

**CONSTITUTION
OF
AUSTRALIAN TENNIS PROFESSIONAL COACHES
ASSOCIATION LIMITED**

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**CONSTITUTION
OF
AUSTRALIAN TENNIS PROFESSIONAL COACHES
ASSOCIATION LTD**

1. The name of the Company is “Australian Tennis Professional Coaches Association Ltd”.
2. The objects for which the ATPCA has been established are:
 - a) To administer or co-operate in administering tennis professional coaching qualifications and professional playing of tennis in Australia and elsewhere;
 - b) To uphold high standards in the teaching or development of tennis as the Company will from time to time consider necessary for or incidental to this paragraph;
 - c) To establish and combine amateur and professional tennis coaches, and physical education teachers for the purpose of upgrading and standardising the methods used in coaching and care of pupils and tennis players;
 - d) To examine the experience and proficiency of tennis coaches, tennis players and teachers of all forms of physical education who become members of the Company and to issue licences, certificates;
 - e) To promote appropriate health and safety protective techniques and methods for prevention or minimising of bodily hazards and injury resulting from improper guidance, tuition or control within tennis coaching, tennis playing and sports activities in all their forms and to examine the experience and medical and safety proficiency of members of the Company;
 - f) To provide Governmental bodies, schools, councils, colleges, churches, recreation groups and other institutions and organisations with qualified tennis coaches, and to similarly provide equipment, teaching aids and materials;
 - g) To seek co-operation and assistance from consultants in biomechanics of sport, first aid, sports psychology, physiology, health, fitness, recreation and sport for the advancement of the education and attainments of members of the Company;

- h) To seek affiliation with and co-operation from the appropriate Governmental, sporting, recreational and educational bodies, authorities, associations and organisations for the advancement, protection, employment, promotion and updating of members of the Company who have been approved in proficiency and members who are attaining proficiency;
- i) To publish general information and educational material related directly or indirectly to tennis coaching, tennis playing, physical education, recreation, sports activities and sports medicine for the benefit of members of the Company;
- j) To invite interested tennis players, participants and students of all forms of physical education, recreation and sports to become members of the Company for the purpose of their self-education;
- k) To encourage active participation in all forms of tennis playing, tennis coaching, physical education, recreation and sports within Australia.
- l) To promote, organise and conduct a training programme to provide a course of instruction related to tennis or physical educational or recreational activity for members of the Company or the public;
- m) To buy, hire, lease;
 - i. To grant and accept options over;
 - ii. To sell, let on hire, let on lease, mortgage or otherwise dispose of any real or personal rights and privileges of the Company;
 - iii. To invest any monies of the Company not immediately required upon such securities and in such manner as may be deemed fit from time to time;
- n) To make, draw, give and accept, endorse discount cheques, promissory notes and other negotiable instruments;
- o) To guarantee and/or indemnify the contracts and liabilities of others and to give security therefore;
- p) To erect, maintain, improve or alter any building or buildings for purposes of the Association;
- q) To give security over the Company's assets by mortgage or other charge for any payment, liability or indebtedness of the Company;
- r) To receive money on deposit;

- s) To grant pensions, retiring allowances, superannuation benefits, long service leave and general benefits to employees (past and present) of the Company by:
 - i. grants of money, insurance or other aid to them and their dependants and connections;
 - ii. establishing and/or subsidising funds and trusts;
 - iii. and otherwise as considered appropriate
 - t) To indemnify any person or persons whether members of the Company or not who may incur or have incurred any personal liability for the benefit of the Company.
 - u) To establish support or aid in the establishment and support of associations, funds, trusts and conveniences calculated to benefit the members of the Company or the dependants or connections of such members and to make payments towards insurance for any purpose and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object.
 - v) To further, protect and represent the interest of members in their capacity as tennis coaches in connection with:
 - i. any agreement or dispute arising in connection with an employer/employee relationship;
 - ii. any agreement or dispute arising in connection with the engagement of a tennis coach by a third party;
 - iii. any form of industrial action;
 - iv. any form of workplace dispute, workplace agreement or award;
 - v. the wages, remuneration, terms or conditions of, or relevant to, employment or engagement or dismissal of tennis coaches whether as employees, contractors or in any other capacity;
 - vi. any form of discrimination against tennis coaches;
 - vii. the conduct or behaviour of any person, organisation, association, employer, Governmental body or corporation whether or not arising in connection with any agreement or understanding or dispute with such person, organisation, association, employer, Governmental body or corporation.
3. The income and property of the Company whensoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution; and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any Officer or servant of the Company, or to any Member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding the interest at the rate for the time being charged by bankers in Sydney for overdrawn accounts on money lent or reasonable and proper rent for premises demised or let by any Member to the Company

4. The Company is initially a company limited by guarantee and by shares and the initial capital of the Company is \$200.00 divided into 200 shares of \$1.00 each.
5. Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up during the time he or she is a member, or within one (1) year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before the time at which he or she ceases to be a member, and of the costs, charges and expenses of winding up the Company, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding one dollar (\$1.00).
6. If upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities, any property, the same will not be paid to or distributed amongst the members of the Company, but will be given or transferred to some other institution or institutions having objects similar to those of this Company and which will prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 3 hereof such institution or institutions to be determined by the members of the Company at or before the time of the dissolution of it and so far as effect cannot be given to the aforesaid provision then to some charitable objects.
7. The names and addresses and occupations of the initial subscribers to the initial Memorandum and Articles of Association are:
 - a. John Harry Imrie 21 Ryrie Avenue, Forestville Sales Representative
 - b. Alan Edward Kidd 30 Queens Parade, Burwood VIC Tennis Coach
 - c. John Reginald Champion 464 Mowbray Road Lane Cove School Teacher
 - d. Ernest James Cooper 553 Mowbray Road, Lane Cove Accountant
 - e. Donald George Champion 27 Birdwood Avenue Lane Cove Gymnasium Manager
8. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt and expenditure takes place and of property credits and liabilities of the Company and subject to any reasonable restrictions as to the time and manner of

inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors who shall report to the Members in accordance with the provisions of the Corporations Act.

9. In this Constitution: -

“Act” means the Corporations Act 2001 (Cth) including as amended from time to time;

“Annual General Meeting” means an annual meeting held by the Company in accordance with these Articles;

“Approved Publication” means any publication approved by the Board, from time to time, as the official publication for the Company, for the publication of news and notices to members by the Company;

“Board” means the Board of Directors of the Company established in accordance with this Constitution the Members of which are the Directors of the Company for the purposes of the Act and shall be the Board of Directors of the Company;

“Committee” means a Committee of the Company appointed by the Board in accordance with this Constitution;

“Constitution” means this Constitution and all supplementary substituted or amending Constitutions for the time being in force;

“Director” means any person appointed from time to time as Director on the Board of Directors of the Company and who are the Directors of the Company for the purposes of the Act;

“Fees” shall include all monies payable in respect of the membership payable by a person upon becoming a member of the company or other income secured by the Company as the result of activities lawfully and properly conducted by the terms of the Constitution;

“Financial Matters” means any matter or issue relating to the accounts, fees or financial viability of the Company or any other issue that the Board determines, in its sole discretion, is a Financial Matter;

“Financial Member” means a Member of the Company who shall not be in default for more than one month in the payment of any subscription payable by him or her in accordance with the Constitution of the Company;

“General Meetings” means a general meeting called by the Board from time to time in accordance with this Constitution;

“Member” except where the context indicates otherwise means a person or persons registered in the records of the Company as a Member of the Company;

“Officer” means any person appointed or elected from time to time to perform the duties of Secretary, Treasurer or Director;

‘President’ means the member elected from time to time in accordance with this Constitution as the President of the company.

“Regulations” means the Regulations of the Board from time to time in force;

“Seal” means the Common Seal of the Company;

“Secretary” means any person appointed to perform the duties of a secretary of the Company and is the secretary of the Company for the purposes of the Act;

“Treasurer” means any person appointed from time to time by the Board to perform the duties of the treasurer of the Company and is a Director of the Company for the purpose of the Act;

“Voting Members” means the members of the Company, who, under this Constitution, are entitled to receive notice of, attend and vote at General Meetings and who are the Members of the Company for the purposes of the Act.

Singular includes the plural and vice versa except where the context signifies otherwise.

Words implying the masculine include the feminine except where the context signifies otherwise.

Words implying person include the feminine except where the context signifies otherwise.

Words implying persons include corporation, companies and partnerships.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in the visible form.

Words or expressions contained in this Constitution shall be interpreted in accordance with the Act.

10. The Company is established for the purpose set out in the Constitution.

11. The Company shall not employ its funds in the provision of loans to Members or other forms of financial assistance where such employment is in contravention of the Act.

MEMBERSHIP

12. The number of Members with which the Company proposes to be registered is 1500 but the Board may from time to time register an increase of Members.

13. The Membership of the Company shall comprise:
 - a) The subscribers to the Constitution;
 - b) Such other persons as the Board shall admit to Membership in accordance with this Constitution.
14. Subject to the Constitution and to such regulation as may from time to time be passed by the Board any person may be admitted to Membership of the Company by the Board upon application for Membership being duly made in writing by such person and the Board being satisfied that he is a person of good standing and repute.
15. An application for Membership shall be in writing in such form as may from time to time be prescribed by the Board.
16. The Board may refuse any application for Membership without assigning any reason therefor.

REGISTER OF MEMBERS

17. A register of Members of the Company and of the address and any other relevant particulars shall be kept by the Company and a register of Members of the Company, and of the address and the registered prefix shall be kept by the Board. The register of Members shall be kept at the office of the Secretary of the Company; every register of Members be available to Members of the Company for inspection at all reasonable times; each Member shall notify the Secretary of any change of address.
18.
 - a. A Member shall cease to be a Member of the Company:
 - i. If he shall resign by notice in writing to the Company Secretary to that effect;
 - ii. If he shall die; PROVIDED THAT the estate of a deceased Member may by its personal representative if notice in writing to that effect shall be given by the personal representative to the Company Secretary;
 - iii. If he becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Act relating to mental health;
 - iv. If his annual subscription payable to the Company remains unpaid on the due date for payment;
 - v. If he shall wilfully refuse or neglect to comply with the Constitution or if he shall be guilty of any conduct which in the opinion of the Board is unbecoming or prejudicial to the interests of the Company and in any such case the Board passes a resolution for his expulsion.

- b. A resolution for the expulsion of a Member pursuant to sub-paragraph (a) (v) of this paragraph shall not be passed by the Board unless the Member has been given not less than seven (7) days notice in writing of the meeting at which the resolution for his expulsion is to be considered and of the intended resolution and of what is alleged against him. The Member shall be entitled to attend the meeting and before the passing of the resolution give orally or in writing any explanation he thinks fit. Any Member expelled by resolution of the Board may appeal against expulsion by notice in writing lodged with the Secretary within fourteen (14) days after receipt by him of notice of the passing of the resolution for expulsion. Upon receipt of the notice of appeal the Company shall call a General Meeting of the Company for the purpose of determining the appeal. If at the General Meeting a resolution for the repeal of the expulsion of the Member is not passed by a majority of two-thirds of those Members eligible to vote present and voting (whether in person or by proxy) the Member shall be expelled. If at the meeting for the expulsion of the member that expulsion be upheld then the member shall be expelled and his name removed from the Registry of Members of the Company.
19. A Member may at any time by giving notice in writing to the Secretary resign his Membership of the Company but shall continue to be liable for any annual subscription and all arrears due and unpaid at the date of his resignation and for all other moneys due by him to the Company and in addition for any sum not exceeding one dollar (\$1.00) for which he is liable as a Member of the Company under Clause 5 of the Constitution of the Company.

BOARD

20. The Board shall comprise of the Directors (elected annually) as hereinafter provided. The first Board of the Company shall be those persons who are referred to as the subscribers referred to in Clause 2(a) of the Company's Constitution at the date of the adoption of that Constitution of the Company.

APPOINTMENT OF DIRECTOR

21. Members of the Board shall be elected annually by the members of the Company at its Annual General Meeting or other duly constituted meeting or by the Board from time to time in its sole discretion provided that directors elected by the members shall have their office automatically vacated unless reaffirmed by the Directors at the first meeting of the Board held after their appointment.
22. All Directors shall be Members of the Company.
23. The numbers of Directors shall be not less than three (3).
24. Any person appointed as Director of the Company must retire as a Director of the Company at the of age seventy-five (75).
25. Subject to the Act a Director who retires or whose office is vacated pursuant to this Constitution shall be eligible for appointment to the Board.
26. The Company may by special resolution remove any Director at any time.

27. The office of a Member of the Board shall become vacant if the Member:
- a. ceases to be a Member of the Board by virtue of the Act;
 - b. becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - c. becomes prohibited from being a Director of a Company by reason of any order made under the Act;
 - d. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Act relating to mental health;
 - e. resigns his office by notice in writing to the Company;
 - f. for more than six (6) months is absent without permission of the Board from meetings of the Board held during that period;

PRESIDENT

28. Every year at the Annual General meeting the President shall retire but shall be eligible for re-appointment in accordance with this Constitution. The President shall be elected each year at the Annual General Meeting from the pool of Financial Members duly appointed as directors to the Board in accordance with Clause 21-29.
29. A Member so appointed shall hold office for a one (1) year term until the next Annual General Meeting but shall be eligible for re-election. No Member shall hold the office of President for more than three (3) years in succession but any Member who holds office for three (3) years in succession shall be eligible to be re-elected to office at the expiration of one (1) year of being out of office.
30. A Member so appointed shall for the duration of his term as President be a director by virtue of his office and such rights and privileges as the Voting Members in General Meetings shall from time to time prescribe.

POWERS AND DUTIES OF THE BOARD

31. The business of the Company shall be managed by the Board who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in General Meeting, subject nevertheless, to this Constitution and to the provisions of the Law.
32. The Board may exercise all the powers of the Company to borrow money 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 Company.

33. Without limiting this Constitution the Board shall:
- a. make such Regulations as it may from time to time think fit for regulating the Company's affairs and may from time to time amend the same by addition, deletion or variation, the Regulations shall be binding upon all Members of the Company
 - b. control all matters affecting the membership of the Company and in particular shall regulate admissions to memberships of the Company the conduct of Members and retirement or expulsion of Members;
 - c. have the control and management of the income and expenditure of the Company and shall have the appointment and removal of all its paid officers and servants and shall determine the salaries and other terms and duties on which such officers and servants shall hold their offices and determine what (if any) expenses shall be paid to Directors, Committeemen, officers and others in respect of their attendance at meetings or of their performance of duties of office.
 - d. act as a Court of Appeal in regard to all matters arising between any Members (as such) of the Company interest or between any Members of the Company or between the Company or any Member;
 - e. do any act, matter or thing calculated to promote the interests of the Company and of its Members in the interests of its objects;
 - f. impose fines and/or prescribe circumstances in which fines shall be payable and the method by which the amount of fine is to be determined;
 - g. appoint Committees and Sub-Committees;
 - h. delegate any of its powers from time to time as it may think fit;

PROCEEDINGS OF THE BOARD

34. The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
35. Subject to these regulations questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the Members of the Board shall for all purposes be deemed a determination of the Board. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
36. The Directors may conduct their meetings by telephone or other means of communication without a Director or Directors being in physical presence of another Director or other Directors.
37. The Board may at its discretion reimburse a Director in respect of any moneys expended by such Director for the purpose of attending a meeting of the Board.

38.
 - a. An annual meeting of the Board shall be held yearly at a time and place to be determined by the Chairman or failing him by the Secretary.
 - b. The time and place of any such other meeting shall be determined by the Board or failing it by the Chairman or failing him by the Secretary.
39. A meeting of the Board shall be convened by at least 28 days' notice in writing given to each Member of the Board.
40. A notice shall be deemed to have been duly given if addressed and posted or emailed to the Director's address recorded on the books of the Company or addressed and posted to the Director's last known address and any such notice shall be deemed to have been received by him on the date when in the ordinary course of post it should have been received at the place to which it is addressed.
41. The quorum for a meeting of the Board shall be three (3) Directors present, either in person or by Alternate Director pursuant to Article 25. If a quorum be not present within half an hour of the time arranged for the meeting the meeting shall be adjourned to such time and place at the Chairman if present or failing him a Director present shall determine.
42. The continuing Members of the Board may act notwithstanding any vacancy in the Board, 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 Board, the continuing Member or Members may act for the purpose of summoning a General Meeting of the Company, but for no other purpose.
43. The Chairman shall preside at every meeting of the Board, or if there is no Chairman or if at any meeting he is not present within ten (10) minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.
44. The Board may delegate any of its powers to Sub-Committees consisting of such Financial Member or Members of the Company as they think fit. Any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
45. A Sub-Committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman 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 Chairman of the meeting.
46. A Sub-Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.
47. All acts done by any meeting of the Board or of a Sub-Committee or by any person acting as a Member of the Board shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Member of the Board or person acting as aforesaid or that the Members of the Board 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 Board.

48. A resolution in writing signed by all the Members of the Board for the time being entitled to receive notice of a meeting of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Member of the Board.
49. Each year at the Annual General Meeting the Board shall, in accordance with this Constitution, elect from its Directors, the Chairman, a Secretary and will also either elect or co-opt a Treasurer. The office-bearers shall hold office until close of the next succeeding annual meeting.
50. A special meeting of the Board may be called at any time by the Chairman and a special meeting shall be called by him upon a written requisition signed by three Members of the Board. Notice convening such special meeting shall specify the business to be dealt with.

DIRECTORS' CONTRACTS

51.
 - a) The Directors, or any committee authorized by the Board, may from time to time appoint any Director to be the holder of any executive office on such terms and for such period as they may determine and, without prejudice to any claim for damages for breach of any contract entered into in any particular case, may at any time revoke or vary the terms of any such appointment
 - b) Subject to the Act, a Director appointed to hold employment or executive office with the Company shall be appointed on such terms as to remuneration (whether by salary, commission or otherwise) as may be determined by the Board or any committee authorized by the Board.
 - c) No Director shall be disqualified by his office and notwithstanding any rule of law or equity to the contrary from contracting with the Company nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be avoided; nor shall any Director be liable to account to the Company for any profit arising from or realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established provided that the nature of his interest must be declared by him or on his behalf in the manner and cases required by the Act. Failure to make and/or to record such disclosure as aforesaid shall not operate to avoid or render voidable any such contract, transaction or arrangement.
 - d) A Director may vote as a Director in respect of any contract or arrangement in which he is so interested as aforesaid shall be counted in a quorum may affix the seal and may otherwise act in respect of such contract or arrangement.
 - e) It shall be the duty of a Director who is in any way directly or indirectly interested in any contract or arrangement or proposed contract or arrangement with the Company to declare the nature of his interest at the meeting of the Board at which the contract or arrangement is first taken into consideration if his interest then exists or in any other case at the first meeting of the Board held after the acquisition of his interest; provided that a general notice by a Director that he is a Member of any specified corporation, firm or any other body whether incorporated or

unincorporated and is to be regarded as interested in any contract which may after the date of such notice be made with that corporation, firm or other body shall subject to the conditions set out in section 231 (5) of the Act be deemed to be a sufficient declaration of interest in relation to any contract so made; and provided further that a Director shall not be deemed to be interested or to have been at any time interested in any contract or arrangement or proposed contract or arrangement (i) relating to any loan to the Company - merely by reason of the fact that he has guaranteed or joined in guaranteeing the repayment of such loan or any part of such loan or (ii) made to or to be made with a corporation which under any provision of the Act is deemed to be related to the Company - merely by reason of his being a Director of that Corporation.

- f) It shall also be the duty of a Director who holds any office or possesses any property the holding of which office or the possession of which property might whether directly or indirectly create duties or interests in conflict with his duties or interests as a Director of the Company to declare at the first meeting of the Board held after he becomes a Director all the relevant facts as to the holding of the office or the possession of the property or (if he is already a Director) at the first meeting of the Board held after the relevant facts as to the holding of the office or the possession of the property came to his knowledge the fact of his holding such office or his possession of such property and the nature character and extent of the conflict.
- g) It shall be the duty of the Secretary to record in the minutes of the meeting any declarations made or notices given by a Director as aforesaid.
- h) Failure to make and/or to record such disclosures as aforesaid shall not operate to void or render voidable any such contract, transaction or arrangement.

GENERAL MEETINGS

- 52. The first General Meeting shall be held at such time, not being less than one (1) month nor more than three (3) months after the incorporation of the Company and at such place as the Board may determine.
- 53. An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act. All Meetings other than the Annual General Meetings, shall be called General Meetings.
- 54. A General Meeting of the Members of the Company may be convened at any time by the Chairman and shall be convened upon the direction of the Board or pursuant to a request made by three or more members. All business that is transacted at a General Meeting shall be deemed to be special business.
- 55. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice twenty eight (28) days notice at least (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) specifying the place the day and the hour of the meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.

PROCEEDINGS AT GENERAL MEETINGS

56. The business of an Annual General Meeting shall be:
- a. To receive and consider the profit and loss account and balance sheet and the reports of the Directors and of the Auditors and the statement of the Directors;
 - b. To fix the remuneration of the auditors.
 - c. To consider any other business that may be properly brought forward. All such other business shall be deemed to be special business and notice of any special business shall be given to Members in the notice convening the meeting at which the special business is to be considered and the notice shall set out the general nature of that business.
57. 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. Save as herein otherwise provided, three (3) Members present shall be a quorum. For the purpose of this Article "Member" includes a person attending as a proxy.
58. If within half an hour after the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of Members, shall be dissolved, 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 Board 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 (being not less than three (3)) shall be a quorum.
59. The Chairman shall preside at every General Meeting of the Company, or if there is no Chairman, or if he is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, then the Members present shall elect one of their number to be Chairman of the meeting.
60. The Chairman 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. 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. Save as aforesaid it shall not be necessary to give any notice of an adjournment for the business to be transacted at an adjourned meeting.
61. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
- a. by the Chairman; or
 - b. by at least three (3) Members present in person or by proxy.
62. Unless a poll is so demanded a declaration by a Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in

the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

63. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.
64. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
65. A Member may vote in person or by proxy or by attorney and on a show of hands every person present who is a Member or a representative of a Member shall have one vote and on a poll every Member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.
66. A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the Act relating to mental health may vote, whether on a show of hands or on a poll, by his committee or by his trustee or by such other person as properly has the management of his estate, and any such committee, trustee or other person may vote by proxy or attorney.
67. No Member shall be entitled to vote at any General Meeting if his annual subscription shall be more than one (1) month in arrears at the date of the meeting.
68. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. The signature of the appointer or his attorney shall be witnessed by a person other than the proxy. A proxy shall be a Member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote, as he thinks fit.
69. The instrument appointing a proxy may be in the following form or in a common or usual form.

I _____ of _____ being a
Member of _____
hereby appoint _____ of _____
or failing him _____ of _____

as my proxy to vote for me on my behalf at the (annual or general as the case may be) meeting of the
Company to be held on the day of and at any adjournment thereof.

My proxy is hereby authorized to vote *in favour of/* against the following resolutions:-

Signed this day _____ of _____

Note: In the event of the Member desiring to vote for or against any resolution he shall instruct his proxy accordingly, unless otherwise instructed, the proxy may vote as he thinks fit.

* Strike out whichever is not desired.

70. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting, not more than forty eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

71. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

DEFECTIVE APPOINTMENTS

72. All acts done by any meeting of the Board or by any Sub-Committee or any person acting in the name of and with the authority of the Board shall notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of the Board or Sub-Committee or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if the Board or Sub-Committee or person aforesaid had been duly qualified and appointed.

SECRETARIES

73. There shall be a Secretary of the Company who shall be appointed by the Board for such term and at such salary and upon such conditions as the Board may from time to time think fit. Subject to any agreement made to the contrary as a term of such appointment the Board shall have power at any time to revoke any such appointment and to make a fresh appointment.

TREASURER

74. Each year at the Annual General Meeting, the Board shall, in its sole discretion, either:

- a. elect a Treasurer from its members; or
- b. co-opt a person that the Board determines, in its sole discretion, has the necessary

75. A person co-opted to the Board in accordance with Article 82(b) does not have to be a member of the Company to be a Treasurer.

76. A person appointed as Treasurer that is a member shall by virtue of his office be a Director and shall have such rights and privileges as the Voting Members in General Meeting shall from time to time prescribe.
77. A person appointed as Treasurer that is not a Member of the Company shall, by virtue of the appointment be a Non-Member Director and shall not be entitled to vote at the meetings of the Board other than in decisions relating to Financial Matters.

BANKING ACCOUNT

78. The Board shall open a banking account in the name of "Australian Tennis Professionals Coaches Association Ltd" with one of the recognised banks.
79. The Company's banking account shall be operated in the name in which the said account is opened by such persons not being less than two as the Board may from time to time appoint for that purpose.
80. Every sum paid on behalf of the Company amounting to \$100.00 or upwards shall be paid from its bank account.

APPLICATION OF COMPANY'S PROPERTY AND INCOME

81. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in the Constitution provided that nothing herein shall prevent the payment in good faith of remuneration to any official or servant of the Company or to any Member of the Company or other person in return for any services actually rendered to the Company. In the event of the winding up of the Company the funds after the liabilities have been discharged shall be devoted to the promotion of objects similar to those of the Company and no Member shall be entitled to receive any part of such funds. Notwithstanding anything to the contrary all moneys or other property held by the Company at any time of such winding up shall constitute funds of the Company.

REVENUE

82. The Board shall collect all fees, fines and penalties from time to time payable by any Member.
83. The Board shall collect the annual subscriptions for Membership of the Company as determined by the Board from time to time.
84. Every Member of the Company shall pay to the Company an annual membership fee as may from time to time be prescribed.
85. The Board shall at the commencement of each financial year:-
- a) set aside out of revenue of the preceding year a reserve fund of not less than \$1,000.00 and

- b) budget for and set aside an amount contemplated to meet its expenditure for that year; and
- c) all surplus revenue then in hand shall be applied by the Company only for the objects of the Company. No portion of any such distribution shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members.

APPEALS

86. The Board's decision on all matters affecting the working of the Company's affairs shall be final without recourse to law.

SEAL

87. The Board shall provide for the safe custody of the Seal which shall only be used by the authority of the Board or of a Sub-Committee of Members of the Board authorized by the Board in that behalf, and every instrument to which the Seal is affixed shall be signed by a Member of the Board and shall be countersigned by the Secretary or by a second Member of the Board or by some other person appointed by the Board for the purpose.

ACCOUNTS

88. The Board shall cause proper accounting and records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Act provided, however, that the Board shall cause to be made out and laid before each Annual General Meeting a balance sheet and profit and loss account made up to date not more than five (5) months before the date of the meeting
89. The Board shall from time to time determine in accordance with Clause 7 of the Constitution at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of Members not being Members of the Board, and no Member (not being a Member of the Board) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or by Clause 7 of the Constitution or authorised by the Board or by the Company in General Meeting.

AUDIT

90. A properly qualified Auditor or Auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with Part 3.7 of the Act and Clause 7 of the Constitution.

NOTICES

91. A notice may be served by the Company upon any Member either personally or by email to the relevant email address of the Member as shown on the register or by sending it through the post in a prepaid letter envelope or wrapper addressed to such Member at his registered address. Any notice or other document to be served by the Company upon a Member shall be properly served if included in:
- a. any journal published by the Company; or
 - b. any other publication prescribed by the Board, from time to time, as the Approved
92. Publication for the Company and the journal or publication is served upon the Member by one of the means of service referred to in this paragraph.
93. In the case of a Member whose registered address is outside the country in which a notice is posted the notice shall be sent by airmail in an envelope bearing the requisite postage or by email.
94. Any notice sent by post shall be deemed to have been served on the day following that on which the letter envelope or wrapper containing the same is posted unless sent by airmail to an address outside the country in which it was posted in which case it shall be deemed to have been served on the seventh day following that on which the envelope containing it is posted. A notice sent by telex or telefax or email shall be deemed to have been received on the same day that it is sent.
95. In proving such service it shall be sufficient to prove that the letter envelope or wrapper containing the notice and bearing the requisite stamps was properly addressed and put into the post office. A certificate in writing signed by any manager secretary or other officer of the Constitution that the letter envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.
96. The signature to any notice to be given by the Company may be written or printed.
97. Where a given number of days' notice or notice extending over any other period is required to be given the day on which notice is deemed to be served and in the case of notice convening a meeting the day on which the meeting is to be held shall be excluded from the number of days or other period.
- 98.
- a. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:
 - i. Every Member except those Members who (having no registered address within Australia) have not supplied to the Company an address within Australia for the giving of notices to them; and
 - ii. the Auditor or Auditors for the time being of the Company.
 - b. No other person shall be entitled to receive notices of General Meetings.

WINDING UP

99. The provisions of Clause 6 of the Constitution relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in these regulations.

INDEMNITY

100. Every Member of the Board, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of his office which is incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence default breach of trust.

101.

a. Neither the Company nor any Director nor an Office Bearer of the Company nor any person acting under the authority of the Board shall be liable at the instance of a Member of the Company for any act or omission purporting to be done or omitted pursuant to the constitution and/or rules and regulations of the Company or pursuant to the regulations of any such Branch or purported to be done pursuant to an authority given by the Board or by any Committee.

i. Every person being a Member of the Company or an employee of any such Member shall be deemed to be authorised to inform the Board of any matter or thing within the knowledge of such person affecting the reputation of the Company in general or in relation to the activities of any Member or prospective Member and all information so given shall be deemed to have been given with the authority of all persons affected thereby and no claim or action in respect thereof shall be made or taken by such Member.

PROVIDED ALWAYS that the information so given shall have been given in good faith AND PROVIDED that the person so giving the information shall believe the same to be true in all respects that in giving it he was acting in the interests of the Company or of the Company.

ii. Evidence or information given in good faith by any person at an inquiry conducted by or with the authority of the Director shall be deemed to be privileged and to have given with the acquiescence of all Members affected thereby.

DIRECTORS' RIGHT TO INSPECT

102. Every Director shall have free access during normal office hours to the books papers accounts and all other records of the Company whether of the Company or Board or wherever the same may be kept.

AMENDMENT TO THE CONSTITUTION

103. This Constitution may be altered, rescinded or repealed and new Articles may be made in the manner prescribed by special resolution under s136 of the Act provided that the quorum at meetings held for this purpose shall be **three (3)** Members and, provided further that, the Constitution shall be altered, rescinded or repealed or new Articles made except by a three quarters majority of those present and voting at a General Meeting and including votes lodged by proxy.

SUBSCRIBERS

104. We the several persons whose names and addresses are subscribed hereto are desirous of being formed into a Company in pursuance of the Memorandum of Association.