at least 48 hours prior to the appointed time and date, with clear reference to the proposed disciplinary hearing), whether the member pleads not guilty, guilty, or guilty with explanation in relation to the complaint.



- (c) In that notification the member is expected:
  - (i) if pleading guilty with explanation, to provide full details of the explanation;
  - (ii) whether or not pleading guilty, to show cause why they should not be reprimanded, suspended or have their membership terminated;
  - (iii) say anything else the member wants to say about what might be the appropriate penalty in all the circumstances if the member were to be found guilty of a complaint even if they have pleaded not guilty; and
  - (iv) to provide the evidence (if any) on which the member relies in support – which would usually be in the form of one or more statutory declarations.
- (d) If the member provides such a notification in advance of the disciplinary hearing then the Board must consider that notification and any supporting materials, at the disciplinary hearing along with the other reports, materials and evidence available to the Board.

## **25. Non-attendance**

- (a) A member in receipt of a hearing notice is entitled to attend the hearing for the purpose of answering the complaint.
- (b) If the member does not attend the hearing, for whatever reason, then the Board may proceed with the hearing in the absence of the member and determine both guilt and, if guilty, the appropriate penalty.

## **26. Disciplinary hearing timing**

The disciplinary hearing must not start earlier than the time specified in the Hearing Notice given to the member but the member must be ready for and may not object to any reasonable delay in commencement beyond the specified time, such as might be necessary if previous business goes over time.

## **27. Conduct of the hearing**

- (a) The provisions of the Constitution in relation to meetings and participation in meetings by electronic means, apply also in relation to any disciplinary hearing as the Board chooses its discretion.
- (b) Any decision by the Board to utilise technology for the purposes of a disciplinary hearing may be limited to allowing participation by one or more persons (including Board members), through technology, but not others. Whilst not limiting the discretion of the Board in that regard, the default preference is for the member and any key witness to appear in person.
- (c) The chairperson at a disciplinary hearing, acting reasonably, determines the procedure to be followed at the hearing subject to any resolution of the Board. The Board in undertaking a disciplinary hearing acts as a social club domestic tribunal and is not expected to formally apply the legal rules of evidence or to follow strict court process.
- (d) Broadly but at the discretion of the Board, the hearing proceeds with:
  - (i) an outline of the complaint or complaints, particulars and evidence - however, it is sufficient to just refer to the Notice of Hearing and to take that as read;
  - (ii) the member's responses and evidence;
  - (iii) anything further from Club management or the Board; and

- (iv) an opportunity for the member to make a final statement addressing whether the member is guilty or not and also addressing relevant circumstances and what might be an appropriate penalty if the member is found guilty.
- (e) The Board determines a complaint at a disciplinary hearing by determining whether the member on the balance of probabilities has shown cause why the member should not be found guilty of the complaint on the basis of the particulars and factors alleged in the Hearing Notice and other relevant matters raised at the hearing.

## **28. Recordings**

- (a) If the member is present at the hearing and the Board intends to consider any potentially relevant Recording then the member must be allowed to see and hear (as applicable), the Recording at the hearing and given the opportunity to respond before any decision is made.
- (b) If there is any relevant Recording then the Club in its absolute discretion (including after consideration of the privacy expectations of other patrons), may but is not obliged to make appropriate arrangements for the member to see and hear (as applicable), the Recording in advance. That may involve providing access at some place away from the Club's premises as the Club may reasonably require for the sake of good order. In no case is the Club obliged to give the member a copy of or advance access to any such Recording. The member is not entitled to copy any Recording.

## **29. Witnesses**

- (a) The member is entitled to call witnesses in their defence but the Board may proceed to consider and deal with a complaint whether or not any witness called by the member appears.
- (b) The member alone is responsible for the witnesses that the member wishes to call and for arranging for their attendance.
- (c) The member may only call a reasonable number of witnesses. A witness called by the member may only give evidence once during the hearing and must also submit to questions from the Board. Witnesses called by the member may be required to be fully identify themselves including if required by the Board through the production of photo or other identification.
- (d) The Club is not obliged or able to compel any witness to appear. The Board may proceed to a final decision despite any proposed witness not being available or prepared to give testimony.
- (e) Without limiting the other provisions of this Code, the Club must use its reasonable endeavours to facilitate attendance at the hearing by any witness wanting to attend and give evidence at the request of the member – where the member has given the Club written notice through the office of the CEO at least two days in advance of the hearing date, of the intention to call witnesses and the full names of the witnesses. However, this does not require the Club to allow any person to access the Club's premises who is not themselves a member or suitable to be signed in as a guest of a member.

## **30. Other evidence**

- (a) The Board at a disciplinary hearing may:
  - (i) act on its own knowledge; and
  - (ii) receive and consider any report or other material from or prepared by a Club executive or other employee, or consultant to the Club, without that person being

present at the hearing, without being obliged to hear from that person, and without that person being examined by the member; and

- (iii) receive and consider any report or material concerning any matter or circumstance that arose or is alleged to have arisen prior or subsequent to the circumstances of the particular complaint.
- (b) However, if the member is present at the hearing then:
  - (i) the Board must advise the member about any such report or other material that the Board proposes to consider, and
  - (ii) the Board must provide the member with either a copy or a fair summary of the report or materials, but the Board is not obliged to provide a copy, nor details of any conclusion or recommendation that may be contained in the report or materials.
- (c) Without limiting the other provisions of this Code, the Board may consider and take into account any of the following even if not referred to or spelt out in the Hearing Notice given to the member, to the extent that they are or reasonably might have been expected to be known to the member or about which the member reasonably could have been expected to inform themselves:
  - (i) surrounding circumstances and general context for the complaint including but not limited to the particular circumstances of the member; and
  - (ii) circumstances before or after the immediate circumstances of the complaint including but not limited to any prior warnings or disciplinary action concerning the member and also any development in connection with the member since the event or events giving rise to the complaint.
- (d) If the member wants to present any character evidence or evidence of personal circumstances relevant to an explanation or to what might be an appropriate penalty, then that evidence should preferably be in the form of one or more statutory declarations and not through witnesses.
- (e) The Board is not required to give any weight to evidence on behalf of the member that is not in the form of a statutory declaration, or in the case of evidence from a character witness, to any such statutory declaration that does not reasonably acknowledge the nature of the complaint and the potential seriousness.
- (f) The Board may agree to accept, and a disciplinary hearing may proceed on the basis of, copies of Club internal documents that have been redacted to protect the privacy of other individuals or having regard to competing legal obligations or concerns of the Club.
- (g) The Board at a disciplinary hearing may accept hearsay evidence and may also without receiving evidence, take notice of matters that are to the common knowledge of the Board.
- (h) At a disciplinary hearing, matters of fact that are recorded in the Club's records are taken to be true, correct and not misleading except to the extent that it is proved otherwise.

### **31. Representation/support person**

- (a) A member is not entitled to be represented at a disciplinary hearing, by a lawyer or anyone else.
- (b) The Board in its discretion may give approval for the member to be accompanied by one (but not more) other person at a hearing if approval is requested in advance and details of

the proposed support person are provided (name, relationship to the member and confirmation that they will not be attending as a legal representative). Approval is entirely at the discretion of the Board.

- (c) If approval is given then that person is to be in attendance solely to provide support and comfort to the member and possibly assist with interpretation if that is what the member wishes but the person needs to conduct themselves as a support person and not as an advocate or witness.
- (d) Where the Board gives approval for any such support person to attend at the hearing with the member, the Board may at any time withdraw that consent including without limitation where the Board determines it has been misled as to the circumstances of the support person or if the support person does not follow any reasonable request as to how to conduct themselves with decorum during the hearing.

### **32. English language**

- (a) The affairs of the Club including disciplinary hearings, are primarily conducted in the English language and have been since the inception of the Club and it is noted that all members became members of the Club with full knowledge of that.
- (b) Any disciplinary hearing will be conducted in the English language and the member is not entitled to take any objection on that account.
- (c) If a member feels that they need an interpreter then the Club may but is not obliged to assist in organising an interpreter if that is requested well in advance. In that case the member is also not entitled to raise any objection at the hearing or subsequently that the interpreter may not be officially recognised and might be a member of Club staff or raise any objection regarding the skill or accuracy of the interpreter.
- (d) A member is not entitled to any delay if the Club for any reason does not arrange an interpreter or because of the absence of an interpreter.

### **33. Executives, staff and Club legal adviser at a disciplinary hearing**

- (a) The CEO and other Employees and other persons, at the discretion of the Board may attend and assist the Board at a hearing and with its deliberations but must not vote.
- (b) The CEO and any other Employee or other person at the discretion of the Board may be present at a hearing to give evidence whilst also being present to continue to assist the Board.
- (c) The Board is entitled in its discretion to have a Club legal advisor present to guide the Board in the discharge of its functions and may take legal advice without the member being present. The legal adviser is not disqualified from being present because they may have been a witness to some or all of the relevant matters. If present, any advice from the legal advisor is solely advice to the Board and the Club and nothing said by the legal advisor is advice to the member. The member is not entitled to know the advice that the Board receives from the legal advisor. The member cannot object to the Board being guided by the legal adviser.

### **34. Conduct at the hearing and safety and security risks**

- (a) If the Board apprehends that there may be a safety or security risk if the member or a particular witness is allowed to attend a hearing then the Board in its discretion may exclude the member or the prospective witness from the hearing (and may notify the member or the prospective witness accordingly in advance).

- (b) In that case the Board may still proceed to come to a decision as to the member's guilt or innocence in relation to the complaint and regarding any penalty if any, in the absence of the member and in the absence of hearing from that prospective witness.
- (c) If at a hearing the member conducts themselves inappropriately or otherwise seeks to disrupt the hearing then the Board may caution the member and require the member to act appropriately.
- (d) If the member fails to heed the caution and acts or continues to act inappropriately or in a manner that prevents the normal continuation of the hearing, the Board may exclude the member and finish the Board's deliberations and come to final decisions (including as to penalty), in the absence of the member. In its deliberations the Board may also take account of the conduct of the member, and the witnesses called by the member, at the hearing.
- (e) If the Board:
  - (i) reasonably concludes that a hearing can no longer be continued in the presence of the member because of unacceptable risk to the security and safety of any Club officer or executive or other person, or because of untoward behaviour of the member or their support person or of a witness called by the member (including the failure of the support person or a witness to leave if that has been requested on account of their behaviour); and
  - (ii) has first warned the member of concern that there is an unacceptable risk or about any such untoward behaviour and asked the member to attend to the risk of the behaviour; and
  - (iii) concludes after that, that an unacceptable risk remains or that the untoward behaviour is not likely to cease,

then (and also in any case that the Board reasonable determines to be an emergency situation) the Board may adjourn the hearing to another place and time and complete the hearing in the absence of the member or a support person or witness and without further notice.

### **35. Voting at a disciplinary hearing**

- (a) Voting on any resolution in relation to the disciplining of a member by the members of Board taking part in a hearing may take place in the absence of the member.
- (b) In making a decision regarding a complaint, the Board must:
  - (i) first, come to a decision as to what particulars and other factors have been made out;
  - (ii) second, based on those findings come to a decision as to the member's guilt or innocence in relation to the complaint; and if there is a finding of guilt in relation to any part of a complaint;
  - (iii) third, the Board must then come to a decision on penalty.

In the discretion of the Board, however, those decisions may be reflected in a single resolution determining innocence or penalty.

- (c) Any decision of the Board at a disciplinary hearing (including at any adjourned or subsequent meeting) must be by majority vote. Voting is by open voting at the meeting, in the absence of the member concerned.

- (d) Any decision of the Board at a disciplinary hearing need not be communicated to the member immediately and may be subsequently communicated orally, electronically or by post.

### **36. Penalties**

Neither the Board nor the CEO or any other Club employee exercising a power under this Code, is required to inform a member of any determination or finding on guilt, or to allow a member to make further representations after a determination or finding on guilt, before considering any penalty.

### **37. Decisions prima facie final**

- (a) Any disciplinary decision or determination by the CEO or any other Club employee acting under this Code, is final – subject only to the right of appeal through the process set out above.
- (b) Any decision or determination of the Board at a disciplinary hearing is final and the Board is not required to assign any reason for any finding or determination – neither regarding guilt nor penalty.
- (c) Despite the previous provisions and without being under any obligation to consider doing so or to do so:
  - (i) the Board may proceed with a disciplinary hearing concerning a member who is subject to being disciplined, even though the CEO or other Club employee has previously decided not to act or previously determined to only suspend the member; and
  - (ii) the Board (and the CEO, but only in relation to any decision taken by the CEO or any other Club employee), may reopen any disciplinary decision or hearing at any time and may set aside or vary any decision including regarding a penalty, although again without being required to assign any reason for their decision. Where any such action is contemplated, notice may but need not be given to the member or former member – except that any penalty imposed by the Board must not be increased without the Board giving the member reasonable opportunity to be aware of any new matter that the Board proposes to consider in that regard and to make a submission showing cause why the penalty should not be increased.

### **38. Nature of disciplinary powers**

- (a) The various powers conferred by this Code and Constitution to suspend a member's rights and privileges of membership and to remove a member or other person from Club premises or disallow a member or other person access to Club premises, or to otherwise discipline a member or impose any penalty on a member, are exclusively for the benefit of the Club itself and not for the benefit of any individual member.
- (b) Nothing in this Code or any other provision in this Constitution creates any legal duty or obligation to any member or patron, on the part of the Club or any Club officer, employee, consultant or agent, in relation to whether, when or to what extent any disciplinary power is to be exercised.

### **39. Exclusion of admissions and claims**

- (a) A member or former member (including a member or former member against whom a complaint has been made or who has been called on to show cause why they should not be reprimanded, suspended or expelled or who has been the subject of disciplinary proceedings pursuant to this Code), is not entitled to commence or prosecute any action or legal proceeding against:

- (i) the Club or any Club director, other member, employee, consultant or agent, nor against any other person, or
- (ii) any person who makes or provides any complaint, statement, submission, advice or evidence (orally or in writing) in connection with anything arising or that might arise under or pursuant to this Code,

for anything said, done or omitted in good faith in that regard;

and all proceedings and utterances in connection with those matters or at any meeting in connection with anything arising under or out of this Code or at any Board meeting or General Meeting or in the course of Club operations, in connection with anything arising under this Code, are privileged and protected from any action or legal proceeding taken by a member or former member. However, importantly, this provision does not protect any person against a claim or liability for maliciously or knowingly making a false or misleading statement.

- (b) Without limiting the preceding words, all of the following are privileged and protected from any action or legal proceedings taken by a member or former member:
  - (i) all complaints and all notices, letters, statements, reports, advice, evidence and other matters arising under or incidental to any complaint or in connection with any action or potential action under this Code;
  - (ii) anything said or written by any Club executive or other employee or by any director, in relation to Club operations or in connection with any action or potential action under this Code;
  - (iii) anything specifically authorised by regulation 41; and
  - (iv) any hearing and determination, and all proceedings and utterances at General Meetings and Board meetings, in connection with a complaint.
- (c) However, this provision does not restrict:
  - (i) action against a person for maliciously or knowingly making a false or misleading statement, or
  - (ii) any other disciplinary action by the Board that the Board deems appropriate.
- (d) This does not limit the preceding provisions nor does it limit the Club itself. No act or omission (including any failure to act, apology, retraction, reversal, or substitution of a different decision), and no internal report or complaint or other record of the Club, in connection with anything concerning or regulated by this Code:
  - (i) is or implies any admission or representation, by or on behalf of the Club – except to the extent (if any) expressly and specifically agreed by the Club in writing; or
  - (ii) may be raised or relied on or used against the Club by any person in any proceeding (and that includes not being raised or relied on or used, in connection with any claim against the Club or in defending or responding to any claim by the Club).

#### **40. Club records**

Any entry in the Club's duty or incident log or other Club record, is strictly confidential to the Club. The Club's privacy obligations and privacy commitments under the Club's own privacy policy, also apply. However, and despite anything in the privacy policy to the contrary, members agree and acknowledge that the Club may voluntarily and must if legally obliged, provide those details

(together with explanations and any other pertinent details and any related CCTV footage or other materials), to the Police or any person reasonably appearing to have the authority of or represent any regulator or authority.

#### **41. Disclosures and discussion**

- (a) Each member in particular acknowledges and consents to the provisions of this Disciplinary Proceedings Code, including for the purposes of privacy legislation.
- (b) Where there have been disciplinary proceedings against a member, the Club (and individual directors, other members and employees) acting in good faith and without malice may disclose that there have been disciplinary proceedings against the member, the nature of the findings and the decision as to penalty - where that is reasonably appropriate in connection with the operation of the affairs of the Club or for the information of members or for considering or reporting on the performance of the Board or management. Without limitation by anything elsewhere in this Code, that includes but is not limited to voluntary notification:
  - (i) to staff, and recording in the Club's records and in operational materials for use by staff – including materials and records that may not be kept under conditions of confidentiality;
  - (ii) to anyone who the Club, on reasonable grounds, understands to be a member of the family of, or someone who has a close personal relationship with, the member or former member;
  - (iii) by implication, due to implementation of the decision – such as refusing entry to a person;
  - (iv) to or discussion at a General Meeting or other meeting involving any members of the Club;
  - (v) to or discussion with, members of any intra club;
  - (vi) in any Club publication intended primarily for another member or members;
  - (vii) to others outside the Club with whom the Club deals; and
  - (viii) to any regulator, authority or the like.

#### **42. Power to suspend on issue of a Hearing Notice**

- (a) This provision does not limit the powers of suspension arising under other provisions or legislation.
- (b) If a Hearing Notice is issued to a member pursuant to this Code then the CEO or under any delegated authority, the senior manager of the Club then on duty at the Club's premises from time to time or other senior Club manager, has power to immediately suspend such a member from any or all rights and privileges of membership until the charge is heard and determined. This power may be exercised without the need for any further notification to the member or hearing and without the need to give any additional reason.

#### **43. Return after suspension or application for membership after termination**

- (a) Where a member has been suspended for any period in excess of one week (whatever the circumstances), they must not seek access to any of the Club's premises or to participate in any Club function or activity without first phoning the CEO's office to see if



the Club requires the member to first attend an interview with representatives of the Club to discuss the Club's ongoing expectations of the member (a **Return Interview**).

- (b) Where the Club does require a Return Interview, the Club must use its reasonable endeavours on its part to see that the Return Interview can be completed without undue delay.
- (c) Where the Club does require such a member to attend a Return Interview, the member must participate in a Return Interview at Club premises at a time to suit the mutual convenience of the member and the Club, before the member seeks to access any of the Club's premises or to participate in any Club function or activity.
- (d) The Club may also refuse to consider an application for membership from any person who has previously had their membership terminated, unless the person undergoes a Return Interview to the satisfaction of the Club.

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## Attachment 3 Board and Board Elections Regulations

The Board cannot amend these Regulations by resolution: these Regulations can only be amended in the same way as any other provision of the Club's Constitution.

### 1. Composition of the Board

The Club's Board consists of the following directors:

- (a) Chairperson
- (b) Deputy Chairperson, and
- (c) four other directors.

### 2. Triennial rule

- (a) The directors (including any director who becomes the Chairperson or Deputy Chairperson) are elected to the Board in accordance with the "triennial rule" set out in Schedule 4 of the RCA and otherwise in accordance with the provisions of this Constitution. For convenience of reference, that Schedule is reproduced below.

#### **Schedule 4 Rules for election to governing body for term of 3 years**

(Section 30)

##### **1 Definitions**

*In this Schedule:*

**general meeting** means a meeting of the members of the club at which members of the governing body are to be elected.

**triennial rule** means the rule of the club that provides for the election of members of the governing body in accordance with this Schedule.

**year** means the period between successive general meetings.

##### **2 (Repealed)**

##### **3 First general meeting under triennial rule**

- (1) The members elected to the governing body at the first general meeting at which the triennial rule applies shall be divided into 3 groups.
- (2) The groups:
  - (a) shall be determined by drawing lots, and
  - (b) shall be as nearly as practicable equal in number, and
  - (c) shall be designated as group 1, group 2 and group 3.
- (3) Unless otherwise disqualified, the members of the governing body:
  - (a) in group 1 shall hold office for 1 year, and
  - (b) in group 2 shall hold office for 2 years, and
  - (c) in group 3 shall hold office for 3 years.

##### **4 Subsequent general meetings**

*At each general meeting held while the triennial rule is in force (other than the first such meeting) the number of the members required to fill vacancies on the governing body shall be elected and shall, unless otherwise disqualified, hold office for 3 years.*

##### **5 Casual vacancies**

- (1) A person who fills a casual vacancy in the office of a member of the governing body elected in accordance with this Schedule shall, unless otherwise disqualified, hold office until the next succeeding general meeting.
- (2) The vacancy caused at a general meeting by a person ceasing to hold office under subregulation (1) shall be filled by election at the general meeting and the person

*elected shall, unless otherwise disqualified, hold office for the residue of the term of office of the person who caused the casual vacancy initially filled by the person who ceased to hold office at the general meeting.*

## **6 Re-election**

*A person whose term of office as a member of the governing body under the triennial rule expires is not for that reason ineligible for election for a further term.*

## **7 Revocation of triennial rule**

*If the triennial rule is revoked:*

- (a) at a general meeting—all the members of the governing body cease to hold office, or*
  - (b) at a meeting other than a general meeting—all the members of the governing body cease to hold office at the next succeeding general meeting,*
- and an election shall be held at the meeting to elect the members of the governing body.*

- (b) A director may be re-elected at the end of a term of office.
- (c) If a casual vacancy on the Board has been filled in the period prior to an AGM, then under the triennial rule that may create a vacancy to be filled at the AGM for a term of less than three years. In that case the following provisions apply – referring to that position for a term of less than three years as a “shorter term”, and if there is more than one such vacancy to be filled at the AGM referring to those positions as the “shorter terms”.
  - (i) All candidates in the election are eligible for election to all of the vacant positions including any shorter term.
  - (ii) If there needs to be a ballot then the successful candidates in descending order of the number of votes received will fill the three-year term positions that are up for election and then the shorter term positions – and if there is more than one shorter term position and the shorter term positions are of different lengths, then the longest is filled first and so on.
  - (iii) In the case of any tied vote between candidates and to the extent necessary the candidates who receive tied votes may agree between themselves as to how to fill the positions available to them or in the absence of agreement that must be resolved by the candidates drawing lots at the first Board meeting after the AGM: the resolution of the allocation of those positions must then be reported to and recorded in the minutes of the next Board meeting, which are final.

Example: if there are two three-year term positions and one two-year term position and one one-year term position up for election then the four candidates receiving the highest number of votes fill the positions with the two candidates receiving the highest number being elected for three-year terms, the candidate receiving the next highest number of votes filling the two-year position and the candidate who came fourth filling the one-year position.
  - (iv) If there does not need to be a ballot then:
    - (A) the available positions are filled according to the then-longest continuous time that each candidate who is a retiring director, has held office, in descending order – filling the three-year term positions first and then any shorter term positions in descending order of length; and
    - (B) when necessary to decide between any candidates with equal continuous time (or equally, no time) in office, the candidates may agree between themselves as to how to fill the positions available to them or in the absence of agreement that must be resolved by the candidates drawing lots at the first Board meeting after the AGM: the resolution of the allocation of those positions must then be reported to and recorded in the minutes of the next Board meeting, which are final.

Example: if there are two three-year term positions and one two-year term position and one one-year term position up for election with only four candidates three of whom are retiring directors each having continuously been on the Board for the same number of years then those three retiring directors must agree or draw lots between themselves to decide which of them takes the two three-year positions and which of them takes the two-year position; the remaining one-year position goes to the other candidate.

### **3. Election of office bearers**

- (a) The Chairperson and the Deputy Chairperson are not elected by the members but by the Board from amongst their own number.
- (b) At the first Board meeting after each AGM (which must be held within 24 hours of the AGM), the newly re-constituted Board must elect a Chairperson and a Deputy Chairperson from amongst their own number to hold those offices until the next AGM unless in the meantime they cease to be a director or resign from that office.
- (c) To be eligible for election to either of those positions, a director must either be a Life Member or have already served a minimum of 12 months on the Board. If there is no candidate with the required qualification who is prepared to stand for a particular position, then any director may stand for that position.
- (d) The appointments are by resolution, not election. In the usual way, an appointment resolution has to be carried by a simple majority. There is no casting vote. Voting must be by secret ballot if that is requested by any director. Where there is a secret ballot, all directors are entitled to see the ballot papers. Voting on single separate resolutions must continue until a resolution is carried by majority for appointment.
- (e) If there is a casual vacancy in the office of the Chairperson, then:
  - (i) that must be filled by the Board from amongst their own number;
  - (ii) the Deputy Chairperson does not automatically fill that vacancy but acts as interim Chairperson until that vacancy is duly filled; and
  - (iii) if there is a Deputy Chairperson available to act in that capacity then the Board may delay filling that vacancy until any casual vacancy on the Board has been filled.
- (f) If there is a casual vacancy in the office of the Deputy Chairperson, then that must be filled by the Board from amongst their own number.

### **4. Mandatory Training By-laws**

#### **4.1 Background**

This Rule is to enable the Board to set its own mandatory requirements for director training through one or more By-laws, as follows. A director who does not comply with any such mandatory training requirement is automatically disqualified – see regulation 15(k) (each such mandatory training requirement being referred to below as a “Mandatory Training By-law”).

#### **4.2 Resolution**

In order to be effective, a Mandatory Training By-law must be adopted by a resolution of the Board in respect of which at least a majority of the directors then in office vote in favour.

#### **4.3 Relevant time**

Despite anything to the contrary stated or implied in any Mandatory Training By-law, a Director is only obliged to meet the particular mandatory requirement within the later of – the period stated in the By-law, and within one year of first being elected as a Director.

## 5. Mandatory training – variation or relaxation of requirements.

The Board by a resolution in respect of which at least a majority of the directors then in office vote in favour may for a particular candidate or director:

- (a) waive or vary a requirement under regulation 4 (Mandatory Training By-laws) where there are exceptional circumstances (and that may include taking into account that the particular director or candidate already has director training and skills by virtue of an existing qualification or past experience); or
- (b) approve of an alternative course of training or qualification in lieu of the requirement of a Mandatory Training By-Law.

## 6. Eligibility for nomination for election as a Director

To be eligible to be nominated to stand for election to the Board, a person must:

- (a) be a financial Ordinary Member, financial Special Member, or Life Member of the Club
- (b) have been a Full member of the Club for not less than five years (except that a Full member appointed as an additional director under regulation 17, or who has previously been a director of the Club, does not need to have been a member for that period)
- (c) hold, or have duly applied for, a personal Director Identification Number issued by ASIC (and provide that detail to the Club with their nomination);
- (d) not be, or have been within the last five years, an Employee of the Club;
- (e) not have had an insurer impose on or in connection with them, within the last five years:
  - (i) a loading on the usual premium, or
  - (ii) a higher than usual excess, or
  - (iii) any material adverse unusual condition of insurance or coverage exclusion,

for or in connection with any directors and officers insurance, professional indemnity insurance or the like;

- (f) not currently be under suspension;
- (g) not have been expelled, or suspended for a period of three months or more, within the previous five years;
- (h) not have been convicted of an indictable offence (whether or not a conviction was actually recorded) (however any spent conviction within the meaning of the *Criminal Records Act 1991* is to be ignored)
- (i) not be a bankrupt, nor have made an arrangement or composition with their creditors
- (j) not be insane, or liable to have their estate dealt with in any way under any law relating to mental health
- (k) not be the subject of a current declaration of ineligibility to hold office as a member of the governing body of a registered club, under Part 6A of the RCA;
- (l) (if they are a key official or former key official within the meaning of the Gaming and Liquor Administration Act 2007 (NSW)), have obtained the requisite approval under that legislation;

- (m) not be disqualified under Rule 6.16(c)(iii);
- (n) not be disqualified under Rule 10.1(c);
- (o) not be disqualified under regulation 7 below;
- (p) not otherwise be disqualified from holding office as a director of the Club, and
- (q) (if they have not previously been a director of the Club) in the case of a candidate for election, before nominating have attended at a pre-nomination information session (if any) as prescribed by the Board.

## **7. Disqualification from being a director**

- (a) Subject to (c) below, a member is disqualified from being elected as a director or continuing as a director if the member:
  - (i) is a director or senior manager, or a member of a Board committee, of another registered club, or
  - (ii) has a material personal interest in any hotel liquor licence relating to premises anywhere in Australia, or
  - (iii) at any time has or within the previous three years has had, a material personal interest in any contract or arrangement for the supply of goods or services to the Club for which the Club has paid or will be obliged to pay more than \$10,000 in any 12 month period:
    - (A) this can include but is not limited to, being a member, officer or employee of a relevant supplier;
    - (B) an honorarium approved at an AGM in respect of special honorary services rendered, does not count for this purpose;
  - (iv) has, or is a member, officer or employee of a group or organisation that has, a material interest in any land that is zoned so as to permit any non-residential use that is within 500 metres of any of the Club's licensed premises:
    - (A) for this purpose, two properties are within 500 metres of each other if any part of one property is within 500 metres of any part of the other property
    - (B) for this purpose, a material interest includes a direct or indirect ownership interest or a direct or indirect interest as a tenant
    - (C) this can include an interest that is held jointly or individually together with one or more others
    - (D) such a group or organisation can include an unincorporated or incorporated association or a body corporate or a firm;
  - (v) resides more than 50 kilometres away from the main premises of the Club at Tumby Umbi NSW.
- (b) A Member who is currently unfinancial or under suspension is ineligible to be nominated for or elected to the Board or to any office or committee or to perform duties as holder of an office or member of any committee.

## **8. Limit on number of directors from a single interest group**

### **8.1 Basic Limit**

- (a) For any particular Single Interest Group, no more than one person who is a member of that Single Interest Group may be on the Board at any time. Subject to any condition on which the relevant exemption was granted, a member who has been granted an exemption from disqualification under this provision is to be disregarded for the purposes of this restriction whilst the exemption continues. A director who happens to be a member of a Single Interest Group, is nonetheless a director in their own right and at all times must act in the interests of the whole Club and not as a representative, or nominee, of that Single Interest Group.
- (b) This is a continuing requirement that applies at all times.
- (c) At any time when there is already a member of a particular Single Interest Group on the Board, no other member of that particular Single Interest Group may become a director.
- (d) A person is a member of a Single Interest Group if they are a member, officer or employee of the Single Interest Group or they come within the specific definition of the class of persons that make up the particular Single Interest Group.

### **8.2 Definition of a Single Interest Group**

Single Interest Group means any of the following:

- (a) (internal clubs) an internal club within the Club (internal clubs are referred to elsewhere in this Constitution as sections);
- (b) (affiliated clubs) another club that this Club recognises as an affiliated club (this can include an unincorporated or incorporated association or a body corporate);
- (c) (supported groups) a group or organisation that received financial support in cash or kind of at least \$1,000 from the Club, in either the current or the most recently completed financial year (this can include an unincorporated or incorporated association or a body corporate or firm);
- (d) (single sport) a grouping of two or more such affiliated clubs, or two or more such supported groups, that are all associated with a single sport (or a particular single group of related sports, such as, but only by way of example, indoor soccer and outdoor soccer);
- (e) (members of a previous Amalgamating Club) a group made up of former members of an individual Amalgamating Club (as defined elsewhere in this Constitution);
- (f) (Amalgamating Club LGA Members) the group made up of members of the Club who were admitted to membership of the Club pursuant to Rule 6.16 consequent on an amalgamation with a particular Amalgamating Club, plus all other members of the Club who reside in the Local Government Area in which that Amalgamating Club had its premises (or, if the Amalgamating Club had more than one set of premises, in any of the Local Government Areas in which any of those premises were situated) but excluded from that group is any person who was already a member of the Club in their own right at the date of the relevant amalgamation Note: there is a separate Single Interest Group under this category in respect of each Amalgamating Club with which the Club has amalgamated or does amalgamate;
- (g) (owners of adjacent land) a group made up of persons who have, or who are a member, officer or employee of a group or organisation that has, a material interest in any land that is within five hundred metres of a particular one of the Club's licensed premises:

- (i) for this purpose, two properties are within 500 metres of each other if any part of one property is within 500 metres of any part of the other property
- (A) for this purpose, each of the Club's licensed premises is considered separately so that there is a separate group of such persons associated with each of the Club's separate licensed premises
- (B) for this purpose, a material interest includes a direct or indirect ownership interest or a direct or indirect interest as a tenant
- (C) this can include an interest that is held jointly or individually together with one or more others
- (D) such a group or organisation can include an unincorporated or incorporated association or a body corporate or a firm.

### 8.3 Exclusions

- (a) Despite anything to the contrary above, a committee or subcommittee of the Board is not a Single Interest Group.
- (b) Where a director is a patron or member of a particular Single Interest Group, or on the committee (however described) of a particular Single Interest Group, solely at the request of the Board then that is ignored for the purposes of this regulation 8.

### 8.4 Voting Procedures

At an election of the Board where more than one of the candidates come from the same Single Interest Group, only one of those candidates can be elected. The basic limit in regulation 8 applies and a candidate may not be elected in breach of that limit. This provision prevails to the extent of any inconsistency over any other provision of this Constitution.

### 8.5 Information from Candidates / Nomination Form

The nomination form prescribed by the Board under regulation 13(c) must provide for candidates to provide details of their memberships of any Single Interest Group. The form must include provision for the candidate to verify the information provided by a statutory declaration.

### 8.6 Operation of the restriction

This regulation 8.1 operates where there is a change in the circumstances of a particular director (the Affected director) that triggers a breach of the basic limit in regulation **Error! Reference source not found.** because that director becomes the second member of a particular Single Interest Group on the Board. In that case, it is the Affected director who becomes disqualified from continuing as a director.

## 9. Exemption from disqualification

- (a) If a member would otherwise be disqualified under Rule 6.5(c) or 6.16(b), or regulation 6(b), 6(d), 6(e), or 7, the member may apply for and the Board may grant an exemption as follows.
- (b) The member must apply to the Board for exemption. The application must be in writing accompanied by full details of the circumstances that would otherwise disqualify the member.
- (c) The member must provide the Board, if requested, with any other relevant information reasonably requested by the Board.
- (d) The Board may grant exemption to the member if the Board sees fit, by resolution of the Board at a duly convened meeting of the Board.



- (i) A proposal for such a resolution is “special business” – see Rule 33.1(d).
  - (ii) The Board is not obliged to publish any reasons for its decision.
  - (iii) The Board may, but is not obliged to, take into account the Board’s assessment of the potential of the member to make a contribution to the Board if the member were to be elected as a director, weighed against the potential for the disqualifying grounds to be adverse to the interests of the Club.
- (e) An exemption so granted by the Board is effective up until the completion of the immediate next annual election of directors and, if the member is elected as a director at that election then the exemption continues for the whole of the term for which the member is then elected. If the member subsequently wishes to be a candidate for re-election, then the member may only do so if the member re-applies for and is granted a further exemption on each occasion.

## **10. Nomination Committee**

- (a) The Board pursuant to its other powers under this Constitution may from time to time appoint a Nomination Committee. At such times as a Nomination Committee exists, the following provisions apply.
- (b) The objects of the Nomination Committee include:
  - (i) identifying good potential candidates for election to the Board;
  - (ii) encouraging good potential candidates to stand for election to the Board (particularly with a view to increasing the diversity and differing skill sets of those on the Board); and
  - (iii) considering and providing reports to the Board in relation to the qualifications of candidates for election to the Board.
- (c) The Nomination Committee is subject to any Code for Committees adopted by the Board from time to time and is governed by any Charter for the Nomination Committee adopted by the Board from time to time.
- (d) The Board prior to the issue of ballot papers for an election of directors may prepare and by majority decision adopt a report to members in relation to the qualifications of any one or more (or each) of the candidates for election to the Board other than those candidates who are then currently sitting Directors. The Returning Officer must distribute any such report with the ballot papers for the particular election. The report must not be defamatory or misleading in the reasonable opinion of the Returning Officer taking account of any materials provided to them by the Board with its report or by any candidate with their nomination. The Returning Officer may edit out and not forward, any part of any such Board Report which in the opinion of the Returning Officer after taking legal advice from the Club’s legal advisor, does not meet those requirements.
- (e) The Board may refer expressions of interest from members for appointment to fill a casual vacancy on the Board, to the Nomination Committee in order for the committee to review the candidates and provide a confidential report to the full Board in relation to the circumstances and qualifications of the candidates and (if the committee chooses) recommend a particular candidate (if any) as the committee sees fit. However, the appointment to fill the vacancy remains a matter for the full Board and the full Board is not bound to adopt any recommendation from the Nomination Committee.

## 11. Election By-laws

The Board may from time to time make such By-laws not inconsistent with the Constitution as it thinks necessary for the conduct of any election and all matters in connection therewith.

## 12. Election process and timetable

- (a) Each annual election of directors must be conducted by a returning officer (Returning Officer) appointed by the Board, who may be an individual, an organisation or the Electoral Commissioner.
- (b) An election must be conducted according to the processes specified in these regulations and the timetable set out below

Action or milestone	Timing
Board selection of the date for the AGM.	<p>At least three months in advance.</p> <p>Note: this only involves choosing the intended date and it does not require the issue of the notice of meeting.</p> <p>Where in good faith the Board has set a date for the AGM but there is a reasonable need to subsequently change that date before the Notice of Meeting is issued, the date may be changed to a later date but that does not affect the timetable already in place for nominations and other pre-election steps.</p>
If and where thought desirable, the Board makes or updates any election By-laws.	Prior to the appointment of the Returning Officer.
If and where thought desirable, the Board resolves to require candidates who had not previously been a director, to attend a pre-nomination information session.	Prior to the appointment of the Returning Officer.
Board appointment of the Returning Officer.	At least six weeks before the date set for the AGM.
Board appointment of times and dates for pre-nomination information sessions for prospective candidates (if the Board has prescribed a requirement for candidates to attend such a session).	<p>To take place in the week before nominations open.</p> <p>At least two sessions - one during the week between 7.30pm and 9.30pm; and the other on a Saturday or Sunday before 1pm.</p> <p>Pre-nomination information sessions must be scheduled to take place at Club premises usually at the Office.</p>
Call for nominations by notice from the Returning Officer exhibited on the Notice Board, with details of any pre-nomination information session times and dates, and of the Nomination Period (see below).	At least one month before the AGM.

The setting of the AGM date determines the <b>Nomination Period</b> .	A period of 7 days commencing 21 days before, and ending 14 days before, the date of the AGM and closing at 5 PM on the last day of the period. Example: if the AGM is set for Sunday 27, the Nomination Period is from Monday 6 until 5pm on Sunday 13
The Board must prescribe the required nomination form and nomination forms must be available to members at the Office.	From 28 days before the date of the AGM until the close of the Nomination Period.
To be eligible, a candidate must lodge their nomination form (duly completed) in person, at the Office.	During the period 9am to 5pm throughout the prescribed Nomination Period.
The Returning Officer sets the time and date for the drawing of lots by the Returning Officer (if necessary) to determine positions on the ballot paper.	Being a date within seven days of the close of the Nomination Period. Must be scheduled to take place at the Returning Officer's premises. Any current director and any candidate, may attend.

### 13. How are members nominated for election to the Board?

- (a) Any two Full members who are themselves entitled to stand for election to the Board may nominate any other qualified member for election as a director.
- (b) A nomination of a member to be elected to the Board must:
  - (i) be in writing;
  - (ii) specify the full name and Club membership number of the nominee (candidate);
  - (iii) be signed by the nominee;
  - (iv) specify the full names and Club membership number of both nominators;
  - (v) be signed by both nominators; and
  - (vi) be duly lodged with the CEO at the Office before the closing of the Nomination Period.
- (c) All nomination papers must be in the form prescribed by the Board from time to time (and see regulation 0 above).
- (d) The prescribed nomination form may require a candidate to complete a statutory declaration in relation to matters material to their potential election as a director of the Club and also an acknowledgment that they are aware of the duties and responsibilities of a director of the Club.
- (e) A candidate, with their nomination, may supply details of their qualifications, experience, skills and other relevant matters for posting to members. In providing those details, each candidate is limited to 200 words. The material must not be defamatory or misleading.

The Returning Officer acting reasonably may decline to forward, or may edit, any materials supplied by a candidate which in the opinion of the Returning Officer after taking legal advice from the Club's legal advisor if so required by the Returning Officer, is defamatory or offensive to good taste, misleading, or exceeds the maximum permitted length.

- (f) Any candidate details must be displayed and set out in a uniform manner, in the materials made available to members at the Relevant Election Meeting. Materials (if made available as a single document) must appear in the same order as the names of the candidates on the ballot paper. A candidate may not object if his or her details appear in the correct order but due to reasonable requirements for printing, appear on the back or some other particular position on a page.
- (g) A candidate who has not previously been a director of the Club, must in their nomination undertake in writing to duly complete (within 12 months of being elected to the Board), training within the meaning of "required training" under Regulation 21A(5) of the regulations under the RCA or alternatively have their qualifications, skills and work experience recognised as entitling them to exemption pursuant to Regulation 21C.
- (h) A candidate who has nominated for election to the Board may not withdraw their nomination once lodged.
- (i) The CEO must as soon as practicable after the end of the nomination period post the name of the candidates nominated, on the Club's noticeboard and the names of the candidates must remain on the notice board until the conclusion of the Relevant Election Meeting.

## **14. Election of the Board**

### **14.1 Returning Officer**

- (a) An election and any required ballot, is conducted by the Returning Officer.
- (b) As an alternative to appointing a Returning Officer, the Board may authorise the Electoral Commissioner or any independent organisation in the business of conducting elections, to conduct a ballot. In what follows, references to the Returning Officer include any delegate of the Electoral Commissioner or organisation authorised to conduct a particular election.
- (c) The Returning Officer may in their discretion appoint up to two assistant returning officers, to assist with the conduct and counting of a ballot (if required) and to exercise such of the Returning Officer's powers as the Returning Officer delegates to them.
- (d) Where a ballot is required, each candidate may appoint a scrutineer who is a Full member of the Club and not themselves a candidate in the election. The Returning Officer does not have to delay the conduct or counting of the ballot if an appointed scrutineer does not appear or fails to participate.

### **14.2 How are the members of the Board elected?**

- (a) The provisions of regulation 2 above apply, and prevail to the extent of any inconsistency.
- (b) If there are not more candidates nominated for any particular position on the Board than are being elected, the Chair at the Relevant Election Meeting must declare such candidate or candidates duly elected.
- (c) If at the close of nominations the number of candidates duly nominated is more than the number required to be elected then a ballot must be taken at the Relevant Election Meeting in respect of the particular position.

- (d) If there are no candidates or insufficient candidates duly nominated for the Board, then any remaining position may be filled by the continuing directors as a casual vacancy.
- (e) The Returning Officer and any assistant returning officers must not be a candidate or a nominator of a candidate.
- (f) Where it is necessary to conduct a ballot, the Returning Officer must arrange for ballot papers.
- (g) No rank or distinguishing feature may appear in respect of any candidate on the ballot paper, except the identification of existing members of the Board.
- (h) The Returning Officer is in charge of the ballot papers and each ballot paper must be either initialled by the Returning Officer or otherwise authenticated in a manner directed by the Returning Officer before it is issued or at the time of issue.
- (i) Where a ballot is required, the ballot takes place by qualified members voting in person at the relevant election meeting.
- (j) Members must vote by placing a cross or tick on the ballot paper beside the name or names of the candidate or candidates for whom the member wishes to vote.
- (k) A member must vote for no more than the number of candidates as there are positions to be filled. A member is not obliged to vote for every position that is to be filled.
- (l) A member must complete their ballot paper themselves. Voting by proxy is prohibited.
- (m) In the counting of the ballot, a cross or a tick beside the name of a candidate, signifies a vote for that candidate. The Returning Officer in their discretion may also accept a number or other marking beside the name of a candidate, as signifying a vote for that candidate (and if the voter has used a series of numbers, disregarding any numbers beyond the number of positions to be filled).
- (n) The Returning Officer may issue a member with a replacement ballot paper to replace a ballot paper that has been spoilt. A member seeking a replacement ballot paper must make application to the Returning Officer and provide the Returning Officer with such evidence (usually the spoilt ballot paper), as the Returning Officer requires.
- (o) Ballots must be counted by the Returning Officer on the closing of the ballot. Counting may be incremental as the ballot proceeds.
- (p) The Returning Officer decides which ballots (if any) are informal. A vote for more than the number of candidates to be elected in a particular election, must be declared informal (but this does not limit regulation 14.2(p) above).
- (q) Decisions of the Returning Officer in respect of all matters relating to the conduct of the election, the conduct of the ballot, the election of any person and the informality of particular votes are, in the absence of obvious error, final.
- (r) The election is determined on the basis of the candidate or candidates receiving the highest numbers of votes.
- (s) If there is an equality of votes for any position or positions in a particular ballot, then the Returning Officer must advise the candidates concerned of such a situation, as soon as reasonably convenient in order that they might have the opportunity to decide the issue. The candidates concerned may but are not obliged to decide the issue between themselves or by lot or such other manner as they determine, in which case they must advise the Returning Officer of the outcome. If the Returning Officer does not receive consistent advice of such decision from all of the candidates concerned on request or in the case of any dispute between the candidates concerned in that regard, the issue must

be decided by lot or lots drawn by the Returning Officer at the Relevant Election Meeting following the closing of the ballot.

- (t) On completion of the counting of the ballot in a particular election, the Returning Officer must report the results in writing to the Chair at the Relevant Election Meeting. The Chair must announce the reported results at the Relevant Election Meeting and declare those persons elected to take office from the conclusion of that meeting.
- (u) All ballot papers must be destroyed under the supervision of the Returning Officer at the end of two months after the Relevant Election Meeting, unless the members at the Relevant Election Meeting resolve otherwise.
- (v) The directors in office at the commencement of a Relevant Election Meeting continue in office until the conclusion of that meeting, despite the result of such ballot being declared at the meeting.

## **15. When does a Board position become vacant?**

A director ceases to hold office when and if they;

- (a) deliver a written resignation to the Club
  - (b) cease to be a member of the Club
  - (c) become a Club employee
  - (d) are subject to an order made under the Corporations Act (or under any other law) prohibiting him or her from being a director or is otherwise prohibited from being a member of the Board under any law
  - (e) are the subject of a resolution by the Board supported by at least four directors, that determines that in the reasonable opinion of the Board they have failed to comply with their obligations under any of:
    - (i) Part 4A of the RCA (“Accountability”), or
    - (ii) Part 2D.1 Division 2 of the Corporations Act (“Disclosure of, and voting on matters involving, material personal interests”), or
    - (iii) the current Director Code of Conduct adopted by the Board
- and that the Board does not accept any explanation or apology from the director in that regard (and the provisions of regulation 17 of the Disciplinary Proceedings Code, apply)
- (f) become prohibited from being a member of the Board by reason of any provision of this Constitution such as becoming disqualified under any provision of this Constitution
  - (g) become bankrupt, or makes an arrangement or composition with their creditors unless the Board declares their office not to be vacant as a result
  - (h) become insane, or their estate is liable to be dealt with in any way under any law relating to mental health
  - (i) are convicted of an indictable offence (unless no conviction is actually recorded and the Board declares their office not to be vacant as a result)
  - (j) are absent without the Board’s prior consent, from three consecutive Board meetings unless the Board declares their office not to be vacant as a result;

- (k) do not within the required period meet the requirement of a Mandatory Training By-law (see regulation 4);
- (l) die; or
- (m) are removed in conformity with the Corporations Act.

#### **16. What happens if there is a casual vacancy on the Board?**

- (a) The Board may continue to act despite any casual vacancy. This provision does not limit Rule 33 (Quorum).
- (b) The Board may at any time appoint any Full member who is otherwise eligible to be nominated for election to a position on the Board, to fill any casual vacancy. Any person appointed to fill a casual vacancy holds office until the next AGM.
- (c) However, this provision is otherwise strictly subject to and does not limit the provisions of regulation 1 (Composition of the Board) or any of the other provisions of this Constitution in relation to eligibility to be a director or disqualification from being a director (although the provisions in relation to potential exemptions from those requirements are applicable).
- (d) Despite anything said or implied elsewhere in this Constitution, the Board is not expected to fill a casual vacancy arising more than six months after the previous AGM, except to the minimum extent necessary in order to ensure that there are always at least sufficient continuing directors to provide a quorum at a Board meeting.
- (e) A casual vacancy is filled by an appointment made by a resolution of the Board, and not an election.
- (f) The Board may require a candidate, or potential candidate, to fill a casual vacancy to lodge a completed nomination form as if the candidate were being nominated for election.
- (g) The Board may fill a casual vacancy with a qualified candidate known to the Board, without being concerned to call for expressions of interest or conduct any similar such process. There is no convention that requires the Board to give any preference to any unsuccessful candidate at any previous election.

#### **17. Additional appointments to the Board**

- (a) The Board may exercise any power conferred by the RCA to appoint additional persons as members of the Board, in addition to the number of directors elected in accordance with regulation 1 (Composition of the Board).
- (b) A person may not be appointed under this provision if they are prohibited or disqualified by some provision of this Constitution from being or continuing as a director.
- (c) A person may not be appointed under this provision for a second or subsequent term. That applies irrespective of the period of the term for which they were first appointed. However, this does not disqualify the person from standing for election to the Board for a second or subsequent term.
- (d) A person may only be appointed to the Board under this provision if they have first consented in writing to be so appointed and have provided the Board with the same documentation (with the minimum necessary changes) that would be required if the person was a candidate for election to the Board.
- (e) A resolution of appointment pursuant to this provision must:

- (i) record the term of appointment, which must not exceed the maximum permitted by the RCA (which at the date of the adoption of this Rule is three years),
  - (ii) state the reasons for the person's appointment, the person's relevant skills and qualifications, and any payments to be made to the person in connection with his or her appointment.
- (f) Within 21 days of an appointment being made, the Club must cause the required notice to be displayed at the premises of the Club.
- (g) A director appointed under this provision remains subject to all other provisions of this Constitution in relation to a director and without limiting those general words, the provisions of regulation 15 above.
- (h) No payment is to be made to a director appointed under this provision, in respect of their appointment or their service as a director, except only to the extent permitted by the RCA. The Board may award a director appointed under this provision, the whole or any part of any honorarium approved for such an appointee at the last Annual General Meeting or if no such honorarium has currently been approved, a director appointed under this provision is entitled to the same honorarium as approved for other directors at the last Annual General Meeting.



## Attachment 4 Meeting Standing Orders

These Meeting Standing Orders are a By-law and are subject to amendment by resolution of the Board.

### 1. Application

The provisions of this Code apply in relation to every General Meeting of the members. This Code is subject to amendment by resolution of the Board.

### 2. Application of the other provisions of the Constitution

- (a) The other provisions of the Constitution apply and must be followed.
- (b) Attendance by members at a General Meeting is only permitted in accordance with the other provisions of the Constitution.

### 3. Attendance by others

- (a) General Meetings are private meetings of the members. Others have no right of access and normally will not be admitted, not even as observers.
- (b) However, the following may also attend at the invitation of the Chair and if in attendance, may speak if invited:
  - (i) Honorary Members
  - (ii) representatives of the Club's solicitors
  - (iii) representatives of the Club's accountants and auditors, in addition to the Auditor
  - (iv) such other invitees as the Chair may approve.
- (c) Temporary and Provisional members are not permitted to attend except as the Chair may approve.

### 4. Notice of meeting

- (a) The Chair may dispense with reading of the Notice of Meeting.
- (b) The Chair may put a proposed resolution by reference to the Notice of Meeting, without reading.

### 5. Agenda

The Chair will usually follow the agenda set out in the Notice of Meeting but for the sake of the more orderly conduct of the meeting the Chair may:

- (a) depart from the items of business set out in the agenda, to the extent permissible at law; and
- (b) vary the order of business from that set out in the agenda.

### 6. Prohibition of recording etc

- (a) In the absence of special permission, the Chair will require that any recording or broadcasting device (including tape recorders, still cameras and video cameras), and any article which may be dangerous, offensive or liable to cause disruption, be deposited outside the meeting at reception or alternatively where relevant, any security checkpoint.

## **7. Confidentiality**

- (a) Matters for discussion at a general meeting may be sensitive or commercial-in-confidence. In any event, participants need to be able to speak freely and candidly and members have not given their consent under legislation for the proceedings to be recorded. Members must not make any recording by audio or video or both of the proceedings or any part of the proceedings.
- (b) Breach of this obligation is a serious matter for which a member may be expelled from the meeting and may also face suspension or expulsion.

## **8. Proposed resolutions**

- (a) The Chair will not call for a proposer and seconder for any proposed resolution appearing in the notice of meeting, before opening the debate or calling for voting, on the proposed resolution. Although this has been a general practice in the past, it is not required by law and does not serve any governance purpose in the context of a large company meeting.
- (b) After each matter or resolution has been put to the meeting, the Chair will follow the procedure set out below.
- (c) The procedure is intended to facilitate, not stifle, free and open discussion and debate in the civil manner with a focus on the subject at hand and avoiding unnecessary or inappropriate comments or reflections on individuals.
- (d) Speakers should rise to address the Chair and use a microphone (if provided). A speaker should not be interrupted by any other person from the floor of the meeting, except on a point of order, which must be taken immediately.
- (e) A speaker must only speak when given the call by the Chair. If two or more speakers rise simultaneously then the Chair will identify the one to speak (being the first one noticed). This is subject to any prearrangement with or made by the Chair in the interests of the orderly conduct of the meeting; and to the power in the meeting to resolve that a particular person be heard.
- (f) Every speaker should keep to the particular matter, resolution, amendment or point of order that is under discussion.
- (g) The Chair may interrupt any speaker to require the speaker to keep to the point and to conform with this Code and may withdraw permission for the speaker to continue if the speaker does not comply.
- (h) The Chair will ensure that the meeting conducts itself in a way that allows fair and reasonable opportunity for discussion. The Chair will have regard to normal rules of debate including in relation to procedural motions and points of order but has the flexibility to make practical rulings and is not strictly bound by convention.
- (i) In particular the Chair despite convention, may refuse to take any point of order that in the view of the Chair would unreasonably curtail discussion or debate.
- (j) To speak on a point of order, a speaker must so state in his or her opening words. The person then speaking at the time should sit down. Once the person taking the point of order has finished, he or she too must sit down.
- (k) The Chair may ask for a show of hands to indicate the number of members who may wish to speak (without that being limiting or binding). Where there are a large number of potential speakers, this will allow the Chair to try and allocate time appropriately to all speakers, balancing the need to allow each speaker a reasonable opportunity to be heard, and the need to afford as many members as possible the opportunity to speak.

- (l) The Chair may where reasonably practicable, call on speakers for and against alternatively.
- (m) The Chair may impose a reasonable time limit on each speaker (perhaps two minutes) but will not penalise a speaker for exceeding the suggested time frame, unless the Chair reasonably believes that comments have become repetitive, time wasting, irrelevant to the matter or resolution at hand, or not in good faith. This process is intended to ensure that members are considerate of each other's right to participate in the meeting. It is not intended to restrict the right to speak of members who may not have participated in the initial show of hands.
- (n) If two consecutive speakers have both argued for or against a motion or an amendment and there is no speaker wishing to argue the opposite view or to put a permissible amendment, then the Chair may but is not obliged to put the motion or the amendment without further debate.
- (o) In rotating the call, the Chair will give priority to a person who wishes to address the meeting for the first time over a person who has already spoken on the same motion.
- (p) A speaker wishing to speak more than once on a motion may line up for another turn. Where there are numerous people wishing to speak, the Chair may decline any particular speaker the right to speak more than once or require a speaker who is allowed to speak for a second or subsequent time to be brief or to speak within a time set by the Chair or to only speak to points not previously addressed by the speaker, as the Chair determines.
- (q) However, the Chair may allow a Director or executive or adviser to the Club to speak in favour or in respect of a resolution proposed by the Board, or to put a point of interest, at any time in the debate and more than once.
- (r) The Chair will only permit questions and comments directly related to the matter or motion at hand. However, any genuine questions which arise as a natural result of discussion during the meeting but which do not specifically relate to the matter or motion at hand may be taken at the discretion of the Chair.
- (s) The role of the Chair is to achieve the orderly conduct of the members' meeting.
- (t) Questions must be put through the Chair only.
- (u) No speaker is entitled to interrogate the Chair or any Club officer, executive or adviser. The Chair, and any Club director, officer or adviser even if invited to respond by the Chair, is not obliged to respond by virtue of a question having been asked.
- (v) It is not the role of the Chair to provide answers or to debate or respond to debate on particular points. However the Chair, in their capacity as a member of the Board, may choose to provide answers or explanations.
- (w) If a question that is otherwise appropriate requires a lengthy answer which the Chair judges not to be of general interest to the meeting or information that needs to be gathered, the Chair may refer the question to the CEO's office for the purpose of providing a full answer, as appropriate.
- (x) The Chair may but is not obliged to, allow individual directors to respond to any question or point and may invite the CEO (and, through the CEO) a Club executive or a Club adviser to make any point of explanation or provide any information or respond to any question or otherwise to respond on any matter, and do so more than once or more than once in relation to any particular issue.
- (y) It is important that the focus of the meeting at all times must be the particular proposed resolution (or amendment or point of order or other item of business) that is under discussion.

- (z) Speakers should address the substance of the proposed resolution and refrain from unnecessary or inappropriate comments about other members, directors, or Club executives or other members of staff.
- (aa) The Chair will discourage and, if necessary, curtail irrelevant questions and comments.
- (bb) Shouting, swearing, insulting or aggressive behaviour, inappropriate language, or language or behaviour unbecoming or beyond temperate and civilised debate, will result in the speaker being asked to resume his or her seat and cease speaking at that time.
- (cc) Where a speaker refuses to respond to the Chair's request, the Chair will warn the speaker that he or she has the power to ask the speaker to leave the meeting. If the speaker still refuses to respond, the Chair will warn the speaker that he or she will be asked to leave the meeting if he or she does not resume their seat. If the speaker still persists, the Chair will ask that the person be escorted from the meeting where the Chair judges it necessary to maintain good order and the functioning of the meeting. Although the Chair has power to order removal from the meeting, it is a power of last resort.

## 9. Decisions made in a General Meeting

- (a) Voting on a resolution (including where there is a poll) may only commence at the end of the debate on the proposed resolution when the Chair puts the proposed resolution to the vote. A member must be personally present at that time to exercise their vote and may only exercise their vote by doing so in person at that time.
- (b) Every question submitted to a General Meeting must be decided by a show of hands (unless a poll is demanded by five members or directed by the Chair) and in the case of an equality of votes whether on a show of hands or on a poll the Chair has a second or casting vote.
- (c) Where a question submitted to a General Meeting has been decided by a show of hands the question can only be put back to decision by a poll if the poll is directed by the Chair, or requested by the requisite number of members, no later than a reasonable time after the declaration of the decision on a show of hands and in any event, prior to the closure of the meeting.
- (d) If a poll is directed by the Chair or duly requested:
  - (i) it must be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chair directs;
  - (ii) the result of the poll is the resolution of the meeting at which the poll was demanded;
  - (iii) the Chair may appoint one or more members or one or more Club executives or employees, to assist with the poll;
  - (iv) the Chair may in the discretion of the Chair, allow the members present by simple majority vote on a show of hands to appoint one or more scrutineers; and
  - (v) the meeting can proceed while a poll is counted (except that a poll demanded on the election of the Chair or on a question of adjournment must be taken immediately).
- (e) At any General Meeting (unless a poll is demanded) a declaration by the Chair that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

- (f) A demand for a poll may be withdrawn.

## **10. Proxies**

Members are not permitted to be represented by, or to vote on any matter by, proxy.

## **11. Conduct of the meeting**

- (a) Mobile phones must be turned off for the duration of the meeting.
- (b) Proceedings at a General Meeting must not be filmed.
- (c) However despite the provisions above, proceedings at a General Meeting may:
  - (i) if at any of the Club's RCA Premises, be automatically captured on Recording; and
  - (ii) be recorded or filmed, by the Club, if so determined by the Board: where proceedings are being recorded or filmed (otherwise than automatically by Recording) the Chair of the General Meeting must inform the members at the meeting.
- (d) The Chair may, for the purposes of Club management, permit the recording of the meeting by the Club. The Club is not required to allow any member or other person to access to any such recording; and may destroy any such recording as the Board determines.
- (e) A member at a General Meeting must not:
  - (i) bring into the meeting or seek to activate, a camera, microphone or recording or listening device, or video camera or other audio or visual recording device (other than a mobile phone that is turned off);
  - (ii) have a placard or banner;
  - (iii) have any article which the Chair considers to be dangerous, offensive or liable to cause disruption;
  - (iv) refuse to produce or to permit examination of any article, or the contents of any article in their possession;
  - (v) behave or threaten to behave in a dangerous, offensive or disruptive manner; or
  - (vi) seek to use the meeting as a platform for any purpose or to promote any cause (apart from duly participating in civil discussion and debate in accordance with the provisions of this Code).
- (f) The Chair at a General Meeting may exclude or expel any member from the meeting where the Chair has a reasonable suspicion, or reasonable grounds for concluding, that the member is acting or intends to act contrary to the provisions of this Code or the Members Code of Conduct.
  - (i) The Chair may but is not required to give a prior warning to the member before excluding or expelling them.
  - (ii) Any such decision of the Chair may be overturned on a point of order by a member where a resolution to that effect is carried by the votes of at least 80% +1 of the total members present at the meeting.

- (g) The Chair at a General Meeting is responsible for the general conduct of the meeting and may require the adoption of any other procedures which in their opinion are reasonably necessary or desirable for the proper and orderly conduct of the meeting and the discharge of the business of the meeting.
- (h) Subject to sections 250S and 250T of the Corporations Act, and without limiting the other provisions of this Code the Chair of a General Meeting may at any time they consider it reasonably necessary or desirable for the proper and orderly conduct of the meeting:
  - (i) terminate debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote;
  - (ii) allow debate or discussion on any business, question, motion or resolution being considered by the meeting to continue; or
  - (iii) decline to take or act on a point of order or procedural motion (however, nothing in this provision takes anything away from the duty of the Chair under sections 250S and 250T of the Corporations Act to ensure the proper and fair conduct of the meeting including in relation to debating and voting on motions on the notice paper).

## **12. Other business apart from resolutions**

The same speaking procedures and requirements apply in relation to discussion or debate concerning any other item of business on the agenda, as in relation to proposed resolutions.

## **13. Adjournment**

- (a) The Chair in their discretion may and will exercise the power to adjourn the meeting:
  - (i) if they decide it is necessary to maintain orderly and safe conduct of the meeting; or
  - (ii) to give all persons a reasonable opportunity of speaking and voting at the meeting; or
  - (iii) to ensure that the business of the meeting can be dealt with properly.
- (b) That power to adjourn in any of those special circumstances is in addition to the power to adjourn for convenience, which the Chair may exercise with the consent of the meeting.
- (c) The Chair may with the consent of a General Meeting at which a quorum is present (and must if so directed by the meeting) adjourn the meeting from time to time and from place to place.
- (d) An adjourned meeting will be adjourned to a place and time reasonably consistent with the original meeting as determined by the Chair.
- (e) An adjourned meeting must not transact any business other than business left unfinished at the meeting from which the adjournment took place.
- (f) A resolution passed at an adjourned meeting is for all purposes treated as having been passed at the date on which it was actually passed and not an earlier date.
- (g) It is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting if the meeting is not adjourned for more than 30 days from the date for which the meeting was originally convened.

- (h) If a meeting is adjourned for more than 30 days from the date for which the meeting was originally convened, notice of the adjourned meeting must be given as in the case of an original meeting.

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## By Laws

### **2017/01 Resolved at the Board of Directors Meeting held on December 20, 2017**

That when a member or patron of the club consumes a glass bottled beverage on club premises, the bottle remains the property of the club at all times.

### **2025/01 Resolved at the Board of Directors Meeting held on February 25, 2025**

Remove the obligation of the club to refuse admission to an individual who resides within 5kms of the club premises, as per 6.13 (a) (iii) of the Club's Constitution. For the purpose of clarity, the 5km rule no longer applies to non-members wishing to visit the club as a Temporary Member. The individual will still be obliged to comply with sign in requirements.

### **2025/02 Resolved at the Board of Directors Meeting held on February 25, 2025**

All Provisional members of Mingara Leisure Group are to receive the applicable member discount, immediately upon joining our club.