

**CORPORATIONS ACT
COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION OF AUSTRALIAN GOLF COURSE
SUPERINTENDENTS' ASSOCIATION LIMITED
(ACN 053 205 888)**

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**CORPORATIONS ACT
COMPANY LIMITED BY GUARANTEE**

CONSTITUTION

OF

**AUSTRALIAN GOLF COURSE SUPERINTENDENTS'
ASSOCIATION LIMITED (ACN 053 205 888)**

1. NAME

The name of the company is Australian Golf Course Superintendents' Association Limited.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

"**Act**" means the Corporations Act 2001.

"**Ancillary Staff Member**" has the meaning given to it in clause 10.2(c).

"**Assistant Superintendent**" means a person holding the position of assistant to a Golf Course Superintendent at a golf club.

"**Assistant Superintendent Member**" has the meaning given to it in clause 10.3(b).

"**Associate Member**" has the meaning given to it in clause 10.2(f).

"**Association**" means the Australian Golf Course Superintendents' Association Limited (ACN 053 205 888).

"**Board of Directors**" means the President and other Directors of the Association holding office under this Constitution and acting as a body.

"**Category**" means a category of membership of the Association as set out in this Constitution.

"**Chief Executive Officer/General Manager**" means the Chief Executive Officer/General Manager appointed by the Board having the functions as set out in this Constitution.

"**Constitution**" means this constitution of the Association which amends the Memorandum and Articles of Association.

"**Consultant Member**" has the meaning given to it in clause 10.2(d).

"**Director**" means any person elected as a director to the Board of Directors.

"Financial Year" means the year ending 31 May in each year.

"General Meeting" means the annual or any special general meeting of the Association.

"Golf Course Superintendent" means a suitably qualified person holding the position, role or function of golf course superintendent, course manager, curator or head greenkeeper at a golf club.

"Honorary Member" has the meaning given to it in clause 10.3(h).

"Intellectual Property" means all trade marks, logos, service marks, trade names, business names, copyrights, designs, patents, inventions, publications, images (including photographs, videos or films), processes and other technical know-how and other rights (whether registered or unregistered) in or relating to intellectual and industrial property and applications for them or licence agreements or other arrangements under which a person has the right to use any of them.

"International Member" has the meaning given to it in clause 10.2(e).

"Life Member" has the meaning given to it in clause 10.2(i).

"Member(s)" means a person or persons who are a member of one of the categories of membership of the Association as set out in clause 10.

"Memorandum and Articles" means the Memorandum and Articles of Association of the Association (as amended from time to time) under which the Association was incorporated and in force until the date upon which the Members accept this Constitution.

"Objects" means the objects of the Association in clause 3 of this Constitution.

"President" means the person elected as president of the Board under this Constitution.

"Proxy Form" means the proxy form is referred to in clauses 37.5 and 37.6.

"Regulations" means any regulations made by the Board under this Constitution.

"Request" means the request of Members referred to in clauses 27.3, 27.4 and 27.5.

"Secretary" means the secretary of the Board under this Constitution.

"Special Resolution" means a resolution:

- (a) of which at least twenty-one (21) days notice has been given in accordance with the Act; and
- (b) that has been passed by at least 75% of the votes cast by Members present and entitled to vote on the resolution.

"State" means all the states and territories of Australia.

"Student Member" has the meaning given to it in clause 10.2(g).

"Sub-Category" means a sub-category of a Category of membership created by the Board in accordance with this Constitution or the Regulations.

"Superintendent Member" has the meaning given to it in clause 10.2(a).

2.2 Interpretation

- (a) Expressions referring to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
- (b) In this Constitution:
 - (i) a reference to a function includes a reference to a power, authority or duty;
 - (ii) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
 - (iii) words importing the singular include the plural and vice versa;
 - (iv) words importing any gender include the other gender;
 - (v) references to persons include corporations and bodies politic;
 - (vi) references to a person include the legal personal representatives, successors and permitted assigns of that person;
 - (vii) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction).
- (c) If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise it must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Constitution or affecting the validity or enforceability of that provision in any other jurisdiction.
- (d) Except where the contrary intention appears in this Constitution, an expression in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, has the same meaning as in that provision of the Act.

- (e) The replaceable rules referred to in the Act are displaced by this Constitution.

3. OBJECTS OF THE COMPANY

3.1 The Association is established solely to further the following objects:

- (a) improve golf courses and further the knowledge of Golf Course Superintendents;
- (b) arrange regular meetings of Members;
- (c) invite recognised authorities to discuss and demonstrate aspects of turf culture;
- (d) give mutual assistance to Members by the exchange of views at organised meetings;
- (e) foster good relationships and co-operation with other associations interested in growing, producing and managing turf grasses;
- (f) encourage golf course employees to attend recognised classes of instruction in golf course maintenance;
- (g) promote liaison between Golf Course Superintendents and golf club officials;
- (h) foster good relationships with state and national golf associations;
- (i) arrange field days and conferences of the Association and organise delegations interstate and overseas;
- (j) promote improvement of the status of Golf Course Superintendents;
- (k) continue to administer the assets and the liabilities of the Australian Golf Course Superintendents' Association;
- (l) subscribe to, become a member of and co-operate with any other association or organisation whether incorporated or not whose objects are altogether or in part similar to the Objects but the Association must not subscribe to or support with its funds any association or organisation which does not prohibit the distribution of its income and property among its Members to at least the same extent as that imposed on the Association under this Constitution;
- (m) establish and support or aid in the establishment and support of associations, institutions, funds and trusts intended to;
 - (i) benefit employees or past employees of the Association or the dependents or connections of any such person;
 - (ii) grant pensions, superannuation benefits and allowances;

- (iii) make payments towards insurance including reimburse payment of premiums of liability insurance for Board Members, the Chief Executive Officer and other officers of the Association; and
- (iv) subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object.
- (n) pursue through itself or another entity commercial arrangements including sponsorship and marketing, research and development and other opportunities which are appropriate and within the scope of the Objects; and
- (o) do all things necessary, incidental or conducive to the advancement of the Objects.

4. **POWERS OF THE ASSOCIATION**

Solely for the purpose of furthering the Objects, the Association has the legal capacity and powers set out in section 124 of the Act.

5. **APPLICATION OF INCOME**

- 5.1 The income and property of the Association shall be applied solely towards the promotion and furtherance of the Objects.
- 5.2 No portion of the income or property of the Association shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to any Member.
- 5.3 No remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- 5.4 Despite clauses 5.2 or 5.3 the Association may pay in good faith any officer of the Association or Member for:
 - (a) any services actually rendered to the Association in the ordinary and usual course of business of the Association;
 - (b) goods supplied to the Association in the ordinary and usual course of business of the Association;
 - (c) interest on money borrowed from any Member for any purpose of the Association;
 - (d) rent for premises leased by any Member to the Association; or
 - (e) any out-of-pocket expenses incurred by the Member on behalf of the Association provided that any such payment must not exceed the amount ordinarily payable between commercial parties dealing at arm's length in a similar transaction.

6. LIABILITY OF MEMBERS

The liability of Members is limited.

7. CONTRIBUTIONS BY MEMBERS

Every Member undertakes to contribute to the assets of the Association if the Association is wound up while he is a Member or within one year after he ceases to be a Member, to pay:

- (a) the debts and liabilities of the Association incurred before he ceases to be a Member;
- (b) the costs, charges and expenses of winding up; and
- (c) an adjustment of the rights of contributors among themselves in the amount required but not exceeding two dollars (\$2.00).

8. DISTRIBUTION OF PROPERTY ON WINDING UP

- 8.1 On a winding up or dissolution of the Association, no property or assets of the Association which remain after satisfaction of all the Association's debts and liabilities, shall be paid to or distributed amongst the Members.
- 8.2 Any remaining property or assets must be paid to or distributed to an organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property amongst members at least to the same extent as is imposed on the Association under this Constitution.
- 8.3 The Members must determine which organisation is to receive any remaining property or assets at or before the time of winding up or dissolution, in default of which it shall be determined by a Justice of the Supreme Court of Victoria or other judicial body or authority that has or acquires jurisdiction to make such a determination.

9. ACCOUNTS

- 9.1 The Board must ensure that all monies of the Association are collected and received and that all payments authorised by the Association are made and that correct books of account are kept showing the financial affairs of the Association.
- 9.2 The Association must keep true accounts of:
 - (a) all monies received and expended by the Association and the manner in which receipts and expenditure takes place; and
 - (b) the property, assets and liabilities of the Association.

- 9.3 Subject to any reasonable restrictions as to the time and manner of inspecting the accounts that may be imposed under this Constitution, the accounts shall be available for inspection by Members.
- 9.4 At least once in every year, the Board must have the accounts of the Association examined by one or more properly qualified auditors to ascertain the correctness of the balance sheet and the Board must report to the Members in accordance with the Act.

10. CATEGORIES OF MEMBERS

10.1 The Board may determine from time to time the maximum number of Members of the Association.

10.2 In this Constitution:

- (a) **“Superintendent Member”** means a Member who is a Golf Course Superintendent as that term is defined in clause 2.1.
- (b) **“Assistant Superintendent Member”** means a Member who is an Assistant Superintendent as that term is defined in clause 2.1.
- (c) **“Ancillary Staff Member”** means a Member who is a foreman or other ground staff employed at a golf course.
- (d) **“Consultant Member”** means a Member who is engaged by a golf club as a consultant and not as an employee to carry out functions similar to that of a Golf Course Superintendent.
- (e) **“International Member”** means a person who is a Golf Course Superintendent of a golf club in a country other than Australia.
- (f) **“Associate Member”** means a person, company or other entity having, in the opinion of the Board, a common interest in turf management and maintenance and includes, but is not limited to, consultants, sports turf managers, non-golf ground staff and retired Members.
- (g) **“Student Member”** means a person:
 - (i) whose occupation is that of a full time or part time student;
 - (ii) who is an indentured greenkeeper and employed at a golf club;
or
 - (iii) undergoing a course of instruction approved by the Board
 and who is under 21 years of age on 1 June in the year he or she applies for membership.

- (h) “**Honorary Member**” means a person who has been granted honorary membership of the Association by the Board under this Constitution or the Memorandum and Articles of Association for services given by the person to the Association or otherwise has been invited by the Board to be an honorary member.
- (i) “**Life Member**” means a person who has been granted life membership of the Association by the Board under this Constitution or the Memorandum and Articles of Association.

10.3 Membership of the Association is divided into nine (9) Categories as follows:

- (a) Superintendent Members;
- (b) Assistant Superintendent Members;
- (c) Ancillary Staff Members;
- (d) Consultant Members;
- (e) International Members;
- (f) Associate Members;
- (g) Student Members;
- (h) Honorary Members;
- (i) Life Members; and

10.4 The rights and privileges of each Category referred to in clause 10.3 are:

- (a) Superintendent Members have all rights and privileges of membership of the Association including voting rights under this Constitution and they are eligible to be elected as a Board Member or other office holder of the Association.
- (b) Assistant Superintendent Members have all rights and privileges of membership of the Association except they do not have the right to vote or be eligible to be elected as a Board Member or other officeholder of the Association.
- (c) Ancillary Staff Members have all rights and privileges of membership of the Association except they do not have the right to vote or be eligible to be elected as a Board Member or other officeholder of the Association.
- (d) Consultant Members have all the rights and privileges of membership of the Association except they do not have the right to vote or be eligible to be elected as a Board Member or other officeholder of the Association.

- (e) International Members have all rights and privileges of membership of the Association except they do not have the right to vote or be eligible to be elected as a Board Member or other officeholder of the Association.
- (f) Associate Members have all rights and privileges of membership of the Association except they do not have the right to vote or be eligible to be elected as a Board Member or other officeholder of the Association.
- (g) Student Members have all rights and privileges of membership of the Association except they do not have the right to vote or be eligible to be elected as a Board Member or other officeholder of the Association.
- (h) Honorary Members have all rights and privileges of membership of the Association except they do not have the right to vote or be eligible to be elected as a Board Member or other officeholder of the Association.
- (i) Life Members have all rights and privileges of membership including voting rights in accordance with this Constitution and they are eligible to be elected as a Board Member or other officeholder of the Association.

10.5 The Board may from time to time by Regulation create new Categories or Sub-Categories.

11. APPLICATION FOR MEMBERSHIP

11.1 Every candidate for membership of the Association must lodge his application with the Chief Executive Officer/General Manager/General Manager accompanied by:

- (a) satisfactory evidence of qualification for membership; and
- (b) the first year's subscription for the Category or Sub-Category for which he seeks admission.

11.2 The Board has the sole and absolute discretion to determine a candidate's eligibility for membership for the relevant Category or Sub-Category.

11.3 The Board must refund to the Member any monies received in excess of the first year's subscription. If the application for membership is rejected, the Board must refund all monies tendered by the candidate.

11.4 Applications for membership must be considered by the Board as soon as practicable at a duly convened meeting of the Board. The Board may reject any application for membership without assigning any reason for rejection. To be admitted to membership, a candidate must receive a majority of votes in favour of admission. If the application for membership fails to receive a majority of votes the candidate must not be admitted to membership.

11.5 The Secretary must keep at the offices of the Association, the Register of Members setting out the name, occupation and address of each Member, Category or Sub-Category of membership and the date of the latest payment by each member of subscriptions and fees. Members must notify the Secretary of any change in occupation or address. Upon application by member in writing, the Secretary must make a copy of the Register of Members available to a Member.

12. MEMBERSHIP

12.1 The Members acknowledge and agree:

- (a) this Constitution constitutes a contract between each of them and the Association and they are bound by the Constitution and the Regulations;
- (b) they will comply with and observe the Constitution, any Regulations and any determination or resolution made or passed by the Board;
- (c) by submitting to the Constitution they are subject to the jurisdiction of the Association;
- (d) the Constitution and the Regulations are necessary and reasonable for promoting the Objects;
- (e) to pay the entrance fee (if any), annual subscriptions and other fees and charges prescribed by this Constitution or Regulations; and
- (f) they are entitled to the benefits, advantages, privileges of membership for the Category in which they are admitted to membership while they are Members.

12.2 If a Member wishes to transfer from one Category to another, the Member must apply to the Board in writing providing proof of the relevant qualifications for membership of that Category. Transfer by a Member from one Category to another Category will have no effect until the transfer is approved by the Board and the Member has been notified in writing by the Board.

12.3 Any Member will cease to be a Member if the person:

- (a) resigns as a Member;
 - (b) dies;
 - (c) is expelled from the Association; or
- refuses, fails or neglects to pay any annual subscriptions or other fees payable by Members under this Constitution.

13. SUBSCRIPTIONS AND FEES

13.1 The annual subscription and any fees payable by Members to the Association and the time for and manner of payment shall be as determined by the Board from time to time.

- 13.2 The Board will determine from time to time by Regulation the entrance fee (which shall not be less than \$1.00) and annual subscriptions payable for each Category or Sub-Category and any other fees or charges.
- 13.3 The Board must not increase the annual subscription for any Category or Sub-Category at any one time by more than fifty per cent (50%) of the subscription payable immediately before the increase and may not increase entrance fees or annual subscriptions more than once in any Financial Year.
- 13.4 Annual subscriptions must be paid by Members annually in advance before 1 July in every calendar year.
- 13.5 Any Member whose subscriptions and/or fees have not been paid and received by 1 August in each year shall not be entitled to any of the benefits, advantages, privileges or services of the Association unless otherwise approved in writing by the Board. The Secretary may upon direction by the Board notify a Member in writing that subscriptions or fees are unpaid and if the subscriptions and/or fees remain unpaid for a further period of one (1) month after notification, the Board may by resolution cancel the Member's membership and debar the Member from all privileges of membership and his name may be removed by resolution of the Board from the register of Members.
- 13.6 The Board may at any time or times at its discretion suspend the payment of entrance fees either generally or in respect of any individual Member and the Board has discretion to determine or waive the entrance fee chargeable to any Member.

14. RESIGNATION OR DISCONTINUANCE OF MEMBERSHIP

- 14.1 A Member may resign his membership of the Association upon giving written notice of his intention to resign to the Chief Executive Officer/General Manager on or before the date when the next annual subscription is payable.
- 14.2 A Member who ceases to be a Member either under this clause or under clause 14.1 will forfeit all rights in a claims upon the Association and its property including its Intellectual Property.

15. MEMBERS OBLIGATIONS

- 15.1 Each Member agrees to:
- (a) do all that is reasonably necessary to enable the Objects to be achieved;
 - (b) act in good faith and loyalty to ensure the maintenance and enhancement of the Association, its standards and reputation for the collective and mutual benefit of the Members;
 - (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards or reputation of the Association; and
 - (d) not to bring the Association or any other Member into disrepute.

16. DISCIPLINE OF MEMBERS

16.1 If the Board considers in its discretion a Member:

- (a) has persistently breached or refused or neglected to comply with the provision or provisions of the Constitution or the Regulations or any other resolution or determination of the Board; or
- (b) is guilty of any offensive, unseemly or other conduct detrimental to the Objects or interests of the Association; or
- (c) prejudiced the Association or engaged in conduct likely to bring the Association into disrepute,

the Board may request the Member to attend a Board Meeting to explain the conduct complained of. The Board's request must be in writing signed on behalf of the Board and set out brief particulars of the conduct complained of and must be given to the Member and all members of the Board at least seven (7) days before the date of the meeting at which the Member is requested to attend.

16.2 At the Board meeting at which the Member is requested to attend, the Member must be provided with full details of the allegations made against him and given a fair and reasonable opportunity to respond to the allegations.

16.3 If the Board finds the conduct complained of is proven it may expel, suspend or caution the Member.

16.4 The Board may not expel the Member unless at least two-thirds of Board Members present and voting at the meeting vote in favour of expelling the Member. Any Member expelled under this clause will forfeit all subscriptions previously paid by him and all rights in or any claim upon the property of the Association.

16.5 A Member suspended under this clause must not during any period of suspension be in or upon any premises of the Association or hold himself out as a Member or representing the Association in any capacity whatsoever.

17. BOARD OF DIRECTORS

17.1 The Board will comprise four (4) Directors holding the following offices:

- (a) President; and
- (b) Three (3) Directors.

17.2 Directors will each be elected for a term of two (2) years but subject to clause 17.5, to ensure that rotating terms for Directors are maintained.

- 17.3 Half the number of Directors must retire at each Annual General Meeting. Each retiring Director is eligible for re-election.
- 17.4 The Directors who are to retire are those who have been longest in office since they were last elected but, if there are more than half the Directors elected on the same day, the Board must determine which of the Directors are to retire.
- 17.5 If, because of the operation of clauses 17.7 and 17.8, more than half the Directors are to retire at any Annual General Meeting, the Directors, at the first meeting of the Board after the Annual General Meeting, must determine that two of them (excluding the President) are to hold office for a period of one (1) year only in order to maintain rotating terms for Directors.
- 17.6 Those Directors who are to hold office for only one (1) year under the preceding sub-clause must retire at the next Annual General Meeting and are eligible for re-election.
- 17.7 The Directors may at any time appoint a person to be a Director to fill a casual vacancy or as an additional Director but so that the total number of Directors does not at any time exceed the maximum number of Directors determined from time to time by the Directors.
- 17.8 Any Director appointed under clause 17.7 holds office only until the next following Annual General Meeting and must then retire. The Director is eligible for re-election.
- 17.9 Nominations for the election of President and Directors for positions vacant at each Annual General Meeting must be made in writing by a Member holding voting rights, be signed by the nominating Member and lodged with the Secretary at least forty-two (42) days before the Annual General Meeting.
- 17.10 Nominees for President or Director must be a Superintendent Member having held AGCSA membership for the three (3) consecutive years prior to their nomination.
- 17.11 If there be only the required number of nominees to fill the vacancies, the Chairman of the Annual General Meeting shall declare those nominees duly elected.
- 17.12 If there be more than the required number of nominees nominated, the Secretary must circulate a ballot paper listing all nominees to all Members entitled to vote so that, in the ordinary course of post, the notice is received at least twenty-one (21) days before the Annual General Meeting. The ballot paper must identify the nominees for the positions of President and Director to enable voting Members to vote for the relevant positions.
- 17.13 Each Member eligible to and wishing to vote must complete the ballot paper and return it to the Secretary so that the ballot paper is received by the Returning Officer at least seven (7) days prior to the Annual General Meeting.

- 17.14 The results of the ballot must be announced at the Annual General Meeting and recorded in the minutes of that meeting.
- 17.15 If no Member is nominated to the office of President or there are insufficient numbers of nominees to fill the positions of Director, a statement to that effect must be set out in the Notice convening the Annual General Meeting and nominations may be made verbally at the Annual General Meeting and (if accepted by the nominee) an election may be held at the Annual General Meeting.
- 17.16 A returning officer and two scrutineers must be appointed by the Board to oversee the election of the Directors. The returning officer must not be a Member entitled to vote and may be selected from representatives of the auditors or solicitors of the Association for the time being.
- 17.17 The decision of the returning officer as to the formality or informality of any vote shall be final.
- 17.18 If two (2) or more candidates for a vacancy obtain an equal number of votes the Chairman of the Annual General Meeting must determine between them by lot which of them shall be excluded.
- 17.19 If the office of President becomes vacant during the term of the Board, the Board may fill that vacancy under clause 17.7.
- 17.20 The Association may from time to time by ordinary resolution passed at a General Meeting increase or reduce the number of Directors.

18. REMUNERATION OF DIRECTORS

- 18.1 Subject to this Constitution, neither the Directors nor any Office Bearer (other than the Chief Executive Officer/General Manager) are entitled to be paid remuneration. The Directors may be paid:
 - (a) travelling and other expenses that they properly incur in attending Board meetings or any meetings of committees of the Board, attending any General Meetings and in connection with the Association's business;
 - (b) for services actually rendered to the Association; or
 - (c) reimbursed interest on money borrowed from any Member for any purposes of the Association.

19. VACATION OF OFFICE OF DIRECTOR

The office of a Director (including the President) is automatically vacated if the Director:

- (a) becomes bankrupt;

- (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) ceases to be a Member entitled to hold office;
- (d) resigns office by written notice to the Association;
- (e) is absent without the consent of the Directors from meetings of the Directors held during an aggregate period of six (6) months in any one (1) year;
- (f) without the consent of the Association in General Meeting holds any office of profit in the Association except that of Chief Executive Officer/General Manager;
- (g) becomes prohibited from being a director by virtue of the Act;
- (h) accepts remuneration, payment or other benefits from the Association other than in accordance with this Constitution;
- (i) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of the interest in the manner required by the Act;
- (j) is removed by resolution in General Meeting;
- (k) brings the Association into disrepute; or
- (l) dies.

20. MANAGEMENT OF THE ASSOCIATION

The business of the Association is to be managed by or under the direction of the Board.

21. CHIEF EXECUTIVE OFFICER/GENERAL MANAGER

- 21.1 The Chief Executive Officer/General Manager shall act as Secretary and shall be appointed as such by the Board in accordance with the Act but otherwise for such term, and upon such conditions as the Board thinks fit.
- 21.2 The Company shall be managed by the Chief Executive Officer/General Manager who may exercise all powers of the Association which are not, under the Act or this Constitution, required to be exercised by the Board or in General Meeting.
- 21.3 The Chief Executive Officer/General Manager shall administer the Association under the direction of the Board and in accordance with this Constitution, the Regulations and all policies of the Association.

22. GENERAL POWERS OF THE BOARD

- 22.1 The Board may exercise all of the powers of the Association except any powers that the Act or this Constitution requires to be exercised in General Meeting.
- 22.2 The Directors shall elect one of their number apart from the President to the office of Treasurer.
- 22.3 The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Association. Any such power of attorney may delegate all or any of the powers, authorities and discretions vested in or exercisable by the Directors, for such purposes and for such period and subject to such conditions as they think fit.

23. NEGOTIABLE INSTRUMENTS

Any two Directors may sign, draw, accept, endorse or otherwise execute cheques or other negotiable instruments. This provision is subject to the Board determining that cheques or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed in a different way.

24. OFFICIAL SEALS

The Board may exercise all the powers of the Association in relation to any official seal.

25. REGULATIONS

- 25.1 The Board may, from time to time, make Regulations or alter or repeal Regulations as it deems necessary or expedient or convenient for the proper conduct and management of the Association including, but not limited to, Regulations relating to:
- (a) The rights and privileges afforded to Categories and Sub-Categories of membership;
 - (b) The use of the Association's premises by a Member;
 - (c) The use of other premises by the Association;
 - (d) Arrangements with any other Association or society for reciprocal concessions or otherwise;
 - (e) Develop a Code of Ethics for the Association for the conduct of Members in relation to one another and the Association and its employees and servants;
 - (f) The imposition of fines for the breach of this Constitution or any Regulation;
 - (g) The procedure at General Meetings and meetings of the Directors;

- (h) Formulation and adoption of appropriate policies including policies in relation to privacy, sexual harassment, equal opportunity, equity, drugs, health, safety, infectious diseases and other matters as arise from time to time;
 - (i) Generally all other matters which are commonly the subject matter of Regulations of associations and companies.
- 25.2 The Board will use all reasonable endeavours to bring the Regulations to the notice of Members.
- 25.3 All Regulations, while they remain in force, are binding upon all Members.
- 25.4 No Regulation may affect or repeal anything contained in this Constitution.
- 25.5 A Regulation may be set aside by a special resolution of a General Meeting of the Association.

26. **MINUTES**

- 26.1 The Board will cause minute books to be kept in which the Association records within one (1) month after the date on which it occurs:
- (a) proceedings and resolutions of General Meetings and other meetings of Members;
 - (b) proceedings and resolutions of Board meetings (including meetings of a committee of the Board);
 - (c) resolutions passed by Members without a meeting; and
 - (d) resolutions passed by the Board without a meeting.
- 26.2 The Board must ensure that minutes of a meeting are signed within a reasonable time after the meeting by the Chairman of the meeting or the Chairman of the next meeting. The Board must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution was passed.

27. **GENERAL MEETINGS**

- 27.1 An Annual General Meeting shall be held at least once in every calendar year not later than fifteen (15) months after the holding of the last preceding Annual General Meeting. The Annual General Meeting will be held at a place to be determined by the Board.
- 27.2 All General Meetings other than the Annual General Meeting shall be called Special General Meetings.
- 27.3 The Board must convene a Special General Meeting at the request of Members representing at least one-tenth (1/10th) of the voting rights of all Members having voting rights at the date of the request ("the Request").

- 27.4 The Request must be deposited at the registered office of the Association and must be in writing and:
- (a) Must state the object of the meeting;
 - (b) Must be signed by all Members requesting the meeting; and
 - (c) May consist of several requests in like form each signed by one or more of the Members requesting the meeting.
- 27.5 The Board must convene the Special General Meeting within twenty-one (21) days of receipt of the Request. If the Board does not convene the meeting within the period of twenty-one (21) days, then the Members may convene the meeting themselves if at least one half of those Members signing the Request agree to do so provided it is held within three (3) months of the Request being deposited.
- 27.6 If a resolution is to be proposed as a special resolution at a Special General Meeting, the Board will be deemed not to have duly convened the meeting if it does not give the notice required by the Act for the proposing of a special resolution.
- 27.7 A Special General Meeting must be convened in the same manner as nearly as possible as that for the convening of a Board Meeting.

28. **NOTICE OF MEETING**

- 28.1 Subject to the provisions of the Act relating to agreements for shorter notice, not less than twenty-one (21) days written notice (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) must be given of any General Meeting. The notice must set out:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
 - (b) state the general nature of the business to be transacted at the meeting; and
 - (c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution.
- 28.2 Any business transacted at a General Meeting will be deemed to be special with the exception of the consideration of the accounts, balance sheets and ordinary reports of the Board and Auditor or Auditors and the election of Directors.
- 28.3 Notice of the meeting must be given in the manner prescribed in this Constitution for General Meetings but the non-receipt of a notice by any Member will not invalidate the proceedings of any General Meeting.

29. PLACE OF MEETING

The Association may hold a Special General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

30. QUORUM

30.1 No business shall be transacted at any General Meeting until a quorum of members is present at the time when the meeting proceeds to business.

30.2 A quorum for a General Meeting is ten (10) members entitled to vote in person or by proxy. The quorum must be present at all times during the meeting.

30.3 If a quorum is not present within half an hour from the time appointed for the meeting:

(a) where the meeting was convened upon the requisition of members, the meeting shall be dissolved; or in any other case; and

(b) the meeting stands adjourned to such day, and at such time and place, as the Directors determine.

30.4 If, at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting:

(a) two (2) members constitute a quorum; or

(b) where two (2) members are not present, the meeting shall be dissolved.

31. CHAIR OF GENERAL MEETING

The President will act as Chairman at every General Meeting of the Association. If the President is not present within fifteen (15) minutes after the time appointed for holding the meeting or is unwilling to act, a Board Member will act as Chairman. If no Board Member is present or willing to act the Members present who are entitled to vote may choose one of their number to be Chairman of the meeting.

32. ADJOURNMENT GENERALLY

32.1 The Chairman may, with the consent of Members at 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. No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

32.2 When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

32.3 Except as provided in clause 32.1 it is not necessary to give notice of any adjournment of the business to be transacted at an adjourned meeting.

33. **RESOLUTIONS**

- 33.1 A resolution put to vote of the meeting shall be decided on a show of hands. A poll may (before or on the declaration of the result of the voting) be demanded:
- (a) by the Chairman;
 - (b) at least three (3) Members present in person or by proxy;
 - (c) by a Member or Members present in person or by proxy and representing not less than one-tenth (1/10th) of the total voting rights of all Members having the right to vote at the meeting.
- 33.2 Unless a poll is demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost on a show of hands, an entry to that effect in the minutes of the proceedings of the Association, is conclusive evidence of the fact. Neither the Chairman nor the minutes need state the number or proportion of the votes recorded in favour or against the resolution.
- 33.3 The demand for a poll may be withdrawn.
- 33.4 If a poll is demanded, it shall be taken when and in the manner directed by the Chairman. The result of the poll shall be the resolution of the meeting at which the poll was demanded.
- 33.5 A poll demanded by the Chairman or on a question of adjournment must be taken immediately.

34. **CASTING VOTE**

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting, in addition to his deliberative vote (if any), has a casting vote.

35. **ENTITLEMENT TO VOTE**

No Member is entitled to vote or be represented at any General Meeting unless all sums presently payable by the Member under this Constitution or the Regulations have been paid.

36. **DISALLOWANCE OF VOTE**

- 36.1 A challenge to a right to vote at a General Meeting:
- (a) May only be made at the meeting; and
 - (b) Must be determined by the Chairman whose decision is final.
- 36.2 A vote not disallowed pursuant to such an objection is valid for all purposes.

37. PROXY VOTING

- 37.1 Proxy voting is permitted at General Meetings.
- 37.2 An instrument appointing a proxy must be in writing signed by the appointer or his attorney who must be authorised in writing or, if the appointer is a corporation, the attorney must be authorised by the corporation in writing with the corporation’s seal affixed or signed in accordance with section 127 of the Act.
- 37.3 A notice appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution or that the proxy is not entitled to vote on the resolution except as specified in the notice.
- 37.4 A notice appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 37.5 A notice appointing a proxy shall be in the following form or in any other form as is determined by the Board from time to time (“Proxy Form”): Australian Golf Course Superintendents Association Limited

*"I/We.....of.....
 being a Member/Members of the abovenamed company, hereby
 appoint.....of.....
 or, in his absence,.....of.....
as my/our proxy to vote for me/us on
 my/our behalf at any adjournment of that meeting.*

*+This form is to be used *in favour of the resolution *against*

Signed this day of 20____.

**Strike out whichever is not desired. +To be inserted if desired.*

- 37.6 A Proxy Form will not be treated as valid unless the Proxy Form and any power of attorney or other authority (if any) (or a certified copy of it) under which the Proxy Form is signed is or are deposited at the registered office of the Association or other place specified by the Association for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting at which the person named in the Proxy Form proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll.

38. PROCEEDINGS OF THE BOARD

- 38.1 The Directors may meet together to deal with the business of the Association and adjourn and otherwise regulate their meetings as they think fit.
- 38.2 A Director may at any time, and the Secretary must, on the requisition of a Director, convene a meeting of the Directors.

- 38.3 Subject to this Constitution, questions arising at a meeting of Directors shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.
- 38.4 In the case of an equality of votes, the Chairman of the meeting, in addition to his deliberative vote (if any), has a casting vote.
- 38.5 The President shall preside as Chairman at every meeting of the Board or if there is no President or if at the meeting he is not present within ten (10) minutes after the time appointed for holding the meeting the Directors may choose one of their number to be Chairman of the meeting.
- 38.6 The quorum necessary for the transaction of the business of the Board at any time shall be three (3) Directors.
- 38.7 Where there is a vacancy or vacancies in the office of a Director, if the number of remaining directors is not sufficient to constitute a quorum at a meeting of directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or for convening a General Meeting of the Association.
39. **COMMITTEES**
- 39.1 The Directors may delegate any of their powers to a committee or committees consisting of any number of Directors as they think fit.
- 39.2 A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and power so exercised by the Directors.
- 39.3 The members of a committee may elect one of their number as Chairman of their meetings.
- 39.4 Where such a meeting is held and:
- (a) a Chairman has not been elected as provided by the preceding subclause; or
 - (b) the Chairman is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present may elect one of their number to be chairman of the meeting.
- 39.5 A committee may meet and adjourn as it thinks proper.
- 39.6 Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.
- 39.7 In the case of an equality of votes, the Chairman, in addition to his deliberative vote (if any), has a casting vote.

40. **VALIDITY OF DIRECTORS' ACTS**

- 40.1 If all the Directors 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 shall be deemed to have been passed at meeting of the Directors held on the date and at the time at which the document was last signed or, if the directors signed the document on different days, on the date and time at which the document was last signed by a Director.
- 40.2 For the purposes of the proceeding sub-clause, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed 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.
- 40.3 A reference in clause 40.1 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.
- 40.4 Even if it is afterwards discovered that there was some defect in the appointment of a person to act as a Director or member of a committee or that person was disqualified, all acts done by any meeting of the Directors or of a committee of Directors or by a person acting as a Director are valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

41. **INSPECTION OF RECORDS**

The Directors shall determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Association or any of them will be open to the inspection of members other than Directors, and a member other than a Director does not have the right to inspect any document of the Association except as provided by law or authorised by the Directors or by the Association in general meeting.

42. **AUDIT**

The Board must appoint a properly qualified Auditor or Auditors and fix the remuneration and duties of the Auditor in accordance with the Act and this Constitution.

43. **NOTICES**

- 43.1 A notice may be given by the Association to any Member either by serving it on him personally or by sending it by post or facsimile to him at his address supplied by him to the Association for the giving of notices to him.
- 43.2 Where a notice is sent by post, service of the notice shall be determined to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected, in the case of notice of a meeting, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.

- 43.3 Where a notice is sent by facsimile, service of the notice shall be determined to be effected if sent by 5.00pm on a business day, on the date of receipt by the sender from the sender's facsimile machine of an acknowledgment of error free transmission in legible form or, if sent after 5.00pm on a business day, on the next business day following the day of receipt by the sender from the sender's facsimile machine of an acknowledgment of error free transmission in legible form.

44. **WINDING UP**

The provisions of the Act relating to the winding up or dissolution of the Association shall have effect and be observed as if the same were repeated in this Constitution.

45. **INDEMNITY**

- 45.1 Every person who is, or has been, a member of the Board of Directors or other officer of the Association shall be indemnified out of the assets of the Association against all liability incurred by such person in their capacity as Director or other officer to another person (other than the Association or related body corporate), except for liability arising out of conduct involving a lack of good faith.

- 45.2 Every person who is, or has been, a member of the Board of Directors or other officer of the Association shall be indemnified against all liability for costs and expenses incurred by such person:

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

- 45.3 The Association may, at the direction of the Board, pay a premium at the relevant intervals in respect of a contract insuring a person who is, or has been, a member of the Board of Directors or other officer of the Association against liability incurred by such person in his/her capacity as Director or officer, except for liability for a willful breach of a duty to the Association or a contravention of subsections 232(5) or (6) of the Act.

- 45.4 The Association may, at the discretion of the Board, pay at the relevant intervals a premium in respect of a contract insuring a person who is, or has been, a Member of the Board of Directors or other Officer of the Association against liability for costs and expenses incurred by such person in defending proceedings, whether civil or criminal and whatever their outcome, arising out of his or her role as Director or Officer of the Association.