

Corporations Act 2001 (Cth)

A public company limited by guarantee

and not having a share capital

Constitution
of
Jervis Bay Community & Sports Club Limited

ACN 684 718 616

Initial Constitution on the incorporation of the Club

Contents

PART 1 – GENERAL	7
1. Name of the Club	7
2. Nature of this Constitution	7
3. Objects of the Club	7
3.1 Objects of the Club.....	7
3.2 Regulation as, compliance with the obligations of, a registered club	8
3.3 Where the Club may operate	8
3.4 How may the Club pursue its objects	8
3.5 Specific legislation prevails	9
3.6 Registered Clubs Act (RCA) requirements	9
4. Replaceable Rules	10
5. Application of income and property	11
PART 2 – MEMBERSHIP	11
6. Members	11
6.1 Restrictions on membership	11
6.2 Classes of members	12
6.3 Membership eligibility.....	12
6.4 Continuation of membership	12
6.5 Ordinary members	12
6.6 Employee members	13
6.7 Junior members	13
6.8 Life members	14
6.9 Honorary Members	15
6.10 Temporary members.....	15
6.11 Provisional Members.....	17
6.12 Members' rights.....	17
6.13 Transfer of Membership	18
6.14 Amalgamations	18
7. Admission as a member	19
7.1 Membership Application.....	19
7.2 Consideration of Application	19
7.3 Election of Full Members	20
8. Fees	20
8.1 Membership fees.....	20
8.2 Entrance fees.....	20
8.3 Annual subscriptions.....	20
8.4 Unfinancial members and termination of membership	21
8.5 Life members not required to pay further fees.....	22
9. Member categories	22
10. Members' Code of Conduct	22
11. Disciplinary Code	23

Constitution of Jervis Bay Community & Sports Club Ltd

12.	Resignation of membership	23
13.	Employees, former employees and Employee members	23
14.	Honorary and Provisional members - termination of membership.....	23
15.	Termination of membership	24
16.	Member identification	24
17.	Player Reward Schemes; Stored Value Cards; Player Cards.....	24
18.	Patron.....	25
19.	Guests	25
PART 3 – MEETINGS		26
20.	Annual General Meetings	26
20.1	Convening AGMs.....	26
20.2	Questions at an Annual General Meeting.....	27
20.3	Questions for the auditor at an Annual General Meeting	27
20.4	Business of an Annual General Meeting	27
21.	General Meetings	27
21.1	Convening General Meetings	27
21.2	Notice of a General Meeting	28
21.3	Right to attend an annual or other General Meeting	28
21.4	Auditors	28
21.5	Chair of the General Meeting.....	28
21.6	Admission to and conduct at a General Meeting.....	28
21.7	Quorum for a General Meeting	28
21.8	Cancellation or postponement of a General Meeting	29
21.9	Adjournment.....	29
21.10	Minutes.....	29
21.11	Annual Reports	30
21.12	Meeting Standing Orders	30
21.13	Financial year.....	30
PART 4 – BOARD AND ELECTIONS.....		30
22.	Regulation of the composition of the Board; Board elections.....	30
PART 5 – BOARD GOVERNANCE		30
23.	Responsibility of the Board.....	30
24.	Powers of the Board	31
24.2	Powers of the Board to make By-laws.....	32
25.	Director’s conflict of interest	33
25.1	What interests must directors disclose?	33
25.2	Consequences of a conflict of interest.....	34
25.3	Other relationships.....	34

Constitution of Jervis Bay Community & Sports Club Ltd

26.	Disclosures by directors and employees; other accountability and transparency obligations.....	35
27.	Validity of director’s appointment	36
28.	Board Charter	37
29.	Director Code of Conduct.....	37
30.	Proceedings of the Board.....	37
30.1	Proceedings of the Board	37
30.2	Who chairs Board meetings?.....	38
30.3	What is a quorum for a Board meeting?	38
30.4	Lack of quorum	38
30.5	Acting whilst there is a casual vacancy	38
30.6	Minutes, accounts, registers and records.....	38
30.7	Circulating resolutions by directors.....	39
30.8	Technology may be used to assist the Board.....	39
31.	Committees of the Board.....	40
32.	Nominations Committee	41
33.	Additional appointments to the Board.	42
PART 6 – CEO		42
34.	Nature of the position of the CEO.....	42
PART 7 - RISK ALLOCATION		43
35.	Insurance and indemnity of officers.....	43
PART 8 - PROVISION FOR SUB CLUBS.....		44
36.	Sub Clubs	44
PART 9 – CLUB OPERATIONS		45
37.	Club operations.....	45
37.1	Club not to extend credit.....	45
37.2	Notice Board	46
37.3	Club must keep registers of members.....	46
38.	Amending this Constitution	46
39.	Notices and meetings – requirements and facilitation	46
39.1	Mandatory requirements of legislation.....	46
39.2	Inconsistencies.....	47
39.3	Section 30C of the RCA.....	47
39.4	Giving of notice	47
39.5	Electronic notices.....	47
39.6	Election to receive documents in hard copy	47
39.7	Electronic addresses.....	47
39.8	Deemed receipt.....	47
39.9	Sending of duplicates.....	48

Constitution of Jervis Bay Community & Sports Club Ltd

39.10	Possible alternatives for participation and voting – meetings.....	48
39.11	Annual Reports	48
40.	Electronic communications and technology including personal email addresses – additional provisions.....	48
41.	Notices – further provisions.....	49
42.	Seal.....	50
43.	Privacy	50
44.	Participation in any Club activity, promotion or competition	50
45.	The Club may offer promotions	51
46.	Liability of members and finishing the Club	52
46.1	Liability of members	52
46.2	What the Club may do with its income and assets in a winding up.....	52
	PART 10 – DEFINITIONS AND INTERPRETATION	53
47.	Definitions.....	53
48.	Interpretation	55
	Attachment 1 Disciplinary Proceedings Code.....	58
1.	Other provisions in the Constitution	58
2.	Non-members	58
3.	Junior members	58
4.	Application to all Full members	58
5.	Delegation to disciplinary committee.....	58
6.	Statutory rights of exclusion.....	59
7.	Disciplinary powers	59
8.	Evidence	59
9.	Immediate consequences of being subject to being disciplined.....	60
10.	No-fault suspension.....	61
11.	Notifications	62
12.	Appeals	63
13.	Board may discipline members	63
14.	No fines	63

Constitution of Jervis Bay Community & Sports Club Ltd

15.	Complaints about a member	64
16.	Acting on a complaint.....	64
17.	Proposal to discipline a director.....	65
18.	Disciplinary actions	65
19.	Hearing Notices.....	65
20.	Time and place for appeals and other disciplinary hearings	67
21.	Adjournment.....	67
22.	Resignation in the face of a Hearing Notice	68
23.	Member response/notification	68
24.	Non-attendance	68
25.	Disciplinary hearing timing	68
26.	Conduct of the hearing	68
27.	Recordings	70
28.	Witnesses	70
29.	Other evidence	70
30.	Representation/support person	71
31.	English language.....	72
32.	Executives, staff and Club legal adviser at a disciplinary hearing	72
33.	Conduct at the hearing and safety and security risks	73
34.	Voting at a disciplinary hearing	73
35.	Penalties	74
36.	Decisions prima facie final	74
37.	Nature of disciplinary powers	74
38.	Exclusion of admissions and claims	75
39.	Club records	76
40.	Disclosures and discussion	76
41.	Power to suspend on issue of a Hearing Notice	76
42.	Return after suspension or application for membership after termination	77

Constitution of Jervis Bay Community & Sports Club Ltd

Attachment 2	Board and Board Elections Regulations	78
1.	Composition of the Board	78
2.	Initial directors	78
3.	Triennial rule	78
4.	Election of Chairperson	80
5.	Mandatory Training By-laws	81
5.1	Background	81
5.2	Resolution	81
5.3	Relevant time	81
6.	Mandatory training – variation or relaxation of requirements	81
7.	Eligibility for nomination for election as a Director	81
8.	Disqualification from being a director	82
9.	Exemption from disqualification	83
10.	Nomination Committee	84
11.	Election By-laws	84
12.	Election process and timetable	84
13.	How are members nominated for election to the Board?	86
14.	Election of the Board	87
14.1	Returning Officer	87
14.2	How are the members of the Board elected?	87
15.	When does a Board position become vacant?	89
16.	What happens if there is a casual vacancy on the Board?	90
17.	Additional appointments to the Board	90

PART 1 – GENERAL

1. Name of the Club

The name of the Club is Jervis Bay Community & Sports Club Limited.

2. Nature of this Constitution

This Constitution (including attachments and any By-laws), have effect as a legal contract:

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

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

3. Objects of the Club

3.1 Objects of the Club

The objects of the Club are to:

- (a) be a non-proprietary, not-for-profit members' club conducted in good faith as a club for the benefit of members and their guests;
- (b) participate, as the de-amalgamated club, in a de-amalgamation of SGBCC, taking a transfer of the title to (or of the right to occupy) the premises (or any part of the premises) that were, immediately before the amalgamation with SGBCC, owned or occupied by the former VGC;
- (c) provide for members and their guests a social and sporting club with any or all the usual facilities of a club at the discretion of the Board and to the extent from time to time deemed appropriate by the Board, including but not limited to:
 - (i) accommodation for members and their guests;
 - (ii) golf and other recreational facilities;
 - (iii) entertainment facilities;
 - (iv) food, liquid, and other refreshments;
 - (v) liquor service in accordance with any club liquor licence held by the Club from time to time under the provisions of the Liquor Act;
 - (vi) gaming facilities and gaming in accordance with relevant legislation including the Gaming Machines Act;
 - (vii) provision for sporting, musical and educational activities; and
 - (viii) other Associate amenities;
- (d) in furtherance of the other objects of the Club, apply for, or through amalgamation or de-amalgamation obtain, and hold one or more club licences under the Liquor Act and

Constitution of Jervis Bay Community & Sports Club Ltd

gaming machine entitlements under the Gaming Machines Act and conduct itself as a registered club in conformity with the RCA; and

- (e) raise funds from members through entrance fees, subscriptions, donations, and borrowings, to better achieve the Club's other objects (subject always to the provisions of the Corporations Act and the RCA);
- (f) be a party to a management contract (within the meaning of the Accountability Code) or management contracts, from time to time, to better achieve the Club's other objects (subject always to the provisions of the Corporations Act and the RCA and the Accountability Code);
- (g) support the objects of the Club through the ClubGRANTS scheme;
- (h) conduct commercial activities of any kind to support these objects;
- (i) have interests in subsidiaries and other companies, trust funds and other structures or assets, whether or not wholly owned;
- (j) amalgamate with or to participate in any amalgamation with, another registered club or clubs;
- (k) in the pursuit of the Club's other objects:
 - (i) become a member, supporter, patron or associate of industry, industrial, sporting, charitable or other, organisations (such as but not limited to Golf NSW Ltd and ClubsNSW);
 - (ii) facilitate, foster or support individual members of the Club becoming individual members of, or gaining appropriate approval or recognition from, such organisations; and
 - (iii) agree (to the extent deemed appropriate by the Board from time to time), to be bound by or observe particular requirements of or codes or the like propounded by, any such organisation;
- (l) do and engage in any activity that a company may lawfully do or engage in.

3.2 Regulation as, compliance with the obligations of, a registered club

- (a) At the time of incorporation, the Club will not hold a club licence under the Liquor Act and accordingly will not be a registered club within the meaning of the RCA.
- (b) For so long as the Club does not hold a club licence, the provisions of this constitution requiring the Club to act in compliance with (or that directly reflect the requirements of), the RCA, the Liquor Act, the Gaming Machines Act, regulations under any of those statutes, or the Accountability Code, are of no force or effect; and those provisions only have force and effect from the time that the club does hold a club licence – whether as a consequence of participating in a de-amalgamation or otherwise.

3.3 Where the Club may operate

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

3.4 How may the Club pursue its objects

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

Constitution of Jervis Bay Community & Sports Club Ltd

3.5 Specific legislation prevails

Subject to and without limiting the provisions of Rule 3.2, this Constitution is subject to the provisions of the RCA, the Liquor Act, the Gaming Machines Act, the Corporations Act, the regulations under any of those statutes, and the Accountability Code. If there is any inconsistency then to the extent necessary to conform with any mandatory provisions of the legislation, the provisions of the legislation prevail over the provisions of this Constitution and this Constitution must be read and applied with the minimum necessary changes to conform with the mandatory provisions of the legislation.

3.6 Registered Clubs Act (RCA) requirements

- (a) The following provisions apply subject to and without limiting the provisions of Rule 3.2.
- (b) If any part of this Constitution becomes unlawful under the provisions of the RCA, the Liquor Act, the Gaming Machines Act, or any regulation under any of those statutes, then this Constitution must be read as if the unlawful part is not part of this Constitution.
- (c) At all times the membership of the Club must consist of or include not less than the number of members within the definition of "ordinary members" under the RCA, as is prescribed in respect of the Club by section 12 of the RCA.
- (d) At all times the Club must have at least one set of premises of which it is the bona fide occupier for the purposes of the Club and which are provided and maintained from the funds of the Club (the **RCA Premises**, which refers to each set of premises of the Club for which the Club from time to time holds a club licence under the Liquor Act).
- (e) The RCA Premises must contain accommodation appropriate for the purposes of the Club.
- (f) The RCA Premises must contain a properly constructed bar room but must not contain a separate area for the sale or supply of liquor to be carried away from those premises to which area there is direct access from outside any building that is part of those premises.
- (g) No member, whether or not a member of the Board or of any committee, is entitled or may derive, directly or indirectly, any profit, benefit or advantage from the Club that is not offered equally to every Full member of the Club, except to the extent permitted by and in conformity with the provisions of the RCA. However, this provision does not prohibit any profit, benefit or advantage that is permissible under section 10(6), 10(6A) or 10(7) of the RCA.
- (h) No person other than the Club and its members is entitled to derive, directly or indirectly, any profit, benefit or advantage from the ownership or occupation of the RCA Premises of the Club unless the profit, benefit, or advantage is in the form of:
 - (i) reasonable and proper interest paid to a lender on any loan made to the Club that is secured against the premises of the Club; or
 - (ii) reasonable and proper rent or occupation fees paid to the owner of the premises of the Club,being, in either case, a payment arising out of dealings reasonably carried out, or contracts reasonably made, with the Club in the ordinary course of its lawful business.
- (i) The CEO, or any other Employee, or any director or member of any committee, of the Club is not entitled to receive, either directly or indirectly, any payment calculated by reference to:

Constitution of Jervis Bay Community & Sports Club Ltd

- (i) the quantity of liquor purchased, supplied, sold, or disposed of by the Club or the receipts of the Club for any liquor supplied or disposed of by the Club; or
- (ii) the keeping or operation of approved gaming machines in the Club.
- (j) The rules deemed to apply to the Club by section 30 of the RCA, apply.
- (k) The Club must comply with the reporting requirements imposed on the Club under section 38 of the RCA.
- (l) The Club must comply with the accountability and transparency requirements imposed on the Club by the Accountability Code.
- (m) The business conducted on the RCA Premises of the Club must not be managed or controlled by any person or body other than:
 - (i) the Board; or
 - (ii) the CEO; or
 - (iii) a manager (within the meaning of the Liquor Act) of the particular premises, or
 - (iv) a person acting in a capacity referred to in section 41(1) of the RCA in respect of the Club, duly appointed or approved as required under that provision; or
 - (v) a temporary administrator appointed under section 41A of the RCA; or
 - (vi) a person who is exercising functions relating to the management of the business or affairs of the Club under a management contract entered into in conformity with clause 5 of the Accountability Code.
- (n) The Club must at all times in all respects be conducted in good faith as a club.
- (o) An Employee (whether or not they are a member) must not vote at any meeting of the members or of the Board or at any election of the Board, or nominate anyone for or hold office as a member of the Board.
- (p) Voting by proxy is not permitted at any meeting of members or at any meeting of the Board or any Club committee or in any election of the members of the Board.
- (q) Without limiting the other provisions of this Constitution, the Club must comply with the ClubsNSW Gaming Code of Practice and the ClubsNSW Club Governance Code of Practice, (or any replacement or similar industry code, however named) and do anything necessary or reasonably required for compliance or to better secure compliance.

4. Replaceable Rules

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

Sections	Replaceable Rule
Directors	
198B	Negotiable instruments
203A	Director may resign by giving written notice
Company Secretary	

Constitution of Jervis Bay Community & Sports Club Ltd

Sections	Replaceable Rule
204F	Terms of office determined by directors
Inspection of Books	
247D	Company or directors may allow member to inspect books
Directors' Meetings	
248A	Circulating resolutions
248G	Passing of directors' resolutions
Meetings of members	
250G	Objections to right to vote
250M	When and how polls must be taken

5. Application of income and property

- (a) The income and property of the Club must be applied solely toward the promotion of the objects of the Club as set out in this Constitution. No portion of the income or property of the Club is to be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or among the members. Not least, the Club must not employ any director, and no director is entitled to receive any fee or other remuneration for acting as a director.
- (b) Nothing in Rule 5(a) prevents:
- (i) the payment in good faith of reasonable and proper remuneration to any employed officer or other employee;
 - (ii) payment in good faith of reasonable and proper remuneration to a member in return for services actually rendered;
 - (iii) the payment of an honorarium in respect of services rendered;
 - (iv) reimbursement of out-of-pocket expenses;
 - (v) payment of interest on money lent to or otherwise owing by the Club;
 - (vi) payment for sale or hire of goods or payment of rent for premises let to the Club;
or
 - (vii) payment for any service rendered or goods supplied to the Club in the ordinary course of its operations,

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

PART 2 – MEMBERSHIP

6. Members

6.1 Restrictions on membership

- (a) A person must not be admitted to membership except in accordance with the provisions in this Rule 6 and in a class of membership specified in Rule 6.2.
- (b) All classes of membership are open to both males and females.

Constitution of Jervis Bay Community & Sports Club Ltd

- (c) No person under the age of 18 years (except in the case of Junior members) may be admitted to membership.

6.2 Classes of members

- (a) The classes of Full members are:
 - (i) Life members;
 - (ii) Ordinary members;
 - (iii) Employee members;
 - (iv) Junior members; and
 - (v) any New Class - see Rule 6.14(b).
- (b) The other classes of members, with limited rights, are:
 - (i) Honorary members;
 - (ii) Provisional members; and
 - (iii) Temporary members.
- (c) The number of Full members entitled to vote at the election of the Board must at all times constitute no less than 50% of the total number of Full members at any time. The Club must monitor the membership and ensure that new members are not elected where that would breach that restriction.

6.3 Membership eligibility

- (a) To be eligible for admission as a member in any Full membership class (and subject to the other provisions of this Constitution regarding the election of Life members), a person must:
 - (i) (except in the case of Junior members) be least 18 years old;
 - (ii) be of good character and repute;
 - (iii) pay any applicable entrance fee and the relevant current annual subscription amount; and
 - (iv) meet any other qualification, if any, stipulated in this Constitution for the particular class of membership.
- (b) Rule 6.11 (Provisional Members) applies.

6.4 Continuation of membership

A member's membership of the Club continues indefinitely until terminated, or otherwise ceasing, pursuant to the other provisions of this constitution.

6.5 Ordinary members

- (a) The members at the date of incorporation, are Ordinary members.
- (b) (By the operation of section 17AN of the RCA and if the de-amalgamation of SGBCC anticipated by the Club's objects, is completed), from the date of completion of that de-

Constitution of Jervis Bay Community & Sports Club Ltd

amalgamation, each person who at that date is a current financial member of SGBCC who either:

- (i) was a Full member of the CG (within the meaning of the RCA) at the time of the completion of the amalgamation of that club with SGBCC; or
- (ii) subsequently became a member of SGBCC but only in relation to the former premises of VGC,

is also an Ordinary member (unless they have indicated that they do not consent to that).

- (c) The other Ordinary members are those persons who have:
 - (i) applied to be an Ordinary member in accordance with Rule 7.1;
 - (ii) satisfied any other eligibility criteria for membership in accordance with this constitution and any applicable law; and
 - (iii) been elected to Ordinary membership.

6.6 Employee members

- (a) Any employee of the Club may be elected as an Employee Member, with their consent.
- (b) an Employee Member is:
 - (i) not entitled to notice of any meeting of members, not entitled to vote in any election of directors or at any meeting of members, not entitled to stand for election to the Board, and not entitled to attend or speak at any meeting of members except by the invitation of the meeting
 - (ii) subject to the provisions of this Constitution;
 - (iii) not a member for life; and
 - (iv) required to pay annual subscriptions (if any) as prescribed by the Board.
- (c) The Club must transfer a person who is Full member (other than a Life Member), to Employee membership if they become an Employee.
- (d) The Club may transfer a person who is an Employee member to Ordinary Membership if they cease to be an Employee.

6.7 Junior members

- (a) Junior members are those persons who have:
 - (i) are under the age of 18 years;
 - (ii) applied to be a Junior member in accordance with Rule 7.1;
 - (iii) provided written consent from a parent or guardian who is themselves a Full Member, to the person becoming a Junior member;
 - (iv) satisfied the Board that they will, if elected to Junior membership, take an active part in regular sporting activities organised by the Club;

Constitution of Jervis Bay Community & Sports Club Ltd

- (v) satisfied any other eligibility criteria for junior membership in accordance with this constitution and any applicable law; and
 - (vi) been elected to Junior membership.
- (b) A Junior Member is:
- (i) required to take an active part in regular sporting activities organised by the Club;
 - (ii) not entitled to notice of any meeting of members or to attend, speak at or vote at any meeting of members; or to vote in any election of directors or stand for election to the Board;
 - (iii) only permitted to use those parts of the RCA Premises of the Club for which a authorisation under sections 22 or 22A of the RCA is in force (and only in accordance with any such authorisation) but must not be served with or consume alcohol within any Club premises;
 - (iv) not entitled to the other privileges of membership except those that the Board may determine from time to time to be available to Junior Members; and
 - (v) required to pay annual subscriptions (if any) as prescribed by the Board from time to time.
- (c) A Junior Member at midnight at the start of the day on which they attain the age of 18 years automatically becomes an Ordinary Member, unless they have notified to the Club that they elect not to. They are not liable to pay any Ordinary Member subscription (if any) until the expiry of the period for which they had paid a junior member subscription.

6.8 Life members

- (a) Any person who becomes a member of the Club either on incorporation or as a consequence of a de-amalgamation with SGBCC, and who was a Life member of VGC or is a Life member of SGBCC, is a Life member.
- (b) In addition, any person who has rendered exceptional and outstanding service to the Club, may be elected to Life membership by a resolution carried by three quarters of those members present and voting at a General Meeting of the members either:
 - (i) on the recommendation by either the Board,
 - (ii) where Board, prior to the convening of the particular General Meeting, has received a recommendation in writing signed by ten Full members (any such recommendation must be for a single candidate; and the Board must put any such recommendation that is received, to the next General Meeting).
- (c) No more than two Life members may be elected in any one calendar year. Where there are multiple recommendations for Life membership, the recommendations are put to vote at the particular General Meeting in the order in which made or received (if multiple recommendations are received by the Board, then the voting order for those recommendations is to be determined by drawing lots prior to the issue of the notice of meeting).
- (d) Subject to and without limiting any other provision of this Constitution, a Life member is:
 - (i) a member for life; and

Constitution of Jervis Bay Community & Sports Club Ltd

- (ii) not required to pay annual subscriptions (but without any entitlement to a refund of any annual subscriptions previously paid and not exempted from other payments that are required of members in relation to the enjoyment of and participation in, the facilities and benefits provided by the Club).

6.9 Honorary Members

- (a) The Board may, in its sole discretion, confer the status of Honorary member for a membership year to 30 June in any year, on any person:
 - (i) holding office as a patron of the Club; or
 - (ii) who is a prominent citizen or local dignitary visiting the Club; or
- (b) The Club is not an RSL or services club within the meaning of section 30A(4) of the RCA.
- (c) If a person is taken to be admitted as an Honorary member of the Club under Rule 6.9(b) that person must still sign the Club's register of temporary members and record their full name, address and record the basis on which they are deemed to be an Honorary member.
- (d) When Honorary membership is conferred on any person (otherwise than under Rule 6.9(b)), the following particulars must be entered in the Club's Register of Honorary Members:
 - (i) the name in full of the Honorary member;
 - (ii) the residential address of the Honorary member;
 - (iii) the date on which Honorary membership is conferred;
 - (iv) the date on which Honorary membership is to cease.
- (e) An Honorary Member is:
 - (i) not entitled to notice of any General Meeting of members;
 - (ii) not entitled to stand for election to the Board or to nominate anyone for election to the Board;
 - (iii) not entitled to attend, speak at or vote at any General Meeting of members except by the invitation of the meeting;
 - (iv) not entitled to participate in or vote in any election of Board members;
 - (v) subject to the provisions of this Constitution; and
 - (vi) not required to pay annual subscriptions.

6.10 Temporary members

- (a) The Club may admit as a Temporary member, in accordance with procedures established by the Board from time to time, any person who is aged 18 or over and who:
 - (i) is visiting any premises of the Club and whose permanent place of residence is not less than five kilometres from those premises or such lesser or greater distance as may be determined from time to time by the Board; or

Constitution of Jervis Bay Community & Sports Club Ltd

- (ii) is a member of another registered club which other club has objects similar to those of the Club; or
 - (iii) is a full member (as defined in the RCA) of any other registered club or of an interstate club within the meaning of section 30(13) of the RCA, being a person who, at the invitation of the Board or a Full member, attends on any day at any premises of the Club for the purpose of participating in an organised sport or competition to be conducted by the Club on that day, from the time on that day when the person so attends the Club's premises until the end of that day; or
 - (iv) is an interstate or overseas visitor.
- (b) The Club may admit a person as a Temporary member for a period of up to, but not exceeding, seven consecutive days or such longer period as the Authority may approve in writing in relation to the Club.
- (c) A Temporary member must record the following details in the Club's Register of Temporary Members on every day he or she attends at the premises of the Club:
- (i) full name;
 - (ii) residential address;
 - (iii) the date; and
 - (iv) the Temporary member's signature

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

- (d) Temporary members are only entitled to use the facilities and amenities of the Club as and to the extent determined by the Board use from time to time.
- (e) The Board, the CEO or any person acting with the authority of the CEO may at any time terminate a person's Temporary membership without notice and without being required to give any reason. A person whose Temporary membership is terminated, if on the Club's premises, must immediately leave the Club's premises.
- (f) A Temporary member is:
- (i) not entitled to notice of any General Meeting of members;
 - (ii) not entitled to stand for election to the Board or to nominate anyone for election to the Board;
 - (iii) not entitled to attend, speak at or vote at any General Meeting of members except by the invitation of the meeting;
 - (iv) not entitled to participate in or vote in any election of Board members;
 - (v) subject to the provisions of this Constitution;
 - (vi) not entitled to introduce a guest to the club unless permitted by management and the guest is a minor accompanying the Temporary member; and
 - (vii) not required to pay annual subscriptions.

Constitution of Jervis Bay Community & Sports Club Ltd

6.11 Provisional Members

- (a) A Provisional member is a person who:
 - (i) has applied for admission as a Full member of the Club;
 - (ii) has paid the appropriate entrance fee (if any) and annual subscription;
 - (iii) has been notified by the Club of their admission as a Provisional member (pending a decision on their application) – that notification may be by any means chosen by the Club; and
 - (iv) is awaiting a decision on the application and has not had the application refused.
- (b) Provisional members are only entitled to the privileges of membership as determined by the Board from time to time.
- (c) A Provisional member ceases to be a Provisional member on the date:
 - (i) the person is admitted as a Full member;
 - (ii) the person's application for membership is refused;
 - (iii) the Board in its discretion, or the CEO in his discretion, cancels their Provisional membership – in which case the person, if on the Club's premises, must immediately leave the Club's premises; or
 - (iv) that is six weeks (or such other period as determined by the Board from time to time) from the date of the person's application to be a Provisional member,whichever is earlier.
- (d) A Provisional member may be issued a provisional membership card. For the avoidance of doubt, this membership card does not imply any additional, or vary any, rights or privileges of the Provisional member. A Provisional member must immediately return the provisional membership card to the Club if they cease to be a Provisional member without being admitted as a Full member.
- (e) A Provisional member is:
 - (i) not entitled to notice of any General Meeting of members;
 - (ii) not entitled to stand for election to the Board or to nominate anyone for election to the Board;
 - (iii) not entitled to attend, speak at or vote at any General Meeting of members except by the invitation of the meeting;
 - (iv) not entitled to participate in or vote in any election of Board members; and
 - (v) subject to the provisions of this Constitution.

6.12 Members' rights

- (a) The following provisions are subject to and do not limit the other provisions of this Constitution.
- (b) The rights of members in relation to the nomination, election and appointment of directors, as set out in the Board and Board Elections Regulations in Attachment 2.

Constitution of Jervis Bay Community & Sports Club Ltd

- (c) The rights of members to receive notice of and to attend, speak and vote at, at an annual or other General Meeting of the Club, as set out in Rule 21.3.
- (d) Rule 38 regulates voting on a special resolution to amend this Constitution.
- (e) A member who is unfinancial or suspended may not:
 - (i) be elected or continue as a member or officer of any Club committee or Sub Club; or
 - (ii) exercise any right or receive any benefit or privilege, as a member or officer of any Club committee or Sub Club,for so long as they remain unfinancial or suspended.

6.13 Transfer of Membership

The Board or the election committee nominated by the Board at its discretion and on its terms may, on the written application of a Full Member, transfer that member from any class of Full membership to another class of Full membership. The Board is not obliged to give any reason for rejecting an application for transfer of membership.

6.14 Amalgamations

(a) Application

The provisions of this Rule 6.14 apply whenever the Club completes an amalgamation with another registered club (**Dissolving Club**) in conformity with the provisions of the RCA and the Liquor Act.

(b) New Class of membership

The Board by resolution must create a new membership class with a name signifying an historical connection with the Dissolving Club (**the New Class**). The New Class will be referred to by the name chosen by the Board. Members in that class have the same rights and entitlements and are subject to the same restrictions and limitations, as Associate members and are regarded as Associate members for the general purpose of these Rules – except in a particular case where they are qualified to be and are admitted as an Ordinary member.

(c) Recognition of members

Each member of the Dissolving Club who is not already a member of the Club and who is a financial full member of the Dissolving Club within the meaning of the RCA on the date of the completion of the amalgamation between the Dissolving Club and the Club:

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

I.....*of*.....
(print name and address)

.....*of*.....
(Member No.) (Name of Dissolving Club)

agree to be a member of Jervis Bay Community & Sports Club Limited and agree to be bound by the Constitution of that Club.

Constitution of Jervis Bay Community & Sports Club Ltd

Date:

Signature:

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

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

- (ii) if they were formerly a life member of the Dissolving Club, may be so identified in the Club's records but they are not thus entitled to Life membership of the Club.

7. Admission as a member

7.1 Membership Application

- (a) A person may apply to become a member by completing and signing the form of application prescribed for that purpose from time to time by the Board and providing:
- (i) such photographic and other personal identification materials, and
 - (ii) a Personal Email Address, and
 - (iii) any further information or document as required from time to time by the Board.

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

- (b) The Board may require or permit:
- (i) an application for membership to be made online (including with electronic signing and the provision of any document or information required by the Club, electronically), and
 - (ii) (without limiting the previous provision), lodgement of a membership application electronically.
- (c) The CEO and any employee so authorised by the CEO, may exempt an applicant from the obligation to provide a Personal Email Address, for any period of time and may withdraw the exemption at any time.

7.2 Consideration of Application

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

Constitution of Jervis Bay Community & Sports Club Ltd

7.3 Election of Full Members

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

8. Fees

8.1 Membership fees

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

8.2 Entrance fees

- (a) Entrance fees are set by the Board from time to time for admission to Full membership.
- (b) Any entrance fees are payable in the manner specified by the Board from time to time and are due and payable at the time a person applies to be a member, or at such other times as may be specified by the Board from time to time.
- (c) The Board may from time to time either generally or in an individual case, suspend the payment of entrance fees or reduce the entrance fees payable by a candidate or a class of candidates.

8.3 Annual subscriptions

- (a) The annual subscription payable by each Full member must not be less than any minimum set by the RCA and must be payable annually or by monthly, quarterly or half-yearly instalments, and in advance, or for more than one year in advance, as determined and approved by the Board.
- (b) The Board may rebate the initial annual subscription payable by a new member in proportion to the number of whole months less than one year up to date when the next annual subscription will fall due. The actual amount payable must not be reduced below any minimum set by the RCA.

Constitution of Jervis Bay Community & Sports Club Ltd

- (c) The Board from time to time may prescribe different membership subscription years for different classes or categories or characteristics of members (such as a subscription year based on the date that a member is elected to membership as recorded in the Club's Register of Members). However, unless a different subscription year is prescribed, the membership subscription year for all classes and categories of membership is each year commencing from 1 July.
- (d) Each member must pay any amount due in respect of their annual subscription within two months of the start of their subscription membership year or other due date, as the case requires.
- (e) The Club may forward notice to a member to advise that their annual subscription is due or falling due, but is not obliged to do so.
- (f) The Board may set special rates of annual subscriptions and special payment conditions for members who are absent from New South Wales or who reside outside New South Wales, subject to any minimum annual subscription (if any) set by the RCA. This provision does not limit the other provisions of this Rule 8.3.

8.4 Unfinancial members and termination of membership

- (a) A member is unfinancial if they do not pay an entrance fee or an annual subscription by the due date.
- (b) The Board or any Club executive acting under a general authorisation from the Board may, if the member continues to be unfinancial after two months from the relevant due date and after having been given notice of the amount payable:
 - (i) suspend the member from any or all privileges of membership for so long as the member remains unfinancial; or
 - (ii) terminate the member's membership.
- (c) This Rule does not affect any other right or remedy of the Club, or any other provision of this Constitution, in relation to a member who is unfinancial.
- (d) If a membership is terminated under this Rule:
 - (i) the Club must update the Register of Members accordingly with details of the date and to record "unfinancial" as the reason for the termination;
 - (ii) the recording of the termination of the membership in that Register is sufficient and conclusive evidence of the due termination of that membership except where the contrary is proved;
 - (iii) the club must notify the person concerned; and
 - (iv) the Club may later correct the Register if the club is reasonably satisfied that a correction is appropriate.
- (e) The provisions of the Disciplinary Code do not apply to the termination of a membership under this Rule.
- (f) If a person has had their membership terminated under this Rule, they are not disqualified from re-applying for membership but they must re-apply if they wish to be re-admitted.
- (g) While a member is unfinancial, they:

Constitution of Jervis Bay Community & Sports Club Ltd

- (i) may not take part in any activity, competition, game or match organised by or within the Club or a sub club or representing the Club or a sub club, even if the person has otherwise qualified for or paid any fee in relation to the competition, game or match;
 - (ii) may not attend at the premises or use any of the facilities of the Club;
 - (iii) may not attend, speak at, or vote at any meeting of the members, the Club or any Sub Club;
 - (iv) are not entitled to notice of any meeting of members;
 - (v) if a director, are not entitled to participate in any Board meeting;
 - (vi) nominate or be elected or appointed to the Board or any committee of the Board or any Sub Club;
 - (vii) vote in the election of the Board or any committee of a Sub Club; or
 - (viii) propose or second any member for any office of the Club or any sub club.
- (h) The Club in its absolute discretion may refuse to allow a member who he is or was unfinancial to participate in or accrue or receive any benefit under any Club programme, scheme or promotion in respect of periods when the member is or was unfinancial.

8.5 Life members not required to pay further fees

- (a) Life Members are not required to pay further entrance fees or annual subscriptions after their admission as a Life member. This Rule does not excuse payment by Life Members of fees such as fees in relation to membership promotions, participation in Club activities and for joining Sub Clubs.
- (b) A Life member not entitled to any refund of annual subscriptions previously paid.

9. Member categories

Subject to compliance with section 10(1)(i) of the RCA and with the requirements of anti-discrimination legislation, the Club may create and recognise different categories of membership within a class of members, with entitlement to different benefits and rights in relation to the use of Club facilities, and to participation in Club activities, and subject to differing requirements for payments for such use or participation – such as but not limited to differential rights in relation to the use of any golfing facility provided by the Club from time to time.

10. Members' Code of Conduct

- (a) Each member at all times must comply with the letter and spirit of any Members' Code of Conduct adopted by the Board by By-law, as amended from time to time.
- (b) Any Code of Conduct must stipulate expectations and constraints on member behaviour consistent with the statutory obligations of the Club, and the safety of members and their better enjoyment of Club amenities.
- (c) The provisions of the Code must and do not constrain the entitlement of members to respectfully express public concerns regarding Club administration or the conduct of Directors, in so far as those expressions are not intimidatory, defamatory, abusive or unlawful.

Constitution of Jervis Bay Community & Sports Club Ltd

- (d) The Club has the rights and powers set out in any such Code.
- (e) The provisions of any such Code operate as a By-law and like any other By-law, may be repealed or varied by resolution of the Board.
- (f) Any such Code is binding on members and also records the Club's expectations of other patrons who use any of the Club's premises or facilities.
- (g) Any such Code is for the benefit of the Club and no individual member or other patron has any right to make any claim under or in connection with that Code or to personally seek to enforce that Code.

11. Disciplinary Code

- (a) The Disciplinary Code set out in Attachment 1 of this Constitution, applies – including the provisions set out there in relation to exclusion, expulsion, suspension and termination of membership.
- (b) The Club will follow, has the rights and powers set out in, that Code.
- (c) The provisions of that Code operate as part of this Constitution and may only be amended in the same manner as in the other part of this Constitution.

12. Resignation of membership

- (a) A member may, at any time, terminate their membership and resign from membership of the Club by:
 - (i) giving the CEO written notice of such resignation; or
 - (ii) any other statement or act that in the reasonable opinion of the CEO or the Board or a disciplinary committee signifies that the member intends to resign.
- (b) Such resignation takes effect immediately.

13. Employees, former employees and Employee members

- (a) Despite anything elsewhere in this Constitution a member who is an employee or former employee (whether or not they are or have been an Employee member) may not:
 - (i) vote at any meeting of the members of the Club or at any meeting of a Sub Club of the Club;
 - (ii) be elected or appointed as a director, or nominate a candidate for election as a director, or
 - (iii) be elected or appointed as a member of any committee of the Club or of the governing body of any Sub Club within the Club, or nominate a candidate for election to any such position.
- (b) However, the Board by a resolution supported by not less than five directors, may partially or completely waive any of the restrictions in this Rule 13, in the case of a particular former employee where in the opinion of the Board the circumstances warrant.

14. Honorary and Provisional members - termination of membership

- (a) The Club may terminate the membership of an Honorary member at any time as the Club sees fit without notice and without giving any reason. The provisions of the Disciplinary Code do not apply.

Constitution of Jervis Bay Community & Sports Club Ltd

- (b) The Club may terminate the membership of a Provisional member at any time as the Club sees fit without notice and without being required to give any reason. The provisions of the Disciplinary Code do not apply. A Provisional member whose membership is terminated by the Club and who has paid an entrance fee or annual subscription when applying for membership is not entitled to any refund.

15. Termination of membership

A person ceasing to be a member (including a member, Provisional or otherwise, whose membership is terminated, who resigns or who has died):

- (a) is not entitled to any refund (or part refund) of any entrance fees or annual subscriptions paid;
- (b) loses any entitlement to any benefit (including any benefit of the type described in Rule 45), privilege, discount, points or rewards (accrued or accruing) due to that person;
- (c) continues to be liable for any entrance fees, annual subscriptions and all arrears due and unpaid at the date of cessation of membership and for all other moneys due by that person to the Club immediately prior to the person ceasing to be a member, except to the extent the Board in its absolute discretion decides otherwise;
- (d) if the cessation of membership results from an action by the Club pursuant to this Constitution, the Club may but is not obliged to notify the former member and may but is not obliged to keep a record of the details of the former member; and
- (e) the former member must surrender, and the Club is entitled to confiscate any relevant Club membership card or badge or other indicia of membership and any rewards card, access card, security pass or the like, and any other property of the Club in their position.

16. Member identification

- (a) Members may be issued with a Club Identification Card (**ID Card**) called by the name chosen by the Board, on becoming a member. At the discretion of the Board, ID Cards may be exclusively digital or may be both digital and physical.
- (b) A member must carry that ID Card with them when present on Club premises. A member must show their ID Card if requested by the CEO, any Club employee or any member of the Board.
- (c) A member must submit to having their photograph taken when and as reasonably required by the Club for the purposes of the Club's records or for the purposes of any ID Card, including if and when the Club reasonably requires an updated photograph.
- (d) Without limiting the previous provisions, each member must also provide such other identification including photo identification and verification of age, as the Club may reasonably require from time to time including when seeking entry to or on any Club premises.

17. Player Reward Schemes; Stored Value Cards; Player Cards

- (a) The Club may offer player reward schemes within the meaning of section 45 of the Gaming Machines Act, in which case the Club must comply with all legal requirements from time to time applicable in relation to the operation of such a scheme.
- (b) Members from time to time may be issued with either or both:

Constitution of Jervis Bay Community & Sports Club Ltd

- (i) a player card in connection with a player reward scheme (being either an account card or a Smartcard within the meaning of the Gaming Machines Act), or
- (ii) a similar card that is not (or not exclusively) in relation to a player reward scheme that provides for recognition of stored value or other recognition of information and credit (which may be in connection with some form of digital wallet system or scheme offered or recognised by the Club)

(each, a **Player Card**, but for which the club may use another name or other names from time to time).

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

18. Patron

- (a) The members at an Annual General Meeting may appoint one or more patrons from time to time upon recommendation being made by the Board to the meeting, for the period until the next annual meeting or until the Board resolves to terminate their patronage.
- (b) Subject to the other provisions of this Constitution, any patron so appointed (if not already a member of the Club) by virtue of being appointed, becomes an Honorary Member for so long as they continue to hold that appointment.

19. Guests

- (a) Subject to Rule 19(b), all members may introduce guests to the premises of the Club, subject always to compliance with the requirements of the RCA and any other relevant legislation and also compliance with the provisions of this Constitution.
- (b) A Temporary Member may only introduce as a guest to the Club's premises any person who is a minor:
 - (i) who, at all times while on the Club's premises, remains in their company and immediate presence;
 - (ii) who does not remain on the Club premises any longer than that Temporary Member; and
 - (iii) in relation to whom the Temporary Member is a "responsible adult" within the meaning of the RCA.

Constitution of Jervis Bay Community & Sports Club Ltd

- (c) Minors who are guests of a Temporary Member must not be entered into the Club's Register of Guests and are only permitted in the non-restricted areas of the Club's RCA Premises. However, any Temporary Member may be required by the CEO or any other executive of the Club or person authorised by the CEO, to provide details of any minor introduced as a guest by that Temporary Member.
- (d) Other members who have introduced a guest must ensure for each of their guests that while the guest is at the Club's premises:
 - (i) the guest's name and address (unless the guest is a minor), countersigned by the member, are entered in the Club's Register of Guests;
 - (ii) the Guest remains in the reasonable company of the member at all times.
- (e) Members must ensure that their guests do not remain on the Club's premises any longer than the member.
- (f) Members must not introduce any person as a guest who the Club has prohibited from entry, is not a proper person to be a guest of the Club, or who has ever had their membership terminated, who has been expelled from the Club for misconduct or non-payment of any entrance fee or subscription, who has been suspended, or who is currently under suspension.
- (g) The CEO or any other Club executive or any other person authorised by the CEO, may refuse a person admission to the Club's premises as a guest and may require any guest at the Club's premises to immediately leave the premises, at any time without prior notice and without being required to give reasons.
- (h) A member is responsible for the conduct of their guests introduced to the Club's premises, for so long as each of their guests are on or in the vicinity of the Club's premises. Without limiting those general words, a member is responsible for ensuring that any person whom the member seeks to introduce as a guest, or whom the member introduced as a guest, to the Club's premises, acts in conformity with directions given by the CEO or any other authorised person.
- (i) If a person has been entered in the Register of Guests on a particular day as the guest of a member, he or she does not have to make another entry in the Register of Guests upon subsequent re-entry to the Club's premises on that day as the guest of that member.
- (j) The Board may make By-laws in relation to the number and frequency of guests that a member may introduce to the Club and the terms and conditions on which guests may be admitted to the Club.

PART 3 – MEETINGS

20. Annual General Meetings

20.1 Convening AGMs

The Club must hold an Annual General Meeting (**AGM**) each calendar year and within five months of the end of the Club's financial year (or such other time as permitted under the Corporations Act), at a time and place and in a manner set by the Board in conformity with the other provisions of this Constitution in relation to the holding of meetings.

Constitution of Jervis Bay Community & Sports Club Ltd

20.2 Questions at an Annual General Meeting

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

20.3 Questions for the auditor at an Annual General Meeting

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

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

20.4 Business of an Annual General Meeting

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

- (a) receipt and consideration of the annual financial report, directors' report and auditor's report;
- (b) election of directors (if applicable); and
- (c) to appoint an auditor in the event there is a vacancy.

21. General Meetings

21.1 Convening General Meetings

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

Constitution of Jervis Bay Community & Sports Club Ltd

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

21.2 Notice of a General Meeting

- (a) The Club must give notice of any General Meeting to each member entitled to such notice and to the Club's auditor, in conformity with the requirements of the Corporations Act.
- (b) A member may waive their right to receive notices of General Meeting, by notice in writing to the Club to that effect.

21.3 Right to attend an annual or other General Meeting

The members entitled to receive notice of and to attend, speak and vote at an annual or other General Meeting of the Club are those who at the time of the notice or meeting respectively are:

- (a) Life members; and
- (b) financial Ordinary members (excluding any member then under suspension).

21.4 Auditors

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

21.5 Chair of the General Meeting

Each General Meeting must be chaired by:

- (a) the Chairperson, if the Chairperson is willing to act, able to act, and present within 15 minutes after the time appointed for holding the meeting; or failing that
- (b) the Vice Chairperson, if the Vice Chairperson is present, willing to act, and able to act; or failing that
- (c) any director selected by the Board, if that director is present and willing to act, and able to act; or failing that
- (d) a member elected by the other members who are at the meeting.

21.6 Admission to and conduct at a General Meeting

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

21.7 Quorum for a General Meeting

- (a) A quorum must be present in order for a meeting to commence or continue.

Constitution of Jervis Bay Community & Sports Club Ltd

- (b) The quorum for a General Meeting is:
 - (i) if the General Meeting is convened by the Board, 10 members who are entitled to vote at the meeting; or
 - (ii) if the General Meeting has been convened at the request of members, 200 members who are entitled to vote at the meeting.

21.8 Cancellation or postponement of a General Meeting

- (a) Subject to the Corporations Act and the other provisions of this Constitution, the Board may cancel a General Meeting:
 - (i) convened by the Board at any time; or
 - (ii) which has been convened by the Board pursuant to a request from members in accordance with Rule 21.1(b), when the Club receives a written notice withdrawing the relevant request signed by such number of those members that exceeds 50% of the requesting members or 50, whichever is less.
- (b) If within 15 minutes from the time appointed for a General Meeting a quorum is not present the meeting if convened on the requisition of members is dissolved. In any other case, the meeting stands adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board may determine but the adjournment must not exceed 30 days. If at an adjourned meeting a quorum is not present the members who are present and entitled to vote are a quorum and may transact the business for which the meeting was called.
- (c) Subject to the Corporations Act, the RCA and the other provisions of this Constitution, the Board may postpone, cancel or change the venue for a General Meeting by giving notice not later than five days before the time at which the meeting was to be held, to each person who is entitled to receive the original notice of meeting. A notice postponing or changing the venue for a General Meeting must specify the date, time and place of the meeting.

21.9 Adjournment

- (a) The Chair may with the consent of a General Meeting at which a quorum is present (and must if so directed by the meeting) adjourn the meeting from time to time and from place to place.
- (b) An adjourned meeting must not transact any business other than business left unfinished at the meeting from which the adjournment took place.
- (c) A resolution passed at an adjourned meeting is for all purposes treated as having been passed at the date on which it was actually passed and not an earlier date.
- (d) It is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (e) If an adjourned meeting is not completed within 30 days from the date for which the meeting was originally convened, notice of the adjourned meeting must be given as in the case of an original meeting.

21.10 Minutes

Minutes of all resolutions and proceedings at General Meetings must be prepared, signed in accordance with law and stored within one month of the meeting. Any such minutes must be signed by the Chair of the meeting to which it relates or by the Chair of the next succeeding

Constitution of Jervis Bay Community & Sports Club Ltd

meeting and, if purporting to be so signed, are prima facie evidence of the proceedings to which they relate. Minutes of General Meetings must be presented at the next General Meeting and Members must be offered the opportunity to raise points of order regarding perceived errors.

21.11 Annual Reports

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

21.12 Meeting Standing Orders

- (a) The Board by By-law may adopt Meeting Standing Orders that apply for the conduct of General Meetings.
- (b) However, the Chair at a meeting has a discretion to relax or vary the Meeting Standing Orders from time to time in order to better ensure the reasonable, fair and orderly conduct of a meeting.
- (c) The Chair at a General Meeting has the rights and powers set out in those standing orders.

21.13 Financial year

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

PART 4 – BOARD AND ELECTIONS

22. Regulation of the composition of the Board; Board elections

- (a) The Board and Board Elections Regulations set out in Attachment 2 of this Constitution, apply.
- (b) The Board and Board Elections Regulations can only be amended, varied or replaced in the same manner as any other provision of this Constitution.
- (c) Further provisions particularly relevant to directors, also appear in the following Part of this Constitution.

PART 5 – BOARD GOVERNANCE

23. Responsibility of the Board

- (a) At all times the management of the business and affairs of the Club is and must remain the responsibility of the Board, as required by section 30(1)(a) of the RCA, and the following provisions remain subject to that paramount requirement and obligation.
- (b) The Board is responsible for the management of the undertakings, business and affairs of the Club.
- (c) **The Board is accountable to members for administration of the Club in compliance with this Constitution and by laws in so far that this obligation is consistent with the Board's statutory obligations.**

Constitution of Jervis Bay Community & Sports Club Ltd

- (d) An individual director may not exercise any of the Board's powers except if and as authorised by due resolution of the Board.

24. Powers of the Board

- (a) The Board by due resolution may exercise the powers and do all such acts and things as the Club is by law or this Constitution authorised to exercise and do and which are not by law or this Constitution required to be exercised or done by the Club in General Meeting, subject to the other provisions of this Constitution.
- (b) In particular, but without limiting the provisions of Rule 34 in relation to the position of the CEO and also without limiting the Board's powers, the Board has power from time to time:
 - (i) to delegate any of its powers (other than this power of delegation) to committees consisting of such persons as the Board determines (being either directors or members, or employees of the Club), as the Board thinks fit from time to time and to revoke any such delegation;
 - (ii) to exercise the power of delegation in section 198D(1) of the Corporations Act;
 - (iii) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club and also to compound or allow time for payment and satisfaction of any debts due to any claims or demands by or against the Club and to refer any claims or demands by or against the Club to arbitration and to observe and perform the award;
 - (iv) to determine who is entitled to sign or endorse on the Club's behalf contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments;
 - (v) to appoint, and to determine the duties and the limits on the powers and authority of the CEO and to determine the remuneration and terms of employment of the CEO;
 - (vi) to engage, appoint, control, remove, discharge, suspend and dismiss managers, officers, representatives, agents and servants or other employees in respect to permanent, temporary or special services as it may from time to time think fit and to determine the duties, pay, salary, emoluments or other remuneration and to determine with or without compensation any contract for service or otherwise.
 - (vii) to fix the maximum number of persons who may be admitted to each class of membership of the Club;
 - (viii) to create and authorise Sub Clubs and committees for the conduct, management and control of all or any games or sporting or other activities in which the Club from time to time is engaged or interested and to define and:
 - (A) limit the persons eligible for membership of all or any such Sub Clubs and committees, and
 - (B) to fix or approve any supplementary subscription or any charge for membership of such Sub Clubs and committees or any of them, and
 - (C) from time to time to terminate and dissolve any such Sub Club or committee or to reconstitute the same on a similar or different basis;

Constitution of Jervis Bay Community & Sports Club Ltd

- (ix) to set the entrance fees, subscriptions and other fees, charges and levies payable by members;
- (x) to impose any restrictions or limitations on the rights and privileges of members relating to their use of Club premises or facilities or relating to members' conduct, behaviour and dress while on the premises or involved in Club activities;
- (xi) to recommend the amount of honorarium payable to any director or to any other member in respect of their services rendered to the Board or to any committee of the Club and subject to approval by a General Meeting to pay any such honorarium;
- (xii) to pay or reimburse out-of-pocket expenses that are of a kind authorised by a current resolution of the Board and are reasonably incurred by any director or any other person in the course of carrying out their duties in relation to the Club;
- (xiii) to provisionally appoint an auditor for the Club and set the remuneration of any auditor, subject to the provisions of the Corporations Act;
- (xiv) to purchase or otherwise acquire for the Club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as the Board thinks fit;
- (xv) to secure the fulfilment of any contract or engagement entered into by the Club by mortgaging or charging all or any of the property of the Club as the Board thinks fit;
- (xvi) to invest and deal with any of the moneys of the Club not immediately required for the purposes of the Club in such securities and investments and in such manner as the Board thinks fit and from time to time to vary or realise such securities and investments;
- (xvii) to borrow or secure the payment of any sum or sums of money for the purposes of the Club and raise or secure the payment of such sum or sums in such manner and on such terms and conditions in all respects as the Board thinks fit and in particular by the issue of debentures or debenture stock perpetual or otherwise and either charged upon all or any of the Club's property both present and future or not so charged or by any mortgage, charge or other security upon or over all or any part of the Club's property both present and future: any such debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders; and
- (xviii) to sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels and any property or buildings belonging to the Club and to lease any property of the Club and exchange or sell all or any of the property and buildings or other property or rights to which the Club may be entitled from time to time, subject to any restrictions under the RCA.

24.2 Powers of the Board to make By-laws

- (a) The Board has power to make By-laws not inconsistent with this Constitution which in the Board's opinion are necessary or desirable for the proper control, administration and management of the Club's finances, affairs, interests, effects and property and for the convenience, comfort and well-being of the members, and from time to time to amend or rescind any By-law.
- (b) Without limiting the generality of the Board's power, a By-law may relate to any of the following matters:

Constitution of Jervis Bay Community & Sports Club Ltd

- (i) those matters as the Board is specifically by this Constitution empowered to regulate by By-law;
 - (ii) the general management and control of the trading activities of the Club;
 - (iii) the management and control of the Club's premises;
 - (iv) the activities at the Club's premises and other activities fostered by the Club;
 - (v) the upkeep and control of the Club's property;
 - (vi) the conduct of members and guests;
 - (vii) the privileges enjoyed by members;
 - (viii) the relationship between members and the Club's employees;
 - (ix) the control and regulation of Sub Clubs and committees and the conduct and activities of Sub Clubs; and
 - (x) generally, all those matters as are commonly the subject matter of club constitutions or By-laws or which are not reserved either under the Corporations Act, the RCA or this Constitution for decision by the Club in General Meeting.
- (c) The Board has the power to enforce the observance of all By-laws.
- (d) Any By-law made under this Constitution comes into force on being posted on the Notice Board.

25. Director's conflict of interest

25.1 What interests must directors disclose?

- (a) A director must in accordance with sections 191 and 192 of the Corporations Act disclose at a meeting of the Board as soon as practicable any material personal interest which that director has in a matter that relates to the affairs of the Club.
- (b) A disclosure under paragraph (a) must include details of the nature and extent of the director's material interest and the relation of that interest to the affairs of the Club. The disclosure must be recorded in the minutes of that meeting of the Board.
- (c) Without limiting the application of section 191(2) of the Corporations Act, (b) above does not apply to an interest:
 - (i) which the director has as a member of the Club and which is held in common with the other members of the Club; or
 - (ii) which relates to a contract that insures, or would insure, the director against liabilities the director incurs as an officer of the Club (but only if the contract does not make the Club or a related body corporate the insurer).
- (d) A director who has a material personal interest in a matter that is being considered at a meeting of the Board:
 - (i) must not vote on the matter (or in relation to a proposed resolution under paragraph (e)(i) below in relation to the matter, whether in relation to that or a different director); and

Constitution of Jervis Bay Community & Sports Club Ltd

- (ii) must not be present while the matter (or a proposed resolution of that kind) is being considered at the meeting.
- (e) Paragraph (d) above does not apply if:
 - (i) the Board has passed a resolution that identifies the director, the nature and extent of the director's interest in the matter and its relation to the affairs of the Club, and states that those other directors voting for the resolution are satisfied that the interest should not disqualify the director from voting or being present; or
 - (ii) the Australian Securities and Investments Commission has declared or ordered in accordance with section 196 of the Corporations Act that the director may be present while the matter is being considered at the meeting, vote on the matter, or both be present and vote.
- (f) The Accountability Code also applies if a director discloses an interest in a contract or proposed contract which involves the Club.

25.2 Consequences of a conflict of interest

- (a) A director who in relation to a matter that is to be considered at a meeting of the Board has:
 - (i) a material personal interest, or
 - (ii) an interest that is required to be disclosed under the Accountability Code, or
 - (iii) an interest that under the Club's Director Code of Conduct (if any) that creates a relevant prohibition:
must not:
 - (iv) vote on the matter (or in relation to a proposed resolution under Rule 25.2(b) below in relation to the matter, whether in relation to that or a different director); and
 - (v) must not be present while the matter (or a proposed resolution of that kind) is being considered at a Board meeting, and
 - (vi) must not seek to influence the votes of any other director relation to that matter.
- (b) However, Rule 25.2(a) above does not apply if the participation of the director is then not otherwise contrary to the provisions of the RCA or the Accountability Code and:
 - (i) the Board has passed a resolution that identifies the director, the nature and extent of the director's interest in the matter and its relation to the affairs of the Club, and states that those other directors voting for the resolution are satisfied that the interest should not disqualify the director from voting or being present, or
 - (ii) the Australian Securities and Investments Commission has declared or ordered in accordance with section 196 of the Corporations Act that the director may be present while the matter is being considered at the meeting, vote on the matter, or both be present and vote.

25.3 Other relationships

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

Constitution of Jervis Bay Community & Sports Club Ltd

- (a) a director may be a director or other officer of a body corporate associated with the Club without being accountable to the Club for any remuneration or other benefit received by the director as a director or officer of that body corporate; however, in each such case:
 - (i) the director must first obtain the prior approval of a resolution of the Board that records the nature of the office or interest and of any benefit or remuneration to the director; and
 - (ii) any such resolution must be reported to members in the Club's next annual report;
- (b) the Board may exercise the voting rights conferred by shares in any body corporate held or owned by the Club, as the Board thinks fit in the interests of the Club: this includes voting in favour of any resolution appointing a director of the Club as a director or other officer of that body corporate or voting for the payment of remuneration to the directors or other officers of that body corporate;
- (c) no contract by a director with the Club and no contract or arrangement entered into by or on behalf of the Club in which any director may be in any way interested, is avoided or rendered voidable merely because the director holds office as a director or because of the fiduciary obligations arising out of that office;
- (d) no director contracting with the Club or being interested in any arrangement involving the Club is liable to account to the Club for any profit realised by or under a contract or arrangement of that kind merely because the director holds office as a director or because of the fiduciary obligations arising out of that office.

26. Disclosures by directors and employees; other accountability and transparency obligations

- (a) The Club must maintain a Disclosures Register in compliance with the Accountability Code.
- (b) The Club in addition must keep an appropriate record of all other information that the Club is required by the Accountability Code to make available to members through annual notification.
- (c) The Club must have, implement and keep up to date, an Accountability and Disclosures Protocol for managing matters relevant or potentially relevant to disclosures required to be recorded in the Disclosures Register.
- (d) Each director, Club executive and other Employee, must promptly and duly make, and cooperate in the making by the Club of, all disclosures and returns required under any legislation including the following disclosures required under or for compliance with the Accountability Code:
 - (i) disclosure of interests in contracts (clause 4);
 - (ii) disclosure of any close relative seeking employment with the Club (clause 7);
 - (iii) disclosure of any personal or financial interest in a contract relating to the procurement of goods or services already major capital works of the Club (clause 8)
 - (iv) disclosure of any other material personal interest in a matter relating to the affairs of the Club (clause 8)

Constitution of Jervis Bay Community & Sports Club Ltd

- (v) declaration of financial interests in a hotel situated within 40 km of any of the Club's RCA Premises (clause 8); and
 - (vi) disclosure of any gift or remuneration from any affiliated body of the Club or from any person or body that has entered into a contract with the Club (clause 8).
- (e) The Club must not enter into a contract with a:
- (i) company in which a director or top executive of the Club (within the meaning of the Accountability Code) has a pecuniary interest, or
 - (ii) Director or top executive
- unless the proposed contract is first approved by the Board.
- (f) The Club must not enter into a contract with a:
- (i) close relative of the CEO or of an approved manager of any of the Club's premises, or
 - (ii) Company or body in which the CEO or approved manager, or a close relative of the CEO or an approved manager, has a controlling interest,
- except to the limited extent permitted under clause 4 of the Accountability Code.
- (g) The Club must not enter into a contract for the remuneration by the Club of an employee who falls within the definition of a "top executive" under the RCA, unless the proposed contract has first been approved by the Board.
- (h) The Club must monitor the circumstances of its senior employees and keep aware of whenever an employee becomes a "top executive" within the meaning of the Accountability Code. When that happens then the Club must as soon as practicable, give written notice to that person informing them that he or she is a top executive and has responsibilities accordingly under the Accountability Code.
- (i) The Club must not lend money to a director. The Club also must not lend money to any employee except in conformity with the Accountability Code (including clause 6).
- (j) The Club must not directly or indirectly participate in any offer of inducement for the purpose or provision of goods or services to the Club, in a manner contrary to the RCA (including section 43A) and no director, executive or other Employee may be involved in any conduct in connection with anything that is or would if permitted be a breach of those provisions.
- (k) The Club must not enter into any management contract that is regulated by clause 5 of the Accountability Code, except in strict compliance with the requirements of that provision.

27. Validity of director's appointment

All acts done by a director or by any person acting as a director will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the director or person so acting, or that the directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

Constitution of Jervis Bay Community & Sports Club Ltd

28. Board Charter

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

29. Director Code of Conduct

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

30. Proceedings of the Board

30.1 Proceedings of the Board

- (a) The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it thinks fit but must meet regularly and at least as often as reasonably required in order to maintain appropriate oversight over Club operations, and at least quarterly or as otherwise required by the RCA or other relevant legislation. A record of all directors present and of all resolutions and proceedings of the Board must be entered in a Minute Book provided for that purpose.
- (b) The Chairperson or any two directors may at any time call a meeting of the Board or require the CEO to call a meeting of the Board, by providing not less than 48 hours' notice (except in the case of an emergency when only such notice as is practicable is required and notice may be by phone or email). The CEO must call a meeting of the Board when so requested by the Chairperson or any two directors.
- (c) Subject to anything to the contrary in the Board Charter:
 - (i) each director must provide an email address to the CEO for the purpose of receiving notices of Board meetings, which is noted in the Club's records;
 - (ii) at least 48 hours' notice of a Board meeting must be given to each director by email except in the case of an emergency when only such notice as is practicable is required and the notice may be by phone or email;
 - (iii) a notice of a Board meeting must specify the time, and place of or form of technology for, or both, for the meeting;
 - (iv) a notice of a Board meeting may but need not, include a summary of the business to be transacted at the meeting; and
 - (v) accidental non-receipt of a notice duly sent, or the inability to give notice to a particular director who does not have a current nominated email address, or a failure to give notice to a director on leave of absence approved by a Board resolution, does not invalidate the Board meeting.

Constitution of Jervis Bay Community & Sports Club Ltd

- (d) Subject to this Constitution, questions arising at any meeting of the Board are decided by a majority of votes. If there is a tied vote on a proposed resolution, the chair of the meeting has a second vote in addition to a first vote. There is no presumption or convention that a second, casting vote will be cast either for or against the particular motion.
- (e) A director is not entitled to appoint an alternate director to attend any Board meeting in lieu of the director.

30.2 Who chairs Board meetings?

The Chairperson must take the chair at a meeting of the Board. If the Chairperson is not present, unwilling or unable to act, the Vice Chairperson must take the chair. If the Vice Chairperson is not present, unwilling or unable to act, then a director chosen by the Board at the meeting chairs the meeting.

30.3 What is a quorum for a Board meeting?

- (a) Subject to Rules 30.3(b) and (c) below, the quorum for a Board meeting is – until the first AGM, two directors; and from the first AGM, four directors.
- (b) The Board may from time to time by a resolution where written notice of the wording of the motion for the resolution has been given to each director at least seven days in advance of the meeting by email, resolve that from the time of the resolution, specific business of a particular type specified in the resolution is “special business”.
- (c) Despite Rule 30.3(a) above, the quorum for a Board meeting at any time after the first AGM, whilst considering or voting:
 - (i) on any motion for a resolution that business of a particular type is “special business”;
 - (ii) on any motion for a resolution to rescind a resolution that business of a particular type is “special business”; or
 - (iii) in respect of any matter concerning special business,is five directors.
- (d) No business may be conducted at a Board meeting except when a quorum continues to be present.

30.4 Lack of quorum

Despite Rule 30.3(a), the continuing members of the Board may act despite their number being reduced below the number necessary for a quorum, for the purpose of increasing the number of members of the Board to that number or summoning a General Meeting of the Club, but for no other purpose

30.5 Acting whilst there is a casual vacancy

- (a) The Board may continue to act despite any casual vacancy.
- (b) This provision does not limit Rules 30.3 (Quorum) or 30.4 (Lack of quorum).

30.6 Minutes, accounts, registers and records

- (a) The Board must cause minutes of all proceedings and resolutions of Board meetings and resolutions passed by directors without a meeting (see below) to be recorded and

Constitution of Jervis Bay Community & Sports Club Ltd

entered into books kept for that purpose, within one month after the meeting is held or the resolution is passed.

- (b) Minutes of a meeting must be signed by the chair of the meeting or the chair of the next meeting, no later than one month after the meeting.
- (c) A minute that is recorded and signed in accordance with this Constitution is evidence of the proceeding, or resolutions which it relates, unless the contrary is proved.
- (d) Subject to the Corporations Act, the Board may determine whether and to what extent, and at what time in places and under what conditions, the minute books, accounting records and other documents of the Club or any of them are open to inspection by members other than directors.
- (e) A member other than a director does not have the right to inspect any books, records or documents of the Club except as provided by law or authorised by the Board.
- (f) The Club must establish and administer all registers and other records required to be kept by the Club in accordance with the Corporations Act or of the RCA and each member must provide the Club with such information as is required by the Club to comply with this rule. If an event occurs that causes information contained in a register maintained by the Club to be inaccurate then the member concerned must notify the Club in writing of the change within 21 days.
- (g) Any such register or record is sufficient evidence of the matters shown in the register or record, unless proved incorrect.
- (h) The Club must keep the financial records required by the Corporations Act or the RCA.
- (i) All minutes, accounts, registers and records required to be maintained by the Club may be in either electronic or physical form, or a combination, as is permitted by law.

30.7 Circulating resolutions by directors

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

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

30.8 Technology may be used to assist the Board

- (a) (Without otherwise limiting the other provisions of this Constitution), a director may attend a meeting of the Board using any technology consented to by the majority of the directors. The consent may be a standing one. A director may only withdraw their consent by providing notice to all other directors at least two weeks before the meeting.
- (b) When a director attends a meeting of the Board using technology, the following provisions apply.
 - (i) A meeting of the directors may consist of a conference between directors, some or all of whom are in different places, if each director who participates is able:

Constitution of Jervis Bay Community & Sports Club Ltd

- (A) to hear each of the other participating directors addressing the meeting; and
 - (B) if they wish to address each of the other participating directors, to do so simultaneously.
- (ii) The attendance of a director at a Board meeting by technology can be effected by:
- (A) telephone;
 - (B) video conferencing;
 - (C) internet;
 - (D) other technology (whether or not the technology exists when this provision is adopted) which permits each director to communicate with every other director present at the Board meeting; or
 - (E) any combination of the technologies described in (A) to (D) above.
- (iii) A quorum is present if at least the number of directors required to form a quorum are participating in accordance with the other provisions of this Rule. A meeting held in this way is taken to take place where the person chairing the meeting is located.
- (iv) A director is conclusively presumed to be present and to form part of the quorum of a meeting at all times during a meeting when participating in a permissible manner by technology, unless the director has notified the Chair that the director is leaving the meeting or the Chair has actual knowledge that the connection to the director has ceased to function.

31. Committees of the Board

- (a) Without limiting the other provisions of this Constitution, the Board may appoint:
- (i) one or more advisory committees in respect of particular RCA Premises; or
 - (ii) one or more disciplinary committees to exercise the Board's disciplinary powers in respect of one or more of the RCA Premises (and a particular advisory committee may also be appointed as a disciplinary committee); and
 - (iii) one or more election committees in respect of membership applications received through one or more of the RCA Premises, to exercise the Board's powers in relation to the election of new members.
- (b) The appointment of a committee by the Board does not operate to exclude any power or right of the Board.
- (c) In accordance with the Corporations Act, each committee of the Board must keep proper minutes of all meetings and decisions in the same manner that the Board is required to keep minutes of its own meetings and decisions.
- (d) Each committee of the Board must conduct itself in such manner as directed by the Board and otherwise, in the same manner as the Board is required to conduct itself.
- (e) Each committee of the Board may act only in relation to the matter or matters specifically delegated to the committee by the Board and subject to all limitations and

Constitution of Jervis Bay Community & Sports Club Ltd

restrictions imposed by the Board, whether imposed through a general or specific committee charter otherwise.

- (f) The Board may impose requirements on a committee including in the form of a specific charter for a particular committee or in the form of a general charter or By-law applying to all committees. The Board may, from time to time and in its sole discretion, amend such charters or By-laws.
- (g) Each member of a committee of the Board is bound by and must conduct themselves in conformity with any Director Code of Conduct (if any) adopted by the Board that is current from time to time, as if for that purpose they are a director.
- (h) Unless otherwise directed by the Board, the quorum for a committee meeting is that number equal to a bare numerical majority of the total number of committee members. To count, a committee member must be present in person or through technology in the same manner as permitted under this Constitution for attendance at a Board meeting. No business may be conducted at a committee meeting except when a quorum is present.

32. Nominations Committee

The Board pursuant to its other powers under this Constitution may from time to time appoint a Nomination Committee. At such times as a Nomination Committee exists, the following provisions apply.

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

33. Additional appointments to the Board.

- (a) The Board may exercise any power conferred by the RCA to appoint additional persons as members of the Board, in addition to the number of directors elected in accordance with the Board and Board Elections Regulations.
- (b) The qualification for a person to be appointed under this provision is that they must be an Ordinary member at the time of, and for the duration, of their appointment in accordance with the requirements of Regulation 23A(2)(b) of the *Registered Clubs Regulation 2009 NSW*.
- (c) A person may only be appointed to the Board under this provision if they have first consented in writing to be so appointed and have provided the Board with the same documentation (with the minimum necessary changes) that would be required if the person was a candidate for election to the Board.
- (d) A resolution of appointment pursuant to this provision must:
 - (i) record the term of appointment, which must not exceed the maximum permitted by the RCA; and
 - (ii) state the reasons for the person's appointment, the person's relevant skills and qualifications, and any payments to be made to the person in connection with their appointment.
- (e) Within 21 days of an appointment being made, the Club must cause the required notice to be displayed at the premises of the Club.
- (f) A director appointed under this provision remains subject to all other provisions of this Constitution in relation to a director.
- (g) No payment is to be made to a director appointed under this provision, in respect of their appointment or their service as a director, except only to the extent permitted by the RCA. The Board may award a director appointed under this provision, the whole or any part of any honorarium approved for such an appointee at the last Annual General Meeting or if no such honorarium has currently been approved, a director appointed under this provision is entitled to the same honorarium as approved for other directors at the last Annual General Meeting.

PART 6 – CEO

34. Nature of the position of the CEO

- (a) In accordance with section 32 of the RCA the Club must at any time have one, but no more than one, CEO who is the Approved Secretary under the RCA, the chief executive officer of the Club and also the company secretary of the Club for the purposes of the Corporations Act.
- (b) If there is a vacancy in the office of Approved Secretary, the Board must take immediate action to fill the vacancy. That may be done on an interim basis, subject to the requirements of the RCA – including possibly appointing a Director on honorary basis to temporarily fill the vacancy.

PART 7 - RISK ALLOCATION

35. Insurance and indemnity of officers

- (a) To the extent permitted by law, the Club:
- (i) must indemnify each Relevant Officer against a Liability of that person and Legal Costs of that person;
 - (ii) may make a payment (whether by way of advance, loan or otherwise - but only to the extent permissible under the RCA) to a Relevant Officer in respect of Legal Costs of that person;
 - (iii) may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against a Liability of that person and Legal Costs of that person;
 - (iv) may enter into an agreement or deed on terms and conditions determined by the Board, with a Relevant Officer or a person who is, or has been an officer of the Club or a subsidiary of the Club, under which the Club must do all or any of the following:
 - (A) keep books of the Club and allow either or both that person and that person's advisers access to those books on the terms agreed;
 - (B) indemnify that person against any Liability of that person;
 - (C) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
 - (D) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Club or a subsidiary of the Club, on the terms agreed (including as to the payment of all or part of the premium for the contract of insurance).
- (b) Any such agreement or deed with a Relevant Officer or other such person, must first be approved by the Board in conformity with the Accountability Code..
- (c) For the purposes of this Rule, the following expressions have the meaning indicated:
- (i) **Legal Costs** of a person means legal costs incurred by that person in defending a claim or action for a Liability of that person or in relation to any Relevant Proceedings.
 - (ii) **Liability** of a person means any expense, loss or liability incurred by that person either as an officer of the Club or of any subsidiary of the Club; or as a result of facts or circumstances relating to the person's service as an officer of the Club or of any subsidiary of the Club; and in each case including liability for negligence; and where the context permits, including any alleged or potential such expense, loss or liability; but excluding any liability whether for costs or otherwise, arising as a result of any proceedings commenced by the person otherwise than at the written request of the Club.
 - (iii) **Relevant Officer** means a person who is, or has been, an officer of the Club (including a director or CEO) of the Club.

PART 8 - PROVISION FOR SUB CLUBS

36. Sub Clubs

- (a) The Board may permit any Sub Club (sometimes called sections, internal clubs, or intra-clubs) of the Club to:
 - (i) adopt a name distinctive of that Sub Club, without implying that the Sub Club is not a sub club or section of the Club;
 - (ii) become affiliated with the body controlling any game or activity relevant to that Sub Club on such terms and conditions (not inconsistent with the RCA or this Constitution) as that controlling body may from time to time require (and the Club in the absolute discretion of the Board may pay or permit the Sub Club to pay), and to pay on behalf of the Club, capitation fees to that controlling body or as required by that body.
- (b) A Sub Club is:
 - (i) not a committee of the Board;
 - (ii) an internal division of the members of the Club in respect of or for a particular Club purpose or function,
 - (iii) not entitled without due approval of a resolution of the Board (and then, subject to any conditions imposed under any such resolution), to speak for the Club nor to commit the Club to any obligation or liability, and
 - (iv) not a separate legal entity nor does it have any separate existence as an unincorporated association of its own members.
- (c) The Board may require or empower each Sub Club to open and operate a bank account in the name of the Sub Club in such bank or banks as the Board may from time to time approve provided that the persons eligible to operate upon any such account must be approved by the Board which from time to time may remove and replace such persons or any of them.
- (d) A person is ineligible to be a member of any Sub Club unless they are a Full member in any class. However, an Employee member or Junior member of any Sub Club, has no right to vote at any meeting of the Sub Club or in any election of the officers of the Sub Club.
- (e) A Sub Club must operate its financial affairs through the Club's banking facilities and fully cooperate with the Club's auditors.
- (f) Subject to the continuing absolute control and supervision of the Board, each Sub Club may manage its own affairs (including Club funds and assets directly associated with the Sub Club that are specifically identified with the Sub Club or are in the control or – possession of the Sub Club) but must make regular reports to the Board (or otherwise as the Board may require from time to time). The minutes and records of the Sub Club must be produced promptly on request for inspection by or on behalf of the Board.
- (g) Each Sub Club must have its own rules (which historically may have been called a constitution, rules or by-laws in particular cases) and the rules of each Sub Club must be approved by the Board and must not be inconsistent with this Constitution or the procedures prescribed by this Constitution.

Constitution of Jervis Bay Community & Sports Club Ltd

- (h) The constitution and rules or by-laws of each Sub Club may be amended from time to time by a majority of the members for the time being of the Sub Club at a general meeting of the Sub Club. However, an amendment approved by a general meeting of the Sub Club will not have effect unless and until it has been approved by resolution of the Board.
- (i) A Sub Club must in the exercise of those powers delegated to it, conform to any charter, regulation or restriction that the Board may impose upon it from time to time.
- (j) The Chairperson (or their nominee, who must be a director), has by virtue of their office the right to be a member of the committee of each Sub Club.
- (k) The meetings and proceedings of a Sub Club committee are, as far as practicable, governed by the provisions of this Constitution and of the By-laws if any that regulate the proceedings of the Board, unless otherwise prescribed by the Board.
- (l) A Sub Club may take disciplinary proceedings against a member of the Sub Club, in accordance with the constitution of the Sub Club and only in respect of matters concerning the operation of the Sub Club. The rules of natural justice do not apply. Any disciplinary action which is taken by a Sub Club in respect of any member of that Sub Club must immediately be reported to the Board together with the reasons for that action and with a recommendation as to further action (if any) to be taken by the Board. A Sub Club has no right to exercise any of the disciplinary powers of the Board. The Board may overrule any decision of a Sub Club.
- (m) A Sub Club must prepare and circulate to its members, an annual report of its activities and finances, adopt the same financial year as the Club and must promptly when requested provide the Board with the Sub Club's annual report and any other information required by the Board from time to time.
- (n) All assets in the possession or control of a Sub Club are, as between the Sub Club and its members on the one hand and the Club on the other hand, owned absolutely by the Club
- (o) This Rule does not limit the preceding general provisions. A Sub Club must not incur any liability in the name of the Club or binding on the Club except as expressly authorised in writing by the CEO.
- (p) The members of a Sub Club have no legal rights to the name used for the Sub Club or in relation to the Club's own name (or any substantially or misleadingly similar name).
- (q) A Sub Club must not affiliate, purport to become a member of or otherwise in any similar way associate or connect with or have any relationship with, any external body, and must not accept directions from any external body, except with the express approval of a prior fully informed resolution of the Board. Any such affiliation, membership or other relationship that names the Sub Club does not mean or imply anything to the contrary of the provisions of this Rule 36.

PART 9 – CLUB OPERATIONS

37. Club operations

37.1 Club not to extend credit

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

Constitution of Jervis Bay Community & Sports Club Ltd

37.2 Notice Board

The Club must have a notice board at each of the RCA Premises on which to display Club notices. Each notice board must be:

- (a) in a conspicuous place; and
- (b) readily accessible by members.

37.3 Club must keep registers of members

- (a) The Club must keep registers of members in the forms and with the details required by the RCA and including:
 - (i) each member's full name, residential address (and any separate postal address, if any) and membership class; and
 - (ii) any other information that the Board may direct be kept on the registers.
- (b) Each member must provide their bona fide residential address (not a PO box address) for this purpose.
- (c) A member must immediately advise the CEO of any change to their residential address by written notice delivered to the Office.
- (d) Those registers may be in conjunction with, or in addition to, the register of members that the Club is required to keep for the purposes of the Corporations Act.

38. Amending this Constitution

- (a) Despite any other provision of this Constitution to the contrary, no member may speak to or vote on a resolution to amend this Constitution if they became a member as a consequence of being a member of a Dissolving Club.
- (b) Any of the Rules in this Constitution may be removed or amended by a special resolution at a General Meeting held in accordance with this Constitution and the Corporations Act.
- (c) For the purposes of section 246B of the Corporations Act, it is agreed that the rights of members in any class of membership may be varied or cancelled by a special resolution passed at a General Meeting of the members, without a separate meeting of the members of that class. A special resolution that amends this Constitution is sufficient.

39. Notices and meetings – requirements and facilitation

39.1 Mandatory requirements of legislation

The Club must comply with any requirement that is mandatory under the Corporations Act or other legislation applying to the Club, including but not limited to the following:

- (a) submission of members statements (Section 249P)
- (b) submission of member's resolutions including resolutions for removal of Directors (Sections 249N and 203D)
- (c) demand resolutions determined by poll not show of hands (Section 250L)
- (d) convening a General Meeting (Section 249D);

Constitution of Jervis Bay Community & Sports Club Ltd

- (e) access to the Club members register for the purpose of convening a General Meeting (Section 173); and receiving a copy of the minutes of a General Meeting on request and at no charge (Section 251B)

39.2 Inconsistencies

If any of the following provisions in this Rule 39 is inconsistent with any such mandatory requirement then the mandatory requirement applies to the extent of the inconsistency.

39.3 Section 30C of the RCA

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

39.4 Giving of notice

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

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

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

39.5 Electronic notices

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

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

39.6 Election to receive documents in hard copy

- (a) If a member has duly exercised any election under applicable legislation to receive particular documents in hard copy and that election is in force then the Club must give that member those documents in hard copy and not electronically – despite anything in this Rule 39.
- (b) However a member has no right to require the Club to provide particular documents in hard copy except for any right (if any) under applicable legislation.

39.7 Electronic addresses

For the purposes of this Rule 39 it is sufficient if the Club uses the electronic address for the person that is relevant to the chosen form of communication, either as recorded for the person in the Club's Register of Members or that to the Club (acting reasonably) appears to be current for the person.

39.8 Deemed receipt

A person is deemed to receive a notice, document or information duly sent by electronic means in accordance with this Rule 39 on the day after it is sent. That applies even if:

Constitution of Jervis Bay Community & Sports Club Ltd

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

39.9 Sending of duplicates

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

39.10 Possible alternatives for participation and voting – meetings

The Club may:

- (a) hold or permit holding of a members, board, committee or other meeting in connection with the Club, at which all or some of the persons involved attend by some electronic means chosen or accepted by the Club - but only if each person who speaks at the meeting can be heard by the other persons attending and can vote on any matter arising; and
- (b) allow a person entitled to vote at a meeting or in an election in connection with the Club, to vote in person if physically in attendance or alternatively (whether physically in attendance or not) to vote by some electronic means chosen or accepted by the Club.

39.11 Annual Reports

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

40. Electronic communications and technology including personal email addresses – additional provisions

- (a) This Rule is to enable the Club to operate efficiently and cost-effectively by using electronic addresses, and primarily email, to connect with members.
- (b) Each member must have (and keep the Club notified of), a Personal Email Address. It is the responsibility of the member to keep the Club advised of the member's latest current Personal Email Address.
- (c) Any Full member who is an existing Full member at the date of the AGM in 2023 is not required to provide a Personal Email Address until the due date for the next payment on account of their annual subscription.
- (d) The CEO and any employee so authorised by the CEO, may exempt a member from the obligation to provide a Personal Email Address, for any period of time and may withdraw the exemption at any time.
- (e) The Club is not required to recognise a person as a member at any time that they are not in compliance with that requirement and may terminate the membership of a member not in compliance – and the provisions of the Disciplinary Code do not apply.
- (f) The Club is entitled to assume and proceed on the basis that the last email address notified to the Club by a member for this purpose, remains current and the Club may continue to use that address for the member.

Constitution of Jervis Bay Community & Sports Club Ltd

- (g) If the Club becomes aware of another email address that appears to be current for a member then, acting in good faith, the Club may substitute that email address for the member in the Register of Members.
- (h) If despite the preceding provisions two or more members have nominated the same electronic address, then anything sent to that electronic address is deemed to be addressed to and received by each of them, even if sent only once or if not addressed to them.
- (i) Each member is still required to also keep the Club notified of their current usual residential address or if they have more than one, then their principal residential address being the address at which they are most often to be found. If requested by the Club, a member must produce evidence to the reasonable satisfaction of the Club (which may include a statutory declaration and verified copies of corroborating material) verifying the member's principal residential address.
- (j) The Club may also collect and record an SMS address for a member. Where the Club has an SMS address recorded for a member then the Club's discretion may use that as the electronic address for the member for a particular notice or other communication, in lieu of using the member's email address.
- (k) Without limiting any other provision of this Constitution, for the purposes of anything under or in connection with this Constitution or the operations of the Club, the Board may approve any of the following and may delegate that power of approval to a Committee or to the CEO:
 - (i) any transaction with the Club taking place in part or wholly by means of one or more electronic communications;
 - (ii) the provision of any information by means of one or more electronic communications; and
 - (iii) the lodgement of any nomination for membership or for election, by means of electronic communication.
- (l) An approval may be general or for a particular case. An approval may be given despite any express or implied requirement for writing elsewhere in this Constitution and in lieu of the requirement for writing.
- (m) Each member consents to the Club and the associated organisations of the Club using any electronic address that the member provides to the Club or that the Club becomes aware of in some other way, for commercial electronic messages to the member. For each member, this consent continues until five business days after the member notifies the Club that the member withdraws consent to receiving commercial electronic messages from the Club. A member wishing to withdraw consent should give the withdrawal notification to the Club's Privacy Manager.
- (n) "Commercial electronic message" in this Rule has the same meaning as in the Spam Act 2003 Cth.

41. Notices – further provisions

- (a) The non-receipt of notice of a meeting by any person entitled to receive notice does not invalidate any General Meeting.
- (b) If any member who is to be given any notice by post has provided a residential address that is outside Australia, then the Club may place a notice to that member (or to members generally) on the Notice Board and that notice will be taken to be effective

Constitution of Jervis Bay Community & Sports Club Ltd

notice to that member and taken to be given one day after it is put up on the Notice Board.

- (c) A notice of meeting sent by post is taken to be given one day after it is posted. A notice of meeting given by email, text or fax, or other electronic means, is also taken to be given one day after it is sent.
- (d) The Club must adopt and promulgate a main email address for the receipt of formal notices by the Club (the **Club email address**).
- (e) A member may give any notice required under or in connection with this Constitution, only by giving the notice to the Club at, or by sending it by prepaid post to, the Office or by email to the Club email address.
- (f) Despite anything in Board and Board Elections Regulations or elsewhere in this Constitution, the Board by By-law may approve of the provision of or publication to members, of details of a ballot for the election of the Chairperson, Vice Chairperson, or other directors, and of the prescribed details and photos of the candidates, by means of one or more electronic (digital) methods (including online or by the use of other technology).

42. Seal

- (a) The Board may resolve that the Club have a common seal or for the Club to no longer have a common seal.
- (b) If the Club has a common seal then:
 - (i) the Board must provide for the safe custody of the seal;
 - (ii) the seal must only be used with the authority of the Board or a committee of the Board duly authorised by the Board, which authorisation may be given before or after the seal is used;
 - (iii) until the Board determines otherwise, the fixing of the seal to a document must be witnessed by a director, and by another director or the CEO.

43. Privacy

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

44. Participation in any Club activity, promotion or competition

- (a) The Club may (but is not obliged to) publish the rules and conditions for any activity, promotion or competition on the Notice Board or on the Club's website. Each member is taken to have notice of all such rules and conditions. If a member chooses to participate in an activity, promotion or competition then they do so subject to any such rules and conditions.

Constitution of Jervis Bay Community & Sports Club Ltd

- (b) Without limiting the previous provisions, where a member or any guest of a member participates or in any way is involved with any activity, promotion or competition in connection with the Club or any Sub Club, then the member or their guest is subject to all of the applicable rules and conditions adopted by the Club. That applies even if the member or their guest is not actually aware or has not made themselves aware of the particular rule or condition.
- (c) The Club wherever reasonably requested by a member or guest must provide a copy of all rules or conditions relevant to any activity, promotion or competition.
- (d) The Club may include in the rules or conditions applicable to an activity, promotion or competition provisions that do any one or more of the following:
 - (i) create mandatory qualifications or requirements for entry or participation;
 - (ii) create grounds for disqualifying someone from participating;
 - (iii) exclude or limit the liability of the Club or anyone else in connection with the activity, promotion or competition;
 - (iv) regulate the conduct of or participation in the activity, promotion or competition;
 - (v) apply specifically to a particular activity, promotion or competition or more generally;
 - (vi) reserve a discretion or discretions for the Club in connection with the conduct or offering of the activity, promotion or competition.
- (e) It is the obligation of a member or their guest before participating in any activity, promotion or competition to ensure that they have made themselves fully aware of all rules and conditions that will apply. A member or their guest must not deny or contest the application of any such rule or condition on the basis that the rule or condition was not brought to their attention or adequately brought to their attention.

45. The Club may offer promotions

- (a) The Club may offer any:
 - (i) loyalty, privilege or reward programme;
 - (ii) discount or rebate scheme;
 - (iii) promotional benefit scheme; or
 - (iv) other promotion,as the Club sees fit from time to time for members and patrons that provides for an actual or potential benefit or advantage for a participating Full member based on one or more aspects of the member's past, current or future
- (v) transactions with the Club (nature, number or levels);
- (vi) visitations to the Club's premises or facilities (number or nature);
- (vii) transaction patterns in dealing with the Club;
- (viii) participation in Club activities or the activities of a Sub Club (nature or levels);

Constitution of Jervis Bay Community & Sports Club Ltd

- (ix) information that the member has chosen to provide (or not provide) to the Club (which may be an email address or details of a preference); or
 - (x) membership of a Sub Club.
- (b) All Full members must be entitled to participate in any such programme, scheme or promotion to the extent required for compliance with section 10(1)(i) of the RCA. However, it is no objection to any such programme, scheme or promotion that some or even a large number of Full members may not:
- (i) wish to participate; or
 - (ii) be capable of participating (physically or otherwise); or
 - (iii) qualify (or be likely to qualify) to participate based on past or future occurrences (and hence, may not be informed in particular of the programme, scheme or promotion); or
 - (iv) for bona-fide operational or probity reasons be allowed to participate in the particular program, scheme or promotion.
- (c) The Club is not under any obligation to inform a particular member of a particular programme, scheme or promotion.

46. Liability of members and finishing the Club

46.1 Liability of members

- (a) The liability of the members is limited.
- (b) Each Full member undertakes to contribute to the assets of the Club if the Club is wound up during the time that he or she is a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Club contracted before the time of ceasing to be a member and of the costs, charges and expenses of winding up the Club, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required but not exceeding \$2 (two dollars).

46.2 What the Club may do with its income and assets in a winding up

- (a) If the Club has any surplus of assets after all its debts and liabilities are paid or discharged and it is about to be wound up or dissolved, then:
 - (i) that surplus must not be transferred to, paid to, or distributed among, the members
 - (ii) rather, that surplus must be given, or transferred, to another organisation that: has similar objects to those of the Club and which is required to apply its income and assets to promoting those objects and is prohibited by its constitution from paying or distributing its income and assets amongst its members to an extent at least as great as the prohibition imposed on the Club by this Constitution.
- (b) The other organisation or organisations referred to in Rule 46.2(a)(ii) must be determined by:
 - (i) the Full members of the Club in General Meeting (by ordinary resolution) at or before completion of the dissolution of the Club, or otherwise
 - (ii) the Supreme Court of New South Wales.

PART 10 – DEFINITIONS AND INTERPRETATION

47. Definitions

In this Constitution, unless the context otherwise requires:

Accountability and Disclosures Protocol means the protocol of that name referred to in Rule 26(c);

Accountability Code means the *Registered Clubs Accountability Code* in Schedule 2 of the *Registered Clubs Regulation 2015*, as amended from time to time;

affiliated body has the same meaning as in the Accountability Code;

AGM has the meaning given in Rule 20.1;

Authority means the Independent Liquor and Gaming Authority;

Board means the Board of directors of the Club;

Board and Board Elections Regulations means the regulations in Attachment 2;

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

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

Club email address has the meaning given in Rule 41(d);

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

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

Club means [New VCG] Limited;

complaint has the meaning given in regulation 15 of the Disciplinary Code;

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

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

Disciplinary Code means the Code in Attachment 1;

Disclosures Register means a register, in the form approved by the departmental Secretary, containing details of the disclosures made to the Club under the Accountability Code;

Dissolving Club has the meaning given in Rule 6.14(a);

Employee, in relation to the Club, includes any employee of the Club in any capacity and includes any part-time or casual employee; and “former employee” has a corresponding meaning: a contractor or supplier who provides goods or services to the Club is not an employee or deemed to be an employee because of that relationship;

Full member means a full member within the meaning of the RCA, being all members including Life members but excluding Honorary, Temporary and Provisional members;

Constitution of Jervis Bay Community & Sports Club Ltd

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

General Meeting has the meaning given in Rule 21.1 and includes an AGM;

Hearing Notice has the meaning given in regulation 19 of the Disciplinary Code;

ID Card has the meaning given in Rule 16(a);

Legal Costs has the meaning given in Rule 35;

Liability has the meaning given in Rule 35;

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

member appeal has the meaning given in clause 12(d) of the Disciplinary Code;

New Class has the meaning given in Rule 6.14(b);

Nominations Committee means a committee constituted pursuant to Rule 32;

Nomination Period has the meaning given in clause 12(b) of the Board and Board Elections Regulations;

Notice Board means the notice board described in Rule 37.2 that is at the parent premises of the Club at 1 Bartley Street Canley Vale NSW;

Office means the registered office of the Club;

Personal Email Address has the meaning given in Rule 7.1(a);

Player Card has the meaning given in Rule 17(b)(i);

Relevant Officer has the meaning given in Rule 35;

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

Returning Officer means a returning officer described in clause 12(a) of the Board and Board Elections Regulations;

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

RCA Premises has the meaning given in Rule 3.6(d);

Rule means a rule of this Constitution as amended or supplemented from time to time;

SGBCC means St Georges Basin Country Club Ltd ABN 54 000 961 008;

State means the State of New South Wales;

Sub Club is a reference to a Sub Club operating under Rule 36;

subject to being disciplined has the meaning given in clause 7 of the Disciplinary Code;

top executive has the same meaning as in the Accountability Code; and

VGC means the former Vincentia Golf Club Ltd ABN 80 000 751 324;

Constitution of Jervis Bay Community & Sports Club Ltd

Voting Period has the meaning given in regulation 12 of the Board and Board Elections Regulations.

48. Interpretation

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

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

Constitution of Jervis Bay Community & Sports Club Ltd

Constitution of Jervis Bay Community & Sports Club Ltd

Attachment 1 Disciplinary Proceedings Code

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

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

1. Other provisions in the Constitution

The provisions in this Disciplinary Proceedings Code are independent of, and operate in addition to and without limiting, the powers and rights arising under the other parts of the Club's Constitution.

2. Non-members

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

3. Junior members

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

4. Application to all Full members

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

5. Delegation to disciplinary committee

- (a) The Board may delegate all or any part of its powers to caution or reprimand, suspend or terminate the membership of members and may delegate the handling and investigation of complaints concerning members, as the Board considers fit from time to time.
- (b) Any such delegation by the Board may only be to a disciplinary committee appointed by the Board that comprises not less than three members including at

Constitution of Jervis Bay Community & Sports Club Ltd

least two members of the Board; and the quorum for any such disciplinary committee is three committee members.

- (c) To the extent that the context permits, any reference in this Code to
 - (i) “the Board” includes any such disciplinary committee; and
 - (ii) “Board meeting” includes a meeting of any such disciplinary committee.

6. Statutory rights of exclusion

Nothing in this Code limits the Club's rights under the Liquor Act to turn out or exclude a person from the Club's premises.

7. Disciplinary powers

The disciplinary powers and procedures set out in this Code may be exercised in respect of any member by the CEO or the Board, and a member is subject to being disciplined under this Code (**subject to being disciplined**), where the CEO or the Club has a reasonable suspicion that:

- (a) the member has not complied with any provision of, or is guilty of misconduct contrary to, the Member Conduct Code, any By-law or any other provision of the Club's Constitution; or
- (b) the member's presence or activity on the Club's premises renders the Club or the CEO or other Club officer or Employee liable to prosecution or penalty, or is potentially in breach of any lawful requirement, obligation or direction; or
- (c) the Club is authorised or required to refuse access for the member under the conditions of any of the Club's liquor licences or according to a term of a Liquor Accord or similar agreement to which the Club is a party; or
- (d) the member has chosen to self-exclude themselves from any part of the Club's premises or from any part of any other licensed premises or has been self-excluded from or banned from entry into or expelled from any other licensed premises; or
- (e) the member has obtained membership by improper means; or
- (f) the member no longer satisfies the relevant qualifications for membership; or
- (g) the member has become bankrupt or committed any act of bankruptcy; or
- (h) the member may pose an unacceptable risk to themselves or any other person, if they continue as a member; or
- (i) the member is otherwise of such character or reputation that may be prejudicial or bring disrepute to the Club.

8. Evidence

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

Constitution of Jervis Bay Community & Sports Club Ltd

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

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

9. Immediate consequences of being subject to being disciplined

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

Constitution of Jervis Bay Community & Sports Club Ltd

- (ii) of any involvement in relation to the formulation, investigation or consideration of the complaint, bringing the complaint to a hearing or the preparation or issue of a Hearing Notice, or
- (iii) they may be a witness or potential witness in relation to any aspect, or
- (iv) they or the Club are or are deemed to be the complainant.

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

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

10. No-fault suspension

- (a) The power to suspend a member may be exercised on a "no fault" basis, where there is any credible serious allegation of misconduct by the member contrary to the requirements of this Constitution or that a member is otherwise subject to discipline including, but without limitation by these examples, where there is a credible allegation that a member has been involved with:
 - (i) domestic violence
 - (ii) drug dealing
 - (iii) gang association or activity,

Constitution of Jervis Bay Community & Sports Club Ltd

- (iv) misconduct raising a substantive present risk, or concern, in connection with the protection of the health (including psychosocial wellbeing) or safety of either the member themselves or any other individual, or
- (v) criminal activity otherwise than at the lowest end of the scale.
- (b) The suspension of a member under this regulation 10 may be continued indefinitely until the relevant allegation has been reasonably rebutted.
- (c) The rules of natural justice are excluded for the purposes of, and do not apply to the operation of this regulation 10.
- (d) The Board at any time on its own motion or at the request of the member concerned, may terminate the suspension of a member under this regulation 10.
- (e) Despite anything elsewhere in this Constitution, to the extent otherwise lawful the Board must provide for a member suspended under this provision to receive a pro rata refund of their annual subscription and of other amounts paid by the member in advance.

11. Notifications

- (a) Where the CEO excludes, expels, or suspends the membership of, a member, the Club must use its reasonable endeavours to immediately notify the member.
- (b) The notification:
 - (i) must be in writing (which may be electronic);
 - (ii) state the broad summary details of the basis for the decision (including if applicable, that the suspension is on a “no-fault” basis); and
 - (iii) where relevant, confirm the period of suspension and.
 - (iv) include notice to the following effect (and this may be done by providing a hyperlink to such a notice) -

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

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

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

- (c) Where the CEO has determined to suspend a member or to terminate their membership, the CEO must promptly prepare a report to that effect with the pertinent details and provide that report to the Chairperson and to the chair of the disciplinary committee (if any). In addition, a copy of the report must be included in the Board Pack for the next Board meeting.

Constitution of Jervis Bay Community & Sports Club Ltd

- (d) The report is strictly confidential to the Club. The Club's privacy obligations and privacy commitments under the Club's own privacy policy, also apply.
- (e) The Chairperson and the chair of the disciplinary committee are entitled to request and review any entry in the Club's duty log or Incident Register.
- (f) The CEO must provide quarterly summaries of all such reports to the Board or the disciplinary committee.

12. Appeals

- (a) Where the CEO has determined to suspend a member or to recommend termination of their membership, the member has the right to appeal the determination as follows.
- (b) Any appeal must be by way of a notice of appeal lodged in writing, clearly marked "Notice of appeal – Attention CEO/Board", and lodged with the CEO and must:
 - (i) state that it is an appeal from a disciplinary decision of Club management;
 - (ii) provide the person's full name, current contact details and Club membership number; and
 - (iii) provide sufficient brief details to enable the Club to identify the particular disciplinary decision.
- (c) Any appeal must be so lodged within no later than four weeks of the incident or alleged incident that made the member subject to being disciplined. The Board is entitled to disregard any appeal lodged out of time.
- (d) References below to a "**member appeal**" refer to an appeal that is validly and duly lodged in accordance with the above provisions and requirements.

13. Board may discipline members

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

14. No fines

- (a) The Club does not have the power to fine or impose any monetary penalty or levy on, any member.
- (b) However, where there is a complaint against a member and the member provides recompense or other compensation to the Club or anyone else

Constitution of Jervis Bay Community & Sports Club Ltd

concerned in connection with the complaint or potential complaint, then that is a matter that the Board can take into account in dealing with the complaint.

15. Complaints about a member

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

and in each such case the complainant is the Club.

16. Acting on a complaint

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

Constitution of Jervis Bay Community & Sports Club Ltd

17. Proposal to discipline a director

- (a) Despite anything elsewhere in this Code, neither the CEO nor any other Employee has the power to suspend, or terminate the membership of, a director. Consideration of potential disciplinary action in relation to a current director, beyond temporary exclusion from Club premises in the exercise of the powers conferred by the Liquor Act, is exclusively a matter for the Board.
- (b) Also, any proposal for a resolution that may lead to the disqualification of an existing director from being a director, is a “complaint” for the purposes of this Code.
- (c) In that last case, the disciplinary processes under this Code apply and must be followed and completed before the Board considers a motion for such a resolution. Without limiting the other provisions of this Code, in that case the disciplinary hearing must take place at a Board meeting (or, if delegated to a disciplinary committee, then despite any other provision of this Code the disciplinary committee must comprise not less than four members including at least two of the members of the Board).

18. Disciplinary actions

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

19. Hearing Notices

- (a) These provisions apply in relation to a proposed disciplinary hearing whether in relation to a member appeal or where it is proposed that the Board itself will act on a complaint against a member.
- (b) Various occurrences and events, and circumstances, may be raised against a member together as a basis for a single complaint or separately as a basis for several complaints to be heard at the one disciplinary hearing.
- (c) In the case of an appeal, additional occurrences events, and circumstances, may be raised in addition to anything already raised with the member.
- (d) At least seven days before the hearing, the Club must give the member a disciplinary hearing notice (**Hearing Notice**) calling on the member to attend the hearing and to show cause why they should not be reprimanded, suspended or have their Club membership terminated.

Constitution of Jervis Bay Community & Sports Club Ltd

- (e) A Hearing Notice:
- (i) **(Disciplinary hearing)** must state that it is a disciplinary hearing notice pursuant to the Club's Constitution;
 - (ii) **(Hearing details)** must specify the date, place and time appointed for the disciplinary hearing in relation to the complaint or complaints that have been alleged against the member or the member's appeal (as the case requires) - and the date must be no more than three months after the date of the Hearing Notice although that does not limit the potential for an adjournment or adjournments under the further provisions below;
 - (iii) **(Summary of complaint)** must provide at least broad details of each complaint that has been raised against the member or is to be considered and refer to the specific Rules or Code provisions alleged to have been broken;
 - (iv) **(Requirement to show cause)** must require the member to show cause at the hearing why they should not be disciplined in relation to the complaint or complaints;
 - (v) **(Summary of particulars)** must include a broad summary of the particulars of the immediate circumstances giving rise to the complaint (which may also be referred to as an "allegation"), or complaints together with a summary of the supporting evidence for each complaint;
 - (vi) **(Summary of aggravating factors)** must include a summary of any aggravating or other factor to be considered.;
 - (vii) **(Member's preliminary response in advance - to assist the Club to prepare for the hearing)** may require the member to give notice to the Club in response in writing by a specified time that is not less than five days after the hearing notice is given to the member, regarding:
 - (A) any complaint to which the member pleads guilty.
 - (B) any of the particulars specified in the hearing notice, that are admitted by the member;
 - (C) any aggravating or other factor specified in the hearing notice, that are admitted by the member; and
 - (D) the name of each witness that the member proposes to call at the hearing;and in that case the member:
 - (E) may in the response provide details of any explanation or other factor relevant to penalty - but the Board is not obliged to take any explanation or other factor into account if not supported by evidence at the hearing and the Board is entitled to expect any explanation and, in particular, any character evidence, to be in the form of one or more statutory declarations and to give little weight to evidence in any other form;
 - (F) is bound by the response, and
 - (G) may not call any other witness at the hearing, apart from those notified; and

Constitution of Jervis Bay Community & Sports Club Ltd

- (viii) **(Non-attendance)** must advise that the complaint or complaints may be dealt with and the member may be subject to penalties, even if the member does not attend the meeting.
- (f) However, the Hearing Notice does not have to:
 - (i) provide details of any of the evidence that may be presented or relied upon at the hearing, or
 - (ii) state the specific findings that might be made under this Constitution against the member arising out of the circumstances of the complaint.
- (g) The member is assumed to be fully aware of the provisions of this Constitution including this Code. The Club may but is not obliged to give the member a copy of this Code with the Hearing Notice.

20. Time and place for appeals and other disciplinary hearings

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

- (a) must use its reasonable endeavours to hear disciplinary complaints and appeals within ten to twenty business days after the date of issue of the hearing notice or receipt of the notice of appeal;
- (b) may determine where to meet for the purposes of any disciplinary hearing or hearings – usually at the Club's RCA Premises.

21. Adjournment

- (a) The Board, acting reasonably, may:
 - (i) move a hearing from the original notified date or place, by notice to the member, which notice may be given to the member by any means that the Club regards as reasonable including through an informal channel such as a phone call or a text message (and if the change is not at the request of the member then, except in the case of emergency arrangements, with at least 48 hours' advance notice to the member); and
 - (ii) at a hearing, adjourn (or further adjourn) the hearing to a later date or later dates.
- (b) The Board in good faith must consider any reasonable request from the member to move the hearing, where that request from the member is supported by one or more statutory declarations setting out a reasonable basis for the request that are circumstances beyond the reasonable control of the member. However, the final decisions in that regard are at the discretion of the Board, taking into account also the convenience of the members of the Board.
- (c) Where the hearing is adjourned, if the member has been suspended pending the outcome of the hearing then that suspension automatically continues until after the hearing proceeds on the date to which it has been adjourned or until further decision of the Board. This applies also if there are multiple adjournments.

Constitution of Jervis Bay Community & Sports Club Ltd

22. Resignation in the face of a Hearing Notice

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

23. Member response/notification

- (a) These provisions do not limit the other provisions of this Code.
- (b) If the member in receipt of a Hearing Notice chooses not to attend the hearing then the member is still expected to notify the Club through the office of the CEO (in writing at least 48 hours prior to the appointed time and date, with clear reference to the proposed disciplinary hearing), whether the member pleads not guilty, guilty, or guilty with explanation in relation to the complaint.
- (c) In that notification the member is expected:
 - (i) if pleading guilty with explanation, to provide full details of the explanation;
 - (ii) whether or not pleading guilty, to show cause why they should not be reprimanded, suspended or have their membership terminated;
 - (iii) say anything else the member wants to say about what might be the appropriate penalty in all the circumstances if the member were to be found guilty of a complaint even if they have pleaded not guilty; and
 - (iv) to provide the evidence (if any) on which the member relies in support – which would usually be in the form of one or more statutory declarations.
- (d) If the member provides such a notification in advance of the disciplinary hearing then the Board must consider that notification and any supporting materials, at the disciplinary hearing along with the other reports, materials and evidence available to the Board.

24. Non-attendance

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

25. Disciplinary hearing timing

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

26. Conduct of the hearing

- (a) The provisions of the Constitution in relation to meetings and participation in meetings by electronic means, apply also in relation to any disciplinary hearing as the Board chooses its discretion.

Constitution of Jervis Bay Community & Sports Club Ltd

- (b) Any decision by the Board to utilise technology for the purposes of a disciplinary hearing may be limited to allowing participation by one or more persons (including Board members), through technology, but not others. Whilst not limiting the discretion of the Board in that regard, the default preference is for the member and any key witness to appear in person.
- (c) The chairperson at a disciplinary hearing, acting reasonably, determines the procedure to be followed at the hearing subject to any resolution of the Board. The Board in undertaking a disciplinary hearing acts as a Associate club domestic tribunal and is not expected to formally apply the legal rules of evidence or to follow strict court process.
- (d) Broadly but at the discretion of the Board, the hearing proceeds with:
 - (i) an outline of the complaint or complaints, particulars, and relevant factors, - however, it is sufficient to just refer to the Hearing Notice and to take that as read;
 - (ii) the member's responses and evidence;
 - (iii) statements and the tabling of documents from Club management or the Board itself, by way of evidence or submissions in relation to the complaints, particulars or relevant factors, where copies of these documents have been provided to the member at least 48 hours prior to the hearing; and
 - (iv) an opportunity for the member to make a final statement addressing whether the member is guilty or not and also addressing relevant circumstances and what might be an appropriate penalty if the member is found guilty.
- (e) Whilst the Board may also take into account, in addition to matters referenced in the Hearing Notice, matters and particulars that:
 - (i) are reasonably part of the general and common knowledge of members of the Board or a substantial number of members of the Club;
 - (ii) are plainly self-evident;
 - (iii) are reasonably to be inferred from matters referenced in the Hearing Notice; or
 - (iv) arise out of the member's conduct subsequent to the Hearing Notice.

However, the Board must not consider any substantively and materially novel allegation, or substantively materially novel particulars, not set out in the Hearing Notice and relating to matters prior to the issue of the Hearing Notice, without the issue of appropriate fresh or additional Hearing Notice.
- (f) The Board determines a complaint at a disciplinary hearing by determining whether the member on the balance of probabilities has shown cause why the member should not be found guilty of the complaint on the basis of the particulars and factors alleged in the Hearing Notice and other relevant matters raised at the hearing.

Constitution of Jervis Bay Community & Sports Club Ltd

27. Recordings

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

28. Witnesses

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

29. Other evidence

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

Constitution of Jervis Bay Community & Sports Club Ltd

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

30. Representation/support person

- (a) A member is not entitled to be represented at a disciplinary hearing, by a lawyer or anyone else.

Constitution of Jervis Bay Community & Sports Club Ltd

- (b) The Board must give approval for the member to be accompanied by one (but not more) other person at a hearing if approval is requested in advance and details of the proposed support person are provided (name, relationship to the member and confirmation that they will not be attending as a legal representative).
- (c) That person is to be in attendance solely to provide support and comfort to the member and possibly assist with interpretation if that is what the member wishes but the person needs to conduct themselves as a support person and not as an advocate or witness.
- (d) The Board may at any time withdraw that consent including without limitation where the Board determines it has been misled as to the circumstances of the support person or if the support person does not follow any reasonable request as to how to conduct themselves with decorum during the hearing.

31. English language

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

32. Executives, staff and Club legal adviser at a disciplinary hearing

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

Constitution of Jervis Bay Community & Sports Club Ltd

33. Conduct at the hearing and safety and security risks

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

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

34. Voting at a disciplinary hearing

- (a) Voting on any resolution in relation to the disciplining of a member by the members of Board taking part in a hearing may take place in the absence of the member.
- (b) In making a decision regarding a complaint, the Board must:
 - (i) first, come to a decision as to what particulars and other factors have been made out;

Constitution of Jervis Bay Community & Sports Club Ltd

- (ii) second, based on those findings come to a decision as to the member's guilt or innocence in relation to the complaint; and if there is a finding of guilt in relation to any part of a complaint;
- (iii) third, the Board must then come to a decision on penalty.

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

- (c) Any decision of the Board at a disciplinary hearing (including at any adjourned or subsequent meeting) must be by majority vote. Voting is by open voting at the meeting, in the absence of the member concerned.
- (d) Any decision of the Board at a disciplinary hearing need not be communicated to the member immediately and may be subsequently communicated orally, electronically or by post.

35. Penalties

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

36. Decisions prima facie final

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

37. Nature of disciplinary powers

- (a) The various powers conferred by this Code and Constitution to suspend a member's rights and privileges of membership and to remove a member or other person from Club premises or disallow a member or other person access to Club

Constitution of Jervis Bay Community & Sports Club Ltd

premises, or to otherwise discipline a member or impose any penalty on a member, are exclusively for the benefit of the Club itself and not for the benefit of any individual member.

- (b) Nothing in this Code or any other provision in this Constitution creates any legal duty or obligation to any member or patron, on the part of the Club or any Club officer, Employee, consultant or agent, in relation to whether, when or to what extent any disciplinary power is to be exercised.

38. Exclusion of admissions and claims

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

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

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

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

- (b) Without limiting the preceding words, all of the following are privileged and protected from any action or legal proceedings taken by a member or former member:
 - (i) all complaints and all notices, letters, statements, reports, advice, evidence and other matters arising under or incidental to any complaint or in connection with any action or potential action under this Code;
 - (ii) anything said or written by any Club executive or other Employee or by any director, in relation to Club operations or in connection with any action or potential action under this Code;
 - (iii) anything specifically authorised by regulation 40; and
 - (iv) any hearing and determination, and all proceedings and utterances at General Meetings and Board meetings, in connection with a complaint.
- (c) However, this provision does not restrict:
 - (i) action against a person for maliciously or knowingly making a false or misleading statement, or
 - (ii) any other disciplinary action by the Board that the Board deems appropriate.

Constitution of Jervis Bay Community & Sports Club Ltd

- (d) This does not limit the preceding provisions nor does it limit the Club itself. No act or omission (including any failure to act, apology, retraction, reversal, or substitution of a different decision), and no internal report or complaint or other record of the Club, in connection with anything concerning or regulated by this Code:
 - (i) is or implies any admission or representation, by or on behalf of the Club – except to the extent (if any) expressly and specifically agreed by the Club in writing; or
 - (ii) may be raised or relied on or used against the Club by any person in any proceeding (and that includes not being raised or relied on or used, in connection with any claim against the Club or in defending or responding to any claim by the Club).

39. Club records

Any entry in the Club's duty log, Incident Register, or other Club record, is strictly confidential to the Club. The Club's privacy obligations and privacy commitments under the Club's own privacy policy, also apply. However, and despite anything in the privacy policy to the contrary, members agree and acknowledge that the Club may voluntarily and must if legally obliged, provide those details (together with explanations and any other pertinent details and any related CCTV footage or other materials), to the Police or any person reasonably appearing to have the authority of or represent any regulator or authority.

40. Disclosures and discussion

- (a) Each member in particular acknowledges and consents to the provisions of this Disciplinary Proceedings Code, including for the purposes of privacy legislation.
- (b) Where there have been disciplinary proceedings against a member, the Club (and individual directors, other members and Employees) acting in good faith and without malice may disclose that there have been disciplinary proceedings against the member, the nature of the findings and the decision as to penalty - where that is reasonably appropriate in connection with the operation of the affairs of the Club or for the information of members or for considering or reporting on the performance of the Board or management. Without limitation by anything elsewhere in this Code, that includes but is not limited to voluntary notification:
 - (i) to staff, and recording in the Club's records and in operational materials for use by staff – including materials and records that may not be kept under conditions of confidentiality;
 - (ii) by implication, due to implementation of the decision – such as refusing entry to a person; and
 - (iii) to any regulator, authority or the like.

41. Power to suspend on issue of a Hearing Notice

- (a) This provision does not limit the powers of suspension arising under other provisions or legislation.
- (b) The CEO, has power to immediately suspend a member whom a Hearing Notice is being issued, from any or all rights and privileges of membership until the charge is heard and determined. This power may be exercised without the need

Constitution of Jervis Bay Community & Sports Club Ltd

for any further notification to the member or hearing and without the need to give any additional reason. The Hearing Notice must notify the member of any such suspension.

42. Return after suspension or application for membership after termination

- (a) Where a member has been suspended for any period in excess of one week (whatever the circumstances), then the Club may notify them that they are to participate in a Return Interview before returning. In that case, the member must not seek access to any of the Club's premises or to participate in any Club function or activity without first phoning the CEO's office to see if the Club requires the member to first attend an interview with representatives of the Club to discuss the Club's ongoing expectations of the member (a **Return Interview**).
- (b) Where the Club does require a Return Interview, the Club must use its reasonable endeavours on its part to see that the Return Interview can be completed without undue delay prior to the end of the suspension period.
- (c) Where the Club does require such a member to attend a Return Interview, the member must participate in a Return Interview at Club premises at a time to suit the mutual convenience of the member and the Club, before the member seeks to access any of the Club's premises or to participate in any Club function or activity.
- (d) The Club may also refuse to consider an application for membership from any person who has previously had their membership terminated, unless the person undergoes a Return Interview to the satisfaction of the Club.

Attachment 2 Board and Board Elections Regulations

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

1. Composition of the Board

- (a) The Club's Board consists of the following directors:
 - (i) Chairperson; and
 - (ii) respectively
 - (A) two other directors until the conclusion of the first AGM; and thereafter
 - (B) five other directors.
- (b) (Except to the extent, if any, that sufficient candidates do not offer themselves after a call for nominations or a call for expressions of interest) at any time, at least four of the members of the Board must be otherwise qualified members who have their normal place of residence within 50 km of the former VGC licensed premises.

2. Initial directors

The first directors nominated at the time of incorporation, continue in office until the first AGM.

3. Triennial rule

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

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

(Section 30)

1 Definitions

In this Schedule:

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

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

year means the period between successive general meetings.

2 (Repealed)

3 First general meeting under triennial rule

(1) The members elected to the governing body at the first general meeting at which the triennial rule applies shall be divided into 3 groups.

(2) The groups:

- (a) shall be determined by drawing lots, and
- (b) shall be as nearly as practicable equal in number, and
- (c) shall be designated as group 1, group 2 and group 3.

Constitution of Jervis Bay Community & Sports Club Ltd

(3) *Unless otherwise disqualified, the members of the governing body:*

- (a) *in group 1 shall hold office for 1 year, and*
- (b) *in group 2 shall hold office for 2 years, and*
- (c) *in group 3 shall hold office for 3 years.*

4 Subsequent general meetings

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

5 Casual vacancies

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

6 Re-election

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

7 Revocation of triennial rule

If the triennial rule is revoked:

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

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

Constitution of Jervis Bay Community & Sports Club Ltd

allocation of those positions must then be reported to and recorded in the minutes of the next Board meeting, which are final.

Example: if there are two three-year term positions and one two-year term position and one one-year term position up for election then the four candidates receiving the highest number of votes fill the positions with the two candidates receiving the highest number being elected for three-year terms, the candidate receiving the next highest number of votes filling the two-year position and the candidate who came fourth filling the one-year position.

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

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

4. Election of Chairperson

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

5. Mandatory Training By-laws

5.1 Background

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

5.2 Resolution

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

5.3 Relevant time

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

6. Mandatory training – variation or relaxation of requirements.

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

- (a) waive or vary a requirement under regulation 5 (Mandatory Training By-laws) where there are exceptional circumstances (and that may include taking into account that the particular director or candidate already has director training and skills by virtue of an existing qualification or past experience); or
- (b) approve of an alternative course of training or qualification in lieu of the requirement of a Mandatory Training By-Law.

7. Eligibility for nomination for election as a Director

To be eligible to be nominated to stand for election to the Board, a person must, at both the time of nomination and the time of election:

- (a) be a financial Full member;
- (b) (except to the extent that there insufficient candidates with this qualification), have been a continuous Full member of the Club for two years (for this purpose counting both membership of this Club and also Full membership of VGC up to the time of its amalgamation with SGBCC, disregarding the gap from the completion of that amalgamation up to the earlier of - the end of the second AGM of this Club, and the admission of new members consequent on the completion of any de-amalgamation by this Club with SGBCC);
- (c) hold, or have duly applied for, a personal Director Identification Number issued by ASIC (and provide that detail to the Club with their nomination);
- (d) not be, or have been within the last five years, an Employee of the Club;
- (e) not have had an insurer impose on or in connection with them, within the last five years:
 - (i) a loading on the usual premium, or

Constitution of Jervis Bay Community & Sports Club Ltd

- (ii) a higher than usual excess, or
- (iii) any material adverse unusual condition of insurance or coverage exclusion,

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

- (f) not currently be under suspension;
- (g) not have been convicted of an indictable offence (whether or not a conviction was actually recorded) (however any spent conviction within the meaning of the *Criminal Records Act 1991* is to be ignored)
- (h) not be a bankrupt, nor have made an arrangement or composition with their creditors
- (i) not be insane, or liable to have their estate dealt with in any way under any law relating to mental health
- (j) not be the subject of a current declaration of ineligibility to hold office as a member of the governing body of a registered club, under Part 6A of the RCA;
- (k) (if they are a key official or former key official within the meaning of the Gaming and Liquor Administration Act 2007 (NSW)), have obtained the requisite approval under that legislation;
- (l) not be disqualified under Rule 6.14(c);
- (m) not be disqualified under regulation 8 below; and
- (n) not otherwise be disqualified from holding office as a director of the Club.

8. Disqualification from being a director

- (a) Subject to (c) below, a member is disqualified from being elected as a director or continuing as a director if the member:
 - (i) is an elected member of a local Council, or State or Federal parliamentary member;
 - (ii) a director or senior manager, or a member of a Board committee, of another registered club, or
 - (iii) has a material personal interest in any hotel liquor licence relating to premises anywhere in Australia, or
 - (iv) at any time has or within the previous three years has had, a material personal interest in any contract or arrangement for the supply of goods or services to the Club for which the Club has paid or will be obliged to pay more than \$10,000 in any 12 month period:
 - (A) this can include but is not limited to, being a member, officer or employee of a relevant supplier;
 - (B) an honorarium approved at an AGM in respect of special honorary services rendered, does not count for this purpose;

Constitution of Jervis Bay Community & Sports Club Ltd

- (v) has, or is a member, officer or employee of a group or organisation that has, a material interest in any land that is zoned so as to permit any non-residential use that is within 500 metres of any of the Club's licensed premises:
 - (A) for this purpose, two properties are within 500 metres of each other if any part of one property is within 500 metres of any part of the other property
 - (B) for this purpose, a material interest includes a direct or indirect ownership interest or a direct or indirect interest as a tenant
 - (C) this can include an interest that is held jointly or individually together with one or more others
 - (D) such a group or organisation can include an unincorporated or incorporated association or a body corporate or a firm;
- (vi) resides more than 50 kilometres away from the main premises of the Club.
- (b) A Member who is currently unfinancial or under suspension is ineligible to be nominated for or elected to the Board or to any office or committee or to perform duties as holder of an office or member of any committee.

9. Exemption from disqualification

- (a) If a member would otherwise be disqualified under Rule 6.14(c) or regulation 7(a), 7(d), 7(e), or 8, the member may apply for and the Board may grant an exemption as follows.
- (b) The member must apply to the Board for exemption. The application must be in writing accompanied by full details of the circumstances that would otherwise disqualify the member.
- (c) The member must provide the Board, if requested, with any other relevant information reasonably requested by the Board.
- (d) The Board may grant exemption to the member if the Board sees fit, by resolution of the Board at a duly convened meeting of the Board.
 - (i) Such a resolution requires the support of at least five directors in favour in order to be carried.
 - (ii) The Board is not obliged to publish any reasons for its decision.
 - (iii) The Board may, but is not obliged to, take into account the Board's assessment of the potential of the member to make a contribution to the Board if the member were to be elected as a director, weighed against the potential for the disqualifying grounds to be adverse to the interests of the Club.
- (e) An exemption so granted by the Board is effective up until the completion of the immediate next annual election of directors and, if the member is elected as a director at that election then the exemption continues for the whole of the term for which the member is then elected. If the member subsequently wishes to be a candidate for re-election, then the member may only do so if the member re-applies for and is granted a further exemption on each occasion.

Constitution of Jervis Bay Community & Sports Club Ltd

10. Nomination Committee

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

11. Election By-laws

The Board may from time to time make such By-laws not inconsistent with the Constitution as it thinks necessary for the conduct of any election and all matters in connection therewith, but not so as to preclude the dissemination by members of electioneering material in written or electronic form, other than within the Club premises.

12. Election process and timetable

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

Constitution of Jervis Bay Community & Sports Club Ltd

Action or milestone	Timing
Board scheduling of the date for the AGM.	<p>At least three months in advance.</p> <p>Note: this only involves choosing the intended date and it does not require the issue of the notice of meeting.</p> <p>Where in good faith the Board has scheduled a date for the AGM but there is a reasonable need to subsequently change that date before the Notice of Meeting is issued, the date may be changed to a later date but that does not affect the timetable already in place for nominations and other pre-election steps.</p>
If and where thought desirable, the Board makes or updates any election By-laws.	Prior to the appointment of the Returning Officer.
If and where thought desirable, the Board resolves to require candidates who had not previously been a director, to attend a pre-nomination information session.	Prior to the appointment of the Returning Officer.
Board appointment of the Returning Officer.	At least six weeks before the date set for the AGM.
Board appointment of times and dates for pre-nomination information sessions for prospective candidates (if the Board has prescribed a requirement for candidates to attend such a session).	<p>To take place in the week before nominations open.</p> <p>At least two sessions - one during the week between 7.30pm and 9.30pm; and the other on a Saturday or Sunday before 1pm.</p> <p>Pre-nomination information sessions must be scheduled to take place at Club premises usually at the Office.</p>
<p>Call for nominations by notice from the Returning Officer exhibited on the Notice Board, with details of any pre-nomination information session times and dates, and of the Nomination Period (see below).</p> <p>The Club may choose to, but is not obliged to, also give notice of the call for nominations, to members in other ways.</p>	At least one month before the AGM.
The setting of the AGM date determines the Nomination Period .	<p>A period of 7 days commencing 21 days before, and ending 14 days before, the date of the AGM and closing at 5 PM on the last day of the period.</p> <p>Example: if the AGM is set for Sunday 27, the Nomination Period is from Monday 6 until 5pm on Sunday 13</p>

Constitution of Jervis Bay Community & Sports Club Ltd

Action or milestone	Timing
The Board must prescribe the required nomination form and nomination forms must be available to members at the Office.	From 28 days before the date of the AGM until the close of the Nomination Period.
To be eligible, a candidate must lodge their nomination form (duly completed) in person, at the Office.	During the period 9am to 5pm throughout the prescribed Nomination Period.
The Returning Officer sets the time and date for the drawing of lots by the Returning Officer (if necessary) to determine positions on the ballot paper.	Being a date within seven days of the close of the Nomination Period. Must be scheduled to take place at the Returning Officer's premises. Any current director and any candidate, may attend.

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

- (a) Any two financial full members may nominate any other qualified member for election as a director.
- (b) A nomination of a member to be elected to the Board must:
 - (i) be in writing;
 - (ii) specify the full name and Club membership number of the nominee (candidate);
 - (iii) be signed by the nominee;
 - (iv) specify the full names and Club membership number of both nominators;
 - (v) be signed by both nominators; and
 - (vi) be duly lodged with the CEO at the Office before the closing of the Nomination Period.
- (c) All nomination papers must be in the form prescribed by the Board from time to time (and see regulation 12 above).
- (d) The prescribed nomination form may require a candidate to complete a statutory declaration in relation to matters material to their potential election as a director of the Club and also an acknowledgment that they are aware of the duties and responsibilities of a director of the Club.
- (e) A candidate, with their nomination, may supply details of their qualifications, experience, skills and other relevant matters for posting to members. In providing those details, each candidate is limited to 200 words. The material must not be defamatory or misleading. The Returning Officer acting reasonably may decline to forward, or may edit, any materials supplied by a candidate which in the opinion of the Returning Officer after taking legal advice from the Club's legal advisor if so required by the Returning Officer, is defamatory or offensive to good taste, misleading, or exceeds the maximum permitted length.
- (f) Any candidate details must be displayed and set out in a uniform manner, in the materials made available to members at the Relevant Election Meeting.

Constitution of Jervis Bay Community & Sports Club Ltd

Materials (if made available as a single document) must appear in the same order as the names of the candidates on the ballot paper. A candidate may not object if his or her details appear in the correct order but due to reasonable requirements for printing, appear on the back or some other particular position on a page.

- (g) A candidate who has not previously been a director of the Club, must in their nomination undertake in writing to duly complete (within 12 months of being elected to the Board), training within the meaning of “required training” under Regulation 21A(5) of the regulations under the RCA or alternatively have their qualifications, skills and work experience recognised as entitling them to exemption pursuant to Regulation 21C.
- (h) A candidate who has nominated for election to the Board may not withdraw their nomination once lodged.
- (i) The CEO must as soon as practicable after the end of the nomination period post the name of the candidates nominated, on the Club’s noticeboard and the names of the candidates must remain on the notice board until the conclusion of the Relevant Election Meeting.

14. Election of the Board

14.1 Returning Officer

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

14.2 How are the members of the Board elected?

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

Constitution of Jervis Bay Community & Sports Club Ltd

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

Constitution of Jervis Bay Community & Sports Club Ltd

- (s) If there is an equality of votes for any position or positions in a particular ballot, then the Returning Officer must advise the candidates concerned of such a situation, as soon as reasonably convenient in order that they might have the opportunity to decide the issue. The candidates concerned may but are not obliged to decide the issue between themselves or by lot or such other manner as they determine, in which case they must advise the Returning Officer of the outcome. If the Returning Officer does not receive consistent advice of such decision from all of the candidates concerned on request or in the case of any dispute between the candidates concerned in that regard, the issue must be decided by lot or lots drawn by the Returning Officer at the Relevant Election Meeting following the closing of the ballot.
- (t) On completion of the counting of the ballot in a particular election, the Returning Officer must report the results in writing to the Chair at the Relevant Election Meeting. The Chair must announce the reported results at the Relevant Election Meeting and declare those persons elected to take office from the conclusion of that meeting.
- (u) All ballot papers must be destroyed under the supervision of the Returning Officer at the end of two months after the Relevant Election Meeting, unless the members at the Relevant Election Meeting resolve otherwise.
- (v) The directors in office at the commencement of a Relevant Election Meeting continue in office until the conclusion of that meeting, despite the result of such ballot being declared at the meeting.

15. When does a Board position become vacant?

A director ceases to hold office when and if they;

- (a) deliver a written resignation to the Club
- (b) cease to be a member of the Club
- (c) become an Employee
- (d) are subject to an order made under the Corporations Act (or under any other law) prohibiting him or her from being a director or is otherwise prohibited from being a member of the Board under any law
- (e) are the subject of a resolution by the Board supported by at least four directors, that determines that in the reasonable opinion of the Board they have failed to comply with their obligations under any of:
 - (i) Part 4A of the RCA (“Accountability”), or
 - (ii) Part 2D.1 Division 2 of the Corporations Act (“Disclosure of, and voting on matters involving, material personal interests”), or
 - (iii) the current Director Code of Conduct adopted by the Boardand that the Board does not accept any explanation or apology from the director in that regard (and the provisions of regulation 17 of the Disciplinary Proceedings Code, apply)
- (f) become prohibited from being a member of the Board by reason of any provision of this Constitution such as becoming disqualified under any provision of this Constitution

Constitution of Jervis Bay Community & Sports Club Ltd

- (g) become bankrupt, or makes an arrangement or composition with their creditors unless the Board declares their office not to be vacant as a result
- (h) become insane, or their estate is liable to be dealt with in any way under any law relating to mental health
- (i) are convicted of an indictable offence (unless no conviction is actually recorded and the Board declares their office not to be vacant as a result)
- (j) are absent without the Board's prior consent, from three consecutive Board meetings unless the Board declares their office not to be vacant as a result;
- (k) do not within the required period meet the requirement of a Mandatory Training By-law (see regulation 5);
- (l) die; or
- (m) are removed in conformity with the Corporations Act.

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

- (a) The Board may continue to act despite any casual vacancy. This provision does not limit Rule 30.3 (Quorum).
- (b) The Board may at any time appoint any Full member who is otherwise eligible to be nominated for election to a position on the Board, to fill any casual vacancy. Any person appointed to fill a casual vacancy holds office until the next AGM.
- (c) However, this provision is otherwise strictly subject to and does not limit the provisions of regulation 1 (Composition of the Board) or any of the other provisions of this Constitution in relation to eligibility to be a director or disqualification from being a director (although the provisions in relation to potential exemptions from those requirements are applicable).
- (d) Despite anything said or implied elsewhere in this Constitution, the Board is not expected to fill a casual vacancy arising more than six months after the previous AGM, except to the minimum extent necessary in order to ensure that there are always at least sufficient continuing directors to provide a quorum at a Board meeting.
- (e) A casual vacancy is filled by an appointment made by a resolution of the Board, and not an election.
- (f) The Board may require a candidate, or potential candidate, to fill a casual vacancy to lodge a completed nomination form as if the candidate were being nominated for election.
- (g) The Board may fill a casual vacancy with a qualified candidate known to the Board, without being concerned to call for expressions of interest or conduct any similar such process. There is no convention that requires the Board to give any preference to any unsuccessful candidate at any previous election.

17. Additional appointments to the Board

- (a) The Board may exercise any power conferred by the RCA to appoint additional persons as members of the Board, in addition to the number of directors elected in accordance with regulation 1 (Composition of the Board).

Constitution of Jervis Bay Community & Sports Club Ltd

- (b) A person may not be appointed under this provision if they are prohibited or disqualified by some provision of this Constitution from being or continuing as a director.
- (c) A person may not be appointed under this provision for a second or subsequent term. That applies irrespective of the period of the term for which they were first appointed. However, this does not disqualify the person from standing for election to the Board for a second or subsequent term.
- (d) A person may only be appointed to the Board under this provision if they have first consented in writing to be so appointed and have provided the Board with the same documentation (with the minimum necessary changes) that would be required if the person was a candidate for election to the Board.
- (e) A resolution of appointment pursuant to this provision must:
 - (i) record the term of appointment, which must not exceed the maximum permitted by the RCA (which at the date of the adoption of this Rule is three years),
 - (ii) state the reasons for the person's appointment, the person's relevant skills and qualifications, and any payments to be made to the person in connection with his or her appointment.
- (f) Within 21 days of an appointment being made, the Club must cause the required notice to be displayed at the premises of the Club.
- (g) A director appointed under this provision remains subject to all other provisions of this Constitution in relation to a director and without limiting those general words, the provisions of regulation 15 above.
- (h) No payment is to be made to a director appointed under this provision, in respect of their appointment or their service as a director, except only to the extent permitted by the RCA. The Board may award a director appointed under this provision, the whole or any part of any honorarium approved for such an appointee at the last Annual General Meeting or if no such honorarium has currently been approved, a director appointed under this provision is entitled to the same honorarium as approved for other directors at the last Annual General Meeting.
