

KNOX CITY FOOTBALL CLUB LIMITED

A.B.N 98 005 626 497

CONSTITUTION

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THE CONSTITUTION OF
KNOX CITY FOOTBALL CLUB LIMITED
A.C.N 005 626 497

A COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

This Constitution replaces the Constitution dated 19th November 2009

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| Replaceable Rules | 1. | To the extent permitted by law, the Replaceable Rules in the Corporations Act do not apply to the Company and in lieu thereof the following shall be the Constitution of the Company. |
| Interpretation | 2. | In this Constitution unless inconsistent with the context or subject matter: |
| | 2.1 | “Board” means the board of Directors; |
| | 2.2 | “By Laws” means the operating procedures, codes of conduct that the Directors may determine are necessary from time to time to ensure the efficient operation of the Company. The most recent By Laws will be published on the Club Website www.knoxcitysc.com.au for reference. |
| | 2.3 | “Club” or “Company” means Knox City Football Club Limited; |
| | 2.4 | “the Corporations Act” means the Corporations Act 2001 as amended from time to time; |
| | 2.5 | “the Directors” at any time means: |
| | 2.5.1 | in the event the company has only one director – that Director; |
| | 2.5.2 | in any other case – those Directors (as may be the case) at that time; |
| | 2.6 | “Dividend” includes bonus; |
| | 2.7 | “Investments” shall mean: |
| | 2.7.1 | shares; |
| | 2.7.2 | real estate; |
| | 2.7.3 | loans or advances; |
| | 2.7.4 | any other property capable of producing profits; |
| | 2.8 | “the Managing Director” means and includes any person from time to time appointed by the Board to perform under that name such specified duties and powers in connection with the administration or carrying on of the Club’s business as may be directed or defined by the Board. |
| | 2.9 | “Member” or “Ordinary Member” means a registered member, who is either; |
| | 2.9.1 | A Life Member who has been elected a life member under clause 5.4, or |
| | 2.9.2 | Ordinary Members, aged 18 years of age and over. |
| | 2.9.3 | Junior Member means the child or ward of an Ordinary Member who is a registered player in one of the Club’s junior teams |
| | 2.10 | “month” means calendar month; |
| | 2.11 | “the Office” means the registered office for the time being of the Company; |
| | 2.12 | “Person” means a natural person, but may include a corporation, authority, institution or partnership if the context so allows. |
| | 2.13 | “the Register” means the register of members to be kept |

- pursuant to section 168 of the Corporations Act
- 2.14 “Secretary” means the person appointed to perform the duties of a secretary of the Company;
- 2.15 “State” means Victoria
- 2.16 Words in the singular number include the plural and words in the plural number include the singular and words importing one gender import the gender appropriate to the context or subject matter:
- 2.17 “in writing” or “written” includes words printed, lithographed, represented or reproduced in any mode in a visible form;
- 2.18 Marginal notes and headings are for convenience and reference purposes only and are not intended to affect the interpretation of this Constitution;
- 2.19 An expression in a provision of this Constitution has the same meaning as in a provision of the Corporations Act that deals with the same matter as the provision, unless the contrary intention appears in this Constitution; and
- 2.20 Any reference to a statutory enactment, section thereof or regulation made thereunder shall be construed as a reference to that enactment, section thereof or regulation as amended modified or re-enacted from time to time.
- 2.21 “Game” means the game of Football as administered by the Football Federation of Victoria and Football Federation of Australia

Statement of Purpose 3

The Statement of Purpose of the Club is:

- 3.1 To manage the whole of the assets of the Knox City Football Club Limited for the advantage of members;
- 3.2 To promote the playing of soccer in general and in particular to promote same by maintaining, providing, supporting and controlling a team or teams of players bearing the name of Knox City Football Club to compete in the best available competition to which the Club is eligible in Victoria and if necessary or desirable in the opinion of the Board in any other competition played in any other part of Australia or the World;
- 3.3 To preserve and foster the ideals of the Knox City Football Club as enunciated from time to time;
- 3.4 The income and property of the Club howsoever derived shall be solely applied towards the promotion of the objects of the Club as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or howsoever by way of profit to members of the Club.
- 3.5 To engage or employ players, trainers, coaches, secretaries or managers and all other persons considered necessary for carrying on the activities of the Club and to remunerate such persons, in return for services rendered to the Club, salaries, wages, bonuses, gratuities or pensions.
- 3.6 3.6.1 To be a member club of the Football Federation of Australia (“FFA”) and to comply with the constitution and by-laws of the FFA and the Football Federation of Victoria (“FFV”)
- 3.6.2 Prevent infringement of the constitution and by-laws of the FFA and FFV and protect Football from abuse.
- 3.6.3 Co-operate with the FFA and FFV and other bodies in the promotion and development of, or otherwise in relation to, Football, the Statutes and Regulations and the Laws of the Game.
- 3.6.4 The Club must amend

		(i) this Constitution; or (ii) the By-laws to promptly adopt changes in the constitutions and by-laws of the FFA and/or FFV made from time to time to the extent that they are applicable to the Club. In this clause the reference to change to by-laws include additional or replacement by-laws;
	3.6.5	The Club shall not otherwise (i) amend or vary this Constitution without the consent of the FFV and in accordance with Corporations Act ; or (ii) amend or vary its By-laws without the consent of the FFV.
	3.6.6	The FFV must consent to any amendment to this Constitution or those By-laws which are required by law. The Club is not required to submit any amendment to its Constitution or By-laws to the FFV for consent unless: (i) the amendment impacts on membership or a member right; (ii) the amendment concerns FFV football competitions, tournaments or games, or otherwise relates to the conduct, regulation or management of football, or (iii) the effect of the amendment is a breach of the Constitution, by-laws or statutes or regulations of either the FFV or FFA as prescribed from time to time.
	3.7	If upon the winding up of or dissolution of the Club there remains after payment of all debts and liabilities any property or assets the same shall not be paid or distributed amongst its members but shall be given or transferred to another community or charitable organisation within the City of Knox having similar objectives to the Club and whose Constitution prohibits the distribution of its or their income or property to its members.
Liability	4	The liability of Members of the Club is limited.
	4.1	Every Member of the Club undertakes to contribute to the assets of the Club in the event of it being wound up while he or she is a Member or within one year afterwards for the payment of debts and liabilities of the Club contracted before the time the Member ceased to be a Member and of the costs charges and expenses of winding up the Club and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding \$50 (Fifty Dollars).
Membership	5	The number of Members to be registered with the Club is unlimited.
	5.1	Any person shall be eligible to be an Ordinary Member of the Club provided he or she shall comply with the conditions laid down in clause 5.2:
	5.2	To obtain Membership, an applicant shall:
	5.2.1	Sign and fill in the membership application form;
	5.2.2	Pay the annual subscription fixed from time to time by the Board;
	5.2.3	Agree in writing to comply with the Club's rules of conduct as issued from time to time.
	5.3	The form of application for membership shall be determined by the Board from time to time.
	5.4	The Board may at its discretion annually elect as Life Members such persons not exceeding two as it may consider to be entitled to life membership by reason of special services to the Club
	5.5	Any person elected to Life Membership shall be exempted

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			from the payment of further subscription but nevertheless shall have the same voting rights as an Ordinary Member.
	5.6	5.6.1	Payment of a membership subscription shall give each Member the right to enter the Clubrooms, voting rights (one vote per Member) and to play for the Club or allow their children to play at the Club.
		5.6.2	Junior Members under the age of 18 years who, subject to this Constitution, are not entitled to hold any office, but shall have the right to be present, debate and vote at General Meetings through their parent or other legal guardian
		5.6.3	Each member admitted to membership agrees to be bound by and observe: (a) this Constitution; (b) The Laws of the Game; (c) The Statutes and Regulations and those of the by-laws expressed to apply to or in relation to Members; (d) The Statutes and Regulations and the constitution and By-laws of FFA and FFV as enforced from time to time; (e) The FFV Codes of Behaviour and Rules of Competition, as amended from time to time; and (f) The FFA Code of Conduct, as amended from time to time.
	5.7		No Member whose annual subscription shall be unpaid or who shall owe any money to the Club whether for unpaid subscription or for fines or otherwise shall be entitled until payment of the same to vote at any meeting or upon any ballot.
	5.8		No Member who has been suspended or expelled from the Club shall be permitted to enter the Club Rooms.
	5.10		Membership of the Club shall cease if:
		5.10.1	A Member is expelled by the Board of Directors for any disciplinary reason;
		5.10.2	If payment of the annual membership subscription remains unpaid for more than one month;
		5.10.3	If a financial Member gives notice of resignation of membership in writing.
Register of Members	6		Upon acceptance of an application for membership, the Secretary shall cause to be entered into a Register, the name and address of the Member and the number of the membership issued to him or her. The Secretary shall hold all signed applications and produce same to the returning officer if required to verify the identity of any person voting at any elections or meetings of the Club.
General Meetings	7		The following may call a general meeting:
		7.1	Any Director may, at any time, request a general meeting, subject to that request being supported by at least two other Directors;
		7.2	A Member may only request the Directors to call and arrange to hold a general meeting in accordance with section 249D of the Corporations Act;
		7.3	A Member may not call or arrange to hold a general meeting except under section 249E or 249F of the Corporations Act;
		7.4	Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, at least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting;

	7.5	A notice calling a general meeting shall be given in accordance with Clause 37:
	7.5.1	Must specify the place, date and time of the meeting;
	7.5.2	Must state the general nature of the business to be transacted at the meeting; and
	7.5.3	May specify a place, facsimile number and electronic address for the purposes of proxy, if proxies are allowed.
	7.6	The Directors may postpone or cancel any general meeting whenever they think fit (other than when a meeting is called as a result of clauses 7.2 or 7.3;
	7.7	The Directors must give notice of the postponement or cancellation to all persons referred to in clause 37 entitled to receive notices from the Company
	7.8	The failure or accidental omission to send a notice of a general meeting to any Member or the non-receipt of a notice by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.
Proceedings at General Meetings	8	A quorum shall be taken to be present where at least 5%, with a minimum of 20 of the total financial membership is present.
Chair of a General Meeting	9	The Managing Director (if any) shall be entitled to take the chair at a general meeting BUT if the Managing Director:
	9.1	Is not present or (if present) is unwilling or unable to take the chair within 15 minutes after the time appointed for holding the meeting then the Directors present may choose one of their number to be the Chair in default of doing so the Members present shall choose one of the Directors to be the Chair: and
	9.2	If no Director is willing to take the chair the Members present shall choose one of their number to be the Chair for that meeting or any adjournment thereof.
If no Quorum present	10	If a quorum is not present within 30 minutes after the time appointed therefore:
	10.1	If the meeting has been called upon a requisition of Members – shall be dissolved; or
	10.2	(in any other case) – shall stand adjourned to:
	10.2.1	The same day in the next week at the same time and place; or
	10.2.2	The other day and time and place (if any) that the Directors appointed by notice to the Members. (as the case may be) AND a quorum of any 1 Member present at the adjourned meeting present in person shall constitute a quorum and may transact the business for which the meeting was called As the case may be.
Decisions on Questions. Casting Vote	11	Questions at meetings of Members are to be decided as follows:
	11.1	Subject to the Corporations Act in relation to special resolutions a resolution is carried if a majority of votes cast on the resolution are in favour of the resolution;
	11.2	A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the

		Corporations Act
	11.3	The chairperson shall have a casting vote in addition to the chairperson's vote as a Member;
	11.4	Unless a poll is demanded:
	11.4.1	A declaration by the chairperson that a resolution has been carried, carried by a specific majority, or lost; and
	11.4.2.	An entry to that effect is made in the minutes of the meeting is conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution;
	11.5	The demand for a poll may be withdrawn: and
	11.6	A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the meeting was not entitled to do so.
Taking a Poll	12	A poll is to be conducted as follows:
	12.1	A poll is taken when and in the manner that the Chairperson directs;
	12.2	The result of the poll will be the resolution of the meeting at which the poll was demanded;
	12.3	The chairperson may determine any dispute about the admission or rejection of a vote: and
	12.4	The chairperson's determination, if made in good faith and in accordance with the Constitution, will be final and conclusive.
Entitlement to Vote	13	Subject to this Constitution:
	13.1	Every member may vote, subject to Clause 5.6;
	13.2	Every Member has one vote
Objections	14	An objection:
	14.1	To the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered his or her vote; and
	14.2	Must be referred to the chairperson of the meeting, whose decision made in good faith and in accordance with the Constitution is final.
	14.3	A vote, which the chairperson does not disallow under an objection, is valid for all purposes.
Annual General Meeting	15	An Annual General Meeting shall be governed by Clauses 7 to 14 inclusive, save for the following:
	15.1	An Annual General Meeting of the Members of the Club shall be held not earlier than the first day of October nor later than the last day of December in each financial year of the Club, unless application for an extension is applied for to the Australian Securities and Investments Commission. The business to be dealt with at such meetings shall be the reception of the financial reports including the directors report and auditors report, the election of members of the Board in place of those who retire by rotation or otherwise, and the consideration of any business of which 14 days notice has been given in writing to the Secretary signed by 5% of financial Members. A copy of every such notice given in writing shall be kept and posted up at the club rooms until the date of the meeting.
	15.2	The financial year of the Club shall end on 30 th September of each year.

Number of Directors	16	Unless otherwise determined by ordinary resolution by the Company in general meeting
	16.1	The number of Directors shall be not less than seven, comprising;
	16.1.1	At least two of the Directors shall be elected from the senior Members of the Club, as defined in clause 2.8;
	16.1.2	At least two of the Directors shall be elected from the junior Members of the Club, as defined in clause 2.8;
	16.1.3	Up to two of the Directors shall be elected from the whole Membership of the Club;
	16.1.4	One of the Directors shall be a Managing Director if one is appointed as per clause 17;
	16.2	One third of the number of Directors, to the nearest whole number below, shall retire by rotation and be eligible for re-election each year. Where a Director is elected to represent a class of Members, he or she must be replaced by a director representing the same class on Members;
	16.3	A Managing Director shall not be required to retire by rotation;
	16.4	In every year the Directors to retire shall be the one-third or other nearest number who have been longest in office since their last election. As between two or more who have been in office an equal length of time, the Director to retire shall in default of agreement between them be determined by lot conducted by the Chairperson or his nominee.
	Managing Director	17
17.1		Appoint a Managing Director and define his duties and remuneration. The appointment may be revoked by the Directors at any time giving 3 months notice to the managing Director without assigning any reason therefore;
17.2		Entrust to and confer upon a Managing Director any of the powers exercisable by them upon the terms and conditions and with the restrictions they see fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke and withdraw alter or vary all or some of those powers.
Increase or Decrease in Number of Directors	18	The Company may from time to time by ordinary resolution of the Members passed at a general meeting increase or reduce the number of Directors and if the Directors retire by rotation determine in what rotation the increased or reduced number is to vacate office.
	18.1	The Directors have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors BUT:
	18.1.1	The total number of Directors shall not at any time exceed the number fixed in accordance with this Constitution; and
	18.1.2	Any Director so appointed shall hold office until the next following Annual Genreal Meeting and shall then be eligible for re-election but shall not be considered in determining the Directors who are to retire by rotation at that meeting.
Notice of Candidature	19	No Person (other than a retiring Director) shall unless recommended by the Directors for election be eligible for election to the office of Director at any general meeting unless he or she or some other Member intending to nominate him or

		her has not less than 14 clear days before the meeting left at the Office a notice in writing duly signed signifying the candidature for the office or the intention of the Member to propose him or her.
Chairperson	20	The Directors may elect a Chairperson of their meetings and at every Board meeting the Chairperson of Directors shall take the chair or in their absence or on refusal and during any vacancy in the office any Director may be chosen to take the chair thereat.
Procedure	21	All questions considered by the Board shall be decided by a majority of the votes of the Directors present and each Director including the Chairperson shall only have one vote. If there is an equality of votes then the Chairperson shall be entitled to an additional or casting vote.
Quorum at Directors Meetings	22	The quorum necessary for the transaction of business by Directors shall be not less than four Directors
Vacancy of Office of Director	23	The office of Director shall become vacant if the Director:
	23.1	Ceases to be a Director by virtue of the Corporations Act;
	23.2	Becomes bankrupt or makes any arrangement or composition with his creditors generally;
	23.3	Becomes prohibited from being a Director by reason of any order made under the Corporations Act;
	23.4	Becomes of unsound mind or a Person whose person or estate is liable to be dealt with in any way under the law relating to mental health or guardianship;
	23.5	Resigns the office by notice in writing to the Company;
	23.6	Is absent from meetings of Directors for more than 6 months without the permission of Directors; or
	23.7	Is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest in the manner required by the Corporations Act.
Casual Vacancy	24	The Company may by a special resolution of the members remove any Director before the expiry of his period of office and may by ordinary resolution appoint another person in his or her stead and the person so appointed shall hold office only during the time that the Director in whose place he or she is appointed would have held office if he or she had not been removed.
Acts of Directors or Committee are Valid	25	All acts done at a meeting of the Directors or at a committee of Directors or done by any person acting as a Director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of those Directors or Persons acting as aforesaid or that they or any of them were disqualified be as valid as if each Person had been duly appointed and was qualified as a Director.
Resolution in Writing	26	A resolution in writing signed by all Directors shall be as valid and effectual as if it had been passed at a duly convened meeting of the Directors. A resolution may comprise several documents each signed by one or more of the Directors.

Minutes of Meetings	27	The Directors shall cause minutes to be duly entered in the books for the purpose of recording therein:
	27.1	All appointments of officers;
	27.2	The names of all Directors present at each meeting of Directors and of any committees of Directors;
	27.3	All orders made by the Directors and committee of Directors; and
	27.4	All resolutions and proceedings of general meetings and of meetings of Directors and committees of Directors.
Convening of Meetings of Directors	28	A Director may at any time and the Secretary upon the request of the Directors shall convene a meeting of Directors BUT it shall not be necessary to give notice of a meeting of the Directors to a Director who is not in the State at the time.
Power to Appoint Committees and to Delegate	29	Without limiting the generality of the foregoing:
	29.1	The Directors may delegate any of their powers to committees consisting of one or more of their numbers as they think fit and may from time to time revoke any delegation;
	29.2	Any committee so formed shall in the exercise of the powers so delegated conform to the regulations from time to time imposed upon it by the Directors;
	29.3	One Director shall be appointed to chair each of the committees delegated under clause 29.1;
	29.4	The meetings and proceedings of any committee of 2 or more Members shall be governed by this Constitution regulating the meetings and proceedings of the Directors so far as they are applicable thereto and are not superceded by any regulation made by the Directors under this clause;
	29.5	The Directors may appoint delegates to the Football Federation Victoria or other bodies from time to time;
	29.6	Committees may be delegated to appoint coaching staff and other employees, however all such appointments need to be confirmed in a meeting of the Directors.
Management of Company's Business	30	The business of the Company shall be managed by the Directors who may pay all expenses incurred in registering and promoting the Company and may exercise all the powers of the Company which are not by the Corporations Act or by this Constitution required to be exercised by the Company in general meeting subject nevertheless to this Constitution and to the provisions of the Corporations Act and to the regulations being not inconsistent with this Constitution or provisions prescribed by the Company in general meeting BUT no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
Special Powers of Directors	31	Without restricting the general powers conferred by the clause or by the Corporations Act it is expressly declared that the Directors shall have the following powers:
	31.1	To secure the performance or observance of any contract or agreement entered into by the Company by the granting of any mortgage or charge of all or part of the property of the Company or in any other manner that the Directors think fit;

	31.2	At their discretion to appoint remove or suspend any managers secretaries officers clerks agents and servants from permanent temporary or special appointment or engagement of services and to determine the powers and duties and fix salaries or emoluments and to require security in the instances and in the amounts that the Directors think fit;
	31.3	To institute conduct defend compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and to allow time for payment or satisfaction of any debts due and of any claim by or against the Company;
	31.4	To refer any claims or demands by or against the Company for arbitration and observe and perform any awards;
	31.5	To make and give receipts releases claims and demands and other discharges for moneys payable to the Company;
	31.6	To determine who shall be entitled to sign on the Company's behalf bills notes receipts acceptances cheques endorsements releases contracts and other documents;
	31.7	To appoint any Person to be the attorney or agent of the Company with the powers (including the powers to sub-delegate) and upon the terms that the Directors think fit;
	31.8	To invest and deal with any moneys of the Company not immediately required for the purposes thereof upon the securities and in the manner that they think fit and from time to time to vary or realize those investments;
	31.9	To execute in the name of the Company any instrument of guarantee or indemnity in favour of any Person who has incurred or may incur any personal liability for the benefit of the Company and to secure any present or contingent liability thereunder to grant to that person any mortgage over the Company's property (present and future) that the Directors think fit and any mortgage may contain a power of sale and the other powers covenants and provisions agreed upon by the Directors and that Person;
	31.10	To enter into negotiations and contracts and rescind and vary any contracts and execute and do all acts deeds and things in the name and on behalf of the Company that they consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
By Laws	32	The Directors may from time to time make vary and rescind any by laws not inconsistent with the Corporations Act or this Constitution for the better administration of the affairs of the Company.
Execution of Documents	33	The Company may execute any document (including without limitation, a deed):
	33.1	In a manner permitted from time to time by the Corporations Act;
	33.2	Where the Company only has one Director and no Secretary— by that Director;
	33.3	Where the Company has more than one Director and a Secretary – by any two Directors or one Director and the Secretary and where the Company executes a document (including without limitation, a deed) in accordance with this clause a person dealing with the Company may make the assumptions specified in sub-section 129(5) of the Corporations Act.

Common Seal	34	The Company may have a Common Seal as permitted by the Corporations Act. If the Company has a common seal:
	34.1	The Directors must provide for the safe custody of it;
	34.2	It must not be used without the authority of the Directors or a Directors committee authorized to use the common seal; and
	34.3	Each document to which the common seal is affixed must be signed by a Director and be countersigned by another Director or the Secretary.
Secretary	35	A Secretary may be appointed by the Directors for the term at the remuneration and upon the conditions that they think fit and any Secretary so appointed may be removed by them.
Accounts and Audit	36	The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Corporations Act.
Notices	37	A notice may be given by the Company to any Member either personally or by sending it by post or email to him or her at his or her registered address. Where a notice is sent by post service of the notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting on the day after the date of its posting and in any other case at the time at which the letter would be delivered in the ordinary course of the post. Where a notice is sent by email service of the notice shall be deemed to be the same day that the email is sent electronically.
	37.1	Notice of every general meeting shall be given in any manner hereinbefore authorized to:
	37.1.1	Every Member;
	37.1.2	The auditor for the time being of the Company BUT no other Person shall be entitled to receive notices of general meetings.
No Notice	38	A Member who has no registered address within the State and who has not supplied to the Company an address within the State for the giving of notices shall not be entitled to notice of any general meeting of the Company.
Indemnity	39	To the extent permitted by law and subject to the restrictions of Section 199A of the Corporations Act:
	39.1	The Company indemnifies every Person who is or has been an officer of the Company against any liability (other than a liability for legal costs) incurred by that Person as such an officer of the Company;
	39.2	To the extent permitted by law and subject to the restrictions of Section 199A of the Corporations Act, The Company indemnifies every Person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that Person as such an officer of the Company;
	39.3	The amount of any indemnity payable under clauses 39.1 and 39.2 shall include an additional amount (GST amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of any input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which involves a GST amount is conditional upon the Indemnified Officer providing the

	39.4	Company with a GST Tax Invoice for the GST amount; For the purposes of clauses 39.1 – 39.3, officer means a Director or a Secretary.
Disputes	40	Directors shall ensure that an appropriate dispute resolution process is available to resolve disputes between Members or between Members and the Club. Such dispute process shall form part of the By Laws as amended from time to time.
Arbitration	41	The Company may from time to time by writing agree to refer and may refer to arbitration any existing or future difference question or other matter whatsoever in dispute between itself and other company or person and the parties to the arbitration may delegate to the person or persons to whom the reference is made power to settle any terms order anything to be done or determine any matter capable of being lawfully determined by the parties to the reference.

SCHEDULE OF BY LAWS