



THE CONSTITUTION OF MANLY WARRINGAH GYMNASTIC CLUB

(As amended by special resolution on 14 September 2020)

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Corporations Law
A Company Limited by Guarantee
The Constitution of
MANLY WARRINGAH GYMNASTIC CLUB

PART I
Preliminary

1. Replaceable Rules Excluded

1.1. The replaceable rules contained in the Law do not apply to the Company.

2. Interpretation

2.1. In this constitution:

“Association” is the Warringah Artistic Gymnastic Club which preceded this Company

“Club” is the Warringah Artistic Gym Club Inc. which preceded the Association

“Company” is the Manly Warringah Gymnastic Club Ltd

“Honorary Member” is a person defined in accordance with clause 11.1 or elected in accordance with 11.2.

“Independent Committee” is three (3) members, one being the Company’s legal representative and the remaining two being two representatives appointed by the affiliate (Gymnastics New South Wales).

“Junior Member” is a person under the age of eighteen (18) years who is entitled to participate in the activities of the Company and is approved by the Directors of the Company

“Law” means the Corporations Act 2001 and includes any amendment or re-enactment of it or any legislation passed in substitution for it

“Life Member” is a person elected in accordance with clause 10.

“Member” is an Ordinary Member, Junior Member, Life Member or Honorary Member approved for membership by the Directors of the Company.

“Ordinary Member” is a person over eighteen (18) years approved for membership by the Directors of the Company and who is entitled to participate in the activities of the Company.

“Secretary” means the person holding office under these rules as Secretary of the Company

“Special General Meeting” means a General Meeting of the Company other than Annual General Meeting; and

2.2. In this Constitution:

(a) a reference to a function includes a reference to a power, authority and duty; and

(b) a reference to the exercise of a function includes, where the function is a duty, a reference to the performance of the duty.

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

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

3. Objects

3.1. The objects of the Company are as follows:

- (a) It is the objective of the Company to provide the environment, equipment and coaching personnel that will allow all Members the opportunity to develop physically in character in the sport of Gymnastics and to achieve to the highest level that they are each capable of. To one child this might be to do a cartwheel, to another it may be to become a National Champion.
- (b) To instruct the Members in the principles of good sportsmanship and citizenship and to instil an appreciation in the Members of the need for observance of the rules of sport and the laws of the State.
- (c) To encourage, develop and promote participation in Gymsports, as defined by Gymnastics Australia, and other activities deemed appropriate by the Directors of the Company, as being beneficial to the physical, mental and social well-being of the people of Manly Warringah and surrounding suburbs.
- (d) For the benefit of residents of Manly Warringah and surrounding suburbs, to:
 - a. afford opportunities of participating in clean, healthy recreation
 - b. coordinate and promote Gymsports activities, programs, competitions and events
 - c. establish and maintain a uniform code of rules and Regulations governing the Gymsports
- (e) To promote membership of the Manly Warringah Gymnastic Club.
- (f) To affiliate upon such terms and conditions and subject to such rules as the Company may adopt from time to time.
- (g) To facilitate cooperation between Members of the Company and with external organisations, bodies and individuals to further the Objects of this Constitution and/or any amendments to it in accordance with the rules.
- (h) To strive for government, commercial and public recognition of gymnastics, the Company and its Members.
- (i) To be non-sectarian and non-political.
- (j) To undertake and/or do all things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. Powers

4.1. The Company has all the powers of an individual and a body corporate.

4.2. Despite clause 4.1 the powers of the Company are ancillary to and exercisable only to pursue the objects of the Company set out in clause 3.

4.3. To institute and regulate Gymsports championships, competitions, programs and events in such Gymsports and in such locations as may be determined from time to time.

4.4. To keep proper records of all decisions and of matters of importance to Gymsports in Manly Warringah and the surrounding suburbs.

4.5. To provide access to Members to proper records of clause 4.4 only upon approval of the Board of Directors of the Company.

4.6. To create, nominate and appoint any committee for such purpose and with such power as, in the opinion of the Board, may be deemed desirable.

4.7. To borrow monies with or without security by way of mortgage, fixed charge, fixed and floating charge or such other security as determined by the Board in its absolute discretion.

4.8. The Directors have the power to invite and include sub-lessee opportunities for non Gymsports activities within the premises occupied by the Company as long as there is no detrimental effect to the operation of the Company.

5. Public Company Limited by Guarantee

5.1. The Company shall be a public company limited by guarantee and accordingly:

(a) is formed on the principle of having the liability of its Members limited to the respective amounts that the Members undertake to contribute to the property of the company if it is wound up.

6. Guarantee

6.1. Every Member of the Company undertakes to contribute an amount not exceeding \$1.00 to the property of the Company in the event of its being wound up while the Member is a Member or within 1 year after the Member ceases to be a Member, if required for payment:

(a) of the debts and liabilities of the Company (contracted before the Member ceases to be a Member);

(b) of the costs, charges and expenses of winding up; and

(c) for the adjustment of the rights of the contributories among themselves.

PART II Membership

7. Membership

7.1 The Members of the Company are:

(a) the persons who are Members of the Company on the adoption of this constitution; and

(b) any other persons the Directors admit to membership in accordance with this constitution.

8. Categories of Membership

8.1. The categories of membership are:

(a) Junior Members;

(b) Ordinary Members;

(c) Life Members; and

(d) Honorary Members.

9. Application for Membership

9.1. An application for membership shall be made in writing signed by the applicant and shall be in such form and contain such requirements as the Directors from time to time prescribe and shall be accompanied by payment of the prescribed fee.

9.2. As soon as practicable after the receipt of an application for membership, it shall be considered by the Directors, who shall thereupon determine upon the admission or rejection of the applicant.

10. Election of Life Members

10.1. Any person who is a Member of the Company and/or was a Member of the previous Warringah Artistic Gym Club Inc. and/or active participant of the previous Warringah Artistic Gymnastic Club for a period of not less than seven (7) years and has provided meritorious service for the Company shall be ideal for a nomination as a Life Member.

10.2. The year of joining the Company, the Club or the Association shall count as a first year of membership. Each nomination for Life Membership shall be in writing and proposed for consideration by the Directors of the Company.

10.3. A Member nominated under clause 10.2 becomes a life Member of the Company on the nomination being approved by an ordinary resolution of Members at the Annual General Meeting.

10.4. The Directors shall consider the records and meritorious services of each nominee and submit a recommendation to the Annual General Meeting supporting not more than two (2) nominations in any one year. Any nominee for Life Membership shall be permitted to be present when the Directors consider the records of the nominees.

10.5. In the event of any Director or Directors being a nominee or nominees they will stand down and their place or places shall be taken by a Life Member or Life Members elected by the remaining Directors to consider the nomination.

10.6. Any person who has previously been granted the status of Life Member of the previous Warringah Artistic Gym Club Inc. and Warringah Artist Gymnastic Club being the Association which preceded this Company shall be granted the status of Life Member of the Company on its incorporation and without the need to comply with the requirements of clause 10.

10.7. The records and services rendered of each of these nominees recommended by the Directors for Life Membership shall be presented to those Members present at the Annual General Meeting who shall vote on the election of each nominee recommended by a secret ballot. Any recommended nominee receiving the vote of a least seventy per cent (70%) of those Members present shall be deemed to be elected a Life Member.

11. Honorary Members

11.1. An Honorary Member may be a parent or a guardian of a Junior Member or member of the public elected by the Directors and membership renewed annually by the Directors.

11.2. Members elected in accordance with clause 11.1 shall automatically become Members of the Company, however, are exempt from payment of any annual Member fees.

11.3 Employees of the company will be considered Honorary Members whilst employed by the company.

12. Cessation of Membership

12.1. A person ceases their membership of the Company if the person:

(a) dies;

- (b) resigns that membership; or
- (c) is expelled from the Company;
- (d) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health; or
- (e) fails to pay any membership or annual fees (unless exempted from so doing).

12.2. Any Member whose membership ceases for any reason will not have any claim against the Company or the members of the Board for damages or otherwise arising from the cessation or termination of membership, for whatever reason.

Claim means any claims including actions, suits, causes of action, arbitrations, monies, debts, dues, costs, demands, verdicts and judgments either at law or in equity or arising under the provisions of any statute whether occurring out of negligence or otherwise.

13. Membership entitlement not transferable

13.1. A right, privilege or obligation which a person has by reason of being a Member of the Company;

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of the person's membership.

14. Resignation of Membership

14.1. A Member of the Company is not entitled to resign that membership except in accordance with this rule.

14.2. A Member of the Company who has paid all amounts payable by the Member to the Company in respect of the Member's membership may resign from membership of the Company by first giving notice (being not less than one (1) month or not less than such other period as the Directors may determine) in writing to the Secretary of the Member's intention to resign and, upon the expiration of the period of notice, the Member ceases to be a Member

14.3. Where a Member of the Company ceases to be a Member pursuant to clause 14.2 and in every other case where a Member ceases to hold membership, the Secretary shall make an appropriate entry in the register of Members recording the date on which the Member ceased to be a Member.

15. Register of Members

15.1. The Secretary shall establish and maintain a register of Members of the Company specifying the first and last name and address of each person who is a Member of the Company together with the date on which the person became a Member and the category of membership.

15.2. The register of Members first and last names and address information shall be kept at the registered office of the Company

15.3. The register of Members first and last names only without private information shall be open for inspection, free of charge, by any Member of the Company at any reasonable hour.

16. Membership fee subscriptions

16.1. A Member of the Company shall pay the current applicable annual membership fee or such other amount as reasonably determined by the Directors:

- (a) except as provided by paragraph (b) before 28 February in each calendar year; or
- (b) where a Member becomes a Member on or after 28 February in any calendar year upon becoming a Member and before 28 February in each succeeding calendar year.

16.2. Membership fee subscriptions are valid for the calendar year from 1 January to 31 December.

16.3. The Board may by resolution subsidise any Member.

16.4. Life Members and Honorary Members shall not be required to pay annual membership fees.

17. Membership Liabilities

17.1. If any Member ceases to be a Member under the constitution, the Member remains liable to pay to the Company for any Member which, at the time of the Member ceasing to be a Member, the Member owes to the Company on any account and for any sum not exceeding \$1.00 for which the Member is liable under clause 6 of this constitution.

18. Resolution of Internal Disputes

18.1. Disputes between Members (in their capacity as Members) of the Company are to be referred to an independent mediator agreed to by the parties for mediation.

18.2. If a dispute is not resolved by mediation within 3 months of the referral to a mediator, the dispute is to be referred to arbitration.

18.3. The Commercial Arbitration Act 2010 (NSW) applies to any such dispute referred to arbitration

18.4. The Manly Warringah Gymnastic Club also has a complaint management policy and procedure in place for managing Company complaints, which is governed by the following three (3) documents:

(a) MWGC Complaint Management Procedures

(b) Internal Dispute Resolution Policy

(c) MWGC Payment, Refund and Late Payment Policy for all Gymsports programs

19. Disciplining of Members

19.1. Where the Directors are of the opinion that a Member of the Company:

(a) has persistently refused or neglected to comply with a provision or provisions of these rules; or

(b) has persistently and wilfully acted in a manner prejudicial to the interests or objects of the Company, the Directors may, by resolution:

(i) expel the Member from the Company;

(ii) expel or suspend the Member from any activities conducted by the Company; or

(iii) suspend the Member from membership of the company for a specified period.

19.2. A resolution of the Directors under clause 19.1 is of no effect unless: at a meeting held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service on the Member of a notice under 19.3 confirms the resolution in accordance with this rule.

19.3. Where the Directors pass a resolution under clause 19.1 the Secretary shall, as soon as practicable, cause a notice in writing to be served on the Member:

(a) setting out the resolution of the Directors and the grounds on which it is based;

(b) stating that the Member may address the Directors at a meeting to be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service of the notice;

(c) stating the date, place and time of that meeting; and

(d) informing the Member that the Member may do either or both of the following:

(i) attend and speak at that meeting;

(ii) submit to the Directors at or prior to the date of that meeting written representations relating to the resolution.

19.4. At a meeting of the Directors held as referred to in clause 19.3 the Directors shall:

(a) give to the Member an opportunity to make oral representations;

(b) give due consideration to any written representations submitted to the Directors by the Member at or prior to the meeting; and

(c) by resolution determine whether to confirm or to revoke the resolution.

19.5. The resolution confirmed by the Directors under clause 19.1 takes effect as at the date of the resolution.

20. Right of Appeal of Disciplined Member

20.1. A Member may appeal to the Independent Committee against a resolution of the Directors which is confirmed under clause 19.5, within seven (7) days after notice of the resolution is served on the Member, by lodging with the Secretary a notice of the appeal to that effect.

20.2. Upon receipt of a notice from a Member under clause 20.1, the Secretary shall notify the Directors which shall convene a General Meeting of the Company to be held within twenty-one (21) days after the date on which the secretary received the notice. The Independent Committee shall attend the General Meeting.

20.3. At a General Meeting of the Company convened under clause 20.1:

(a) the Directors and the Member shall be given the opportunity to state their respective cases orally or in writing, or both; and

(b) the Independent Committee members present shall vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

20.4. If at the General Meeting the Independent Committee passes a Special Resolution in favour of the confirmation of the resolution, the resolution is confirmed.

PART III

Directors and Office-Bearers

21. Number of and Tenure of Directors

21.1. The number of the Directors must be not less than 3.

21.2. The Company in general meeting may by resolution increase or reduce the number of Directors but the number must not be reduced below 3.

21.3. The Company may appoint additional directors without the requirement of an Annual General Meeting, for the purposes of the additional directors special skills or acumen, persons including but not limited to lawyers, accountants or government officials. Such additional director may also be removed by the Company without the requirement of an Annual General Meeting. Such appointment will occur by way of resolution.

21.4. At least 2 Directors must reside in Australia.

21.5. Unless removed or retired pursuant to clause 36, a Director is elected for a period of three (3) years from the date of the resolution.

21.6. Within 6 weeks but no less than 4 weeks of the expiry of a Director's 3 year tenure the Directors will call a General Meeting and give notice pursuant to clause 45-47 of these rules notifying Members of the requirement to elect a Director, or Directors, and the procedure as expressed in clauses 22 and 23 of these rules.

22. Nomination for Election

22.1. Nominations of candidates for election as Directors of the Company:

(a) shall be made in writing, signed by a Member of the Company and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and

(b) shall be delivered to the Secretary of the Company at the registered office of the Company not less than seven (7) days before the date fixed for the holding of the General Meeting at which the election is to take place.

23. Election of Directors

23.1. The candidates for election as Directors receiving the greatest number of votes cast in their favour at the General Meeting must be declared by the chair of the meeting to be elected as Directors.

23.2. If an equality of votes would otherwise prevent the successful candidate for a vacancy from being determined, the chair, prior to the declaration of the result of the ballot, in addition to his or her deliberative vote (if any) is entitled to a casting vote, except if the chair:

(a) does not exercise a casting vote; or

(b) is one of the candidates who received the same number of votes;

Then the names of the candidates who received the same number of votes must be put to a further vote immediately.

24. Office-Bearers

24.1. The Office-Bearers of the Company shall be:

(a) the Chairperson;

(b) Chief Executive Officer;

(c) the Vice-Chairperson;

(d) the Treasurer;

(e) the Secretary; and

(f) Two (2) or more Board Members.

24.2. The ballot for the election of Office-Bearers shall be conducted at the Annual General Meeting in such usual and proper manner as the Directors direct.

25. Secretary

25.1. It is the duty of the Secretary to keep minutes of:

(a) all appointments of Office-Bearers and Directors;

(b) the names of Directors present at a General Meeting; and

(c) all proceedings at General Meetings.

25.2. Minutes of proceedings at a meeting shall be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

26. Treasurer

26.1. It is the duty of the Treasurer of the Company to ensure that:

- (a) all money due to the Company is collected and received and that all payments authorised by the Company are made; and
- (b) correct books and accounts are kept showing the financial affairs of the Company including full details of all receipts and expenditure connected with the activities of the Company.

27. Casual Vacancies

27.1. The Directors may at any time appoint a person qualified to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

27.2. Any Director appointed under clause 27.1 holds office until the termination of the next Annual General Meeting of the company and is eligible for re-election at that or a subsequent meeting.

28. Insufficient Director

28.1. In the event of a vacancy in the office of a Director, the remaining Directors may act, but 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 a quorum or convening a general meeting of the Company.

29. Public Officer

29.1. The Board must on a yearly basis determine who the Public Officer will be for the purposes of liaison with the Australian Taxation Office.

30. Validation of Acts of Directors and Secretaries

30.1. The acts of a Director or Secretary of the Company are valid despite any defect that may afterwards be discovered in his or her appointment or qualification.

30.2. Where a person whose office as Director of the Company is vacated under a provision of the Law purports to do an act as a Director of the Company, that act is as valid, in relation to a person dealing with the Company in good faith and for value and without actual knowledge of the matter because of which the office was vacated, as if the office had not been vacated.

31. General Business Management

31.1. The business of the Company is to be managed by or under the direction of the Directors.

31.2. The Directors may exercise all the powers of the Company except any powers that the Law or this constitution requires the Company to exercise in general meeting.

31.3. A rule made or resolution passed by the Company in general meeting does not invalidate any prior act of the Directors which would have been valid if that rule or resolution had not been made or passed.

31.4. The Company will also have a Delegations Policy in place to delegate authority to a Management Committee for the purposes of managing the operations of the Manly Warringah Gymnastic Club. The Management Committee will comprise of a Chief Executive Officer and Chairperson, and these roles must be held by different persons.

31.5. The Chief Executive Officer and Chairperson for the Management Committee must provide the Board with a Chief Executive Officers report that outlines the authorities granted under the Delegations Policy to confirm that the authorities granted have been applied as intended by the Company.

32. Negotiable Instruments

32.1. Any 2 Directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument.

32.2. The Directors may determine that a negotiable instrument, including a class of negotiable instrument, may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

33. Power to Appoint Key Management Positions

33.1. The Directors will undertake a fair, open and transparent process to appoint any person to a key management position for the period and on the terms (including as to remuneration) the Directors agree as part of the appointment process. Key management positions include those of Chief Executive Officer, General Manager, Head Coach or equivalent roles.

33.2. The Directors may resolve to engage Members with specialist skills including but not limited to recruitment, human resources, finance and management to assist with the selection and appointment of the key management positions.

34. Committees of Directors and Regional Branches

34.1. The Directors may from time to time and at any time delegate to any committee, consisting of one or more Directors, any powers, authorities or discretions for the time being vested in the Directors, and such delegation may be made on such terms and subject to such conditions as the Directors may see fit and the Directors may at any time remove any member of a committee so appointed, and may annul or vary any such delegation, but no person acting in good faith and without notice of such annulment or variation shall be prejudiced thereby.

34.2. A committee must exercise the powers delegated to it in accordance with any directions of the Directors. The effect of the committee exercising a power in this way is the same as if the Directors exercised it.

34.3. The Directors may establish branches and auxiliaries in Australia or elsewhere and regulate or discontinue such branches and auxiliaries.

34.4. The Directors may determine by-laws for branches and auxiliaries established pursuant to clause 34.3 and may amend or rescind such by-laws from time to time.

35. Effect of Director Interests

35.1. If a Director has an interest in a contract or proposed contract with the Company (other than as a Member), or a conflicting interest or duty in relation to any other matter being considered by the Directors, and the Director discloses the nature and extent of the interest or duty at a meeting of the Directors or by written notice to the secretary of the Company:

(a) the contract may be entered into; and

(b) if the disclosure is made before the contract is entered into:

(i) the Director may retain benefits under the contract even though the Director has an interest in the contract;

(ii) the Company cannot avoid the contract merely because of the existence of the interest; and

(iii) the Director is not disqualified from the office of Director.

35.2. For the purposes of clause 35.1 contract includes an arrangement, dealing or other transaction.

36. Removal and Resignation of Directors

36.1. Subject to the Law the Company may by special resolution remove a Director from office.

36.2. A Director may resign as a Director of the Company by giving one month written notice of resignation to the Company at its registered office.

PART IV

Directors' Meetings

37. Circulating Resolutions

37.1. The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution (except a Director absent from Australia who has not left an email address at which he or she may be given notice) sign a document containing a statement that he or she is in favour of the resolution set out in the document.

37.2. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

37.3. The resolution is passed when the last Director signs.

37.4. An email addressed to or received by the Company and purporting to be signed or sent by a Director for the purpose of this clause 37 must be treated as a document in writing signed by that Director.

38. Calling Directors' Meetings

38.1. A Director may at any time, and a Secretary must on the requisition of Two (2) Directors together, call a meeting of the Directors.

39. Notice of Meeting

39.1. Reasonable notice of every Directors' meeting must be given to each Director and alternate Director except that it is not necessary to give notice of a meeting of Directors to any Director who:

- (a) has been given special leave of absence; or
- (b) is absent from Australia and has not left an email address at which he or she may be given notice.

39.2. Reasonable notice means a minimum period of 7 days' notice.

39.3. Any notice of a meeting of Directors may be given in writing or orally, and whether by telephone, email or any other means of communication.

40. Chairing Directors' Meetings

40.1. The Chairman is the chair of all meetings of the Directors.

40.2. The Directors may elect a Director to chair their meetings and may determine the period for which the Director is to be the chair.

40.3. The Directors must elect a Director present to chair a meeting, or part of it, if:

- (a) a Director has not already been elected to chair the meetings; and
- (b) a previously elected chair is not available or declines to act, for the meeting or part of the meeting.

41. Quorum

41.1. The quorum for a Directors' meeting is 3 Directors entitled to vote or a greater number determined by the Directors. The quorum must be present at all times during the meeting.

41.2. An alternate Director is counted in a quorum at a meeting at which the Director who appointed the alternate is not present (so long as the alternate is, under the Law relating to Directors' interests, entitled to vote).

42. Passing of Directors' Resolutions

42.1 A resolution of the Directors must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.

42.2 The chair has a casting vote if necessary in addition to any vote he or she has as a Director. The chair has discretion both as to whether or not to use the casting vote and as to the way in which it is used.

42.3 A person who is an alternate Director is entitled (in addition to his or her own vote if he or she is a Director) to 1 vote on behalf of each Director whom he or she represents as an alternate Director at the meeting and who is not present at the meeting.

PART V

General Meetings

43. Calling of General Meeting

43.1. A majority of Directors may call a general meeting whenever they see fit.

43.2. Except as permitted by law, a general meeting, to be called the Annual General Meeting, must be held at least once in every calendar year.

43.3. No Member or Members may call a general meeting, unless the number of Members meets a minimum of 10% of the total number of the registered membership of the Company.

44. Calling of Business at Annual General Meetings

44.1. The Annual General Meeting of the Company shall, pursuant to clause 43 be convened on such date and at such place and time as the Directors thinks fit.

44.2. In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting shall be:

(a) to confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting;

(b) to receive from the Office-Bearers reports upon the activities of the Company during the last preceding financial year; and

(c) to elect Office-Bearers of the Company and Directors.

An Annual General Meeting shall be specified as such in the notice convening it.

45. Persons Entitled to Notice of General Meeting

45.1. Subject to the provisions of the Law as to short notice, at least 21 days' notice of a general meeting must be given in writing to those persons who are entitled to receive notices from the Company.

45.2. Written notice of a meeting of the Company's Members must be given individually to:

- (a) each Member entitled to vote at the meeting;
- (b) each Director; and
- (c) the Company's auditor.

45.3. No other person is entitled to receive notice of general meetings.

46. How and When Notice is Given

46.1. The Company may give the notice of meeting to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the register of Members or the alternative address (if any) nominated by the Member; or
- (c) by sending it to the email address (if any) nominated by the Member.

46.2. A notice of meeting sent by post is taken to be given 2 days after it is posted.

46.3. Except as provided by clause 46.4, a notice of meeting sent by email is taken to be given, if sent before 5 pm on a business day at the place of receipt, on the day it is sent, and otherwise on the next business day at the place of receipt.

46.4. Service by email is not effective if:

- (a) in the case of service by email, the Company's computer reports that delivery has failed; or
- (b) the addressee notifies the Company that the notice was not fully received in a legible form within 3 hours after the transmission ends or by 12 noon on the business day on which it would otherwise be treated as given, whichever is later.

46.5. A certificate signed by any manager, secretary or other officer of the Company that the notice was given in accordance with this clause 46 is conclusive evidence that the notice was given in accordance with this clause 46.

47. Contents of Notice

47.1. A notice of a general meeting must:

- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used);
- (b) state the general nature of the meeting's business;
- (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; and
- (d) contain a statement setting out the following information:
 - (i) that the Member has a right to appoint a proxy; and
 - (ii) that the proxy need not be a Member of the Company.

48. Notice of Adjourned Meeting

48.1. When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 1 month or more.

49. Procedure

49.1. No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under these rules to vote is present during the time the meeting is considering that item.

49.2. Five (5) Members present in person (being Members entitled under these rules to vote at a General Meeting) constitute a quorum for the transaction of the business of a General Meeting.

49.3. If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting if convened upon the requisition of Members shall be dissolved and in any other case shall stand adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) at the same place.

49.4. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being not less than three (3)) shall constitute a quorum.

50. Chair at General Meeting

50.1. The Chairperson of the Company, if present, presides as chair at every General Meeting.

50.2. Where a General Meeting is held and:

(a) there is no Chairperson of the Company ; or

(b) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act;

the Vice-Chairperson of the Company if present presides as chair of the meeting or, if the Vice-Chairperson is not present or is unwilling to act, the Directors present may

appoint 1 of their number to be chair of the meeting and in default of their doing so the Members present may appoint any 1 of their number to be chair of the meeting.

50.3. The chair must adjourn a meeting of the Company's Members if the Members present with a majority of votes at the meeting agree or direct that the chair must do so.

51. Adjournment

51.1. The chair of a General Meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

51.2. Where a General Meeting is adjourned for fourteen (14) days or more, the Secretary shall give written or oral notice of the adjourned meeting to each Member of the Company stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

51.3. Except as provided in clause 51.1 and 51.2, notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned meeting is not required to be given.

52. Making of Decisions

52.1. A question arising at a General Meeting of the Company shall be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book

of the Company, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

52.2. At a General Meeting of the Company, a poll may be demanded by the chairperson or by not less than three (3) Members present in person or by proxy at the meeting.

52.3. Where a poll is demanded at a General Meeting, the poll shall be taken:

(a) immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment; or

(b) in any other case, in such manner and at such time before the close of the meeting as the chairperson directs, and the resolution of the poll on the matter shall be deemed to be the resolution of the meeting on that matter.

52.4. A challenge to a right to vote at a meeting of Members:

(a) may only be made at the meeting; and

(b) must be determined by the chair, whose decision is final.

52.5. A vote not disallowed following a challenge is valid for all purposes.

53. Special Resolution

53.1. A resolution of the Company is a Special Resolution if it is passed by a majority which comprises not less than three-quarters ($\frac{3}{4}$) of such Members present at such meeting, being entitled under these rules so to do, vote in person or by proxy at a General Meeting of which not less than twenty-one (21) days' written notice specifying the intention to propose the resolution as a Special Resolution was given in accordance with these rules.

54. Voting

54.1. Upon any question arising at a General Meeting of the Company a Member (with the exception of Junior Members who have no voting rights) has one (1) vote only.

54.2. Junior Members will not be entitled to vote either in person or by proxy.

54.3. All votes shall be given personally or by proxy but no Member may hold more than five (5) proxies

54.4. In the case of an equality of votes on a question at a General Meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.

54.5. A Member or proxy is not entitled to vote at any General Meeting of the Company unless all money due and payable by the Member or proxy to the Company has been paid, other than the amount of the annual subscription payable in respect of the then current year.

55. Appointment of Proxies

55.1. A Member who is entitled to attend and cast a vote at a meeting of the Company's Members may appoint another person as the Member's proxy to attend and vote for the Member at the meeting. The proxy must be a Member.

55.2. A vote cast by a proxy is valid even if, before the proxy votes:

(a) the appointing Member dies;

(b) the Member is mentally incapacitated;

(c) the Member revokes the proxy's appointment, or

(d) the Member revokes the authority under which the proxy was appointed by a 3rd party.

Unless the Company receives written notice of that event before the start or resumption of the meeting at which the proxy votes.

55.3. The notice appointing the proxy shall be in the form set out in Appendix 1 to these rules.

PART VI

Miscellaneous

56. Insurance

56.1. The Company may pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Company or a related body corporate of the Company against any liability incurred by the person as an officer of the Company or a related body corporate except a liability (other than one for legal costs) arising out of:

(a) conduct involving a wilful breach of duty in relation to the Company; or

(b) a contravention of section 182 or 183 of the Law.

57. Funds – Source

57.1. The funds of the Company shall be derived from entrance fees and annual subscriptions of Members, donations and, sponsorship payments, receipt of income, sale of Company Clothing and equipment, sale of food and beverages and subject to any resolution passed by the Company in General Meeting, such other sources as the Directors determine.

57.2. All money received by the Company shall be deposited as soon as practicable and without deduction to the credit of the Company's bank account.

57.3. The Company shall, as soon as practicable after receiving any money, issue an appropriate receipt.

58. Funds – Management

58.1. Subject to any resolution passed by the Company in General Meeting, the funds of the Company shall be used in pursuance of the objects of the Company in such manner as the Directors determine.

58.2. All cheques, draft, bills of exchange, promissory notes and other negotiable instruments shall be signed by any two (2) Office-Bearers being Members, authorised to do so by the Directors.

59. Alteration of Objects and Rules

59.1. The statement of objects and these rules may be altered, rescinded or added to only by a Special Resolution of the Company.

60. Common Seal

60.1. The Company may, but need not, have a common seal.

60.2. If the Company has a common seal the Directors must provide for its safe custody.

60.3. The common seal may not be fixed to any document except by the authority of a resolution of the Directors or of a committee of the Directors duly authorised by the Directors.

60.4. The Company executes a document with its common seal if the fixing of the seal is witnessed by:

(a) 2 Directors of the Company; or

(b) a Director and a Company Secretary of the Company.

60.5. The Company may execute a document without using a common seal if the document is signed by:

(a) 2 Directors of the Company; or

(b) a Director and a Company Secretary of the Company.

61. Rights of Inspection

61.1. The Directors of the Company, or the Company by a resolution passed at a General Meeting, may authorise a Member to inspect books of the Company.

61.2. A Member other than a Director does not have the right to inspect any document of the Company, other than the minute books for the meetings of its Members and for resolution of Members passed without meetings, except as provided by law or authorised by the Directors or by the Company in General Meeting.

62. Winding Up the Company

62.1. If the Company is wound up any surplus assets of the Company must be transferred to a fund, authority or institution which is charitable at law.

62.2. The identity of the fund, authority or institution must be given or transferred to some other institution or institutions determined by the Members of the Company that best represents the role previously undertaken by the Company at or before the time of dissolution which has similar objects to the Company.

62.3. If the Members do not make the necessary determination under clause 64.2, the Company may apply to the Supreme Court to determine the fund, authority, or institution.

63. Audit

63.1. A Company audit is conducted by an independent auditor as agreed by the Board.

63.2. The Company audit is conducted based on advice of the Company's external accountants and must be conducted every year within 4 months of the end of each financial year.

APPENDIX 1

(Rule 36.2)

FORM OF APPOINTMENT OF PROXY

I _____ of _____
(full name) (address)

being a Member of MANLY WARRINGAH GYMNASTIC CLUB.

hereby appoint _____ of _____
(full name of proxy) (address)

as my proxy to vote for me on my behalf at the General Meeting of the Company (Annual General Meeting or Special General Meeting, as the case may be) to be held on the _____ day of _____ 20_____ and at any adjournment of that meeting.

* My proxy is authorised to vote in favour of/against (delete as appropriate) the resolution (insert details).

* To be inserted if desired.

Signature of Member appointing proxy

Date _____ / _____ / 20_____