CONSTITUTION FOR MANAGEMENT OF A COMPANY

A COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

GRANGE THISTLE FOOTBALL CLUB LIMITED

PRELIMINARY

1 NAME

1.1 The name of the Company is the Grange Thistle Football Club Limited ("the Club").

2 OBJECTS

(i) To promote and foster the game of football (soccer) in all its aspects and in particular to establish, develop, organise, maintain and control teams of the highest standard to represent the Club in the foremost of football leagues and competitions at a professional level.

(ii) To otherwise arrange, promote and participate in football games and competitions.

(iii) To provide other sporting, cultural and social activities for the recreation and enjoyment of Members.

(iv) To promote and cultivate loyalty, friendship and conviviality among Members.

(v) To arrange, promote, conduct or sponsor suitable activities for the youth of the community, and to inculcate and encourage in young people such actions, habits and traits as will develop moral character and promote physical health and wellbeing.

(vi) To establish, improve, maintain and operate Club premises and facilities including a clubhouse, rooms and like conveniences and generally to afford to Members and their guests all the usual privileges, advantages, conveniences, amenities and services of a Club and to permit the same and the property of the Club to be used by Members and other persons duly authorised either gratuitously or for payment.

(vii) To apply for, obtain and hold such liquor license, gaming license and other licenses or permits as may be permitted by law from time to time and issued by the Liquor Licensing Division of Queensland or such other department or authority for the time being administering the Liquor Act 1992 (Qld) and the Gaming Machine Act 1991 (Qld) and hold, maintain and renew any registration granted pursuant to such Acts.

(viii) To purchase, hire, lease or otherwise acquire for the purposes of the Club any real or personal property and any rights to privileges which may be requested for the purpose of or capable of being conveniently used in connection with any of the objects of the Club provided that, in case the Club shall keep or hold any property which may be subject to trusts, the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts.

(ix) To give, sell, mortgage, exchange, hire, lease or otherwise dispose of the property of the Club or any part of parts thereof, however the Club shall deal only with same in such manner as is allowed by law.

(x) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(xi) To borrow, raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way.

(xii) To enter into any arrangements with any government or authority, that may seem conducive to the Club's objects and to obtain from any such government or authority any rights, privileges and concessions which the Club may think it desirable to obtain, and to carry out, exercise and comply with such arrangements, rights, privileges and concessions.

(xiii) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Club or the dependants or connections of any such persons; and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee or donate money for charitable, patriotic or benevolent objects or for any public, general or useful object.

(xiv) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, building grounds, words or convenience which may seems calculated directly or indirectly to advance the Club's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying our, alteration or control thereof.

(xv) To invest and deal with the money of the Club in such manner as permitted by the law for the investment of trust funds;

(xvi) To take or reject any gift of property, money or goods whether subject to any special trust or not provided that the Club shall hold or keep any property which may be subject to trusts. The Club shall only deal with the same in such manner as is allowed by law having regard to such trusts.

(xvii) To print and publish any newsletters, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects.

(xviii) To amalgamate with any companies, institution, societies, clubs or associations having objects altogether or in part similar to those of the Company (and which shall prohibit the distribution of its or their income and property amongst its or their Members to the extent at least as great as that imposed upon the Company).

(xix) In furtherance of the objects of the Club to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements or any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.

(xx) In furtherance of the objects of the Club, to transfer all or any part of the property, assets, liabilities and engagements of the Club to any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.

(xxi) To render aid either financial or by other means to Clubs or associations in the area covered by the governing body of the sport of football in Brisbane or elsewhere, which clubs or associations are playing or conducting football played in accordance with the rules of the governing body.

(xxii) To make regulations and by-laws and to do all such lawful acts and things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.

(xxiii) To hire, engage, employ or otherwise contract with such persons as may be required to render services to the Club for the efficient administration and operation thereof or the furtherance of its objects and to pay them in return for services rendered, salaries, wages, gratuities, pensions and benefits and to dismiss, discharge and terminate the employment of all such persons.

(xxiv) To raise funds by way of subscriptions, donations, appeals, fees, levies and fund-raising activities or in any other manner considered fit.

(xxv) To lend money to such persons and on such terms as may seem expedient and to guarantee the performance of contracts in furtherance of the objects of the Club by any such persons.

(xxvi) To undertake and execute any trusts or agency business which may seem directly or indirectly conducive to any of the objects of the Club.

(xxvii) To design, apply for, register or otherwise acquire any trade or other marks, patents, copyrights, privileges, letters of registration, licenses, concessions and the like conferring any exclusive or non-exclusive or limited right to use any badge, mark, device, brand, invention which may seem capable of being use for any purpose of the Club or being benefit to the Club and to sell, dispose of, use, exercise or develop the same or grant licenses or privileges in respect thereof.

(xxviii) To formulate and implement regulations and rules for the proper administration and operation of the Club and the conduct of its Members.

(xxix) To do all such things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.

(xxx) To do any other act that is authorised by any other law.

(xxxi) To procure the Company to be registered or recognised as a body corporate in any place outside Australia.

(xxxii) To do any thing which a natural person may do.

3 INTERPRETATION

In this constitution:

"The Act" means the Corporations Act (as amended from time to time) including any regulations under that Act;

"Board" means the Board of Directors of the Company;

"Company" or "Club" means the Grange Thistle Football Club Limited;

"Directors" means the Directors of the Company;

"Football" means the game also known as "Soccer";

"Financial Year" means the year commencing on the first day of October and ending on the last day of September in each year;

"Member" means a member of the Company and refers to all classes of members;

"Secretary" means any person appointed to perform the duties of the Secretary of the Company;

Words importing the singular include the plural and vice versa; words importing the masculine gender shall include the feminine or neuter gender as the case may require.

3.1 The Regulations of the Act are excluded and shall not apply to the Company except insofar as they are repeated or contained in this Constitution.

3.2 The Company is established for the purposes set out in the Constitution.

4 LIABILITY

4.1 The liability of the Members is limited and each Member undertakes to contribute to the Company's property (if the Company is wound up while he or she is a Member) for the payment of the Company's debts and liabilities contracted before he or she ceases to be a Member and to the costs, charges and expenses of winding up and for adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding the amount of THIRTY DOLLARS ($30.00).

5 EMBLEM AND COLOURS OF THE CLUB

5.1 The emblem of the Club shall be a wreath of Scottish thistles surrounding a rampant lion.

5.2 The colours of the Club shall be tangerine with black and white (with alternative colours of either sky blue and white or white).

6 MEMBERSHIP

6.1 Membership of the Company shall be of six (6) classes, subject to clause 6.3.

6.2 Membership of the Company shall be restricted to a Member falling within one of the six (6) classes.

6.3 The Board may from time to time, as it sees fit, provide for different classes of membership.

6.4 The six (6) classes of membership shall be as follows:

(i) General Members
(ii) Life Members
(iii) Associate Members
(iv) Honorary Members
(v) Perpetual Foundation Members
(vi) Social Members.

6.5 Every Member, elected or admitted to, accepted for, or otherwise granted membership of the Club shall abide by the Constitution of the Club and by all such rules, decisions and instructions from time to time made or issued in accordance with the Constitution.

6.6 General Members

6.6.1 A person is qualified to be a general member of the Company if the person is a natural person:

(a) who has been nominated for general membership of the Company as provided for by clause 6.6.2;

(b) who is of good character and reputation in the Board's sole opinion; and

(c) who has been approved for general membership by the Board.

6.6.2 A nomination of a person for general membership of the Company:

(a) must be made by a General or Life Member in writing stating the full name and address of the nominee in such form as the Board may from time to time require; and

(b) must be lodged with the Secretary.

6.6.3 As soon as practicable after receiving a nomination for general membership, the Secretary must refer the nomination to the Board which, by majority vote, is to determine whether to approve or reject the nomination.

6.6.4 The nominee shall not be approved for membership by the Board if:

(a) the nominee is under legal age;

(b) the nominee is of questionable character or reputation, which the Board in its sole discretion shall determine;

(c) the nominee is a member of a disloyal or subversive organisation;

(d) the nominee has been convicted of such offence as in the opinion of the Board renders him or her unfit for membership; or

(e) the Board, in its absolute and sole discretion, considers that the nominee's election would not be in the best interests of the Club.

6.6.5 As soon as practicable after the Board makes a determination whether to approve or reject the nomination and upon payment by the nominee of the annual membership fee, the Secretary must:

(a) enter the nominee's name in the register of members, and
(b) on the name being so entered, the nominee becomes a Member of the Company and shall receive a membership badge or membership card.

6.7 Life Members

6.7.1 A person is qualified to be a life member of the Company if the person is a natural person:

(a) who has rendered outstanding loyal and devoted service to the Club; and

(b) whose active association with the Club extends over a period of not less than ten (10) years and includes activities beyond playing for the Club;

(c) who has been nominated for life membership as provided for by clause 6.7.2; and

(d) who has been approved for life membership by three-fourths of the Members present and entitled to vote at an Annual General Meeting.

6.7.2 A nomination of a person for life membership of the Club must be made in writing (including the basis for the nomination) by at least five (5) general members of the Club (not being honorary or associate members), be endorsed by the current Board and must be delivered to the Secretary at least fourteen (14) days prior to the date of the Annual General Meeting.

6.7.3 The Secretary must refer the nomination to the Annual General Meeting which is to determine whether to approve or reject the nomination and the duly nominated Member shall be elected to life membership upon the affirmative vote of not less than three fourths of the Members present and entitled to vote an at Annual General Meeting.

6.7.4 Not more than two (2) life members shall be elected at any one Annual General Meeting and there shall not be at any one time more than twenty five (25) life members of the Club.

6.7.5 A life member shall retain the voting rights and all other rights and privileges of a General Member of the Club, but is exempted from the payment of annual membership fees.

6.7.6 Life members shall be presented with a distinctive badge denoting the honour bestowed upon them by the Club.

6.7.7 The name and address of each life member and the date of his or her election shall be recorded in a life members register to be kept by the Secretary.

6.8 Associate Members

6.8.1 Upon the written request of any Member and at the sole and absolute discretion of the Board, the spouse of such Member may be admitted to associate membership of the Company.

6.8.2 Associate members shall enjoy the privilege of membership without payment of annual membership fees, except that such members shall not have voting rights at the Annual General Meetings and Extraordinary General meetings of the Club.

6.8.3 The Board may at any time, in its sole and absolute discretion, revoke the associate membership of any person without assigning any reason.

6.9 Honorary Members

6.9.1 Honorary membership may be granted by the Board, without payment of any subscription, to a person who is a natural person and who has one of the following qualifications:

(a) Manager or member of any visiting country, interstate or overseas sporting team for the duration of the visit of such team;

(b) A member of a football club which club is visiting the Club for the purpose of playing a football match against the Club;

(c) A member of a club registered under the provision of the Liquor Act for the purpose of participating in a sport or competition being held on the Club premises, which sport or competition is part of a recognised competition in which the Club is participating for the day of such visit;

(d) A prominent citizen or sportsperson visiting Brisbane for some special occasion; or

(e) A person of exceptional or unusual or distinguished merit.

6.9.2 A honorary member (other than a life member) shall be entitled only to the social privileges of the Club.

6.9.3 The Board shall have the power to cancel the honorary membership of any person at any time in its sole and absolute discretion without assigning any reason.

6.10 Perpetual Foundation Members

6.10.1 A Member is a Perpetual Foundation Member if that member paid $500.00 to the Club on or before the official opening of the Clubhouse in 1979.

6.10.2 A Perpetual Foundation Member shall retain the voting rights and all other rights and privileges of a General Member of the Club, but is exempted from the payment of annual membership fees.

6.11 Social Member

6.11.1 A person is qualified to be a Social Member if the person is a natural person:

(a) who has been nominated for social membership of the Company as provided for by clause 6.11.2;

(b) who is of good character and reputation in the Board's sole opinion; and

(c) who has been approved for social membership by the Board.

6.11.2 A nomination of a person for social membership of the Company:

(a) must be made by a General of Life Member in writing stating the full name and address of the nominee in such form as the Board may from time to time require; and

(b) must be lodged with the Secretary and the Secretary must refer the nomination to the Board which, by majority vote, is to determine whether to approve or reject the nomination.

6.11.3 As soon as practicable after the Board makes a determination whether to approve or reject the nomination and upon payment by the nominee of the annual membership fee, the Secretary must:

(a) enter the nominee's name in the register of members, and

(b) on the name being so entered, the nominee becomes a Member of the Company and shall receive a membership badge or membership card.

6.11.4 Social members shall enjoy the privilege of membership except that such members shall not have voting rights at the Annual General Meetings and Extraordinary General Meetings of the Club.

7 AGE LIMITATION

7.1 Notwithstanding anything in this Constitution, no person under eighteen (18) years of age shall be eligible to be admitted as a Member of the Company.

8 NO BENEFITS

8.1 No member shall be entitled to receive benefits in the Company which would not be available to other members. However, no income or property of the Club may be paid or transferred directly or indirectly to the Members of the Club.

8.2 Despite clause 8.1, the provisions of this Constitution shall not prevent the payment in good faith, of reasonable and proper remuneration to any officer, employee or servant of the Club, or to any members of the Club in return for any services actually rendered to the Club.

9 PATRON

9.1 The office of patron of the Club shall be conferred upon a person of eminence in either the community at large or within the spheres of football, or both, as a mark or honour and esteem.

9.2 The patron, by virtue of his or her office, shall be entitled to all the rights and privileges of membership of the Club.

10 CESSATION OF MEMBERSHIP

10.1 A person ceases to be a Member if that person:

(i) dies; or

(ii) resigns his or her membership in writing; or

(iii) is expelled from membership of the Company.

11 RESIGNATION OF MEMBERSHIP

11.1 Any person may resign their membership at any time by notifying the Secretary in writing with effect from the date specified in such notice and as of that date the Member shall cease to be a Member. Resignation shall not relieve the Member from payment of any annual membership fee or other money due or payable by them at the time of his or her resignation and resignation shall not entitle a Member to a refund of fees paid by him or her.

11.2 If a Member of the Club ceases to be a Member under clause 11.1, and in every other case where a Member ceases to hold membership, the Secretary must make an appropriate entry in the register of members recording the date on which the Member ceased to be a Member.

11.3 If a Member who has resigned from membership subsequently wishes to renew his or her membership of the Company, he or she may do so by paying the annual membership fee determined by the Company to be applicable at the time of his or her renewing membership.

11.4 Associate membership shall be automatically revoked if the associate's spouse resigns or otherwise ceases to be a member of the Company.

12 SUSPENSION, EXPULSION, AND OTHER PENALTIES

12.1 A complaint may be made to the Board by any person that a Member:

(a) has contravened the regulations or any rules, decisions or instructions from time to time in force; or

(b) has engaged in conduct such as to be prejudicial to the character or interests of the Club or the comfort and welfare of the Members or which renders him or her unfit to associate with the Members.

12.2 On receiving such a complaint, the Board:

(a) must cause notice of the complaint in writing to be served on the Member at the Member's last know address setting out the proposed enquiry into the Member's conduct;

(b) must give the Member at least seven (7) days from the time the notice is served within which to make submissions to the Board in connection with the complaint;

(c) must give the Member the opportunity to have the evidence against them given orally in their presence and must give the Member the right to ask questions of the witnesses in connection with the charges; and

(d) must take into consideration any submissions made by the Member in connection with the complaint.

12.3 The Board, may at a meeting of directors, by a two third majority vote of those present, fine, suspend, expel or otherwise deal with any Member if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved.

12.4 The Board shall not be obliged to state the facts, opinions or grounds on which a decision taken under this section is based.

12.5 If the Board expels or suspends a Member, the Secretary must, within seven (7) days after the action is taken, cause written notice to be given to the Member of the action taken, of the reasons given by the committee for having take that action and of the Member's right of appeal under clause 13.

12.6 The expulsion of a life member shall not be valid or take effect unless the matter be referred to a Extraordinary General Meeting called for the purpose and a three quarters majority of the Members present and entitled vote to endorse the expulsion.

12.7 The expulsion or suspension does not take effect until:

(a) the expiration of the period within which the Member is entitled to appeal against the resolution concerned; or

(b) If within that period, the Member exercises the right of appeal, unless and until the Club confirms the resolution under clause 13.4, whichever is the later.

13 RIGHT OF APPEAL

13.1 A Member who has been suspended or expelled, or whose application has been rejected, may within one month of receiving written notification of such decision, lodge with the Secretary written notice of his or her intention to appeal against the decision of the Board.

13.2 The notice may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.

13.3 On receipt of a notice from a Member under clause 13.1, the Secretary must convene, within three (3) months of the date of receipt by him or her of such notice, a general meeting to determine the appeal.

13.4 At a general meeting of the Club under clause 13.3:

(a) no business other than the question of the appeal is to be transacted; and

(b) the Member and the Board must be given the opportunity to state their respective cases orally or in writing, or both; and

(c) the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

14 REGISTER OF MEMBERS

14.1 The Company shall establish and maintain a register of Members specifying:

(i) The date on which the person became a Member;

(ii) The name and address of each person who is a Member; and

(iii) The class of membership to which that person has been admitted.

14.2 The register of Members shall be kept at the principal place of administration of the Company and shall be open for inspection, free of charge, by any Member at any reasonable hour upon reasonable prior notice to the Secretary.

14.3 The aforesaid right of inspection shall be subject to the non-disclosure of the personal details of those members who have requested, by written notice to the Secretary, that their personal details not be disclosed.

14.4 The Company shall establish and maintain a register of guests of a Member and visitors to the Club specifying:

(i) the name of each guest or visitor to the Club premises; and

(ii) the current place of residence of each guest or visitor or, if the guest or visitor is a member of a reciprocal club, the name of the reciprocal club.

15 FEES AND SUBSCRIPTIONS

15.1 A Member must, on admission to membership, pay to the Club an entrance fee in the sum that is from time to time prescribed by the Board. The entrance fee payable by general members shall not be more than $50.00.

15.2 In addition to any amount payable by the Member in Clause 15.1, a Member must pay to the Club an annual membership fee in the sum as from time to time determined by the Board. The annual membership fee shall not be less than $5.00 or more than $100.00.

15.3 Entrance fees and annual membership fees and any other fees or charges payable annually shall be payable in advance in full, according to the provisions of the by-laws or regulations or other decisions of the Board.

15.4 All annual membership fees, other than the first membership fee which must be submitted with the proposal for membership, shall become due on the 1st day of January and shall be payable in the month of February each year, and every year to the Secretary of the Club.

15.5 If the annual membership fee of a Member shall remain unpaid for a period of two (2) calendar months after it becomes due, then the Member may after notice of the default shall have been sent to him or her by the Secretary, be debarred by resolution of the Board from all privileges of membership and his or her name may be removed by the Committee from the register of members provided that the Board may reinstate the Member and restore their name to the register on payment of all arrears if the Board thinks fit to do so.

15.6 The Board may at any time or times, suspend the payment of entrance fees, either generally or in respect to individual cases and shall have discretionary power to fix and determine or waive the entrance fee chargeable to any Member under any special circumstances that may arise.

16 GENERAL MEETINGS

16.1 Annual General Meeting

In addition to any other meeting held by the Company, the Company shall hold a General Meeting (to be called the Annual General Meeting) at least once in every calendar year, within three (3) months after the end of the Financial Year. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

16.2 Extraordinary General Meeting

16.2.1 Any Director may whenever he or she requires convene an Extraordinary Meeting of the Company. The Secretary shall call an Extraordinary General Meeting upon:-

(i) the special resolution of the Board to that effect; or

(ii) receipt of a requisition from a Member as provided for by the Act.

17 NOTICE

17.1 Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, fourteen (14) days notice at the least (exclusive of the day in which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place, day and hour of the meeting and, in the case of special business, the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.

17.2 Where the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Company, at least twenty-one (21) days' notice at the least (exclusive of the day in which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, day and hour of the meeting and the general nature of the business to be transacted shall be given to such persons as are entitled to receive such notices from the Company, specifying the intention to propose a resolution as a special resolution.

18 BUSINESS

18.1 All business that is transacted at an Extraordinary General Meeting shall be special business.

18.2 All business that is transacted at an Annual General Meeting except:

(i) confirmation of the minutes of the last preceding Annual General Meeting and any Extraordinary General Meeting held since that meeting;

(ii) consideration of the accounts and balance sheet of the Company;

(iii) receiving the report of the Board;

(iv) receiving the report of the auditors;

(v) the election of the Board in place of those retiring;

(vi) appointment of the auditors (when required); and

(vii) determination of the annual membership fee for the next Financial Year,

shall be special business.

19 PROCEEDINGS AT GENERAL MEETINGS

19.1 Quorum

(i) No business shall be transacted at any General Meeting unless a quorum of Members entitled under these rules to vote is present at the time the meeting proceeds to business.

(ii) A quorum shall be constituted by double the number of members presently on the Board plus one.

(iii) If within fifteen minutes 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 next week at the same time and place, or to such other day and at such other time and place as the Board may determine.

(iv) If at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, the Members present who are entitled to vote shall constitute a quorum.

19.2 Chairperson

(i) The President shall preside as chairperson at each General Meeting of the Company.

(ii) If there is no President or if he or she is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Deputy President shall preside as chairperson at the General Meeting.

(iii) If both the President and the Deputy President are absent from a General Meeting or unwilling to act, the Members present shall elect one of their number to preside as chairperson at the meeting.

(iv) The chairperson shall maintain order and conduct the meeting in a proper and orderly manner.

19.3 Adjournment

(i) The chairperson of a General Meeting at which a quorum is present, with the consent of the majority of Members present at the meeting, may 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.

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

(iii) Except as provided in subclauses 17.1 and 17.2, notice of a General Meeting of the business to be transacted at an adjourned meeting is not required to be given.

19.4 Voting

At any General Meeting, a resolution put to the vote of the meeting shall be decided 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, carried unanimously or lost (or an entry to that effect is made in the minute book of the Company) is evidence of the fact without proof of the number or proportion of votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

19.5 Poll

If a poll is duly demanded, it shall be taken in such manner and either at once or after interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of a chairman or on a question of adjournment shall be taken at once.

19.6 Voting

Upon any question arising at a General Meeting of the Company, Members shall have the following votes according to their class of membership:

(a) General members – one vote
(b) Life members – one vote
(c) Associate members – no vote
(d) Honorary members – no vote
(e) Perpetual foundation members –one vote
(f) Social members – no vote

All votes shall be given personally or by proxy provided that no Member may hold more than two (2) proxies.

In the case of an equality of votes on a question at a General Meeting (whether on a show of hands or on a poll), the chairperson of the meeting is entitled to exercise a second or casting vote.

A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote by their committee or by their trustee or by such other person as properly has the management of their estate and any such committee, trustee or other person may vote by proxy.

When voting, a Member shall only be entitled to vote all the number of votes to which they are entitled according to the class of membership.

19.7 Proxies

(i) Each Member shall be entitled to appoint another Member as proxy by notice given by the Member appointing the proxy directly to the Secretary no later than forty-eight (48) hours before the time of the meeting in respect of which the proxy is required.

(ii) The notice appointing the proxy shall be in a form provided by the Secretary based on the following form, including details of the resolution to be voted on:

Grange Thistle Football Club Limited – PROXY FORM

I, _____

of _____

being a member of the Grange Thistle Football Club hereby appoint

_____ as my proxy to vote for me on my behalf at the Annual General Meeting of the Club, to be held on the **xx day of xx 20xx** and at any adjournment thereof.

My proxy is hereby authorised to vote as follows (leave blank if the proxy is to vote as he or she thinks fit):

Resolution to be voted on	*Details of Option 1*	
	Details of Option 2	

Signed by: _____this _____ day of _____20___

This form must be physically signed and delivered by the Member appointing the proxy directly to the Grange Thistle Football Club Limited Secretary e.g. scanned/ photographed and emailed to secretary@grangethistle.com, by xx day of xx 20xx X:XXxm. No Member may hold more than two proxies.

(iii) A proxy may, but need not, be a Member.

19.8 The Board of Directors

(i) The Board of Directors of the Company shall consist of:

(a) The President;
(b) The Deputy President;
(c) The Treasurer;
(d) The Chairman, Senior Football Committee;
(e) The Chairman, Junior Football Committee;
(f) The Director of Female Football;
(g) Not less than one (1) and not more than five (5) other directors unless any director holds more than one of the positions specified in (a) to (f) above in which case the minimum number of directors on the Board shall be not less than six (6) and the maximum number of directors shall not exceed eleven (11). The following roles will be assigned by the President to these five other directors:
    1. Director of Commercials;
    2. Director of Grants;
    3. Director of Facilities;
    4. Director of Equipment;
    5. Director of Hospitality.

(ii) Each member of the Board shall hold office until the conclusion of the Annual General Meeting following the date of the members' election, when they shall retire. Board members are eligible for re-election.

(iii) If a casual vacancy arises in the membership of the Board, the Board may appoint a General Member of the Company to fill the vacancy. The member appointed shall hold office until the conclusion of the Annual General Meeting following the date of the member's appointment.

(iv) No director shall receive any remuneration for his or her services in the capacity as a director.

20 ELECTION OF BOARD MEMBERS

20.1 Election of members of the Board shall take place as follows:

(i) Any two (2) Members of the Company shall be at liberty to nominate any other Member to serve as a member of the Board.

(ii) The nomination:

(a) shall be in writing and signed by the Member and their proposer; and

(b) shall be delivered to the Secretary at least fourteen (14) days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.

(iii) If insufficient nominations are received for any position on the Board, the chairperson may call for nominations for that position from the floor of the meeting.

(iv) If necessary, balloting lists shall be prepared containing the names of the candidates only (in alphabetical order) and each Member present at the Annual General Meeting (entitled to vote according to the class of shares held) may vote for any number of such candidates not exceeding the number of the vacancies.

(v) In case there may not be a sufficient number of candidates nominated, the Board shall fill up the remaining vacancy or vacancies.

20.2 Numbers

The Company may from time to time, by ordinary resolution passed at a General Meeting, increase or reduce the number of directors.

20.3 Appointment

20.3.1 The Board shall have the power at any time to appoint any Member to the Board either to fill a casual vacancy or as an addition to the existing members of the Board so that the total number of members of the Board shall not at any time exceed the number fixed in accordance with this Constitution. Any member of the Board so appointed shall hold office only until the next following Annual General Meeting.

20.3.2 Any director may, from time to time and at any time, appoint any person approved by the Board to be an alternate director of the Company, and may at any time revoke such appointment. If the director making the appointment is one approved by the Board, the appointee must also be one approved by the Board, but shall otherwise be subject to the provisions of these presents with regards to directors. An alternate director shall be entitled to receive notices of all meetings of the Board, and to attend and vote as a director at any such meeting at which the director appointing him or her is not personally present, and generally, to perform all the functions of a director in the absence of such appointor. An alternate director shall, ipso facto, cease to be an alternate director if their appointor ceases for any reason to be a director, provided that if a director retires by rotation, but is re-elected by the meeting at which such retirement took effect, any appointment made by him or her pursuant to this clause which was in force immediately prior to his or her retirement shall continue to operate after their re-election as if they had not so retired.

20.4 Removal

The Company by special resolution may remove any member of the Board before the expiry of his or her period of office and may by an ordinary resolution appoint another person in their place. The person so appointed shall hold office only until the next following Annual General Meeting.

21 CEASING TO BE A MEMBER OF THE BOARD OF DIRECTORS

21.1 The office of a member of the Board shall become vacant if the member:

(i) ceases to be a member of the Board by virtue of the Act;

(ii) becomes bankrupt or makes any arrangement or composition with their creditors generally;

(iii) becomes prohibited from being a member of a company by reason of any order made under the Act;

(iv) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(v) resigns their office by notice in writing to the Secretary;

(vi) for more than three (3) months is absent without the permission of the Board from meetings of the Board held during that period;

(vii) holds any salaried office of profit under the Club.

22 PRESIDENT

22.1 The duties of the President shall be to:

(i) preside over all meetings of the Board of Directors and be responsible for the good order of the Board.

(ii) To preside over the whole of the operations and administration of the Club.

23 DEPUTY PRESIDENT

23.1 The duties of the Deputy President shall be to assist the President as and when required and shall carry out the duties of the Present in the President's absence.

24 SECRETARY

24.1 A secretary may be engaged by the Board on such terms and conditions and for such period as the Board considers and any person so engaged may be discharged or the engagement otherwise terminated at the discretion of the Board.

24.2 The Board may appoint a Member of the Company as an honorary secretary and may determine any such appointment at its discretion. A Member so appointed shall thereupon become ex officio a member of the Board until the next Annual General Meeting or until the termination of his or her appointment, whichever occurs first.

24.3 The duties of the Secretary shall be to:

(i) keep minutes of all Board and members' meetings;

(ii) maintain the register of members' names and addresses;

(iii) maintain records of all appointments of office bearers;

(iv) disseminate information concerning the affairs and matters of the Company to all members;

(v) administer the business and affairs of the Company on a day to day basis.

25 TREASURER

25.1 The Treasurer shall ensure that:

(i) all money due to the Company is collected and received;

(ii) all payments authorised by the Board are made; and

(iii) correct books and accounts are kept showing the financial affairs of the Company, including full details of all receipts and expenditure concerned with the activities of the Company.

26 DIRECTOR OF FEMALE FOOTBALL

26.1 The purpose of the Director of Female Football role is to drive the uplift in female football, and to ensure a pathway for female football players at the Club, by focussing on female-specific football matters in collaboration with the other Board Members.

26.2 The duties of the Director of Female Football shall be to:

(i) develop, implement and maintain a Strategic Plan to uplift female football at the Club;

(ii) internally and externally promote female football at the Club;

(iii) drive a culture at the Club that supports female football, and ensure the identification and resolution of gender-specific issues that could discourage female football; and

(iv) work with the Director of Grants and Director of Commercials to obtain funding to enhance female facilities at the Club.

27 POWERS AND DUTIES OF THE BOARD

27.1 Management

The administrative and general policies of the Company shall be determined from time to time by the Board, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Law or by this Constitution, required to be exercised by the Company in General Meeting, subject nevertheless to any of this Constitution, to the provisions of the Act and any regulations not being inconsistent with the Constitution. No regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

27.2 Powers

Subject to the Law, this Constitution and any rules or regulations of the Company and any resolution passed by the Company in General Meeting, the Board:

(i) shall control and manage the affairs of the Company;

(ii) may exercise all such functions as may be exercised by the Company other than those functions that are required by this Constitution to be exercised by a General Meeting of the members;

(iii) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Company;

(iv) may exercise all the powers of the Company to borrow money;

(v) may exercise all the powers of the Company to mortgage or charge its property or any part thereof; and

(vi) may exercise all the powers of the Company to issue debentures or other securities, whether outright or as security for any debt, liability or obligation of the Company.

(vii) May appoint from among the Board's members or from members of the Club, sub-committees for any purpose whatever which from time to time it may think desirable and to delegate to any such sub-committee such powers as it may thing fit and to revoke or alter such powers. Unless otherwise specified in the minute of directors appointing the sub-committee, the quorum of all sub-committees shall consist of a majority of the members of the sub-committee.

(viii) May make such by-laws, rules or regulations not inconsistent with the Constitution of the Club, as in the opinion of the Board are necessary or desirable for the proper control, administration and management of the Club's finances, affairs, interests, effects and property and for the convenience, comfort and well being of the members of the Club and to amend or rescind from time to time any such by-laws, rules and regulations.

(ix) May enforce the observance of all by-laws, rules and regulations by suspension from enjoyment of any of the Club privileges or otherwise as the Board deems fit.

(x) May institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club.

(xi) may determine who shall be entitled to sign or endorse on the Club's behalf, contracts, receipts, acceptances, cheques, bills of exchanges, promissory notes and other documents or instruments.

(xii) may fix the maximum number of each class of members who may be admitted to the Club.

(xiii) may impose any restrictions or limitations on the rights and privileges of members, honourary members and guests relating to their use of the Club premises and/or any amenity or facility of the Club or relating to their conduct, behaviour, clothing and dress while on the Club premises.

27.3 Minutes

The Board shall cause minutes to be made and entered into a book kept for the purpose:

(i) of all appointments of officers and servants;

(ii) of names of members of the Board present at all meetings of the Company and of the Board; and

(iii) of all resolutions and proceedings at all meetings of the Company and of the Board.

These minutes shall be signed by the chairperson of the meeting at which the proceedings were held or by the chairperson of the next succeeding meeting.

28 PROCEEDINGS OF THE BOARD OF DIRECTORS

28.1 Meetings

(i) The Board shall meet at least ten (10) times in each period of twelve (12) months at such place and time as the Board may determine.

(ii) A member of the Board may at any time, and the Secretary shall on the requisition of a member of the Board, summon a meeting of the Board.

(iii) The date of all meetings of the Board shall be fixed at the preceding meeting, but failing this written or oral notice (including notice via telephone) of a meeting of the Board shall be given by the Secretary to each member of the Board at least seven (7) days (or such period as may be unanimously agreed) before the time appointed for the holding of the meeting.

(iv) The quorum necessary for the transaction of the business of the Board shall be a simple majority of the directors or such other number as may be fixed by the Board.

(v) No business shall be transacted by the Board unless a quorum is present and if, within fifteen minutes of the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned to the same place at the same time in the next week.

(vi) If at the adjourned meeting a quorum is not present within fifteen minutes of the time appointed for the meeting, the meeting shall be dissolved.

(vii) Questions arising at any meeting of the Board shall be determined by a majority of votes and a determination by a majority of the members of the Board shall for all purposes be deemed a determination of the Board. In case of an equality of votes, the chairperson of the meeting shall have a second or casting vote.

(viii) At any meeting of the Board:

(a) the Chairman or, in the Chairman's absence, another Director shall preside; or

(b) if the Chairman and another Director are absent or unwilling to act, such one of the remaining members of the Board as may be chosen by the members present at the meeting shall preside.

(ix) A member of the Board shall not vote in respect of any contract or proposed contract with the Company in which they are interested or any matter arising therefrom and if they do so, their vote shall not be counted.

(x) The continuing members of the Board may act notwithstanding any vacancy of the Board but if their number is reduced below the number fixed as a necessary quorum of the Board, the continuing members may act for the purpose of increasing the number of members of the Board to that number or if summoning a General Meeting of the Company, but for not other purpose.

(xi) The Board may delegate any of its powers to subcommittees consisting of such member of members of the Board as they think fit. Any subcommittees so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.

(xii) A resolution in writing signed by all the members of the Board for the time being entitled to receive notice of a meeting of the Board shall be 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 members of the Board.

29 SENIOR FOOTBALL COMMITTEE

29.1 A Senior Football Committee shall be responsible and accountable to the Board for the proper and efficient operation and management of senior football within the Club.

29.2 The Senior Football Committee shall be composed of the Chairman of the Committee and such other members as approved by the Board.

29.3 The Chairman of the Senior Football Committee shall be the person elected to that position on the Board of Directors.

29.4 The Board of Directors shall have the power to determine the duties and responsibilities of the Senior Football Committee and every member of that Committee and to revoke any appointment made to the Committee.

30 JUNIOR FOOTBALL COMMITTEE

30.1 A Junior Football Committee shall be responsible and accountable to the Board of Directors for the proper and efficient operation and management of junior football with the Club.

30.2 The Junior Football Committee shall be composed of the Chairman of the Committee and such other members as approved by the Board.

30.3 The Chairman of the Junior Football Committee shall be the person elected to that position on the Board of Directors.

30.4 The Board of Directors shall have the power to determine the duties and responsibilities of the Junior Football Committee and every member of that Committee and to revoke any appointment made to the Committee.

31 OTHER COMMITEES

31.1 The Board may appoint such other committees as may from time to time be deemed necessary, desirable or in any way beneficial to the Club and may terminate all or such appointments at its discretion.

31.2 The powers, duties and responsibilities of all such committees shall be determined by the Board.

32 DUTIES OF OTHER DIRECTORS

32.1 Director of Commercials

(i) The purpose of the Director of Commercials role is to provide a central point to lead and develop opportunities for funding and sponsorship into the Club.

(ii) The duties of the Director of Commercials shall be to:

(a) develop and maintain an integrated Club funding and sponsorship strategy;
(b) prepare and submit funding bids to organisations;
(c) work with other organisations to develop joint bids;
(d) ensure the profile of the Club is maintained.

(iii) All funding and sponsorship arrangements that relate to the Club must be approved by the Director of Commercials or the Board or an approved delegate.

32.2 Director of Grants

(i) The purpose of the Director of Grants is to seek and apply for grants on behalf of the Club.

(ii) The duties of the Director of Grants shall be to:

(a) identify and suggest grant opportunities;
(b) prepare grant submissions in partnership with Club directors and members as appropriate;
(c) ensure the carrying out the terms of any grant to its finalisation or acquittal;

(d) establish and maintain effective working relationships with key grant providers.

(iv) All Grants applied for on behalf of the Club must be approved by the Director of Grants or the Board or an approved delegate.

32.3 Director of Facilities

(i) The purpose of the Director of Facilities role is to ensure the smooth management, operation and maintenance of Club building infrastructure and facilities.

(ii) The duties of the Director of Facilities shall be to:

(a) log, analyse and track maintenance requests;
(b) issue and manage work orders to perform maintenance;
(c) identify opportunities to enhance facilities and operating practices.

(iii) All Club facilities maintenance and enhancements must be approved by the Director of Facilities or the Board or an approved delegate.

32.4 Director of Equipment

(i) The purpose of the Director of Equipment is to facilitate the management of all football related equipment required by the Club.

(ii) The duties of the Director of Equipment shall be to:

(a) manage the acquisition, storage and distribution of all the football equipment that players, junior club referees and coaches require for training and matches;
(b) ensure that all equipment purchasing are made in accordance with the relevant financial budgets and equipment-related activities are carried out in a cost effective manner.

(iii) All acquisition, distribution and disposal of Club football related equipment must be approved by the Director of Equipment or the Board or an approved delegate.

32.5 Director of Hospitality

(i) The purpose of the Director of Hospitality is to facilitate the management of food and beverage required by the Club.

(ii) The duties of the Director of Hospitality shall be to:

(a) manage the acquisition, sale and disposal of all the food and beverage required by the Club;
(b) ensure that all food and beverage sales are carried out in compliance with relevant legislation.

(iii) All acquisition, sale and disposal of Club food and beverage must be approved by the Director of Hospitality or the Board or an approved delegate.

33 MISCELLANEOUS

33.1 Accounts

The Board shall cause proper accounting and other records to be kept and shall distribute to all members copies of every profit and loss account and balance sheet accompanied by a copy of the auditor's report thereon as required by the law, provided however that the Board shall cause to be made out and laid before each General Meeting a balance sheet and

profit and loss account made up to date not more than six (6) months before the date of the meeting.

33.2 Auditor

The Company shall appoint a properly qualified auditor or auditors and the Board shall fix his or their remuneration and duties in accordance with the Law.

33.3 Inspection of Books etc

The record books and other documents of the Company shall be open to inspection free of change by any Member at any reasonable hour upon reasonable notice to the Secretary.

33.4 Funds – Management

All cheques (with the exception of cheques on the Company's Gaming Bank Account), drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any two (2) members of the Board or employees of the Company, being members or employees authorised to do so by the Board. In relation to the Company's Gaming Bank Account, cheques shall be signed by one (1) member of the Board or employee, being members or employees authorised to do so by the Board.

33.5 By-laws, rules and regulations

33.5.1 Any by-law, rule or regulation made under this Constitution shall come into force and be fully operative upon the posting of an appropriate notice containing such by-law, rule or regulation on the notice board.

33.5.2 The Club in general meeting may revoke and disallow any such by-law, rule or regulation, provided that the notice convening the meeting specified the by-law, rule or regulation objected to.

33.5.3 Neither the revocation or disallowance by the Club in general meeting of any by-law, rule or regulation, nor the knowledge that it might take place, nor its amendment or rescission ion by the Board shall invalidate any act by the Board or by an officer or servant of the Club prior to such amendment or rescission.

33.6 Notices

Any notice required by the Act or by or under this Constitution may be given to any Member either personally or by sending it by email or post to the Member at the email address or postal address supplied by him or her to the Company. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice and to have been effected in the case of a notice of meeting on the day after the date of its posting and in any other case, at the time in which the letter would be delivered in the ordinary course of post. Where a notice is sent by email, service of the notice shall be deemed to be on the next business day after the day on which the email was sent.

33.7 Service of liquor

The Club is only to sell liquor on the licensed premises in accordance with the provisions of the *Liquor Act 1992* (Qld).

34 WINDING-UP

34.1 If, upon the winding-up or dissolution of the Company, there remains after satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income on property amongst its or their Members to an extent at least as great as imposed upon the Company, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution and in default by a Judge of the Supreme Court of

Queensland. If and so far as effect cannot be given to this clause, then any property shall be distributed to some charitable object.

35 INDEMNITY

35.1 The Company shall indemnify any board member, director, secretary or executive officer of the Company against a liability incurred as an officer or auditor of the Company to the fullest extent permitted by the Act.

35.2 Every employee who is not a board member, director, secretary or executive office of the Company may be indemnified out of the property of the Company against a liability:

(a) incurred by the employee acting in that capacity;

(b) for the costs and expenses incurred by an employee:

(i) in defending proceedings, whether civil or criminal, in which judgement is given in favour of the employee 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 employee under the Act.

36 PERSONS ENTITLED TO NOTICE

36.1 Notice of every General Meeting shall be given in the manner hereinbefore authorised to:

(i) every Member; and

(ii) the auditor or auditors for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.