



CONSTITUTION

of

TENNIS ACT LIMITED

Amended 9 November 2016

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CORPORATIONS ACT 2001 (CTH)

A Company Limited by Guarantee

**CONSTITUTION
of
TENNIS ACT LIMITED**

1. TENNIS ACT

1.1. Name of the company

The name of the company is "Tennis ACT Limited" ("Tennis ACT").

1.2. The nature of Tennis ACT

Tennis ACT:

- (a) is a public company limited by guarantee under the Act;
- (b) will operate predominantly for the promotion and development of tennis in the Australian Capital Territory and the surrounding region in accordance with the Objects;
- (c) will apply its profits (if any) or other income to promoting the Objects; and
- (d) is not carried on for the purpose of profit or gain to its individual Members.

1.3. Colours of Tennis ACT

The colours of Tennis ACT shall be Royal Blue and Gold.

2. OBJECTS OF TENNIS ACT

2.1. Objects of Tennis ACT

The Objects of Tennis ACT are to:

- (a) control, foster, develop, promote and assist the game of tennis in the Australian Capital Territory, the surrounding region and Australia, including promoting the game of tennis as a spectator sport;
- (b) uphold and maintain the Rules of Tennis, the Rules and Regulations of the International Tennis Federation, the Regulations for the International Tennis Championships and such other Rules and Regulations as the Company shall from time to time consider necessary for or incidental to the Rules and Regulations referred to in this paragraph;
- (c) decide all matters relating to the Rules and Regulations referred to in Clause 2.1(b) above in the Australian Capital Territory;
- (d) arrange, conduct, sanction, regulate, promote, publicise and control tournaments, matches, competitions, exhibitions and social functions for the game of tennis in the Australian Capital Territory;
- (e) sanction and approve the dates of all State Championships played in the Australian Capital Territory;
- (f) promote, provide for, regulate and manage State tennis championships;

- (g) select and control teams and squads to represent the Australian Capital Territory and Tennis ACT;
- (h) develop or adopt and implement appropriate policies, including in relation to sexual harassment, discrimination, equal opportunity, drugs in sport, health, safety, junior and senior programs, and any other matters that arise from time to time as issues to be addressed in the game of tennis;
- (i) conduct the affairs of a tennis corporation;
- (j) ensure the maintenance and enhancement of Tennis ACT and the game of tennis, its standards, quality and reputation for the collective and mutual benefit of the Members and the game of tennis;
- (k) promote the economic and sporting success, strength and stability of tennis and each Member;
- (l) represent the interests of its Members and the game of tennis generally in any appropriate forum;
- (m) do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits which these Objects are intended to achieve;
- (n) use and protect Tennis ACT's intellectual property;
- (o) carry on or engage in any other business, including that of a licenced club, undertaking or project, which is capable of being conveniently carried on in connection with Tennis ACT or is designed to directly further the Objects; and
- (p) any other object which, in the opinions of the Board, is in the best interests of tennis.

3. DEFINITIONS AND INTERPRETATION

3.1. Definitions

In this Constitution, unless the context otherwise requires:

- (a) “**Act**” means the *Corporations Act 2001 (Cth)*;
- (b) “**Tennis ACT**” means Tennis ACT Limited;
- (c) “**Affiliated Body**” means a body designated by the Board to be an “Affiliated Body” and shall include, but is not limited to, bodies that represent:
 - (i) senior Members; and
 - (ii) officials;
- (d) “**Affiliated Club**” means a tennis club designated by the Board as being affiliated with Tennis ACT;
- (e) “**Association**” means Australian Capital Territory Tennis Association Incorporated, being an incorporated association in the Australian Capital Territory;
- (f) “**Board**” means the Board of Directors of Tennis ACT;
- (g) “**By-Laws**” means any by-laws made by the Board pursuant to Clause 30;
- (h) “**Chief Executive Officer**” means the Chief Executive Officer of Tennis ACT appointed under this Constitution;
- (i) “**Constitution**” means this Constitution of Tennis ACT or as otherwise amended;

- (j) **“Delegate”** means a person elected or appointed from time to time by an Affiliated Body or Affiliated Club to act for or on behalf of that Affiliated Body or Affiliated Club (as the case may be) and represent that Affiliated Body or Affiliated Club at General Meetings;
- (k) **“Director”** means a person who is:
 - (i) an Appointed Director;
 - (ii) a General Director; or
 - (iii) the President;
- (l) **“Disciplinary Committee”** means the committee established under Clause 23.4;
- (m) **“Financial year”** means the year ending 30 June each year;
- (n) **“General Meeting”** means the Annual General Meeting or any Special General Meeting of Tennis ACT;
- (o) **“Individual Member”** means an individual who is a direct member of Tennis ACT ;
- (p) **“Life Member”** means an individual upon whom Life Membership of Tennis ACT has been conferred under Clause 9.3;
- (q) **“Member”** means a member for the time being of Tennis ACT under Clause 9 and **“Membership”** shall have a corresponding meaning;
- (r) **“Objects”** means the objects of Tennis ACT set out in Clause 2;
- (s) **“President”** means the Director appointed by the Board of Tennis ACT to the position of President pursuant to clause 25;
- (t) **“Special Business”** is business of which a notice of motion has been submitted in line with Clause 19.3 and includes amendments to this Constitution;
- (u) **“Special Resolution”** means a resolution:
 - (i) for which notice has been given in accordance with section 249L(c) of the Act; and
 - (ii) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution; and
- (v) **“State”** means a State of Australia and includes (where appropriate) the Territories of Australia.

3.2. Expressions referring to “writing”

Expressions referring to “writing” will, 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, including messages sent by electronic mail.

3.3. Interpretation

In this Constitution, unless the context otherwise requires:

- (a) a reference to a function includes a reference to a power, authority or duty;
- (b) 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 or the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other gender;

- (e) a reference to persons includes entities, corporations and bodies politic;
- (f) a reference to a person includes the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a Clause or Schedule refers to a clause or schedule in this Constitution;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments made under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (i) an expression used in a particular Part or Division of the Act that is given a special meaning for the purposes of that Part or Division has in any clause of this Constitution the same meaning as in that Part or Division; and
- (j) all headings contained in this Constitution are for guidance and do not form part of the substance of this Constitution.

4. EXCLUSION OF REPLACEABLE RULES

Subject to Part 2B.4 of the Act, the replaceable rules do not apply to Tennis ACT.

5. POWERS

5.1. Tennis ACT's capacity and powers

Tennis ACT has the legal capacity and powers of a company set out under the Act, which must be exercised solely for furthering the Objects.

5.2. How Tennis ACT may exercise its powers under the Act

In exercising its powers under Clause 5.1, Tennis ACT may:

- (a) acquire (by purchase, lease or otherwise) any real or personal property and any rights or privileges which Tennis ACT may think necessary or convenient;
- (b) borrow or raise such monies in such manner, either with or without security over any of the property of Tennis ACT, and for that purpose execute or issue such mortgages, charges, debentures or other instruments as the Board from time to time may deem necessary;
- (c) invest any moneys and funds of Tennis ACT in such manner as may be permitted by law for the investment of funds and generally to manage and control the assets and property of Tennis ACT and to acquire and dispose of the same;
- (d) hire and employ all classes of persons for the purposes of the company and to pay to them in return for services rendered salaries, wages and gratuities;
- (e) take such steps from time to time as are considered necessary for the purpose of procuring contributions to the funds of Tennis ACT, whether by way of donations, subscriptions or otherwise; and
- (f) do all such things incidental or conducive to the attainment of the Objects of Tennis ACT.

6. DOCTRINE OF ULTRA VIRES

6.1. Doctrine of ultra vires will not apply to the powers of Tennis ACT

This Clause and other provisions of this Constitution are to be construed to:

- (a) prevent the application of the doctrine of ultra vires to the powers of Tennis ACT to further the Objects; and
- (b) ensure Tennis ACT can give effect to the Objects without the necessity to specifically include a power.

7. INCOME AND PROPERTY

7.1. Income and property to be used only in promotion of the Objects

The income and property of Tennis ACT must be applied solely towards the promotion of the Objects.

7.2. Members not to receive income or property of Tennis ACT

Subject to Clause 7.4, no portion of the income or property of Tennis ACT will be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.

7.3. Remuneration of Directors

No remuneration or other benefit in money or money's worth will be paid or given by Tennis ACT to any Director unless such remuneration or benefit is authorised by Special Resolution of Tennis ACT in General Meeting.

7.4. Members and Directors may receive payments in good faith

Despite Clause 7.3, nothing in this Constitution prevents payment in good faith to any Member or Director:

- (a) for any services actually rendered to Tennis ACT as an employee or otherwise;
- (b) for goods supplied to Tennis ACT in the ordinary and usual course of business;
- (c) of interest on money borrowed from any Member or Director;
- (d) of rent of premises demised or let by any Member or Director to Tennis ACT; or
- (e) for any out-of-pocket expenses incurred by any Member or Director on behalf of, and approved by, the Board,

provided any such payment does not exceed the amount ordinarily payable between ordinary commercial parties dealing at arms length in a similar transaction.

8. ADDITION, ALTERATION OR AMENDMENT OF CONSTITUTION

8.1. Additions, alteration and amendment of Constitution to be by Special Resolution

No addition, alteration or amendment can be made to this Constitution unless approved by a Special Resolution of Tennis ACT in General Meeting.

9. MEMBERS

9.1. Categories of Members

The Members of Tennis ACT shall consist of those persons falling within the following categories of Membership:

- (a) all Affiliated Clubs;
- (b) all Affiliated Bodies;
- (c) all Life Members;
- (d) all Individual Members; and
- (e) any other category of Membership approved by Tennis ACT by Special Resolution.

9.2. Qualifications for Life Membership

A person qualifies for Life Membership if that person:

- (a) has been nominated for Life Membership; and
- (b) has been approved for Life Membership of Tennis ACT at an Annual General Meeting,

in accordance with Clause 9.3.

9.3. Nominations for Life Membership

(a) A nomination of a person for Life Membership shall be:

- (i) made in writing in the form set out in Schedule 1 (or as otherwise determined by the Board from time to time) and signed by no less than 3 Members; and
- (ii) lodged with the Chief Executive Officer no later than 28 days before the date of the next Annual General Meeting of Tennis ACT.

(b) As soon as is practicable after receiving a nomination for Life Membership, the Chief Executive Officer must include the Nomination for Life Membership as a Special Resolution to be considered at the next Annual General Meeting.

(c) If a Special Resolution of the kind referred to in Clause 9.3(b) is passed at an Annual General Meeting, the person nominated in that Special Resolution shall be deemed a Life Member and the Chief Executive Officer shall as soon as practicable after that Annual General Meeting notify the nominee of that Special Resolution and enter the nominee's name in the register of Members.

9.4. Rights of Members

(a) Each Affiliated Club and Affiliated Body is entitled to appoint one (1) Delegate who may attend a General Meeting and if present, speak and vote, on behalf of their respective Affiliated Club or Affiliated Body.

(b) Each Affiliated Club or Affiliated Body shall notify the Chief Executive Officer of its Delegate no later than 7 days prior to any General Meeting.

(c) Any Life Member or person who is a member of an Affiliated Club or Affiliated Body may attend and speak at a General Meeting on his or her own behalf.

- (d) No other person is entitled to attend, speak or vote at a General Meeting, and a right, privilege or obligation that a person or entity has because of being a Member cannot be transferred or transmitted to another person.
- (e) For the purposes of this Constitution:
 - (A) each Affiliated Club will have:
 - (i) one (1) vote if the Affiliated Club has less than or equal to 100 individual members; and
 - (ii) two (2) votes if the Affiliated Club has more than 100 individual members.
 - (B) each Affiliated Body will have 1 vote.
 - (C) Individual Members will not have a vote.

10. CONSEQUENCES OF MEMBERSHIP OF TENNIS ACT

10.1. Effect of Membership

Members agree and acknowledge that:

- (a) this Constitution constitutes a contract between each Member and Tennis ACT and that Members are bound by this Constitution, the By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee in accordance with this Constitution;
- (b) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of Tennis ACT;
- (c) this Constitution operates to create uniformity in the way in which the Objects are to be conducted, encouraged, promoted and administered in Australia; and
- (d) subject only to this Constitution, they are entitled to all benefits, advantages, privileges and services of Tennis ACT Membership.

10.2. Obligations of Members

Each Member agrees and undertakes to:

- (a) act with professionalism, in good faith and with loyalty to each other to ensure the maintenance and enhancement of tennis in Australia and Tennis ACT, its standards, quality and reputation for the collective and mutual benefit of the Members;
- (b) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of tennis in Australia and its maintenance and enhancement;
- (c) make full and proper disclosure to each other of all matters of importance to Tennis ACT and tennis in Australia;
- (d) ensure that no Member acquires a material or financial advantage at the expense of Tennis ACT or tennis in the Australian Capital Territory; and
- (e) do all things reasonably necessary to enable the Objects to be achieved.

11. LIABILITY OF MEMBERS

11.1. Liability of Members to be limited by guarantee

The liability of the Members of Tennis ACT shall be limited to the amount of any guarantee made by a Member under this Clause 11.

11.2. Guarantee to be \$1

Each and every Member undertakes to contribute to the assets of Tennis ACT in the event of it being wound up:

(a) while that Member is a Member; or

(b) within one year of the Member ceasing to be a Member,

for payment of the debts and liabilities of Tennis ACT contracted before the time at which that Member ceases to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding one dollar (\$1).

12. SUBSCRIPTIONS AND FEES

12.1. The Board may determine subscriptions and fees for Membership of Tennis ACT

(a) The Board shall determine annually the subscriptions and fees to be paid by Members to Tennis ACT for the following financial year, including but not limited to annual affiliation fees.

(b) Any subscriptions and fees determined by the Board under Clause 12.1(a) and the basis of, time for and manner of payment for those subscriptions and fees shall be notified by the Chief Executive Officer to Members in writing no later than 21 days after the Board's decision.

12.2. Consequences of failure to pay monies due to Tennis ACT

If a Member fails to pay all monies due and payable by that Member to Tennis ACT under Clause 12.1:

(a) that Member's rights under this Constitution will be immediately suspended from the expiry of time prescribed for the payment of those monies or as otherwise decided by the Board in its sole discretion;

(b) such rights will be suspended until all monies are fully paid (or as otherwise decided by the Board in its sole discretion); and

(c) the Board may deal with that Member at its sole discretion but always in accordance with any applicable By-Laws and may expel, suspend, disqualify, discipline or retain (but not impose a financial penalty upon) that Member as a Member, or impose such other conditions and/or requirements as the Board considers appropriate.

12.3. Natural Justice to be excluded to penalties imposed under Clause 12.2

If the Board exercises its discretion under Clause 12.2 and imposes a penalty on a Member who has not paid all monies due and payable by that Member to Tennis ACT, the principles of natural justice are expressly excluded and do not apply to the imposition of that penalty.

13. TENNIS ACT REGISTER OF MEMBERS

13.1. Chief Executive Officer to Keep Register

The Chief Executive Officer must keep and maintain a register of Members, including but not limited to details of all subscriptions paid or due under Clause 12, and must enter such information as is required under the Act from time to time.

13.2. Inspection of Register

- (a) Having regard to privacy and confidentiality considerations, a Member may request, and Tennis ACT must provide within seven (7) days of such a request, an extract of the register.
- (b) A request for an extract of the register must be made in writing to Tennis ACT in accordance with any applicable By-Laws and the Act.
- (c) Tennis ACT may require that a request under this Clause 13.2 be accompanied by a reasonable fee for the cost of copying and providing the extract.

14. DISCONTINUANCE OF MEMBERSHIP

14.1. Cessation of Membership

A person or entity ceases to be a Member if that person or entity:

- (a) dies or ceases to exist;
- (b) resigns or is expelled from Membership of Tennis ACT under this Clause 14;
- (c) is expelled from Tennis ACT under Clause 12.2; or
- (d) ceases to meet the qualification requirements for Membership as set out in Clause 9.1,

with such cessation taking effect immediately upon the occurrence of the relevant event giving rise to the cessation of Membership.

14.2. Resignation of Members

- (a) A Member who has paid all amounts payable by that Member to Tennis ACT may resign from Membership of Tennis ACT by giving written notice to Tennis ACT. The resignation comes into effect upon receipt of the notice by Tennis ACT.
- (b) If a Member resigns from Tennis ACT, the Member must fulfil all his, her or its obligations to Tennis ACT up to and including the date of resignation.
- (c) Where a person ceases to be a Member of Tennis ACT, the Chief Executive Officer must arrange for an appropriate entry to that effect to be made in the Register of Members recording the date on which the person ceased to be a Member.

14.3. Members not of good standing

- (a) For the purposes of this Clause 14.3, a Member may be deemed to be not of good standing if that Member has:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any other resolution, determination or policy of Tennis ACT, the Board or duly authorised committee;
 - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects of Tennis ACT; or

- (iii) brought Tennis ACT into disrepute.
- (b) If the Discipline Committee determines a Member is not of good standing, the Discipline Committee may give notice to that Member of:
 - (i) the committee's determination; and
 - (ii) the grounds for the committee's determination,and request the Member show cause within 21 days from the date of that notice as to why action should not be taken against that Member.
- (c) If a Member fails to respond within 21 days to a notice under Clause 14.3(b) or a response (including assurances of compliance with its obligations) is not to the Discipline Committee's satisfaction, the committee may by resolution of a majority of the Discipline Committee:
 - (i) suspend or terminate that Member's membership of Tennis ACT;
 - (ii) impose conditions on that Member's membership of Tennis ACT; or
 - (iii) impose penalties on that Member (subject to the Act).
- (d) Any penalty imposed by the Discipline Committee (other than termination of membership) will take effect on the date of notification by the committee in writing to the relevant Member of that penalty.

14.4. Member may appeal decision under Clause 14.3

- (a) A Member subject to a resolution under Clause 14.3(c) may appeal to the Board within 7 days after the date notice of the resolution is served on the Member, by lodging with the Chief Executive Officer a notice to that effect.
- (b) On receipt of a notice under Clause 14.4(a), the Chief Executive Officer must call a meeting of the Board as soon as practicable in line with the requirements for notice of a meeting pursuant to Clause 23.10.
- (c) At the meeting of the Board called under Clause 14.4(b):
 - (i) no business other than the question of the appeal may be transacted;
 - (ii) the Discipline Committee and the Member must be given the opportunity to make representations in relation to the appeal orally or in writing or both; and
 - (iii) the Board shall vote by ballot on the question of whether the resolution made under Clause 14.3(c) should be confirmed or revoked.
- (d) If the Board decides in favour of the resolution made under Clause 14.3(c), that resolution is confirmed.
- (e) If the Board rejects a resolution made under Clause 14.3(c), that resolution is deemed not to have occurred.

14.5. Effect of cessation of Membership

A Member who ceases to be a Member, for whatever reason:

- (a) forfeits all right in and claim upon Tennis ACT and its property including intellectual property;
- (b) forfeits all representation rights at General Meetings; and
- (c) must return any Tennis ACT documents, records or other property in its possession, custody or control to Tennis ACT within 5 business days of cessation of membership.

14.6. Membership may be reinstated

Membership which has lapsed, been withdrawn or terminated under this Constitution may be reinstated at the discretion of Tennis ACT, on application in line with this Constitution and otherwise on such conditions as the Board sees fit.

15. GENERAL MEETINGS

15.1. Annual General Meetings

An Annual General Meeting of Tennis ACT must be held in accordance with the Act and this Constitution on a date and at a venue to be determined by the Board, being no later than six months after the end of the financial year for Tennis ACT.

15.2. All other meetings to be Special General Meetings

All General Meetings other than the Annual General Meeting shall be Special General Meetings and held in line with this Constitution and the Act.

16. NOTICE OF GENERAL MEETINGS

16.1. Notice of General Meetings to be in writing

The Board must give written notice of a General Meeting individually to:

- (a) each and every Member entitled to vote and/or attend at that meeting;
- (b) each and every person on the Board; and
- (c) Tennis ACT's auditors,

at least 21 days prior to the date on which that meeting is to be held.

16.2. Service of notice of General Meetings

Tennis ACT may give notice of a General Meeting to a person entitled to notice under Clause 16.1 either:

- (a) personally; or
- (b) by sending it by post to the address for that person or entity appearing in the register kept by Tennis ACT or the alternative address (if any) nominated by that person or entity; or
- (c) by sending it to the fax number or electronic address (if any) nominated by that person or entity; or
- (d) by sending it to the person or entity by other electronic means (if any) nominated by that person or entity,

and the date of service shall be determined in accordance with Clause 33.

16.3. Content of notice of General Meetings

A notice of a General Meeting given under this Clause 16 shall state the place, day and time of the General Meeting, together with:

- (a) the agenda for the meeting;
- (b) notice of the business to be transacted at the meeting;
- (c) any notice of motion received from any Member or the Board in accordance with this Constitution;
- (d) relevant accounts and reports in line with this Constitution and the Act;

- (e) if a Member is entitled to appoint a proxy – a statement setting out:
 - (i) that the Member has a right to appoint a proxy;
 - (ii) that the proxy does or does not need to be a Member; and
- (d) the date on which the notice is posted.

17. ENTITLEMENT AT GENERAL MEETINGS

17.1. Entitlement to attend General Meetings

At a General Meeting, each Member has, and is entitled to exercise, those voting rights and other entitlements set out in Clause 9.4.

17.2. Board may attend and debate at all General Meetings

Each person on the Board is entitled to attend and speak at all General Meetings.

17.3. Member must not have any outstanding debts to Tennis ACT

Despite any other Clause of this Constitution, no Member can be represented at, or take part in, a General Meeting, unless all monies then due and payable by that Member to Tennis ACT are fully paid and received by Tennis ACT or the Board decides otherwise.

18. BUSINESS OF GENERAL MEETINGS

18.1. Powers of the General Meeting

Tennis ACT in General Meeting shall act in accordance with the Objects and for the mutual and collective benefit of the Members and tennis in the Australian Capital Territory and may, in addition to its other powers and functions under the Act, do any of the following:

- (a) alter the Constitution (subject to Clause 8);
- (b) determine the remuneration of Tennis ACT's Directors;
- (c) appoint the auditors of Tennis ACT;
- (d) accept or reject the Annual Report of Tennis ACT;
- (e) pass or reject Special Resolutions; and
- (f) be the final arbiter on matters referred to it by the Board.

18.2. Business to be transacted at the Annual General Meeting

The business to be transacted by the Annual General Meeting includes, but is not limited to:

- (a) consideration of the annual financial report, Director's report/s and Auditor's report;
- (b) the appointment, removal and the fixing of remuneration of the Auditors;
- (c) appointment of the Directors;
- (d) the fixing of remuneration (if any) of the Directors;
- (e) amendments to this Constitution;
- (f) the admission of any new Members;
- (g) the announcement of Life Membership;

- (h) the conferral of service awards;
- (i) the announcement of affiliation and other fees of the company (if any); and
- (j) any other business required by the Act to be the exclusive power of Tennis ACT.

18.3. All other business to be Special Business

All business transacted at a General Meeting, with the exception of those matters set out in Clause 18.2 for an Annual General Meeting, will be Special Business.

18.4. No business not on the notice for a General Meeting may be transacted

No business not stated on the notice for a General Meeting may be transacted at that General Meeting.

19. NOTICES OF MOTION

19.1. Any Member may give a notice of motion for Special Business

Subject to anything else in this Clause 19, any Member may give Tennis ACT a written notice of motion, requiring an issue or resolution to be included as Special Business at a General Meeting.

19.2. Tennis ACT must include a notice of motion as Special Business

If a notice is given under Clause 19.1, Tennis ACT must include the issue or resolution referred to in the notice of motion as Special Business at the next General Meeting.

19.3. Time for a notice of motion to be included as Special Business in General Meeting

Despite Clause 19.2, a notice of motion from Members under Clause 19.1 is only valid if submitted in writing (in the required form) to the Chief Executive Officer at least 30 days (excluding receiving date and meeting date) before the General Meeting to which the notice of motion relates.

20. SPECIAL GENERAL MEETINGS

20.1. Board may convene Special General Meetings

The Board may, by resolution and whenever it thinks fit, convene a Special General Meeting of Tennis ACT and, where but for this Clause more than 15 months would elapse between Annual General Meetings, must convene a Special General Meeting before the expiration of that period.

20.2. Members may request Special General Meetings

(a) The Board must convene a Special General Meeting upon receiving a request to that effect in writing from more than 5% of voting Members, and such Special General Meeting shall be:

- (i) called no later than 21 days after receipt of the request and in accordance with the Act and the Constitution; and
- (ii) held no later than 2 months after receipt of the request.

(b) A Members' requisition for a Special General Meeting must:

- (i) state the business to be transacted at that meeting;
- (ii) identify any resolutions (including Special Resolutions) that are to be raised at the meeting;

- (iii) be signed by the Members making the requisition; and
 - (iv) be delivered to Tennis ACT.
- (c) The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

20.3. Members may convene Special General Meetings

- (a) If the Board fails to convene a Special General Meeting under Clause 20.2, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after the date on which the request was made.
- (b) The reasonable cost and expense of convening a Special General Meeting under this Clause 20.3 shall be borne by Tennis ACT.
- (c) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which General Meetings are convened by the Board.

20.4. Members' rights to requisition and convene a General Meeting not allowed if a meeting already called

Clauses 20.2 and 20.3 do not apply if notice has already been given for a General Meeting that is to be held within the next 28 days.

21. PROCEEDINGS AT GENERAL MEETINGS

21.1. Conduct of General Meetings to be determined by By-Laws

Subject to this Constitution and the Act, the conduct of the General Meeting is to be determined by the By-Laws.

21.2. Quorum Present

No business can be transacted at any General Meeting unless a quorum of 10 Members, not including Life Members, is present at the time when the meeting proceeds to business.

21.3. Chairman of the General Meeting

- (a) The President must, subject to this Constitution, preside as chairman at every General Meeting of Tennis ACT.
- (b) If the President is not present, or is unable to preside, the present Delegates will elect:
 - (i) one of the remaining Directors; or
 - (ii) if there are no remaining Directors willing or able to preside, a Delegate, who shall, subject to this Constitution, preside as chairman for that meeting only.
- (c) Any question arising at a General Meeting and relating to the order of business, procedure or conduct of that meeting must be referred to the chairman for that meeting, whose decision is final.

21.4. Adjournment of Meeting

- (a) If within 30 minutes from the time appointed for the General Meeting a quorum is not present, the meeting shall be adjourned to such other day and at such other time and place as the chairman of that meeting may determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting the meeting will lapse.

- (b) The chairman of a General Meeting may, and must if so directed by that meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of a General Meeting.
- (d) Except as provided in Clause 21.4(c) it is not necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

21.5. Poll

Subject to Clause 24, at any General Meeting a resolution put to the vote of the meeting will be decided on a show of hands of those entitled to vote at the General Meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairman of the meeting; or
- (b) by any Delegate.

21.6. Recording of Determinations of Votes

Unless a poll is demanded under Clause 21.5, then:

- (a) a declaration by the chairman of that meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority lost; and
- (b) an entry to that effect made in the book containing the minutes of the proceedings of Tennis ACT,

will be conclusive evidence of that fact without proof of the number of votes recorded in favour of or against the resolution.

21.7. Where Vote by Poll demanded

If a poll is duly demanded under Clause 21.5 it will be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman of that meeting directs, and the result of the poll will be the resolution of the meeting at which the poll was demanded.

21.8. Vote to be lost if voting is equal

Subject to Clause 24.6(b), where voting is equal the vote will be lost.

21.9. Resolutions not in Meeting

- (a) Tennis ACT may pass a resolution without a General Meeting being held if all persons entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Any such resolution may consist of one or several documents in like form each signed by one or more of the persons entitled to vote.
- (c) The resolution is deemed to be passed when the last person signs.

21.10. Members do not need to be physically present at a Special General Meeting

Without limiting the power to hold Special General Meetings in accordance with this Constitution, a Special General Meeting may be held even where one or more of the persons entitled to vote are not physically present at the meeting, provided:

- (a) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;

(b) notice of the meeting is given to all persons entitled to notice pursuant to this Constitution and the Act; and

(c) if a failure in communications prevents Clause 21.10(a) from being satisfied by a quorum then the meeting must be suspended until Clause 21.10(a) is satisfied again. If such is not satisfied within 15 minutes from the interruption the meeting will be deemed to have terminated,

and no meeting will be invalidated merely because no person entitled to vote is physically present at the place for the meeting specified in the notice of meeting.

22. VOTING BY PROXY

22.1. Members may vote by proxy

Members entitled to vote may vote at a General Meeting by proxy in accordance with this Clause 22.

22.2. Instrument appointing proxy

The instrument appointing a proxy must:

- (a) be executed by the Member appointing the proxy in accordance with the Act;
- (b) confer authority on the holder of the proxy to demand, or join in demanding, a written poll; and
- (c) be in the form set out in Schedule 2 to this Constitution or as otherwise determined by the Board from time to time.

22.3. Member appointing proxy may give directions

A Member appointing a proxy is entitled (but not obliged) to direct a proxy to vote in favour of or against any proposed resolution.

22.4. Proxy may vote as thinks fit unless otherwise directed

Unless otherwise directed under Clause 22.3, a proxy may vote as that proxy thinks fit.

22.5. Proxy instruments to be deposited with Tennis ACT

An instrument appointing a proxy must be deposited at the registered office of Tennis ACT, or at any other place that is specified for that purpose in the notice convening the General Meeting:

- (a) at least 48 hours before the time for the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote; or
- (b) in the case of a poll, at least 48 hours before the time appointed for the taking of the poll,

and failure to comply with this Clause 22.5 will result in the instrument appointing the proxy being deemed invalid.

22.6. Proxy votes to be valid

A vote in line with the terms of a proxy is valid unless it is revoked in writing and notice of that revocation is received by Tennis ACT at its registered office, or at any other place specified for that purpose in a notice convening a General Meeting, before the commencement of that meeting or adjourned meeting.

22.7. Proxy not to vote by show of hands

No proxy voting on behalf of more than one Member may vote by show of hands.

Whenever a proxy is voting on behalf of more than one Member, the proxy must notify the Chairman prior to any resolution being put to the General Meeting and the Chairman must demand a poll in accordance with clause 21.5.

23. THE BOARD

23.1. The Board to conduct the business of Tennis ACT

- (a) Subject to the Act and this Constitution, the business of Tennis ACT shall be governed, and the powers of Tennis ACT shall be exercised, by the Board.
- (b) The Board shall act in line with the Objects of Tennis ACT and operate for the collective and mutual benefit of Tennis ACT and its Members.
- (c) Any sale or disposal by the Board of Tennis ACT's main undertaking or a substantial proportion of its assets will be subject to ratification by the Tennis ACT in General Meeting.

23.2. Composition of the Board

The Board shall, subject to this Constitution, comprise:

- (a) 5 General Directors elected pursuant to Clause 24; and
- (b) 3 Appointed Directors appointed pursuant to Clause 25.

23.3. Qualifications of Directors

- (a) Subject to the Act and this Constitution, the Board may determine the necessary requirements and qualifications for eligibility as Directors from time to time, which shall be recorded as By-Laws.
- (b) A person who has been the Chief Executive Officer of the Company at any time within the 3 years prior to the date of the proposed election or appointment is not eligible for nomination or election or appointment as a Director.

23.4. Portfolios of Directors

- (a) The Board may determine the interests of Tennis ACT are best served by the allocation of portfolios to Directors.
- (b) The Board will be entitled to vary the titles and portfolios of each of the Directors in accordance with the needs of Tennis ACT from time to time.
- (c) There shall, at a minimum, be a:
 - (i) finance and audit committee; and
 - (ii) a Disciplinary Committee, in each case consisting of members as determined by the Board from time to time.

23.5. Board to Meet

- (a) The Board shall meet as often as is deemed necessary in every Financial Year for the dispatch of business and may adjourn and, subject to this Constitution, regulate, its meetings as it thinks fit.
- (b) A meeting of the Board may be called at any time by a Director giving notice under Clause 23.10.

23.6. Chairman of Board meeting

- (a) The President shall chair any Board meeting at which the President is present unless the President, at his or her discretion, appoints another Director to chair

the meeting, in which case that Director will chair the meeting unless he or she is not present.

- (b) If neither the President nor the nominated chair is present or able to preside at a Board meeting, the remaining Directors shall appoint one of their number to preside as chairman for that meeting only.

23.7. Resolutions of Board

- (a) Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors present and entitled to vote shall for all purposes be deemed a resolution of the Board.
- (b) Subject to Clause 23.7(c), each person on the Board shall have 1 vote on any question or resolution before the Board. No other persons shall have a vote on any question before the Board.
- (c) The President will also have a 2nd casting vote where voting is otherwise equal.

23.8. Resolutions not in Board meeting

- (a) A resolution in writing, signed or assented to by facsimile or other form of visible or other electronic communication by all Board members is as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Board members and is deemed to have been passed when the last voting Board member signs the resolution.
- (b) Without limiting the power of the Board to regulate their meetings as they think fit, a meeting of the Board may be held where 1 or more of the Board members is not physically present at the meeting, provided:
 - (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously, whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all Board members entitled to notice in line with the usual procedures agreed upon or laid down from time to time by the Board; and
 - (iii) if a failure in communications prevents Clause 23.8(a)(i) from being satisfied by a quorum of Board members then the meeting is suspended until Clause 23.8(a)(i) is satisfied again. If a quorum is not satisfied within 15 minutes from the interruption, the meeting will be deemed to have terminated, and

no meeting will be invalidated merely because no Board member is physically present at the place for the meeting specified in the notice of a meeting.

23.9. Quorum

At meetings of the Board, the number of Directors whose presence (or participation) is required to constitute a quorum is 50% of the number of General Directors and President.

23.10. Notice of Board meetings

- (a) Unless all Board members agree to hold a meeting at shorter notice (and such agreement will be sufficiently evidenced by their presence), at least 14 days written notice of the meeting of the Board shall be given to each person on the Board.

- (b) The agenda shall be forwarded to each person on the Board at least 7 days before such meeting.

23.11. Validity of Board decisions

A procedural defect in decisions taken by the Board shall not result in such decision being invalidated.

24. ELECTION OF GENERAL DIRECTORS

24.1. Procedure for election of General Directors

An election for the office of General Director deemed to be vacant pursuant to Clause 26 at the end of the next Annual General Meeting will be held in accordance with this Clause 24.

24.2. Nominations to be called

All voting Members shall be given notice:

- (a) of any office of General Director that will be vacant pursuant to Clause 26 at the conclusion of the next Annual General Meeting; and
- (b) that Tennis ACT is seeking nominations for those vacancies, at least 2 months prior to that Annual General Meeting, and the notice shall include details of the number and description of positions available and the necessary requirements and qualifications (if any) applicable to those positions.

24.3. Procedure for Nominations

- (a) Only a natural person who is a Life Member or a member of an Affiliated Body or Affiliated Club shall be nominated or elected as a General Director.
- (b) Nominations for election General Director shall be:
 - (i) in writing;
 - (ii) on the prescribed form (if any) provided for that purpose;
 - (iii) signed by an officeholder of an Affiliated Club or Affiliated Body;
 - (iv) certified in writing by the nominee expressing his or her willingness to accept the position for which he or she is nominated; and
 - (v) specify the position the nominee is being nominated for.
- (c) Nominations must be received by Tennis ACT in writing at least 35 days prior to the date for the next Annual General Meeting.

24.4. Notice of Nominations to be provided to Members

At least one month prior to an Annual General Meeting, voting Members shall be provided with:

- (a) a list of the persons nominated for an office of General Director under Clause 24.3; and
- (b) a voting ballot in the form set out in Schedule 3 or as otherwise determined by the Board unless the number of nominations is less than or equal to the number of vacant offices of General Director.

24.5. Voting

- (a) Each Member entitled to vote under this Constitution is entitled to vote for any number of such candidates for a vacant office on the Board not exceeding the number of vacancies.
- (b) A Member wishing to exercise their entitlement under Subclause 24.5(a) shall submit a completed voting ballot to the Chief Executive Officer, which must be received at least 14 days prior to the date of the next Annual General Meeting in order for a voting ballot to be valid.

24.6. Recording of Votes and election of General Directors

- (a) All valid voting ballots received under Clause 24.5(b) shall be counted and the Member who receives the most number of votes for a vacant office will be deemed to have been elected to that office from the end of the next Annual General Meeting as if the votes had been cast and counted, and the person had been elected, at that Annual General Meeting.
- (b) Where two or more Members equally have the most number of votes for the purposes of Clause 24.6(a), the current President, or if the current President is standing for election as a General Director then the current longest serving General Director who is not standing for election, will have an additional deliberative and casting vote.
- (c) The appointment of a person to a position of General Director under Clause 24.6(a) shall be announced at the Annual General Meeting where they are deemed to have been elected under Clause 24.6(a).

24.7. Term of election of General Director

Subject to Clause 24.8, a General Director elected under this Clause 24 is elected for a period of one term commencing from the conclusion of the Annual General Meeting at which they were elected under Clause 24.6(a) and until the conclusion of the third Annual General Meeting thereafter (“the Term”).

24.8. Re-election as General Director

- (a) Subject to Clause 24.8(b), a person is eligible for re-election as a General Director.
- (b) A person is not eligible for re-election under this Clause 24 as a General Director, where that person, at the completion of their current Term, will have previously held office as a Director for a total consecutive period of 3 Terms.

25. APPOINTED DIRECTORS AND PRESIDENT

25.1. Board may appoint Appointed Directors

If, in the opinion of a majority of the Board, there is a skill shortage on the Board for the purposes of giving effect to its obligations under this Constitution, the Board by majority resolution may appoint up to three Appointed Directors for the purposes of resolving that skill shortage.

25.2. Appointment of President

At or before the first Board meeting following each annual general meeting if there is a vacancy in the position of President, the Board will appoint one of the Directors to the position of President.

25.3. Term of appointment for Appointed Directors and President

An Appointed Director or President shall be appointed for a period to be determined by the Board but not exceeding three years. At the end of that period:

- (i) Appointed Directors shall be eligible for re-appointment by the Board; and
- (ii) The President shall be eligible for re-appointment by the Board to the position of President unless that person is currently serving his or her second consecutive term as President.

26. RETIREMENT, RESIGNATION, REMOVAL AND VACANCY OF DIRECTORS

26.1. Retirement of Directors

Each and every General Director will retire at the end of their term of appointment under Clause 24.7, but shall be eligible for re-election pursuant to Clause 24.8.

26.2. Resignation of Directors

A Director of Tennis ACT may resign as a Director by giving a written notice of resignation to Tennis ACT at its registered office.

26.3. Removal of Directors

(a) Subject to the Act, a Director may be removed before the expiration of his or her period of office and another person appointed in his or her place by:

- (i) a Special Resolution passed by Tennis ACT in General Meeting; or
- (ii) a resolution of the Board, whether at the request of a Member or Members or at the instigation of the Board, and

the person appointed in the removed Director's place will hold office during such time only as the Director in whose place he or she is appointed would have held office.

(b) As soon as is practicable, a Director shall be given written notice of the intention for that person to be removed from office and allowed reasonable time to make written representations where practicable.

(c) If a Special Resolution is to be considered at a General Meeting for the purposes of Clause 26.3(a)(i), the Director who is the subject of the resolution is entitled to request, and must be granted, the right to:

- (i) have any written representations made under Clause 26.3(b) read out at the General Meeting if those representations were not sent to each and every Member entitled to notice of a General Meeting; and
- (ii) be heard at the General Meeting.

26.4. Vacancy of Directors

In addition to the circumstances (if any) in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director at the time:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

- (c) becomes of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (d) is absent without the consent of the Board from all Board meetings held during a period of 6 months;
- (e) without the prior consent or later ratification of Tennis ACT in General Meeting, holds any office of profit under Tennis ACT;
- (f) is directly or indirectly interested in any contract or proposed contract with Tennis ACT and fails to declare the nature of that interest;
- (g) would otherwise be prohibited from being a director of a corporation under the Act; or
- (h) retires, resigns or is removed from office under this Clause 26.

26.5. Casual Vacancies

- (a) Any casual vacancy occurring in the office of Director will be filled by the Board from appropriately qualified persons within 3 months of the vacancy arising.
- (b) A Director filling a casual vacancy shall stand down at the conclusion of the next Annual General Meeting and for the avoidance of doubt shall be eligible for re-election.

26.6. President

- (a) If the President ceases to be a Director (pursuant to the provisions of this Constitution), he or she will immediately cease to hold office as President.
- (b) The Board may remove the President from the role of President before the expiry of his or her term, however he or she may remain as a Director (subject to the other provisions of this Constitution).
- (c) If the President resigns as President, he or she may remain as a Director (subject to the other provisions of this Constitution).

27. CONFLICTS OF INTEREST OF DIRECTORS

27.1. Directors must declare any real or potential conflicts of interest

A Director must declare to the Board an interest in any matter, whether contractual, disciplinary, financial or otherwise, in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Board, absent his or her self from discussion of such matter and will not be permitted to vote in respect of such matter.

27.2. Board to discuss any unclear conflicts of interest

If there is uncertainty as to whether it is necessary for a Director to absent his or her self from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

27.3. Register of declared conflicts of interest

The Chief Executive Officer shall maintain a register of declared conflicts of interest.

28. CHIEF EXECUTIVE OFFICER

28.1. The Board to appoint a Chief Executive Officer

The Directors by resolution shall appoint a Chief Executive Officer for such term and on such conditions as the Directors by reason think fit, and that person shall hold the office of Chief Executive Officer of Tennis ACT.

28.2. Obligations of the Chief Executive Officer

The Chief Executive Officer must:

- (a) fulfil all his or her obligations as Chief Executive Officer under the Act;
- (b) as far as practicable attend all Board meetings and General Meetings;
- (c) prepare the notice of and agenda for all Board meetings and all General Meetings;
- (d) ensure minutes of the proceedings of all Board meetings and General Meetings are recorded and prepared; and
- (e) regularly report to the Board on the activities of, and issues relating to, Tennis ACT.

28.3. Powers of the Chief Executive Officer

- (a) Subject to the Act, this Constitution, the By-Laws and any directive of the Board, the Chief Executive Officer has power to perform all such things as appear necessary or desirable for the proper management and administration of Tennis ACT.
- (b) No resolution passed by the General Meeting will invalidate any prior act of the Chief Executive Officer or the Board which would have been valid if that resolution had not been passed.

28.4. Chief Executive Officer to employ office personnel as necessary

The Chief Executive Officer, subject to any policies set down by the Board from time to time, may employ such office personnel as are deemed necessary from time to time and such appointments are for such period and on such conditions as the Chief Executive Officer determines.

29. DELEGATIONS

29.1. Board may Delegate Functions

- (a) The Board may by instrument in writing create, establish or appoint from among the Directors or otherwise, committees, individual officers or consultants to carry out such duties and functions and with such powers as the Board determines.
- (b) The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:
 - (i) this power of delegation; and
 - (ii) a function exclusively imposed on the Board or the Chief Executive Officer by the Act, any other law or this Constitution.

29.2. Delegated function to be exercised in accordance with terms of delegation

A function, the exercise of which has been delegated under this Clause 29, may whilst the delegation remains unrevoked, be exercised from time to time in line with the terms of the delegation.

29.3. Delegation may be conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

29.4. Revocation of delegation

The Board may by instrument in writing, revoke wholly or in part any delegation made under this Clause 29, and may amend, repeal or veto any decision made by such body or person under this Clause.

30. BY-LAWS

30.1. Board to formulate By-Laws

(a) The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such By-Laws it decides are necessary or desirable for the proper advancement, management and administration of Tennis ACT and the advancement of the Objects.

(b) The By-Laws must be consistent with this Constitution and the Act and to the extent of any inconsistency, the Constitution and the Act shall prevail.

30.2. By-Laws binding

All By-Laws made under this Clause 30 are binding on Tennis ACT and its Members.

30.3. By-Laws deemed applicable

The Clauses of the Association set out in its constitution as at the date of the incorporation of Tennis ACT, to the extent such clauses are not inconsistent with, or have not been replaced by, the Act or this Constitution, will be deemed By-Laws unless otherwise amended or repealed under this Clause 30.

30.4. Notices binding on members

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members by means of notices in writing approved by the Board and prepared and issued by the Chief Executive Officer.

31. RECORDS AND ACCOUNTS

31.1. Chief Executive Officer to Keep Records

The Chief Executive Officer shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of Tennis ACT and the Board and must produce these as appropriate at each Board meeting or General Meeting.

31.2. Records Kept in Accordance with the Act

(a) Proper accounting and other records must be kept in line with the Act, generally accepted accounting principles and/or any applicable code of conduct.

(b) The books of account must be kept in the care and control of the Chief Executive Officer.

31.3. Tennis ACT to retain records

Tennis ACT must retain such records for at least 7 years after the completion of the transactions or operations to which they relate.

31.4. Board to submit accounts

The Board must submit to the Annual General Meeting the accounts of Tennis ACT in line with this Constitution and the Act.

31.5. Accounts Conclusive

The accounts when approved or adopted by Tennis ACT in Annual General Meeting are conclusive of the affairs of Tennis ACT except as regards any error discovered in them within 3 months after such approval or adoption.

31.6. Accounts to be sent to Members

The Chief Executive Officer shall cause to be sent to all persons entitled to receive notice of Annual General Meetings of Tennis ACT in line with this Constitution, a copy of the accounts, the Board's report, the auditor's report and every other document required under the Act (if any).

31.7. Inspection of accounts

Subject to any reasonable restrictions as to time and manner of inspecting that may be imposed in accordance with this Constitution, the accounts must be open to inspection (but not copying) by all Board members.

31.8. Negotiable Instruments

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments and all receipts for money paid to Tennis ACT, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any 2 authorised Directors or by one authorised Director and the Chief Executive Officer or in such other manner and by such persons as the Board determine from time to time.

32. AUDITOR

32.1. Auditor to be appointed by the Board

(a) An auditor or auditors properly qualified for the purposes of the Act shall be appointed pursuant to Clause 18.2 and the remuneration of such auditor or auditors fixed by the Board.

(b) The auditor's duties will be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with generally accepted principles or any applicable code of conduct.

32.2. Auditor to examine the accounts of Tennis ACT

The auditor or auditors of Tennis ACT shall examine the company's accounts, including its profit and loss accounts and balance sheet, at least once in every Financial Year.

33. NOTICES

33.1. Manner of Notices

(a) Notices may be given to any Member or person on the Board by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the person's registered address or facsimile number or electronic mail address.

- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected 3 days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice is deemed to be effected on the next business day after receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice is deemed to be effected on the next business day after the electronic mail was sent provided that there is no indication in writing that the electronic mail was not able to be sent.

33.2. Notice of General Meeting

Notice of every General Meeting shall be given in the manner authorised and to the persons entitled to receive notice under this Constitution.

34. COMMON SEAL

34.1. Tennis ACT to have a common seal

There shall be a common seal of Tennis ACT (“the Seal”).

34.2. Safe Custody of Seal

The Chief Executive Officer shall provide for safe custody of the Seal.

34.3. Affixing Seal

The Seal shall only be used by authority of the Board and every document to which the Seal is affixed must be signed by 2 Directors or the Chief Executive Officer and a Director or as otherwise directed by the Board from time to time.

35. INDEMNITY AND INSURANCE

35.1. Persons to whom this Clause applies

This Clause applies to:

- (a) each person who is or has been a Director or Chief Executive Officer of Tennis ACT; and
- (b) to such other officers or former officers of Tennis ACT as the Board in each case determine.

35.2. Indemnity

- (a) Tennis ACT shall indemnify, on a full indemnity basis and to the full extent permitted by law, each person to whom this Clause 35 applies for all losses or liabilities incurred by the person as an officer of Tennis ACT including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Act.
- (b) Tennis ACT shall indemnify its Directors, the Chief Executive Officer and all Tennis ACT employees against all damages and costs (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- (i) in the case of a Director or the Chief Executive Officer, performed or made whilst acting on behalf of and with the express or implied authority of Tennis ACT; and
- (ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by Tennis ACT.

35.3. Insurance

Tennis ACT may, to the extent permitted by law:

- (a) purchase and maintain insurance; or
- (b) pay or agree to pay a premium for insurance,

for any person to whom this Clause 35 applies against any liability incurred by that person as a Director, Chief Executive Officer, officer, employee or auditor of Tennis ACT including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever the outcome.

36. DISSOLUTION

36.1. Dissolution of Tennis ACT to be in accordance with the Act

Tennis ACT may be wound up, deregistered or dissolved in line with the provisions of the Act.

36.2. Distribution of Property on Dissolution

- (a) If upon the winding up or dissolution of Tennis ACT there remains, after the satisfaction of all its debts and liabilities, any surplus assets or property, the same must not be paid to or distributed amongst the Members but must be paid to, or distributed to, an organisation or organisations, whether incorporated or unincorporated, having objects similar to the Objects and which prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on Tennis ACT in this Constitution.
- (b) The organisation referred to in Clause 36.2(a) above is to be determined by the Members at or before the time of dissolution, and if no such determination is made, by such judge of the Supreme Court of the Australian Capital Territory as may have or acquire jurisdiction for the matter.

37. GENERAL

37.1. Submission to jurisdiction

Each Member submits to the non-exclusive jurisdiction of the Supreme Court of the Australian Capital Territory, the Federal Court of Australia and any Courts which may hear appeals from those courts.

37.2. Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, these Clauses which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, these Clauses which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.

38. TRANSITIONAL PROVISIONS

38.1. Transitional Provisions following the 2016 Annual General Meeting

Notwithstanding anything else in this Constitution, the following transitional arrangements will apply:

- (a) The President holding office at the close of the 2016 Annual General Meeting will be entitled to serve out the balance of the term for which he was elected, and will be eligible:
 - (i) to be elected to the office of General Director at the 2017 Annual General Meeting (subject to the other provisions of this Constitution); and
 - (ii) if elected to the office of General Director at the 2017 Annual General Meeting, to be appointed to the office of President in accordance with clause 25.
- (b) Immediately following the 2016 Annual General Meeting, the Chief Executive Officer will resign as a Director of the Company (causing a casual vacancy in the Appointed Directors of the Company). but may continue in his role as Chief Executive Officer of the Company.

39. NATIONAL BY-LAWS AND POLICIES

39.1. Adoption of National By-Laws and Policies

By virtue of its membership with Tennis Australia, the Company agrees to adopt and abide by national by-laws and policies of Tennis Australia, as implemented and amended from time to time, including, but not limited to, the Member Protection Policy, the Anti-Doping Policy, the Disciplinary Policy and the Code of Behaviour Tournaments and Weekly Competitions. The Company, its Members and its officers are bound by each of these policies. Each Member of the Company agrees that all its members are also bound by each of these policies.

SCHEDULE 1 - NOMINATION FOR LIFE MEMBERSHIP

Nomination

We,

(name of nominators)

as Members or Delegates of Tennis ACT, nominate the ***(name of applicant)***, who is personally known to us, for Life Membership of Tennis ACT.

It is the view of the nominators that the service rendered by the applicant to Tennis ACT, a summary of which is annexed to this form, justifies the applicant being granted Life Membership of Tennis ACT.

Signature of first nominator:

Signature of second nominator:

Signature of third nominator:

Date:

Acceptance of nomination

I (full name of applicant) of (address of applicant) accept the nomination for Life Membership of Tennis ACT LIMITED.

If I am admitted as a Life Member, I agree to be bound by the Constitution of Tennis ACT, its By-Laws and any rules for the time being in force.

Signed:

Date:

SCHEDULE 2

I, (NAME OF MEMBER) of (ADDRESS OF MEMBER)
being a member the Tennis ACT Limited (called "**Tennis ACT**") and eligible to vote pursuant to its Constitution hereby appoint (NAME OF PROXY) of (ADDRESS OF PROXY) or, failing that person, (NAME OF ALTERNATIVE PROXY) of (ADDRESS OF ALTERNATIVE PROXY) as my proxy to vote for me on my behalf at the Annual General Meeting / General Meeting (please circle one) of Tennis ACT, to be held on the day of and at any adjournment thereof.

My proxy is hereby authorised to vote in favour of/against the following resolutions:

Signed this day of .

Witnessed by: Full Name:

(Note: *If the Delegate wishes to vote for or against any resolution the delegate shall instruct the proxy accordingly. Unless otherwise instructed, the proxy may vote as the delegate thinks fit and this paragraph may be deleted.)

SCHEDULE 3 - VOTING BALLOT

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