

QUEENSLAND ATHLETIC ASSOCIATION LIMITED
ACN 010 706 751

CONSTITUTION

As approved by the Annual General Meeting 29 May 2004 and amended by a special resolution passed by
General Meeting on 1 June 2019

NAME

1. The name of the Company is Queensland Athletic Association Limited.

2. DEFINITIONS AND INTERPRETATION

2.1. In the Constitution unless the context otherwise requires:

“Athletics Australia” means Athletics Australia Limited (ACN 006 447 294) or any successor thereto or replacement thereof.

“Board” means the Directors in meeting.

“Business Day” means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where the Company has its registered office.

“By-Laws” means the by-laws made by the Board pursuant to Clause 34.2.

“Chairman” means the Chairman of the Company elected by the Directors pursuant to clause 43.1.

“CEO” means the person appointed by the Board to the position of Chief Executive Officer of the Company.

“Company” means Queensland Athletic Association Limited.

“Constitution” means the Constitution of the Company in force from time to time.

“Directors” means the persons constituting the Board or any one of them as circumstances require.

“Financial Year” means the period 1 January until 31 December in the same year.

“Law” means the Corporations Act 2001 or statutory modification or substitution thereof.

“Member” means a member of the Company, other than Associate Members, Honorary Life Members and Individual Members.

“Members’ Forum” means the meeting convened pursuant to Clause 12.3.

“North Queensland Region” means a member affiliated with Athletics North Queensland or a member existing above the Tropic of Capricorn, Queensland

“Notice in Writing” means notice whether by electronic mail, facsimile, telex, telegram, cable or any other means of written communication.

“Running Australia Project” means any activity or event conducted, endorsed or sanctioned as such by Athletics Australia from time to time, where:

- (a) the event is conducted in Queensland; or
- (b) the person participating in the activity resides in Queensland.

- “Rules”** means the by-laws made by the Board under Clause 34.2.
- “Seal”** means the common seal of the Company and includes any official seal of the Company.
- “Secretary”** means the person appointed pursuant to Clause 51.
- “Telecommunications Meeting”** means the contemporaneous linking together of persons in oral communication by telephone, audio-visual or other instantaneous means approved by the Board
- “Year”** means calendar year, unless otherwise stated.

2.2. Except so far as the contrary intention appears in this Constitution:

- (1) an expression has in this Constitution the same meaning as in the Law; and
- (2) if an expression is given different meanings for the purposes of different provisions of the Law, the expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.

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

2.4. Reference to one gender includes each other gender.

2.5. The singular includes the plural and the plural includes the singular.

2.6. The word "person" includes a body corporate.

OBJECTS AND NATURE OF THE COMPANY

3. Objects

The objects for which the Company is formed are:

- (1) to be the Queensland athletics association affiliated with Athletics Australia, and the Queensland Olympic Council;
- (2) to establish and maintain cordial relations with other sporting bodies;
- (3) to improve the physical, mental and social well-being of the citizens of Queensland through the encouragement and promotion of athletics, and the proper regulation of such activities;
- (4) to provide adequate representation of Queensland in athletics at national and international athletic meetings and competitions; and
- (5) to act alone or with individuals or other bodies in the interests of sport and, in particular, athletics;

and to further the above to do all acts and things necessary or appropriate for the management, control, regulation and promotion of the Company and the sport of athletics in Queensland.

4. Income and Property of the Company

The income and property of the Company, wherever derived, must be solely applied towards the promotion of the objects of the Company as set out in this Constitution, and no portion of it will be

paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company, provided that nothing in this Constitution will prevent:

- (1) the payment by way of grant or subsidy to any Member which is itself a non-profit association or corporation solely for the advancement of the purposes or objects of such Member;
- (2) the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any Member of the Company in return for any services actually rendered to the Company nor for goods supplied in the ordinary and usual way of business; and
- (3) the payment of interest at a rate not exceeding interest at the rate for the time being charged by its bankers for overdrawn accounts on money lent, or reasonable and proper rent for premises demised or let by any Member to the Company.

5. Limitation of Liability and Members Contribution

- 5.1. The liability of the members of the Company is limited.
- 5.2. Every Member undertakes to contribute to the property of the Company, in the event of the Company being wound up while they are a Member, or within a year after they cease to be a Member, for payment of debts and liabilities of the Company contracted before they ceased to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding twenty dollars (\$20.00).

6. Surplus on Dissolution

If, upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatever, that property must not be paid to or distributed among the Members unless determined otherwise by a special resolution of Members, but will be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which prohibit the distribution of its or their income and property among its or their members, such institution or institutions to be determined by the Members at or before the time of dissolution and, if and so far as effect cannot be given to the above provision, then to some charitable object as determined by a Judge of the Supreme Court of Queensland as may have or acquire jurisdiction in the matter.

MEMBERSHIP

7. Membership

- 7.1. Athletics North Queensland is recognised as the Regional Association responsible for Membership in the North Queensland Region. Members of Athletics North Queensland shall be regarded as Members of Queensland Athletics as long as any such member complies with 7.2
- 7.2. Members must:
 - (1) be bona fide organisations whose major purpose is to conduct activities that relate to participation in the sport of athletics;
 - (2) be and remain as organisations whose membership is made up of individuals who are regularly involved in athletic activities
 - (3) demonstrate their involvement in athletic activity through the organisation of or participation or involvement in athletics activities and
 - (4) demonstrate that their members are provided with training facilities or are involved in the training of athletes;
 - (5) meet the other criteria for membership established from time to time by the Board and set out in the By-Laws.

- 7.3. Subject to meeting the requirements of clause 7.1, the Members as at the date of adoption of this Constitution will continue as Members of the Company.
- 7.4. Any organisation wishing to be admitted to membership, other than an organisation with a primary base in the North Queensland Region, must submit its application for membership and supporting material to the CEO for consideration by the Board. The application, together with any recommendation thereon by the Board, will be referred to the Members for determination at the next annual general meeting.
- 7.5. Any organisation wishing to be admitted to membership, with a primary base in the North Queensland Region, must, in the first instance, submit its application to the Board of Athletics North Queensland. The application, together with any recommendation from the Board will be referred to the Members for determination at the next annual general meeting.
- 7.6. At any time, the CEO may request a Member to provide, within 20 Business Days, evidence of its continued satisfaction of the criteria for membership set out in this constitution and the by-laws.
- 7.7. Any applicant for membership aggrieved of a decision by the Members under clause 7.4 may appeal that decision to the Appeals Tribunal created in accordance with the By-Laws. In respect of any such appeal:
- (1) No aggrieved applicant may commence any claim or proceeding in any court or other tribunal unless and until the applicant has exhausted its rights under this clause.
 - (2) If the Appeals Tribunal determines that the Members have not acted appropriately in rejecting the application, the Appeals Tribunal may only refer the application for reconsideration by the Members in general meeting and will provide a statement of reasons as to why it is considered the Members acted inappropriately.
 - (3) Upon any reference under paragraph (2), the Members will reconsider the application at the next general meeting convened after the recommendation. Should the Members again reject the application, their decision will be final and binding on the Company and the applicant and the applicant will be prohibited from making any further application for membership of the Company for a period of three years from the date of second rejection.
- 7.8. The Company in general meeting and on the recommendation of the Board may:
- (1) recognise as Associate Members other bodies whose objectives for the promotion of athletics in Queensland are consistent with those of the Company; and
 - (2) recognise as Associate Members Companies or Businesses whose objectives for the promotion or delivery of athletics in Queensland are consistent with those of the Company; and
 - (3) confer honorary life membership on any person who has rendered distinguished service to the Company for a significant period.
- 7.9. The election of:
- (1) an Associate Member will be determined by a simple majority of votes cast; and
 - (2) an Honorary Life Member will be determined by a three quarters majority of votes cast.
- 7.10. An Associate Member:
- (1) will be invited to have a representative attend all general meetings of the Company other than extraordinary general meetings convened as Telecommunications Meetings;
 - (2) does not have the right to vote at general meetings of the Company; and

- (3) at any general meeting of the Company to which it is invited to attend, has the right for its representative to be heard on any subject under discussion.

7.11. An Honorary Life Member:

- (1) will be invited to attend all general meetings of the Company other than extraordinary general meetings convened as Telecommunications Meetings;
- (2) does not have the right to vote at general meetings of the Company;
- (3) at any general meeting of the Company to which he or she is invited to attend, has the right to be heard on any subject under discussion;
- (4) will be admitted free of charge to all athletic meetings owned or controlled by the Company or any Member; and
- (5) is not required to pay to the Company or any Member any membership fee, subscription or levy in respect of his or her honorary life membership.

7.12. Any person, not being an Honorary Life Member or a Member of a Club, and who has been approved by the Board as a coach, administrator, official or athlete may apply for Individual Membership of the Company. The Board may in its absolute discretion accept or reject any application for such membership.

7.13. An Individual Member:

- (1) will be invited to attend all general meetings of the Company other than extraordinary general meetings convened as Telecommunications Meetings;
- (2) does not have the right to vote at general meetings of the Company;
- (3) at any general meeting of the Company to which he or she is invited to attend, has the right to be heard on any subject under discussion.

7.14. The rights of Honorary Life Members and Individual Members are personal and are not transferable or transmissible.

7.15. A Member ceases to be a Member if it:

- (1) ceases to satisfy the requirements described in clause 7.1 as determined by special resolution by the Members in general meeting on the recommendation of the Board;
- (2) resigns by Notice in Writing delivered to the Secretary of the Company;
- (3) is expelled from membership pursuant to clause 34.3; or
- (4) becomes insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar reorganisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or receiver and manager or trustee or administrator or agent in possession appointed.

FEES AND LEVIES

8. Determination of Fees and Levies.

8.1. The Board will determine the membership fees and levies for each Financial Year and payable from time to time by Members and Associate Members. Any increase in fees or levies will be notified to the Members by 31 December prior to the Financial Year in which the increase is to take place.

- 8.2. The Board may by by-law determine the time by which fees and levies will be due and payable to the Company.
- 8.3. Failure to pay any membership fee or levy by a Member or Associate Member within sixty days of the same being due and payable will automatically suspend all rights in respect of the Company of the Member or Associate Member concerned. The rights of any such Member or Associate Member will be restored on payment of the amount due, together with such further amount determined by the Board by way of fines and interest on the outstanding amount, provided that if such payment of arrears, fines and interest is not made by the date determined by the Board, the Member or Associate Member concerned will cease to have any rights in respect of the Company.
- 8.4. Unless otherwise determined by the Board, the membership fees for each Financial Year for Recreational Runner Members will be calculated using one of the following mechanisms, as is relevant to the circumstances;
- (1) as a portion of the entry fee to participate in an event sanctioned as being part of Athletics Australia's Running Australia Project (in an amount as is agreed between the relevant event organiser and Athletics Australia);
 - (2) as an agreed portion of a fee associated with participation in any activity conducted under Athletics Australia's Running Australia Project (in an amount nominated by Athletics Australia); or
 - (3) by any other mechanism as prescribed by Athletics Australia from time to time.

GENERAL MEETINGS

9. Annual General Meeting

- 9.1. The Company must in each year hold its annual general meeting at such time and place as is determined by the Board provided that the date of such meeting is no more than five months after the close of the Financial Year.
- 9.2. The business of each annual general meeting will be to:
- (1) receive and consider the audited accounts of the Company;
 - (2) receive and consider the report of the chairperson on the affairs of the Company;
 - (3) receive and consider the recommendations of the Board;
 - (4) elect the Directors (if applicable);
 - (5) elect the Company's auditor (if applicable);
 - (6) elect Members, Associate Members and Honorary Life Members (if applicable); and
 - (7) transact any other business of which due notice has been given or which, in the opinion of the chairperson of the meeting, may be expedient.
- 9.3. At the time of the each annual general meeting the Chairman will convene a meeting of Member representatives to be known as the Members' Forum, for the purpose of discussing the affairs of the Company, its relations with Members and the sport of athletics in Queensland. All members of Members will be eligible to attend. The Chairman will chair the meeting and shall determine how the meeting is conducted.
- 9.4. Motions may only be submitted to a general meeting of the Company by a Member or Director and any motion desired by a Member to be put to a general meeting must be received in writing by the CEO not less than two months prior to the general meeting at which it is desired to consider and vote on the motion.

10. Extraordinary General Meetings

- 10.1. All general meetings other than annual general meetings will be called extraordinary general meetings.
- 10.2. The chairperson may, and the Secretary will at the request of any two Directors, convene an extraordinary general meeting.
- 10.3. An extraordinary general meeting must be convened if requested in writing by Members with at least 5% of the votes that may be cast at an extraordinary general meeting.

11. Notice of General Meetings

- 11.1. In the case of a meeting convened to pass a Special Resolution, 28 clear days' notice and in other cases, except where the Law allows a shorter notice to be given by agreement, at least 21 days' notice (exclusive of the day on which the notice is served or deemed served and of the day for which notice is given) of a general meeting must be given to the Directors, Members, Associate Members Individual Members and Honorary Life Members.
- 11.2. Notice of all general meetings must be given to Directors, Members (other than Recreational Runner Members), Associate Members Individual Members and Honorary Life Members provided that Associate Members and Honorary Life Members are not entitled to receive notice of extraordinary general meetings convened as Telecommunications Meetings.
- 11.3. A notice of a general meeting must specify:
 - (1) the place, day, time and general nature of the business of the meeting;
 - (2) if a special resolution is to be proposed at the meeting, then a statement containing the intention to propose the special resolution and the terms of the proposed resolution;
 - (3) where the business of the general meeting will include the election of Directors, the names of the candidates for election to such position; and
 - (4) the right of Members to appoint a Director or other Member as proxy according to clause 24.

12. Accidental Omission to Give Notice

The accidental omission to give notice of any general meeting to or the non-receipt of the notice by any person entitled to receive notice of a general meeting under this Constitution (other than a Member) or the accidental omission to advertise (if necessary) the meeting does not invalidate the proceedings at or any resolution passed at the meeting.

13. Postponement of General Meetings

- 13.1. The Board may postpone the holding of any general meeting whenever they think fit (other than a meeting requisitioned by Members pursuant to the Law) for not more than 21 days after the date for which it was originally called.
- 13.2. Whenever any meeting is postponed (as distinct from being adjourned under clause 18 or clause 20) the same period of notice of the meeting must be given to persons entitled to receive notice of a meeting as if a new meeting were being called for the date to which the original meeting is postponed.

PROCEEDINGS AT GENERAL MEETINGS

14. Quorum

- 14.1. Each Member, may be represented at a general meeting by one voting representative and one non-voting representative. At general meetings, other than extraordinary general meetings convened as

Telecommunications Meetings, each Associate Member may be represented by one non-voting representative and Honorary Life Members are entitled to attend.

- 14.2. No business may be transacted at any general meeting unless a quorum of Members is present in person or by proxy.
- 14.3. A quorum consists of representatives of twenty percent (20%) of the total number of Members entitled to attend and vote and located in the region where the Annual General Meeting is held.

15. Absence of Quorum

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

- (1) where the meeting was convened upon the requisition of Members the meeting is dissolved; or
- (2) in any other case:
- (a) the meeting stands adjourned to the day, and at the time and place, which the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
- (b) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is dissolved.

16. Chairperson at General Meetings

- 16.1. Subject to clause 19.2, the Chairman will preside at every general meeting.
- 16.2. Where a general meeting is held and the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chairman will preside, provided that if the Vice-Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present must appoint another Director or if no Director is present or willing to act then the Members present may appoint any one of their number to be chairperson of the meeting.

17. Adjournment of Meetings

- 17.1. The chairperson of the meeting may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 17.2. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 17.3. Except as provided by clause 20.2, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING AT GENERAL MEETINGS

18. Voting Rights

- 18.1. Each Member who is entitled to attend is entitled to one vote on every resolution at a general meeting and whether on a show of hands or a poll.
- 18.2. At any general meeting a resolution put to the vote of the meeting is decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (1) by the chairperson of the meeting; or
- (2) by Members with at least 5% of the votes that may be cast at the meeting.

18.3. Voting on a motion is by simple majority, unless the motion is to vary this Constitution. Any amendment to this Constitution must be passed by a special resolution of the Company in general meeting.

18.4. Unless a poll is demanded, a declaration by the chairperson of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, signed by the chairperson of that or the next succeeding meeting, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

19. Conduct of Poll

19.1. If a poll is duly demanded, it must be taken in such manner and, subject to clause 22.2, either at once or after an interval or adjournment or otherwise as the chairperson of the meeting directs, and the result of the poll is the resolution of the meeting at which the poll was demanded.

19.2. A poll demanded on the appointment of a chairperson of a meeting or on a question of adjournment must be taken forthwith without adjournment.

19.3. The demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

19.4. The demand for a poll may be withdrawn.

20. Casting Vote

20.1. In case of an equality of votes the chairperson of the meeting, in addition to his or her deliberative vote (if any), has a casting vote. The casting vote shall be in favour of the status quo where a substantive status quo exists. Otherwise the casting vote shall be in the negative.

21. Proxies

21.1. A Member entitled to vote at a general meeting may appoint a person as its proxy. A proxy need not be a member or in any way be associated with the company.

21.2. An instrument appointing a proxy must be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing. The instrument of proxy must be in the form determined by the Directors, but the form must:

- (1) enable the Member to specify the manner in which the proxy must vote in respect of a particular transaction; and
- (2) leave a blank for the Member to fill in the name of the person appointed as proxy.

The form may provide that if the Member leaves it blank as to the person appointed as proxy or if the person appointed as proxy fails or fail to attend, the chairperson of the meeting is appointed proxy.

21.3. An instrument appointing a proxy may not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or proof of the power or authority to the satisfaction of the CEO is or are deposited at the registered office of the Company or at any other place specified for that purpose in the notice convening the meeting prior to the commencement of the meeting or adjourned meeting as the case may be at which the Member named in the instrument proposes to vote.

21.4. For the purpose of clause 24.3 it is sufficient if the proxy is received at the registered office of the Company by facsimile transmission or by similar means of communication in a reasonably legible

form. If the proxy is required to be accompanied by other documents then these documents may also be received at the registered office by facsimile transmission.

22. Effect of Proxy Instrument

- 22.1. An instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll.
- 22.2. If a proxy is only for a single meeting it may be used at any postponement or adjournment of that meeting, unless the proxy states otherwise.
- 22.3. A proxy may be revoked at any time by Notice in Writing signed on behalf of the Member concerned to the Company.

23. Voting Rights of Proxies

- 23.1. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument. If the Member does not specify the manner in which the proxy must vote in respect of any particular transaction, the person appointed as proxy may vote on that particular transaction as he, she or it determines.
- 23.2. A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid despite the revocation of the instrument (or of the authority under which the instrument was executed) or of the power if the Company has not received written notification of the revocation at the registered office of the Company before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

RESOLUTIONS OF MEMBERS IN WRITING

24. Resolutions at General Meetings

- 24.1. If all the Members have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a general meeting of the Company held on the day on which the document was signed and at the time at which the document was last signed by a member or, if the members signed the document on different days, on the day on which, and at the time at which, the document was last signed by a member.
- 24.2. For the purposes of clause 27.1, two or more separate documents containing statements in identical terms each of which is signed by one or more members are deemed together to constitute one document containing a statement in those terms signed by those members on the respective days on which they signed the separate documents.
- 24.3. A reference in clause 27.1 to all the Members does not include a reference to a Member who, at a general meeting, would not be entitled to vote on the resolution.
- 24.4. A facsimile transmission addressed to or received by the Company and purporting to be signed by a Member for the purpose of this Constitution is deemed to be a document in writing signed by that Member.

APPOINTMENT AND REMOVAL OF DIRECTORS

25. Number of Directors

- 25.1. The number of the Directors must not be less than six nor more than nine.
- 25.2. Three of the directors will be directors elected by Members in the North Queensland Region.
- 25.3. Three of the directors will be directors elected by Members in the South Queensland Region.

25.4. The Directors elected pursuant to clauses 28.2 and 28.3 may appoint up to three further Directors by a majority resolution from among the community if required in order to bring the Board skills and experience not currently available to it.

25.5. The company in general meetings may by a majority resolution increase or decrease the numbers of Directors

26.

Election of Directors

26.1. The members of the Board of Directors as per clauses 28.1, 28.2 and 28.3 shall be elected by ballot at the Annual General meeting or any adjournment thereof as follows:

- (1) The CEO shall be the Returning Officer for any Ballot for the election of Directors of the Company.
- (2) In the absence of the CEO to act as Returning Officer, the next most senior officer in attendance will act as the Returning Officer for any ballot for the election of Directors of the Company;
- (3) Not less than sixty-five days prior to the date of the Annual General meeting notification for persons to be elected as Directors and advising of the closing date for nominations which shall not be more than thirty from the date of notification;
- (4) Subject to clause 29.1(5) nominations for the election of Directors must be:
 - (a) In writing;
 - (b) On the prescribed form (if any) provided for that purpose;
 - (c) Signed by a member;
 - (d) Certified by the nominee expressing his or her willingness to accept the position for which he or she is nominated; and
 - (e) Be for either the North Queensland Region or the South Queensland Region
- (5) The Returning Officer shall cause ballot papers to be prepared and instructions for voting to be issued for all vacant positions of Directors in accordance with clauses 28 and 29.
- (6) The Returning Officers shall:
 - (a) Not less than thirty business days prior to the Annual General Meeting distribute voting papers to all Members in the North Queensland Region and In the South Queensland Region for the election Directors in accordance with clauses 28.2 and 28.3 of the Constitution;
 - (b) Include with the voting papers a plain marked envelope marked "voting papers" for the return of the voting papers and a stamped self-addressed envelope for the return of the plain enveloped marked "voting paper", an electronic copy of the voting paper will also be sent to the verified email of the secretary of each Member; and
 - (c) On receipt of the stamped self-addressed envelopes they shall be opened and the plain envelope marked "voting papers" shall be placed unopened in a ballot box: or
 - (d) On receipt of a signed and verified electronic copy of the "voting paper" print one copy and place in a ballot box

26.2. Completed valid voting papers must be received by the Returning Officer no later than thirty minutes prior to the advertised starting time of the Annual General Meeting.

- 26.3. At the Annual general Meeting the Retuning officer shall;
- (1) Declare the number of positions of Directors that are vacant;
 - (2) Declare that each nominee for Director can appoint one scrutineer to act on their behalf and supervise the counting of votes;
 - (3) During the Annual General meeting, shall open the ballot box as per clause 29.1(6)© and count the votes in the presence of any appointed scrutineers.
 - (4) If there is only one nominee for a position, the Returning Officer shall open one vote and the announce position filled.
- 26.4. Voting shall be on an optional preferential basis.
- 26.5. If at any stage of a count a choice has to be made between two or more candidates having equal scores at that stage, the Returning Officer shall have regard to their scores at the last preceding stage of that particular count at which their scores were different and if they were equal at all stages of the count then the Returning Officer shall determine the candidate to be eliminated by lot.
- 26.6. At the conclusion of the count of votes the Retuning officer will:
- (1) announce the results; and
 - (2) Declare those nominees elected who have received the necessary number of votes to fill any vacant Director places.
- 26.7. The maximum term of each director, including an appointed Director, shall be ~~three~~ **four** years but every Director shall be eligible for reappointment. The minimum period of appointment will be for a term of one year. After the first election conducted under clauses 28 and 29 the six elected Directors will decide by majority resolution at their first Board meeting the periods of appointment for each of the six directors
- 26.8. In the event that the Company removes the entire Board pursuant to clause 31 so that there are no Directors, then:
- (1) Athletics Australia will promptly appoint a person to be the Sole Director of the Company until the conclusion of the next ensuing general meeting;
 - (2) The Sole Director will call a Special General Meeting as soon as practicable to elect a new Board.
 - (3) The election will be conducted using a method and procedures recommended by the Australian Electoral Commission.

27. Resignation of Director

Any Director may retire from office upon giving Notice in Writing to the Company of his or her intention so to do.

28. Removal of Directors

Subject to the provisions of this Constitution and the Law, the Company may by ordinary resolution remove any Director prior to the expiration of his or her term of office. Two (2) months notice of any such resolution must be given to the Secretary. Any Director proposed for removal has the right to defend himself/herself before the relevant general meeting and may prepare a written statement, not exceeding 1,000 words, for that purpose. The statement shall be distributed by the Secretary to the Members at least five Business Days prior to the meeting.

Any vacancy so caused shall be filled as a casual vacancy.

REMUNERATION OF DIRECTORS

29. Payment of Remuneration and Expenses

- 29.1. The Directors may receive remuneration for their services in such amount and in such manner as is approved by the Board, provided that the Company may in general meeting determine otherwise..
- 29.2. Directors will be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee appointed by the Board or general meetings of the Company or otherwise in connection with the business of the Company.

30. Payment for Extra Services

Any Director who being willing is called upon to perform extra services or to make any special exertions or to undertake any executive or other work for the Company beyond his or her ordinary duties or to go or reside abroad or otherwise away from home for any of the purposes of the Company may, subject to the Law, be remunerated either by a fixed sum or a salary as determined by the Board.

POWERS AND DUTIES OF DIRECTORS

31. General Business Management

- 31.1. Subject to the Law and to any other provision of this Constitution, the business of the Company is managed by the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all powers of the Company which are not, by the Law or by this Constitution, required to be exercised by the Company in general meeting.

- 31.2. The Board:

- (1) may make, amend and revoke By-Laws and Rules:
 - (a) for the purpose of giving effect to the objects of the Company, and
 - (b) subject to clause 34.3, for the discipline of Members, Associate Members, Honorary Life Members and Individual Members;and
- (2) will make By-Laws providing for an Appeals Tribunal which must be independent of any party appearing before it on the matter subject of the appeal in question.

Any such By-Laws and Rules will be valid and binding on the Members, Associate Members and Honorary Life Members unless and until revoked by the Board or amended or revoked by the Members in general meeting.

- 31.3. Where a Member, Associate Member, Honorary Life Member or Individual Member:

- (1) deliberately or recklessly breaches this Constitution or any By-Law of the Company;
- (2) deliberately or recklessly breaches any agreement with the Company; or
- (3) neglects or knowingly jeopardises the interests of the Company or acts in a way which is unworthy of the Company;

then such Member, Associate Member, Honorary Life Member or Individual Member is:

- (4) subject to clauses 34.4, 34.5 and 34.6, liable to suspension from membership of the Company or such other sanction (including a fine) as the Board in its absolute discretion determines; and

- (5) liable to expulsion from membership of the Company as determined by special resolution of the Members in general meeting.

31.4. Under clause 34.3 the Board may only suspend a Member, Associate Member, Honorary Life Member or Individual Member for either:

- (1) a period of no more than six months; or
- (2) until the Member, Associate Member, Honorary Life Member or Individual Member rectifies the breach or conduct in question;

provided that if the Member, Associate Member, Honorary Life Member or Individual Member has not rectified the breach or conduct in question within six months, the Board will refer the issue to the Members in general meeting who may determine by special resolution to extend the period of suspension.

31.5. Any fine imposed on a Member under clause 34.3 (4) will be paid by deduction from monies payable by the Company to that Member.

31.6. Any Member, Associate Member, Honorary Life Member or Individual Member aggrieved of a decision of the Board under clause 34.3 (4) may appeal to the Appeals Tribunal created in accordance with the By-Laws. Any such appeal:

- (1) must be in writing and received by the CEO within 14 days of the day on which the Member, Associate Member, Honorary Life Member or Individual Member was advised in writing of the Board's decision;
- (2) operates as a stay on the operation of any sanction imposed by the Board pending the determination of the Appeals Tribunal; and
- (3) must be conducted in accordance with the relevant By-Laws.

31.7. No amendment to the Constitution made or resolution passed by the Company in general meeting can invalidate any prior act of the Directors which would have been valid if that amendment to the Constitution or resolution had not been made or passed.

32. Borrowing Powers

Without limiting the generality of clause 34.1, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

33. Negotiable Instruments

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed, as the case may be:

- (1) by any two Directors;
- (2) by any Director and the Secretary of the Company;
- (3) by any Director and the CEO; or
- (4) in such other manner as the Directors determine from time to time.

34. Appointment of Attorney

34.1. The Board may appoint any person or persons to be the attorney or attorneys of the Company for the purposes, with the powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Board), for the period and subject to the conditions they think fit.

- 34.2. Any power of attorney may contain those provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit.

PROCEEDINGS OF DIRECTORS

35. Board Meetings

- 35.1. The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- 35.2. The Chief Executive Officer of Athletics Australia will be entitled to attend all Board meetings and to speak on all resolutions but not vote.
- 35.3. The minutes of any Board meeting must state the method of meeting and the persons present.

36. Convening of Meeting

The Chairman may at any time, and the Secretary of the Company must on the requisition of any two Directors, convene a Board meeting.

37. Notice of Meeting

- 37.1. Notice of every Board meeting must be given to each Director and the Chief Executive Officer of Athletics Australia except that it is not necessary to give notice of a Board meeting to any such person who:
- (1) has been given special leave of absence; or
 - (2) is absent from Australia and has not left a telephone or facsimile number or other address at which he or she may be given notice.
- 37.2. Any notice of a Board meeting may be given orally, including by telephone or by Notice in Writing.

38. Quorum

At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is fifty percent of the number of Directors. The Chief Executive Officer of Athletics Australia is not to be counted for the purpose of determining if a quorum is present.

39. Chairman, President and Vice-Chairman

- 39.1. The Chairman of the Company will be elected by the Directors and will hold office for a period of four years, or balance thereof, from the conclusion of the meeting at which he/she was elected a Director.
- 39.2. The Directors shall appoint a Vice-Chairman from amongst their number who, in the absence of the Chairman at a meeting of the Directors, may exercise all the powers and authorities of the Chairman.
- 39.3. The Chairman will chair all meetings of the Board, provided that if the Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chairman will preside, and provided further that if the Vice-Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present must appoint one of their number to be chairperson of the meeting.
- 39.4. The Chairman of the company will act as the President of Queensland Athletics.

40. Voting

40.1. Subject to this Constitution, questions arising at a Board meetings are decided by a majority of votes of Directors present and voting and any such decision is for all purposes deemed a decision of the Directors.

41. Circulated Resolutions

41.1. If all the Directors at that time present in Australia, and any Director absent from Australia who has left a facsimile number or electronic or other address at which he or she may be given notice, have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms is deemed to have been passed at a Board meeting held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.

41.2. For the purposes of clause 44, one, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors are deemed together to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.

41.3. A reference in clause 44.1 to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

41.4. Every resolution passed under clause 44.1 must as soon as practicable be entered in the minutes of the Board meetings.

41.5. A facsimile, telex, cable, telegram or similar means of communication addressed to or received by the Company and purporting to be signed by a Director for the purpose of this Constitution is deemed to be a document in writing signed by that Director.

42. Committees and Commissions

42.1. The Board may delegate any of its powers to committees consisting of those persons (whether Directors or otherwise) they think fit and may revoke the delegation.

42.2. Any committee formed under clause 45.1 must in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board and otherwise the meetings and proceedings of any committee are governed by the provisions in this Constitution regulating the meetings and proceedings of the Board.

43. Validation of Acts of Directors

All acts done at any Board meeting or of a committee appointed by the Directors or by any person acting as a Director are, although it is afterwards discovered that there was some defect in the appointment or continuance in office of any of the persons concerned or that any of them were disqualified or were not entitled to vote, as valid as if each of them had been duly appointed and had duly continued in office and was qualified to be a director and was entitled to vote.

DIRECTORS' INTERESTS

44. Existence of Interest

44.1. A Director may to the extent permitted by the Law:

- (1) hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with the office of Director;
- (2) enter into contracts or arrangements or have dealings with the Company either as vendor, purchaser mortgagee or otherwise; or

- (3) be interested in any contract, operation, undertaking or business entered into undertaken or assisted by the Company or in which the Company is or may be interested.

44.2. The Director is not because of entering into any relationship or transaction referred to in clause 54.1:

- (1) disqualified from the office of Director; or
- (2) liable to account to the Company for any profit arising from the relationship or transaction by reason of being a Director of the Company or of the fiduciary relationship between the Director and the Company.

44.3. For the purposes of clause 47.1 and 47.2 "**Company**" includes any subsidiary of the Company and any other company in which the Company or any subsidiary of the Company is or becomes a shareholder or is otherwise interested.

45. Disclosure of Interest

45.1. The nature of the Director's interest as referred to in clause 47.1 must be disclosed by the Director before or at the Board meeting at which the question of entering into the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first Board meeting after the Director becomes so interested.

45.2. It is the duty of each Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company to declare the nature of his or her interest in accordance with the provisions of the Law.

45.3. It is the duty of a Director of the Company who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his or her duties or interests as Director to declare the fact and the nature, character and extent of the conflict in accordance with the provisions of the Law.

46. Other Directorships and Shareholdings

46.1. A Director may be or become a director, officer, employee or member of any company promoted by the Company or in which it may be interested as a vendor, shareholder or otherwise and, subject to ratification by the Members in General Meeting, is not accountable for any benefits received as a director, officer, employee or member of the other company.

46.2. Subject to the Law:

- (1) the Directors may exercise the voting power conferred by the shares or other interest held by the Company in another company in favour of a resolution appointing themselves or any of them as Directors or other officers of the other company;
- (2) any Director may vote at a Board meeting in favour of a resolution that the Company exercises its voting power conferred by the shares or other interest held by the Company in the other company to appoint that Director as a director or other officer of the other company;
- (3) any Director may be appointed as representative of the Company and may vote at a general meeting of the other company in favour of a resolution appointing that Director as a director or other officer of the other company; and
- (4) a Director who is also a director of the other company may vote as a director of the other company in whatever manner he or she thinks fit, including voting in favour of a resolution appointing the Director to any other office in the other company and a resolution appointing any other Directors as directors or other officers of the other company.

INADVERTENT OMISSIONS

47. Formalities Omitted

Subject to clause 15, if some formality required by this Constitution is inadvertently omitted or is not carried out the omission does not invalidate any resolution, act, matter or thing which but for the omission would have been valid unless it is proved to the satisfaction of the Directors that the omission has directly prejudiced any Member financially. The decision of the Directors is final and binding on all Members.

SECRETARY

48. Term of Office

The Secretary of the Company holds office on such terms and conditions, as to remuneration and otherwise, as the Board determines. Where there is no Secretary so appointed, the CEO or such other person as the Directors may appoint will perform the duties of Secretary.

MINUTES

49. Minutes to be Kept

The Directors must carry out the obligations imposed on the Company by the Law to cause:

- (1) minutes of all proceedings of general meetings and of meetings of its Directors to be entered, within one month after the relevant meeting is held, in books kept for that purpose; and
 - (2) those minutes to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting;
- and
- (3) minutes of each general meeting will be circulated to persons entitled to attend that meeting within one month of that meeting; and
 - (4) a report summarising all non confidential decisions of the Board will be circulated to members within one month of the meeting at which they were made.

ACCOUNTS

50. Books of Account

The Directors will cause to be kept proper books of account in which must be recorded full, true and complete accounts of the affairs and transactions of the Company.

51. Location of Accounts

The books of account will be kept at the registered office of the Company or such place or places as the Board thinks fit and must be open to the inspection of the Directors during usual business hours.

52. Inspection of Accounts

The Directors will, subject to the provisions of the Law, determine whether and to what extent and at what time and place or places and under what conditions or provisions, the books of account of the Company or any of them will be open to the inspection of the Members not being Directors, and no Member (not being a Director) will have any right of inspecting the books of account or any other document of the Company unless and except as conferred by the Law or authorised by the Directors or by a resolution of the Company in general meeting.

53. Tabling of Accounts

At each annual general meeting the Directors will lay before the Company an audited profit and loss account and balance sheet in respect of the last completed Financial Year of the Company.

AUDITORS

54. Appointment of Auditor

The Board will appoint a person or persons or firm as the auditor or auditors of the Company in accordance with the Law, and cause the accounts of the Company to be examined and the correctness of the profit and loss account and the balance sheet to be ascertained.

55. Term of Office of Auditor

The first auditor or auditors will hold office until the first annual general meeting of the Company. At its first annual general meeting the Company will appoint a person or persons or firm as the auditor or auditors of the Company and an auditor so appointed will hold office until removal or resignation from office in accordance with the Law

Auditors' Fees

The reasonable fees and expenses of any auditor of the Company are payable by the Company.

56. Casual Vacancy

If any casual vacancy occurs in the office of auditor, the surviving or continuing auditor or auditors may act or if there is no surviving or continuing auditor of the Company, the Board will within one month of the vacancy appoint (unless the Company at a general meeting has appointed) a person or persons or firm as the auditor or auditors of the Company until the next general meeting following such appointment.

57. Right to Attend General Meetings

The auditor or auditors of the Company are entitled to notice of and to attend each general meeting of the Company.

SEAL

58. Company Seal

58.1. The Board must provide for the safe custody of the seal.

58.2. The seal of the Company may not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Directors duly authorised by the Board.

58.3. Every instrument to which the seal is affixed must be signed in the presence of at least two Directors or one Director and the Secretary of the Company or one Director and the CEO.

59. Affixing of Seal by Interested Director

59.1. A Director may sign or countersign as director any instrument to which the seal of the Company is affixed although the instrument relates to a contract, arrangement, dealing or other transaction in which he or she is interested and his or her signature is effective in regard to compliance with the requirements of this Constitution as to the affixing of the seal despite his or her interest.

59.2. No Director who is interested in a contract, arrangement, dealing or other transaction may sign on behalf of the Company any agreement or Deed related to such contract, arrangement, dealing or other transaction pursuant to section 127 of the Law.

NOTICES

60. Service of Notices

A notice may be given by the Company to any Member, Associate Member, Honorary Life Member, Individual Member, or Director either by serving it personally or by sending it by post, facsimile transmission or other means of electronic communication approved by the Board to the member at the address shown in the register of members or the address or facsimile number supplied by the Member, Associate Member, Honorary Life Member, Individual Member, or Director to the Company for the giving of notices.

61. Method of Service

61.1. If a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to be effected, on the next Business Day after the date of its posting. A notice or other document sent by post to an overseas member must be forwarded by air mail.

61.2. If a notice is sent by facsimile transmission, service of the notice is deemed to be effected by properly addressing the facsimile transmission and transmitting it to the number supplied to the Company for that purpose and to be effected on the next Business Day after the date of its transmission unless:

- (1) the Company's facsimile machine fails to issue a transmission report which shows that the relevant number of pages comprised in the notice has been sent; or
- (2) the addressee notifies the Company immediately that the notice was not fully received in a legible form.

61.3. If notice is sent by means of electronic communication approved by the Board, service of the notice is deemed to be effected on the next Business Day after the date of transmission unless the Company is advised that the transmission failed to send to the addressee.

INDEMNITY AND INSURANCE

62. Indemnity

To the extent permitted by the Law, the Company indemnifies:

- (1) every person who is or has been an officer of the Company; and
- (2) where the Board considers it appropriate to do so, any person who is or has been an officer of a related body corporate of the Company;

against any liability incurred by that person in his or her capacity as an officer of the Company or of the related body corporate (as the case may be):

- (3) to any other person (other than the Company or a related body corporate) unless the liability arises out of conduct involving a lack of good faith; and
- (4) for costs and expenses:
 - (a) in defending proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; and
 - (b) in connection with an application in relation to those proceedings, in which the Court grants relief to the person under the Law.

63. Insurance

63.1. The Company may, where the Board considers it appropriate to do so, pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Company against any of the following liabilities incurred by the person as such an officer, namely:

- (1) any liability which does not arise out of conduct involving:
 - (a) a wilful breach of duty in relation to the Company; or
 - (b) without limiting clause 67.1(1)(a), a contravention of section 182 or 183 of the Law; and
- (2) any liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, whatever their outcome, and without the qualifications set out in clause 67.1(1)(a) and (b).

63.2. In the case of a Director, any premium paid pursuant to this clause is paid in addition to remuneration paid to that director by the Company pursuant to this Constitution.

64. Director Voting on Contract of Indemnity or Insurance

64.1. Despite anything in this Constitution, a Director is not precluded from voting in respect of any contract or proposed contract of indemnity or insurance, merely because the contract indemnifies or insures or would indemnify or insure the Director against a liability incurred by the Director as an officer of the Company or of a related body corporate.

Adopted by Special Resolution of Queensland Athletic Association s Limited on:

Date: 1 June 2019

Desmond Johnston
Chairman