

Company Limited by Guarantee

**CONSTITUTION
OF
THE ROYAL MELBOURNE TENNIS CLUB (ACN 004 143 720)**

1 Name of Company

- 1.1 The name of the Company is “THE ROYAL MELBOURNE TENNIS CLUB”.

2 Interpretation

- 2.1 In this Constitution unless the contrary intention appears:

Absentee Member means an absentee member of the Club as detailed in Rule 5.3.

Act means the Corporations Act 2001 (C’th).

Associate Member means an associate member of the Club as detailed in Rule 5.3.

By-Law means a by-law of the Club made under Rule 9.11(c).

Calendar Year means the period from the 1st day of January to the 31st day of December of any year.

Call means an obligation to pay imposed by the Committee in accordance with Rule 5.13.

Club means “The Royal Melbourne Tennis Club”.

Committee means the Committee of the Club, which is the Board of Directors of the Company.

Committee Member means a Director of the Company.

Country Member means a country member of the Club as detailed in Rule 5.3.

CPI means the Consumer Price Index - All Groups Index for Melbourne published by the Australian Bureau of Statistics or successor body, or if not published, such similar index as selected by the Committee.

Eligible Member means a member who is entitled to stand for election as a Committee Member in accordance with Rule 5.7.

General Meeting means either an Annual General Meeting or an extraordinary general meeting.

GST means the Goods and Services Tax.

Honorary Life Member means an honorary life member of the Club as detailed in Rule 5.3.

Honorary Member means an honorary member of the Club as detailed in Rule 5.3.

Interstate Member means an interstate member of the Club as detailed in Rule 5.3.

Junior Member means a junior member of the Club as detailed in Rule 5.3.

Life Member means a life member of the Club as detailed in Rule 5.3.

Membership Fees means the annual subscriptions and entrance fees as detailed in Rule 5.13.

Non-Playing Member means a non-playing member of the Club as detailed in Rule 5.3.

Ordinary Member means an ordinary member of the Club as detailed in Rule 5.3.

Overseas Life Member means an overseas life member of the Club as detailed in Rule 5.3.

Overseas Member means an overseas member of the Club as detailed in Rule 5.3.

Real Tennis Community means the community associated with the playing of Tennis and with the Club.

Register means the Register of Members to be kept in accordance with the Act.

Rule means one of the provisions which together constitute this Constitution.

Seal means the Common Seal of the Club.

Secretary means the person for the time being performing the duties of the office of Secretary of the Club.

Special Member means a special member of the Club as detailed in Rule 5.3.

Sub-committee means a Sub-committee of the Committee, as detailed in Rule 9.12.

Temporary Member means a temporary member of the Club as detailed in Rule 5.3.

Tennis means the game or sport variously known around the world as Real Tennis, Royal Tennis, Court Tennis and Jeu de Paume.

Interpretation

- 2.2 In this Constitution unless the contrary intention appears:
- (a) the word person means a natural person unless the context requires another interpretation;
 - (b) the singular includes the plural and vice versa;
 - (c) words importing gender include both genders;
 - (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
 - (e) a reference to writing includes all modes of representing or reproducing words in a visible form;
 - (f) a reference to a rule is a reference to one of the Rules;
 - (g) a reference to a section is a reference to a section of the Act;
 - (h) a reference to legislation or to a provision of legislation, means that legislation or that provision as amended from time to time, or any statute, code or provision enacted in its place and includes regulations and other instruments under it; and
 - (i) a reference to this Constitution includes a reference to it as the same may be amended or added to from time to time and a reference to a Rule is a reference to that Rule as altered or added to from time to time.
- 2.3 Headings are inserted for convenience and do not affect the interpretation of this Constitution.
- 2.4 Powers conferred on the Committee, a Sub-committee of the Committee or on the Directors may be exercised at any time and from time to time.

Replaceable Rules not to apply

- 2.5 The provisions of the Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Club.

Entrenchment

- 2.6 A special resolution replacing or amending Rules 3, 4, 6 or this Rule 2.6 or having the effect of replacing or amending any or all of

those Rules does not have any effect unless the resolution is passed by 90% in number of Ordinary Members and approved by the Attorney General of Victoria.

3 Objects of the Company

The objects for which the Club is established are:

- (a) to establish maintain and conduct a Tennis Club for use by the members of the Club and their guests and generally to afford to them all the usual privileges advantages conveniences and benefits of a club;
- (b) to promote the games of Tennis, Squash and other athletic games and sports and to encourage social interaction between the members of the Club and their participation in activities promoted by the Club; and
- (c) to do all such other lawful things that are incidental or conducive to the attainment of any of the objects of the Club.

4 Not for Profit

- 4.1 Any income derived from the Club or its property is to be applied solely towards the promotion of the objects of the Club. No income derived is to be paid or transferred directly or indirectly by way of dividend bonus or otherwise to the members of the Club.
- 4.2 Nothing in Rule 4.1 prevents the payment in good faith of remuneration to any officer or employee of the Club or to any member of the Club or other person in return for any services actually rendered to the Club, or prevents the payment of interest at a rate not exceeding ordinary bank interest on money borrowed from any member of the Club.
- 4.3 No Committee Member may be appointed to any salaried office or any office paid by fees and no remuneration may be given to any Committee Member except repayment of out-of-pocket expenses and interest on money lent.
- 4.4 Any payment or part payment to any Secretary, Manager or other officer or servant of the Club by way of commission or allowance from or upon the receipts of the Club for liquor supplied is prohibited.

5 Membership

- 5.1 The members of the Club at any time are:
 - (a) those persons who

- (i) were admitted as a member of the Club in accordance with the constituent documents of the Club then applicable;
 - (ii) were a member at the date of adoption of this Constitution; and
 - (iii) remain for the time being a member of the Club in accordance with this Constitution; and
- (b) those persons who
- (i) have been admitted as a member of the Club in accordance with this Constitution; and
 - (ii) remain for the time being a member of the Club in accordance with this Constitution.

5.2 A person of good character who satisfies the requirements for membership and agrees to be bound by this Constitution may be admitted to membership of the Club by the Committee in conformity with this Constitution.

Membership Categories

5.3 The categories of membership of the Club and the qualifications applicable in each case are as follows:

(a) Ordinary Members:

Any person over the age of 21 years may be an Ordinary Member.

(b) Junior Members:

Any person over the age of 12 years but not over the age of 21 years on the thirty-first day of December next following their 21st birthday may be a Junior Member.

(c) Associate Members:

Subject to Rule 5.6 (g), any person who at the time of their election for membership is the spouse or de facto spouse of a member who has paid an entrance fee may be an Associate Member.

(d) Life Members:

Any member of the Club of at least three years standing may be a Life Member subject to the payment of a lump sum, the amount of which is to be determined by the Committee, and such other conditions as the Committee may in its absolute discretion determine.

(e) Interstate Members:

Any person over the age of 21 years whilst normally residing in Australia but outside the State of Victoria may be an Interstate Member.

(f) Honorary Life Members:

Any member who has rendered outstanding services to the Club may be an Honorary Life Member.

(g) Non-Playing Members:

Subject to Rule 5.6(a), any person aged 21 or above who is an Ordinary, Interstate or Country Member of the Club may become a Non-Playing Member. A person may not join the Club as a Non-Playing Member.

(h) Non-Playing Associate Member:

Any person who qualifies as an Associate Member may be a Non-Playing Associate Member.

(i) Absentee Members:

In the event of any Ordinary, Country, Junior, Associate, Non-Playing, Non-playing Associate or Interstate Member leaving Australia for a continuous period of not less than twelve months and desiring to temporarily suspend their membership in that category, that member may, on application to the Committee and with its approval on such terms and conditions as it may in its absolute discretion determine, be an Absentee member.

(j) Country Members:

Any person over the age of 21 years, whilst normally residing in Victoria outside a 100 km radius from the General Post Office of Melbourne, may be a Country Member.

(k) Temporary Members:

Any person, especially one who is interested in becoming an Ordinary Member, whom the Committee considers should have the opportunity for a limited time to use the Club's facilities as a member may be a Temporary Member for such period and on such terms and conditions as the Committee may in its absolute discretion determine.

(l) Special Members:

Any person whom the Committee considers should, by reason of special circumstances and despite the qualifications for membership elsewhere prescribed be permitted to use the Club's facilities as a member may be a

Special Member for such period and on such terms and conditions as the Committee may in its absolute discretion determine.

(m) Overseas Life Members:

Any person over the age of 14 years whilst normally residing outside Australia may be an Overseas Life Member.

(n) Overseas Members:

Any person over the age of 14 years whilst normally residing outside Australia may be an Overseas Member.

(o) Honorary Members:

Any person over the age of 18 years who in the opinion of the Committee is a member of the Real Tennis Community may be an Honorary Member for such period and on such terms and conditions as the Committee may in its absolute discretion determine.

Proposal for Membership

5.4

- (a) Subject to Rule 5.4(d) every candidate for election to membership of the Club must be proposed by a member, seconded by another and provide a character reference from a third member. The proposer, seconder and referee must each be entitled to do so under Rule 5.7 and must each have such seniority and other qualifications as may be required by the By-Laws.
- (b) Every candidate must sign a proposal for membership in a form prescribed by the Committee which must also be signed by their proposer, seconder and referee and lodged with the Club Secretary in accordance with Rule 5.5(b).
- (c) Not more than one of the proposer, seconder or referee may be a Committee Member on the date on which the application is lodged.
- (d) Rules 5.4(a), (b) and (c) do not apply to a candidate for membership as an Overseas Life Member, Temporary Member, Special Member or an Honorary Member.
- (e) A candidate for membership as an Overseas Life Member, Temporary Member or a Special Member must be proposed by a member entitled to do so under Rule 5.7 and must sign a proposal for membership in the form prescribed by the Committee which must also be signed by their proposer.

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- (f) A candidate for membership as an Honorary Member must be nominated by a member of the Committee in accordance with such procedures as the Committee may in its absolute discretion determine. A person nominated in the appropriate form shall be an Honorary Member for the period prescribed in the proposal or such other period as determined by the Committee.

Electing Members

5.5

- (a) All members of the Club shall be elected by the Committee.
- (b) The names and addresses of persons proposed for election as members of the Club shall:
 - (i) be displayed in a conspicuous place in the Club premises for at least two weeks before their election; and
 - (ii) be circulated to all voting members of the Club at least two weeks before the election of that member.
- (c) A candidate shall be elected a member if a majority of the Committee and at least 5 Committee Members vote in favour of their election. The Secretary must record the number of votes passed for and against the candidate.
- (d) Rule 5.5(b) does not apply to a change in a person's category of membership under Rule 5.6(b) nor to the election of a person as a Temporary Member.
- (e) The Committee may by unanimous decision of those present at a duly constituted meeting of the Committee elect a member as an Honorary Life Member if the proposal to elect that person as an Honorary Life Member has been proposed to the Committee not less than 2 months prior to that meeting.
- (f) A Junior Member may apply for election as an Ordinary Member to take effect from the first day of January next following their 21st birthday.

Change of Categories

5.6

- (a) A member may apply to the Committee at any time to change their category of membership to another category of membership for which they possess the appropriate qualifications and the Committee may approve such change on such terms and conditions (including being proposed in accordance with Rule 5.4, election as set out in Rule 5.5 and the payment of subscriptions or fees) and from such date as

the Committee may determine. Where a member's entrance fee is payable in instalments, a change of that member's category of membership does not affect the obligation of that member to pay that entrance fee in full in the instalments and on the dates determined by the Committee under Rule 5.13(b).

- (b) A member, other than an Overseas Life Member, Temporary Member, Special Member or Honorary Member, who no longer possesses the appropriate qualifications for their category of membership may, within three months of their loss of qualification, apply to the Committee to change their category of membership to another category of membership for which they possess the appropriate qualifications and the Committee shall approve such change on such terms and conditions (including payment of subscriptions or fees) and from such date as the Committee may determine. In the event that;
- (i) the member does not comply with the terms and conditions determined by the Committee; or
 - (ii) does not seek to transfer to another category of membership within three months of the loss of the appropriate qualification for their category of membership,

then the member shall cease to be a member at the expiration of the three months after their loss of qualification.

- (c) An Overseas Life Member, Temporary Member, Special Member or Honorary Member who no longer possesses the appropriate qualifications for their category of membership or who no longer meets the terms and conditions applied by the Committee to their membership shall cease to be a member.
- (d) A member whose membership ceases in accordance with Rule 5.6(b) or Rule 5.6(c) shall be deemed to have resigned in good standing and may be elected or re-elected a member, as the case may be, upon payment of such re-entrance fee (if any) as the Committee may in its discretion determine.
- (e) A Non-Playing Member or a Non-Playing Associate Member may not change to any other category of membership within three years of their commencement as a Non-Playing Member, whether by change of category or election, unless the Committee is of the opinion that a change is justified by special circumstances.

- (f) The Committee may extend any time limits set out in Rule 5.6.
- (g) An Associate member who ceases to be the spouse or de facto spouse of a member who has paid an entrance fee (otherwise than by reason of the death of the member who has paid an entrance fee) ceases to possess the appropriate qualifications for the category of Associate member and Rule 5.6(b) applies.

Entitlements of Members

5.7 All members are entitled to use all the facilities and to the privileges of the Club except as follows:

- (a) Associate Members, Non-Playing Associate Members, Junior Members, Honorary Members, , Overseas Life Members, Interstate Members who have not been an Ordinary Member, Overseas Members who have not been an Ordinary Member, Temporary Members and Special Members are not entitled to:
 - (i) vote at any meeting of the Club;
 - (ii) propose, second or referee any person for membership;
 - (iii) nominate any member for the Committee; or
 - (iv) stand for election as a Committee Member.
- (b) Non-Playing Members and Non-Playing Associate Members are not entitled to play on the Club tennis or squash courts, without the prior approval of the Committee.
- (c) Associate Members, Junior Members, Overseas Life Members, Interstate Members, Country Members and Special Members are not entitled to play on the Tennis or squash courts except during the time or times as the Committee may in its absolute discretion prescribe.
- (d) Absentee Members are not entitled to use any of the facilities or to the privileges of the Club without the prior approval of the Committee.

Exemptions from Subscriptions and Calls

5.8

- (a) Honorary Life Members, Overseas Life Members and Life Members are not required to pay any annual subscription.
- (b) Honorary Life Members, Overseas Life Members and Temporary Members are exempt from the payment of any Calls.

- 5.9 No person shall be allowed to become an Honorary Member or be relieved in the payment of regular subscriptions except those possessing the qualifications defined in this Constitution and subject to the conditions and regulations prescribed by this Constitution.

Payment of Membership Fees

5.10

- (a) When a candidate has been elected, the Secretary will send the candidate a request for payment of their entrance fee (if any) and first annual subscription.
- (b) The first annual subscription of a candidate shall be the proportion of a full year's subscription for the appropriate category of membership represented by the proportion of the calendar year remaining after the date of their election or as otherwise determined by the Committee to complete the financial year.
- (c) The first annual subscription of a candidate elected during the first half of the year may be paid in two instalments. The first instalment, being that part of the first annual subscription in excess of half of the full year's subscription for the appropriate category of membership, is payable before 1 July and within two calendar months after the candidate's election and the second instalment, being half of the full year's subscription for the appropriate category of membership, is payable on 1 July.
- (d) Upon payment of their entrance fee (if any) and first annual subscription or first instalment thereof in accordance with Rule 5.10(c), an elected candidate shall become a member of the Club.

- 5.11 If a candidate fails to make payment within two calendar months after election or, if paying by instalments, fails to pay the first instalment within two calendar months after election, then the candidate's election is null and void and the candidate is not entitled to become a member of the Club.

5.12

- (a) Where in any year a member has not paid the annual subscription (or if payable by instalments, the first instalment of the annual subscription) for that year by 28 February of that year:
 - (i) the Secretary must notify the member that the member will cease to be a member unless the whole of the annual subscription is paid by 31 March of that year; and

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- (ii) if the member does not pay the whole of the annual subscription by 31 March of that year, the member will cease to be a member of the Club and forfeits all rights in or claims upon, the Club other than any debt for moneys lent, goods supplied or services rendered to the Club.
 - (b) Where in any year the annual subscription is payable by instalments but a member has not paid the second instalment in full by 31 August of that year:
 - (i) the Secretary must notify the member that the member will cease to be a member unless that second instalment is paid in full by 30 September of that year; and
 - (ii) if the member does not pay that second instalment in full by 30 September, the member will cease to be a member of the Club and forfeits all rights in or claims upon, the Club other than any debt for moneys lent, goods supplied or services rendered to the Club.
 - (c) Where pursuant to Rule 5.13(b) an entrance fee may be paid by a member by instalments, but the member has not paid an instalment in full by the date for payment of that instalment determined by the Committee:
 - (i) the Secretary must notify the member that the member will cease to be a member unless that instalment is paid in full within 30 days of the notice; and
 - (ii) if the member does not pay that instalment in full within 30 days of that notice, the member will cease to be a member of the Club and forfeit all rights in or claims upon the Club other than any debt for money's lent, goods supplied, or services rendered to the Club; and
 - (iii) the full amount of the entrance fee of that member not then paid shall be immediately due and payable.
 - (d) The Committee may re-elect a person who ceased to be a member pursuant to this rule in the manner provided in this Constitution upon payment of moneys owing including any unpaid subscription owing at the time the person ceased to be a member and upon payment of such entrance fee (if any) as the Committee may in its discretion determine.

Membership Fees

(a) Subject to Rule 5.13(e) the entrance fees and annual subscriptions payable in respect of membership may not exceed:

(i) Entrance fee - \$1,500

(ii) Annual Subscription - \$1,000

(in each case not including GST and subject to change in accordance with changes in the CPI on and after 1 January 2001).

(b) Subject to Rule 5.13(a) the Committee may from time to time determine the entrance fee and annual subscription payable in respect of any category and, in relation to those categories where the Committee is empowered to admit persons to membership in that category on terms and conditions, may determine the entrance fee and annual subscription payable by each person in that category. Subject to Rule 5.13(a) the Committee may from time to time determine that the entrance fee payable by a person who is over the age of 21 years but not over the age of 30 years on the 31st day of December next following their 30th birthday may be paid by instalments in the amounts and on the dates determined by the Committee, provided that the entrance fee must be paid in full by no later than 31 December in the year that member has their 30th birthday. If a member paying their entrance fee by instalments resigns or otherwise ceases to be a member the amount of their entrance fee not then paid shall be immediately due and payable.

(c) All annual subscriptions shall become due on 1 January in every year and, subject to Rule 5.13(d) shall be payable in advance on 1 January in full.

(d) Where the Committee so determines in relation to a year, annual subscriptions may be paid by two equal instalments on 1 January and 1 July provided the first instalment is paid by 1 January. The annual subscription of a member who does not pay the full amount of the first instalment by 28 February shall be treated as payable in advance on that date in full.

(e) The members in general meeting may alter the maximum amount of entrance fees and annual subscriptions.

(f) The Committee may determine from time to time to make a Call on members or such categories of members as the Committee may determine. The amount, date and method of payment of any Call may be determined by the Committee in its discretion, subject to Rule 5.13(g).

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- (g) Any Call, in excess of one year's annual subscription for any category of member other than an Absentee Member or Special Member, must be approved by members in general meeting.
 - (h) Where the Committee is satisfied that special personal circumstances warrant it doing so, the Committee may waive all or part of the Membership Fees or any Call payable by any member.

Resignation of Membership

5.14

- (a) A member wishing to resign their membership must give notice in writing of their intention to do so addressed to the Secretary and deposited at the registered office of the Club before 31 December in any year.
- (b) A member who fails to provide notice of resignation before 31 December, is liable to pay the appropriate subscription fee for the next year.
- (c) A member who has resigned in good standing may be re-elected a member upon payment of such entrance fee (if any) as the Committee may in its discretion determine.

Suspension and Expulsion of Members

5.15

- (a) If a member of any category wilfully refuses or neglects to comply with the provisions of the Constitution or by-laws of the Club or is guilty of any conduct unworthy of a member, the Committee has power by resolution to censure, fine, suspend or expel the member.
- (b) The Committee may only exercise the power under Rule 5.15(a) if at least one week before the meeting of the Committee at which the resolution is passed the member has had notice of the meeting and of what is alleged against them and of the intended resolution and that they have had at that meeting and before the passing of the resolution the opportunity of giving orally or in writing any explanation or defence they may think fit.

5.16

- (a) If a member is adjudged bankrupt or has made any composition or arrangements with their creditors or, if engaged in any profession is on account of misconduct prohibited by the governing body of that profession from continuing to practise under its regulations, their membership will be suspended.
- (b) A member suspended under Rule 5.16(a) may, within three months, appear before the Committee stating the cause of such adjudication in bankruptcy or the cause of any composition or arrangement or prohibition and if the Committee, in its absolute discretion, is satisfied that the member should be permitted to remain a member of the Club it may lift suspension, otherwise, it must expel the member.

5.17 The expulsion of any member pursuant to Rule 5.15 or 5.16 is effective from the receipt by the member of the notice from the Committee of its determination to expel them and the member forfeits all rights in and any claim upon the Club or its assets arising out of their membership, other than any debt for moneys lent, goods supplied or services rendered by them to the Club.

5.18 The Secretary must keep on the Club premises a register of members recording in full, the names and addresses of all members and the date of the latest payment by each member of their subscription.

5.19 There shall not at any time be more than 600 Ordinary Members or 1,200 members in total or such greater numbers as the members may determine by Ordinary Resolution in General Meeting in accordance with the recommendation of the Committee.

Members' Guests

5.20

- (a) Any member may introduce persons as visitors to the Club subject to the provisions of this Rule and such further restrictions as may be determined by the Committee.
- (b) The name of any visitor must be entered in a visitors' book to be provided for that purpose. The member introducing the visitor must make the entry and must enter the name and address of each visitor and sign their own name opposite the name and address of the visitor.
- (c) The same person may not be admitted as a visitor to the Club on more than six occasions in any one calendar year. This restriction does not apply to the immediate family of a member.

- (d) A visitor must not be supplied with liquor in the Club premises unless in the company of a member.

Rights of Members

- 5.21 The rights of a member are personal and are not transferable and cease upon their death.

6 Liability of Members

- 6.1 The liability of the members is limited.
- 6.2 If any member of the Club pays or receives any dividend bonus or other profit in contravention of Rule 6.1, the liability of any member who has concurred in or authorised such payment shall be unlimited and the liability of every member of the Club who has received such dividend bonus or other profit is unlimited.

Winding Up

- 6.3 Every member of the Club undertakes to contribute to the assets of the Club in the event that the Club is wound up during the time they are a member or if the Club is wound up within one year from the date which the member ceases their membership. Every member is liable for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a member and of the costs charges and expenses of winding up the Club and for the adjustment of the rates of the contributories amongst themselves such amount as may be required not exceeding \$20 or in case of their liability becoming unlimited such other amount as may be required under Rule 6.2.
- 6.4 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever it must not be paid to or distributed among the members of the Club, but must be given or transferred to some other institution or institutions having objects similar to the objects of the Club and which must 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 on the Club under or by virtue of Rule 6.3, such institution or institutions to be determined by the members of the Club at or before the time of dissolution or in default thereof by a Judge of the Supreme Court as may have or acquire jurisdiction in the matter.

7 General Meetings

Holding meetings

- 7.1 Annual General Meetings will be held in accordance with the provisions of the Act at such hour and place as the Committee may determine. All other meetings shall be called extraordinary general meetings.

- 7.2 The Committee may at its discretion convene an extraordinary general meeting of the Club or whenever required by requisition under the Act.

Notice of meeting

- 7.3
- (a) Twenty one days notice of any general meeting (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which the notice is given) specifying the place day and hour of meeting and in case of special business the general nature of such business must be given by notice sent by post or otherwise served in accordance with this Constitution.
 - (b) The non-receipt of notice by, or the accidental omission to give notice to any member shall not invalidate any resolution passed at any meeting.

Quorum

- 7.4 No business will be transacted at any general meeting or any election made unless a quorum is present.
- (i) Except where expressly provided by this Constitution twenty members entitled to vote at a general meeting (not less than 15 in person, the remainder in person or by proxy or attorney) shall form a quorum.
 - (ii) If within thirty minutes from the time appointed for the meeting a quorum is not present the meeting if convened upon a requisition shall be dissolved.
 - (iii) In any other case the meeting shall stand adjourned to the same day in the next week at the same time and place and if at that adjourned meeting a quorum is not present those members present (being not less than three) and entitled to vote shall form a quorum.

Chairman

- 7.5 The President of the Club is entitled to take the chair at every general meeting or if there is no President or if at any meeting he is not present at the time appointed for holding or being present is unwilling to act as Chairman of the meeting, the Committee members present may choose one of their number to take the chair or if no Committee Member is present or if all the Committee members present are unwilling to take the chair, then the members present may choose one of their number to be Chairman.

Business

- 7.6 The business of an annual general meeting is all or any of the following:

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- (a) To receive and consider the balance sheet and profit and loss account the reports of the Committee and of the Auditors;
 - (b) To elect Committee Members;
 - (c) To transact any other business which under this Constitution ought to be transacted at any annual general meeting and any business which is brought under consideration by the reports of the Committee issued with the notice convening the meeting.

All other business transacted at an annual general meeting and all business transacted at any other general meeting shall be deemed special.

Voting

7.7

- (a) At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands of the members present and entitled to vote unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
 - (i) The Chairman; or
 - (ii) At least five members present and entitled to vote in person or by proxy.

Unless a poll is demanded, a declaration by the Chairman that a resolution has, on a show of hands of members present and entitled to vote, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Club is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

- (b) If a poll is demanded in the manner under 7.7(a) it must be taken either at once or after an interval or adjournment of not more than seven days, as the Chairman directs. The result of a poll shall be deemed to be the resolution of the Club in the general meeting.
- (c) The demand for a poll must not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Adjournments

7.8

The Chairman of a general meeting may, with the consent of the meeting, adjourn the meeting from time to time and place to place.

- 7.9 No business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.
- 7.10 The Chairman shall not have a casting vote at any meeting of the members.

8 Votes of Members

- 8.1 Every member entitled to vote and present in person has on a show of hands one vote. Upon a poll every member entitled to vote and present in person or by proxy or attorney shall have one vote.
- 8.2 Votes may be given either personally or by proxy or by attorney.
- 8.3 The instrument appointing a proxy must be in writing under the hand of the appointor or of his attorney duly authorised in writing. The instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll. A member is entitled to instruct his proxy in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he or she thinks fit. No person shall be appointed a proxy who is not a member of the Club.
- 8.4 Every instrument of proxy for a specified meeting shall be in the following form or in any other form which the Committee may approve:

“THE ROYAL MELBOURNE TENNIS CLUB

I, _____ of

being a member of **THE ROYAL MELBOURNE TENNIS CLUB** hereby appoint

of

or failing him

of

as my proxy to vote for me and on my behalf at the General Meeting of the Club to be held on the _____ day of _____ and at any adjournment thereof.

Signed this _____ day of _____ .

This form is to be used *in favour of/against the resolution proposed as business.

Unless otherwise instructed, the proxy may vote as he thinks fit.

*Strike out whichever is not desired.

If there is more than one item of business a separate instruction may be given in respect of each item.”

- 8.5 The power of attorney and (if any) the instrument appointing a substitute or an attested copy of that power and instrument (if any) or the instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or an attested copy of that power or authority shall be deposited at the Club office or such other place as is specified for that purpose in the notice convening the meeting not less than twenty-four hours before the time for holding the meeting at which the person named in the power of attorney or instrument proposes to vote and in default the power of attorney or instrument shall not be treated as valid.
- 8.6 No member is entitled to be present or to vote either personally or by proxy or attorney or as proxy or attorney for another member at any general meeting or upon a poll or be reckoned in a quorum whilst under suspension in accordance with this Constitution.
- 8.7 No member is prevented from voting at any general meeting because of a personal interest in the result of such voting.

9 Committee

- 9.1 The control and management of the affairs of the Club is vested in a Committee which, save as may be determined by resolution at a General Meeting, must consist of the number of members from time to time determined by the Committee but not in any event more than 15 or less than 8 members.
- 9.2
- (a) Any vacancy occurring or existing among the Committee Members may be filled by:
- (i) Committee resolving to appoint an Eligible Member by at least a two-thirds majority of all Committee Members voting in favour at a Committee Meeting; or
- (ii) electing at a General Meeting an Eligible Member. If there are more candidates than vacancies at any General Meeting the vacancies will be filled by ballot conducted in the manner determined by the Committee.
- (b) The Committee Member so appointed or elected shall hold office until the next Annual General Meeting when he or she must retire but is eligible for re-election.

- (c) At each Annual General Meeting one-third of the Committee Members remaining after the retirement of any member filling a vacancy pursuant to Rule 9.2(b) (or if their number is not a multiple of 3 then the number nearest to but not less than one-third) must retire from office.
- (d) Unless re-elected, a retiring Committee Member will retain office until the termination of the Annual General Meeting at which they must retire.
- (e) Unless it is resolved by an ordinary resolution at a general meeting that the number of Committee Members be reduced, the members at an Annual General Meeting may elect an Eligible Member to the Committee for a term of not less than 12 months to fill any place vacated by a Committee Member retiring at the meeting.
- (f) Except for any Committee Member retiring pursuant to Rule 9.2(b) of this section, the Committee Members to retire will be those who have been in office for the greatest length of time. If 2 or more Committee Members have been in office for an equal length of time the one to retire will in default of agreement between them be determined by a vote of the Committee Members. The length of time a Committee Member has been in office is computed from the date of his last election.
- (g) The Secretary may, with their consent in writing, re-nominate all or any of the retiring Committee Members. Any other Eligible Member may be nominated by two other members eligible to nominate a member for the Committee, by notice in writing to that effect signed by them and lodged with the Secretary not less than 30 days before the day of holding the meeting at which the election is to take place.

9.3 The continuing Committee Members may act notwithstanding any vacancy in their body but if and for so long as their number is less than the minimum number fixed in accordance with this Constitution the continuing Committee Members may act for the purpose of increasing the number of Committee Members to that minimum number or of calling a General Meeting of the Club but for no other purpose.

Resignation

9.4

- (a) A Committee Member may at any time give 30 days notice in writing to the Club of his desire to resign from the Committee and at the expiration of that notice his office shall be vacated.
- (b) The office of a Committee Member will be vacated if they:

- (i) cease to be a Committee Member by virtue of the Act;
- (ii) become bankrupt or make any arrangement or composition with their creditors generally;
- (iii) die or become of unsound mind or a patient or an infirm person under the Public Trustee Act 1958;
- (iv) cease to be a member of the Club;
- (v) accept any office of profit under the Club;
- (vi) are convicted of any treason, felony or misdemeanour;
- (vii) are removed from office by ordinary resolution at a General Meeting of the Club; or
- (viii) are absent from all meetings of the Committee during a period of three months without leave of absence from the Committee.

Committee Meetings

9.5

- (a) The Committee must meet together periodically for the dispatch of business and may regulate its meetings and proceedings as it thinks fit;
- (b) The Committee may determine the quorum necessary for the transaction of business.
- (c) Until otherwise determined, five Committee Members is a quorum.

9.6 At the first Committee meeting after each Annual General Meeting the Committee Members must elect one of their number as the President of the Club, and may appoint such other officers as they think fit.

9.7 The Committee must cause minutes to be duly entered in books provided for the purpose:

- (a) of all appointments;
- (b) of the names of the Committee Members present at each meeting of the Committee and of any Sub-committee;
- (c) of all orders made by the Committee and Sub-committee; and
- (d) of all resolutions and proceedings of general meetings and of meetings of the Committee and Sub-committees,

and any such minutes of any meeting of the Committee or of any Sub-committee or of the Club if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting will be receivable as prima facie evidence of the matters stated in such minutes.

- 9.8 A Committee Member may, at any time, and the Secretary upon the request of a Committee Member must convene a meeting of the Committee. Questions arising at any meeting will be decided by a majority of votes and in the case of an equality of votes, the Chairman has a second or casting vote.
- 9.9 All acts done at any meeting of the Committee or of a Sub-committee or by any person acting as a Committee Member will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such Committee Member or persons acting as aforesaid or that they were disqualified, be as valid as if every person had been duly appointed and was qualified to be a Committee Member.
- 9.10 A Committee Member must not vote at any meeting of the Committee in respect of any contract or proposed contract with the Club in which they have a vested interest or any matter arising there from and if they do vote their vote will not be counted.

Powers and duties of the Committee

9.11

- (a) The management of the business of the Club is vested in the Committee which may exercise all such powers and do all acts and things as the Club is by this Constitution or otherwise authorised to exercise or do and which are not by this Constitution or by statute directed or required to be exercised or done by the Club in general meeting but subject nevertheless to the provisions of the Act and of this Constitution and to any regulations not being inconsistent with this Constitution from time to time made by the Club in general meeting provided that no such regulation shall invalidate any prior act of the Committee which would have been valid if such regulation had not been made.
- (b) Without prejudice to the generality of the foregoing and the other powers conferred by this Constitution the Committee has the power:
- (i) to purchase or otherwise acquire for the Club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as it thinks fit;
- (ii) at its discretion to pay for any property rights or privileges acquired by or services rendered to the Club either wholly or partially in cash or in bonds

debentures or other securities of the Club and any such bonds debentures or other securities may be either specifically charged upon all or any part of the property of the Club;

- (iii) to secure the fulfilment of any contracts or engagements entered into by the Club by mortgage or charge of all or any of the property of the Club or in such other manner as it thinks fit;
- (iv) to appoint and at its discretion remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent temporary or special services as it may from time to time think fit and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as it thinks fit;
- (v) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club, and also to compound and allow time for payment or satisfaction of any debts due and any claims or demands by or against the Club;
- (vi) to refer any claims or demands by or against the Club to arbitration and observe and perform the awards;
- (vii) to make and give receipts releases and other charges for money payable to the Club and for the claims and demands of the Club;
- (viii) to determine who shall be entitled to sign on the Club's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents;
- (ix) to invest and deal with any of the moneys of the Club not immediately required for the purpose thereof upon such securities and in such manner as it may think fit and from time to time to vary or realise such investments;
- (x) to exercise in the name and on behalf of the Club in favour of any Committee Member or other person who may incur or be about to incur any personal liability for the benefit of the Club such mortgages of the Club's property (present and future) as it thinks fit and any such mortgage may contain a power of sale and such other powers covenants and provisions as shall be agreed on;

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- (xi) to enter into negotiations and contracts and rescind and vary all contracts and execute and do acts deeds and things in the name and on behalf of the Club as it may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Club; and
 - (xii) subject to Rule 5.13(f), to make Calls.
- (c) The exercise of the following powers or doing of the following acts and things require the prior approval of the Club in general meeting **by** special resolution:
- (i) any amalgamation or merger of RMTC with another entity;
 - (ii) any sale, purchase, transfer, declaration of trust or other disposition or acquisition of real estate;
 - (iii) giving of security over real property of the Club;
 - (iv) capital expenditure in excess of (or any project where separate items of capital expenditure collectively are in excess of) \$500,000 (adjusted by CPI with base date 30 June 2018).
- (d) The Committee has power to make, alter and repeal all such by-laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Club provided the by-laws are not inconsistent with or repeal anything in this Constitution. In particular, but not exclusively, the Committee may by such by-laws regulate:
- (i) the terms and conditions upon which visitors and children of members are permitted to use the premises and property of the Club;
 - (ii) the times of opening and closing the club-house and premises of the Club or any part thereof;
 - (iii) the rules to be observed and prizes or stakes to be played for by members of the Club playing any games on the premises of the Club;
 - (iv) the prohibition of particular games on the premises of the Club entirely or at any particular time or times;
 - (v) the conduct of members of the Club in relation to one another, and to the Club's employees;

- (vi) the setting aside of the whole or any part or parts of the Club's premises for any class or classes of members at any particular time or times or for any particular purpose or purposes;
 - (vii) the imposition of fines for the breach of any by-law or this Constitution;
 - (viii) the procedure at general meetings and meetings of the Committee;
 - (ix) the seniority or other qualifications required to be held by a proposer, seconder or referee for the purposes of Rule 5.4(a); and
 - (x) generally, all such matters as are commonly the subject matter of Club rules.
- (e) The Committee must adopt such means as it deems sufficient to bring to the notice of members of the Club all such by-laws, alterations and repeals. All such by-laws so long as they are in force will be binding upon all members of the Club.

9.12 The Committee may from time to time delegate any of its powers to a Sub-committee or Sub-committees consisting of one or more members of the Club (and not necessarily a Committee person or Committee persons) as it shall think fit and may recall or revoke any such delegation or appointment. Any Sub-committee must in the exercise of the powers so delegated conform to any regulations that may be prescribed by the Committee.

9.13 The Committee must cause correct accounts and books to be kept showing the financial affairs of the Club and the particulars usually shown in books of account of a like nature including but not limited to details of the sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place and of the assets credits and liabilities of the Club.

Duties of the Committee

9.14

- (a) The Committee must have the Accounts of the Club audited and the correctness of the Balance Sheet and Profit and Loss Account ascertained once every financial year.
- (b) Auditors shall be appointed and their duties regulated in accordance with the Act.

9.15 Every profit and loss account and balance-sheet must be accompanied by a report of the Committee as to the state and condition of the Club and the profit and loss account report and

balance-sheet must be signed by two Committee Members in accordance with the Act.

- 9.16 At the Annual General Meeting the Committee must provide a profit and loss account and a balance-sheet containing a summary of the property and liabilities of the Club made up to a date not more than five months before the meeting, from the date up to which the last preceding profit and loss account and balance-sheet were made up but the Committee shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Club than it may deem expedient.
- 9.17 The Committee shall distribute copies of every profit and loss statement and balance-sheet accompanied by a copy of the Auditor's report, and any other document required by the Act to all voting members before any Annual General Meeting.

Indemnity

- 9.18 Every person who is or has been a Committee Member or Secretary of the Club, or a person who (regardless of their title) is concerned in, or takes part in, the management of the Club, is entitled to be indemnified by the Club against:
- (a) every liability incurred by the person in that capacity (except a liability for legal costs);
 - (b) 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,

except to the extent that the Club is forbidden by statute to indemnify the person against the liability or legal costs; or an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

Insurance

- 9.19 The Club 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 Committee Member or Secretary of the Club or person described in Rule 9.18 against liability incurred by the person in that capacity, including a liability for legal costs, unless:
- (a) the Club is forbidden by statute to pay or agree to pay the premium; or
 - (b) the contract would, if the Club paid the premium, be made void by statute.

10 Notices

- 10.1 A notice may be given by the Club to any member:
- (a) personally; or
 - (b) by sending it by post to a member's registered address or such alternative address (if any) nominated by the member; or
 - (c) by sending it by email to the email address then known to the Club as that member's email address.
- 10.2 Where a notice is sent by post or email, service of the notice will be deemed to be effected on the business day following the date of posting or sending the email.
- 10.3 Notice of every general meeting must be given to:
- (a) every voting member; and
 - (b) the Auditors for the time being of the Club.
- 10.4 A notice of general meeting given by email may give the member notice by notifying the member:
- (a) that the notice of meeting is available; and
 - (b) how the member may access the notice of meeting (which may be by electronic means).

11 Common Seal

- 11.1 The Committee may provide a Common Seal for the Club and, if so, must provide for the safe custody thereof.
- 11.2 The Seal must never be used except by the authority of the Committee or a Sub-committee previously given and in the presence of two Committee Members who shall sign every document to which the Seal is affixed and every document so signed must be countersigned by the Secretary or some other person appointed by the Committee for that purpose.