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# **Palm Beach Soccer Club Limited**

**Established 1966**



## **MEMORANDUM AND ARTICLES OF ASSOCIATION**

**CORPORATIONS ACT 2001**

**COMPANY LIMITED BY GUARANTEE AND**

**NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**PALM BEACH SOCCER CLUB LIMITED**

**25 September 2022**

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- 1** The name of the Company {hereinafter called "The Club} is Palm Beach Soccer Club Limited.
  - 2.** The objects for which the Club is established are: -
    - [a]** To carry on as an Association Football Club under the control and management of any Body or Bodies having the control of the Playing of Association Football in the State of Queensland or Australia. The Club is to be primarily devoted to the athletic pastime of the playing of Association Football.
    - [b]** To promote and foster the Game of Association Football in all its aspects and in particular to develop, maintain and control teams of the highest standard in and around South East Queensland and additionally Cup Competitions administered by Football Queensland and Football Federation Australia.
    - [c]** To provide other sporting, cultural and social activities for the recreation and enjoyment of members as approved from time to time by the Board of Directors.
    - [d]** To promote and cultivate loyalty, friendship and conviviality among members.
    - [e]** To establish, improve, maintain and operate Club premises and facilities including a Clubhouse, rooms and like conveniences and generally to afford to members and their friends all the usual privileges, advantages, conveniences, amenities, and services of a Club and to permit the same and the property of the Club to be used by members and other persons duly authorised either gratuitously or for payment.
    - [f]** To apply for, obtain and hold such Gaming Machine and other Licence or Permit as may be permitted by law from time to time and issued by the Office of Gaming Regulations of Queensland or such other Department or Authority for the time being administering the Gaming Machine Act of the said State and hold, maintain, and renew any registration granted pursuant to such Acts.
    - [g]** To apply for, obtain and hold such Liquor and other Licence or Permit as may be permitted by law from time to time and issued by the Licencing Commission of Queensland or such other Department or Authority for the time being administering the Liquor Acts in the said State and hold, maintain and renew any registration granted pursuant to such Acts.
    - [h]** In furtherance of the objects of the Club to obtain and hold any Licence or Permission necessary for and to carry on the Business of Restaurant Keepers and or sellers of Tobacco, Cigars and Cigarettes and of all kinds of goods, provisions etcetera required, used or desired by members.
    - [i]** To purchase, take on lease, license or exchange, hire or otherwise acquire or use any real personal property which may be deemed necessary, convenient or beneficial for any objects or purposes of the Club.
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**[j]** To sell, improve, maintain, manage, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property of the Club as may be deemed necessary, convenient or beneficial for any of the Objects or purposes of the Club.

**[k]** To carry on or engage in any business, undertaking or projects as may be found necessary, convenient or desirable for the furtherance of any of the Objects of the Club.

**[l]** To hire, engage, employ or otherwise contract with such persons as may be required to render services to the Club for the efficient administration and operation thereof or the furtherance of its objects and to pay them in return for services rendered, salaries, wages, gratuities, emoluments, honoraria, pension and benefits and to dismiss, discharge and terminate the employment of all such persons.

**[m]** To raise funds by way of subscriptions, donations, appeals, fees, levies and fundraising activities or in any other manner considered fit.

**[n]** To borrow or raise money by such means and on such terms and conditions as may be deemed necessary and to secure payment thereof in such manner as may be necessary or convenient and in particular by dealing with or negotiation of negotiable instruments or by the issue of debentures, bonds, mortgages, or any other securities or charges upon all or any of the property and rights of the Club both present and future, or without any such security, and upon such terms as to property or otherwise as may be considered fit.

**[o]** To invest and deal with any of the monies of the Club not immediately required for the purposes of the Club upon such securities or in such manner as may be determined and from time to time vary or realise such investments.

**[p]** To lend money to such persons and on such terms as may seem expedient and to guarantee the performance of contracts in furtherance of the objects of the Club by any such persons.

**[q]** To sign, draw, make accept, endorse, discount, execute, buy, sell, negotiate, issue, transfer and deal in cheques, bills of exchange, promissory notes, bonds, debentures, bills of lading, warrants, coupons or other negotiable or transferable instruments.

**[r]** To undertake and execute any trusts or agency business which may seem directly or indirectly conducive to any of the objects of the Club.

**[s]** To design, apply for, register or otherwise acquire any trade or other marks, patents, copyrights privileges, letters of registration, licenses, concessions and the like conferring any exclusive or non-exclusive or limited right to use any badge, mark, device, brand or invention which may seem capable of being used for any purpose of the Club or being of benefit to the

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Club and to sell, dispose of, use, exercise or develop the same or grant licences or privileges in respect thereof.

**[t]** To affiliate, amalgamate or enter into partnership or into any arrangement for union of interests, co-operation, joint venture, reciprocal concession and the like, either generally or for any particular purpose, occasion or event, with any Association, Club, Company or other organisation having objects together or in any part similar to any of those of this Club.

**[u]** To formulate and implement Regulations and rules for the proper administration and operation of the Club and the conduct of its members.

**[v]** To do all such other lawful things as may be necessary, convenient or desirable for, or incidental or conducive to, the attainment and furtherance of the preceding objects.

- 3. [a]** The income and property of the Club from wherever derived shall be applied solely towards the promotion of the objects of the Club as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Club, Provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by them to the Club or otherwise owing by the Club to them or of remuneration to any officers or servants of the Club or to any member of the Club or other persons in return for any services actually rendered to the Club, Provided further than no member of the Board of Directors or Governing Body shall be appointed to any salaried office of the Club or any office of the Club paid by fees and that remuneration shall be given by the Club to any member of such Board of Directors or Governing Body provided that nothing herein contained shall be construed so as to prevent the allowance of an honorarium to any such member in respect of special honorary services rendered or the repayment to any such member of out of pocket expenses and interest on money lent or hire of goods or rent for premises demised to the Club, Provided that the provisions last mentioned shall not apply to any payment to any railway, gas, electric, lighting, water, cable or telephone company or corporation of which a member of the Board of Directors or Governing Body may be a member or to any other company in which such member shall not hold more than one hundredths part of the capital and such member shall not be bound to account for such share of profits they may receive in respect of such payment.

**[b]** If upon the dissolution or winding up of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among the members but shall be given or transferred to other institution or institutions having objects similar to the objects of the Club to be determined by the members at or before the time of dissolution.

- 4.** The Liability of the members is limited.

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5. Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that they are a member or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which they cease to be a member and of the costs, charges and expenses of winding up the Club and for the adjustments of the rights of the contributories amongst themselves such amount as may be required not exceeding two dollars.
  6. If upon the winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members of the Club, but shall be given or transferred to some other institution having objects the similar to those of this Club and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Club under or by virtue of Clause 2 hereof such institution or institutions or in default thereof by the Chief Judge in Equity of the Supreme Court of Queensland or any such other Judge of that Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provisions then some charitable object.
  7. True accounts shall be kept of the sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place and of the property credits and liabilities of the Club and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being shall be open to the inspection of its members. Once at least in every year the accounts of the Club shall be examined and the correctness of the balance sheet be ascertained by one or more qualified members of a recognised Institute, Association or Body of Accountants.

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**ARTICLES OF ASSOCIATION**  
**OF PALM BEACH SOCCER CLUB LIMITED**

- 1.** In these Articles unless there be something in the subject or context inconsistent there with: -

“The Act” means the CORPORATIONS ACT 2001 as amended from time to time.

“The Annual General Meeting means the General Meeting held each year as constituted in accordance with these Articles of Association.

“The By-Laws” means the By-Laws of the Club for the time being in force.

“The Club” means the above-named Company.

“Notice Board” means the Board or Boards provided in a conspicuous place in the Club premises on which notices for the information of members are posted.

“Financial” as applied to membership shall mean a member who has paid all subscriptions dues capitation fees and other monies payable to the Club and is not indebted to the Club in any way.

“Month” means calendar month.

“The Office” means the registered Office for the time being of the Club.

“The Register” means the Register of Members kept pursuant to the Act.

“In Writing” and “Written” include printing lithography and other modes of reproducing or representing words in a visible form including by any electronic means.

“Secretary” includes Acting Secretary.

Words importing the singular number include the plural and vice versa.

**2. MEMBERSHIP**

**a]** For the purpose of registration the number of Members of the Club shall be unlimited unless otherwise restricted by law. Membership of the club may from time to time be limited by the Board.

**b]** A Subscriber to the Memorandum of Association shall upon registration shall be deemed to be a member of the Club and any person who shall have made application for Membership of the Club in the manner hereinafter prescribed and who shall have been duly elected to the membership, shall also upon payment to the Club of all necessary fees and subscriptions become and be a member of the Club.

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## **2.1 Classes of Membership.**

The membership of the Club shall consist of Ordinary members and any of the following classes of members;

- (1) Associate Members
- (2) Life Members
- (3) Perpetual Members
- (4) Temporary Members

The Board may, from time to time, in its absolute discretion, introduce classes of ordinary membership such as Gold, Silver and Bronze and Ordinary membership for life on terms that it deems appropriate and passed by a majority of board members at a properly constituted meeting of the Board.

### **2.1.1 Ordinary Member / Associate Member**

**a]** A person over the age of eighteen [18] years may be proposed for Ordinary Membership of the Club. Any player over the age of 18 must be a duly admitted ordinary member of the club. One parent or guardian of any junior player under the age of 18 must be a duly admitted Ordinary member of the club.

**b]** Proposals shall be made in writing on the prescribed form duly signed by the candidate and shall be accompanied by the annual subscription in the amount as from time to time determined and shall be lodged with the Secretary. Applications for new membership made in the final one month of a membership period shall include membership for the subsequent membership period. The electronic lodgement of membership applications inclusive of payment complete with electronic signature through an industry recognised system is deemed an acceptable means of lodgement for consideration by the Board.

**c]** Particulars of all proposals for Ordinary Membership of the Club shall, immediately upon application, be entered in the order of time in which such proposals are received by the Secretary of the Club, in a book termed the Proposed Members Register to be kept by the Secretary setting forth the full name and address of the person proposed and the time and date of receipt by the Secretary of the proposal and, in relation to every vacancy however arising in the membership of the Club, every proposal shall, subject to the relevant provisions of "The Liquor Acts" be dealt with and determined in the order of priority in which it is so recorded.

**d]** The name and address and occupation of every person proposed for membership shall be entered on the prescribed form and an interval of not less than two weeks shall elapse between the proposal and the election of such member.

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**e]** Every proposal for Membership of the Club shall be dealt with and determined by the Board of Directors of the Club [as hereinafter constituted] at a meeting or meetings duly convened and a record shall be kept, in a book termed the Members Admission Book by the Secretary of the time and date of the holding of such meeting, the names of the members present and voting on the question of the admission of each and every person proposed as a member at such meetings and the names of the persons so proposed and whether they are accepted as members or not.

**f]** No person shall be elected to any form of Membership of the Club if for any sound reason the Board of Directors considers their election would not be in the best interests of the Club.

**g]** The decision of the Board of Directors on the question of the admission of a person to Ordinary or Associate Membership shall in every case be determined by majority vote of the Directors present at the duly convened meeting at which the question arises, and every such decision shall be final and the Board shall not be required to assign a reason for any such decision. There shall be no appeal from any such decision and any monies paid by the applicant shall be refunded to them.

**h]** Each Member shall receive a Membership Card.

**i]** An Ordinary, Life, or Perpetual Member of more than twelve [12] months standing, and who is financial, shall have voting rights at all Annual General Meetings and Special General Meetings of the Club.

**j]** Every Applicant for Associate Membership shall comply with the same requirement as that of an Ordinary member.

**k]** Associate members shall enjoy the privilege of membership except that such members shall not have voting rights at the Annual General Meeting and any Special General Meetings of the club.

### **2.1.2 Life Membership**

Any member who has rendered outstanding loyal and devoted service to the Club and whose active association with the Club extends over a period of not less than ten (10) years may be honoured by election to Life Membership of the Club.

**a]** Every nomination for Life Membership shall be in writing, giving a full summary of the nominee and services rendered, and signed by at least ten (10) financial members of the Club of five (5) continuous years standing (not being Associate or Temporary members) and shall be delivered to the Secretary not less than sixty (60) days prior to the date of the Annual General Meeting. Prospective nominee's names shall be considered by a subcommittee nominated by the Board consisting of five (5) members of the club and containing three (3) Life Members and two (2) ordinary members of not less than five (5) continuous years standing.



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The subcommittee shall select the best nominee, in their view, and shall submit said nominee to the Board for consideration of approval or not in the absolute discretion of the board decided by a majority of two thirds. Should the Board approve the nominee then such nominee shall be considered at the next AGM and will be approved by a ballot of eligible members with not less than two thirds voting in favour.

### **2.1.3 Perpetual Membership**

Perpetual members shall be those members who at the request of the Club donate the sum of Three hundred dollars (\$300) for the further advancement and benefit of the Club. Perpetual members shall be granted life time subscription to the Club and shall have the normal voting rights subject however to these Articles of Association.

### **2.1.4 Temporary Membership**

Temporary Membership may be granted without payment of any subscription to any person over the age of eighteen (18) years provided they have one of the following qualifications: -

- a]** Any overseas or interstate visitor, for a period of one day at a time only.
- b]** Any intrastate visitor whose principal place of residence is located at least fifteen (15) kilometres from the Club, for a period of one day at a time only.
- c]** Any Member of other Clubs and their guests [at a limit of two (2) guests per member] provided that the appropriate reciprocal rights are in force with those clubs, for a period of one day at a time only.
- d]** Any person who has made application for Ordinary or Associate Membership and who has paid the prescribed application fee, during the period they are awaiting a decision from the Board of Directors for a period not exceeding 30 days from the date of receipt of such application.
- e]** Any member of other Clubs or Organisations who are either the manager or the members of a sporting team visiting the Club for the purpose of taking part in sporting competitions or social functions, for the days of the competition or functions only.
- f]** Members' guests who have been signed in by that member, for one day at a time only.

## **3. FEES AND SUBSCRIPTIONS**

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**a]** An annual subscription of membership shall be payable by each Ordinary and Associate Member in respect of each calendar year or part thereof during which they remain a member.

**b]** The annual subscription for Ordinary and Associate members shall be determined from time to time by the Board.

**c]** The annual subscription shall fall due on the 31st day of December in each year and each Ordinary and Associate member who fails to pay such subscription by the due date shall be deemed to be in arrears and shall be notified of their default in writing or by electronic means by the Secretary. If the subscription of any such member remains unpaid at the expiration of four months from the said notice, they shall cease to be members and their name shall be deleted from the list of members, provided that, the Board of Directors shall have discretionary powers to extend the time for payment for good and sufficient cause.

#### **4. RESIGNATION OF MEMBERSHIP**

**a]** A Member may resign their membership at any time upon giving written notice to the Secretary, in which case, providing said member has discharged all their obligations to the Club financial or otherwise the resignation shall take effect from the first day of the month next following that in which the said notice is received by the Secretary.

**b]** Resignation shall not entitle a member to a refund of fees paid by them.

#### **5. SUSPENSION, EXPULSION AND OTHER PENALTIES**

The Board of Directors, after due inquiry and at a duly convened meeting by a two-thirds majority vote of those Directors present, may fine, suspend, expel or otherwise deal with any member proved to the Board's satisfaction to have contravened the provisions of the Constitution, the regulations or any rules, decisions or instructions from time to time in force, or similarly proved to have engaged in conduct such as to be prejudicial to the welfare of its members or to render them unfit to associate with members of the Club, provided that:-

**1]** The member concerned is first given seven (7) days' notice in writing or by electronic mail by the Secretary of the proposed inquiry and of their right to attend and submit a defence thereat, forwarded to their last known address.

**2]** The member concerned, if in attendance at the inquiry, is given the opportunity of having all evidence against them given in their presence and the right to ask questions in connection with the charges preferred against them and the further right to produce evidence on their own behalf but shall not have a legal representative.

**3]** The expulsion of a Life member shall not be valid or take effect unless the matter be referred to a Special General Meeting called for the purpose and a two

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thirds (2/3) majority of the members present and entitled to vote thereat endorse such expulsion. There shall be no appeal against the decision of the members whether it be to pass or reject the motion. There shall be no further referral of any Life Member on the same grounds following a decision of the members as stated above.

## **6. REGISTER OF MEMBERS**

**a]** The Secretary shall keep in the Club's premises a Register of members setting forth the same in full the occupation and address of each member specifying the class of member to which they belong and setting up the date of the latest payment by each member of their subscription.

**b]** The Board shall keep a register of persons who are unaccompanied visitors and a register of persons of or above the age of 18 years who enter the club's premises as guests of members.

**c]** The Board must maintain a list of any clubs or associations with formal reciprocal rights.

## **7. PATRON**

**a]** The office of Patron of the Club may be conferred upon a person of eminence in either the community at large or within the spheres of Association Football or the Club, or both, as a mark of honour and esteem.

**b]** The Patron, by virtue of their office, shall be entitled to all rights and privileges of membership of the Club.

## **8. ADMINISTRATION**

**a]** The Administration and control of the affairs, assets and operations of the Club in all their aspects shall be vested in a governing body which shall be called the Board of Directors.

**b]** The Board of Directors shall consist of no less than seven (7) and no more than nine (9) Directors including the President and Vice President all of whom shall be financial members of the club who may elect from their numbers a President or Vice President or any other officer from time to time upon there being a vacancy in these offices.

**c]** A person may be a candidate only if the person:

(1) Is at least 18 years of age, and

(2) Is eligible to be elected to be a Director under the Act, and

(3) Holds a current blue card or exemption card obtained under the Working With Children (risk management and screening) Act 2000 or agrees to obtain one immediately upon being elected to the Board.

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**d]** The Board of Directors including the President and Vice President shall be elected at the Annual General Meeting or any adjournment thereof to hold office until the election of Directors at the next Annual General Meeting by the general body of members from persons nominated as hereinafter provided:

1] Not less than seven (7) days before the day fixed for the Annual General Meeting nominations for the Office of Directors shall be delivered to the Secretary.

2] Out of persons nominated the general body of members shall elect the Directors for a period of twelve months next ensuing.

3] Two weeks prior to the meeting a notice shall be given by the Secretary of the Club to all voting members of the meeting and the fact that Directors are to be elected thereat.

**e]** Any casual vacancy or vacancies which may occur in the Board of Directors may be filled by the Directors by a person being a financial ordinary member of the club of no less than three years continuous standing and the person or persons appointed shall hold Office until the next Annual General Meeting subject to Article 16 when they shall retire but shall be eligible for re-election.

**f]** Nominations for election of the Directors shall be on the prescribed form and signed by two financial members of the Club of three (3) continuous years standing (not being Associate or Temporary members) and by the nominee, also financial of three (3) continuous years standing (not being Associate or Temporary members), who shall signify their consent to the nomination.

**g]** The Secretary shall after receiving nominations post the names of the candidates and their proposers on the notice board and if so directed by the President shall notify members by mail of the names of the candidates and their proposers.

**h]** If the full number of candidates for the position of Directors is not nominated as prescribed additional qualified nominations may, with the consent of the nominee or nominees, be made at the meeting. If there be more than the required number nominated an election by ballot shall take place but if there be only the requisite number nominated the Chairperson, subject to the provisions of these Articles, shall declare those nominated duly elected.

## **9. ELECTION OF THE BOARD OF DIRECTORS**

An election by ballot of the members of the Board of Directors shall be conducted in the following manner:

**a]** The ballot shall be taken on the date fixed for the Annual General Meeting at the place appointed for the holding of such meeting.

**b]** The ballot shall commence and close at the time fixed by the Chairperson of the Annual General Meeting.

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- c]** The voting papers shall contain in alphabetical order the names of all duly nominated candidates for the respective positions.
  - d]** The voter shall mark his voting paper by striking out the names of the candidates for whom they do not wish to vote and thus leave the names of the candidates for whom they vote.
  - e]** The ballot shall be conducted by the secretary or other authorised person assisted by two scrutineers to be appointed at the meeting by the Chairperson of the meeting.
  - f]** At the close of the poll the Secretary or other authorised person assisted by the scrutineers shall proceed with the examination of the voting papers and shall report the result to the Chairperson of the meeting who shall then declare the candidate or candidates who received the greatest number of votes to be duly elected
  - g]** Any voting papers upon which the votes are not recorded for the exact number of candidates to be elected shall be rejected as informal.
  - h]** In any case of doubt as to the formality of the voting paper the matter shall be referred to the Chairperson whose decision shall be final.
  - i]** In the event of an equality of votes in favour of two or more candidates the Chairperson of the meeting shall have the casting vote, or votes, so as to ensure the election of not more than the number necessary to fill vacancies.

## **10. VACANCIES IN BOARD OF DIRECTORS**

- a]** If any Director shall die or fail to attend a regular Board Meeting for three (3) consecutive meetings without leave of absence or if they resign or shall cease to be qualified under the provisions of the Articles hereof or if they shall become bankrupt or of unsound mind their office shall be declared vacant by the Board and they shall by virtue of that fact cease to be a Director and the Board may appoint a successor to hold office until the next election by the Annual General Meeting and until such appointment is made the continuing Directors may act notwithstanding such vacancy.
- b]** The Club by special resolution carried at an Extraordinary General meeting may remove any Director or all Directors before the expiration of their period of office and appoint another or other Directors in their place. The person or persons so appointed shall hold office during such time as the Director or Directors removed would have held office if they had not been so removed.
- c]** All acts done at any Board Meeting or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or Directors or that they or any of them were

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disqualified be as valid as if every person had been duly appointed and was qualified to be a Director.

## **11. REMUNERATIONS OF THE BOARD OF DIRECTORS**

No Director shall receive any remuneration for their services in their capacity as a director.

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

The business and general affairs of the Club shall be under the management of the Board of Directors who shall have full control of the property of the Club and absolute authority subject to the Memorandum of Association regarding its disposition and in the conduct and administration of all the affairs and business of the Club including the rights and privileges of members in respect to the Club except insofar as it otherwise expressly provided by these Articles. In particular but without derogating from the general powers hereinbefore conferred the Board shall have power from time to time: -

**a]** To appoint from among its members or from members of the Club sub-committees for any purpose whatever which from time to time it may think desirable and to delegate to any such sub-committee such powers as it may think fit and any such appointment or delegation from time to time to revoke or alter. Unless otherwise specified in the minute of the Directors appointing the sub-committee the quorum of all sub-committees shall consist of a majority of the members of such sub-committee. Any member of a subcommittee must be a financial ordinary member of the club.

**b]** Subject to Article 19 to make such by-laws, rules or regulations not inconsistent with the Memorandum of Articles of Association of the Club as in the opinion of the Board are necessary or desirable for the proper control administration and management of the Club's finances, affairs, interest, effects and property and for the convenience, comfort and wellbeing of the members of the Club and to amend or rescind from time to time any such by- laws rules and regulations.

**c]** To enforce the observance of all by-laws, rules and regulations by suspension from enjoyment of Club privileges or any of them or otherwise as the Board thinks fit.

**d]** To appoint any delegate or delegates to represent the Club for any purpose with such powers as may be thought fit.

**e]** To engage, appoint, control, remove, discharge, suspend and dismiss such managers, secretaries, officers, solicitors, accountants, surveyors, bankers, clerks, representatives, agents and servants or other employees in respect to permanent, temporary or special services as it may from time to time think it and to determine the duties pay salary emoluments or other remuneration but no payment of any

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secretary manager or other officers or servants of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.

**f]** 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 it shall think fit.

**g]** To secure the fulfillment of any contracts or engagements entered into by the Club by mortgaging or charging all or any of the property of the Club as may be thought fit.

**h]** 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 allot time for payment and satisfaction of any debts due to and any claims or demands by or against the Club to arbitration and to observe and perform the award.

**i]** To determine who shall be entitled to sign or endorse on the Club's behalf contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents and instruments.

**j]** To invest and deal with any of the moneys of the Club not immediately required for the purposes of the Club upon such securities and in such manner as the Board may see fit and from time to time to prudently vary and realise such investments.

**k]** From time to time at its discretion to prudently borrow or secure the payment of any sum or sums of money for the purposes of the Club and to raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise and either charges upon all or any of the Club's property both present and future or not so charge 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 debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders.

To sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods and chattels belonging to the Club and to let any property of the Club and with the sanction of a general meeting of the Club lease, demise, exchange or sell all or any of the lands and buildings or other property or rights to which the Club may be entitled from time to time provided however, that notwithstanding anything elsewhere herein contained that portion of the Club premises and property licensed under the Liquor Act or under any Gaming or Betting Act shall not be sold, exchanged, hired, let, demised, leased, lent or otherwise disposed of without the prior consent of the Licencing Court.

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**l]** To fix the maximum number of each class of member who may be admitted to the Club.

**m]** In addition to the powers herein contained to fine, caution, suspend or expel for such period as it thinks fit any member who shall wilfully infringe any provisions of the Memorandum or Articles of Association or of the by-law's rules or regulations of the Club or who shall in the opinion of the Directors be guilty either in or out of the Club premises of conduct unbecoming of a member or prejudicial to the interest of the Club. In particular this includes conduct by any member/player who conduct themselves in such a manner so as to breach any of the rules of the club or breach any of the laws of Queensland or Australia. This includes but is not limited to member/player or group of members/players. Harassment includes any anti-social or racist behaviour such as physical or verbal bullying or threats; unwanted or unsolicited sexual contact or solicitation/communication of any and all sexual matters by any means, including but not limited to all electronic contacts by text, Instagram or other electronic messaging, Facebook, email, snap chat or entries on email/website forums.

**n]** To impose any restrictions or limitations on the rights and privileges of members, honorary members and visitors relating to the use by them of the Club premises and/or any amenity or facility therein contained or relating to their conduct, behaviour, clothing and dress whilst on the said premises.

**o]** To decide upon what, if any, league competitions other than those set out in 2[b] of the Memorandum of Association the club shall enter and prior to any such entry to refer any decision in favour of entering any such league competition to an extra-ordinary general meeting of the membership of the club, all properly notified, for ratification by not less than two thirds majority of the members in attendance. The Board shall adhere to any vote by the membership failing to ratify the recommendation of the Board.

### **13. BY-LAWS, RULES & REGULATIONS**

**a]** Any by-law, rule or regulation made under these Articles shall come into force and be fully operative upon the posting of an appropriate notice containing such by-laws, rule or regulation on the notice board.

**b]** The Club in general meeting may revoke and disallow any such by-law, rule or regulation, provided that, the notice convening the meeting states that notice has been received as provided for in Clause [c] of this Article and also specified the by-laws rule or regulation objected to.

**c]** Without limiting the rights of members under Article 15 any five members may at any time during the month of July in any year give to the secretary notice in writing signed by them that they object to one or more specified by-laws, rules or regulations and the secretary shall then include a statement to that effect on the notice convening



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the next general meeting.

**d]** Neither the revocation or disallowance by the Club in general meeting of any by-law, rule or regulation or the knowledge that it may take place not its amendment or rescission by the Board shall invalidate any act by the Board or by an officer or servant of the Club prior to such amendment or rescission.

#### **14. MEETING OF THE BOARD**

**a]** The Board shall meet at least once in every month for the transaction of business. Minutes of all resolutions or proceedings of the Board shall be entered in a book provided for the purpose. The President may at any time and the Secretary shall upon the request in writing of two Directors convene a meeting of the Board.

**b]** The President of present shall be entitled to preside at all meetings of the Board; in their absence the meeting shall elect any Director to be Chairperson of the but without the right to vote. Any person except the Secretary, acting as Chairperson of a meeting of the Board shall have the same voting powers as are provided herein.

**c]** A majority of Directors shall constitute a quorum. If a quorum be not present within fifteen (15) minutes of the time fixed for the meeting it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting the members present shall be a quorum.

**d]** The Board may hold meetings and permit a Director to take part in its meetings by using any technology that reasonably allows the Director to hear and take part in discussions as they happen.

#### **15. GENERAL MEETING**

The Annual General Meeting of the Club shall be held within 3 months of the end of the financial year of the Club at such time and place as may be prescribed by the Club in general meeting or in default, at such time and place as may be determined by the Board provided always that an Annual General Meeting shall be held at least once in every year, with the exception of the first Annual General Meeting which need not be held in the first calendar year of the Club.

The abovementioned Annual General Meeting shall be called the Annual General Meeting. All other general meetings shall be called extraordinary general meetings.

#### **16. EXTRAORDINARY GENERAL MEETING**

An extraordinary or special general meeting may be called on any date by the President of the Board and shall be called by the Secretary upon receipt of a requisition [which need not be in one document] signed by not less 25 members entitled to vote stating the business to be considered. The date of such meeting shall be within forty days of receipt of such requisition. Provided that, if such meeting is

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not called within fourteen (14) days of receipt of the requisition, the members or a majority of them may themselves call the meeting and for that purpose shall have access to the Register of Members and other records necessary for the purpose of calling meetings of members.

## **17. NOTICE OF GENERAL MEETING**

- a]** Every notice convening a general meeting shall specify the place, the day and the hour of the meeting and such information concerning the business proposed to be transacted as is required to be given by these Articles or the Act.
- b]** Every notice convening a General Meeting shall be given in the manner prescribed in these Articles to the members who are entitled to attend and vote at General Meetings under the provisions of these Articles and a copy shall be posted on the notice board.
- c]** The period of notice with respect of general meetings shall be as follows: -
  - 1]** Twenty-one (21) days in respect of Annual General Meetings and such Extraordinary General Meetings as are convened for the purposes other than those requiring the passing of a special resolution.
  - 2]** Twenty-one (21) clear days in respect of Extraordinary General Meetings convened for the purpose of passing a special resolution.
- d]** Neither the accidental omission to give notice of a meeting to, nor the non receipt of a notice of a meeting by any member, nor the omission to post a copy shall invalidate the proceedings at any meeting.

## **18. QUORUM FOR GENERAL MEETINGS**

At any Annual or extraordinary general meeting called by the President or the Board twenty (20) members entitled to be present under these Articles and present in person shall be a quorum and at any extraordinary general meeting called on or by the requisition of members thirty-five (35) members entitled to be present under these Articles and present in person shall constitute a quorum. If a quorum not be present within fifteen minutes of the time fixed for an Annual or extraordinary general meeting the meeting if convened on or by the requisition of members shall be dissolved at their discretion or shall be adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not

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present within fifteen minutes of the time appointed for the meeting the members present shall be a quorum.

## **19. PROCEEDINGS AT GENERAL MEETINGS**

**a]** The business of an Annual General Meeting shall be to receive and consider the report of the Board the Income and Expenditure Account the Balance Sheet and the Report of the Auditors to elect Directors and an Auditor or Auditors and to fix the remuneration payable to such Auditor and to transact any other business which under these Articles is to be transacted at an Annual General Meeting and all business transacted at an extraordinary general meeting shall be deemed special.

**b]** The President shall if present be entitled to preside at all general meetings of the Club. Should the President be absent the same procedure for the appointment of the Chairperson shall be followed as is provided in these Articles for the appointment of a Chairperson at a meeting of the Board.

**c]** Every question submitted to a general meeting of the Club or to any meeting of the Board or any subcommittee shall be decided in the first instance by a show of hands and in the case of equality of votes the Chairperson shall both on a show of hands and on a poll have a casting vote in addition to the vote to which the Chairperson is entitled as a member.

**d]** At any general meeting unless a poll is demanded by the Chairperson or at least five members present and entitled to vote at the meeting a declaration by the Chairperson 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 book of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

**e]** If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairperson of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote the chairperson shall determine the same and such determination made in good faith shall be final and conclusive.

**f]** The Chairperson of a General Meeting may with the consent of the meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**g]** The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been

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demanded. No poll shall be demanded on the election of a Chairperson of a meeting and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

**h]** Any general meeting at which a quorum is present may be adjourned by resolution as the meeting may determine and no notice of such adjournment need be given.

## **20. VOTES OF MEMBERS**

**a]** Every member eligible to vote shall both on a show of hands and on the taking of a poll have one vote.

**b]** A member entitled to attend and vote at a General Meeting is entitled to appoint a proxy to attend and vote instead of the member, provided the proxy must be a member, entitled to vote, and may carry only one proxy.

**c]** A proxy shall not be entitled to vote except on a poll.

**d]** Proxy forms shall be delivered to the Club Secretary four (4) days before the Annual General Meeting.

## **21. MINUTES**

The Board shall cause minutes to be kept by the Secretary in books provided for the purpose: -

**a]** Of all appointments of officers made by the Club in general meeting or by the Board.

**b]** Of the names of the members of the Board present and voting at each meeting of the Board.

**c]** Of the number of members present and voting at general meeting of the Club.

**d]** Of all resolutions and proceedings at all meetings either of the Club or of the Board.

## **22. FINANCIAL YEAR**

The financial year of the Club shall commence on the first day of July one year and end on the last day of June in the following year.

## **23. ACCOUNTS AND AUDIT**

The Board shall cause correct accounts and books to be kept showing the financial affairs of the Club and the particulars unusually shown in books of

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account of a like nature and showing in particular and without limiting the generality thereof: -

- a] All sums of money received and expended by the Club and the matters in respect of which the receipts and expenditure takes place.
- b] All sales and purchases of goods by the Club.
- c] The Assets, credits and liabilities of the Club.

#### **24. THE BOOK OF ACCOUNTS**

The book of accounts shall be kept at the Registered Office of the Club or at such other place as the Board thinks fit and shall always be open to inspection of the Directors.

#### **25. THE REPORT OF THE BOARD**

a] The report of the Board referred to in the foregoing Clause [a] shall include statements showing:-

- 1.] The amount written off for depreciation
- 2.] The amount if any which the Board proposed to transfer to the Reserve Fund or Funds of the Club.
- 3.] The number of members of each class registered in the Register of Members at the date of the preparation of the report.
- 4.] The names of the members of the Board.

b] A copy of the balance sheet, auditor's report and income and expenditure account, accompanied by a copy of the report of the Board shall be sent or transmitted, upon request, to every member other than Honorary members, Associate members or Temporary members at least fourteen (14) clear days before the date of the General meeting at which said accounts are to be presented.

#### **26. AUDITORS**

Auditors shall be appointed, and their duties regulated in accordance with the provisions of The Act.

#### **27. SEAL**

The Board shall provide for the safe custody of the Seal and the Seal shall never be used except by the authority of the Board previously given and in the presence of two (2) members of the Board at the least who shall sign every instrument to which such Seal is affixed and every such instrument to which the Seal is affixed shall be countersigned by the Secretary or some other person appointed by the Board.

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## **28. NOTICES**

Save for Articles 5 and 17 above a notice may be given by the Club to any member either personally, by electronic mail (email) or by electronic or telephonic messaging service (text or sms). If there is no rejection or return of any message transmitted electronically or by messaging service such message shall be deemed to have been received on the date of transmission. Notice may also be given by the club by sending it by post to any member to their registered address. Where the notice is sent by post service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting the notice and shall be deemed to have been effected in the case of a notice convening a meeting on the day following that on which the same shall have been posted and in any other case at the time at which the notice would have been delivered in the ordinary course of post. In any event a notice posted upon the Club Notice Board or Club Website shall be deemed to be well served on all members at the expiration of twenty-four hours after it is so posted up provided all reasonable efforts have been made to contact members or any particular member in one of the methods set out above.

## **29. MISCELLANEOUS**

**a]** No member shall give any money, fee or gratuity or other gift or any tip to any employee of the Club in any circumstances whatsoever except in the course of general collection approved by the Board. Any breach of this Article may in the discretion of the Board be deemed conduct unbecoming of a member and prejudicial to the interests of the Club and dealt with by the Board accordingly.

**b]** No visitor shall be supplied with liquor on the Club's premises unless on the invitation and in the company of a member.

**c].** No liquor shall be sold or supplied to any person under eighteen years of age and no such person shall have or consume liquor on the club premises.

## **30. AMENDMENTS TO ARTICLES OF ASSOCIATION**

**a]** These Articles may be altered only at an Extraordinary General Meeting called for the purpose, upon a two-third majority affirmative vote of those present and entitled to vote.

**b]** A Special General Meeting shall be called by the Board of Directors upon requisition setting out details of the proposed amendments, signed by at least five (5) Life or Ordinary or Perpetual members or upon the resolution of the Board.

**c]** Members shall receive at least fourteen (14) days' notice of any such meeting and of proposed amendments