



# CONSTITUTION

**Gold Coast Gymnastics Club Inc ("Association")**

**IA No: 8194**

**An Association Incorporated under the Associations Incorporation Act 1981  
(Qld)**

*Voted in SGM 24/10/2016*

# Statement of Purposes and Clauses

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# Statement of Purposes and Clauses

## 1. Name

The name of the incorporated association is the **Gold Coast Gymnastics Club Inc (Association)**.

## 2. Defined Terms and Interpretation

### 2.1 Defined terms

The following definitions apply unless the context requires otherwise.

**Act** means the Associations Incorporation Act 1981 (Qld).

**AGM** means the annual General Meeting of the Association required to be held by the Association in each calendar year under section 25 of the Act.

**Appeals By-law** means the By-law issued by the Association under that name, as referred to in clause 10.2(c).

**Appointed Director** means a Director appointed under clause 12.

**Association** means the Gold Coast Gymnastics Club Inc.

**Board** means the board of Directors.

**By-law** means a by-law made under clause 18.

**Chair** means the chair of a General Meeting, or Directors' meeting (as applicable) appointed under clause 8.5 or 14.

**Clauses** means this Constitution, including the statement of purposes as set out in clause 3, as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

**Club Member** means a Member admitted to the Association in accordance with clause 6.

**Director** means a director of the Association and includes Elected Directors, Appointed Directors.

**Directors** means all or some of the directors of the Association acting as a board.

**Discipline By-law** means the By-law issued by the Association under that name, as referred to in clause 10.2(b).

**Elected Director** means a director of the Association elected or appointed in accordance with clauses 12.6, or 12.8 and includes the President.

**General Manager** means a person appointed by the Directors according to the powers conferred on them by clause 16 and, in the absence of a General Manager, another person or persons appointed by the Directors.

**Financial Year** means the year ending on 31 December.

**GA** means Gymnastics Australia Limited.

**General Meeting** means a general meeting of Members and includes the AGM.

**GQ** means Queensland Gymnastic Association Incorporated

**Grievance By-law** means the By-law issued under that name, as referred to in clause 10.2(a)

**Gymnastic Events** means competitions, championships, exhibitions and any other events relating to Gymnastics.

**Gymnastics** means the sport of gymnastics, including Gymsports.

**Gymsports** means a gymnastic sport program or gymsport as defined by FIG and by GA and the Association and accepted by the Association as a program under its jurisdiction.

**Honorary Member** means a Member admitted to the Association in accordance with clause 6.4.

**Life Member** means a Member admitted to the Association in accordance with clause 6.5.

**Member** means a member of the Association admitted in accordance with clause 6.

**Objects** means the objects of the Association set out in the statement of purposes in clause 3.

**Participant Member** means a Member admitted to the Association in accordance with clause 6.2.

**Patron** means a patron appointed in accordance with clause 6.6.

**Policy** means a policy made under clause 18.

**President** means the Elected Director who is elected or appointed as President under clause 13.1.

**Registered Office** means the registered office of the Association from time to time.

**Registration** means registration of a Member with the Association, such registration being in the form of a signed application form and including the Member's consent to membership of the Association as required by clause 6.9, and Registered has a corresponding meaning.

**Representative** means a person (proxy) appointed in accordance with the Act to represent a Member at a General Meeting of the Association.

**Special Resolution** means a resolution that must be passed by 75% of those persons entitled to vote in accordance with this Constitution and / or the Act.

**State** means a state or territory of the Commonwealth of Australia.

**Statutes and Regulations** means the Statutes and Regulations of FIG in force from time to time.

**Technical Member** means a Member admitted to the Association in accordance with clause 6.3.

**Telecommunication Meeting** means the contemporaneous linking together of persons in oral communications by telephone, audio-visual or other instantaneous means approved by the Directors, and conducted in accordance with clause 14.

## 2.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person, attorney or Representative;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;

- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) **(include)** the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors; and
- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

### **2.3 Associations Incorporation Act**

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (b) The Model Rules for an Incorporated Association in schedule 4 of the Regulations are displaced by this Constitution and accordingly do not apply to the Association.

### **2.4 Headings**

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

## **3. Statement of Purposes**

### **3.1 Statement of purposes**

The overriding philosophy of the Association is to provide for and encourage members of our community to participate in the sport of gymnastics in a safe and healthy environment. The Association aims to make a positive impact on the health and wellbeing of members of the community with the sport of gymnastics being a vehicle for the physical, emotional, and intellectual advancement of participants.

### **3.2 Objects**

The Objects for which the Association is established are to:

- (a) develop, and implement Vision, Mission and Goal statements for the Club's future direction;
- (b) develop a Business Plan in conjunction with the membership to promote the ongoing development and success of the club;
- (c) undertake an annual review of the Business Plan;
- (d) develop and promote quality activities for members and others to participate in Gymnastics;
- (e) promote and encourage participation in gymnastics to all persons regardless of race, sex, age, marital status, sexuality, intellectual or physical impairment;
- (f) extend the operations and teachings of the Association in the area the Club controls;
- (g) adopt, formulate, issue, interpret, implement and amend from time to time by-laws, policies, clauses and such other regulations as are necessary for the control, conduct and good management of the Association;
- (h) preserve and promote a healthy safe environment by the study and practice of the methods of gymnastics and apparatus as may be reasonably required to affect such purpose;
- (i) acquire by purchase, exchange or otherwise, whether for estate in fee simple or for any less estate in lands, tenements or hereditaments or any tenure whether subject or not to any charges or encumbrances and erect, replace, maintain, reconstruct, adapt and furnish any offices or other buildings thereon and sell, let, alienate, mortgage, charge or otherwise deal with all or such lands, tenements or hereditaments or any part thereof;
- (j) affiliate and otherwise liaise with GQ, and such other bodies as may be desirable to achieve these Objects; and
- (l) undertake and/or do all things or activities which are necessary, incidental or conducive to the advancement of these Objects.

#### **4. Powers**

Solely for furthering the Objects, the Association, in addition to any other powers it has under the Act, has the legal capacity and powers of an incorporated Association as set out under section 25 of the Act.

#### **5. Income and Payments**

##### **5.1 Application of Income**

All the Association's profits (if any), other income and property, however derived, must be applied only to promote its Objects.

## **5.2 No dividends, bonus or profit to be paid to Members**

None of the Association's profits, other income or property may be paid or transferred to the Members, directly or indirectly, by way of dividend, bonus or otherwise, provided that nothing in this Constitution will prevent the payment by way of grant or subsidy to any Member which is itself a non-profit association or corporation solely for the advancement of the objects of such Member and the Objects of the Association.

## **5.3 Payments in good faith**

Clause 5.2 does not prevent the payment in good faith on commercial terms to an officer or Member, or to a legal entity or business of which an officer or Member (or an officer of a Member) is a partner or an officer (or otherwise associated):

- (a) of remuneration for services to the Association;
- (b) for goods supplied to the Association in the ordinary course of business;
- (c) of interest on money borrowed from them by the Association at a rate not exceeding the rate fixed for the purposes of this clause 5.3 by the Association in a General Meeting; or
- (d) of reasonable rent for premises let by them to the Association.

## **5.4 Accounting Records**

The General Manager must regulate:

- (a) The collection and receipts of all monies due to the Association and the making of all payments authorized by the Association; and
- (b) The keeping of proper accounting and other records and distribution of copies of financial statements as required by the Act.

## **5.5 Signature**

All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be authorised by any two persons authorised in writing by the Board to draw funds and/or as per what is stated in the Finance Policy and/or otherwise in accordance with the Accounting and Property Manual of the Association.

## **5.6 Auditor**

A properly qualified auditor or auditors shall be appointed by the Board and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.

## **6. Membership**



## **6.1 Categories of Members**

Membership of the Association will be divided into the following categories:

- (a) Participant Member;
- (b) Technical Member;
- (c) Honorary Members;
- (d) Life Members;
- (e) Patrons.

## **6.2 Participant Member**

- (a) An individual that is recognised by a Club Member as a participant member will, upon registration with the Club Member in accordance with its rules, automatically become a Participant Member of the Association subject to the provisions of this Constitution.
- (b) Any participant member under the age of 18 is unable to vote at any meeting of the Club but one of their parents or guardians, who may or may not be a member of the club, is able to vote. In the event that more than one parent or guardian of a participant member under the age of 18 years seeks to vote the Committee shall determine which of those persons is able to vote and the decision of the Committee shall be final and no correspondence shall be entered into in relation to that decision.

## **6.3 Technical Member**

- (a) An individual that wishes to be accredited by the Association as a coach or judge of a Gymsport will, upon Registration with the Association as a coach or judge of a Gymsport, automatically become a Technical Member of the Association subject to the provisions of this Constitution.
- (b) Any technical member under the age of 18 is unable to vote at any meeting of the Club but one of their parents or guardians, who may or may not be a member of the club, is able to vote. In the event that more than one parent or guardian of a participant member under the age of 18 years seeks to vote the Committee shall determine which of those persons is able to vote and the decision of the Committee shall be final and no correspondence shall be entered into in relation to that decision.

## **6.4 Honorary Members**

An individual who holds an Official Position with the Association, or who holds an administrative position in Gymnastics with the Association, will be

eligible to apply for membership of the Association as an Honorary Member of the Association subject to the provisions of this Constitution.

## **6.5 Life Members**

- (a) An individual who has contributed long and meritorious service to the Association may be elected as a Life Member at any AGM by a Special Resolution.
- (b) A Member or a Director may nominate an individual for election as a Life Member of the Association in accordance with the By-law referred to in clause 6.5(d).
- (c) If the nomination does not satisfy the eligibility criteria set out in the By-law referred to in clause 6.5(d).
- (d) Life Membership of the Club entitles the life member to the following privileges:
  - attendance at the AGM or other meetings (including the right to vote); and
  - invitations to major Club events.

## **6.6 Patron**

An individual may be appointed to be Patron of the Association at any AGM by a Special Resolution. A Patron shall be entitled to all the privileges of a Life Member.

## **6.7 Membership subscriptions**

- (a) Subject to clause 6.7(c), the Association in General Meeting must determine from time to time (and may delegate the determination of that amount to the Directors, either specifically or generally, and may revoke the delegation):
  - (i) the amount (if any) payable by an applicant for membership;
  - (ii) the amount (if any) of the annual subscription payable by each Member; and
  - (iii) The due dates for payment.
- (b) Subject to clause 6.7(c), the Association may determine any other amount to be paid by each Member, or any class of Members, whether of a recurrent or any other nature, from time to time at any AGM.
- (c) No application fee, subscription or other amount will be payable for membership as an Honorary Member, Life Member or Patron.
- (d) Each Member must pay the Association the amounts determined in the By-Laws.

## **6.8 Deferral or reduction of subscriptions**

The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:

- (a) there are reasonable grounds for doing so;
- (b) the Association will not be materially disadvantaged as a result; and
- (c) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.

## **6.9 Admission of Members**

A Member will become a Member, and the Directors will direct the Secretary to record their name in the register of Members kept by the Association, only upon meeting the criteria applicable to the relevant category of membership and provided the Member has signed an application in which the Member undertakes to:

- (a) be bound by this Constitution, the Statutes and Regulations and By-laws;
- (b) pay the fees and subscriptions determined to apply to the Member as per each Membership category and as reflected in the By-laws.
- (c) support the Association in the encouragement and promotion of its Objects.

## **6.10 Ceasing to be a Member**

A person ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) the termination of their membership according to this Constitution;
- (e) no longer meeting the requirements for membership according to this clause 6.

## **6.11 Register of Members**

- (a) The Association must keep a register of all Members in accordance with the Act.
- (b) Members may inspect their records in the Members' register free of charge subject to the provisions on the Privacy Act and clause 19.

## **6.12 No Claim against the Association**

No Member whose membership ceases has any claim against the Association or the Directors for damages or otherwise arising from cessation or termination of membership.

### **6.13 Limited liability**

Members have no liability in that capacity except as set out in clause 24.1

### **6.14 Non-assignability**

Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

## **7. General Meetings**

### **7.1 Annual General Meeting**

AGMs of the Association are to be held:

- (a) in each calendar year;
- (b) according to the Act; and
- (c) at a date (within the first 6 months of the new Financial Year or as otherwise prescribed by the Act) and venue to be determined by the Directors.

### **7.2 Power to convene General Meeting**

The Directors may convene a General Meeting when they think fit and must do so if required by the Act.

### **7.3 Notice of General Meeting**

- (a) Notice of a General Meeting of Members must be given:
  - (i) to all Members entitled to attend the General Meeting, the Directors, any Patrons and the auditor of the Association; and
  - (ii) in accordance with clause 25 and the Act.
- (b) The notice convening the AGM must specify that the meeting is an AGM.
- (c) At least 45 days prior to the proposed date of the AGM, the Secretary will request from Members notices of motions, which must be received no less than 28 days prior to the AGM.
- (d) At least 21 days' notice of the time and place of a General Meeting must be given, together with:

- (i) all information required to be included in accordance with the Act;
- (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
- (iii) any notice of motion received from any Member or Director in accordance with the Act;
- (iv) a list of all nominations received for positions to be elected at the relevant General Meeting.

#### **7.4 No other business**

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

#### **7.5 Cancellation or postponement of General Meeting**

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened:

- (a) by the Directors at the request of Members; or
- (b) by a court.

#### **7.6 Written notice of cancellation or postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting.

#### **7.7 Contents of notice postponing General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

#### **7.8 Number of clear days for postponement of General Meeting**

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days notice of that General Meeting required to be given by clause 8.8 or the Act.

### **7.9 Business at postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

### **7.10 Representative at postponed General Meeting**

Where:

- (a) by the terms of an instrument appointing a Representative, that Representative is authorised to attend and vote at a General Meeting to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that Representative, unless the appointing Member notifies the Association in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

### **7.11 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

## **8. Proceedings at General Meetings**

### **8.1 Number for a quorum**

The quorum for a General Meeting is 15 Members present and eligible to vote.

### **8.2 Requirement for a quorum**

- (a) An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it.
- (b) If a quorum is present at the beginning of a meeting it is taken to be present throughout the meeting unless the chair of the meeting (on their own motion or at the request of a Member who is present) declares otherwise.

### **8.3 Quorum and time**

If within 30 minutes after the time appointed for a General Meeting a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

#### **8.4 Adjourned meeting**

If a quorum (determined in accordance with clause 8.1) is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

#### **8.5 President to preside over General Meetings**

- (a) The President is entitled to preside as Chair at General Meetings.
- (b) If a General Meeting is convened and there is no President, or the President is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):
  - (i) the Vice President (if any);
  - (ii) a Director chosen by a majority of the Directors present;
  - (iii) the only Director present; or
  - (iv) any Member who is entitled to vote and is chosen by a majority of the Members present and entitled to vote.

#### **8.6 Conduct of General Meetings**

- (a) The Chair:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in their opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting; and
- (b) A decision by the Chair under this clause 8.6 is final.

#### **8.7 Adjournment of General Meeting**

- (a) The Chair may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the Members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

#### **8.8 Notice of adjourned meeting**

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

#### **8.9 Questions decided by majority**

Subject to the requirements of the Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

#### **8.10 Equality of votes**

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

#### **8.11 Declaration of results**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the Chair 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 minutes of the meetings of the Association, is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

#### **8.12 Poll**



- (a) If a poll is demanded by not less than 3 Members, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

### **8.13 Objection to voting qualification**

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - (i) may not be raised except at that meeting; and
  - (ii) must be referred to the Chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

### **8.14 Chair to determine any poll dispute**

If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision made in good faith is final.

## **9. Votes of Members**

### **9.1 Votes of Members on show of hands**

On a show of hands each Member present and eligible to vote at a General Meeting has one vote.

### **9.2 Votes of Members on a poll**

On a poll taken at a meeting at which they are present each Member has one vote.

### **9.3 Election of Directors**

- (a) Elections for Directors shall be by secret ballot. Each Member entitled to vote shall be entitled to vote for the number of candidates for which positions are vacant.
- (b) If an appointment cannot be made in elections then a casual vacancy will exist and will be filled in accordance with Clause 12.8.

#### **9.4 Right to appoint corporate representative**

In accordance with the Act, each Member which is a corporation entitled to vote is entitled to appoint an individual as its representative to attend General Meetings of the Association.

#### **9.5 Right to appoint proxy**

(a) A Member entitled to attend a General Meeting of the Association is entitled to appoint as their proxy to attend the meeting in their place a person:

- (i) Who may or may not be a Member of the Association; and
- (ii) Who is not a proxy for any other Member.

#### **9.6 No Postal Vote**

Members may not vote at a General Meeting by post, email or other electronic communication and may vote only in person, by Representative or by proxy subject to this Constitution, as the case may be.

#### **9.7 Minutes of meetings**

The Secretary must keep minutes of the resolutions and proceedings of each General Meeting.

### **10. Grievances and Discipline of Members**

#### **10.1 Jurisdiction**

- (a) All Members shall be bound by this Constitution and any rules and regulations made by the Club. Any Member contravening the Constitution or the rules and regulations or otherwise bringing the Club into disrespect will be dealt with by the Club under its power specified in 10.2(b);
- (b) The Board will issue and approve policies governing discipline of the Club;
- (c) Any Member may be expelled or suspended from membership at the discretion of the Board;
- (d) Any Member expelled or suspended shall not be eligible to vote at any AGM or SGM during the term of the suspension or expulsion.

#### **10.2 By-laws**

The Directors must make a By-law or By-laws:

- (a) for the hearing and determination of:
  - (i) grievances by any Member who feels aggrieved by a decision or action

of the Association (or a Club Member provided that all avenues of appeal available under the constitution or rules of the Club Member have been exhausted); and

- (ii) disputes between Members relating to the conduct or administration of Gymnastics (the **Grievance By-law**);
- (b) for the discipline of Members (the **Discipline By-law**); and
- (c) for the formation and administration of an Appeals Tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question (the **Appeals By-law**).

### **10.3 Sanctions for Discipline of Members**

Without limiting the matters that may be referred to in the Discipline By-law, any Member that has:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-laws or any other resolution or determination of the Directors or duly authorised Committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association and/or Gymnastics; or
- (c) brought the Association or Gymnastics into disrepute,

shall be liable to the sanctions set out in that By-law, including termination of membership.

## **11. Patrons**

### **11.1 Appointment and removal of Patrons**

The Directors may appoint and remove Patrons of the Association.

### **11.2 Rights of Patrons**

Patrons are:

- (a) entitled to notice of all General Meetings;
- (b) entitled to attend and speak at General Meetings; and
- (c) not entitled to vote at any General Meeting.

## **12. Directors**

### **12.1 Number of Directors**

There are to be no more than 7 Directors, being:

- (a) 7 Elected Directors

## **12.2 Eligibility**

A person who:

- (a) is an employee of the Association;

may not hold office as a Director.

- (c) A Director who accepts a disqualifying position must notify the other Directors of that fact immediately and is deemed to have vacated office as Director.
- (d) A person elected or appointed as a Director at the time of holding a disqualifying position must immediately resign from that disqualifying position.

## **12.3 Nomination for election**

- (a) At least 45 days prior to the proposed date of the AGM at which a resolution or resolutions will be proposed to fill a vacancy in the position of an Elected Director (including as President), the Secretary will request from Members nominations (which comply with this clause 12.3) for elections to positions falling vacant, which must be received no less than 28 days prior to the AGM.
- (b) A Club Member may nominate, in respect of each vacancy in the position of an Elected Director which is to be the subject of an election at the next AGM, one person for each position.
- (c) A nomination must:
  - (i) specify the nominee is nominated as Elected Director; and
  - (ii) be in writing and signed by the nominator and nominee.

## **12.4 Term of office of Directors generally**

Subject to clauses 12.6, 12.7 and 12.8, an Elected Director will hold office for a term of 2 years.

## **12.5 Office held until end of meeting**

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to clause 12.7, is eligible for re-election.

## **12.6 Elected Director elected at General Meeting**

- (a) At a General Meeting:

- (i) at which an Elected Director retires; or
- (ii) at the commencement of, or during which, there is a vacancy in the office of an Elected Director,

the Association may, by resolution conducted in accordance with clause 9.3, fill the vacancy by electing someone to that office.

- (b) An Elected Director elected under this clause 12.6 takes office at the end of the meeting at which they are elected.
- (c) If one of the Elected Directors to retire is, or the vacancy is for the position of, the President, the election to fill that office must be held before the election to fill the other vacancies.

### **12.7 Maximum term of office for President**

- (a) A President may not serve more than 3 consecutive terms as a President (but may, if elected or appointed, continue to serve as a Director).
- (b) If a President has served 3 consecutive terms as President, they may not be elected as President again until the second AGM after the end of their third term of office.

### **12.8 Casual vacancy**

- (a) The Directors may at any time appoint a person to be a Director to fill a casual vacancy.
- (b) A casual vacancy (as defined in clause 12.13) may be filled:
  - (i) in the case of an Elected Director, by the Directors as a casual vacancy;
  - (ii) in the case of an Appointed Director, by the Directors in accordance with clause 13.1.
- (c) An Elected Director appointed under this clause 12.8:
  - (i) must have their position as Elected Director confirmed by resolution at the next AGM; and
  - (ii) if so confirmed, holds office until the end of the term of the Elected Director in whose place they were appointed.
- (d) Service as an Elected Director under this clause 12.8 is a full term of office for the purposes of clauses 12.4 and 12.7.

### **12.9 Remuneration of Directors**

A Director may not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

- (a) paid by the Association for services rendered to it; and
- (b) reimbursed by the Association for their reasonable travelling, accommodation and other expenses when:
  - (i) travelling to or from meetings of the Directors, a Committee or the Association; or
  - (ii) otherwise engaged on the affairs of the Association.

#### **12.10 Removal of Director**

- (a) Subject to the provisions of the Act, the Association may in General Meeting by ordinary resolution remove any Director prior to the expiration of that Director's term of office.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with clause 12.10(a) cannot be re-appointed as a Director within 2 years of their removal.

#### **12.11 Vacation of office**

The office of a Director becomes vacant if the Director:

- (a) Is removed in accordance with rule 12.10.
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (c) resigns office by notice in writing to the Association;
- (d) accepts appointment to, or becomes the holder of, a disqualifying position as set out in clause 12.2 and does not resign from that position; or
- (e) is not present personally at three consecutive Directors' meetings without leave of absence from the Directors.

### **13. Powers and Duties of Directors**

#### **13.1 Directors to Appoint Executive Committee**

- (a) Directors are to appoint the President, Vice President, Secretary and Treasurer at the first Director's meeting after each Annual General Meeting. This will then be communicated to the Members.
- (b) Subject to clauses 12.2 and 12.8, an Executive Committee appointment will be for a term of 2 years.

## **13.2 Directors to Manage the Association**

- a) The Directors must ensure the safe custody of books, documents, instruments of title and securities of the Association and all will remain the property of the Association at all times.
- b) The Directors are to manage the Association's business and may exercise those of the Association's powers that are not required, by the Act or by this Constitution, to be exercised by the Association in General Meeting.

## **13.3 Specific powers of Directors**

Without limiting clause 13.2 the Directors may exercise all the Association's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Association or of any other person.

## **13.4 Time, etc**

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may in their absolute discretion extend that time, period or date as they think fit.

## **13.5 Appointment of attorney**

The Directors may appoint any person to be the Association's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

## **13.6 Provisions in power of attorney**

A power of attorney granted under clause 13.5 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

## **14. Proceedings of Directors**

### **14.1 Directors meetings**

- (a) Subject to clause 14.1(b), the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least 6 times in each calendar year.

### **14.2 Questions decided by majority**

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote.

#### **14.3 Chair's casting vote**

The chair of the meeting will not have a casting vote. Where there are an equal but divided number of votes on a matter, the question is decided in the negative.

#### **14.4 Quorum**

The quorum for a Director's Meeting shall be four (4) Directors.

#### **14.5 Effect of vacancy**

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

#### **14.6 Convening meetings**

The Secretary on the request of a minimum of two (2) Director's must, convene a Directors' meeting.

#### **14.7 President to preside at Directors' meeting**

- (a) The President is entitled to preside as Chair at Directors' meetings.
- (b) If the President is not present and able and willing to act within 15 minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside as Chair (in order of entitlement):
  - (i) the Vice President (if any);
  - (ii) a Director chosen by a majority of the Directors present.

#### **14.8 Circulating resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held if all of the Directors who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.



## **14.9 Validity of acts of Directors**

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

## **14.10 Conflicts**

- (a) A Director shall declare to the Board of Directors that Director's interest in any matter in which any conflict of interest arises as defined by the Act, and unless otherwise determined by the Directors, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter.
- (b) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (c) The Secretary shall maintain a register of declared interests.

## **14.11 Minutes**

The Directors must cause minutes of meetings to be made and kept by the Secretary in line with the Corporations Act and distributed before or with the notice of the next meeting to all Directors and such other person's as the Directors nominate.

## **15. Telecommunication Meetings of the Association**

### **15.1 Telecommunication Meeting**

A General Meeting or a Directors' Meeting may be held by means of a Telecommunication Meeting, provided that the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable). All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this clause 15.

### **15.2 Conduct of Telecommunication Meeting**

The following provisions apply to a Telecommunication Meeting of the Association:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the Chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

## **16. General Manager**

### **16.1 Appointment of General Manager**

The Directors may appoint a General Manager.

### **16.2 Powers, duties and authorities of General Manager**

- (a) The General Manager holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, determined by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the General Manager is subject at all times to the control of the Directors.
- (c) The General Manager's role will be to implement the strategies, plans and policies approved by the Directors and will be responsible for the management and direction of the Association and its finances.

### **16.3 Suspension and removal of General Manager**

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the General Manager from that office.

### **16.4 General Manager to attend meetings**

The General Manager is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Association, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote.

## **17. Committees**

### **17.1 Committees**

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

### **17.2 Powers delegated to committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

### **17.3 Committee meetings**

Committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

## **18. Policies and By-laws**

### **18.1 Making and amending Policies and By-laws**

- (a) The Directors may from time to time make Policies and By-laws which in their opinion are necessary or desirable for the control, administration and management of the Association's affairs, and may amend, repeal and replace those Policies and By-laws.
- (b) The Association in General Meeting may amend, repeal or replace any Policy or By-law made by the Directors, but that does not affect the validity of anything previously done by the Directors or anyone pursuant to that Policy or By-law.
- (c) The policies and By-laws referred to in clause 18.1(a) will only take effect 28 days after the service of notice to the Club Members and shall be of force and effect on that date unless a majority of the Club Members, in writing seek, a review of the By-law.

### **18.2 Effect of Policies and By-laws**

A Policy or By-law:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

## **19. Inspection of Records**

### **19.1 Right of the Members to Inspect Records**

Members shall have the right to inspect documents of the Association except as required by law or as permitted in the By-law referred to in clause 19.2. Requests for inspection of documents of the Association by Members will be made to the Directors, and determined by the Directors, in accordance with the By-law referred to in clause 19.2.

### **19.2 Inspection By-law**

A By-law shall be made which sets out procedures relating to the inspection of documents of the Association by Members. This By-law will set out, among other things:

- (a) the extent to which documents will be made available for inspection;
- (b) the times and places at which documents may be inspected; and
- (c) the conditions applying to such inspection.

## **20. Common Seal**

- (a) The Association shall have a Common Seal bearing the words, "The Common Seal of the Gold Coast Gymnastics Club Inc.
- (b) Any documents required to be executed on behalf of the Association shall be executed under the Common Seal of the Association.
- (c) Every instrument to which the Seal may be affixed by resolution of the Directors shall be countersigned by 2 Directors.
- (d) The General Manager shall be responsible for the security of the Common Seal.

## **21. Accounts and Finance**

### **21.1 Accounting Records**

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.

### **21.3 Financial Year End Date**

The financial year of the Association shall end on the thirty-first day of December each year.

## **22. Service of Documents**

### **22.1 Document includes notice**

In this clause 22, **document** includes a notice.

## **22.2 Methods of service on a Member**

The Association may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a fax number or electronic address (email) nominated by the Member.

## **22.3 Methods of service on the Association**

A Member may give a document to the Association:

- (a) by delivering it to the Registered Office;
- (b) by sending it by post to the Registered Office; or
- (c) by sending it to a fax number or electronic address (email) nominated by the Association.

## **22.4 Post**

A document sent by post:

- (a) if sent to an address in Queensland, may be sent by ordinary post; and
- (b) if sent to an address outside Queensland, or sent from an address outside Queensland, must be sent by express post, and in either case is taken to have been received on the third business day after the date of its posting.

## **22.5 Fax or electronic transmission**

If a document is sent by fax or electronic transmission, delivery of the document is taken:

- (a) to be effected by properly addressing and transmitting the fax or electronic transmission; and
- (b) to have been delivered on the business day following its transmission.

## **23. Indemnity**

### **23.1 Indemnity of officers**

Every person who is or has been:

- (a) a Director; or

- (b) a General Manager

is entitled to be indemnified out of the property of the Association against:

- (d) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (e) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

unless:

- (f) the Association is forbidden by statute to indemnify the person against the liability or legal costs; or
- (g) an indemnity by the Association of the person against the liability or legal costs would, if given, be made void by statute.

## **23.2 Insurance**

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director, Secretary or General Manager against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Association is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Association paid the premium, be made void by statute.

## **24. Winding Up**

### **24.1 Contributions of Members on winding up**

The liability of a member to contribute towards the payment of the debts and liabilities of the Association, or the expenses of the winding up of the Association, is limited to any unpaid amounts.

### **24.2 Excess property on winding up**

- (a) If on the winding up or dissolution of the Association, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
  - (i) having objects similar to those of the Association; and

- (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- (b) At or prior to the dissolution of the Association the members of the Association shall determine by Special Majority Vote:
  - (i) The body or bodies to which the property is to be transferred or distributed; and
  - (ii) The proportions and manners of such distributions or transfers.
- (c) Failing any determination in terms of clause 24.2(b) such determination shall be made by a judge who has or acquires jurisdiction in the matter.

## **25. Alteration of Constitution**

This Constitution shall not be altered except by Special Resolution and in accordance with the Act. However an amendment, repeal or addition is valid only if it is registered by the chief executive.