

**CONSTITUTION OF
THE R.A.N. SKI CLUB
ACN 004 590 569**

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1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution except where excluded by the context:

- (a) **Act** means the *Corporations Act 2001*, as amended from time to time.
- (b) **AGM** means Annual General Meeting.
- (c) **Annual Subscription Fee** means the sum determined by the Directors at each October/November Directors budget meeting.
- (d) **Board** means the Directors of the Club acting collectively in accordance with the Constitution.
- (e) **By-Laws** means regulations made by the Board from time to time for the administration and management of the Club's affairs.
- (f) **Club** means the company known as The R.A.N. Ski Club ACN 004 590 569
- (g) **Constitution** means this Constitution and all supplementary substituted or amending Constitutions for the time being in force.
- (h) **Directors** means a person who is for the time being, a Director of the Club
- (i) **Guarantee** means the sum determined by the Directors from time to time, which each Member contributes on applying to become a Member of the Club.
- (j) **Member** means a person who is a member of the Club.
- (k) **Material personal interest** has the same meaning as in the Act.
- (l) **Person** includes a natural person and a company.
- (m) **President** means any person appointed to perform the duties of President of the Club.
- (n) **Register** means any of the Registers kept in accordance with the Act.
- (o) **Seal** means the common seal of the Club.
- (p) **Secretary** means any person appointed to perform the duties of Secretary of the Club.
- (q) **Special Resolution** means a resolution of which notice has been given as required by the Act and that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.
- (r) **Treasurer** means any person appointed to perform the duties of Treasurer of the Club.
- (s) **Vice President** means any person or persons appointed to perform the duties of Vice President of the Club.

1.2 Interpretation

In this Constitution:

- (a) Words importing the singular include the plural and vice versa.
- (b) Words denoting one gender include all other genders.
- (c) Except where the term Honorary Life Member is used, the term Ordinary Member shall be read to include Honorary Life Member.
- (d) Headings have been inserted for ease of reference only and do not affect the interpretation of the Constitution.
- (e) References to any statute include every amendment, re-enactment or replacement of that statute.

2 APPLICATION OF CORPORATIONS ACT

2.1 Unless the context indicates a contrary intention, in the Constitution:

- (a) a reference to the Act is to the Act in force in relation to the Club after taking into account any waiver, modification or exemption which is in force either generally or in relation to the Club; and
- (b) a word or phrase given a meaning in the Act has the same meaning in the Constitution where it relates to the same matters as the matters for which it is defined in the Act, unless that word or phrase is otherwise defined in the Constitution; and

2.2 Subject to the Act, where the Replaceable Rules referred to in Part 2B.4 of the Act are inconsistent with the Constitution, the Constitution prevails.

3 OBJECTS OF THE CLUB

3.1 The name of the Club is The R.A.N. Ski Club.

3.2 The Club is a company limited by guarantee.

3.3 The objects for which the Club is established are to:

- (a) foster the sport of skiing and other alpine sports among members of the Royal Australian Navy;
- (b) provide accommodation at Australian ski resorts for Members of the Club;
- (c) provide means of social intercourse between persons who are serving or who have served in the Royal Australian Navy and other Club Members; and
- (d) make such contributions to Navy Snowsports Teams, any charitable relief, benefit, commemoration, or memorial fund of any kind whatsoever as the Club may deem desirable.

3.4 The profits (if any) or other income and assets of the Club will be applied solely in furtherance of the objects of the Club set out in clause 3.3.

3.5 No portion of the Club's profits, income or assets will be distributed, directly or indirectly to the Members of the Club except as bona fide compensation for services rendered to, or expenses incurred on behalf of, the Club.

3.6 Nothing in this clause 3 prevents the:

- (a) payment in good faith:
 - (i) of remuneration to any person in return for any services actually provided to the Club; or
 - (ii) for goods supplied to the Club in the ordinary course of business; or
- (b) Club:
 - (i) repaying money borrowed from any Member of the Club; or paying interest on money borrowed from any Member of the Club; or
 - (ii) reimbursing out-of-pocket expenses to any Director of the Club.

3.7 By Special Resolution, the Members entitled to vote may add to, alter or amend the Constitution from time to time.

4 CONDUCT

4.1 No Member shall remove any of the property of the Club from the Club premises without the consent of the Directors, or in any way damage, or injure any of the Club's property. The damage sustained by the Club through any infringement of this Clause may be assessed by the Directors and notice of assessment shall be given to the Member concerned. Every such assessment shall be final and binding upon such Member and the amount thereof shall forthwith be paid to the Club. Should the Member fail to pay such amount, the amount shall be recoverable by action.

4.2 Each Member shall be responsible for the conduct and any actions of any guest of the Member.

5 BORROWING POWERS, SECURITIES AND POWERS TO DEAL WITH PROPERTY

5.1 the Club may:

- (a) purchase, take on lease (including building lease), exchange, hire or otherwise acquire for the purposes of the Club any real or personal property;
- (b) sell, demise, let on lease (including building lease), mortgage, turn to account, or otherwise deal with or dispose of any real or personal property for the purposes of the Club;
- (c) create, make, maintain, improve, alter, demolish, repair or renew any buildings, improvements, fixtures, fittings, works or chattels for the purposes of the Club;
- (d) borrow or raise money by way of bonds, debentures, bills of exchange, promissory notes, or other obligations or securities of the Club, or by way of overdraft or by mortgage or charge of some or all of the Club's assets;
- (e) undertake and execute any trusts which may seem to the Club conducive to any of its objects;
- (f) receive any gift of property whether subject to any special trust or not for any one or more of the objects of the Club;
- (g) take such steps by personal or written appeals or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club;

- (h) do all such other lawful things as are incidental to or conducive to the attainment of the objects of the Club.

6 MEMBERSHIP

- 6.1 The liability of Members is limited by the Guarantee.
- 6.2 In the interest of providing equitable access to accommodation for Members, the Board may set any membership ceiling it deems necessary. The Board will publish any ceiling it decides on, in By-Laws.
- 6.3 To apply for Membership, a person will:
 - (a) apply to the Director with membership management responsibilities in writing in the prescribed form set out at Schedule 2; and
 - (b) pay the Guarantee.
- 6.4 Except in the case of applications for Honorary Life Membership, the Directors will decide whether to approve an application for membership and need give no reasons for deciding to deny membership. The decision of the Directors is final.
- 6.5 The Ordinary Members in general meeting may decide to grant a person Honorary Life Membership. The decision of the Ordinary Members is final.
- 6.6 In the event that a person is denied membership pursuant to either clause 6.4 or 6.5, the Director with membership management responsibilities must within 5 business days of the decision not to grant membership:
 - (a) notify the applicant in writing that their application has not been approved; and
 - (b) refund the Guarantee paid by the applicant, if any.
- 6.7 If a person's application for membership is approved, the Director with membership management responsibilities will:
 - (a) within 5 business days of the decision to grant membership:
 - (i) notify the applicant in writing that their application has been approved;
 - (ii) notify the applicant in writing that the applicant's first Annual Subscription Fee is payable within 10 business days; and
 - (b) upon receiving payment of the applicant's first Annual Subscription Fee, enter that person's name on the Register of Members.
- 6.8 With the exception of the first Annual Subscription Fee, which will be due at the time specified in the notice issued pursuant to clause 6.7(a)(ii), each Member must pay the Annual Subscription Fee every year. If, six (6) weeks after the due date for an Annual Subscription Fee, a Member has failed to pay the Annual Subscription Fee, the Directors may declare that person's membership forfeited and must inform the Member in writing accordingly.

7 CATEGORIES OF MEMBERSHIP

- 7.1 The Club will have the following categories of membership:
 - (a) Ordinary Membership;

- (b) Associate Membership;
 - (c) Temporary Membership;
 - (d) Honorary Life Membership; and,
 - (e) Family Membership.
- 7.2 The Members who will be entitled to attend and vote at general meetings are Ordinary Members and Honorary Life Members.
- 7.3 Associate Members, Temporary Members and Family Members will be entitled to attend at general meetings but will not be entitled to vote.
- 7.4 Ordinary Membership may be granted to members and former members of the Australian Permanent Naval Forces or the Australian Naval Reserves.
- 7.5 Associate Membership may be granted to:
- (a) persons who:
 - (i) are not eligible for any other category of membership; and
 - (ii) have rendered services to the Club or who, in the opinion of the Directors, would be in a position to render services to the Club;
 - (b) the spouses of deceased Ordinary Members, Honorary Life Members, or Associate Members;
 - (c) the former spouses of Ordinary Members, Honorary Life Members, or Associate Members;
 - (d) the children of Ordinary Members, Honorary Life Members, or Associate Members who are no longer eligible for Family Membership as a consequence of attaining the age of 21 years.
- 7.6 Temporary Membership may be granted to such persons, at such times and in such manner as the Directors may in their absolute discretion determine. Conditions will be advised in the By Laws.
- 7.7 Honorary Life Membership may be granted to Ordinary Members, Associate Members, or Family Members who have given exceptional service to the Club. Honorary Life Members will be accorded membership status but will not be required to pay the Annual Subscription.
- 7.8 Family Membership may be granted to:
- (a) spouses of Ordinary Members, Honorary Life Members, or Associate Members;
 - (b) children of Ordinary Members, Honorary Life Members, Associate Members or Temporary Members while under twenty-one (21) years of age; and
 - (c) Conditions will be advised in the By Laws
- 7.9 Where a Member is or proposes to be absent from Australia for a period of not less than nine months in any one financial year, the Board may reduce any subscription which may become payable during the absence.

8 CESSATION OF MEMBERSHIP

8.1 Expulsion of Members:

- (a) If any Member is sentenced to dismissal from the Australian Defence Force or is convicted of an indictable offence, that Member will from the time of dismissal or conviction be expelled from membership.
- (b) In the event that a question arises as to whether a particular Member is properly qualified for membership, the Directors may:
 - (i) by notice in writing to that Member call upon the Member to furnish within 14 days satisfactory proof of their qualifications; and
 - (ii) make such enquiries as the Directors think proper.
- (c) If a Member fails to produce proof of their qualifications within 14 days of a request pursuant to clause (b)(i), the Directors may convene a meeting to decide whether to expel that Member.
- (d) If a Member's conduct has brought, or in the opinion of the Directors is likely to bring, the Club into disrepute, the Directors may convene a meeting to decide whether to expel that Member.
- (e) If the Directors convene a meeting in accordance with either clause 8.1(c) or 8.1(d), the relevant Member must be given at least one week's written notice of:
 - (i) the place and hour of the meeting;
 - (ii) the purpose for which the meeting is being called; and
 - (iii) the Member's right to attend the meeting to make submissions or produce evidence in support of their continued membership.
- (f) Following the meeting, if the Directors decide to expel a Member:
 - (i) within seven (7) days of the meeting, the Directors must notify the relevant Member in writing of the Directors' decision but need not provide reasons for the Directors' decision;
 - (ii) the decision of the Directors is final;
 - (iii) if applicable, within seven (7) days of the meeting, the Director with membership management responsibilities must remove the Member's name from the Register of Members; and
 - (iv) the decision of the Directors must be notified to the Members at the following AGM.

8.2 Resignation of Members:

- (a) Any Member may resign their membership at any time by notifying their resignation in writing to the Director with membership management responsibilities or Secretary.

- (b) Within 7 days of the Secretary receiving a notice pursuant to clause 8.2(a), the Director with membership management responsibilities must remove the Member's name from the Register of Members.

8.3 Lost Members:

- (a) Within a period of 6 months or more, if one or more notices sent to a Member are returned to the Club marked "return to sender", not responded to, or similar:
 - (i) the Director with membership management responsibilities may submit that Member's name and details of attempts to contact that Member to the Board for its consideration; and
 - (ii) The Board meeting at which this will occur will be the next Board meeting after the expiration of 6 months from the date of the first failed communication; and
 - (iii) the Board may decide at that meeting to terminate that person's membership.
- (b) A Member whose membership has ceased under clause 8.3 may apply to have their membership reinstated at any time.

8.4 Rights and liabilities on cessation of membership:

- (a) No Member ceasing membership of the Club will be entitled to have any claim on any portion whatsoever of the property or assets of the Club.
- (b) Any Member ceasing membership of the Club will be liable to pay to the Club all subscriptions, fines and other moneys due or payable by them immediately preceding their expulsion or resignation.

9 FEES AND CHARGES

- 9.1 The Board will review and set all fees and charges prior to the commencement of the Club's financial year.

10 GENERAL MEETINGS

10.1 Annual General Meetings:

- (a) All meetings other than AGMs will be called Extraordinary General Meetings ("EGMs").
- (b) The Club will hold an AGM at least once every calendar year.
- (c) The Club will hold the AGM within six (6) months of the end of the Club's financial year.
- (d) Subject to clause 11.1, the AGM will be held at such time and place as the Directors may determine from time to time.

11 EXTRAORDINARY GENERAL MEETINGS

- 11.1 Any member of the Board may convene an EGM whenever that member thinks fit.
- 11.2 EGMs of the Club must be held in accordance with the Act, which includes but is not limited to their being held:

- (a) for a proper purpose; and
 - (b) at a reasonable time and place.
- 11.3 The Board may cancel any meeting that it convenes by giving not less than forty-eight (48) hours' notice to those members entitled to notice of the meeting.
- 11.4 Request by Members for an Extraordinary General Meeting:
- (a) The Board must convene and hold an EGM on the request of at least 5% of the Members of the Club who are entitled to vote at a General Meeting.
 - (b) The request for an EGM must:
 - (i) be in writing;
 - (ii) state any resolutions to be proposed at the meeting;
 - (iii) be signed by each Member making the request; and
 - (iv) be given to the Club in accordance with the Notice provisions of the Constitution.
 - (c) Separate copies of a document setting out the request may be used for signing by Members if the wording of the request is identical in each copy.
 - (d) Within twenty-one (21) days after the request is given to the Club, the Board:
 - (i) must give all Members entitled to vote notice of the meeting in accordance with the Notice provisions of the Constitution; and
 - (ii) may include in the notice such other business as the Directors think fit.
 - (e) The Board must hold the meeting not later than two months after the request is given to the Club.
 - (f) The Board may require the Members calling the meeting to pay the expenses of calling and holding the meeting.
- 11.5 Failure by Board to call Extraordinary General Meeting:
- (a) If within twenty-one (21) days after the request is given to the Club, the Board does not convene an EGM, the Members who requested the meeting, may call and arrange to hold a meeting.
 - (b) The meeting must be called, so far as is possible, in the same way in which general meetings of the Club may be called.
 - (c) That meeting must be held not later than three (3) months after the request is given to the Club.
 - (d) The Club must pay the reasonable expenses the Members incurred because the Board failed to call and arrange to hold the EGM.
 - (e) The Club need not pay any expenses that Members incurred because the Board failed to call the EGM if, in the reasonable opinion of the Board, the EGM was requested for vexatious reasons.

12 NOTICES OF MEETINGS

- 12.1 Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, at least twenty-eight (28) days' notice must be given of any general meeting to those Members entitled to notice of the meeting. The notice must:
- (a) set out the place, the date, and the time of meeting; and
 - (b) if the meeting is to be held in two or more places, set out the technology that will be used to facilitate this; and
 - (c) state the general nature of the meeting's business;
 - (d) if a special resolution is to be proposed at the meeting, set out:
 - (i) an intention to propose a special resolution; and
 - (ii) the resolution;
 - (e) if a Member is entitled to appoint a proxy, contain a statement setting out the following information:
 - (i) that the Member has a right to appoint a proxy;
 - (ii) whether or not the proxy needs to be a Member of the Club.
- 12.2 The business of the AGM may include any of the following, even if not referred to in the notice of meeting:
- (a) adoption of the minutes of the previous AGM;
 - (b) the consideration of the annual financial, the Board's, and the auditor's reports;
 - (c) the election of Directors;
 - (d) election of the standing committees;
 - (e) the appointment of the Auditor;
 - (f) the fixing of the Auditor's remuneration; or
 - (g) any other business which is required by the Act or the Constitution to be transacted at an AGM.
- 12.3 All business to be considered at an AGM other than the ordinary business referred to in clause 12.2 must be notified to Members.
- 12.4 No special resolution shall be included in the notice of the Annual General Meeting, or transacted at the meeting unless approved by the Board, or unless notice of the special resolution has been received at the Club's registered office at least 42 days prior to the annual General Meeting and the notice is signed by at least 5% of the Members of the Club who are entitled to vote at a General Meeting.
- 12.5 The proceedings at a meeting are not invalid if accidentally a person entitled to receive a notice of a meeting does not receive one or is omitted from the list of those who should receive one.

13 PROCEDURES AT GENERAL MEETINGS

13.1 Quorum:

- (a) The quorum for a general meeting of the Club is fifteen (15) Ordinary or Honorary Life Members present in person or by proxy and the quorum must be present at all times during the meeting.
- (b) If within fifteen (15) minutes from the time appointed for a general meeting, a quorum is not present:
 - (i) where the meeting was called on the request of Members, the meeting is dissolved; or
 - (ii) in any other case:
 - A the meeting is adjourned to forty-five (45) minutes after the time appointed, at the place appointed; and
 - B If a quorum is not present within fifteen (15) minutes of the time appointed in accordance with clause 13.1(b), the Ordinary and Honorary Life Members present (being not less than ten (10)) will be a quorum.

13.2 Chairing general meetings:

- (a) The President will preside at every general meeting of the Club as the person chairing the meeting.
- (b) If there is no President, or he or she is not present within fifteen (15) minutes after the time appointed for the holding of the meeting, or if the President is unwilling to act, a Vice President will preside as the person chairing the meeting. If there are no Vice Presidents, or if none are present within fifteen (15) minutes after the time appointed for the holding of the meeting, or if the Vice Presidents are unwilling to act, then the Members present will elect one of their numbers to act as the person chairing the meeting.
- (c) With the consent of, or if directed by, a meeting at which a quorum is present, the person chairing the meeting may adjourn the meeting but no business other than any unfinished business from the adjourned meeting is to be dealt with at the resumed meeting.
- (d) Unless a meeting is adjourned for thirty (30) days or more, it is not necessary to give any notice of an adjournment or the meeting's business.
- (e) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as if it were an original meeting.
- (f) At all general meetings, when questions of order or interpretation of the Constitution arise, the ruling of the person chairing the meeting will be final.

13.3 Voting at general meetings:

- (a) At any general meeting on any resolution or special resolution, whether by show of hands or poll, each Member entitled to vote pursuant to clause 7.2:
 - (i) holds one vote; and

- (ii) may vote in person or by proxy or by attorney.
- (b) A Member who suffers from mental incapacity or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his or her trustee or by such other person as has the management of his or her estate, and any such trustee or other person may vote by proxy or attorney.
- (c) On a show of hands, a declaration by the person chairing the meeting, and an entry to that effect in the book containing the minutes of the meeting, is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received.
- (d) Neither the person chairing the meeting nor the minutes need to state the number or proportion of the votes recorded in favour or against.
- (e) The person chairing the meeting has one vote as a Member of the Club, unless there is an equality of votes, whether on a show of hands or on a poll, in which case the person chairing the meeting is entitled to a casting vote.
- (f) A challenge to a right to vote at a general meeting:
 - (i) may only be made at the meeting; and
 - (ii) must be determined by the person chairing the meeting, whose decision is final.

13.4 Polls:

- (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 (before or on the declaration of the result of the show of hands) demanded:
 - (i) by the person chairing the meeting; or
 - (ii) by at least two (2) Ordinary or Honorary Life Members present in person or by proxy.
- (b) A poll demanded on a matter must be taken when and in the manner the person chairing the meeting directs.
- (c) The demand for a poll may be withdrawn at any time by the person or persons who demanded the poll.
- (d) A poll may not be demanded on any resolution concerning:
 - (i) the election of a person to chair the meeting; or
 - (ii) the adjournment of a meeting.

13.5 Proxies:

- (a) A Member of the Club who is entitled to attend and cast a vote at a general meeting of the Club (or their attorney) may appoint an Ordinary/Honorary Life Member as the Member's proxy to attend and vote for the Member at a general meeting.

- (b) An appointment of a proxy is valid if it is signed by the Member of the Club making the appointment and contains the following information:
 - (i) the Member's name and address;
 - (ii) the Club's name;
 - (iii) the proxy's name or the name of the office held by the proxy; and
 - (iv) the meeting or meetings at which the proxy may be used.
- (c) The instrument appointing a proxy may be in the form set out in Schedule 1 or as close to that form as circumstances permit.
- (d) For an appointment of a proxy for a meeting of the Club's Members to be valid, the Club must receive the following documents at least forty-eight (48) hours before the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, at least twenty-four (24) hours before the time appointed for the taking of the poll:
 - (i) the proxy's appointment; and
 - (ii) if the appointment is signed by the appointer's attorney – the authority under which the appointment was signed or a certified copy of the authority.
- (e) The Club receives an appointment authority and power of attorney when it is received at any of the following:
 - (i) the Club's registered office;
 - (ii) by fax at a fax number at the Club's registered office; or
 - (iii) at a place, fax number or electronic mail address specified for the purpose of the notice of meeting.
- (f) An appointment may specify the way the proxy is to vote on a particular resolution. If it does:
 - (i) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way; and
 - (ii) if the proxy is the person chairing the meeting, the proxy must vote on a poll and must vote that way; and
 - (iii) if the proxy is not the person chairing the meeting, the proxy need not vote on a poll but if the proxy does so, the proxy must vote that way.
- (g) A Member's appointment as a proxy does not affect the way that person can cast a vote as a Member.
- (h) Unless the Club has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes:
 - (i) the appointing Member dies;
 - (ii) the Member is mentally incapacitated;

- (iii) the Member revokes the proxy's appointment;
- (iv) the Member revokes the authority under which the proxy was appointed by a third party; or
- (v) the Member resigns from the Club.

14 THE BOARD

14.1 Composition:

- (a) There must be not less than three (3) and no more than seven (7) Directors of the Board, not less than half of whom shall be serving, reserve, or retired members of the Royal Australian Navy.

14.2 Term of office:

- (a) The term of office of each Director is one year.
- (b) The Directors elected are eligible for re-election to the same office.

14.3 Validity of acts:

- (a) The acts of a Director of the Club are valid notwithstanding any defect that may afterwards be discovered in their appointment or qualification.

14.4 Directors:

- (a) The Directors of the Club shall comprise a President, four (4) Vice Presidents (VP Mt Buller Lodge, VP Perisher Lodge, VP Thredbo Lodge and VP Membership, Marketing and Communications), Treasurer and Secretary.
- (b) Any Ordinary/Honorary Life Members of the Club may nominate any other Ordinary/Honorary Life Member to serve as a Director of the Club in a specified capacity pursuant to clause 14.4(a).
- (c) That nomination must be:
 - (i) in writing; and
 - (ii) in the form prescribed in Schedule 2 or as close to that form as circumstances permit; and
 - (iii) signed by the Ordinary/Honorary Life Member putting forward the nomination (proposer); and
 - (iv) signed by a second Ordinary/Honorary Life Member supporting the nomination (seconder); and
 - (v) signed by the Ordinary/Honorary Life Member nominated to serve as a Director of the Club (candidate); and
 - (vi) Include a statement describing the nominee's:
 - A experience,
 - B qualifications relevant to the specified capacity; and

C acknowledgement of accountability to Members for service as a Director; and

(vii) lodged with the Secretary at least twenty-eight (28) days prior to the AGM at which the election is to take place.

- (d) a list of candidates' names, with the proposers' and seconders' names, will be posted in a conspicuous place at the Club's registered office for at least twenty-one (21) days preceding the AGM at which the election is to take place;
- (e) each Ordinary and Honorary Life Member present in person or by proxy at the AGM will be entitled to vote for any number of candidates, provided that his or her votes do not exceed the number of vacancies;
- (f) if there is not a sufficient number of candidates nominated, the Board may appoint eligible Members to fill the remaining vacancy or vacancies.
- (g) Notwithstanding the stipulation at clause 14.4(b) in exceptional circumstances, the Board may resolve to invite an Associate Member to nominate for one or no more than two Director positions (not including the position of President) in the form stipulated at clause 14.4(c)
- (h) The Club may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of Directors of the Club.

14.5 The office of a Director of the Club is vacated if the person:

- (a) is disqualified from managing corporations pursuant to section 206B of the Act;
- (b) cannot manage the affairs of the Club because of mental incapacity and is a person to whose estate or property a personal representative or trustee has been appointed as an administrator;
- (c) becomes subject to an order under one or more of the following sections of the Act:
 - (i) section 206C;
 - (ii) section 206D;
 - (iii) section 206E;
 - (iv) section 206F.
- (d) resigns his or her office in writing to the Board;
- (e) in the opinion of the Board, has refused or neglected to comply with the Constitution, or has acted in a manner that may be prejudicial to the interests of the Club, or has otherwise engaged in conduct that the Board considers to be improper;
- (f) ceases to be a Member of the Club;
- (g) is absent without permission of the Board from two consecutive Board meetings; or
- (h) becomes an employee of the Club.

14.6 At any time, the Board may appoint an eligible person to fill a casual vacancy on the Board caused by the vacation of office of a Director.

- 14.7 A Director appointed in accordance with clause 14.6:
- (a) holds office until the expiry of the term of office of the Director whose place he/she has taken; and
 - (b) is eligible for re-election.

15 CONFLICT OF INTEREST

- 15.1 A Director who has a material personal interest in a matter that is being considered at a Board meeting:
- (a) must advise the Board of the nature and extent of the material personal interest;
 - (b) must not vote on the matter; and
 - (c) must not be present while the matter is being considered at the meeting.
- 15.2 A Director is not to be taken to have a material personal interest in a matter merely because:
- (a) where the contract or proposed contract relates to a loan to the Club, the Director has guaranteed or joined in guaranteeing the repayment of the loan or any part of the loan; or
 - (b) where the contract or proposed contract has been or will be made with or for the benefit of or on behalf of a body corporate that is related to the Club and the Director is a Director of that Body Corporate.

16 REMOVAL OR SUBSTITUTION OF DIRECTORS

- 16.1 The Club may by resolution at an Extraordinary General Meeting remove any Director before the end of the Director's period of office.
- 16.2 The Club may by resolution at the same or another Extraordinary General Meeting appoint another person to replace that Director.

17 POWERS AND DUTIES OF THE BOARD

- 17.1 The business of the Club is to be managed by or under the direction of the Board.
- 17.2 The Board may exercise all the powers of the Club except any powers that the Act or the Club's Constitution requires the Club to exercise in general meeting.
- 17.3 In addition to standing committees as set out in clause 17.4, the Board may, in its complete discretion, establish committees:
- (a) consisting of such Member or Members of the Club, and other people whether Members or not, as the Board sees fit; to advise the Board on aspects of the management of the Club.
 - (b) Committees may make recommendations to the Board but may not, of themselves, make decisions binding the Board or the Club.
- 17.4 Standing committees:
- (a) Notwithstanding clause 17.3, there shall be four (4) standing committees to assist the Board in the management of the day-to-day affairs of the Club. The four (4)

standing committees are to be chaired by a Vice President and are responsible to the Board.

- (b) The functions of the standing committees shall be the:
 - (i) Membership, Marketing and Communications;
 - (ii) Mt Buller Lodge;
 - (iii) Perisher Lodge; and
 - (iv) Thredbo Lodge.
- (c) Each standing committee must not exceed nine (9) persons.
- (d) The members of each standing committee must all be Ordinary/Honorary Life, Associate or Family Members of the Club and shall be elected by the Members at each Annual General Meeting in accordance with the procedures outlined in clause 13 of the Constitution.
- (e) The full duties and responsibilities of the standing committees are to be specified by the Board in By-Laws.

17.5 Procedures of committees:

- (a) The President will be ex-officio a member of all committees.
- (b) The meetings and proceedings of any committee consisting of two (2) or more Members will be governed by the provisions of the Constitution dealing with procedures of Board meetings.
- (c) Subject to clause 17.5(b), all committees must comply with any directions issued by the Board regarding:
 - (i) proceedings of committees;
 - (ii) the powers conferred on committees; and
 - (iii) any other matters the Board thinks fit.
- (d) The proceedings of every committee will be reported to and recorded by the Board.
- (e) All acts done, or decisions made, by any committee or by any person acting as a member of any committee will be valid notwithstanding that it be afterwards discovered that there was some defect in the appointment of a committee member.

17.6 Minutes:

- (a) The Board will keep minutes of:
 - (i) all appointments of officers;
 - (ii) the names of members of the Board who attend Board, general and committee meetings;
 - (iii) all orders made by the Board and any committees; and
 - (iv) all resolutions and proceedings of Board, general and committee meetings.

- (b) The minutes will be signed by the person chairing the meeting at which the proceedings were held or by the person chairing the next succeeding meeting.
- (c) Any minutes signed in accordance with clause 17.6, will be prima facie evidence of the matters stated in the minutes.

17.7 Attorneys:

- (a) The Board may appoint any person or persons to be the attorney of the Club to act for the Club in the same way that it may act.
- (b) The appointment of the attorney may be for as long as and on the terms and remuneration that the Board decides.
- (c) A power of attorney:
 - (i) may contain provisions in addition to those set out in section 129(3) and (4) of the Act, for the protection and convenience of persons dealing with the attorney as the Board thinks fit; and
 - (ii) may authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.
- (d) The Board is to be advised in writing at its next meeting of any actions taken under the power of attorney.

17.8 Board's disciplinary powers

- (a) If, in the opinion of the Board, any Member, whether before or after his or her admission as a Member and whether on Club premises or elsewhere, is guilty of:
 - (i) wilfully infringing any part of the Constitution or any By-Laws; or
 - (ii) unbecoming or dishonourable conduct or conduct which is or may be in any way injurious to the character or interests of the Club,
- (b) The Board may sanction such Member in any one or more of the following ways:
 - (i) caution and/or reprimand the Member;
 - (ii) suspend the Member from using the premises of the Club and enjoying the privileges of membership of the Club for any period not exceeding twelve (12) months; or
 - (iii) expel the Member or request that the Member resign his or her membership.
- (c) The Board will not exercise the power conferred by clause 17.8(b)(iii) unless:
 - (i) the Directors have received a written notice from a Member or the Secretary setting out the alleged conduct;
 - (ii) a meeting is called in accordance with the provisions of clauses 8.1(c) to 8.1(e); and
 - (iii) the Directors are satisfied that the punishments contemplated by clauses 17.8(b)(i) and 17.8(b)(ii) are inadequate.

- (d) If a majority of the Board decides to exercise the power conferred by clause 17.8(b)(iii), the provisions of clause 8.1(f) apply.

18 PROCEDURES OF BOARD MEETINGS

18.1 Circulating resolutions of Directors:

- (a) The Directors of the Club may pass a resolution without a Board meeting being held if all the Directors 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 a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.

18.2 Management by meetings:

- (a) The Board may meet to manage the Club's business.
- (b) The Board may manage its meetings as it thinks fit.

18.3 Notices of Board meetings:

- (a) Each Director individually must be given reasonable notice of each Board meeting.
- (b) A Board meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw such consent within a reasonable period before the meeting.
- (c) Each Director attending a meeting using technology must have access to the technology by which the meeting is taking place.

18.4 Request to hold Board meeting:

- (a) The President or any three (3) Directors may at any time require the Secretary to convene a Board meeting.

18.5 Voting at Board meetings

- (a) A resolution of the Board must be passed by a majority of votes cast by Directors presently entitled to vote and voting on the resolution.
- (b) In the case of an equality of votes, the person chairing the meeting is entitled to a second casting vote.

18.6 Quorum for a Board meeting

- (a) A quorum is not present during the consideration of a matter at a Board meeting unless one half of the Directors rounded up to nearest whole number are present and are entitled to vote on any motion that may be moved at the meeting in relation to that matter.
- (b) Any resolutions or actions taken by a Board meeting held in accordance with clause 18.6(a) will bind the Club provided that:
 - (i) the meeting conducts its business in accordance with the Club's established policy; and

- (ii) those resolutions/actions are ratified at the next Board meeting.
 - (c) If a vacancy occurs in the office of a Director, the remaining Directors may act but, if the number of remaining Directors is less than the minimum number set out in the Constitution, they may act only for the purpose of filling vacancies or of convening a general meeting of the Club.
- 18.7 Chairing a Board meeting
- (a) The President will preside at every Board meeting as the person chairing the meeting.
 - (b) If at a Board meeting, the President is not present at the time set down to commence the meeting, the members of the Board present must elect one of themselves to chair the meeting.

19 ALTERNATE DIRECTORS

- 19.1 With the other Directors' approval, a Director may appoint an alternate Director to exercise some or all of that Director's powers for a specified period.
- 19.2 An alternate Director is entitled to notices of Board meetings and if the original Director is not present at the meeting, is entitled to attend and vote in place of the original Director.
- 19.3 Where an alternate Director exercises the Director's powers the exercise of power is just as effective as if the powers were exercised by the Director.
- 19.4 The appointing Director may terminate the alternate's appointment at any time.
- 19.5 An appointment, or its termination, must be in writing and signed by the appointing Director of the Club. A copy must be given to the Club.

20 PATRON

- 20.1 The Directors may appoint any person, whether or not a Member of the Club, to be Patron of the Club.

21 SEAL

- 21.1 The Club may have a common seal.
- 21.2 If the Club has a common seal, the Board shall provide for its safekeeping and use.
- 21.3 The use of the common seal is not mandatory, but its use will indicate the approval of the Board of the document to which it is affixed, and its use will be accompanied by the signature of two Directors.
- 21.4 Where a document has been executed by fixing the Seal to the document, the Secretary is to advise the Board in writing at its next meeting.

22 BY-LAWS

- 22.1 In its discretion the Board may make or amend By-Laws for the management of the Club's affairs including but not limited to:
 - (a) the establishment of, and regulation of proceedings of Committees;
 - (b) the management of Board Meetings;

- (c) the admission of visitors to premises owned or leased by the Club;
 - (d) the circumstances under which visitors may enjoy some or all of the benefits conferred on Members of the Club;
 - (e) the terms as to payment or otherwise by Members in consideration for allowing such Members and their guests to enjoy the use of Club property or privileges;
 - (f) the payment of all moneys (other than the Guarantee and Annual Subscription Fee) payable by Members including the charging and payment of interest on overdue accounts;
 - (g) the conduct of Members, guests and visitors in relation to one another and to the servants of the Club;
 - (h) the duties and functions not defined by the Constitution of any officer of the Club;
 - (i) all such matters as are commonly the subject matter of club rules.
- 22.2 The Directors will adopt such means as they deem sufficient to bring to the notice of Members, guests and visitors all By-Laws, rules, regulations, amendments and repeals.
- 22.3 All By-Laws:
- (a) are subject to the Constitution;
 - (b) bind Members as if they were part of the Constitution; and
 - (c) may be amended or repealed by:
 - (i) the Board; or
 - (ii) the Club in general meeting.

23 ACCOUNTS

- 23.1 The Club's financial year will be from 1 January to 31 December.
- 23.2 The Treasurer will ensure that the Club keeps written financial records that:
- (a) correctly record and explain its transactions and financial position and performance; and
 - (b) would enable true and fair financial statements to be prepared and audited.
- 23.3 Unless the Board otherwise decides, the Club will keep its financial records at the registered office and always have them available for inspection by:
- (a) the Board; and
 - (b) any Auditor appointed by the Club from time to time.
- 23.4 In its discretion, the Board may authorise a Member to inspect the financial records.
- 23.5 In accordance with the Act, the Club must prepare, or allow one or more properly qualified Auditors to prepare, annual financial reports for presentation at the AGM.
- 23.6 The Board may determine how a negotiable instrument and all receipts for money paid to the Club will be signed, drawn, accepted, endorsed, or otherwise executed.

24 AUDITOR

- 24.1 The Club in general meeting will appoint, remunerate and regulate the duties of its Auditor.
- 24.2 Notwithstanding clause 24.1, the remuneration of any auditor appointed to fill a casual vacancy may be fixed by the Board.
- 24.3 The Auditor of the Club may not be replaced unless the provisions of the Act for such replacement have been met.

25 NOTICES

25.1 Notices by the Club:

- (a) The Club may serve a notice on any Member by:
- (i) serving it on that Member;
 - (ii) leaving it at or posting it to the Member's address last known to the Club;
 - (iii) faxing it to the Member's fax number last known to the Club; or
 - (iv) emailing it to the Member's email address last known to the Club.

25.2 Notices by Members:

- (a) A Member or Members may serve a notice on the Club by:
- (i) serving it on the Club in accordance with the Act;
 - (ii) leaving it at or posting it to the Club's registered office;
 - (iii) faxing it to the Club's fax number as advised by the Club from time to time;
or
 - (iv) emailing it to the Club's email address as advised by the Club from time to time.

25.3 Notices – general:

- (a) Where a notice is sent by post, service of the notice is taken to be effective by properly addressing, prepaying, and posting the notice.
- (b) Service is taken to be effected three (3) days after the date of its posting.
- (c) Service may be proved by:
- (i) if the notice was given by the Club, by an officer of the Club signing a certificate that the letter, envelope, wrapper, fax or email containing the notice was properly addressed, stamped and posted or faxed or emailed;
 - (ii) if the notice was given by a Member or Members, by the Member responsible for service signing a certificate that the letter, envelope, wrapper, fax or email containing the notice was properly addressed, stamped and posted or faxed or emailed.
- (d) If the Board decides that a notice may be given by means of any technology, service of that notice is taken to be effected if the notice is addressed, paid for or lodged for transmission in accordance with the technology used.

- (e) Service is taken to be effected at the time at which the notice would usually be received in accordance with the technology used.
- (f) Documents for Members whose address is outside of Australia may be forwarded by email.

25.4 Notice of general meetings:

- (a) Notice of every general meeting must be given in accordance with the Act
- (b) Notice of every general meeting must be given to:
 - (i) every Member;
 - (ii) every Director; and
 - (iii) the Auditor of the Club.
- (c) No other person is entitled to receive notices of general meetings.

26 EXECUTION OF DOCUMENTS

26.1 A document is signed if signed electronically in accordance with section 110A of the Act.

27 INDEMNITY

27.1 The Club may indemnify a person against liability for costs and expenses incurred by that person in their capacity as officer, Auditor or agent of the Club:

- (a) In defending any proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
- (b) In connection with an application, in relation to any such proceedings, in which the Court grants relief to the person under the law.

28 WINDING UP

28.1 On the winding up of the Club, each Member of the Club is liable up to the amount of the Guarantee paid in accordance with clause 6.3(b)

28.2 The Members' obligations do not extend in respect of

- (a) the debts and liabilities of the Club; and
- (b) the costs, charges and expenses of winding up the Club;
- (c) beyond the Guarantee.

28.3 On the winding up of the Club, any money or property remaining after the payment of all of the Club's debts and liabilities will be given to some other organisation or institution:

- (a) whose objects are similar to the objects of the Club; and
- (b) which prohibits the distribution of income or property to its members.

28.4 The Directors will decide which organisation or institution will receive the money or property at or before dissolution. If the Directors fail to decide, an application may be made to the Supreme Court of the Australian Capital Territory or any other court of competent jurisdiction to decide who it will be.

Schedule 1 PROXY

To the R.A.N. Ski Club ("the Club")

I _____ (name) of _____ (address) being an Ordinary/Honorary Life Member of the Club
appoint _____ (name) of _____ (address) being an Ordinary/Honorary Life Member of the Club, or failing that
appoint _____ (name) of _____ (address)
being an Ordinary/Honorary Life Member of the Club as my proxy to vote for me on my behalf at the (Annual or Extraordinary) General Meeting of the Club to be held on the _____ day of _____ 20____, and at any adjournment of that meeting.

Signed this _____ day of _____ 20____.

_____ (signature)

This proxy is in favour of/against the resolution/following resolutions: (Unless otherwise instructed, the proxy may vote as the proxy thinks fit.)

(Strike out what does not apply)

Schedule 2 – BOARD NOMINATION

To the R.A.N. Ski Club (“the Club”)

I _____ (name) of _____ (address) being
a _____ (type of membership) Member of the Club
and

I _____ (name) of _____ (address) being
a _____ (type of membership) Member of the Club

+

nominate _____ (name) of _____ (address)
as _____ a Director of the R.A.N. Ski Club.

Signed _____ Proposed

Signed _____ Seconded

Acceptance by candidate

Dated

(Enclosed statement per s 14.4)