



**RSL & SERVICES
CLUBS ASSOC.
QUEENSLAND
INC.**

Constitution

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TABLE OF CONTENTS

1.	NAME	1
2.	DEFINITIONS AND INTERPRETATIONS.....	1
3.	OBJECTS & POWERS	2
4.	CLASSES OF MEMBERSHIP	4
5.	REPRESENTATION AND VOTING RIGHTS	4
6.	MEMBERSHIP	4
7.	MEMBERSHIP FEES	5
8.	CESSATION OF MEMBERSHIP	5
9.	APPEALS	6
10.	REGISTER OF MEMBERS.....	6
11.	MEMBERSHIP OF THE BOARD.....	6
12.	REMOVAL OF BOARD MEMBERS	7
13.	RESIGNATION FROM THE BOARD	8
14.	VACANCIES ON BOARD.....	8
15.	FUNCTIONS OF THE BOARD	8
16.	MEETINGS OF THE BOARD	8
17.	FORMATION OF COMMITTEES.....	9
18.	VALIDITY OF NON BOARD ACTIONS	10
19.	RESOLUTION OF THE BOARD	10
20.	ANNUAL GENERAL MEETING.....	10
21.	GENERAL MEETING.....	10
22.	QUORUM.....	10
23.	CONDUCT OF GENERAL MEETING	11
24.	PROXIES.....	12
25.	BY LAWS	12
26.	ALTERATION OF THIS CONSTITUTION.....	12

27.	FUNDS AND ACCOUNTS	12
28.	DOCUMENTS	13
29.	FINANCIAL YEAR	13
30.	INDEMNITY	14
31.	COMMON SEAL	14
32.	DISTRIBUTION OF SURPLUS ASSETS	14

CONSTITUTION

RSL AND SERVICES CLUBS ASSOCIATION QUEENSLAND INC.

1. NAME

The Association is to be known as 'RSL and Services Clubs Association Queensland Inc.'

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In this Constitution unless it is inconsistent with the subject or context in which it is used:

'**Act**' means the Associations Incorporation Act;

'**Annual general meeting**' means the general meeting to be held each year as required by this Constitution;

'**Association**' means RSL and Services Clubs Association Queensland Inc;

'**Authorized Delegate**' means the individual person nominated by the Member under clause 5.3, and if there is no current nomination, then the President or Chairman (however called) of the Member;

'**Board**' means the Members of the Board for the time being constituted as the management committee as provided for in this Constitution;

'**By-Laws**' means the By-Laws of the Association for the time being in force;

'**Charge**' includes a lien or mortgage;

'**Company**' includes a body corporate;

'**Divisions**' means the Divisions of Ordinary Membership set out in clause 4;

'**Executive**' means the Chairman, Vice Chairman, Secretary and Treasurer;

'**Executive Officer**' means in relation to a Licensed Club, the secretary or chief executive officer (however called) of the Licensed Club who is to fulfil the duties of a secretary under the Act;

'**Financial Member**' means a Member who is not then indebted to the Association for any reason and 'financial' has a corresponding meaning;

'**Licensed Club**' means an Organization which is incorporated (either under the Corporations Act or the Act) and holds a licence under the Liquor Act which is currently known as a club licence and whose objects and purposes are, in the reasonable opinion of the Board, consistent with those of the RSL Qld;

'**Member**' means an Organization which has been accepted as such by the Board in accordance with this Constitution and whose membership has not been terminated;

'**Organization**' includes any association, club or organization however called whether incorporated or not, which operates in Queensland including those that are known as services or ex-services clubs, licensed clubs, memorial clubs and sub branches of RSL Qld;

'**RSL Qld**' means the Returned & Services League of Australia (Queensland Branch) or its successor;

'Secretary' means the person appointed by the Board to fulfil the duties and functions of the Secretary under this Constitution;

'Special Resolution' has the meaning set out in the Act.

2.2 Interpretation

In this Constitution, unless the context otherwise requires:

- (a) Words importing the singular number include the plural number and vice versa.
- (b) Words importing a gender include the other genders.
- (c) 'Person' includes a body corporate, firm or organization.

3. OBJECTS & POWERS

3.1 Objects

The objects for which the Association is established are:

- (a) to foster and protect the interests of Licensed Clubs and generally to promote their well being;
- (b) to act generally in the interests of Licensed Clubs;
- (c) to promote and act generally in the interest of and support the aims of Licensed Clubs where such clubs seek and are admitted to membership of the Association;
- (d) to support and promote the ideals of the ANZAC spirit and heritage in conjunction with any Organization deemed appropriate;
- (e) to communicate with or make representation whether by way of petition or otherwise to Government and any other bodies to put forward the views of Members on any matters which may affect their well being or be to their common advantage;
- (f) where considered appropriate, to act in conjunction with or in support of action taken by other Organizations in the interest of Licensed Clubs generally;
- (g) to affiliate with any Organization as may be considered appropriate;
- (h) to raise funds by sponsorship, grant, donation or other method approved by the Board, in addition to membership fees, for the operation of the Association;
- (i) to do all such things as are incidental or conducive to the attainment of the above objects or any of them.

3.2 Powers

The Association has, in the exercise of its affairs, all the powers of an individual. The Association's powers include:

- (a) to purchase, hire, lease or otherwise acquire for the purposes of the Association any real or personal property and any rights and privileges which the Association may think necessary or convenient for the carrying out of its objects or any of them;
- (b) to give, sell, mortgage, exchange, hire, lease or otherwise dispose of the property of the Association or any part of it.;
- (c) to invest and deal with money of the Association not immediately required for the purposes thereof upon such securities and in such manner as may be deemed fit and to vary and realise such investments;
- (d) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;

- (e) to borrow money either alone or jointly with any other person and whether upon fluctuating advance account or overdraft or otherwise, give debentures, liens, mortgages, charges or other security over the whole or any part of the property real or personal of the Association;
- (f) to receive any gift of property or money whether subject to any special trust or not;
- (g) to make donations for patriotic, charitable or community purposes;
- (h) to erect, maintain, improve or alter a building or other premises for the purposes of the Association and to improve, manage, develop or otherwise deal with all or any part of the property and rights of the Association;
- (i) to establish, support or aid in the establishment and support of funds, trusts and conveniences calculated to benefit the Members or the members of the Members;
- (j) to make payments towards insurance;
- (k) to subscribe or guarantee money for charitable or benevolent objects or for any exhibitions or for any public general or useful object;
- (l) to enter into any arrangements with Government or any person that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association;
- (m) to obtain from Government or any person any rights, privileges and concessions which the Association may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (n) to appoint, employ, remove or suspend an employee, contractor or other person as may be necessary or convenient;
- (o) to remunerate any person for services rendered, or to be rendered and whether by way of brokerage or otherwise;
- (p) to construct, improve, maintain, develop, work, manage, carry out, alter or control any property, works or projects to advance directly or indirectly the Association's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (q) to take, or otherwise acquire, and hold shares, debentures or other securities of any company;
- (r) to lend and advance money or give credit to any person; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person;
- (s) to take or hold a charge, to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Association's property sold by the Association, or any money due to the Association;
- (t) to take such steps by personal or written appeals, public meetings or otherwise for the purpose of procuring contribution to the funds of the Association;
- (u) to print/or and publish in any manner any newspapers, periodicals, books, newsletters or leaflets in any manner (written, electronic or otherwise) that the Association may think desirable for the promotion of its objects;
- (v) to affiliate or amalgamate with an Organization having objects altogether or in part similar to those of the Association and which will prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under clause 27.11;

- (w) to transfer all or any part of the property, assets, liabilities and engagements of the Association to an Organization with which the Association might amalgamate;
- (x) to carry on all such activities as may be necessary or convenient for the purposes of the Association or any of them; and
- (y) to do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

4. CLASSES OF MEMBERSHIP

4.1 The membership of the Association will consist of the following classes of Members:-

- (a) level One (Organizations with gaming machines); and
- (b) level Two (Organizations with a Liquor Licence Only, no gaming machines).

There is no limit on the number of Members in each class.

4.2 Level One Members

Any Licensed Club who operates gaming machines is eligible to apply for admission as a Level One Member.

4.3 Level Two Members

Any Licensed Club who does not operate gaming machines is eligible to apply for admission as a Level Two Member

5. REPRESENTATION AND VOTING RIGHTS

5.1 Level One Members will be entitled to nominate one (1) Authorized Delegate entitled to attend and vote at any general meeting of the Association.

5.2 Level Two Members will be entitled to nominate one (1) Authorized Delegate entitled to attend and vote at any general meeting of the Association, but not to vote on the election of a person to an Executive position. A Level Two Member may not nominate a person for an Executive position.

5.3 The Authorized Delegate must be an individual person who is:

- (a) a member of the Member or the Executive Officer of the Member; and
- (b) nominated by the Member,

(where the Member is a Financial Member) and the nomination must be lodged in writing with the Association in such form as the Board requires.

5.4 The Association's receipt of a form of nomination (under clause 5.3) will automatically terminate the authority of an earlier nominee for that Member.

6. MEMBERSHIP

6.1 A Licensed Club seeking membership of the Association ('Applicant') will lodge an application in writing in such form as the Board requires.

6.2 The application for membership may be accompanied by the amount of any entrance fee and subscriptions, as determined by the Board.

6.3 Each application will be reviewed and scrutinized to ensure that the Applicant satisfies the criteria for that level of membership.

- 6.4 The Board may accept, reject or defer the consideration of an application without assigning any reason for that decision. Rejected Applicants shall be refunded any entrance fee or subscription lodged with the application.
- 6.5 Where an application for membership of the Association is rejected, the Applicant may appeal to the next general meeting of the Association for the purpose of reviewing the Board's decision provided that written notice of the Applicant's appeal is received by the Secretary within 30 days of the notification to the Applicant of the Board's decision. If the written notice of appeal is received within 45 days before the date set for the next general meeting, that appeal will be put over to the following general meeting of the Association.

7. MEMBERSHIP FEES

- 7.1 The membership and renewal fees will be determined by the Board and will be payable at the time and in the manner as the Board determines.
- 7.2 Unless the Board otherwise determines, membership renewal fees will be payable from the date of anniversary of date of acceptance of membership.

8. CESSATION OF MEMBERSHIP

- 8.1 A Member may resign from membership of the Association at any time by giving written notice to the Secretary, effective when the notice is received by the Secretary unless a later date is specified in the notice in which case it will take effect on that later date.

8.2 If a Member:-

- (a) incurs any debt or otherwise owes money to the Association and fails to discharge such debt for a period of 2 months or more after a request in writing;
- (b) in the opinion of the Board, is guilty of conduct deemed to be unbecoming of a member or prejudicial to the interests of the Association;
- (c) in the opinion of the Board, conducts itself in a manner which is contrary to the interests of the Association or to the Members as a whole;
- (d) in the opinion of the Board, conducts itself in a manner which is inconsistent with the objects of the Association;
- (e) in the opinion of the Board, becomes ineligible to be admitted to membership in the class of membership in which the Member has been accepted; or
- (f) otherwise fails to comply with any provision of this Constitution,

the Board may suspend or terminate their membership in accordance with this Constitution.

- 8.3 The Board must provide written notice to the Licensed Club whose membership has been suspended or terminated within 7 days of the date of suspension or termination.
- 8.4 The Board may determine that a Licensed Club is not to be readmitted to membership for a period of time specified in the Board's decision.
- 8.5 A Licensed Club that ceases to be a Member will have no rights whatsoever to claim upon the Association or its property or funds or on any of the Board Members.
- 8.6 If, in the opinion of the Board, an Authorized Delegate:
- (a) is guilty of conduct deemed to be unbecoming of a representative of a member or prejudicial to the interests of the Association; or
 - (b) conducts himself or herself in a manner which is contrary to the interests of the Association,

then the Board may suspend their right to attend or participate in any activity for the Association (including a general meeting) and the Board will, within 7 days of that decision, give written notice of the suspension to the relevant Member.

9. APPEALS

- 9.1 A Member whose membership is suspended or terminated may, by written notice to the Secretary given under this clause, appeal to a general meeting for the purpose of determining that appeal if the appeal is lodged within 30 days of the date shown on the suspension/termination notification from the Association.
- 9.2 The Secretary will convene a general meeting to be held within three months of the date of the receipt by the Secretary of the notice of the appeal.
- 9.3 To avoid doubt, a general meeting may resolve to admit, suspend or terminate the membership of the appellants on such terms and conditions as the general meeting thinks fit.

10. REGISTER OF MEMBERS

The Board will cause a Register to be kept which will record the names and address of each Member of the Association and their date of admission.

11. MEMBERSHIP OF THE BOARD

- 11.1 The Board will consist of:-
- (a) the Chairman, Vice Chairman and the Treasurer;
 - (b) the Secretary or if no person is employed as the Secretary, an Honorary Secretary appointed by the Executive, and
 - (c) at least one but not more than four other Members.
- 11.2 The immediate past Chairman if not still a Board Member will automatically be an ex-officio member of the Board for a period of 12 months after assuming that position but will have no voting rights on the Board.
- 11.3 A Board Member who is absent from 3 consecutive Board meetings without apology to the Secretary will be deemed to have rendered himself liable to be disqualified from the Board and may be removed from the Board by a majority decision of the other Board Members.
- 11.4 At each Annual general meeting, all Board Members (other than the Secretary) will retire from office, but will be eligible upon nomination for re-election.
- 11.5 The election of Board Members (other than the Secretary) will take place in the following manner:-
- (a) a nomination must be in writing and signed by the candidate and the proposer and lodged with the Secretary at least 30 days before the general meeting at which the election is to take place;
 - (b) a list of the candidates' names in alphabetical order and the office for which each is nominated together with the names of the Members nominating the candidates will be forwarded to each Financial Member at least 21 days immediately preceding the date set for the holding of the general meeting;
 - (c) should, at the commencement of the general meeting, there be an insufficient number of candidates nominated, nominations will be taken from the floor of the meeting;

- (d) a candidate for a position on the Board must be present at the general meeting when the election upon his/her nomination is conducted, unless the general meeting otherwise approves; and
 - (e) should all positions on the Board not be filled at the general meeting, any vacancies may be considered as casual and filled by appointment by the Board Members.
- 11.6 An employee, other than the Secretary, must not be a Board Member.
- 11.7 A Board Member must not either:
- (a) directly; or
 - (b) indirectly,
- be involved with (such as by being a director of, shareholder in a company or an employee or agent of or consultant to a company or a partner in, employee or agent of or consultant to a firm or company or a beneficiary of a trust or whose spouse or child holds any such position or owns any such interest - in this Constitution referred to simply as 'being involved with') any person who:
- (i) supplies goods or services to the Association; or
 - (ii) otherwise has a business arrangement or relationship with the Association.
- 11.8 A person (and in particular a candidate for a Board position) who, if they were a Board Member, would contravene Clause 11.7, is not eligible for election (or re-election) to the Board.
- 11.9 A Board Member who contravenes Clause 11.7 must immediately resign from the Board and, if not, without limiting Clause 12.1(e), may be removed as a Board Member by the other Board Members.
- 11.10 A person who contravenes Clauses 11.7, 11.8 or 11.9 will indemnify the Association against any loss, cost or expense incurred by the Association in relation to the contravention.
- 11.11 A Board Member must not use his or her position as a Board Member for personal or business gain or benefit (including publicity).
- 11.12 At least three quarters of the Board Members may resolve to waive the applicability of Clause 11.7, 11.8, 11.9, 11.10 or 11.11 where they consider to do so would be in the best interests of the Association. Any such waiver:
- (a) will be limited to the terms of the resolution of the Board Members; and
 - (b) will be disclosed to the Members at each Annual general meeting held during the currency of the waiver; and
 - (c) may be overruled by the Members in general meeting with effect as and from the date of the resolution of the Members.

12. REMOVAL OF BOARD MEMBERS

- 12.1 The office of a Board Member becomes vacant if the Board Member:-
- (a) becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
 - (b) becomes of unsound mind, or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (c) is a member or an Executive Officer of a Member which becomes not a Financial Member of the Association;
 - (d) becomes an employee of the Association except as Secretary;

- (e) is directly or indirectly interested in any contract or arrangement or proposed contract or arrangement with the Association and fails to declare the nature of his/her interest in the manner required by this Constitution;
- (f) becomes prohibited from being a Board Member by reason of any order made under the Act;
- (g) otherwise ceases to be a Board Member or to be eligible to be a Board Member by virtue of the Act or this Constitution.

12.2 The Board may by resolution remove any Board Member before the expiration of their period of office. The Board Member who has been removed may appeal to a general meeting and the provisions of clause 9 apply as if the Board Member had been suspended as a Member.

12.3 A Board Member may be removed from office or from the Board at a general meeting of the Association where that Board Member will be given the opportunity to fully present their case. The question of removal will be determined by a vote of the Members present at the general meeting.

13. RESIGNATION FROM THE BOARD

A Board Member may resign from the Board by giving written notice to the Secretary effective when the notice is received by the Secretary unless a later date is specified in the notice when it will take effect on that later date.

14. VACANCIES ON BOARD

14.1 The Board may by resolution appoint an Authorised Delegate to fill a vacancy on the Board until the next general meeting at which an election is held.

14.2 The Board Members may act notwithstanding any casual vacancy on the Board, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the quorum for a meeting of the Board, the continuing Board Member or Members may act for the purpose of increasing the number of Board Members to that number and of summoning a general meeting of the Association but for no other purpose.

15. FUNCTIONS OF THE BOARD

15.1 Except as otherwise provided by this Constitution and subject to resolutions of the Members at any general meeting, the Board has:-

- (a) the general control and management of the administration of the affairs, property and funds of the Association;
- (b) the authority to interpret the meaning or application of any part of this Constitution (including any matter relating to the Association) on which this Constitution is silent or ambiguous;
- (c) to strive to further develop the interests of the Association and its Members as a whole;
- (d) so far as funding is available, to allocate that for the purposes of maintenance and development of the purposes of the Association;
- (e) the responsibility to establish qualifying criteria for nominees for Board positions.

16. MEETINGS OF THE BOARD

16.1 The Board will meet at least once every calendar month to exercise its functions.

16.2 Other meetings of the Board will be convened by the Secretary on at least 7 days written notice:-

- (a) on the requisition in writing signed by not less than one-third of the Board Members, which requisition will clearly state the reasons for the meeting being convened and the nature of the business to be transacted thereat;
 - (b) on the direction of the Executive.
- 16.3 At every meeting of the Board, a simple majority of a number equal to the number of Board Members as at the close of the last general meeting will constitute a quorum.
- 16.4 Subject to this Constitution, the Board may meet together and regulate its proceedings as it thinks fit. Questions arising at any Board meeting will be decided by a majority of votes and, in the case of equality of votes, the Chairman has a casting vote.
- 16.5 A Board Member will not vote in respect of any contract or arrangement with the Association in which:
- (a) the Member, or
 - (b) any member of his/her immediate family ('relative') or any entity in which the Member or his/her relative is involved with,
- is involved with, or any matter arising there from, and if the Member does so vote, the vote will not be counted. To clarify: a Board Member does not have an interest in or is otherwise involved with a contract or proposed contract by virtue of the Member's membership of an Organization which is a Member or by holding a Board or committee position with or being an employee of a Member.
- 16.6 The Chairman will preside at every Board meeting, or if there is no Chairman, or if at a meeting, the Chairman is not present within ten minutes after the time appointed for the meeting, the Vice Chairman will act as Chairman in the Chairman's absence, or if the Vice Chairman is not present at the meeting, then the Board Members may choose one of their number to chair the meeting.
- 16.7 If within half an hour from the time appointed for the commencement of a Board Meeting a quorum is not present, the meeting, if convened upon the requisition of Board Members, will lapse. In any other case, it will stand adjourned to the same day in the next week at the same time and place, or to another day and/or time and/or place as a majority of the Board Members may determine. If at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- 16.8 The minutes of every Board Meeting will be signed by the chairperson of that meeting or the chairperson of the next Board Meeting.
17. FORMATION OF COMMITTEES
- 17.1 The Board may delegate any of its powers to a Committee consisting of at least one Board Member.
- 17.2 A Committee will, in the exercise of the powers so delegated, conform to the formal objectives given to it by the Board.
- 17.3 A Committee will report regularly on its activities and make recommendations to the Board.
- 17.4 A Committee may elect a chairperson for its meetings. If no chairperson is elected, or if at a meeting the chairperson is not present within ten minutes after the time appointed for holding the meeting, the committee members present may choose one of their number to be chairperson for the meeting.
- 17.5 A Committee may meet and adjourn as it thinks proper. Questions arising at a meeting will be determined by a majority of votes of the committee members present and, in the case of an equality of votes, the question will be deemed to be decided in the negative.
- 17.6 The Executive Committee is a Committee of the Board.

18. VALIDITY OF NON BOARD ACTIONS

All acts done by a meeting of the Board or of a Committee or by any person acting as a Board Member will, notwithstanding that it is afterwards discovered that there was a defect in the appointment of a Board Member or person acting or that a Board Member was disqualified, be as valid as if every person had been duly appointed and was qualified to be a Board Member or a member of the Committee.

19. RESOLUTION OF THE BOARD

A resolution in writing signed by a majority of the Board Members will be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held provided that each of the Board Members is notified of the proposed resolution. Any such resolution may consist of several documents in like form, each signed by one or more Board Members.

20. ANNUAL GENERAL MEETING

20.1 The Annual general meeting will be held within six (6) months of the close of the financial year.

20.2 The business to be transacted at an Annual general meeting includes:-

- (a) receiving the Board's report and the financial statements and the auditor's report upon the financial statements for the preceding financial year;
- (b) the presentation of the financial statements and auditor's report to the meeting for adoption; and
- (c) election of Board Members.

21. GENERAL MEETING

21.1 The Secretary (or if there is no Secretary or the Secretary is unable to do so, then the Chairman) will convene a general meeting by giving not less than 21 days notice of the meeting to the Voting Members:

- (a) as required by this Constitution;
- (b) when directed to do so by the Board;
- (c) on the requisition in writing signed by not less than the number of Voting Members as would be required in attendance at a general meeting to constitute a quorum. The requisition must clearly state the reasons for convening a general meeting, the nature of the business to be transacted and the clause in this Constitution to which the business relates and which the meeting should consider in particular.

21.2 The manner in which notice is given will be determined by the Board.

21.3 Notice of a general meeting will clearly state the nature of the business to be discussed at the proposed meeting.

22. QUORUM

22.1 At a general meeting, the number of Members required to constitute a quorum will be not less than the number of persons elected or appointed to the Board at the close of the last annual general meeting plus one.

22.2 No business will be transacted at a general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

- 22.3 If within half an hour from the time appointed for the commencement of the general meeting, a quorum is not present, the meeting, if convened upon the requisition of the Board, will lapse. In any other case it will stand adjourned to the same day in the next week at the same time and place, or to another day and/or time and/or place as a majority of the Board Members may determine, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present will be a quorum.
- 22.4 The chairperson of a meeting may, with the consent of the meeting at which a quorum is present (and will if so directed by the meeting), adjourn the meeting, but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting will be given as in the case of the original meeting. Otherwise it will not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

23. CONDUCT OF GENERAL MEETING

- 23.1 The following clauses apply at every general meeting except as otherwise provided in this Constitution and the Act.
- 23.2 The Chairman or his/her nominee will preside at the meeting, or if there is no chairperson, or if the chairperson or his/her nominee is not present within fifteen minutes after the time appointed for the commencement of the meeting or is unwilling to act, the Vice Chairman or his/her nominee will be the chairperson, or, if the Vice Chairman or his/her nominee is not present or is unwilling to act, then the Voting Members present will elect one of the Authorized Delegates present to chair the meeting.
- 23.3 The chairperson will maintain order and conduct the meeting in a proper and orderly manner.
- 23.4 Before the meeting, the Board will appoint a person to act as the Returning Officer for the meeting. The Returning Officer will verify to the chairperson the number of valid proxies received by the Association for the purposes of the meeting.
- 23.5 Every question, matter or resolution will be decided by a majority (or the required majority if a resolution other than an ordinary resolution) of votes of the Voting Members present.
- 23.6 Every Voting Member present will be entitled to one vote. To clarify, a Voting Member must be present at the meeting when the vote is taken to exercise his/her right to vote, unless the Member's proxy present at the meeting is to exercise that right.
- 23.7 In the case of an equality of votes, the chairperson of the meeting will have a second or casting vote.
- 23.8 Voting will be by show of hands or a division of Voting Members, unless:
- (a) the chairperson;
 - (b) a majority of the Board Members; or
 - (c) not less than one-fifth of the Voting Members present,
- demand a ballot, in which event there will be a secret ballot.
- 23.9 The chairperson will appoint two persons to conduct the secret ballot in the manner as the chairperson determines.
- 23.10 The result of the ballot as declared by the chairperson will be the resolution of the meeting at which the ballot was demanded.
- 23.11 The Secretary will cause accurate minutes of all questions, matters, resolutions and other proceedings of every Board Meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any Financial Member who applies to the Secretary for that inspection.

- 23.12 The minutes of every general meeting will be signed by the chairperson of that meeting or the chairperson of the next general meeting.
- 23.13 The minutes of any Annual general meeting may be signed by the chairperson of that meeting or the chairperson of the next Annual general meeting.
- 23.14 For the purposes of clauses 23.5 and 23.6, 'present' means in person or by proxy.

24. PROXIES

- 24.1 Subject to this Constitution, a Member may appoint an individual person to be its proxy for the purposes of attending, speaking at and voting (including to demand a poll) for that Member at a general meeting or at any general meeting.
- 24.2 A proxy will be valid if:
- (a) the Member completes and lodges a proxy in the form approved by the Board with the Secretary not later than 48 hours before the time for the holding of the general meeting;
 - (b) the Member is financial on the date of the notice of the general meeting;
 - (c) the Member is not otherwise represented at the general meeting.
- 24.3 Any issue of validity of a proxy will be determined by the chairperson of the meeting acting on the advice of the Returning Officer.
- 24.4 The Authorized Delegate for a Member is deemed to be the duly appointed proxy for the Member.

25. BY LAWS

The Board may make, amend or repeal by-laws, not inconsistent with this Constitution, for the internal management of the Association. Any By-Law may be set aside by the Members in general meeting.

26. ALTERATION OF THIS CONSTITUTION

- 26.1 Subject to the Act, this Constitution may be amended, rescinded or added to by a Special Resolution at a general meeting.
- 26.2 No amendment, rescission or addition to this Constitution will be valid unless the same is approved or registered as required by law (which as at the date of adoption of this Constitution, requires registration by the Chief Executive).
- 26.3 Section 47(1) of the Act does not apply to the Association.

27. FUNDS AND ACCOUNTS

- 27.1 The funds of the Association will be banked in the name of the Association in an account with a bank or other financial institution as the Board may direct.
- 27.2 Proper books and accounts will be kept and maintained either in written or printed form in the English language or in a computerised or electronic medium showing the financial affairs of the Association and the particulars usually shown in books of a like nature.
- 27.3 Money will be banked as soon as practicable after receipt.
- 27.4 A payment by the Association of \$100 or more must be made by cheque or electronic funds transfer.
- 27.5 If a payment of \$100 or more is made by cheque, the cheque must be signed by any 2 of the Chairman, Secretary, Treasurer or any 1 of 3 other Board Members authorised by the Board to

sign cheques issued by the Association. One of the persons who signs each cheque must be the Chairman, Secretary or Treasurer.

- 27.6 Cheques, other than cheques for wages, allowances or petty cash recoupment, must be crossed 'not negotiable'.
- 27.7 Expenditure will be approved or ratified at a Board meeting.
- 27.8 A receipt will be required for any item of expenditure.
- 27.9 As soon as practicable after the end of each financial year, the Treasurer will cause to be prepared financial statements containing particulars of:
- (a) the income and expenditure for the financial year just ended; and
 - (b) the assets and liabilities and all charges and securities affecting the property of the Association at the end of that year; and
 - (c) cash flows,
- prepared according to the relevant Australian Accounting Standards.
- 27.10 The financial statements will be examined by the auditor who will present a report upon the audit to the Secretary prior to the holding of the Annual general meeting next following the financial year in respect of which the audit was made.
- 27.11 The income and property of the Association will be used and applied solely in promotion of its Objects and in the exercise of its Powers.
- 27.12 Nothing in this clause 27 will be construed so as to prevent:
- (a) the payment in good faith of remuneration to an officer or employee of the Association or to a Member of the Association or other person in return for any services actually rendered to the Association or pursuant to an indemnity under clause 30;
 - (b) the payment or repayment to a Member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or for premises demised or let to the Association;
 - (c) the payment of reasonable fees to Board Members as approved by a general meeting of the Association provided that those fees are not calculated as (or representative of) a commission contrary to the law or otherwise prohibited by law.

28. DOCUMENTS

- 28.1 The Board will provide for the safe custody of the books and records, documents, instruments of title and securities of the Association.
- 28.2 A person may not copy or take extracts of the Register of Members or other books and records of the Association or use or disclose the confidential information of the Association without the prior approval of the Board or except as permitted by law.
- 28.3 A Board Member may not use or disclose any of the confidential information of the Association contrary to the interests of the Association.

29. FINANCIAL YEAR

The financial year for the Association ends on 30 June in each year.

30. INDEMNITY

- 30.1 All Board Members and trustees holding property for the Association will be indemnified out of the property and funds of the Association against all losses and expenses incurred in the discharge of their duties except any due to their own wilful act or default.
- 30.2 Each Board Member or trustee will be responsible only for so much money or property as he or she actually received for, or in discharge of the business of the Association , and each one will be answerable only for their own acts, neglects or defaults and not for those of any other person, or for insufficiency of any security for money invested or of title to any estate or property acquired, or for any loss or damage which may happen in the discharge of their duties unless due to their own wilful neglect or default.
- 30.3 An employee may be indemnified out of the property of the Association against any liability:
- (a) incurred by the employee acting in that capacity,
 - (b) for the costs and expenses incurred by the employee:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the employee or in which the employee is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the employee.
- 30.4 Subject to the law, the Association may pay insurance premiums in respect of insurance for the benefit of the Board Members and the Association's employees when acting in their respective capacities against:
- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
 - (b) a liability arising from negligence or other conduct not being a liability incurred by the person acting in that capacity and arising out of conduct involving a wilful breach of duty in relation to the Association or a breach of the law or of this Constitution dealing with improper use of confidential information or position.
- 30.5 The Association may pay insurance premiums in respect of insurance for the benefit of the auditor.

31. COMMON SEAL

- 31.1 The Board will provide for the adoption, use and safe custody of a common seal.
- 31.2 The common seal will only be used with the authority of the Board.
- 31.3 Every instrument to which the seal is affixed will be signed by a member of the Executive and countersigned by another member of the Executive or by a person appointed by the Executive for that purpose.

32. DISTRIBUTION OF SURPLUS ASSETS

If the Association is wound up, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, that surplus will not be paid to or distributed among the Members or any of them, but will be given or transferred to RSL Qld.

1. Members or their Authorized Delegates or representatives attending functions, sporting activities or other events representing the Association are subject to the Constitution and By Laws of the Association.
2. The procedure for nominations to the Board is as follows:
 - 2.1 the Board, through the Secretary, publishes a notice calling for nominations for the positions on the Board – at least 60 days before the date set for the holding of the general meeting at which elections are expected to occur (the relevant meeting);
 - 2.2 nominations, in writing, and in the form approved by the Board, are to be received by the Secretary at least 30 days before the relevant general meeting;
 - 2.3 a nominee must be a member of the Financial Member or the Executive Officer of the Financial Member;
 - 2.4 a nominee for an Executive position must be a member or Executive Officer of and nominated by a Level One Member (who is a Financial Member).

The timetable for AGMs might be:

Financial Year ends	30 June
Nominations for Board called for	15 October
Nominations for Board close	15 November
Notices of AGM with Annual Report despatched	22 November
AGM held	15 December
Financial reports lodged with Department	15 January