

CONSTITUTION

and

BY-LAWS

affiliated with



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CONSTITUTION

1 NAME

- 1.1 The name of the incorporated association shall be THE UNIVERSITY OF QUEENSLAND TENNIS CLUB INC. (hereinafter called the "Club").

2 OBJECTS

- 2.1 The objects for which the Club is established are:

- (a) to promote, develop and organise the game of Tennis at The University;
- (b) to encourage the participation of members of The University community and the local community (consistent with The University's Community Service Policy) in Tennis activities on Campus;
- (c) to provide a range of competitive and non-competitive Tennis that caters for varying levels of involvement, commitment and skill;
- (d) to provide opportunities and support for members to improve their skills and develop their full potential;
- (e) to cooperate with other organisations with similar objectives in promoting and developing the game of Tennis;
- (f) to advise The University and UQ Sport on the facilities needed to cater for Tennis on Campus and to work with these bodies to provide and maintain such facilities;
- (g) to promote, develop and organise other racquet/paddle games at The University, as selected by the Management Committee, such as, but not limited to, Pickleball, POP Tennis, Padel and Beach Tennis;
- (h) to promote and develop inter-university sport; and
- (i) to do all such things as are conducive or incidental to the attainment of the above objects or any of them.

3 POWERS

- 3.1 The Club has, in the exercise of its affairs, all the powers of an individual.

- 3.2 The Club may, for example:

- (a) enter into contracts;
- (b) acquire, hold, deal with and dispose of property;
- (c) make charges for services and facilities it supplies;
- (d) appoint and employ staff on a full-time, part-time or casual basis and may suspend or terminate such staff; and
- (e) do other things necessary or convenient to be done in carrying out its affairs.

- 3.3 The Club may take over the funds and other assets and liabilities of the present unincorporated association known as 'The University of Queensland Tennis Club'.

- 3.4 The Club may also issue secured and unsecured notes, debentures and debenture stock for the Club.

- 3.5 The Club may take disciplinary action against any member or team for any breach of this Constitution or the By-Laws (including the Fixture Rules and the Codes of Behaviour) or for any behaviour to the prejudice of the image and integrity of the Club or the game of Tennis. This disciplinary action includes, but is not limited to, the power to award a point, game, set or match to an opposing player or team and to reduce the points won by a team in Fixtures; to reprimand individuals and teams; to impose suspensions and fines on individuals and teams; and to expel individuals and teams from the Club.

4 AFFILIATION

- 4.1 The Club may affiliate with any bodies formed for the purpose of promoting and developing university sport.

- 4.2 The Club may affiliate with any bodies formed for the purpose of promoting and developing the game of Tennis.
- 4.3 The decision to affiliate with a body or to terminate such an affiliation shall be made by the Management Committee by way of a motion passed by a majority of not less than three-quarters of the votes cast by the people present in person who are eligible to vote; provided that notice of the motion has been circulated to all members of the Management Committee at least seven (7) days before the meeting at which the motion is to be considered.
- 4.4 If the Club is affiliated with Tennis Queensland:
- (a) The appropriate office-bearers shall sign such application forms each year as may be required under the Tennis Queensland Constitution and By-Laws on behalf of the Club and the Club shall pay annual affiliation fees and other fees, which shall be of such amount and payable at such times as may be prescribed in the By-Laws of Tennis Queensland.
 - (b) The Club and its members shall, so far as the same are applicable, be bound by and comply with the Constitution and By-Laws of Tennis Queensland.
 - (c) Members of the Club shall be Registered Persons of the Company, Tennis Queensland, but shall not be Company Members, and consequently, shall not be conferred or imposed with the rights and obligations of Company Membership.
 - (d) If required under the Constitution of Tennis Queensland, Members of the Club shall pay to the Club Registered Persons Fees [unless exempted by Clauses 6.5(c) and 6.6(c)], which shall be of such an amount and payable at such times as may be prescribed in the Constitution and By-Laws of Tennis Queensland.
- 4.5 If the Club is affiliated with UQ Sport:
- (a) The Club and its members shall, so far as the same are applicable, be bound by and comply with the Constitution of UQ Sport.
 - (b) If required under the Constitution of UQ Sport, members of the Club must be financial members of UQ Sport [unless exempted by Clauses 6.5(c) and 6.6(c)].
 - (c) Where membership of UQ Sport is mandatory, the Management Committee may, at its absolute discretion [and without the need to comply with Clauses 10.5(b) and 10.5(c)], suspend from all competitions or cancel the membership of a person who is not a financial member of UQ Sport.
- 4.6 If the Club is affiliated with another body:
- (a) The Management Committee shall elect annually a certain number of its members, as prescribed in such body's rules and at such time as prescribed therein, to act as its Delegates to any administrative, legislative or advisory council or committee of that body, as the case may be.
 - (b) A Delegate elected in accordance with Clause 4.6(a) shall (unless that Delegate shall earlier cease to be a Delegate in accordance with the body's rules) hold that position from the date of such election until immediately prior to the election in the next year, at which time that Delegate shall automatically retire from that position.
 - (c) The Management Committee may resolve by a simple majority to remove any such Delegates provided that at least seven (7) days before the meeting at which the resolution is to be considered, all members of the Management Committee have had notice of the intended resolution and the Delegate shall, at such meeting, have had the opportunity of giving an explanation orally or in writing.
 - (d) In the event of a vacancy arising in the position of a Delegate, the Management Committee shall elect another Delegate in the place of the former Delegate and such person shall hold the position of Delegate only for the period in which the predecessor of such person would have held the position had the vacancy not occurred.
 - (e) Where the body's rules include the requirement for the Club to recognise disciplinary decisions and penalties imposed by that body against an individual, such penalties imposed on an individual who is a member of the Club shall automatically be imposed on such member without the need to comply with any of the disciplinary hearing procedures laid down in this Constitution or the By-Laws.

5 COMPETITIONS

- 5.1 The general rules of play used for all Tennis competitions conducted by the Club (including fixtures and tournaments) shall be the Rules of Tennis approved by the ITF and adopted by Tennis Australia except where specifically altered by the procedures laid down in Clause 5.2 for a particular competition.
- 5.2 Competitions of the Club shall be conducted according to such rules as may be prescribed in the By-Laws or, failing any By-Law in that respect, as determined by the Management Committee from time to time.
- 5.3 The Management Committee may appoint such referees or match supervisors as it thinks fit to officiate at competitions conducted by the Club.
- 5.4 Such referees or match supervisors shall ensure that competitions are conducted according to the rules set down in this Constitution, the By-Laws or by the Management Committee and shall be able to apply such penalties as are allowed under such rules.
- 5.5 For competitions conducted by the Club, the Management Committee shall have sole discretion:
- (a) to decide which competitions (including fixtures and tournaments) the Club shall conduct;
 - (b) to decide which applicants shall be accepted for a particular competition;
 - (c) for team competitions, to select the players for each team; and
 - (d) to divide individuals and teams into grades, levels or sections based on standard or any other criteria it deems appropriate.
- 5.6 For competitions conducted by other bodies, the Management Committee shall have sole discretion:
- (a) to decide in which competitions (including fixtures and tournaments) the Club shall enter teams or individuals;
 - (b) to decide which applicants shall be accepted for a particular competition;
 - (c) to select the individuals and, for team competitions, the players for each team to represent the Club; and
 - (d) to decide, each season, the levels or grades to nominate individuals or teams for in competitions with multiple levels or grades.
- 5.7 The Club may conduct competitions (including fixtures and tournaments) in conjunction with or for other bodies.

6 CLASSES OF MEMBERSHIP

- 6.1 The membership of the Club shall consist of the following classes of members:
- (a) Ordinary Members
 - (b) Associate Members
 - (c) Junior Members
 - (d) Honorary Life Members
 - (e) Honorary Members
 - (f) Restricted Members
- 6.2 Ordinary Members:
- (a) The number of Ordinary members shall be unlimited.
 - (b) Ordinary Membership shall be open to those persons who are not minors and who are students, past students or staff of The University or other persons, as defined in By-Law 4.1.
 - (c) Subject to Clauses 29.1(e) and 29.2, Ordinary Members shall have the right to attend, speak, vote and move or second resolutions and nominations at general meetings of the Club.
 - (d) Ordinary Members shall have the right to stand for election for any position on the Management Committee.

6.3 Associate Members:

- (a) Subject to Clause 4.5(a), the number of Associate Members shall be unlimited.
- (b) Associate Membership shall be open to those persons who are not eligible to be Ordinary Members and who are not minors, as defined in By-Law 4.2.
- (c) Subject to Clause 29.2, Associate Members shall have the right to attend and speak at general meetings of the Club but shall not be entitled to vote or move or second resolutions and nominations.
- (d) Subject to Clause 14.1(a), Associate Members shall have the right to stand for election for any position on the Management Committee.

6.4 Junior Members:

- (a) Subject to Clause 4.5(a), the number of Junior Members shall be unlimited.
- (b) Junior Membership shall be open to those persons who are not eligible to be Ordinary Members and who are minors, as defined in By-Law 4.3.
- (c) Subject to Clause 29.2, Junior Members shall have the right to attend and speak at general meetings of the Club but shall not be entitled to vote or move or second resolutions and nominations.
- (d) Junior Members shall not have the right to stand for election for any position on the Management Committee.

6.5 Honorary Life Members:

- (a) The number of Honorary Life Members shall be limited to twenty (20) persons living at any one time.
- (b) Honorary Life Membership may be conferred on a member who has rendered exceptional and honourable service to the Club over a substantial period of time. Honorary Life Membership shall only be conferred by special resolution at a general meeting upon the recommendation of the Management Committee and no more than Four (4) Honorary Life Members may be elected in a calendar year.
- (c) Honorary Life Members shall be exempted from paying annual membership fees and Fixture fees and shall have all the rights of Ordinary Members and such other rights as the Management Committee may determine from time to time. Clauses 4.4(d), 4.5(b) and 4.5(c) do not apply to Honorary Life Members unless they are playing Fixtures with the Club or are members of the Management Committee. Any reference in this Constitution to the rights of an Ordinary Member (such as the right to vote or nominate for elections) is deemed to mean that such rights also apply to an Honorary Life Member.

6.6 Honorary Members:

- (a) The number of Honorary Members shall be limited to twenty (20) persons at any one time.
- (b) Honorary Membership may be granted by the Management Committee to any person it considers has rendered exceptional service to the Club, the sport of Tennis or the community.
- (c) Honorary Members shall be exempted from paying annual membership fees and shall be entitled to such benefits as the Management Committee may determine from time to time except that Honorary Members shall not play Fixtures with the Club, participate in Club tournaments or have the right to attend general meetings of the Club. Clauses 4.4(d), 4.5(b) and 4.5(c) do not apply to Honorary Members.

6.7 Restricted Members:

- (a) Subject to Clause 4.5(a), the number of Restricted Members shall be unlimited.
- (b) Restricted Membership shall be open to any person approved by the Management Committee to enable them to play in a limited number of Club programs.
- (c) Restricted Membership may consist of various sub-classes as prescribed in the By-Laws or, failing any By-Law in that respect, as determined by the Management Committee from time to time.
- (d) Restricted Members shall not have the right to stand for election for any position on the Management Committee and shall not have the right to receive notice of, attend, speak, vote and move or second resolutions and nominations at general meetings of the Club.

- (e) Restricted Members shall be entitled to such benefits as are prescribed in the By-Laws or, failing any By-Law in that respect, as determined by the Management Committee from time to time; provided that a Restricted Member generally pays a higher fee than Ordinary, Associate and Junior Members for any program where a fee applies.

7 MEMBERSHIP

- 7.1 Every person who at the date of incorporation of the Club was a member of the unincorporated club shall be admitted by the Management Committee to the equivalent class of membership of the Club as that member held in the unincorporated club.
- 7.2 Every member of the Club who previously to becoming a member of the Club has paid the member's subscription on or before the date fixed by the Management Committee for the purpose, as a member of the unincorporated club, shall not be liable to pay any further sum by way of annual subscription to the Club for the period before the date fixed by the Management Committee as the date the next annual subscription becomes due.
- 7.3 Applications for Membership:
 - (a) An application for Ordinary, Associate, Junior or Restricted Membership shall be made in writing and shall be in such form as the Management Committee from time to time prescribes.
 - (b) An application by an Ordinary, Associate, Junior or Restricted Member for his/her membership to be renewed shall be in such form as the Management Committee from time to time prescribes.
 - (c) Membership Application and Membership Renewal Forms must be signed by the applicant to the effect that he/she agrees to be bound by and comply with the Constitution and By-Laws of the Club.
- 7.4 Members' Information:
 - (a) In addition to the applicant's full name, address and contact details, such Membership Application and Membership Renewal Forms may be used to collect other personal information required to confirm the class of membership or deemed necessary for the Club's ongoing activities (such as occupation, date of birth, sex and Tennis experience).
 - (b) Unless a written direction to the contrary is received from that Club member, the Management Committee may provide the contact details of any member to other members, as deemed necessary for the functioning of fixture teams.
 - (c) Such personal information about each member as is deemed appropriate by the Management Committee may be provided to another body with which the Club is affiliated, consistent with that body's constitution.
 - (d) Although not obliged to do so at law, the Club will use reasonable endeavours to collect and handle members' information in accordance with the Privacy Act and the National Privacy Principles pursuant to the Privacy Act.
- 7.5 Nominations for Honorary Life Membership and Honorary Membership:
 - (a) Nominations for Honorary Life Membership and Honorary Membership shall be in the form of a motion at a meeting of the Management Committee.
 - (b) Such nominations must be accompanied by any supporting information required by the Management Committee from time to time.

8 FEES

- 8.1 The membership fees for each class of membership shall be such sum as may be prescribed in the By-Laws or, failing any By-Law in that respect, as determined by the Ordinary Members at any general meeting.
- 8.2 Registration fees for Fixtures and entry fees for any other competitions or activities shall be such sum as may be prescribed by the Management Committee from time to time.
- 8.3 The membership, registration or entry fees for each class of membership, Fixtures, tournament or activity, respectively, shall be payable at such time and in such manner as the Management Committee shall from time to time determine.

9 ADMISSION AND REJECTION OF MEMBERS

- 9.1 At the next meeting of the Management Committee after the receipt of any new application for Ordinary, Associate, Junior or Restricted Membership and the applicable fee, the Management Committee shall consider each new application and decide whether each new applicant should be admitted to membership or rejected.
- 9.2 Any applicant who receives a simple majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.
- 9.3 Upon the rejection of an application for Ordinary, Associate, Junior or Restricted Membership, the Honorary Secretary shall give the applicant notice in writing of such rejection.
- 9.4 Any person admitted to the class of Junior Membership in accordance with Clauses 9.1 and 9.2, but who becomes an adult during the year, shall automatically be conferred with the class of Ordinary or Associate Membership, as the case may be, pursuant to Clause 6 and By-Law 4.
- 9.5 Any person admitted to the class of Ordinary or Associate Membership in accordance with Clauses 9.1 and 9.2, but whose eligibility for such class of membership changes during the year, shall automatically be conferred with the appropriate class of membership, pursuant to Clause 6 and By-Law 4.

10 DURATION AND TERMINATION OF MEMBERSHIP

- 10.1 A person may lodge an application for Ordinary, Associate, Junior or Restricted Membership, as specified in Clause 7.3(a), at any time; but, irrespective of the date on which membership is approved, the membership period ends on the date specified in By-Law 6.2 unless the Management Committee decides otherwise in accordance with By-Law 6.3.
- 10.2 The membership shall automatically lapse of any person who is an Ordinary, Associate, Junior or Restricted Member but fails to lodge a Membership Renewal Form, as specified in Clause 7.3(b), within two (2) months of the end of the membership period.
- 10.3 Every person granted membership of the Club shall remain a member for the period as specified in this Clause or until that person resigns or his/her membership is terminated.
- 10.4 Resignation of Membership:
- (a) A member may resign from the Club at any time by giving notice in writing to the Honorary Secretary.
 - (b) Such resignation shall take effect at the time such notice is received by the Honorary Secretary unless a later date is specified in the notice when it shall take effect on that later date.
- 10.5 Termination of Membership:
- (a) If a member:
 - (i) is convicted of an indictable offence; or
 - (ii) fails to comply with any of the provisions of this Constitution or the By-Laws; or
 - (iii) conducts himself or herself in a manner considered to be injurious or prejudicial to the character or interests of the Club; or
 - (iv) has membership fees, registration fees or other fees and moneys owing to the Club in arrears for a period of two (2) months or more,

the Management Committee shall consider whether the member's membership shall be terminated and may, in its absolute discretion, resolve by a simple majority of those present and voting to terminate the membership of that member (or, in the case of an Honorary Life Membership, to recommend the termination of the membership).
 - (b) Where the Management Committee is to consider a motion referred to in Clause 10.5(a), the member shall be informed of what is alleged against him/her and shall be given at least two (2) weeks notice of the meeting at which such motion is to be considered.
 - (c) At such meeting, before the motion is put to the vote, the member shall have had an opportunity of giving, orally or in writing, any explanation he/she thinks fit.

- (d) In the event that a member has payments to the Club in arrears for two (2) months or more as specified in Clause 10.5(a)(iv) then the Management Committee may, at its absolute discretion [and without the need to comply with Clauses 10.5(b) and 10.5(c)], cancel the membership of such member.
- (e) Notwithstanding Clause 10.5(d), any member who defaults in the payment of annual membership fees or registration fees or any other fees and moneys owing to the Club, may be suspended immediately such fees fall due for payment, subject to any procedures laid down in the By-Laws.
- (f) Any member whose membership is terminated in accordance with Clauses 10.5(b) to 10.5(c) inclusive or who is suspended from competitions shall be notified in writing forthwith by the Honorary Secretary of such termination or suspension.
- (g) A member whose membership has been terminated shall, notwithstanding such termination:
 - (i) be liable to pay all sums of money due by that person to the Club, in the event of the Management Committee at its discretion requiring such payment; and
 - (ii) not be entitled to receive any refund in respect of annual membership fees, registration fees and other sums of money paid to the Club, unless the Management Committee at its discretion decides otherwise.

10.6 Special Rules for Honorary Life Members and Honorary Members:

- (a) Honorary Life Membership shall be conferred for the remaining lifetime of the person so honoured.
- (b) Honorary Life Membership may only be terminated by special resolution at a general meeting on the recommendation of the Management Committee.
- (c) The Management Committee may grant Honorary Membership for any period of up to twelve (12) months at a time.

11 APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

- 11.1 A person whose application for membership as an Ordinary, Associate or Junior Member has been rejected or whose membership as an Ordinary, Associate or Junior Member has been terminated, because of Clauses 10.5(a)(i) to 10.5(a)(iii) inclusive, may within one (1) month of receiving written notification thereof, lodge with the Honorary Secretary written notice of the person's intention to appeal against the decision of the Management Committee. There is no appeal against rejection or termination of Restricted Membership.
- 11.2 Upon receipt of a notification of intention to appeal against rejection or termination of membership the Honorary Secretary shall convene, within three (3) months of the date of receipt by the Honorary Secretary of such notice, a general meeting to determine the appeal.
- 11.3 At any such meeting the applicant shall be given the opportunity to fully present the applicant's case and the Management Committee or those members thereof who rejected the application for membership or terminated the membership subsequently shall likewise have the opportunity of presenting its or their case.
- 11.4 The appeal shall be determined by the vote of the Ordinary Members present at such general meeting.
- 11.5 Where a person, whose application is rejected, does not appeal against the decision of the Management Committee within the time prescribed by these rules or so appeals but the appeal is unsuccessful, the Honorary Secretary shall refund the amount of any fee paid.

11A GRIEVANCE PROCEDURE

- 11A.1 This rule sets out a grievance procedure for dealing with a dispute under the rules between parties as mentioned in section 47A(1) of the Associations Incorporation Act.
- 11A.2 To remove any doubt, it is declared that the grievance procedure can not be used by a person whose membership has been terminated if the rules provide for an appeal process against the termination.

- 11A.3 A member (the aggrieved party) initiates the grievance procedure in relation to the dispute by giving a notice in writing of the dispute to:
- (a) the other party; and
 - (b) if the other party is not the Management Committee—the Management Committee.
- 11A.4 If two (2) or more members initiate a grievance procedure in relation to the same subject matter, the Management Committee may deal with the disputes in a single process and the members must choose one (1) of the members (also the aggrieved party) to represent the members in the grievance procedure.
- 11A.5 Subject to Clause 11B, the parties to the dispute must, in good faith, attempt to resolve the dispute.
- 11A.6 If the parties to the dispute can not resolve the dispute within 14 days after the aggrieved party initiates the grievance procedure, the aggrieved party may, within a further 21 days, ask the Club's secretary to refer the dispute to mediation.
- 11A.7 Subject to Clause 11B, if the aggrieved party asks the Club's secretary to refer the dispute to mediation under Clause 11A.6, the Management Committee must refer the dispute within 14 days after the request.
- 11A.8 If the aggrieved party does not ask the Club's secretary to refer the dispute to mediation under Clause 11A.6, the grievance procedure in relation to the dispute ends.

11B GRIEVANCE PROCEDURE NOT CONTINUED IN PARTICULAR CIRCUMSTANCES

- 11B.1 This rule applies if:
- (a) a member initiates a grievance procedure in relation to a dispute and the Club or Club's Management Committee is the other party to the dispute; or
 - (b) the aggrieved party asks the Club's secretary to refer the dispute to mediation under Clause 11A.6.
- 11B.2 The Management Committee does not have to act under Clauses 11A.5 or 11A.7 if:
- (a) the aggrieved party has, within 21 days before initiating the grievance procedure, behaved in a way that would give the Management Committee grounds for taking disciplinary action under the rules against the aggrieved party in relation to the matter the subject of the grievance procedure; or
 - (b) before the grievance procedure was initiated, a process had started to take action under the Constitution against the aggrieved party or terminate the aggrieved party's membership, as provided for under the Constitution, and the dispute relates to that process or to a matter relevant to that process; or
 - (c) the dispute relates to an obligation under the Liquor Act 1992 or any other State law to prevent the entry of the aggrieved party to, or to remove the aggrieved party from, premises used by the Club, or to refuse to serve liquor to the aggrieved party at the premises; or
 - (d) the dispute could reasonably be considered frivolous, vexatious, misconceived or lacking in substance, or relates to a matter that has already been the subject of the grievance procedure.

11C APPOINTMENT OF MEDIATOR

- 11C.1 If a dispute under rule 11A is referred to mediation:
- (a) the parties to the dispute must choose a mediator to conduct the mediation; or
 - (b) if the parties are unable to agree on the appointment of a mediator within 14 days after the dispute is referred to mediation, the mediator must be:
 - (i) for a dispute between a member and another member—a person appointed by the management committee; or
 - (ii) for a dispute between a member and the Management Committee or the Club—an accredited mediator or a mediator appointed by the director of a dispute resolution centre.

- 11C.2 An accredited mediator may refuse to be the mediator, or the director of a dispute resolution centre may refuse to appoint a mediator, to mediate the dispute.
- 11C.3 If Clause 11C.2 applies, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

11D CONDUCT OF MEDIATION

- 11D.1 If a mediator is appointed under Clause 11C, the mediator must start the mediation as soon as possible after the appointment and try to finish the mediation within 28 days after the appointment.
- 11D.2 Clause 11D.1 does not apply if the mediator is a mediator appointed by the director of a dispute resolution centre.
- 11D.3 The mediator:
- (a) must give each party to the dispute an opportunity to be heard on the matter the subject of the dispute; and
 - (b) must comply with natural justice; and
 - (c) must not act as an adjudicator or arbitrator; and
 - (d) during the mediation—may see the parties with or without their representatives, together or separately.
- 11D.4 The parties to the dispute must act reasonably and genuinely in the mediation and help the mediator to start and finish the mediation within the period mentioned in Clause 11D.1.
- 11D.5 The costs of the mediation, if any, are to be shared equally between the parties unless otherwise agreed.
- 11D.6 If the mediator can not resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

11E REPRESENTATION FOR GRIEVANCE PROCEDURE

- 11E.1 A party to a dispute may appoint any qualified person to act on behalf of the party in the grievance procedure.
- 11E.2 For Clause 11E.1, a person is qualified to act on behalf of a party if the person:
- (a) has sufficient knowledge of the matter the subject of the dispute to be able to represent the party effectively; and
 - (b) is authorised to negotiate an agreement for the party.
- 11E.3 If a party appoints a person under Clause 11E.1 to act on the party's behalf, the party must give written notice of the appointment to each of the following entities:
- (a) the other party to the dispute;
 - (b) the Management Committee;
 - (c) if a mediator has been appointed before the party appoints the person—the mediator.

11F ELECTRONIC COMMUNICATION FOR GRIEVANCE PROCEDURE

- 11F.1 Any meeting or mediation session required under the grievance procedure may be conducted by electronic means if the parties to the dispute and, for a mediation, the mediator agree.

12 REGISTER OF MEMBERS

- 12.1 The Management Committee shall cause a register to be kept in which shall be entered the names and residential addresses of all person admitted to membership of the Club.
- 12.2 Particulars shall also be entered into the register of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee or the members at any general meeting may require from time to time.
- 12.3 The register shall be open for inspection at all reasonable times by any member who previously applies to the Honorary Secretary for such inspection.

13 SECRETARY

- 13.1 The Club shall appoint a secretary in accordance with Sections 65 to 69 of the Associations Incorporation Act.
- 13.2 If the Club has not elected an interim officer as secretary for the Club before its incorporation, the members of the Management Committee must appoint or elect a secretary for the Club within one (1) month after incorporation.
- 13.3 If a vacancy happens in the office of secretary, the members of the Management Committee must appoint or elect a secretary within one (1) month after the vacancy happens.
- 13.4 The secretary must be an individual residing in Queensland, or in another State but not more than 65 km from the Queensland border, who is:
- (a) a member of the Club elected by the Club as secretary; or
 - (b) any of the following persons appointed by the Management Committee:
 - (i) a member of the Club's Management Committee;
 - (ii) a member of the Club; or
 - (iii) another person.
- 13.5 The secretary may hold any other office in the Club except the office of Auditor.
- 13.6 The Management Committee may appoint and remove the secretary at any time.
- 13.7 If a secretary is elected or appointed in accordance with this Clause, the chief executive must be notified within one (1) month of the election or appointment.

14 MEMBERSHIP OF MANAGEMENT COMMITTEE

- 14.1 The Management Committee of the Club shall consist of:
- (a) four (4) Office bearers (a President, a Vice-President, an Honorary Secretary and an Honorary Treasurer) and up to five (5) other members (Executive Officers), all of whom must be Ordinary, Associate or Hon. Life Members of the Club; and
 - (b) the Immediate Past President, should that person be an Ordinary or Associate Member of the Club and be willing to serve on the Management Committee.
- 14.2 A member of the Management Committee must be a member of the Club.
- 14.3 No person shall hold more than one position on the Management Committee at any one time.
- 14.4 The principal duties and responsibilities of the office-bearers and other members of the Management Committee shall be as prescribed in the By-Laws or, failing any By-Law in that respect, as determined by the Management Committee from time to time.
- 14.5 The election of office bearers and other members of the Management Committee listed in Clause 14.1(a) shall take place at an Annual General Meeting which shall be held between July and December each year but no later than 15 months after the previous Annual General Meeting. At the Annual General Meeting, all the members of the Management Committee for the time being shall retire from office but may act until the conclusion of the meeting. All retiring members of the Management Committee shall be eligible upon nomination for re-election.
- 14.6 The election of office-bearers and other members of the Management Committee listed in Clause 14.1(a) shall take place in the following manner:
- (a) any two (2) Ordinary Members of the Club shall be at liberty to nominate any other Ordinary or, subject to Clause 4.5(a), Associate Member to serve as an office-bearer or other member of the Management Committee provided that all such member's annual membership subscriptions or other fees owing to the Club are not in arrears at the date of the Annual General Meeting;
 - (b) the nomination, which shall be in writing and signed by the member and the member's proposer and seconder, shall be lodged (whether by hand, post or legible facsimile transmission) with the Honorary Secretary or at the registered office of the Club at least twenty-one (21) days before the Annual General Meeting at which the election is to take place;

- (c) the nomination form shall contain such information (including an optional curriculum vitae of the nominee) and be in such form as is approved by the Management Committee from time to time;
 - (d) the nomination shall include a nominee's declaration, as set out in By-Law 5 and By-Law 12.2, which must be signed by the nominee and witnessed;
 - (e) a list of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall be posted in a conspicuous place in the office or usual place of meeting of the Club for at least fourteen (14) days immediately preceding the Annual General Meeting and a copy of the list of the candidates and a copy of their curricula vitae shall be included with the notice convening the Annual General Meeting mailed in accordance with Clauses 28.1 and 28.6;
 - (f) for the election of each officer-bearer, balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Ordinary Member present in person at the Annual General Meeting shall be entitled to vote by preferential secret ballot in accordance with the procedures for a preferential secret ballot as set out in By-Law 11;
 - (g) for the election of the other members of the Management Committee, balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Ordinary Member present in person at the Annual General Meeting shall be entitled to vote by secret ballot for any number of such candidates not exceeding the number of positions and the candidates who receive the greatest number of votes in descending numerical order until all positions are filled shall be elected (in accordance with the procedures for such a secret ballot as set out in By-Law 11);
 - (h) for any election, where only the required number of nominations, or fewer, have been received, that nominee or those nominees (as the case may be) shall be deemed to be elected, subject to Clause 14.1(a); and
 - (i) for any election, where an insufficient number of candidates has been nominated, nominations may be taken from the floor of the meeting to fill the remaining positions and the requirements of Clauses 14.1(a), 14.6(a), 14.6(d), 14.6(f), 14.6(g) and 14.6(h) shall apply to any such election procedure, but not Clauses 14.6(b), 14.6(c) and 14.6(e).
- 14.7 A member of the Management Committee referred to in Clause 14.1(a) shall, unless that person shall earlier cease to be a member of the Management Committee, hold office from the conclusion of the Annual General Meeting at which that person was elected until the next Annual General Meeting in accordance with Clause 14.5 but subject to the provisions of By-Law 5 regarding compliance with the Working with Children (Risk Management and Screening) Act.
- 14.8 The person who, at the conclusion of the Annual General Meeting, is the immediate Past President shall hold office as the Immediate Past President from the conclusion of that **Annual** General Meeting until the next Annual General Meeting in accordance with Clause 14.5, but subject to the provisions of By-Law 5 regarding compliance with the Working with Children (Risk Management and Screening) Act and Clause 14.3 and Clause 15, irrespective of whether the newly elected President completes his/her term of office.
- 14.9 Should the person, who is the immediate Past President at the conclusion of the **Annual** General Meeting, be elected at any time to a position listed in Clause 14.1(a), the position of Immediate Past President shall lapse until the next Annual General Meeting.
- 14.10 In the event of the absence of the President for more than one (1) month, the Vice-President may be appointed as Acting President, with all the powers of President, until the President returns, subject to the procedures prescribed in the By-Laws or, failing any By-Law in that respect, as determined by the Management Committee from time to time.
- 15 RESIGNATION OR REMOVAL FROM OFFICE OF MEMBER OF MANAGEMENT COMMITTEE**
- 15.1 Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the Honorary Secretary but such resignation shall take effect at the time such notice is received by the Honorary Secretary unless a later date is specified in the notice when it shall take effect on that later date
- 15.2 The Club may, by special resolution, remove any member of the Management Committee from office at a general meeting of the Club where that member shall be given the opportunity to fully present the member's case.

- 15.3 There is no right of appeal against a member's removal from office under Clause 15.2.
- 15.4 Where a person is removed from office under Clause 15.2, nominations may be taken from the floor of the meeting to fill the casual vacancy arising from such removal and the requirements of Clauses 14.1(a), 14.6(a), 14.6(d), 14.6(f), 14.6(g) and 14.6(h) shall apply to any such election procedure, but not Clauses 14.6(b), 14.6(c) and 14.6(e).
- 15.5 In addition to the circumstances in which the office of a member of the Management Committee becomes vacant by virtue of Clause 15.1, Clause 15.2 or the Associations Incorporation Act, the office of a member of the Management Committee automatically becomes vacant if that member:
- (a) ceases to be an Ordinary or Associate Member of the Club;
 - (b) is absent without the consent of the Management Committee from three (3) consecutive meetings of the Management Committee; or
 - (c) defaults in the payment of fees or other sums of money owing to the Club where such default continues for a period of two (2) months after the due date.
- 15.6 With respect to Clause 15.5(b), the acceptance of an apology shall be deemed to grant such consent.

16 VACANCIES ON MANAGEMENT COMMITTEE

- 16.1 The Management Committee shall have the power at any time to appoint any Ordinary Member or, subject to Clause 14.1(a), any Associate Member of the Club to fill any casual vacancy on the Management Committee until the next Annual General Meeting but subject to the provisions of By-Law 5 regarding compliance with the Working with Children (Risk Management and Screening) Act.
- 16.2 The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a general meeting of the Club, but for no other purpose.

17 FUNCTIONS OF MANAGEMENT COMMITTEE

- 17.1 Except as otherwise provided by this Constitution and subject to resolutions of the members of the Club carried at any general meeting, the Management Committee:
- (a) shall have the general control and management of the administration of the affairs, property and funds of the Club; and
 - (b) shall have authority to interpret the meaning of this Constitution and any matter relating to the Club on which this Constitution is silent.
- 17.2 The Management Committee shall be responsible to elect delegates or nominees as required to committees or positions of any other organisations.
- 17.3 The Management Committee may exercise all the powers of the Club:
- (a) to borrow or raise or secure the payment of money in such manner as the members of the Club may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Club in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Club's property, both present and future, and to purchase, redeem or pay off any such securities;
 - (b) to borrow amounts from members and to pay interest on the amounts borrowed and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Club, and to provide and pay off any such securities; and
 - (c) to invest in such manner as the members of the Club may from time to time determine.
- 17.4 For Clause 17.3(b) the rate of interest must not be more than the rate for the time being charged for overdrawn accounts for money lent (whatever the term of the loan) by:
- (a) the financial institution for the Club; or

- (b) if there is more than one (1) financial institution for the Club - the financial institution nominated by the Management Committee.

17.5 The Management Committee may institute annual awards to recognise members for meritorious service to the Club or for sporting excellence.

17.6 The Management Committee may institute scholarships to encourage Tennis players of outstanding ability to play for the Club while pursuing tertiary study at The University.

18 MEETINGS OF MANAGEMENT COMMITTEE

18.1 The Management Committee shall meet at least once every four (4) calendar months to exercise its functions.

18.2 The Management Committee must decide how a meeting is to be called.

18.3 Notice of a meeting is to be given in the way decided by the Management Committee.

18.4 A special meeting of the Management Committee shall be convened by the Honorary Secretary on the requisition in writing signed by not less than one-third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.

18.5 The Management Committee may hold meetings, or permit committee members not physically present to take part in its meetings, by using any technology that reasonably allows the members to hear and take part in discussions as they happen.

18.6 A committee member who participates in a meeting in accordance with Clause 18.5 is deemed to be present at the meeting.

18.7 At every meeting of the Management Committee a simple majority of a number equal to the number of members elected to the Management Committee under Clause 14.1(a), shall constitute a quorum.

18.8 Subject as previously provided in this section, meetings of the Management Committee shall be conducted in accordance with such rules as may be prescribed in the By-Laws or, failing any By-Law in that respect, as it thinks fit.

18.9 Unless otherwise provided by these rules, all questions arising at any meeting of the Management Committee shall be decided by a simple majority of votes cast and, in the case of an equality of votes, the chairperson shall have the option of a second or casting vote.

18.10 However, no member shall be entitled to vote by proxy.

18.11 A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Club in which the member is interested, or any matter arising thereout, and if the member does so vote the member's vote shall not be counted.

18.12 Not less than seven (7) days notice shall be given by the Honorary Secretary to members of the Management Committee of any special meeting of the Management Committee or of any motion to rescind a resolution passed at a previous meeting.

18.13 Such notice shall clearly state the nature of the business to be discussed thereat.

18.14 The President shall preside as chairperson at every meeting of the Management Committee, or if there is no President, or if at any meeting the President is not present within ten (10) minutes after the time appointed for holding the meeting, a Vice-President shall be chairperson or if no Vice-President is not present at the meeting then the members may choose one of their number to be chairperson of the meeting.

18.15 If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee, shall lapse.

18.16 In any other case it 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 Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.

19 DELEGATION OF POWERS OF MANAGEMENT COMMITTEE

- 19.1 The Management Committee may form sub-committees or appoint individuals to specified positions as it thinks fit. The members of such sub-committees or individual appointees need not be members of the Club.
- 19.2 The Management Committee may delegate any of its powers to a sub-committee or individual appointee.
- 19.3 Any sub-committee or individual appointee shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Management Committee.
- 19.4 The Management Committee may appoint a chairperson for any sub-committee it forms or, if no chairperson is so appointed, a sub-committee may elect a chairperson at its first meeting.
- 19.5 If no such chairperson is appointed or elected, or if at any meeting the chairperson is not present within ten (10) minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairperson of the meeting.
- 19.6 A sub-committee shall meet in accordance with such rules as may be prescribed in the By-Laws or, failing any By-Law in that respect, as it thinks proper.
- 19.7 Questions arising at any meeting shall be determined by a simple majority of votes cast by the members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative
- 19.8 However, no member shall be entitled to vote by proxy.
- 19.9 A sub-committee does not have any power to co-opt additional sub-committee members.
- 19.10 The President, Honorary Secretary and Honorary Treasurer shall be *ex officio* members of all sub-committees formed by the Management Committee.

20 ACTS NOT AFFECTED BY DEFECTS OR DISQUALIFICATIONS

- 20.1 All acts done by any meeting of the Management Committee or of a subcommittee or by any person acting as a member of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or person acting as aforesaid, or that the members of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

21 RESOLUTIONS OF MANAGEMENT COMMITTEE WITHOUT MEETING

- 21.1 A resolution in writing signed in assent by a two-thirds majority of the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held.
- 21.2 Any such resolution may consist of several documents in like form, each signed by one (1) or more members of the Management Committee.
- 21.3 For the purposes of Clause 21.1, an electronically transmitted legible facsimile copy of a document, the original of which in the opinion of the Honorary Secretary has been apparently signed by a member of the Management Committee, shall be deemed to be a document signed by such member.
- 21.4 For the purpose of Clause 21.1, a resolution in writing may be sent by email to the members of the Management Committee and a reply email from a member that includes the text of the resolution in the reply shall be deemed to be a document signed by such member.
- 21.5 Where the document referred to in Clause 21.1 is so signed, the resolution shall be deemed to have been passed at a meeting of the Management Committee and the document shall be deemed to constitute a minute of that meeting.
- 21.6 The meeting referred to in Clause 21.1 shall be deemed to have been held on the day on which, and at the time at which, the document was last signed by a member of the Management Committee.

- 21.7 At the next meeting of the Management Committee, the details of the resolution circulated and the outcome shall be noted and recorded in the minutes.

22 FIRST GENERAL MEETING

- 22.1 The first general meeting must be held not less than one (1) month, and not more than three (3) months, after the day the Club is incorporated.
- 22.2 The Management Committee must decide where the meeting is to be held.
- 22.3 The business to be transacted at the first general meeting must include the appointment of an Auditor.

23 FIRST ANNUAL GENERAL MEETING

- 23.1 The first Annual General Meeting must be held within eighteen (18) months after the day the Club is incorporated.

24 SUBSEQUENT ANNUAL GENERAL MEETINGS

- 24.1. Each subsequent Annual General Meeting must be held:
- (a) at least once each year; and
 - (b) within six (6) months after the end of the Club's previous financial year.

25 BUSINESS TO BE TRANSACTED AT GENERAL MEETINGS

- 25.1 The following business must be transacted at every Annual General Meeting:
- (a) the receiving of the President's annual report (January to December);
 - (b) the receiving of the statement of income and expenditure, assets and liabilities and of mortgages, charges and securities affecting the property of the Club for the last financial year;
 - (c) the receiving of the auditor report or verification statement upon the records and accounts for the preceding financial year, as required under the Associations Incorporation Act;
 - (d) the presenting of the audited statement to the meeting for adoption;
 - (e) the presenting of recommendations for the payment of any honoraria for consideration and approval;
 - (f) the election of the Management Committee;
 - (g) the appointment of an Auditor if required by the Associations Incorporation Act;
 - (h) the presenting of a report on the status of Public Liability Insurance cover for members;
 - (i) consideration of any motions on notice (including special resolutions).
- 25.2 If an Auditor is not able to be appointed at the Annual General Meeting, the Management Committee shall appoint an Auditor as soon as possible after the Annual General Meeting.
- 25.3 A Patron and up to four (4) Vice-Patrons of the Club may also be elected at the **Annual** General Meeting.
- 25.4 Nominations for the positions of Patron and Vice-Patron shall be taken from the floor of the meeting and must be proposed and seconded by two Ordinary Members.
- 25.5 The Patron and Vice-Patrons shall be elected by preferential secret ballot as set out in the By-Laws.
- 25.6 With the exception of Clause 15.5, the term of office of the Patron and Vice-Patrons, the resignation or removal from office of the Patron or a Vice-Patron and the filling of a casual vacancy in the position of Patron or Vice-Patron shall be as for a member of the Management Committee.
- 25.7 The Patron and Vice-Patrons shall be entitled to attend and speak at general meetings of the Association but shall have no right to vote or move or second resolutions and nominations unless also an Ordinary Member.

- 25.8 In addition to the Annual General Meeting, the Club may also hold Special General Meetings, in accordance with Clause 26, to deal with particular items of business.

26 SPECIAL GENERAL MEETINGS

- 26.1 The Honorary Secretary shall convene a special general meeting by sending out notice of the meeting within fourteen (14) days of:
- (a) being directed to do so by the Management Committee; or
 - (b) being given a requisition in writing signed by not less than one-third of the members presently on the Management Committee or not less than the number of Ordinary Members of the Club which equals double the number of members presently on the Management Committee plus one; or
 - (c) being given a notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for membership or to terminate the membership of any person.
- 26.2 A requisition mentioned in Clause 26.1(b) shall clearly state the reasons why such special general meeting is being convened and the nature of the business to be transacted thereat.

27 QUORUM AT GENERAL MEETINGS

- 27.1 At any general meeting, the number of Ordinary Members required to constitute a quorum shall be the number of members elected to the Management Committee under Clause 14.1(a) at the close of the last Annual General Meeting plus one (1).
- 27.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 27.3 If within half an hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or the Club, shall lapse.
- 27.4 In any other case it 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 Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 27.5 The chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 27.6 When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- 27.7 Save as aforesaid in Clause 27.6, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

28 NOTICE OF GENERAL MEETINGS

- 28.1 The Honorary Secretary shall convene all general meetings of the Club by giving not less than fourteen (14) days notice of any such meeting to the members of the Club.
- 28.2 Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.
- 28.3 In the case of the Annual General Meeting, the Honorary Secretary shall give the Ordinary, Associate, Junior and Honorary Life Members of the Club not less than twenty-eight (28) days notice of the date of the meeting and not less than seven (7) days notice of the closing date for the receipt of nominations for the elections and business, including motions on notice, for inclusion in the notice convening the meeting.
- 28.4 In the case of a special resolution to be considered at the Annual General Meeting, the special resolution, which shall be in writing and signed by an Ordinary Member, shall be lodged (whether by hand, post or legible facsimile transmission) with the Honorary Secretary or at the registered office of the Club at least twenty-one (21) days before the Annual General Meeting or Elections General Meeting.

- 28.5 The manner by which the notices specified in Clauses 28.1 and 28.3 shall be given shall be determined by the Management Committee but shall include the posting of a notice in a conspicuous place in the office or usual place of meeting of the Club and written notification to all Ordinary, Associate, Junior and Honorary Life Members of the Club.
- 28.6 All notices to the persons listed in Clause 28.5 shall be deemed to have been duly served in accordance with the requirements of Clauses 28.1 and 28.3 if sent to the most recent address supplied to the Club by such persons on the day prior to the due date specified in such clauses; but any such person who has not supplied an address to the Club shall not be entitled to receive any notices.
- 28.7 The accidental omission to give notice of any general meeting to or the non-receipt of any such notice by any person entitled to be so notified, shall not invalidate the meeting or any resolution passed at that meeting.

29 PROCEDURE AT GENERAL MEETINGS

- 29.1 Unless otherwise provided by these rules, at every general meeting:
- (a) a member may take part in a general meeting in person or by using any technology that reasonably allows the member to hear and take part in discussions as they happen;
 - (b) a member who participates in a meeting as allowed in Clause 29.1(a) is taken to be present at the meeting;
 - (c) the President shall preside as chairperson, or if there is no President, or if the President is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be the chairperson or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be chairperson of the meeting;
 - (d) the chairperson shall maintain order and conduct the meeting in a proper and orderly manner;
 - (e) every question, matter or motion shall be decided by a simple majority of the votes cast by the Ordinary Members present;
 - (f) every Ordinary Member present shall be entitled to one (1) vote and in the case of an equality of votes the chairperson, except in elections, shall have the option of a second or casting vote;
 - (g) however, no Ordinary Member shall be entitled to vote by proxy and no Ordinary Member present shall be entitled to vote or move or second resolutions and nominations if the member's annual membership subscription or other fees owing to the Club are in arrears at the date of the meeting;
 - (h) voting shall be by show of hands or a division of members, unless not less than one-fifth of the Ordinary Members present demand a ballot, in which event there shall be a secret ballot; and
 - (i) The chairperson shall appoint two (2) members to conduct the secret ballot in such manner as the chairperson shall determine and the result of the ballot as declared by the chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded.
- 29.2 Only (i) Ordinary Members, Associate Members and Junior Members who have no annual membership subscription or other fees owing to the Club in arrears at the date of the meeting and (ii) Honorary Life Members, the Patron, the Vice-Patrons and the Auditor are entitled by right to attend general meetings of the Club.
- 29.3 The Management Committee may invite guests with particular skills or expertise or for any other reason to attend any general meeting and speak at that meeting.
- 29.4 Any other person wishing to attend a general meeting must seek the leave of the Ordinary Members present to attend the meeting and the members present shall have the power to exclude such person from the meeting.

30 BY-LAWS

- 30.1 The Management Committee shall be deemed to have the full power to make By-Laws for the internal management of the Club and all By-Laws so made and for the time being in force shall be binding on members as if they formed part of this Constitution and shall have full effect accordingly.
- 30.2 Subject to Clause 30.3, the Management Committee may from time to time make, amend or repeal By-Laws by way of a majority of three-quarters of those present and entitled to vote at a meeting of the Management Committee; provided that no change to the By-Laws governing the conduct of Fixtures shall take effect during a Fixture season unless there is unanimous agreement by those present and entitled to vote.
- 30.3 Notice of any motion to make, amend or repeal By-Laws must be circulated to all members of the Management Committee at least seven (7) days before the meeting at which the motion is to be considered.
- 30.4 The By-Laws may also be added to, amended or repealed by a special resolution carried at any general meeting.
- 30.5 Notwithstanding Clause 30.1, the By-Laws shall not conflict with the Associations Incorporation Act or this Constitution and where there is a conflict or inconsistency between the Associations Incorporation Act and the By-Laws or between this Constitution and the By-Laws, the Associations Incorporation Act or the Constitution (as the case may be) shall prevail over the By-Laws to the extent of the conflict or inconsistency.

31 ALTERATION OF CONSTITUTION

- 31.1 Subject to the provisions of the Associations Incorporation Act, this Constitution may be amended, rescinded or added to from time to time by a special resolution carried at any general meeting.
- 31.2 However an amendment, rescission or addition is valid only if it is registered by the chief executive.

32 COMMON SEAL

- 32.1 The Management Committee shall provide for a common seal and for its safe custody.
- 32.2 The common seal shall only be used by the authority of the Management Committee and every instrument to which the seal is affixed shall be signed by a member of the Management Committee and shall be countersigned by the Honorary Secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

33 FUNDS AND ACCOUNTS

- 33.1 The funds of the Club must be kept in the name of the Club in financial institutions decided by the Management Committee.
- 33.2 Proper records and accounts shall be kept and maintained in either written, printed or electronic form in the English language showing correctly the financial affairs of the Club.
- 33.3 All moneys shall be deposited as soon as practicable after receipt thereof.
- 33.4 All amounts of \$100 or over shall be paid by cheque or EFT, signed or authorised by any two (2) of the President, Vice-Presidents, Honorary Secretary, Honorary Treasurer or other persons approved from time to time by the Management Committee.
- 33.5 Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recoupments which may be open.
- 33.6 The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system.
- 33.7 All expenditure shall be approved or ratified at a Management Committee meeting.

- 33.8 As soon as practicable after the end of each financial year the Honorary Treasurer shall cause to be prepared a statement containing the particulars of:
- (a) the income and expenditure for the financial year just ended; and
 - (b) the assets and liabilities and of all mortgages, charges and securities affecting the property of the Club at the close of that year.
- 33.9 If the Club is incorporated within three (3) months of the end of the Club's financial year, Clause 33.8 does not apply for the financial year the Club is incorporated.
- 33.10 The statement prepared under Clause 33.8 shall be examined by the auditor or verifier, as required by the Associations Incorporation Act, who shall present a report to the Honorary Secretary prior to holding of the Annual General Meeting next following the financial year in respect of which the such audit or verification was made.
- 33.11 The income and property of the Club must be used solely in promoting the Club's objects and exercising the Club's powers.
- 33.12 The payment of dividends to, or the distribution of income, profits or assets of the Club among the Club's members is prohibited.
- 33.13 The payment to any officer or employee of the Club of any amount by way of a commission or allowance calculated by reference to the quantity of liquor sold or supplied by the Club or the receipts of the Club for such liquor is prohibited.

34 DOCUMENTS

- 34.1 The Management Committee shall provide for the safe custody of books, documents, instruments of title and securities of the Club.
- 34.2 The Club shall ensure that any document it endorses or issues (including advertising material) has the Club's name on it in legible characters.
- 34.3 The Honorary Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the Honorary Secretary for that inspection.
- 34.4 For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding Management Committee meeting verifying their accuracy.
- 34.5 Similarly, the minutes of every general meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding general meeting.
- 34.6 However, the minutes of any Annual General Meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding Annual General Meeting.

35 FINANCIAL YEAR

- 35.1 The financial year of the Club shall close on 30th June in each year.

36 DISSOLUTION

- 36.1 The Club may be wound-up by special resolution at a general meeting called for that purpose or by the Supreme Court or a Judge thereof according to Section 90 of the Associations Incorporation Act.

37 DISTRIBUTION OF SURPLUS ASSETS TO ANOTHER ENTITY

- 37.1 This section applies if the Club is wound-up under Part 10 of the Associations Incorporation Act and there are surplus assets.
- 37.2 The surplus assets must not be distributed among the members but must be given to another entity:
- (a) that has objects similar to the Club's objects; and

- (b) the rules of which prohibit the distribution of the entity's income and assets to its members.

37.3 Provided its rules comply with Clause 37.2, any surplus assets shall be given to UQ Sport.

38 INDEMNITY

38.1 The Club shall indemnify every officer of the Club out of the assets of the Club to the relevant extent against any claim or action for loss, damages or costs made against them arising out of or in connection with the officer's conduct of the business of the Club or in or arising out of the discharge of the duties of the officer unless the liability was incurred by the officer through their own dishonesty, negligence, lack of good faith or breach of duty.

38.2 In addition to the circumstances defined in Clause 38.1, an officer of the Club may be indemnified to the relevant extent out of the assets of the Club against any liability incurred by the officer in or arising out of the conduct of the business of the Club or in or arising out of the discharge of the duties of the officer where the Board of Management consider it appropriate to do so.

38.3 Where the Board of Management consider it appropriate, the Club may pay amounts by way of premium in respect of any contract effecting insurance on behalf of or in respect of an officer of the Club against liability incurred by the officer in or arising out of the conduct of the business of the Club or in or arising out of the duties of the officer.

38.4 In this Clause 38:

- (a) "duties of the officer" included duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the Club to any other organisation;
- (b) "to the relevant extent" means:
- (i) to the extent the Club is not precluded by law from doing so;
 - (ii) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, in particular, an insurer under any insurance policy); and
 - (iii) where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another organisation, to the extent and for the amount that the officer is not entitled to be indemnified out of the assets of that organisation.
- (c) "liability" means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or otherwise.

39 DEFINITIONS AND CONSTRUCTION

39.1 In this Constitution and By-Laws, unless the contrary intention appears:

"**adult**" means a person who is 18 years of age or older (or as otherwise defined in legislation enacted by the State of Queensland as not being a child).

"**aggrieved party**" means a member initiating a grievance procedure.

"**auditor**" means a certified accountant or auditor or person approved by the chief executive, eligible under the Associations Incorporation Act to audit or verify the financial records of the Club.

"**Associations Incorporation Act**" means the Associations Incorporation Act 1981 of Queensland and any legislation enacted by the State of Queensland to amend, or in substitution of, the Associations Incorporation Act. References to specific sections of the Act use the numbering in Reprint No. 5C (15th March 2002) and such references apply to the equivalent section in any amendments of the Act using different numbering.

"**business day**" means a day (commencing at 8:30 a.m. and concluding at 5:00 p.m. on that day) on which trading banks are open for business in Brisbane.

"**calendar year**" means the period from 1st January to 31st December in the one year.

"**Campus**" means the St Lucia campus or any other campuses of The University situated in the City of Brisbane or elsewhere.

“chief executive” means the senior officer, by whatever title of office the senior officer is known, of the department of government of Queensland within which the Associations Incorporation Act is administered and includes any officer temporarily discharging the responsibilities of the chief executive.

“Community Service Policy” means the Community Service Policy (Policy Number 8.10.1) approved by The University Senate on 1st June 1995 and any directions approved by the Senate to amend, or in substitution of, this policy.

“dispute resolution centre” means a dispute resolution centre established under the Dispute Resolution Centres Act 1990.

“Electronic Funds Transfer” or **“EFT”** means the electronic transfer of money from one account to another, either within a single financial institution or across multiple institutions, through computer-based systems.

“financial year” means the period from 1st July in one year to 30th June in the following year.

“fixtures” means a teams competition played at a regular time over many weeks.

“general meeting” means a meeting open to all Ordinary, Associate, Junior and Honorary Life Members to attend.

“Honorary Secretary” means the person elected to the Management Committee, in accordance with Clause 14, who is responsible for the maintenance of records and the routine administrative work of the Club.

“Honorary Treasurer” means the person elected to the Management Committee, in accordance with Clause 14, who is responsible for the financial recording and reporting of the Club.

“ITF” means the ITF Limited (trading as the International Tennis Federation).

“minor” means a person who is under 18 years of age (or as otherwise defined in legislation enacted by the State of Queensland as being a child).

“officer” means a member of the Management Committee, a member of a sub-committee, a tribunal or an appointee of the Management Committee or an employee.

“Patron” means a prominent person elected, in accordance with Clause 25, who is able to act as a figurehead for the Club and lend his or her support and influence to further the objects of the Club.

“President” means the person elected to the Management Committee, in accordance with Clause 14, who is the principal office-bearer of the Club and presides at meetings of the Management Committee and General Meetings.

“Privacy Act” means the Privacy Act 1988 of Australia and any legislation enacted by the Commonwealth of Australia to amend, or in substitution of, the Privacy Act.

“Rules of Tennis” means the Rules of Tennis promulgated by the ITF.

“secretary” means the person appointed by the Management Committee, in pursuance of Sections 65 to 69 of the Associations Incorporation Act, who has statutory reporting responsibilities to the chief executive.

“simple majority” means a majority of the votes cast by the people present in person who are eligible to vote.

“special resolution” means a motion passed by a majority of not less than three-quarters of the Ordinary Members, as may be present in person at any general meeting, of which notice specifying the intention to propose the motion as a special resolution has been given in accordance with this Constitution.

“surplus assets” means, in relation to the Club, the assets after payment of the debts and liabilities remaining on a winding-up of the Club and the costs, charges and expenses of the winding-up.

“Tennis” means the game described in the ITF Rules of Tennis.

“Tennis Australia” means the Lawn Tennis Association of Australia Limited (trading as Tennis Australia).

“Tennis Queensland” means the Royal Queensland Lawn Tennis Association Ltd (trading as Tennis Queensland).

“The University” means The University of Queensland.

“tournament” means a competition for individuals or pairs played to completion over a day or a few days.

“UQ Sport” means The University of Queensland Sports and Physical Recreation Association (operating as UQ Sport).

“Vice-Patron” means a prominent person elected, in accordance with Clause 25, who is able to lend his or her support and influence to further the objects of the Club.

“Vice-President” means a person elected to the Management Committee, in accordance with Clause 14, who is a deputy to the President and is empowered to assume the duties of President under certain circumstances.

“Working with Children (Risk Management and Screening) Act” means the Working with Children (Risk Management and Screening) Act 2000 and the Working with Children (Risk Management and Screening) Regulations 2011 of Queensland and any legislation enacted by the State of Queensland to amend, or in substitution of, the Working with Children (Risk Management and Screening) Act.

“written notification” or **“notified in writing”** means notification by hand, post, facsimile transmission or electronic means (e-mail) as allowed under the Associations Incorporation Act.

- 39.2 A reference to a body or entity (whether corporate or unincorporated) includes, in the event that such body or entity ceases to exist, or is reconstituted, renamed or replaced from time to time, a reference to such other body or entity as the Management Committee consider most nearly fulfils the objects of the first mentioned body or entity.
- 39.3 Unless the contrary intention appears:
- (a) words importing the singular include the plural and vice versa;
 - (b) words importing any gender include all genders; and
 - (c) the term "person" or words importing persons include bodies corporate and vice versa.
- 39.4 Headings are for ease of reference only and do not affect the construction of this Constitution.
- 39.5 Where, for any purpose, this Constitution or the By-Laws prescribe, allow or provide for a period or time before or after a particular day, act or event, the period shall be calculated without counting that day, or the day of that act or event (as the case may be).
- 39.6 Without limiting the generality of Clause 39.5, in calculating how many days a particular day, act or event is before or after another day, act or event, the first mentioned day, or the day of the first mentioned act or event shall not be counted nor shall the other day, or the day of the other act or event.
- 39.7 Where the last day of any period prescribed, allowed or provided for by this Constitution or the By-Laws for the doing of anything (including lodging a notice or nomination) falls on a day that is not a business day in the place in which the thing is to be done or may be done, the thing may be done on the first day following which is a business day in that place.
- 39.8 Where this Constitution or the By-Laws prescribe that the doing of anything (including lodging a notice or nomination) must be done on a certain day, the thing must be done by 5 p.m. on that day.
- 39.9 Where a word or phrase is given a defined meaning in this Constitution or the By-Laws, other parts of speech or grammatical forms of that word or phrase have corresponding meanings.

BY-LAWS

1 GENERAL

- 1.1 These By-Laws are made pursuant to the Constitution of the Club and are adopted for the general conduct of the affairs of the Club.
- 1.2 Additions or amendments to or the repeal of these By-Laws or any of them shall be made in accordance with the provisions of the Constitution.
- 1.3 All words, expressions and phrases contained in these By-Laws shall have the same meaning prescribed by the Associations Incorporation Act and the Constitution unless the context otherwise requires.
- 1.4 A copy of the Constitution and By-Laws shall be kept at the registered office of the Club and shall be available for inspection at all reasonable times by any financial member.
- 1.5 Any member of the Club shall be given a copy of the Constitution and By-Laws by the Honorary Secretary upon application and payment of a fee of \$5.

2 MEETINGS

- 2.1 Subject to the provisions of the Associations Incorporation Act and the Constitution, all general meetings of the Club and meetings of the Management Committee shall be conducted in accordance with the Standing Orders and Rules of Debate set out in By-Law 3.
- 2.2 The principal agenda items for the Annual General Meeting shall be:
 - (a) opening
 - (b) apologies
 - (c) confirmation of minutes of previous General Meetings
 - (d) business arising out of the minutes
 - (e) President's annual report
 - (f) Treasurer's report and Auditor's report
 - (g) approval of honoraria
 - (h) motions on notice
 - (i) election of Management Committee
 - (j) election of Patron and Vice-patrons
 - (k) the appointment of an Auditor if required by the Associations Incorporation Act
 - (l) special business of which notice has been given
 - (m) any other business which under the Constitution, the By-Laws or by law ought to be transacted at an annual general meeting
 - (n) general business accepted by the chairperson for discussion
 - (o) close
- 2.3 The principal agenda items for a special general meeting shall be:
 - (a) opening
 - (b) apologies
 - (c) special business of which notice has been given
 - (d) any other business which under the Constitution, the By-Laws or by law may be transacted at a special general meeting
 - (e) close

- 2.4 The principal agenda items for meetings of the Management Committee shall be:
- (a) opening
 - (b) apologies
 - (c) confirmation of minutes of previous meeting
 - (d) business arising out of the minutes
 - (e) correspondence
 - (f) business arising out of the correspondence
 - (g) finance (including accounts for payment)
 - (h) reports
 - (i) motions on notice
 - (j) special business of which notice has been given
 - (k) general business accepted by the chairperson for discussion
 - (l) notices of motions
 - (m) date of next meeting
 - (n) close
- 2.5 The Management Committee may vary the principal agenda items or the order of the business at general meetings of the Club or at meetings of the Management Committee depending on the relevant circumstances at the time.

3 STANDING ORDERS AND RULES OF DEBATE

- 3.1 These rules shall apply to the conduct of all general meetings of the Club and meetings of the Management Committee; and so far as they may be capable of application, to the meetings of all sub-committees of the Management Committee.
- 3.2 To ensure that meetings are conducted in a proper and orderly manner, meetings shall be presided over and controlled by a chairperson.
- 3.3 The President, if present, shall preside as chairperson at all general meetings and meetings of the Management Committee; but if the President is not present, a Vice-President shall preside as chairperson; and if neither the President nor a Vice-President is present, the members present shall elect one of their number to be chairperson at that meeting.
- 3.4 The person elected or appointed as chairperson, if present, shall chair all meetings of a sub-committee; but if the chairperson is not present, the members present shall elect one of their number to chair that meeting.
- 3.5 The order of business shall follow the agenda prepared by the chairperson in accordance with By-Law 2.
- 3.6 Should any matter of urgency arise, a member may move the suspension of Standing Orders for a stated period of time to allow the urgent business to be discussed.
- 3.7 Subject to the Associations Incorporation Act, the Constitution and these By-Laws, the following Rules of Debate shall apply:
- (a) Unless otherwise resolved, all persons, except the chairperson, shall stand while speaking.
 - (b) All remarks shall be addressed to the chairperson and any questions to another person shall be put through the chairperson.
 - (c) Every person desiring to speak shall so indicate to the chairperson by raising his/her hand or by standing and shall then await the call from the chairperson.
 - (d) When more than one person indicates the desire to speak at the same time, the chairperson shall decide who shall be heard first.
 - (e) At general meetings, speakers shall identify themselves on the first occasion that they speak.
 - (f) During the time a person is speaking, all other persons shall remain seated and shall not interrupt except for a point of order or to move a closure motion.

- (g) When the chairperson rises to speak, no one shall continue speaking or standing, nor shall anyone rise, until the chairperson has resumed the chair.
- (h) All proposals made to the meeting shall be in the form of motions.
- (i) No person may speak for more than five (5) minutes on any motion but, with the consent of the chairperson, may continue to speak for a further period not exceeding five (5) minutes.
- (j) Every speaker must keep to the question before the meeting and any person who digresses from the subject may be called to order by the chairperson.
- (k) All motions and amendments, except procedural motions, should be handed in writing to the chairperson.
- (l) All motions and amendments should be clearly expressed and be capable of only one interpretation.
- (m) All motions and amendments, except the closure, must be moved and seconded and, if no seconder is found, the motion or amendment lapses and is not recorded in the minutes.
- (n) A motion or amendment may be seconded pro forma to allow discussion to take place but the seconder need not support or vote for the proposal.
- (o) In the absence of a person who has given notice of a motion, another person present may move such motion.
- (p) The seconder of a motion or amendment may reserve his/her speech to a later stage of the debate.
- (q) No motion or amendment which has been moved and seconded shall be withdrawn without the unanimous consent of the meeting.
- (r) A motion or amendment before the chair may be reworded by the mover subject to leave of the meeting.
- (s) No person may speak twice to the same question except in explanation unless he/she is the mover of the original motion exercising his/her right of reply.
- (t) By permission of the chairperson, a person may speak briefly in personal explanation of his/her previous statement but must keep strictly to the point which has been misunderstood.
- (u) When an amendment is moved to an original motion no further amendment shall be discussed until the first amendment is disposed of, but further amendments may be foreshadowed without discussion
- (v) Amendments must be voted upon before the original motion.
- (w) An amendment must be relevant to the question and so framed that it forms, with the part of the original motion unaffected by it, a sensible and consistent proposal that is not a direct negation of the original motion.
- (x) No person may move or second more than one amendment to an original motion but the mover and seconder of a motion or amendment may speak to subsequent amendments.
- (y) An amendment may not be moved or seconded by any person who has already spoken to the original motion or to a previous amendment.
- (z) The chairperson shall, as far as practicable, call on speakers for and against a motion or amendment alternatively, subject to the right of the seconder to speak immediately after the mover.
- (aa) If two consecutive speakers have both argued for or against a motion or an amendment, and there is no person wishing to argue the opposite view, the motion or the amendment shall be put, subject to any right of reply allowed, without further debate.
- (bb) The mover of a motion which is opposed may reply to the arguments raised before the motion is put, provided no new matter is introduced, and such reply ends the debate if there are no amendments.
- (cc) If an amendment is moved, the mover of the original motion may exercise his/her right of reply before the amendment is put but this need not end the debate on the substantive motion.
- (dd) The mover of an amendment has no right of reply.

- (ee) If the first amendment is defeated, the original motion again becomes open to amendment.
 - (ff) If the first amendment is carried, the motion as amended becomes the substantive motion and is again open to amendment.
 - (gg) When the substantive motion is put to the meeting and carried, it becomes the resolution.
 - (hh) All motions and amendments that are voted upon are to be recorded in the minutes and shown as having been *carried or defeated*.
 - (ii) Where a motion is passed by all members voting for it, the motion may be recorded in the minutes as having been *carried unanimously*.
 - (jj) Where a motion is passed, not unanimously, but with no member voting against it, the motion may be recorded in the minutes as having been *carried nem. con.*
 - (kk) No person may speak on any motion after it has been put to the vote.
 - (ll) No amendment may be moved after the substantive motion has been put to the vote.
 - (mm) Amendments may be moved to motions on notice provided they are within the scope of the notice and can involve the Club in no greater obligations than the notice specifies.
 - (nn) No motion can be accepted by the chairperson which is the same in effect as one already defeated, except on notice of motion.
- 3.8 Voting shall be by a show of hands or a division of members unless not less than one-fifth of members demand a secret ballot.
- 3.9 Unless otherwise specified, all matters shall be decided by a simple majority of votes cast and in the case of an equality of votes, the chairperson shall have the option of a second or casting vote.
- 3.10 A person who on a show of hands voted against a resolution may have the fact of his/here dissent recorded in the minutes provided that this is requested immediately the result is declared.
- 3.11 A procedural motion "that the meeting proceed to the next business" must be seconded and if passed has the effect of disposing of the question under discussion without a vote being taken.
- 3.12 A procedural motion "that the question be now put" (the "closure") does not need to be seconded and if passed has the effect of causing the question to be voted on immediately without further debate except for any right of reply allowed.
- 3.13 A procedural motion "that the speaker be no longer heard" must be seconded and if passed has the effect of preventing the speaker from participating in the discussion.
- 3.14 The preceding procedural motions may only be moved and seconded by persons who have not previously taken part in the debate and must be put to the vote immediately without amendment or debate.
- 3.15 Any person may raise a point of order which shall take precedence over all other business and which shall be ruled upon by the chairperson without further debate.
- 3.16 The chairperson's ruling on all points of order shall be final, unless a procedural motion is moved, seconded and carried "that the chairperson's ruling be disagreed with".
- 3.17 There shall be no debate on this motion prior to the vote apart from the mover speaking briefly in support of the motion and the chairperson explaining why the ruling was given.
- 3.18 If carried, the effect of this motion is to overturn the chairperson's ruling but it does not mean that the chairperson has to vacate the chair.
- 3.19 A procedural motion "that the meeting no longer has confidence in the chairperson" must be seconded and, if passed, the chairperson must vacate the chair for the remainder of the meeting.
- 3.20 If the chairperson is removed from the chair, the meeting elects a new chairperson and proceeds with its business.

- 3.21 The chairperson may not move, second or speak to any motion, or contest an election, and if he/she wishes to do so, must stand down from the chair while the matter is dealt with.
- 3.22 If the chairperson wishes to stand down from the chair for an election or for a debate, he/she may nominate a temporary chairperson with the leave of the meeting or the meeting may elect a temporary chairperson.
- 3.23 In the case of disorder arising, the chairperson shall have the power to adjourn the meeting to a time he/she shall fix and his/her leaving the chair terminates the business.
- 3.24 A person who continually disrupts a meeting may be named by the chairperson and ordered to withdraw from the meeting.
- 3.25 If a person is named and refuses to withdraw, such person may be ejected provided no more than necessary force is used for that purpose or the meeting may be adjourned while the police are summoned.
- 3.26 If it becomes apparent that a vote was taken without some members being fully aware of the substance of the motion or if it is discovered that the resolution contravenes the Constitution or the Associations Incorporation Act, a person may move "that the matter be recommitted" and the original motion shall be put to the meeting again provided eighty percent of those members present vote in favour of the recommittal motion.
- 3.27 A resolution may only be rescinded at a subsequent meeting by a motion on notice except that a motion may be voted on again at the same meeting at which it was passed by recommitting the matter as set out in By-Law 3.26.
- 3.28 A motion that the meeting resolve itself into a Committee of the Whole may be duly moved, seconded and carried at any time during the discussion of a motion so that there will be no restriction on the number of times a person may speak to the question.
- 3.29 A person who has a financial interest in a matter that is being considered at a meeting must declare that interest and must not vote on any motion in relation to that matter; and, if requested by the chairperson, such person must leave the room while the matter is being discussed or voted upon.
- 3.30 When a person abstains from voting for such "conflict of interest" reasons, the fact of his/her abstention and the reason for it must be recorded in the minutes.
- 3.31 Notwithstanding anything hereinbefore contained, any decision made by a validly-constituted meeting shall not be void by reason only of a departure from these Standing Orders which was not detected until after the decision had been made.
- 3.32 In the resolution of any dispute at any meeting concerning the rules of debate or the procedure of meetings not specifically included in the Associations Incorporation Act, the Constitution and these By-Laws, the authority recognised by the Association shall be "Joske's Law and Procedure at Meetings in Australia".

4 CLASSES OF MEMBERSHIP

- 4.1 A person shall be eligible to apply to be an Ordinary Member of the Club provided he/she is 18 years of age or older and:
- (a) is enrolled for at least one semester of the current calendar year as a Domestic or International Student in a Degree, Diploma or Certificate award program offered by The University and has been issued with a Student Number and Student Card by The University;
 - (b) while enrolled at an overseas university is enrolled as a Study Abroad or Incoming Exchange Student for at least one semester of the current calendar year in a non-award program offered by The University and has been issued with a Student Number and Student Card by The University;
 - (c) has completed a Degree, Diploma or Certificate award program offered by The University and has been awarded that qualification; or
 - (d) is employed as academic or general staff by The University at any time during the current calendar year and has been issued with a Staff Number and Staff Card by The University.

- 4.2 Persons who are 18 years of age or older but are not eligible for Ordinary Membership shall be eligible to apply to be Associate Members of the Club.
- 4.3 Persons who are under 18 years of age shall be eligible to apply to be Junior Members of the Club.
- 4.4 An applicant for Ordinary Membership must provide supporting documentation to the satisfaction of the Management Committee if requested and, where clear evidence of a person's eligibility for Ordinary Membership is not provided, that person shall only be considered for Associate Membership pending clarification of the person's status.

5 MANAGEMENT COMMITTEE

- 5.1 Subject to the provisions of the Constitution, conditions relating to the election of members of the Management Committee and their term of office shall be set out in this By-Law 5. References to Positive Notice Blue Cards & Exemption Cards and Negative Notices relate to the notices and cards issued by the Queensland Government through Blue Card Services in accordance with the provisions of the Working with Children (Risk Management and Screening) Act.
- 5.2 All nominees for election to the Management Committee must sign and lodge the *Management Committee Nominee Declaration*, as set out in By-Law 12.2.
- 5.3 Except for the special situation in By-Law 5.4 regarding card renewal, all members of the Management Committee must hold a current Positive Notice Blue Card or Exemption Card, and newly elected members who do not hold a Blue Card or Exemption Card shall not take office until a Positive Notice Blue Card or Exemption Card is obtained.
- 5.4 In the event of a Management Committee member's Positive Notice Blue Card or Exemption Card expiring, that member is suspended from serving on the Management Committee until a new Blue Card or Exemption Card is obtained, unless a renewal application was lodged at least 30 days prior to the card expiry date.
- 5.5 In the event of a Management Committee member's Positive Notice Blue Card or Exemption Card being suspended, that member is immediately suspended from serving on the Management Committee until his/her Blue Card or Exemption Card suspension is lifted.
- 5.6 In the event of a Management Committee member's Positive Notice Blue Card or Exemption Card being cancelled and a Negative Notice being issued, that member's position on the Management Committee is immediately forfeited and the vacancy shall be filled in accordance with Clause 16 of the Constitution.
- 5.7 Subject to the provisions of the Associations Incorporation Act and the Constitution, the principal duties and responsibilities of the office-bearers and other members of the Management Committee shall be as set out in this By-Law 5.
- 5.8 The members of the Management Committee shall:
- (a) be conversant with and committed to the Club's objectives;
 - (b) be well informed of all Club activities;
 - (c) have a good working knowledge of the Constitution and By-Laws and the duties of all office-bearers, appointees and sub-committees;
 - (d) diligently attend Management Committee meetings and ensure they obtain sufficient information about all matters before them to make appropriate decisions;
 - (e) attend to their fiduciary responsibilities with due care and diligence;
 - (f) not disclose any confidential matters brought to their attention;
 - (g) be impartial and act honestly and in good faith on all issues;
 - (h) disclose any conflicts of interest at the earliest opportunity;
 - (i) represent the majority view of the Management Committee to the members and public; and
 - (j) be supportive of all other members of the Management Committee in performing their duties.

- 5.9 The principal duties of the President shall be:
- (a) to preside at meetings of the Management Committee;
 - (b) to preside at General Meetings;
 - (c) to ensure that the affairs of the Club are conducted in accordance with the Constitution and By-Laws and Associations Incorporation Act;
 - (d) to prepare the annual President's Report;
 - (d) to ensure that planning for the future is carried out in accordance with members' wishes;
 - (e) to be a signatory on the Club's bank accounts;
 - (f) to be *ex officio* a member of all sub-committees; and
 - (g) to represent the Club to other organisations and the public.
- 5.10 The principal duties of the Vice-President shall be:
- (a) to attend all meetings of the Management Committee and General Meetings;
 - (b) to assist the President in the performance of his or her duties;
 - (c) to preside at meetings in the absence of the President;
 - (d) in the prolonged absence of the President, to serve as Acting President in accordance with Clause 14.10 and By-Laws 5.13 and 5.14; and
 - (e) to perform such other functions as the Management Committee may direct.
- 5.11 The principal duties of the Honorary Secretary shall be:
- (a) to attend all meetings of the Management Committee and General Meetings;
 - (b) to provide proper notice of all such meetings;
 - (c) to prepare meeting agendas in consultation with the President;
 - (d) to provide a current copy of the Club's Constitution and By-Laws, the Associations Incorporation Act, the UQ Sport Constitution and the Tennis Queensland Articles and By-Laws for all meetings of the Management Committee and General Meetings;
 - (e) to arrange for minutes to be taken at all meetings of the Management Committee and General Meetings and to maintain the Minutes Book and attendance records;
 - (f) to ensure all mail is collected regularly;
 - (g) to attend to all correspondence connected with the Club;
 - (h) to present membership applications to the Management Committee for consideration;
 - (i) to ensure that the membership register is maintained;
 - (j) to assist the President in the preparation of the annual President's Report;
 - (k) to be *ex officio* a member of all sub-committees; and
 - (l) to perform such other functions as the Management Committee may direct.
- 5.12 The principal duties of the Honorary Treasurer shall be:
- (a) to attend all meetings of the Management Committee and General Meetings;
 - (b) to ensure that all moneys received by the Club are receipted and deposited in the Club's bank accounts as soon as possible;
 - (c) to ensure that all expenditure is approved or ratified by the Management Committee;
 - (d) to ensure that all approved payments are made promptly;
 - (e) to maintain a petty cash float;
 - (f) to manage payroll, superannuation and withholding tax payments if applicable;
 - (g) to ensure that proper books and accounts are maintained to show the financial transactions of the Club;
 - (h) to issue invoices for all moneys owed to the Club;
 - (i) to manage the Club's cash flow;
 - (j) to prepare income and expenditure statements and bank accounts reconciliations for presentation to the Management Committee;
 - (k) to prepare a financial report on all activities as soon as possible after the completion of that activity;

- (l) to prepare the annual financial report;
- (m) to prepare and lodge the quarterly Business Activity Statements;
- (n) to prepare budgets and recommendations on fees as deemed necessary by the Management Committee;
- (o) to ensure that the assets register is maintained;
- (p) to be a joint signatory on the Club's bank accounts;
- (q) to be *ex officio* a member of all sub-committees; and
- (r) to perform such other functions as the Management Committee may direct.

5.13 In the event that the President is going to be absent for more than one (1) month, the President may appoint the Vice-President as Acting President, in accordance with Clause 14.10. The instrument of appointment must be in writing, signed by the President and specify the duration of the appointment.

5.14 In the event that the President is absent for more than one (1) month without appointing an Acting President, the Management Committee may appoint the Vice-President as Acting President until the President returns.

6 SCHEDULE OF FEES

6.1 Membership Fees:

- (a) Ordinary Members as prescribed by the Management Committee from time to time
- (b) Associate Members as prescribed by the Management Committee from time to time
- (c) Junior Members as prescribed by the Management Committee from time to time
- (d) Honorary Life Members nil
- (e) Honorary Members nil

6.2 The Full-Year Membership fee shall cover the period from 1st January in one year to 31st December in the same year. The Half-Year Membership fee shall cover the period from 1st January to 30 June in the same year (First-Half-Year) or 1st July to 31st December in the same year (Second-Half-Year). The Quarter-Year Membership fee shall cover the period from 1 October to 31 December in the same year.

6.3 Notwithstanding By-Law 6.2, at its discretion, the Management Committee may extend the membership period by up to two (2) months for members who are playing in Fixtures which have a small number of matches in another membership period.

6.4 In the special case where membership is extended into the following membership period under By-Law 6.3, the membership fee for that period must be paid by any such members wishing to play in another competition starting in that membership period.

6.5 Playing Fees for Fixtures (per season):

- (a) Ordinary Members as prescribed by the Management Committee from time to time
- (b) Associate Members as prescribed by the Management Committee from time to time
- (c) Junior Members as prescribed by the Management Committee from time to time
- (d) Honorary Life Members nil

- 6.6 Participation Fees for players from another body participating in joint Fixtures conducted by the Club (per season):
- (a) Adults as prescribed by the Management Committee from time to time
 - (b) Juniors as prescribed by the Management Committee from time to time
- 6.7 Emergency Registration Fee for Internal Fixtures:
- (a) Adult players as prescribed by the Management Committee from time to time but each team may use up to four (4) emergency registrations for free per season
 - (b) Junior players as prescribed by the Management Committee from time to time but each team may use up to four (4) emergency registrations for free per season
- 6.8 Disputes and Appeals:
- (a) Disputed Result Deposit \$10, which must accompany the written complaint
 - (b) Deposit for Disciplinary Appeal to Management Committee \$50, which must accompany the written appeal application
 - (c) Deposit for Disciplinary Appeal to General Meeting \$100, which must accompany the written appeal application
- 6.9 Should any member default in the payment of annual membership fees or registration fees or any other fees and moneys owing to the Club, the Management Committee may, at its absolute discretion (and without the need to refer the matter to a Disciplinary hearing as set out in By-Law 10) suspend such member immediately such payments fall due.

7 FIXTURE TEAM SELECTIONS

- 7.1 The Club may enter teams in any Brisbane-wide Fixtures conducted by other bodies affiliated with Tennis Queensland.
- 7.2 The Club may conduct Fixtures on Campus on whatever days and at whatever times the Management Committee may decide from time to time (Internal Fixtures).
- 7.3 For each Fixture, the Management Committee shall set a closing date for the receipt of applications.
- 7.4 Each person applying to play Fixtures must be an Ordinary, Associate, Junior or Hon. Life Member of the Club.
- 7.5 Registration for Fixtures:
- (a) Each person applying to play Fixtures shall lodge a Fixture Application Form for the appropriate competition and provide such information as is requested by the Management Committee from time to time.
 - (b) The declaration on the Fixture Application Form must be signed by the person to the effect that he/she agrees to be bound by and comply with the rules of the body conducting the competition.
 - (c) Fixture Application Forms must be accompanied by all fees owing, as set out in By-Law 6.
 - (d) The Management Committee is under no obligation to accept any Fixture Application Form that is illegible in the opinion of the Honorary Secretary, is incomplete in the information requested, is not signed as required under By-Laws 7.4(b), is lodged without all fees owing, or is lodged after the advertised closing date.
 - (e) The Management Committee is under no obligation to refund any fees if a team or a player in a team withdraws after the team is included in the Fixture draw but may at its sole discretion refund all fees, or part thereof, in extenuating circumstances.

- (f) Where the Club is affiliated with Tennis Queensland and/or UQ Sport, the application of a Member to play Fixtures shall not be accepted if the Club is informed by Tennis Queensland or UQ Sport that the player is under suspension, for whatever reason, and the registration of such player shall not be accepted until granted clearance by Tennis Queensland or UQ Sport, as the case may be.
 - (g) If such player is already playing Fixtures with the Club, the player shall be suspended from playing Fixtures until granted clearance by Tennis Queensland or UQ Sport, as the case may be.
- 7.6 In submitting an application to play Fixtures, a player automatically undertakes to accept the explicit authority of the Management Committee to:
- (a) grade players;
 - (b) place such individual in any team deemed to be of an appropriate standard by the Management Committee but this does not impose any obligation on the Management Committee to find a team for such individual;
 - (c) decide on the number of players in each team;
 - (d) appoint any applicant as a Team Captain;
 - (e) allocate a Home court for each team;
 - (f) provide names and contact information it deems appropriate to other Club members;
 - (g) provide names and personal information it deems appropriate to other bodies with which the Club is affiliated; and
 - (h) apply, for Internal Fixtures, the penalties listed for breaches of the playing rules contained in By-Law 8 and adjust any match result accordingly.
- 7.7 As soon as possible after the closing date for applications, the Management Committee shall:
- (a) organise the applicants into teams;
 - (b) appoint one player in each team to be Team Captain;
 - (c) allocate and book a Home court for the season for each team;
 - (d) nominate a recommended grade; and
 - (e) complete Team Registration Forms as required and, where applicable, submit the forms to the appropriate Fixture association.
- 7.8 A player registered in one team may not transfer to another team during the same season without the approval of the Management Committee and, where applicable, the Fixture association.
- 7.9 If a player or team fails to supply the correct information about previous Fixture performances that, in the opinion of the Management Committee, would have caused such player or team to be placed in a higher grade, the Management Committee may suspend such player or team from the competition.

8 INTERNAL FIXTURE RULES

- 8.1 All Fixtures conducted by the Club shall be played in accordance with the general rules contained in this By-Law 8 and any other rules approved by the Management Committee from time to time.
- 8.2 These rules are promulgated for the purpose of providing fair and reasonable regulations for the orderly and uniform conduct of the Club's Fixtures.
- 8.3 References to specific rules in the ITF Rules of Tennis use the numbering in the 2003 Rules of Tennis and such references apply to the equivalent rule in any amendments of the Rules using different numbering.
- 8.4 The Management Committee shall be the sole authority on the interpretation of these rules and the decision of the Management Committee upon any question involving their interpretation shall be final and conclusive.
- 8.5 Any matter relating to the conduct of Fixtures not specifically covered in these rules or elsewhere in the Constitution or these By-Laws shall be resolved by the Management Committee, whose decision shall be final and conclusive.

8.6 Fixture Dates and Times:

- (a) The Management Committee shall decide the number of competitions to be conducted each year and the dates on which matches will be played for each competition.
- (b) For each competition, the Management Committee shall set the time at which each match shall commence and the time at which each match shall conclude.
- (c) Subject to By-Law 8.6(e), all Fixture matches shall be played on the dates and at the time set down by the Management Committee at the start of the competition.
- (d) For any match not played in accordance with this By-Law 8.6, including the wrong teams playing each other, both teams shall be deemed to have Forfeited.
- (e) The Management Committee shall have the power to postpone, cancel or alter the day, date or time for any match and to order any match to be replayed at such time and on such court as it may decide.

8.7 Grading and Draw:

- (a) As soon as possible after the closing date for applications, the Management Committee shall:
 - (i) organise the applicants into teams;
 - (ii) rank the teams by standard and divide them into grades or grades and sections of grades;
 - (iii) organise and book courts for the season;
 - (iv) carry out the Fixture Draw; and
 - (v) supply each team with at least one copy of the Fixture Program.
- (b) The Fixture Program shall list the Fixture dates, the Draw, the Teams in each Grade, contact information for each Team and the Home Court of each Team.
- (c) Teams, in each grade or section of a grade, will be drawn to play each other at least twice during the preliminary rounds to decide which teams will contest the Finals.
- (d) For the purposes of this By-Law 8, the players allocated to a particular team are deemed to be registered in that team and all the players in a single competition are collectively referred to as Registered Players.

8.8 Additional Registrations and Transfers:

- (a) Additional players may be added to a team after the start of a competition where the Management Committee deems that extra players are necessary for the continued existence of the team.
- (b) Any such Additional Registration must be approved by the Management Committee prior to the new player playing a match.

8.9 Emergency Registrations:

- (a) Prior to Finals, a player not registered in a team in the competition may be granted a one match emergency registration by the Management Committee for the emergency registration fee specified in By-Law 6.7.
- (b) Each Emergency Registration must be approved by the Management Committee prior to the player playing a match.
- (c) Notwithstanding By-Law 8.9(b), a team may use such a player in an emergency without the prior approval of the Management Committee provided the details are noted on the back of the result card and the emergency registration fee is lodged by 5:00 p.m. on the day following the match; but all sets played by the player shall be Forfeited if the Emergency Registration is not subsequently approved by the Management Committee.
- (d) No Emergency Registration player can play more than two (2) matches with the same team or more than four (4) times in the same competition without registering in a team in that competition.
- (e) Any Emergency Registration player who plays more than the number of matches specified in By-Law 8.9(d) without registering in a team, shall Forfeit all sets played in such extra matches.
- (f) Moneys paid to the Club as emergency registration fees for a player do not count towards the registration fees for such player if subsequently registered in a team.

- (g) Matches played as an Emergency Registration by a player do not count towards the number of matches such player must play, if subsequently registered in a team, as required under By-Laws 8.15(m) and 8.15(n) to be eligible to play in the Finals.

8.10 Unregistered Players:

- (a) An Unregistered Player is a person playing for a team who is:
- (i) not registered in the team;
 - (ii) not registered in another team in the same competition as allowed under By-Laws 8.12(f) and 8.12(g) or
 - (iii) not an Emergency Registration as allowed in By-Law 8.9.
- (b) All sets played by an Unregistered Player shall be Forfeited.
- (c) In accordance with By-Law 8.12(j), a team playing Unregistered Player(s) shall only Forfeit the sets played by the Unregistered Player(s) and not the match, provided at least one (1) player is a registered member of that team.

8.11 Team Compositions and Playing Formats:

- (a) In the Pairs Competitions, the team to play in each match shall consist of two (2) players of any gender.
- (b) In the Pairs Competition, Format 1, a match shall consist of three (3) sets and the order of play shall be as follows, unless re-arranged by mutual consent:

Players – 1 & 2			
HOME TEAM (A)			VISITING TEAM (B)
A1	v		B1
A2	v		B2
A1 + A2	v		B1 + B2

- (c) In the Pairs Competitions, Format 2, a match shall consist of four (4) sets and the order of play shall be as follows, unless re-arranged by mutual consent:

Players – 1 & 2			
HOME TEAM (A)			VISITING TEAM (B)
A1 + A2	v		B1 + B2
A1	v		B1
A2	v		B2
A1 + A2	v		B1 + B2

- (d) In all games, the game shall be won in accordance with the procedure set out in Rule 26(a) of the ITF Rules of Tennis; except that if the score reaches Deuce twice, a sudden-death point shall be played to decide the game. The sudden-death point shall be served to the court nominated by the receiver.
- (e) In all sets, the set shall be won by the team first winning six (6) games; except that if the score reaches five (5) games all, the set shall be decided by a nine (9) point tie-break.
- (f) Under the nine (9) point tie-break, the player whose turn it is to serve, serves two (2) points starting from the right court and, thereafter, each player serves two (2) points in rotation and in the same order as previously in the set. This continues until one player or pair reaches five (5) points. If the score reaches four (4) points all, the player who has just served shall serve a deciding point to the court nominated by the receiver.
- (g) Play shall be continuous from the first service until the conclusion of the match with no breaks between sets for hitting-up or resting except that each player shall be entitled to a hit-up not exceeding three (3) minutes before his/her first set.

8.12 General Rules of Fixture Play:

- (a) Only Tennis Australia approved balls shall be used.
- (b) The Visiting Team shall supply three (3) new balls.

- (c) One player or pair, as the case may be, from each team must be present and ready to play at the time nominated for the commencement of the match; otherwise the non-offending team may claim the first set on Forfeit after five (5) minutes have elapsed and one (1) further set for every fifteen (15) minutes which elapses thereafter. If, during a match, the player(s) scheduled to play next are not ready to play after five (5) minutes have elapsed since the completion of the previous set, the non-offending team may claim that set on Forfeit and one (1) further set for every fifteen (15) minutes which elapses thereafter.
- (d) No set shall be Forfeited under By-Law 8.12(c) unless the Forfeit is claimed immediately and so recorded on the result card for the match.
- (e) A team which fails to supply new balls for the start of play as required under By-Law 8.12(b) may be Forfeited sets in the same manner as described in By-Laws 8.12(c) and 8.12(d) until new balls are supplied.
- (f) Prior to Finals, any player registered in a team may play up to two (2) matches in a season in a higher grade or higher section of the same grade in the same competition but if such player plays more than these two (2) matches, he/she shall Forfeit all sets played in such extra matches and shall no longer be able to play in his/her original team.
- (g) Prior to Finals, a player registered in one team may play in another team in the same grade section on no more than two (2) occasions per season in each team; and if such a player plays in more than two (2) matches in each team, that player shall Forfeit all sets played in such extra matches.
- (h) If a person plays under a false name or if a person registered in one team plays in another team in a lower grade or lower section of the same grade, all sets played by such person shall be Forfeited.
- (i) In all matches where a player, who is registered in one team, plays in another team as allowed in By-Laws 8.12(f) and 8.12(g), the player's name, grade and team must be recorded on the back of the official match result card, otherwise all sets played by that player may be Forfeited.
- (j) Notwithstanding By-Laws 8.9, 8.12(f) and 8.12(g), in all matches, at least one (1) player in each team must be a registered member of that team or the match is Forfeited.
- (k) No player may play in more than one match being played in the same time period and any player who does so shall Forfeit all sets played in all such matches.
- (l) The Team Captain shall be responsible for the orderly conduct of play. If the Team Captain is not present, the team members present shall appoint one of their number to act as captain for the match.
- (m) Teams must umpire if one team requests umpires and the team receiving first in the first set shall supply the umpire for that set. This rule does not apply for Doubles sets in Pairs Competitions.
- (n) Teams refusing to umpire as requested in By-Law 8.12(m) shall Forfeit each set where no umpire is supplied.
- (o) All matters of precedence of play, such as choice of ends and the right to serve or receive shall be decided by the toss of a coin
- (p) The team winning the toss may choose, or require their opponents to choose:
 - (i) the right to serve or receive, in which case the other team shall choose the end; or
 - (ii) the end, in which case the other team shall choose the right to serve or receive.
- (q) In subsequent sets, umpire, serve and choice of ends shall alternate.
- (r) In subsequent sets, serve and choice of ends shall alternate on each court.
- (s) If it is discovered during any match that the pairs or players have not played according to the pairings or matches as set out in By-Laws 8.11, the correct pairing and matches shall be resumed as soon as such set is completed but the results of any such sets completed shall stand.
- (t) In the event of a team not being able to play a match, the opposing team must be given at least twenty-four (24) hours notice of the Forfeit except in extraordinary circumstances, where notice shall be given as soon as possible.

- (u) Where a team Forfeits, the Forfeit shall be cancelled (i) if all other matches on the day were not played because of rain or (ii) if in the opinion of the Management Committee, the match could not have been played on account of rain or any other cause, provided a written request, endorsed by the court operator or his/her representative, is lodged not later than two (2) days after the date set down for the match.
- (v) If a team Forfeits three (3) matches in any season, the Management Committee may suspend such team for the remainder of the season.
- (w) A match may be postponed or cancelled, at the discretion of the Management Committee, in the event of a death of a member or near relative of a member of a team within three (3) days of the date set down for the match.
- (x) No person, not being a member of the competing teams, shall umpire any set without the approval of the Management Committee.
- (y) The Management Committee shall, on request from either team, make every effort to provide a neutral qualified umpire for any match but the Management Committee is under no obligation to provide such umpire and in the event of an umpire not being appointed, the match must be played.
- (z) Where a qualified umpire is appointed, the teams shall be notified and shall be required to share any costs associated with providing such umpire.
- (aa) Players are not permitted to consume alcohol in the confines or immediate surroundings of a Fixture court during the playing of a Fixture match.
- (bb) Prior to Finals, the Home Team shall nominate its players first. Preferably, the Home Team shall list its players in order for all sets on the result card and then the Visiting Team must nominate its players; but, if this is not possible, the Home Team must nominate its player(s) first before each set.

8.13 Match Result:

- (a) The team winning the greater number of games in a match shall be the match winner.
- (b) In the event of a tie on games won, the team winning the greater number of sets shall be the match winner.
- (c) If the result in both games and sets won is even, the match shall be considered a Draw.
- (d) Any match not started because of rain or any other reason which is, in the opinion of the Management Committee, beyond the control of the Home Team shall be designated as Unplayed.
- (e) Any match stopped by rain or failed lighting, in which neither team has an unbeatable lead, shall also be designated as Unplayed unless it has been possible to complete two (2) sets in the Pairs Competition.
- (f) If all sets have not been completed but the number of sets specified in By-Law 8.13(e) have been completed, the match result shall be determined on the basis of the games and sets completed in accordance with By-Laws 8.13(a) to 8.13(c) inclusive.
- (g) Any match not played because one team cannot field a team shall be designated as a Forfeit.
- (h) If a team arrives to play a match and is one or more players short, it shall be permitted to play such match by Forfeiting the sets not played through absence of the player or players; however, should such team not field sufficient players to make possible a win or draw, it shall be deemed to have Forfeited the match.
- (i) In any match not played because both teams are unable to field a team, both teams shall be deemed to have Forfeited.
- (j) At the completion of a match, the official result card, as designated by the Management Committee from time to time, shall be completed in full and signed by both Team Captains or their deputies to confirm that the details recorded are correct.
- (k) Result cards must show the surname and first name of all players and the scores for all sets played or commenced and must be legible.
- (l) If there is any doubt about the identity of a player listed on the result card, the opposing team may request that player to produce evidence of his/her identity and, if such evidence is not forthcoming, may lodge a protest in accordance with By-Laws 8.16(a) and 8.16(b).
- (m) A result card must be completed for all matches, including Forfeits.

- (n) The winning team, including a team winning on Forfeit, is responsible for lodging the result card.
- (o) For a Draw or Unplayed match, the Home Team is responsible for lodging the result card.
- (p) Notwithstanding By-Law 8.13(j), the result card need only be signed by the Home Team captain for an Unplayed match or the winning team captain for a Forfeit.
- (q) Both teams in a match are required to keep a copy of the match result, as sets out in By-Law 8.13(k), in case the result card is lost or the result card is not lodged by the team responsible for lodging the card.
- (r) In the event that the result card is not lodged by the team designated in By-Laws 8.13(n) and 8.13(o), the other team may lodge the result and points may be awarded at the discretion of the Management Committee.

8.14 Fixture Points:

- (a) For full points to be allocated for a match as set out in this By-Law 8.14, a completed official result card must be lodged with the relevant Club official or at the Club's Office by 5:00 p.m. on the day following the match; except that a result card mailed to the Club's correct mailing address will be accepted if received after this deadline if the outer cover bears a metropolitan post office stamp dated not later than 12:00 noon on the day following the match.
- (b) To comply with By-Law 8.14(a), the result may be lodged at the Club Office by facsimile copy of the result card and by phone or e-mail provided all details consistent with By-Law 8.13(k) are supplied and the original result card is provided within 24 hours if requested by the Management Committee.
- (c) In the Pairs Competitions, points will be allocated as follows:

Winning team	4 points
Losing team	2 points, if match played 0 points, if match Forfeited
Draw	3 points per team
- (d) In addition to the points listed in By-Law 8.14(c), each team shall receive one-tenth (0.1) of a point for each game won or won on Forfeit.
- (e) It is at the discretion of the Management Committee whether any points shall be awarded for result cards received that do not comply with By-Laws 8.13(j) and 8.13(k).
- (f) Failure to comply with the deadline set in By-Law 8.14(a), will result in the team responsible for lodging the result card receiving a one point penalty for each week that the card is late except that where a card has not been received by the third (3rd) week following the match, the team shall receive zero points.
- (g) Notwithstanding By-Laws 8.14(a) and 8.14(e), where a match result (on a result card or in another manner acceptable to the Management Committee) is not received by 11 p.m. on the night of the last match of the preliminary rounds, both teams shall receive zero points.
- (h) After the completion of the preliminary rounds, the match points received by each team shall be added together to give the total points for the season; but in determining the total points, teams shall receive points for each Unplayed match or Bye equal to the average points gained per match completed.

8.15 Finals:

- (a) In this By-Law 8, any reference to Finals means any Semi-Final, Preliminary Final or Grand Final match.
- (b) In order to determine the winning team in any grade (or section), the leading teams on points shall play-off in the Finals in whatever manner is determined by the Management Committee that is consistent with this By-Law 8.15.
- (c) The Management Committee must promulgate the method to be used in the play-off to determine the grade (or section) winner prior to the start of the competition.

- (d) If, in determining the leading teams on points to contest the Finals, any teams are found to be equal on points, their positions shall be decided on the basis of the average number of games won for the matches played; if still tied, on the basis of the average number of sets won for the matches played; if still tied, on the basis of the total games won in the head-to-head matches involving the tied teams; if still tied, on the basis of the total sets won in the head-to-head matches involving the tied teams; and if still tied, by the toss of a coin.
- (e) For the purpose of determining the playing order, the two teams participating in a match in the Finals shall decide by the toss of a coin which team shall be the Home Team.
- (h) If a team Forfeits in a Final after a court has been booked for the match, the Forfeiting team is required to pay the full court hire unless the fee is waived by the court operator.
- (i) Notwithstanding By-Law 8.6(b), the Management Committee may vary the starting and finishing times for Finals to facilitate the completion of matches.
- (j) The Management Committee shall promulgate at the start of the season whether the winner of a match in the Finals shall be determined by (i) the match being played to completion or until one team has an unbeatable lead or (ii) the team in the lead provided a designated minimum number of sets have been completed.
- (k) If a Finals match is not completed as required under By-Law 8.15(j), the teams shall complete the match, from the point at which play was suspended, in the manner and at the time as directed by the Management Committee.
- (l) If, in accordance with By-Law 8.15(k), a Finals match has to be completed at another time, the Management Committee may, in extenuating circumstances, allow a team member to be substituted for the remainder of the match, even if that person has already played.
- (m) In Finals, if any match is Drawn, the winner shall be decided on the basis of a tie-break [as described in Rule 27(b) of the ITF Rules of Tennis] between the players who contested the final set.
- (n) Except as provided in By-Laws 8.15(o) and 8.15(p), no player shall play in any match in the Finals unless he or she, as a registered player, shall have physically played in at least three (3) Fixture matches prior to the Finals with the same team with which it is intended to play in such match.
- (o) To prevent Forfeits in Finals, with the explicit prior approval of the Management Committee, teams may use a player from a lower grade or section of a grade in the same competition (or, in the lowest grade section of a competition, from another team in the same grade section that did not make the Finals) provided such player has physically played, as a registered player, at least three (3) matches in that competition.
- (p) The Management Committee may, if special circumstances warrant, waive the requirement for a player to have physically played in a particular number of matches prior to playing in the Finals.
- (q) The winning teams and runners-up in the Grand Finals shall receive trophies or prizes as selected by the Management Committee.
- (r) The Management Committee shall decide a time, date and venue for the presentation of trophies won but the Management Committee has no responsibility for delivering any trophies not collected on that date and any trophies not collected within a month of the trophy presentation may be forfeited.
- (s) At the discretion of the Management Committee, a "Best-of-the-Rest" competition may be conducted for teams not involved in Finals.
- (t) In Finals, both teams must list their players in order for all sets prior to the first set and then exchange lists so that the names can be entered on the result card.
- (u) Notwithstanding By-Law 8.12(c), if one player from a team is late arriving and his/her first set is due to be played, the next scheduled set shall be played. After the completion of that set, the omitted set shall be played when specified by the non-offending team if the late player has arrived or it may be claimed on forfeit if the late player has still not arrived. This relaxation of the forfeit rule in By-Law 8.12(c) applies to one player only from each team for his/her first set.

8.16 Disputed Results and Complaints:

- (a) If any player or team disputes the result of a match as recorded on the result card for that match, a written protest must be lodged with the Honorary Secretary or at the registered office of the Club no later than two (2) days following such match and such protest must be accompanied by the deposit specified in By-Law 6.8(a), which shall be returned if the protest is upheld.
- (b) However, for the last match before the Finals and for any Finals match, such written protest must be lodged no later than one (1) day following the match.
- (c) Any player or team wishing to complain about the behaviour of any player during or incidental to a match must lodge (by hand, post or legible facsimile transmission) a complaint in writing with the Honorary Secretary or at the registered office of the Club no later than five (5) days following the incident.

9 CODES OF BEHAVIOUR

- 9.1 In order to maintain fair and reasonable standards of conduct by players and officials and to protect their respective rights, the rights of the public and the integrity of the game of Tennis, all activities and competitions organised by the Club shall be conducted in accordance with the University of Queensland Tennis Club Code of Conduct, Tennis Australia Code of Conduct, Tennis Queensland Codes of Behaviour and the Tennis Australia Member Protection Policy so far as the same may be applicable to the Club or a particular competition.
- 9.2 For any Fixture match, the Management Committee may appoint a match supervisor who shall have all the powers of a referee to apply on-site penalties for breaches of the Code of Conduct.
- 9.3 All players must observe the Tennis Australia Tennis Etiquette and Rules for Non-Umpired Matches so far as the same may be applicable to the particular competition.
- 9.4 All players must dress and present themselves for play in clean and customarily acceptable tennis attire.
- 9.5 The conditions in the Tennis Queensland Dress and Equipment Regulations for Sanctioned Tournaments shall be taken as a guideline for Club competitions but may not be enforced rigorously in the interests of maximising participation.
- 9.6 Any breaches of the Fixture Rules, Constitution & By-Laws, Code of Conduct, Codes of Behaviour, Member Protection Policy, Tennis Etiquette and Dress Regulations may be dealt with by the Management Committee following the procedures set out in By-Law 10.

10 COMPLAINTS AND DISCIPLINARY PROCEDURES

- 10.1 Complaints, disputes and disciplinary matters may be referred to a Complaints and Disciplinary Tribunal.
- 10.2 The Complaints and Disciplinary Tribunal shall:
 - (a) deal with complaints received by the Club about the behaviour of any member;
 - (b) deal with disputes about the result of an Internal Fixture match; and
 - (c) deal with any disciplinary or other matters referred to it by the Management Committee.
- 10.3 At its first meeting after the Annual General Meeting, the Management Committee shall appoint a Complaints and Disciplinary Panel of not more than nine (9) adult persons and shall appoint one of their number to be the Panel Chairperson.
- 10.4 The members of the Complaints and Disciplinary Panel need not be members of the Management Committee or members of the Club.
- 10.5 For all hearings of the Tribunal, the Panel Chairperson, or his/her nominee, shall select three (3) persons from the Panel to constitute the Tribunal and shall appoint one of their number to chair the hearing.
- 10.6 In the event that there are insufficient members of the Panel available at any time, the Panel Chairperson, or his/her nominee, shall have the power to appoint any other adult persons as are required to form a Tribunal (having regard to the requirements of By-Law 10.4).

- 10.7 In all of its dealings, the Tribunal must act in good faith and any person who could reasonably be considered to be biased in a particular matter should disqualify himself/herself from consideration for the Tribunal that deals with such matter.
- 10.8 For all hearings of the Tribunal, the case against the accused person(s) shall be presented by a Prosecutor.
- 10.9 At its first meeting after the Annual General Meeting, the Management Committee shall appoint a Prosecutor. The Prosecutor need not be a member of the Management Committee or a member of the Club; but must not be a member of the Complaints and Disciplinary Tribunal.
- 10.10 In the event that the Prosecutor is not available at any time, the President, or his/her nominee, shall have the power to appoint any adult person to act as Prosecutor (having regard to the requirements of By-Law 10.9).
- 10.11 In the event that all positions on the Complaints and Disciplinary Panel or the position of Prosecutor cannot be filled at its first meeting after the Annual General Meeting or if a casual vacancy arises, the Management Committee may fill the vacancies at any meeting.
- 10.12 If any player or team disputes the result of a match, a written protest must be lodged with the Honorary Secretary or at the registered office of the Club no later than two (2) days following such match and such protest must be accompanied by the deposit specified in By-Law 6.8(a), which shall be returned if the protest is upheld.
- 10.13 Where an obvious breach of the playing rules has occurred, the rules shall be applied and the match result altered accordingly.
- 10.14 In all other cases, the Honorary Secretary shall invite a written statement from the captain of the opposing team and any other persons thought necessary provided that such statements must be lodged within seven (7) days of being requested.
- 10.15 Any player, member of the Management Committee, referee or match supervisor wishing to complain about the behaviour of any member must lodge (by hand, post or legible facsimile transmission) a complaint in writing with the Honorary Secretary or at the registered office of the Club no later than five (5) days following the incident.
- 10.16 Upon receipt of a complaint about the behaviour of any member, the Honorary Secretary shall immediately write to the accused person, the captain of the player's team or such other person(s) as is deemed appropriate giving the general details of the complaint and requesting a written comment about the matter within seven (7) days.
- 10.17 After the seven (7) days specified in By-Laws 10.14 or 10.16 have elapsed, the Honorary Secretary shall forward the original complaint and other statements received to the President, or his/her nominee(s), who shall decide how the matter is to be treated.
- 10.18 The President, or his/her nominee(s), shall decide if the complaint (i) should be dismissed because it is frivolous, vexatious or malicious, (ii) would be better handled by mediation, counselling or by a reminder about rules and codes of behaviour or (iii) is serious enough to warrant prosecution before the Tribunal.
- 10.19 The Honorary Secretary shall, as soon as possible, inform the complainant and the accused person whether the matter is to be prosecuted before the Tribunal or not.
- 10.20 If the decision is not to prosecute the matter, the complainant may request the Management Committee to review this decision provided the request, which must be in writing, is lodged with the Honorary Secretary or at the registered office of the Club no later than seven (7) days after the notification date of the decision; with the review to be held no sooner than seven (7) days but no more than fourteen (14) days after the request is received.
- 10.21 If the matter is to be prosecuted, the Honorary Secretary shall request the Panel Chairperson to convene a Tribunal hearing to deal with the matter as quickly as possible.
- 10.22 The accused person must be notified in writing of the time and place of the hearing, must be given the details of the complaint and the possible penalties and must be informed that he/she may bring an advocate (not having been or being a member of the legal profession) and may furnish oral or written evidence from witnesses.

- 10.23 The Prosecutor must also be notified in writing of the time and place of the hearing. The Prosecutor may bring an advocate (not having been or being a member of the legal profession) and may furnish oral or written evidence from the complainant and other witnesses.
- 10.24 The accused person shall be given the option of providing written submissions in lieu of appearing in person and of having an advocate (not having been or being a member of the legal profession) appear in his/her stead.
- 10.25 The accused person must be given a minimum of seven (7) days notice of the hearing and any reasonable request for a postponement of the hearing should be granted (e.g. for inadequate notice, on medical grounds, because of work or unavailability of witnesses).
- 10.26 In any hearing conducted by the Tribunal, minutes must be taken and the following procedures must be followed:
- (a) witnesses are excluded from the hearing room except when called to give evidence;
 - (b) the chair states the authority of the Tribunal, introduces all persons present, explains the procedures to be followed and reads the charges;
 - (c) the Prosecutor presents the evidence against the accused person;
 - (d) the accused person or his/her advocate is allowed to cross-examine these witnesses;
 - (e) the accused person presents his/her defence and his/her witnesses give their evidence;
 - (f) the Prosecutor is allowed to cross-examine these witnesses;
 - (g) the members of the Tribunal may seek clarification by questioning the accused, the complainant and witnesses;
 - (h) the Tribunal then excludes all parties from the hearing room while it deliberates over the evidence, makes a decision and decides on any penalty;
 - (i) the accused, the complainant and the Prosecutor are then invited back into the hearing room and advised of the decision; and
 - (j) if a penalty is applied, any appeal procedures must be explained.
- 10.27 After the hearing, the accused and complainant must be informed in writing of the outcome of the hearing and of any penalties imposed by the Tribunal and of any appeal procedures.
- 10.28 In the event that the accused person declines or fails to appear before a hearing of the Tribunal called in accordance with this By-Law, the Tribunal hearing shall proceed at the appointed time in the absence of the accused.
- 10.29 For offences committed by individual persons, the Tribunal may impose any one or more of the following penalties:
- (a) impose a warning or reprimand;
 - (b) impose a suspension for a specified period from all teams of the Club competing in Internal or Brisbane-wide Fixtures and from all Tennis activities under the control of the Club;
 - (c) impose an immediate suspension and recommend that the Management Committee terminates the person's membership of the Club, subject to Clauses 10.5(a) to 10.5(c) inclusive of the Constitution;
 - (d) imposes a monetary fine for an amount determined by the Tribunal;
 - (e) where there has been damage to property, direct that the offender pays compensation to the relevant organisation or person owning the property; or
 - (f) any other such penalty as the Tribunal considers appropriate.
- 10.30 If an individual is appearing for a second or subsequent time before a Tribunal, then the Tribunal shall have regard to the previous offence, the penalty imposed and any other relevant factors, in imposing a penalty for the second or subsequent offence.
- 10.31 The Tribunal shall provide a written report to the Management Committee on the complaint or dispute and the outcome of the hearing, including any penalties imposed.
- 10.32 The accused and the complainant may appeal to the Management Committee against a decision of the Tribunal.

- 10.33 Such appeal, which must be in writing, must be lodged with the Honorary Secretary or at the registered office of the Club no later than seven (7) days after the notification date of the hearing outcome and must be accompanied by the deposit specified in By-Law 6.8(b), which shall be returned if the appeal is upheld.
- 10.34 The conditions of the appeal being heard is that all parties accept that (i) the appeal will be solely and exclusively resolved by the Management Committee whose decision shall be final and binding, (ii) no party to the appeal may institute or maintain proceedings in any other tribunal or court and (iii) any penalties imposed by the Tribunal may be increased or decreased by the Management Committee.
- 10.35 The appeal shall be heard by the Management Committee no sooner than seven (7) days but no more than twenty-eight (28) days after the appeal is received.
- 10.36 The appeal shall be heard by the Management Committee minus any members who were on the Tribunal that imposed the penalty.
- 10.37 Such appeal shall be conducted in accordance with the procedures laid down in By-Laws 10.22 to 10.27 inclusive, so far as the same may be applicable, with the exception that the Members of the Tribunal may be called to give evidence.
- 10.38 Where an appeal to the Management Committee by the accused is rejected, the person who has been penalised may appeal to a general meeting against the severity of the penalty only.
- 10.39 Such appeal, which must be in writing, must be lodged with the Honorary Secretary or at the registered office of the Club no later than seven (7) days after the notification date of the rejection of the appeal and must be accompanied by the deposit specified in By-Law 6.8(c), which shall be returned if the appeal to the general meeting is upheld.
- 10.40 The conditions of an appeal against the severity of a penalty being heard are that the penalised player shall accept that (i) the appeal will be solely and exclusively resolved by the general meeting whose decision shall be final and binding and (ii) the severity of any penalties imposed may also be increased by the general meeting.
- 10.41 A general meeting to hear an appeal against the severity of a disciplinary penalty shall be held no sooner than fourteen (14) days but no more than twenty-eight (28) days after the appeal is received.
- 10.42 Where the membership of a player has been terminated, such player may appeal to a general meeting in accordance with Clause 11.1 to 11.4 inclusive of the Constitution.
- 10.43 Pending the determination of any appeal by the Management Committee or a general meeting, the penalty imposed by the Tribunal or Management Committee, as the case may be, shall remain in force and be operative.
- 10.44 All parties shall bear their own costs in relation to the conduct of a Tribunal or appeal hearing.
- 10.45 The refusal by any Club member to appear when requested as a witness at a Tribunal or appeal hearing shall constitute an offence that may be subject to disciplinary action.
- 10.46 In any hearing conducted by the Tribunal, Management Committee or a general meeting, the Club's honorary solicitor or other legal adviser may be invited to attend but only to ensure that the proceedings are conducted in a fair and proper manner.
- 10.47 Complaints about Sexual Harassment, Discrimination, Abuse or Vilification of a sexual or physical nature shall be dealt with under this By-Law 10 so far as may be possible but where there is a conflict or inconsistency between the hearing and appeal procedures of the Tennis Australia Member Protection By-Law and this By-law, the Member Protection By-Law shall prevail over this By-Law to the extent of the conflict or inconsistency.

11 ELECTION PROCEDURES

- 11.1 For all election ballots at a general meeting, the meeting shall appoint a person present to act as Returning Officer. The Returning Officer may appoint other persons present to act as Assistant Returning Officers. The Returning Officer and any Assistant Returning Officers may not be candidates for the election or have nominated or seconded a candidate and need not be members of the Club.

- 11.2 The Returning Officer shall, with appropriate security precautions, and in sequence:
- (a) announce the method to be used in marking the ballot papers;
 - (b) ensure all candidates are listed on the ballot papers, in alphabetical order;
 - (c) identify those persons present who are entitled to vote;
 - (d) arrange for ballot papers to be distributed to those persons;
 - (e) check that all persons entitled to ballot papers have in fact received them;
 - (f) introduce the candidates to the meeting and allow each candidate to make a brief statement to the meeting;
 - (g) invite those holding ballot papers to mark them;
 - (h) arrange for the collection of the ballot papers;
 - (i) check that all ballot papers have in fact been collected;
 - (j) formally declare the ballot closed;
 - (k) arrange for the count of the ballot papers; and
 - (l) present the result to the chairperson.
- 11.3 If a ballot is to be conducted, each candidate for election may appoint one person present to act as a scrutineer during the validating and counting of the votes.
- 11.4 Where an election for the President, Vice-Presidents, Honorary Secretary, Honorary Treasurer or Patron is to be held, then the procedure for the preferential secret ballot shall be as follows:
- (a) Having received a ballot paper, the voter shall place number 1 in the position opposite the name of the candidate for whom that voter wishes to vote as the first preference and shall give contingent votes for all the remaining candidates by placing (as the case requires) the figures 2, 3 and 4 (and so on as the case requires) in the positions opposite their names respectively, so as to indicate by numerical sequence the order of that voter's preferences for all of them and shall then immediately fold the ballot paper in such manner as will conceal the vote and deposit it with the Returning Officer.
 - (b) The Returning Officer shall sort the ballot papers into piles, one pile for each candidate given a first preference vote and one further pile for any informal votes. The Returning Officer shall then count the number in each pile and confirm that the totals add up to the number of votes cast.
 - (c) The candidate who has received the largest number of first preference votes shall, if that number constitutes an absolute majority of votes, be elected. If no candidate has received an absolute majority of first preference votes, the Returning Officer shall make a second count.
 - (d) On the second count, the candidate who has received the fewest first preference votes shall be excluded and each ballot paper counted to that candidate whose votes are excluded shall be counted to the candidate next in the order of the voter's preference.
 - (e) If any candidate then has an absolute majority of votes, that candidate shall be declared elected; but if no candidate then has an absolute majority of votes, the process of excluding the candidate who has the fewest votes and counting each of the ballot papers of that candidate whose votes are excluded to the next candidate (not already excluded) next in order of the voter's preference, shall be repeated until one candidate has received an absolute majority of votes. The candidate who has received an absolute majority of votes shall then be declared elected.
 - (f) If there are two (2) candidates to be elected, the procedures described in By-Laws 11.4(b) to 11.4(e) are followed to determine the "first-elected candidate". This same procedure is followed to determine the "second-elected candidate" except that, after the ballot papers are resorted into piles according to the first preference vote, votes for the "first-elected candidate" are first allocated to their second preference.
 - (g) If on any count, two or more candidates have an equal number of votes and one of them has to be excluded, that candidate amongst them who had the least number of votes at the last count at which they had not an equal number of votes shall be excluded.
 - (h) If such candidates had an equal number of votes at all preceding counts or there has been no preceding count, the Returning Officer shall determine between them by lot which of them shall be excluded.

- (i) In any distribution of preferences, those votes for a candidate who has already been eliminated or elected are allocated to the next available preference marked.
- 11.5 Where an election for the other members of the Management Committee referred to in Clause 14.6(f) of the Constitution or for Vice-Patrons is to be held, then the procedure for the secret ballot shall be as follows:
- (a) Having received a ballot paper, the voters shall place a tick in the position opposite the name of the candidates for whom the voter so votes to the number of candidates required to be elected and shall then immediately fold the ballot paper in such manner as will conceal the vote and deposit it with the Returning Officer. If, for example, there are two (2) positions to be filled, the voter must place a tick opposite two (2) names.
 - (b) The candidate who receives the greatest number of votes and the candidate who receives the next number of votes and so on according to the number of candidates to be elected, shall be elected. If two or more candidates have an equal number of votes and one of them has to be excluded, the Returning Officer shall determine between them by lot which one of them shall be excluded.
- 11.6 In this By-Law 11, the expression "determined by lot" means determined in accordance with the following direction, being the names of the candidates concerned having been written on similar slips of paper, and the slips having been folded so as to prevent identification and then mixed and drawn at random, the candidate whose name is first drawn shall be excluded.
- 11.7 For all elections where multiple positions are to be filled, the positions shall be filled in the following order: President, then Vice-Presidents, then Hon. Secretary, then Hon. Treasurer and then Executive Officers.
- 11.8 Where a person eligible to vote is not present in person, but is deemed to be in attendance under Clauses 29.1(a) & 29.1(b) of the Constitution, that person may appoint somebody who is present in person to complete the ballot paper on their behalf.

12 APPENDICES

12.1 University of Queensland Tennis Club Code of Conduct

General

- (a) Abide by the Constitution & By-Laws of The University of Queensland Tennis Club Inc. (UQ Tennis Club).
- (b) Treat all people who participate in Tennis, or related activities, which the UQ Tennis Club organizes, or in which it participates, with respect and dignity. Do not engage in any form of harassment, discrimination or abuse. Accept that you are bound by the provisions of the Tennis Australia Member Protection Policy.
- (c) In particular, treat any children and young people with respect and understanding at all times. Follow the UQ Tennis Club's Child & Youth Risk Management Strategy to ensure that such children and young people are kept safe from harm.
- (d) If subjected to any form of harassment, discrimination or abuse, follow the mediation and complaint procedures set out in the Tennis Australia Member Protection Policy which, in the first instance, involves contacting one of the UQ Tennis Club's Member Protection Information Officers.
- (e) Prior to, during or subsequent to any match, do not engage in any conduct that damages the image and integrity of Tennis or the UQ Tennis Club.
- (f) Recognize that the proper organization of Tennis competitions requires considerable time and effort and assist UQ Tennis Club officials by ensuring that all entries are lodged, with all information requested and all fees owing, by the advertised entry deadlines.
- (g) Accept that Fixture teams are organized according to the UQ Tennis Club's Team Selection Policies, which have been developed to ensure that all Fixture applicants are looked after fairly and equally, and recognize that not all requests regarding team compositions and grades may be possible.

Tennis Specific

- (a) Abide by the ITF Rules of Tennis and the rules of the particular competition.

- (b) Be a good sport in victory and defeat. Acknowledge a good performance by your opponent.
- (c) Be fair, no matter what the cost. Follow the Tennis Australia Tennis Etiquette and Rules for Non-Umpired Matches.
- (d) Believe in the honesty of your opponents and accept their line calls in matches played without an umpire.
- (e) Treat all players as you would like to be treated. Do not interfere with, bully or take unfair advantage of another player.
- (f) Respect the decisions of officials and administrators, making all appeals through the proper process and accepting the final decision.
- (g) If there is any problem during a competition match with another player, parents, coaches, supporters or spectators, call for the Referee or Match Supervisor to resolve the matter.
- (h) Control your temper. Physical abuse, verbal abuse, audible obscenities, visible obscenities or threatening behaviour to a player or any other person is not acceptable or permitted.
- (i) Do not use performance enhancing drugs. The use of performance enhancing drugs and doping practices is contrary to the ethics of sport and is potentially harmful to the health of athletes.
- (j) Do not play in a competition when intoxicated. If under 18 years of age, do not consume alcohol during or in connection with any competition.
- (k) Do not gamble on the outcome of any match in which you are involved.
- (l) During or in connection with any competition, do not engage in any activity that is unlawful and do not engage in any acts of discrimination or sexual harassment, abuse or vilification.
- (m) Complete all Tournament and Fixture result cards honestly, recording correct names and actual scores for games played. Falsifying names and scores is a serious disciplinary offence.
- (n) Show appreciation of the efforts of officials and administrators. The majority are volunteers and without them there would be no competitions or activities in which you could participate.

12.2 Management Committee Nominee Declaration

I,,

(Print Full Name of Nominee)

honestly and sincerely declare that:

- (a) I am currently an Ordinary or Associate Member of The University of Queensland Tennis Club Inc. (Club) or am an Honorary Life Member of the Club.
- (b) I am willing to serve on the Club's Management Committee if elected and accept that I am bound by the Club's Constitution and By-Laws.
- (c) I understand that my position on the Management Committee will automatically lapse if I do not renew my Club membership when membership renewal is due.
- (d) I understand the Objects for which the Club was established, namely:
 - (i) to promote, develop and organise the game of Tennis at The University of Queensland;
 - (ii) to encourage the participation of members of The University community and the local community (consistent with The University's Community Service Policy) in Tennis activities on Campus;
 - (iii) to provide a range of competitive and non-competitive Tennis that caters for varying levels of involvement, commitment and skill;
 - (iv) to provide opportunities and support for members to improve their skills and develop their full potential;
 - (v) to cooperate with other organisations with similar objectives in promoting and developing the game of Tennis;

- (vi) to advise The University and UQ Sport on the facilities needed to cater for Tennis on Campus and to work with these bodies to provide and maintain such facilities;
 - (vii) to promote and develop inter-university sport; and
 - (viii) to do all such things as are conducive or incidental to the attainment of the above objects or any of them.
- (e) I understand that the Club is committed to providing an environment that is safe for any children who participate in Tennis, or related activities, which it organises or in which it participates. I declare that I am not aware of any matter, under the *Working with Children (Risk Management and Screening) Act & Regulations*, that would disqualify me from obtaining a Positive Notice Blue Card or Exemption Card and, if elected, I will:
- (i) lodge a “Blue card application” form if I do not have a current Blue Card; or
 - (ii) lodge a “Link an applicant/cardholder to this organisation” form if I possess a current Blue Card or have lodged an application through another organisation: or
 - (iii) lodge an “Exemption card application” form if I am a registered Teacher or serving Police Officer.
 - (f) I recognize that the Management Committee Member Code of Conduct sets out the standards expected of me as a member of the Management Committee. I confirm that I have read, understand and agree to abide by this Code.

Nominee’s Signature:..... Date:.....

Name of Witness:.....

Signature of Witness:..... Date:.....

12.3 Management Committee Member Code of Conduct

- (a) The purpose of this code is to set out the standards of behaviour expected of Management Committee Members. In agreeing to be part of the Committee, each member must also agree to adhere to this Code at all times.
- (b) Code of Conduct
Committee Members must:
 - Be diligent in all their roles.
 - Act honestly, in good faith and in the best interests of the Club.
 - Act fairly and impartially.
 - Be conversant with the Club’s Constitution, By-Laws and all Policies.
 - Be well informed of all Club activities.
 - Strive to attend all Committee meetings or, where attendance is not possible, submit an apology.
 - Endeavour to be on time for meetings and stay to the end.
 - Prepare for meetings by reading all documents provided before the meeting.
 - Assist with the orderly conduct of meetings by adhering to the Agenda, recognizing the authority of the Chair and allowing members to speak freely without interruption.
 - Treat all people associated with the Club, including members, volunteers, partners, external stakeholders, and other Committee Members with respect.
 - Not engage in physical and/or verbal intimidation, abuse or conduct toward any person. Such actions are totally unacceptable.
 - Attend to their fiduciary responsibility and make decisions based on what is best for the Club, not for individual interest or gain.
 - Maintain confidentiality and not divulge information deemed confidential or sensitive, other than as required by law or where proper authorization is given.
 - Respect the confidentiality of any personal information about members held by the Club.
 - Accept decisions made by the Committee and support the majority view to members and the public.
 - Not take advantage of their position on the Committee in any way.
 - Declare any actual or perceived Conflicts of Interest and, where appropriate, disqualify themselves from discussions and decisions where such a Conflict of Interest occurs.
 - Always consider the welfare of the Club’s members.

- Be open to feedback from members and respond appropriately.
- Act as a positive role model with respect to good sporting behaviour.
- Refrain from smoking and excessive use of alcohol at the Club.
- Not drink alcohol during Committee meetings or attend meetings when intoxicated (defined as a blood alcohol concentration over 0.05 per cent).
- Adhere to all legislative requirements on the Club (Council, State and Federal).
- Respect the equipment and resources of the Club and only use these in Club related business.
- Not accept personal gifts, benefits or hospitality that could be perceived to influence decisions. Any gifts, benefits or hospitality should be placed on record.
- Always look for opportunities for improved performance of the Club operations and Committee functions.
- Always represent the Club in a professional manner.
- Not speak to the media about any aspect of the Club that could damage the Club or its reputation.