Jaguar Drivers Club of SA Incorporated

Constitution

Incorporation Number A12021

TABLE OF CONTENTS

1. NAME OF CLUB 3
2. DEFINITIONS AND INTERPRETATION 3
3. OBJECTS OF THE CLUB 5
4. POWERS OF THE CLUB 5
5. MEMBERS 6
6. MEETINGS OF MEMBERS 11
7. MANAGEMENT 15
8. RECORDS AND ACCOUNTS 23
9. ADMINISTRATION 25

Version Control

CONSTITUTION

1. NAME OF CLUB

The name of the Club is **Jaguar Drivers Club of SA Incorporated** (**Club**).

2. DEFINITIONS AND INTERPRETATION

Definitions

In this constitution, unless the contrary intention appears:

'Act' means the *Associations Incorporation Act 1985 (SA)*.

'Executive Committee' means the Management Committee who are entrusted to manage the Club's affairs as detailed in Section 7.

'Constitution' means this constitution of the Club.

'Family Member - Main' means an individual who wishes to have direct family members linked to their membership

'Family Members - Plus' means spouse or partner and immediate children of the Family Member.

'Individual Member' means an individual without any family links.

'Life Member' means an individual appointed as a Life Member of the Club under **clause 5.2.**

'Life Member Associate' means the spouse or partner of a Life Member under **clause 5.2**.

'Member' means a Member of the Club for the time being under **clause 5**.

'Link within membership' means a term used within the database that 'links the members within a membership category. e.g. Family Member with Family Member - Plus

'Federation or (FHMC)' means the Federation of Historic Motoring Clubs means the peak body through which the SA Government department liaises with in relation to the preferential registration scheme for classic and historic cars in SA.

'Financial year' means the time period in which the financial accounts are prepared. The Regulations detail the current financial year.

'Meetings': There are three meetings allowing members to have the opportunity to express opinions and vote on various matters as listed under **clause 6**:

(a) **'General Meetings'** of the Club may be held on a regular basis (e.g. monthly) to communicate to members what is happening within the Club

(b) **'Annual General Meeting' (or AGM)** is held once per year in accordance with the Act to receive financial accounts and elect the Executive Committee.

(c) **'Special General Meeting'** are special meetings that are convened by Members or the Executive Committee to discuss extraordinary issues.

'Registers' means a group of members who own or share an interest in a model of a Jaguar, SS, Daimler or Lanchester. In addition, they may represent a group of members who do not have a specific attachment to a vehicle model. e.g. A social register. 'Registers' are approved by the Executive Committee. The Club uses the colloquial name 'Registers' to describe all these groups.

'Objects' means the objects of the Club in **clause 3**.

'Register' of Club records means a list of details that may be stored in an electronic form or in a manual handbook

'Patron' means a person of high standing within the community as defined in the regulations and is appointed by the Executive Committee.

'Special resolution' means a special resolution defined in the Act.

Interpretation

In this constitution:

- A reference to a function includes a reference to a power, authority and duty.
- A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty.
- Words importing the singular include the plural and vice versa.
- Words importing any gender include the other genders.
- References to persons include corporations and bodies politic.
- References to a person include the legal personal representatives, successors and permitted assigns of that person.
- A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction).
- A reference to 'writing' shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

Severance

If any provision of this constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this constitution.

The Act

Except where the contrary intention appears, in this constitution an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this constitution.

3. OBJECTS OF THE CLUB

The Club is established solely for the objects. The objects of the Club are established to:

(a) Conduct, encourage, promote, advance, administer and perpetuate the Jaguar, SS, Daimler and Lanchester Marques to the wider community.

(b) Act at all times, on behalf of and in the interest of the members.

(c) Affiliate and otherwise liaise with the regional and/or state organisations which align with these objects.

(d) Have regard to the public interest in its operations.

(e) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

(f) Provide members with access to preferential registration system that may be provided by the South Australian Government.

(g) The Club shall be a not-for-profit organisation

4. POWERS OF THE CLUB

Solely for furthering the objects, the Club shall have all the powers conferred by section 25 of the Act.

5. MEMBERS

5.1 Members of the Club shall consist of:

(a) Individual Member: A member over the age of eighteen (18) with no family additions as per **clause 5.1(b) or 5.1(c)**; who subject to this constitution, shall have the right to receive notice of meetings, to be present, to debate and to vote.

(b) Family Membership: A Member plus the option of a spouse or partner and/or immediate children who subject to this constitution, shall, if each individual linked to this membership is over the age of eighteen (18) have the right to receive notice of meetings, to be present, to debate and to vote.

(c) Life Member: who subject to this constitution, shall have the right to receive notice of meetings, to be present, to debate and to vote. These rights also extend to the partner of the Life Member as defined in **clause 5.2(d**).

(d) A Patron, if appointed from outside of the membership categories in clause 5.1(a-c), will not be regarded as a financial member, who subject to this constitution and **clause 9.10**, shall all have the right to receive notice of meetings and to be present debate but will not have a vote at meetings.

(e) Members in **clauses 5.1 (a), (b) & (c)** are regarded as financial members of the Club for the purposes of the Conditional Registration Scheme in South Australia.

5.2 Life Members

(a) Any person of at least fifteen (15) years membership, being an Individual or Family Member who has rendered exceptional service to the Club and meets the criteria as approved by the Executive Committee may be nominated for Life Membership by four members of the Club. (One nominator must be an existing Life Member and one nominator must be a member with greater than 10 years membership).

(b) The nomination to the Executive Committee must include a 'Life Member Assessment Criteria' sheet showing a score of at least 30 points and nominee's details in accordance with the Life Member Policy.

(c) The Executive Committee will have the authority to award Life Membership where a simple majority of the Executive Committee deem it appropriate in accordance with the Life Membership Policy. Members so approved will be awarded at the Annual General Meeting.

(d) A Life Member which includes their spouse or partner as Life Member Associate shall not be required to pay any membership fees and are therefore considered financial members of the Club. Upon the death of a Life Member the remaining spouse/partner will remain as a Life Member Associate with no membership fees payable.

(e) The spouse or partner of a Life Member who resigns from the Club and then wishes to remain as a member will need to become a member in their own right.

(f) A Life Member who resigns from the Club cannot re-join the Club as a Life Member.

(g) Family Member - Plus, other than spouse or partner linked to a Life Member will not be regarded as life members and must become a member in their own right once a Life Member resigns or is deceased.

5.3 Application for membership

An application for membership must be:

(a) In writing on or in the form prescribed from time to time by the Executive Committee (if any), from the applicant or its nominated representative and lodged with the Club.

(b) Accompanied by the appropriate fee, if any.

5.4 Discretion to Accept or Reject Application

(a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 5.3** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.

(b) The name of each applicant with the exception of minors shall be displayed in the Club magazine for the consideration of the membership.

(c) If no objections are received by or at the next General Meeting, the applicant is deemed to be a member from that General Meeting.

(d) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

5.5 Renewal

Individual and Family Members must renew their membership annually in accordance with the procedures set down by the Club in regulations from time to time.

5.6 Deemed Membership

(a) All persons who are, prior to the approval of this constitution under the Act, members of the Club shall be deemed members from the time of approval of this constitution under the Act.

(b) Any members of the Club, prior to approval of this constitution under the Act, who are not deemed members under **clause 5.6(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this constitution.

5.7 Club to keep Membership Register

The Club shall keep and maintain a membership register in which shall be entered (as a minimum):

(a) The name, address and date of entry of each member.

(b) Where applicable, the date of termination of membership of any member.

Members shall provide notice of any change and required details to the Club within one month of such change.

5.8 Inspection of Membership Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any member, shall be available for inspection (but not copying) by members, upon reasonable request and approval by the Executive Committee.

5.9 Use of Membership Register

Subject to the Act, confidentiality considerations and privacy laws, the register may be used to further the objects, in such manner, as the Executive Committee considers appropriate.

5.10 Effect of Membership

Members acknowledge and agree that:

(a) This constitution forms a contract between each of them and the Club and that they are bound by this constitution and the regulations.

(b) They shall comply with and observe this constitution and the regulations and any determination, resolution or policy, which may be made or passed by the Executive Committee or other entity with delegated authority.

(c) By submitting to this constitution and regulations, they are subject to the jurisdiction of the Club.

(d) The constitution and regulations are necessary and reasonable for promoting the objects.

(e) They are entitled to all benefits, advantages, privileges and services of Club membership.

5.11 Notice of Resignation or Death

(a) A member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.

(b) Once the Club receives a notice of resignation of membership given under **clause 5.11(a),** or death it must make an entry in the register that records the date on which the member ceased to be a member.

5.12 Discontinuance for Breach

(a) Membership of the Club may be discontinued by the Executive Committee upon breach of any clause of this constitution or the regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the regulations or any resolutions or determinations made or passed by the Executive Committee.

(b) Membership shall not be discontinued by the Executive Committee under **clause 5.12(a)** without the Executive Committee first giving the accused member the opportunity to explain the breach and/or remedy the breach.

(c) Where a member fails, in the Executive Committee's view, to adequately explain the breach, that member's membership shall be discontinued under **clause 5.12(a)** by the Club giving written notice of the discontinuance to the member. The register shall be amended to reflect any discontinuance of membership under this **clause 5.12** as soon as practicable.

5.13 Member to Re-Apply

A member whose membership has been discontinued under **clauses 5.11 or 5.12**:

(a) Must seek renewal or re-apply for membership in accordance with this constitution

(b) May be re-admitted at the discretion of the Executive Committee and in accordance with this constitution.

5.14 Forfeiture of Rights

A member who ceases to be a member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including intellectual property. Any Club documents, records or other property in the possession, custody or control of that member shall be returned to the Club immediately.

5.15 Membership may be Reinstated

Membership, which has been discontinued under this **clause 5,** may be reinstated at the discretion of the Executive Committee, with such conditions as it deems appropriate.

5.16 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued member may be refunded on a pro-rata basis to the member upon discontinuance in accordance with the appropriate policy.

5.17 Discipline

The Executive Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

(a) Breached, failed, refused or neglected to comply with a provision of this constitution, the regulations or any resolution or determination of the Executive Committee.

(b) Acted in a manner unbecoming of a member, or prejudicial to the purposes and interests of the Club.

(c) Brought the Club or any other member into disrepute.

That member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the regulations.

The Executive Committee may appoint a sub-committee to deal with any disciplinary matter referred to it. Such judiciary Committee shall operate in accordance with the procedures expressed in the regulations but is subject always to the Act.

5.18 Grievance Procedure

(a) The grievance procedure set out in this rule applies to disputes under these rules between a member and:

(i) Another member

(ii) The Club.

(b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.

(c) The Executive Committee may prescribe additional grievance procedures in regulations consistent with this **clause 5.18**.

5.19 Subscriptions and Fees

The annual membership subscription (if any) and any fees or other levies payable by members to the Club and the time for and manner of payment shall be as determined by the Executive Committee.

6. MEETINGS OF MEMBERS

6.1 The meetings that can be convened where members have the opportunity to express opinions and vote on various matters are:

(a) General Meetings.

(b) Annual General Meetings of the Club which must be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Executive Committee.

(c) Special General Meetings of the Club are special meetings that are convened by members to discuss extraordinary issues.

6.2 Attendance at Meetings

Unless this Constitution expressly provides otherwise, members, the auditor (if appointed) and the Executive Committee members are entitled to attend meetings but only members are entitled to vote.

6.3 Notice of Meetings

(a) Notice of every meeting shall be given to every member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's register. The auditor, if appointed, shall also be entitled to receive notice of every Annual General Meeting. This will be sent to the auditor's last known address. No other person shall be entitled, as of right, to receive notices of meetings.

(b) At least seven (7) days' notice of any General Meeting must be given to those Members entitled to receive notice and specify the place, day and hour of the meeting.

(c) At least twenty-one (21) days' notice of a Special or Annual General Meeting must be given to those members entitled to receive notice, together with:

(i) The agenda for the meeting.

(ii) Any notice of motion received from Members entitled to vote.

(d) The ordinary business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Executive Committee, the election of Executive Committee members under this Constitution and the appointment of the auditor, if applicable.

(e) All business that is transacted at a Special Meeting or an Annual General Meeting, other than those matters referred to in clause 6.3(d) is special business. No business other than that stated on the notice for a Meeting may be transacted at that meeting.

(f) Special or other business can be tabled without notice at a General Meeting.

6.4 Proceedings at Meetings

(a) No business may be transacted at a Special or Annual General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for Annual General Meetings or Special General Meetings of the Club shall be thirty (30) members present and eligible to vote.

(b) No business may be transacted at a General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be thirty (30) members present and eligible to vote.

6.5 Chairperson to Preside at Meetings

(a) The chairperson of the Executive Committee will, subject to this Constitution, preside as chairperson at every meeting except:

(i) In relation to any election for which the chairperson of the Executive Committee is a nominee; or

(ii) Where the chairperson of the Executive Committee has a conflict of interest.

(b) If the chairperson of the Executive Committee is not present or is unwilling or unable to preside, the members present must appoint another Executive Committee member to preside as chair for that meeting only.

6.6 Adjournment of Annual General Meetings and Special General Meetings

(a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the chairperson determines. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting

(i) If the meeting was convened on the requisition of members under **clause 6.10**, the meeting will lapse; and

(ii) In any other case, those members present will constitute a quorum.

(b) The chairperson may, with the consent of any meeting at which a quorum is present, and must, if directed by the meeting, adjourn the meeting from time to time and from place to place but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

(d) Except as provided in **clause 6.6(c)**, it is not necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

6.7 Voting Procedure at Meetings

At any meeting a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

(a) The chairperson; or

(b) A simple majority of members present at the meeting and eligible to vote for General Meetings and Annual General Meetings.

Proxy voting shall not be permitted at any meetings.

6.8 Recording of Determinations at Meetings

A declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club is conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

6.9 Voting at Meetings

(a) Each member as permitted in **clause 5.1 (a), (b), (c)** is entitled to one (1) vote at meetings.

(b) The chairperson of a meeting does not have a casting vote.

6.10 Special General Meetings

(a) The Executive Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.

(b) Requisition of Special General Meetings

(i) On the requisition in writing of not less than ten per cent (10%) of the total number of members, the Executive Committee must, within one month after the receipt of the requisition, and give notice as per Clause 9.5, convene a Special General Meeting for the purpose specified in the requisition.

(ii) Every requisition for a Special General Meeting must be signed by requisitioning members, state the purpose of the meeting and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the members making the requisitions.

(iii) If the Executive Committee does not cause a Special General Meeting to be held within one month after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.

(iv) A Special General Meeting convened by members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Executive Committee and for this purpose the Executive Committee must ensure that the members making the requisition are supplied free of charge with particulars of the members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Club.

(c) Voting at a Special General Meeting requires seventy five percent (75%) of members present at the meeting and eligible to vote, to vote in the affirmative for a motion to be passed.

7. MANAGEMENT

The members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this constitution, and thereafter the positions of Executive Committee members shall be filled, vacated and otherwise dealt with in accordance with this constitution.

7.1 Powers of the Executive Committee

(a) Subject to the Act and this constitution, the business and affairs of the Club shall be managed and the powers of the Club shall be exercised by the Executive Committee for that purpose,

(b) In addition to **clause 7.1(a)**, the Board has the responsibility for the management and control of the funds and other property of the Club,

(c) The Executive Committee shall act in accordance with the objects and shall operate for the benefit of the members and the community.

7.2 Composition of the Executive Committee

The Executive Committee shall comprise:

(a) At least four (4) and up to six (6) elected Executive Committee members as determined by the Executive Committee and defined in **clause 7.2(b) and (c)** who must all be members and who shall be elected under **clause 7.6** and are entitled to vote.

(b) The Executive Committee positions that must be elected are:

- President
- Vice President
- Secretary
- Treasurer

(c) Up to two (2) appointed Executive Committee members who need not be members and who may be appointed by the Executive Committee elected under **clause 7.8** and are entitled to vote at the Executive Committee.

(d) Register Secretaries; who are elected by the individual Register members, are also considered voting members of the Executive Committee. The Executive Committee does not approve the Secretaries, having been elected by the Registers they represent and merely note their appointment.

(e) Any other office holders or member may attend any Executive Committee meeting by invitation but do not have a vote.

(f) Registers must be approved by the Executive Committee.

7.3 Election and Appointment of Executive Committee Members ®

(a) The elected Executive Committee members shall be elected under **clause 7.6**.

(b) The appointed Executive Committee members may be appointed under **clause 7.8**.

7.4 Nomination for Executive Committee

Nominations for elected Executive Committee positions shall be initially called for thirty days prior to the Annual General Meeting. Nominations can be received up to the commencement of the Annual General Meeting. When calling for nominations, details of the necessary qualifications and job description for the positions, if applicable, shall also be provided. The Executive Committee shall determine qualifications and job descriptions from time to time.

7.5 Form of Nomination

Nominations must be:

(a) In writing

(b) On the prescribed form (if any) provided for that purpose

(c) Certified by the nominee who must be either an Individual, Family Member - Main, Family Member - Plus or Life Member expressing their willingness to accept the position for which they are nominated

(d) Seconded by a member who must be either an Individual, Family Member – Main, Family Member - Plus or Life Member.

(e) Delivered to the Club by the date fixed for the Annual General Meeting.

7.6 Elections

(a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Executive Committee, then those nominated shall be declared elected only if approved by the majority of members entitled to vote.

(b) If there are insufficient nominations received to fill all vacancies on the Executive Committee, or if a person is not approved by the majority of members under **clause 7.6(a)**, the positions will be deemed casual vacancies under **clause 7.11**.

(c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Executive Committee.

(d) Voting shall be conducted in such a manner and by such a method as determined by the Executive Committee from time to time.

7.7 Term of Appointment for Elected Committee Members

(a) Executive Committee members under **clause 7.2** and elected under **clause 7.6** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to early retirement or removal of Executive Committee members. Elected Executive Committee members shall remain in office from the conclusion of the Annual General Meeting at which their relevant election occurred until the conclusion of the second Annual General Meeting following.

(b) Subject to clause 7.7(a) the Executive Committee will attempt to have staggered terms to ensure operational continuity.

(c) Register Secretaries noted under clause 7.2(d) shall be appointed for a term of one (1) year.

(d) Following the adoption of this constitution, no person, other than the position of President, who has served as an elected Executive Committee member or appointed Executive Committee member for a period of six (6) years shall be eligible for election as an elected Executive Committee member until the next Annual General Meeting following the date of conclusion of their last term as an elected Executive Committee member.

(e) Following the adoption of this constitution, no person in the position of President is eligible to serve for a period greater than four (4) years. They shall not be eligible for election as President until the next Annual General Meeting following the date of conclusion of their last term as President.

(f) Register Secretaries have no maximum term other than in the interests of the Club and the Register

(g) If the law requires the elected Executive Committee members to have a particular qualification or clearance (for example, police clearance), the elected Executive Committee members term will not begin until the qualification or clearance has been established.

7.8 Appointment of Executive Committee Members

The elected Executive Committee members may appoint up to two appointed Executive Committee members.

(i) **Qualifications for Appointed Executive Committee Members**

The appointed Executive Committee members may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the committee composition. They do not need to be members of the club.

(ii) **Term of Appointment**

Appointed Executive Committee members may be appointed by the elected Executive Committee under this constitution for a term of one year, which shall commence from the first Executive Committee meeting after the Annual General Meeting until after the conclusion of the second Annual General Meeting that follows.

7.11 Casual Vacancies

Any casual vacancy occurring in the position of Executive Committee member may be filled by the remaining Executive Committee members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Executive Committee member's term under this constitution.

7.12 Grounds for Termination of Executive Committee Member

In addition to the circumstances in which the office of an Executive Committee member becomes vacant by virtue of the Act, the office of an Executive Committee Member becomes vacant if the Executive Committee member:

(a) Dies,

(b) Becomes bankrupt or makes any arrangement or composition with their creditors generally,

(c) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health,

(d) Resigns their office in writing to the Club,

(e) Is absent without the consent of the Executive Committee from meetings held over a period of six months,

(f) Holds any office of employment with the Club without the approval of the Executive Committee,

(g) Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest,

(h) In the opinion of the Executive Committee (but subject always to this constitution):

(i) Has acted in a manner unbecoming or prejudicial to the objects and interests of the Club,

(ii) Has brought the Club into disrepute,

(i) Is removed by Special Resolution,

(j) Would otherwise be prohibited from being an Executive Committee member of a corporation under the *Corporations Act 2001 (Cth.)*.

7.13 Executive Committee may Act

In the event of a casual vacancy or vacancies in the office of an Executive Committee member(s), the remaining Executive Committee members may act. However, if the number of remaining Executive Committee members is not sufficient to constitute a quorum at a meeting of the Executive Committee, they may act only for the purpose of increasing the number of Executive Committee members to a number sufficient to constitute a quorum.

7.14 Executive Committee to Meet

The Executive Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. An Executive Committee member may at any time convene a meeting of the Executive Committee within reasonable time.

7.15 Decisions of Executive Committee

Subject to this Constitution, questions arising at any meeting of the Executive Committee may be decided by ordinary resolution. Each Executive Committee member has one (1) vote on any question. The chair does not have a casting vote.

7.16 Circulatory Resolutions

(a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by all the Executive Committee members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Executive Committee members duly convened and held. Any such resolution may consist of several documents in like form each signed or assented by one (1) or more of the Executive Committee members.

(b) A resolution may not be passed under **clause 7.16(a**) if, before it is circulated for voting under **clause 7.16(a)** the Executive Committee resolves that it can only be put at a meeting of the Executive Committee.

(c) A resolution passed under this clause must be recorded in the minutes.

(d) Refer to Regulations for detail of the process.

7.17 Resolutions Not in Meeting

(a) Without limiting the power of the Executive Committee to regulate its meetings as it thinks fit, a meeting of the Executive Committee may be held where one or more of the Executive Committee members is not physically present at the meeting, provided that:

(i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.

(ii) Notice of the meeting is given to all the Executive Committee members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive Committee or this constitution. The notice will specify that Executive Committee members are not required to be present in person.

(iii) If a failure in communications prevents clause **7.17(a)(i)** from being satisfied by the number of Executive Committee members which constitutes a quorum, and none of such Executive Committee members are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 7.17(a)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.

(iv) Any meeting held where one or more of the Executive Committee members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided an Executive Committee member is there present. If no Executive Committee member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

7.18 Quorum

At meetings of the Executive Committee the number of Executive Committee members whose presence is required to constitute a quorum is fifty percent (50%) of the elected Executive Committee plus one (1).

The chairperson has a deliberative vote only and no casting vote.

7.19 Notice of Executive Committee Meetings

Unless all Executive Committee members agree to hold a meeting at a shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than four (4) days' written notice of the meeting of the Executive Committee shall be given to each Executive Committee member. The agenda shall be forwarded to each Executive Committee member no less than four days prior to the meeting.

7.20 Chairperson

The chairperson shall be the elected President of the Club and will act as chair of any Executive Committee Meeting or Member Meetings at which they are present. If the chairperson is not present or is unwilling or unable to preside at an Executive Committee meeting, the remaining Executive Committee members shall appoint another Executive Committee member to preside as chair for that meeting only.

7.21 Conflict of Interest

An Executive Committee member shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. They shall, unless otherwise determined by the Executive Committee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Executive Committee member casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for an Executive Committee member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Executive Committee. If this is not possible, the matter shall be adjourned or deferred.

7.22 Disclosure of Interests

(a) The nature of the interest of an Executive Committee member must be declared at the meeting of the Executive Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Executive Committee at the next meeting of the Executive Committee. If an Executive Committee member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Executive Committee held after the Executive Committee member becomes interested.

(b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

7.23 General Disclosure

A general notice stating that an Executive Committee member is a member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 7.22**. After the distribution of the general notice, it is not necessary for the Executive Committee member to give a special notice regarding any particular transaction with that firm or company.

7.24 Recording Disclosures

Any declaration made, any disclosure or any general notice given by an Executive Committee member in accordance with **clauses 7.21, 7.22 and/or 7.23** must be recorded in the minutes of the relevant meeting.

7.25 Executive Committee May Delegate Functions

(a) The Executive Committee may, by instrument in writing, create, establish or appoint special sub-committees, individual officers and consultants to carry out specific duties and functions.

(b) It will determine what powers these sub-committees are given. In exercising its power under this clause, the Executive Committee must take into account broad stakeholder involvement.

7.26 Delegation by Instrument

In the establishing instrument, the Executive Committee may delegate such functions as are specified in the instrument, other than:

(a) This power of delegation; and

(b) A function imposed on the Executive Committee by the Act, any other law, this constitution, or by resolution of the Club in a General Meeting.

7.27 Delegated Function Exercised in Accordance with Terms

A function, the exercise of which has been delegated under this clause, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

7.28 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Executive Committee. The entity exercising delegated powers shall make decisions in accordance with the objects, and it shall promptly provide the Executive Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Executive Committee.

7.29 Delegation may be Conditional

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

7.30 Revocation of Delegation

At any time, the Executive Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

7.31 Common Seal

The Club shall have a seal upon which its Club name shall appear in legible characters.

(a) The seal shall not be used without the express authorisation of the Executive Committee. Every use of the seal shall be recorded in the Club's minutes. Two Executive Committee members must witness every use of the seal.

8. RECORDS AND ACCOUNTS

8.1 Records

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Executive Committee). It shall produce these as appropriate at each Executive Committee or Annual General Meeting.

8.2 Records kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act. The Club shall retain such records for seven years after the completion of the transactions or operations to which they relate.

8.3 Executive Committee to Submit Accounts

The Executive Committee shall submit the Club's statements of account to the members at the Annual General Meeting in accordance with this constitution and the Act.

(a) The Club shall open and keep at least one transaction account as the Executive Committee may from time to time determine, and all monies belonging to the Club shall, as soon as practicable after the same shall be received, be paid and deposited to the credit of the account(s) of the Club.

(b) No withdrawal shall be made from, and no cheques shall be drawn on, any transaction account in the name of the Club unless the withdrawal form, cheques or electronic transfer is signed or password-activated, as appropriate, by any two of the persons appointed by the Executive Committee for such purposes. All extraordinary and capital expenditure must be ratified by the Executive Committee.

8.4 Accounts Conclusive

The statements of account, when approved or adopted by an Annual General Meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

8.5 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised Executive Committee members or in such other manner as the Executive Committee determines.

8.6 Auditor

(a) The Club must appoint an auditor in accordance with the Act. If appointed, an auditor shall be appointed by the Club in a General Meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The Club in a General Meeting may remove the auditor.

(b) Subject to clause 8.6(a) and where this does not apply the Executive Committee must appoint an independent person to review the transactions between the bank account(s) and financial reports and provide a statement to the Executive Committee that all transactions appearing in the bank statements are represented in the financial reports.

(c) The Executive Committee must validate and approve a financial controls checklist, that evaluates the internal controls of the Club before the Annual General Meeting.

(d) The accounts, together with the financial controls checklist and the statement by the independent reviewer shall be laid before members at the Annual General Meeting.

8.7 Application of Income

The income and property of the Club shall be applied solely towards the promotion of the objects.

(a) Except as prescribed in this constitution or the Act:

(i) No portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member

(ii) No remuneration or other benefit in money or money's worth shall be paid or given by the Club to any member who holds any office of the Club.

(b) Payment in good faith of or to any member can be made for:

(i) Any services actually rendered to the Club whether as an employee, Executive Committee member or otherwise,

(ii) Goods supplied to the Club in the ordinary and usual course of operation,

(iii) Interest on money borrowed from any member,

(iv) Rent for premises demised or let by any member to the Club,

(v) Any out-of-pocket expenses incurred by a member on behalf of the Club,

(vi) Nothing in clauses 8.7(a) or (b) preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm’s length in a similar transaction.

9. ADMINISTRATION

9.1 Winding Up

(a) Subject to this constitution the Club may be wound up in accordance with the Act.

(b) The liability of the members of the Club is limited.

(c) Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while 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 at which they ceased to be a member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar ($1.00).

9.2 Distribution of Property on Winding Up

(a) If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the members. Instead, the assets or property shall be given or transferred to another organisation(s) that has objects similar to those of the Club.

(b) The organisation(s) must prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club by this constitution.

(c) The organisation(s) is to be determined by the members in a General Meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

9.3 Alteration of Constitution

(a) This constitution shall not be altered except by special resolution at either an Annual General Meeting or Special General Meeting.

(b) Seventy five percent (75%) of members present at the meeting and eligible to vote are required for this Special Resolution.

9.4 Regulations

(a) The Executive Committee may formulate, issue, adopt, interpret and amend regulations for the proper advancement, management and administration of the Club. Such regulations must be consistent with the constitution and any policy directives of the Executive Committee.

(b) All regulations are binding on the Club and all members.

(c) All clauses, rules, by-laws and regulations of the Club in force at the date of the approval of this constitution (as long as such clauses, rules/by-laws and regulations are not inconsistent with or have been replaced by, this constitution) shall be deemed to be regulations and shall continue to apply.

(d) Amendments, alterations, interpretations or other changes to regulations shall be advised to members by means of bulletins approved by the Executive Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to members. The matters in the bulletins are binding on all members.

9.5 Notice

(a) Notices may be given by the Club to any person entitled under this constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number or electronic mail address.

(b) Where a notice is sent by post, service of the notice shall be deemed to be affected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been affected six (6) days after posting.

(c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be affected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

(d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be affected by the second business day after it was sent.

9.6 Indemnity

(a) Every Executive Committee member and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Executive Committee member or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

(b) The Club shall indemnify its Executive Committee members and employees against all damages and losses (including legal costs) for which any such Executive Committee member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

(i) In the case of an Executive Committee member, performed or made while acting on behalf of and with the authority, express or implied, of the Club

(ii) In the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.

9.7 Transitional Provisions

(a) **Continuing Membership**

Each Member that is a member of the Club on the day on which this constitution is adopted will automatically be admitted to membership as a member.

(b) **Executive Committee**

For the purpose of determining when the term ends for each Executive Committee Member in office on the day on which this constitution is adopted, time served in the Executive Committee member's current term will be counted as if this constitution had been in place at the commencement of that term.

(c) **Regulations deemed applicable**

All rules, by-laws, policies and Regulations of the Club in force at the date of the adoption of this Constitution are to be deemed to be Regulations and continue to apply unless they are inconsistent with or have been replaced by this constitution.

9.8 Colours of the Club

The colours of the Club shall be both maroon with silver and green with white.

9.9 Authority to Trade

The Club is authorised to trade in accordance with the Act.

9.10 Patron

(a) The Executive Committee may appoint a Patron of the Club to hold office as per **clause 9.10(b)** and may retire any such incumbent following consultation.

(b) The Patron will be appointed for a term up to three (3) years and be eligible for renewal subject to **clause 9.10(a).**

(c) The Patron shall not be a member of the Executive Committee.

(d) The Patron can be a member of the Club in addition to being a Patron.

Constitution Version Control

Date	Clauses amended	Description of change	General Meeting Date
07/09/2021	Entire Constitution		07/09/2021
29/10/2024	Definitions	Included Lanchester in Registers Social Groups can be a Register	29/10/2024
29/10/2024	Objectives 3(a)	Included Lanchester	29/10/2024
29/10/2024	Clause 7.2	Clarified that Registers appoint Register Secretaries Registers must be approved by Executive Committee	29/10/2024
29/10/2024	Clause 7.5(d)	Amended clause to ensure that the nomination is seconded by a member	29/10/2024
29/10/2024	Clause 7.7	Removed term for Register Secretaries Remove clause to insist on staggered terms	29/10/2024