

**THE MANLY-WARRINGAH
TENNIS ASSOCIATION**

CONSTITUTION

**THE MANLY-WARRINGAH TENNIS ASSOCIATION
P.O. BOX 1396
Mona Vale 1660
REGISTERED OFFICE: Keirle Park Tennis Centre
227 Pittwater Road Manly 2095
TELEPHONE: 0400 440 763**

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THE MANLY-WARRINGAH TENNIS ASSOCIATION CONSTITUTION

1. NAME

The name of the Company is "The Manly-Warringah Tennis Association".

2. REPLACEABLE RULES

All of the replaceable rules set out in the Act which the Company is entitled to displace, are displaced by the rules set out in this Constitution.

3. DEFINITIONS

The following expressions in this Constitution have the meaning below:

- (a) *Act* means the *Corporations Act 2001 (Cth)* or any statutory modification, amendment or re-enactment in force and any reference to any section, part or division is to that provision as so modified, amended or enacted;
- (b) *Auditor* means the auditor for the time being of the Company;
- (c) *Board* means the Directors and alternates present at a meeting, duly convened as a Board meeting, at which a quorum is present;
- (d) *Company* means The Manly-Warringah Tennis Association ABN 21 000 039 010;
- (e) *Constitution* means this constitution of the Company and any supplementary, substituted or amended constitution for the time being in force;
- (f) *Director* means a person who is a director for the time being of the Company (including Office-Bearers and directors appointed pursuant to **rules 16, 25 and 26**) and *Directors* means more than 1 Director;
- (g) *Members* means the initial subscribers of the Company and the persons who for the time being are members of the Company and whose names are entered in

the Register as members, *Member* means any one of them and *Membership* has a corresponding meaning;

- (h) *Office* means the registered office from time to time of the Company;
- (i) *Register* means the register of Members of the Company to be kept in accordance with the Act; and
- (j) *Secretary* means any person appointed to perform the duties of a secretary of the Company.

4. INTERPRETATION

- (a) Words importing the singular include the plural and vice versa.
- (b) Words importing a gender include any gender.
- (c) Words or expressions defined in the Act have those meanings.
- (d) Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of these rules that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (e) Headings are for convenience only, and do not affect interpretation.
- (f) A reference to:
 - (i) a party includes its administrators, successors, substitutes by novation, and assigns;
 - (ii) any legislation includes legislation varying consolidating or replacing that legislation and includes all regulations or other instruments issued under that legislation;
 - (iii) a person includes a body incorporated or unincorporated, partnership or any legal entity; and
 - (iv) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated.

5. COMPANY LIMITED BY GUARANTEE

The Company is a company limited by guarantee pursuant to the Act.

6. RESTRICTION ON SHARES

The Company does not have the power to issue or allot shares or securities of any kind.

7. NON-PROFIT

- (a) The income, property, profits and financial surplus of the Company, whenever derived, must be applied solely towards the promotion of the objects of the Company as set out in this Constitution.
- (b) The Company is a non-profit organisation and must not carry on business for the purpose of profit or gain to its Members. Further, no portion of its income, property, profits and financial surplus may be paid, distributed to or transferred, directly, indirectly, by way of dividend, property, bonus or otherwise by way of profit, to the Members, or the Directors, or their relatives, except as provided by this Constitution.
- (c) Nothing in this Constitution prevents:
 - (i) the payment, in good faith, of reasonable and proper remuneration to any officer or employee of the Company, or to any Member or Director of the Company, in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business;
 - (ii) the payment of interest at the rate not exceeding interest at the minimum rate for the time being charged by the Company's bankers for overdrawn accounts of a similar amount on money borrowed from a Director or a Member; or
 - (iii) payment of reasonable and proper rent for premises let by any Director or Member to the Company.

8. WINDING UP

- (a) If the Company is wound up or dissolved, the assets and property available for distribution after satisfaction of all debts and liabilities are to be given or transferred to some other body corporate or bodies corporate:
 - (i) having objects similar to the objects of the Company; and
 - (ii) whose constitution prohibits the distribution of its income and property to an extent at least as great as that imposed by this Constitution.
- (b) The Members may determine the identity of the body corporate or bodies corporate for the purpose of **rule 8(a)** at the time of dissolution. If the Members fail to determine the identity of the body corporate or bodies corporate under this **rule 8(b)**, the Supreme Court of New South Wales may make that determination.

9. GUARANTEE OF MEMBERS

In the event that the Company is wound up, each Member undertakes to contribute a maximum of \$10 to the Company for payment of:

- (a) the debts and liabilities of the Company;
- (b) the costs, charges and expenses of any winding up; and
- (c) the adjustment of the rights of Members among themselves,

while the Member is a Member or within 1 year after the Member ceases to be a Member.

10. OBJECTS OF THE COMPANY

The objects for which the Company is established are:

- (a) to promote, control and manage the game of tennis generally and particularly within the boundaries as defined by the New South Wales Hardcourt Tennis Association and to encourage social intercourse between the members of the Company;

- (b) to settle all questions or disputes on any matters relating to tennis which may be submitted to the Company for its adjudication, or in which the Company may decide to intervene;
- (c) to establish, maintain and conduct a club for the accommodation of the members of the Company and of affiliated clubs and associations and generally to afford them all the usual privileges, advantages and conveniences of a club;
- (d) to purchase, take on lease or in exchange, hire or otherwise acquire in the State of New South Wales any real or personal estate which may be deemed necessary or convenient for the purposes of the Company;
- (e) to lay out, construct, repair and maintain grounds for tennis or other athletic sports or pastime or otherwise for the purposes of the Company;
- (f) to construct, maintain and alter any houses, buildings or works which may be required for the purposes of the Company and to furnish and equip the same in such manner as may be necessary or convenient for such purposes;
- (g) to take any gift of property whether subject to any special trust or not for any one or more of the objects of the Company. In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as allowed by law having regard to such trusts;
- (h) to sell, manage, lease, underlet, exchange, mortgage, dispose of or otherwise deal with all or any part of the property of the Company for such consideration as the Company may think fit and in particular shares, debentures or securities of any company or companies purchasing or otherwise acquiring the same;
- (i) in furtherance of the objects of the Company to buy, supply, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required or used by the members of the Company or other persons frequenting the said grounds, club-house or premises of the Company;
- (j) to hire and employ all classes of persons whose services may be considered necessary for the purposes of the Company and subject to clause 7 hereof to pay to them in return for services rendered to the Company salaries, wages, gratuity and pensions;
- (k) to invest and deal with the moneys of the Company not immediately required for its purposes upon such security and in such manner as may from time to time be determined;

- (l) to borrow and raise money by mortgage or otherwise and in such manner as the Company may think fit;
- (m) to promote, hold and arrange either alone or jointly with any other association, club or person tennis matches or competitions and to offer, give or contribute towards prizes, medals and awards therefor, and to promote, give or support dinners, balls, concerts and other entertainments in furtherance of the objects of the Company;
- (n) for the purpose of effectuating the objects of the Company to establish, promote or assist in establishing or promoting and to subscribe to or become a member of any other association or club whose objects are similar or in part similar to the objects of the Company or the establishment or promotion of which may be beneficial to the Company;
- (o) to subscribe to any local or other charity and to grant donations for any public purpose and to provide a superannuation fund for the servants of the Company or otherwise to assist any such servants, their widows and children;
- (p) to create and maintain a fund to be applied towards the relief and assistance of necessitous players and ex-players and their widows and children;
- (q) to form and maintain a library;
- (r) to acquire, establish, print and publish newspapers, periodicals or other literary work that the Company may think desirable for the promotion of its objects;
- (s) to obtain any provisional order or Act of Parliament for enabling the Company to carry any of the objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceeding or application which may seem calculated directly or indirectly to prejudice the Company's interest;
- (t) to do all or any of the above things (in any part of the world) as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others;
- (u) to effect insurances of all kinds relating to the property, servants or affairs of the Company as may be necessary or convenient and to pay premiums therefor; and
- (v) to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

11. LEGAL SCOPE OF THE COMPANY'S POWERS

Subject to **rules 5, 6, 7, 8 and 9**, in pursuing the objects of the Company, the Company has, both within Australia and outside Australia, the legal capacity of a natural person and all the powers provided by the Act.

12. APPLICATION OF INCOME AND PROPERTY

- 12.1. The income and property under the control of the Company must be applied in and towards the promotion and achievement of the objects of the Company as set out in this Constitution, and no portion will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the Members or Directors.
- 12.2. Notwithstanding **rule 12.2**, the Company may pay in good faith reasonable travelling and other expenses properly incurred by any Director of the Company:
- (a) in attending and returning from:
 - (i) meetings of the Directors;
 - (ii) meetings of any committee of the Directors; or
 - (iii) general meetings of the Company,in accordance with any travel guidelines the Board may establish; or
 - (b) otherwise in connection with the business of the Company.

13. BOUNDARIES

Subject to alteration or variation by the New South Wales Hardcourt Tennis Association or other competent body with which the Company may be affiliated, the boundaries of the Company shall be as follows:

Commencing on the shores of the Pacific Ocean at the point where the prolongation of the boundary fence of the Quarantine Reserve meets the high water mark, hence generally south and west along said boundary fence to the high water mark of Sydney Harbour at Spring Cove. Thence along the high water mark of North Harbour to Middle Harbour, thence along the high water mark of the eastern shores of Middle Harbour and Middle Harbour Creek to its source, then westerly to a point where the prolongation of

Middle Harbour Creek meets the centre of Mona Vale Road. Thence north along the centre of Mona Vale Road for a distance of 15 chains (0.3km) (approximately), thence by a direct line north-east to the source of a tributary of Cowan Creek, thence by this tributary to Cowan Creek, thence north along the high water mark of the eastern bank of Cowan Creek. Thence east along the high water mark of the southern shores of Broken Bay, thence along the high water mark of the western and eastern shores of Pittwater to Barrenjoey headlands, thence south along the high water mark of the Pacific Ocean to the point of commencement.

14. AFFILIATION

All clubs with suitable tennis courts within the boundaries of the Company shall be eligible for affiliation with the Company; provided that the Board shall have, in its absolute discretion, the right to reject any application for affiliation.

All applications shall be made in such form as shall from time to time be prescribed by the Board and shall be accompanied by such fees as the Board may determine.

15. MEMBERSHIP

- (a) Players who are financial or otherwise permanent or temporary members of affiliated clubs shall be eligible for registration as Members of the Company. Upon an application for membership by a person being accepted he or she shall thereupon become a Member of the Company. All applications for membership shall be made in such manner as the Board shall determine, and the Board shall have the right, in its absolute discretion, to reject any such application. All members will be deemed to be bound by this Constitution.
- (b) Persons interested in the Company, but ineligible or unable to play in competitions or tournaments held under its auspices, may be admitted as Associate Members and enjoy all the privileges of membership on payment of an annual subscription determined by the Board. The Board may appoint honorary Associate Members as it may deem desirable. The Members of the Company at the Annual General Meeting may also elect honorary Associate Members.
- (c) Honorary Life Members of the Company may also be selected in accordance with **rule 28**.
- (d) Any person becoming a Member of the Company must pay to the Company the then current subscription fee (if any).

- (e) The Board may establish different categories of Membership and prescribe the qualifications, rights and privileges and subscription fees (if any) of persons to become a Member of a class of membership.
- (f) A right, privilege or obligation which a person has by reason of being a Member of the Company:
 - (i) is not capable of being transferred or transmitted to another person; and
 - (ii) subject to the Act and this Constitution, terminates on cessation of the person's Membership.
- (g) A Member ceases to be a Member if they:
 - (i) die;
 - (ii) resign in writing;
 - (iii) become of unsound mind or become liable to be dealt with in any way under the law relating to mental health or incapacity;
 - (iv) are convicted of an indictable offence; or
 - (v) if they are a corporate entity, have a receiver or a receiver and manager, administrator, liquidator or equivalent person appointed in relation to its assets or part of its assets or a resolution is passed or it takes or has taken against it any action having the effect of its winding up.
- (h) A Member who ceases to be a Member continues to be liable for:
 - (i) any subscription and all arrears due and unpaid at the date of cessation;
 - (ii) all other moneys due by them to the Company; and
 - (iii) the guarantee set out in **rule 9**.
- (i) Annual subscription fees for the various categories of membership (if any), sponsorship payments and other periodical payments due from Members will be in such amounts and due at such times as the Board determines.
- (j) The rights attached to any specific category of Membership (if any) may, whether or not the Company is being wound up, be varied only by resolution of the relevant Membership category.

- (k) The Secretary must maintain a Register of Members setting out:
 - (i) the name and address of each Member;
 - (ii) the date on which each person became a Member; and
 - (iii) in respect of each person who has ceased to be a Member, the date on which that person ceased to be a Member.

16. BOARD

- (a) The affairs of the Company shall be managed by a Board consisting of the Office-Bearers set out in **rule 25**, and six (6) Directors elected at the Annual General Meeting who shall have been registered as members of the Company as per **rule 15**, in the previous year and an Administration Manager as set out in **rule 24**.
- (b) Subject to the Act, the Board, may exercise all those powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Members in general meeting or otherwise.
- (c) The Board shall meet for the disposal of business on a regular day or night once in each calendar month, but any monthly meeting which cannot be conveniently held on the regular day or night may be held on some other day or night to be appointed by the Board.
- (d) Special meetings of the Board may be convened by the Administrator as and when required. The Administrator shall convene a special meeting of the Board for a time not later than seven (7) days after receipt by him of a notice requiring him to do so, signed by four (4) Directors stating the business for which such meeting is required.
- (e) At all meetings of the Board the quorum shall be six (6).
- (f) In the event of a vacancy occurring on the Board or any committee, the Board shall have power to fill such vacancy for the unexpired term of office or until the next general meeting.
- (g) If the Board is reduced below the number necessary for a quorum, the Board may only act to fill any vacancies necessary for a quorum or to convene a general meeting of the Company.

- (h) Question arising at a meeting of the Board must be decided by a majority of votes of those present. A decision of the majority is for all purposes a decision of the Board.
- (i) The Secretary shall be responsible for the keeping of the Minutes of all meetings of the Board, including meetings of the Sub-Committees, and shall forward a copy of same to the Secretary of each affiliated Club before the next regular meeting of the Board.
- (j) In the event of a conflict of interest arising, a Director shall declare his interest and absent himself from discussion and voting on the matter.
- (k) An Office-Bearer or Director may at any time, and a Secretary must on the requisition of an Office-Bearer or Director, call a Board meeting. Reasonable notice of the proposed meeting must be given.
- (l) A Board meeting may be called or held using any technology consented to by all the Office-Bearers and Director. An Office-Bearer or Director may only withdraw their consent within a reasonable period before the meeting. The Board may otherwise regulate the meeting as they think fit.
- (m) The Board may delegate any of their powers to committees consisting of Office-Bearers or Director or other persons as they think fit. In the exercise of any powers delegated to it, a committee formed by the Board must conform to the directions of the Board.
- (n) All acts done by the Board or a committee or by a person acting as an Office-Bearer or Director are valid even if it is later discovered that there is a defect in the appointment of a person to be an Office-Bearer or Director or a member of the committee or Board or that they or any of them were disqualified or were not entitled to vote.

17. RESOLUTION IN WRITING

- (a) A resolution in writing signed by all Officer-Bearers and Directors, excluding those who have been given leave of absence, is to be treated as a determination of the Board passed at a meeting of the duly convened meeting of the Board.
- (b) A resolution in writing may consist of several documents in like form, each signed by one or more Officer-Bearers and Directors, and if so signed it takes effect on the latest date on which an Office-Bearer or Director signs one of the documents.

- (c) A document generated by electronic means which purports to be a fax or email of a resolution of Officer Bearers and Directors is to be treated as a resolution in writing.
- (d) A document bearing a facsimile or a digital signature is to be treated as signed.

18. DIRECTOR'S INTERESTS

- 18.1. Any Director who has a material personal interest in a contract or proposed contract of the Company, holds any office or owns any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as a Director, must give the Board notice of the interest at a Board meeting.
- 18.2. A notice of a material personal interest must set out:
 - (a) the nature and extent of the interest; and
 - (b) the relation of the interest to the affairs of the Company.
- 18.3. The notice must be provided to the Board at a Board meeting as soon as practicable.
- 18.4. A Director who has a material personal interest in a matter that is being considered at a Board meeting:
 - (a) must not vote on the matter at a meeting; and
 - (b) must not be present while the matter is being considered at the meeting, and accordingly will not count for the purposes of determining whether there is a quorum.

19. REMOVAL OF OFFICERS AND DIRECTORS

- (a) Any Office-Bearer or Director who absents himself from two (2) consecutive regular meetings of the Board without forwarding a written explanation of such absence satisfactory to the Board may have his position declared vacant by the Board and shall thereupon cease to hold such position.
- (b) Any Office-Bearer or Director who fails to comply with the rules and decisions of the Company or who does anything which the Board shall deem to be detrimental

to the interests of the Company may have his position declared vacant by a three-fourths majority of the Board at a special meeting called for that purpose, and shall thereupon cease to hold such position.

- (c) Any charge against an Office-Bearer or Director shall be made to the Administrator, then to the President, and a copy of such charge shall be furnished to the person involved immediately upon receipt thereof.
- (d) A person ceases to be an Office-Bearer or Director and his office is vacated:
 - (i) if the person is removed from office by a resolution of the Company at a general meeting;
 - (ii) resigns as an Office-Bearer or Director;
 - (iii) if the person is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be an Office-Bearer or Director;
 - (iv) dies;
 - (v) is disqualified from acting as a Director under the Corporations Act; or
 - (vi) is absent from Board meetings for a continuous period of 12 months without leave of absence from the Board and the Board does not resolve that the Office-Bearer or Director should not cease to be a Director or Office-Bearer.

20. GENERAL MEETINGS

- (a) An Annual General Meeting of the Company must be held in accordance with the provisions of the Act.
- (b) The Directors must call and arrange to hold a general meeting upon the requisition of the Members, if required to do so under the Act.
- (c) The Annual General Meeting of the Company shall be held during the month of April each year. A quorum at a general meeting (including the Annual General Meeting) shall be eleven (11) persons present and eligible to vote.

- (d) If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the Chairman, one of the following procedures must be followed:
 - (i) if the meeting was convened on the requisition of Members – it must be dissolved;
 - (ii) if the meeting is convened otherwise – it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.
- (e) If a meeting has been adjourned to another time and place determined by the Board, not less than 7 days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.
- (f) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.
- (g) A notice of a general meeting may be given by any form of communication permitted by the Act. The notice must specify the place, the day and the hour of meeting and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Act.
- (h) The accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.
- (i) Special General Meetings of the Company shall be convened by direction of the Annual General Meetings or of the Board or upon a requisition signed by the Secretaries of at least five (5) affiliated clubs, stating the business for which such meeting is required, or as otherwise required by the Act.
- (j) Each affiliated Club shall be entitled to be represented at general meetings of the Company by the number of delegates as set out hereafter: for the first team entered in current Competitions, one delegate; for the second team entered, a second delegate; and thereafter one additional delegate for every complete two team entered, up to a maximum of nine (9) delegates for any one club. The number of teams entered by a Club shall be the number of teams entered by it in all current Competitions. All delegates shall be registered members of their Club, and shall be nominated in writing prior to the Meeting.
- (k) Any Member of the Company may attend the Annual General Meeting, but only registered delegates may vote on the matters that appear on the Agenda.

- (l) Each Delegate, Director and Office-Bearer present at a general meeting shall be entitled to one vote on each matter dealt with and the Chairman shall be entitled to a casting vote only.

- (m) The order of business at the Annual General Meeting shall be:
 - (i) Minutes of the previous Annual General Meeting.
 - (ii) Correspondence appertaining to the Annual General Meeting only.
 - (iii) Apologies.
 - (iv) Annual Report of the Board.
 - (v) Treasurer's Report, Annual Financial Statement and Balance Sheet and Auditor's Report.
 - (vi) Determination of Honoraria on the recommendation of the Directors.
 - (vii) To elect up to five (5) patrons.
 - (viii) To elect a Board, consisting of Office-Bearers and Directors in accordance with **rules 16** and **26**.
 - (ix) To elect an Hon. Solicitor and at least one Auditor for the ensuing twelve (12) months. A retiring Solicitor or Auditor, if available, shall be automatically eligible for re-election. If any other person seeks election to either of these positions, the procedure for nomination shall be the same as for the election of Office-Bearers. No Auditor nor the Hon. Solicitor shall be a member of the Board or a direct relative of a member of the Board.
 - (x) Election of Life Member.
 - (xi) Consider Motions of which Notice has been given in accordance with **rule 35**.
 - (xii) General Business.

- (n) At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.

- (o) If a poll is not duly demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (p) A poll may be demanded by any of the following:
 - (i) the Chairman;
 - (ii) at least 5 Members entitled to vote on the resolution; or
 - (iii) any Members with at least 5% of the votes that may be cast on the resolution on a poll.
- (q) The demand for a poll may be withdrawn.
- (r) The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.

20.2. If a poll is duly demanded, it must be taken in the manner and, except as to the election of a Chairman or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.

20.3. A poll demanded on the election of the Chairman or on a question of adjournment must be taken immediately.

21. PROXIES

21.1. At meetings of Members or categories of Members (if any), each Member entitled to vote may vote by a proxy, or by an attorney, and may appoint an individual as its representative. Except as expressly provided by the terms of their appointment, a person attending as a proxy, or as the attorney or representative of a Member has all the powers of a Member, except where expressly stated to the contrary in this Constitution.

21.2. A Member may appoint either 1 or 2 persons as their proxy to attend and vote instead of the Member. A proxy need not be a Member. A document appointing a proxy must be in writing in any form permitted by the Act and signed by the Member making the appointment.

- 21.3. A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document. Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member can do in respect of a general meeting.
- 21.4. Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, all of the following documents must be deposited with the Company:
- (a) the document appointing the proxy; and
 - (b) if the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.
- 21.5. Those documents must be received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting.
- 21.6. If a general meeting has been adjourned, an appointment and any authority received by the Company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.
- 21.7. A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this Constitution.
- 21.8. A vote given in accordance with the terms of a proxy document, power of attorney or otherwise is valid, if no intimation in writing of the revocation of the instrument or of the authority under which the instrument was executed has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the document is used.

22. APPOINTMENT OF CORPORATE REPRESENTATIVE

- 22.1. If a Member is a body corporate, it may appoint a natural person as its representative to exercise on its behalf any or all of the powers it may exercise:
- (a) at general meetings;
 - (b) at meetings of creditors or debenture holders; or
 - (c) relating to resolutions to be passed without meetings.

- 22.2. The appointment of a corporate representative may be a standing one.
- 22.3. An appointment of a corporate representative must be in writing and be signed by the body corporate appointing the representative and state:
- (a) the Member's name and address;
 - (b) the Company's name;
 - (c) the representative's name or the name of the office held by the representative;
and
 - (d) the general meeting at which the representative may act, or if the appointment is a standing one, a clear statement to that effect.
- 22.4. The instrument appointing the corporate representative may restrict the exercise of any power.
- 22.5. An instrument purporting to appoint the corporate representative is not valid unless it is received by the Company at least 48 hours before the general meeting or, in the case of an adjourned meeting, at least 48 hours before the resumption of an adjourned general meeting.
- 22.6. An instrument appointing a corporate representative must be received by the Company at any of the following:
- (a) the Office;
 - (b) a fax number at the Office; or
 - (c) a place, fax number or electronic address specified for that purpose in the notice of the general meeting.
- 22.7. The appointment of a corporate representative may be revoked by the Member who appointed the corporate representative by notice to the Company from the Member stating that the appointment of the corporate representative is revoked or by appointing a new corporate representative.
- 22.8. A vote cast by a corporate representative will be valid unless before the start of the general meeting (or, in the case on an adjourned general meeting, before the resumption of the adjourned general meeting) at which a corporate representative votes:
- (a) the Member who appointed the corporate representative ceases to be a Member;
or

- (b) the Company has received notice of:
 - (i) the revocation of the instrument appointing the corporate representative;
or
 - (ii) the appointment of a new corporate representative.

22.9. The Company is not responsible for ensuring that the terms of appointment of a corporate representative are complied with, and accordingly is not liable if those terms are not complied with.

23. CHAIRMAN

The Chairman at all meetings shall be the President, or in his absence the Senior Vice-President or in his absence, one of the Vice-Presidents. If the President, Senior Vice-President and Vice-Presidents are absent, the meeting will elect a Chairman.

At all meetings the Chairman shall be entitled to a casting vote only.

24. ADMINISTRATION

- (a) The position of Administrator shall be appointed by the Board from time to time and shall have no voting power at meetings of any committee or Board. The Administrator shall look after the day to day running of all the Company's affairs, reporting back to the Board at each monthly meeting or in urgent matters the Executive who shall then act on any matters deemed necessary.
- (b) The Board may appoint an Administrator either for a specified term or without specifying a term. The Board may at any time resolve to change the official title for the position of Administrator.
- (c) The Board may delegate any of the powers of the Board to the Administrator:
 - (i) on the terms and subject to any restrictions the Board decides;
 - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Board, and
 - (iii) may revoke the delegation at any time.

- (d) The appointment of an Administrator terminates if the Board by resolution removes the Administrator from the office of Administrator (which, subject to any contract between the Company and the Administrator, the Board has power to do), whether or not the appointment was expressed to be for a specified term.
- (e) The Board has the power to appoint officers and employees at any time and on such terms as it thinks fits and may, subject to any contract between the Company and such officers and employees, remove the officer or employee at any time.
- (f) A position of Secretary shall be appointed by the Board from time to time, but who shall have no voting power at meetings of any committee or the Board. The Secretary is to perform all secretarial duties as and when required and as determined from time to time by the Board.

25. OFFICE-BEARERS

- (a) The Office-Bearers shall be elected at the Annual General Meeting and shall consist of the President, Senior Vice-President, Vice-Presidents (not exceeding two (2) in number), Hon. Treasurer, Hon. Tournament Secretary and Hon. Publicity Officer. The Office-Bearers will hold office until the close of the following Annual General Meeting. The Office Bearers are Directors of the Company.
- (b) The President and Administrator shall be ex-officio members of all Committees. Only the President shall have the power to vote.

26. NOMINATION OF OFFICERS

Nominations for all positions of the Board shall be in writing and signed by two Members of the Company as nominators and by the nominee as an indication of acceptance, and must be lodged with the Administrator not less than twenty-one (21) days prior to the Annual General Meeting. No nominations other than those lodged in the prescribed manner shall be considered at the Annual General Meeting except that where the nominations received are less than the required number, the Chairman shall declare elected those nominated and shall be empowered to accept further nominations at the Meeting.

27. EXECUTIVE

The Executive Committee shall consist of the President, Senior-Vice President, two (2) Vice Presidents, Hon. Treasurer, Hon. Tournament Secretary and Administrator. The Executive Committee shall have power to deal with and decide any matter which in its opinion is one of urgency, subject to confirmation at the next meeting of the Board.

28. LIFE MEMBERS

- (a) Life Members shall be nominated in writing by the Executive Committee in the same manner as for Office-Bearers, and thereupon the nominee's name shall be submitted to a ballot at the Annual General Meeting and shall be elected by a resolution carried by a three-fourths majority of members present and voting at such meeting and shall continue to be a Life Member until he or she resigns or until such time as the Company deprives him or her of such Life membership by those present and voting at a Special General Meeting of the Company.
- (b) Life Members, unless they are Office-Bearers, Directors or Delegates, shall not take part in the proceedings of any meeting of the Company except by leave of the meeting. Life Members, unless they are Office-Bearers, Directors or Delegates, shall not possess any voting powers, but shall enjoy all the privileges of a Member and be exempt from the payment of fees.
- (c) Not more than one Life Member shall be elected in any one year, and shall be entitled to attend any functions of the Company.

29. SUB-COMMITTEES

- (a) Within fourteen (14) days of the Annual General Meeting, the Board shall meet and elect the Committees as shown hereunder:
 - (i) Tournament Committee - Administrator and three (3) other Directors. (Quorum - three (3) members)
 - (ii) Social Committee - Administrator with power to co-opt any other members.
 - (iii) Association Courts Committee - Three (3) Directors. (Quorum - two (2) members). The Committee shall elect its own convenor.
 - (iv) Finance Committee - Hon. Treasurer and two (2) Internal Auditors elected from members of the Board.

- (v) Appeals Committee - The Appeals Committee shall consist of the Executive Committee. In the event that more than one member of the Appeals Committee is representing the same Club, all but one shall be eliminated by ballot. Directors shall be elected by the Executive Committee to fill any positions, provided that no person shall be eligible to sit on the Appeals Committee if any appeal being heard is directed against a decision of any Committee of which he is an elected member, or concerns a Club of which he is a member. The Appeals Committee shall meet within seven (7) days of the lodgement of an appeal and the decision of the committee, which is final, shall be reported to the next meeting of the Board. The Administrator shall convene all meetings of the Committee. (Quorum - Four (4) members of the Committee). Any temporary vacancy which shall preclude the hearing of an appeal within the stipulated time shall be filled by the Executive Committee.
- (vi) Junior Development Committee — Junior Development Administrator and three (3) members, the convenor of which shall be elected by the JDC Steering Committee.

30. FUNDS

- (a) The funds of the Company shall be banked in the name of the Company. All payments shall be made by cheque signed by any two of the President and/or the Senior Vice-President, and either the Hon. Treasurer or Administrator.
- (b) The Executive Committee shall in cases of emergency have power to incur liability to an amount not exceeding \$1,000.00, subject to ratification at the next meeting of the Board.
- (c) The Board shall cause proper accounts to be kept with respect to:-
 - (i) all sums of money received and expended by the Company and the matter in respect of which the receipt and expenditure takes place;
 - (ii) all sales and purchases of goods by the Company; and
 - (iii) the assets and liabilities of the Company.

31. ACCOUNTS

- (a) The financial year of the Company shall end on the last day of January in each and every year.

- (b) At each ordinary meeting of the Board, the Hon. Treasurer shall present in writing in such form as the Board shall from time to time require, a statement showing accurately the moneys received and/or expended on behalf of the Company for the preceding calendar month, together with Bank Statements or Passbooks.
- (c) A balance sheet and statement of income and expenditure and any other financial statements or subsidiary accounts which the Board shall require, shall be presented at the Annual General Meeting after being duly certified by the Auditors.
- (d) The Board must cause the Company to keep written financial records that:
 - (i) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
 - (ii) would enable true and fair financial statements to be prepared and audited,and must allow a Director and the Auditor to inspect those records at all reasonable times.
- (e) The Board must cause the Company to prepare a financial report and a directors' report that comply with the Act and must report to Members in accordance with the Act no later than the deadline set by the Act.
- (f) The Board must cause the Company's financial report for each financial year to be audited and obtain an auditor's report. The eligibility, appointment, removal, remuneration, rights and duties of the Auditor are regulated by the Act.
- (g) Audited financial reports laid before the Company in general meetings are conclusive except as regards errors notified to the Company within 3 months after the relevant general meeting. If the Company receives notice of an error within that period, it must immediately correct the report and the report as corrected is then conclusive.
- (h) A Member who is not a Director does not have any right to inspect any document of the Company except as authorised by the Board or as specified in the Act.
- (i) Any Director may at any time access and inspect any financial and any other record of the Company.
- (j) The Board may determine that any person who is to cease or has ceased to be a Director may continue to have access to and inspect any financial record and any

other record of the Company relating to the time during which the person was a Director.

32. COMPETITIONS AND TOURNAMENTS

- (a) No Member of the Company shall participate in any open tournament or competition which has not been sanctioned by the Company, the N.S.W. Hardcourt Tennis Association, the N.S.W. Tennis Association or other competent governing body.
- (b) Except where special provision to the contrary is made by the Board all tournaments and competitions and all other activities of the Company shall be restricted to Members.
- (c) No affiliated Club shall promote any open tournament, open competition or any exhibition without the sanction of this Company at any time.

(N.B. "Open Tournament" means a tournament open to players who are not members of the Company or the body controlling it. "Open Competition" means a competition open to players who are not members of the Company, body or club controlling it.)

33. DEFAULTS

- (a) Any affiliated club or any Member failing to comply with the rules and decisions of the Company or being in arrears in respect of any moneys due to the Company, shall be considered to be in default, and may be dealt with in such manner as the Board shall think fit. Any club or any member in default may be debarred from the enjoyment of any of the privileges of affiliation or membership and from the right of voting at any meeting, until the default shall be rectified and/or the terms of any penalty imposed be complied with to the satisfaction of the Board.
- (b) The Secretary of any affiliated club may report to the Company the name of any member of such club who is unfinancial in the club's books, provided however that at least ten (10) days' previous notice by post of intention to report has been given to such member and copies of all correspondence forwarded to the Administrator. Upon receipt of such report by the Administrator, the member shall be cited to appear before the Board and be dealt with in a like manner to a player in default to the Company.
- (c) Any player selected to represent the Company in inter-association fixtures shall make himself available at all times during the currency of such fixtures.

34. NOTICES

- (a) All letters posted to the last recorded address, and all matters otherwise brought under the notice of a person, who in the opinion of the Board is the Secretary of an affiliated club, shall be deemed to have been notified to all persons who, in like opinion, are members of such Club.
- (b) Twenty-one (21) days' notice of the Annual General Meeting and twenty-one (21) days' notice of any Special General Meeting of the Company shall be given to the Secretary of every affiliated club.
- (c) A copy of the Agenda for a general meeting shall be forwarded to the Secretary of every affiliated Club at least fourteen (14) days prior to that meeting. For the purpose of a Special General Meeting, the Notice and the Agenda shall be the same.
- (d) Any notice, statement or other communication under this Constitution must be in writing (including by email or other electronic communication), except that any notice convening a meeting of the Board does not need to be in writing.
- (e) In addition to any other way allowed by the Corporations Act, a notice or other communication may be given by being:
 - (i) personally delivered;
 - (ii) left at the person's current address as recorded in the Register of Members;
 - (iii) sent to the person's address as recorded in the Register of Members by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail;
 - (iv) sent by fax to the person's current fax number for notices; or
 - (v) sent by email or other electronic communication to the person's current email or other electronic communication address for notices.
- (f) A communication is given if posted:
 - (i) within Australia to an Australian address, 3 Business Days after posting;

- (ii) outside Australia to an address outside Australia, ten Business Days after posting.
- (g) A communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.
- (h) A communication is given if sent by email or other electronic communication, when the information system from which the email or other electronic communication was sent produces a confirmation of delivery report which indicates that the email or other electronic communication has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email or other electronic communication has not been delivered to the information system of the recipient.
- (i) If a communication is given:
 - (i) after 5pm in the place of receipt; or
 - (ii) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

35. AMENDMENT TO THE CONSTITUTION

- (a) The Constitution shall not be altered, amended or rescinded except by a motion of which twenty-one (21) days' notice has been given and which has been passed at the Annual General Meeting or a Special General Meeting.
- (b) Any motion of which due notice has been given in accordance with these rules for submission to an Annual General Meeting or a Special General Meeting need not be accepted or rejected in its entirety, but may be amended at the meeting's discretion.

36. INTERPRETATION OF RULES

The interpretation of these rules shall devolve upon the Board. The Board shall have power to deal with and decide upon any not covered by these rules. The decision of the Board in all cases be final.

37. ACCEPTANCE OF RULES

Payment of an affiliation fee by a club shall be deemed to be an acceptance of these rules by such club.

38. INDEMNITY

38.1. Definitions

For the purposes of this Constitution:

- (a) *Officer* means a Director, an alternate Director, a Secretary, an officer as defined by the Corporations Act, or the Chief Executive Officer; and
- (b) *Legal Proceedings* means any claim, action, suit or demand, enquiry, Royal Commission or other regulatory investigation, whether civil or criminal, which relates to or arises in connection with the Officer being an officer of the Company or the employment of the Officer with the Company.

38.2. Indemnity

Every Officer and past Officer (with the exception of any auditor) of the Company is hereby indemnified by the Company to the fullest extent permitted by law against a liability incurred by that person as an Officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in participating or being involved in or in defending Legal Proceedings.

38.3. Insurance premiums

The Company may pay the premium on a contract insuring a person who is or has been an Officer of the Company to the fullest extent permitted by law.

38.4. Indemnity to employees

Every employee who is not a Director, Secretary or executive officer of the Company may be indemnified out of the property of the Company against a liability:

- (a) incurred by the employee acting in that capacity; and
- (b) for the costs and expenses incurred by an employee:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the employee or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the employee under the Act.