

CORPORATIONS LAW

A COMPANY LIMITED BY GUARANTEE

CONSTITUTION OF MOTORCYCLING QUEENSLAND

1 NAME OF THE COMPANY

The name of the company is Motorcycling Queensland ("the Company" or "MQ").

2 OBJECTS OF THE COMPANY

The Company is the peak body for the administration of motorcycle sport in Queensland. The objects for which the Company is established and maintained are to:

- 2.1 conduct, encourage, promote, advance, control and administer motorcycle sport in and throughout Queensland in consultation with MA for the mutual and collective benefit the Company, MA, the Members and motorcycling;
- 2.2 recognise MA as the only Australian affiliate of the Federation Internationale Motorcyclisme ("FIM");
- 2.3 participate as a member of MA through and by which motorcycling in Australia is conducted, encouraged, promoted and administered;
- 2.4 ensure that all motorcycling in Queensland is carried on in a manner which secures and enhances the safety of participants, officials, spectators and the public and which allows the sport to be competitive and fair;
- 2.5 act in good faith and loyalty to ensure the maintenance and enhancement of the Company and motorcycling, its standards, quality and reputation, for the collective and mutual benefit of the Members and motorcycling;
- 2.6 at all times operate with, and promote, mutual trust and confidence between the Company, MA and the Members in pursuit of these Objects;
- 2.7 at all times to act on behalf of and in the interests of the Members and motorcycling;
- 2.8 promote the economic and sporting success, strength and stability of the Company, MA, each SCB and each Club and to act interdependently with each of these bodies in pursuit of these Objects;
- 2.9 apply the property and capacity of the Company towards the fulfilment and achievement of these Objects;
- 2.10 use and protect the Intellectual Property;
- 2.11 collect, distribute and publish information in connection with motorcycling in Queensland;
- 2.12 promote and regulate motorcycling events at a State level in Queensland;

- 2.13 strive for governmental, commercial and public recognition of the Company and motorcycling in Queensland.
- 2.14 secure uniformity in, and recognise such rules and standards as may be necessary for the management and control of motorcycling and related activities in Queensland;
- 2.15 develop, manage and control the sport of motorcycling in Queensland in accordance with and having regard to the rules and regulations of MA.
- 2.16 recognise any penalty imposed by MA or any other SCB;
- 2.17 pursue or develop such commercial arrangements as are appropriate to further these Objects;
- 2.18 act as arbiter on all matters referred to it and/or accepted by it pertaining to the conduct of motorcycling in Queensland, including disciplinary matters;
- 2.19 recognise and implement policies promulgated by MA including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and other matters as arise from time to time as issues to be addressed in motorcycling;
- 2.20 select and control teams and squads to represent Queensland or the Company;
- 2.21 represent the interests of Members and of motorcycling generally in any appropriate forum in Queensland;
- 2.22 have regard to the public interest in its operation.

3 POWERS OF THE COMPANY

- 3.1 The Company shall:
 - 3.1.1 do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits which these Objects are intended to achieve; and
 - 3.1.2 undertake and or do all things or activities which are necessary, incidental or conducive to the advancement of these Objects.
- 3.2 Solely for furthering the Objects set out above, and in addition to the rights, powers and privileges provided under Corporations Law, the Company has the legal capacity and powers of a natural person.
- 3.3 The Company shall develop Regulations in relation to the Manual of Motorcycle Sport issued by Motorcycling Australia, governing the conduct of the sport of motorcycling in Queensland, the schedule of fees, fines and other monetary matters, and any other regulations required for the good conduct of the Company. These Regulations will be consolidated and distributed to every affiliated club. It shall be the responsibility of each affiliated club and its members to make themselves aware of such rules.
- 3.4 Subject to this Constitution, the Company shall have the powers to do all such acts and things whether solely or in conjunction with any person or persons as may be considered incidental or conducive to the above objects or any of them.

4 APPLICATION OF INCOME

- 4.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 4.2 Except as prescribed in this Statement of Purposes:
- 4.2.1 no portion of the income or property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
- 4.2.2 no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Member who holds any office of the Company.
- 4.3 Nothing contained in clause 4.2 shall prevent payment in good faith of or to any Member for:
- 4.3.1 any services actually rendered to the Company whether as an employee or otherwise;
- 4.3.2 goods supplied to the Company in the ordinary and usual course of operation;
- 4.3.3 interest on money borrowed from any Member;
- 4.3.4 rent for premises demised or let by any Member to the Company;
- 4.3.5 any out-of-pocket expenses incurred by the Member on behalf of the Company; or
- 4.3.6 any other reason;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

5 LIABILITY OF MEMBERS

The liability of the Members of the Company is limited.

6 MEMBERS' CONTRIBUTIONS

Every Member of the Company undertakes to contribute to the assets of the Company in the event of it being wound up while a Member, or within 1 year after ceasing to be a Member for payment of the debts and liabilities of the Company contracted before the time at which he, she or it ceases to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding \$1.00.

7 DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members of the Company but shall be given or transferred to some body or bodies having purposes similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company by the Rules and which is also not carried on for profit and which is similarly exempt (or entitled to be exempt) from income tax. Such body or bodies to be determined by the Members of the Company at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Queensland or other Court as may have or acquire jurisdiction in the matter.

8 INTERPRETATION

8.1 Definitions

In these Rules unless the contrary intention appears:

“Club” means a body, Association or Institution formed for the purposes of participating in, or promoting motorcycling or related activities in Queensland and which is affiliated with the Company.

“Corporations Law” means the Corporations Act 2001.

“Council” means the body of Delegates convened for any General Meeting of the Company

“Delegate” means the person(s) appointed from time to time to act for and on behalf of a Club and to represent the Club at General Meetings of the Company.

“Directors” means the members of the Executive and includes up to two non-elected directors appointed in accordance with these Rules and also includes the General Manager who shall be a non-voting director.

“Executive” means the body consisting of the Directors

“Financial year” means the year ending 31 December in each year.

“General Manager” means the General Manager of the Company for the time being appointed under these Rules.

“General Meeting” means

- (a) the annual general meeting, or
- (b) any special general meeting, or
- (c) any other general meeting of the company.

“GCR” means the General Competition Rules of MA including all regulations made under them and appendices to them, as amended from time to time by MA.

“Individual Member” means a financial individual member or Life Member of a Club.

“Intellectual Property” means all rights or goodwill subsisting in copyright, business names, names, trade marks (or signs), logos, designs, patents or service marks (whether registered or registrable) relating to the Company or any event, competition or Motorcycling activity of or conducted, promoted or administered by the Company.

“Life Member” means an individual upon whom Life Membership of the Company has been conferred under these rules.

“MA” means Motorcycling Australia Limited.

“MA Council” means the council of MA.

“MA Rules” means the rules and regulations of MA.

“Member” means a member for the time being of the Company under Rule 11 of these Rules.

“President” means the President for the time being of the Company.

“Regulations” means any Regulations made by the Executive under Rule 34.

“**Seal**” means the common seal of the Company and includes any official seal of the Company.

“**Special Resolution**” means a resolution passed:

- (a) at a Special or Annual General Meeting of the Company of which 30 days notice, accompanied by notice of intention to propose the resolution as a special resolution, has been given to the Members in accordance with these Rules; and
- (b) by at least three quarters majority of those Members who, being entitled to vote, vote either by postal ballot or in person at the meeting but not both.

“**State**” means and includes a State or Territory of Australia.

“**State Controlling Body**” or “**SCB**” means an entity (including the Company) recognised by MA as the body administering Motorcycling in its particular State.

“**State Delegate**” means the person elected or appointed from time to time by the Company to act for and on behalf of the Company and to represent the Company at general meetings of MA.

8.2 Interpretation

In these Rules:

- 8.2.1 a reference to a function includes a reference to a power, authority and duty;
- 8.2.2 a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- 8.2.3 words importing the singular include the plural and vice versa;
- 8.2.4 words importing any gender include the other gender;
- 8.2.5 references to persons include corporations and bodies politic;
- 8.2.6 references to persons include the legal personal representatives, successors and permitted assigns of those persons;
- 8.2.7 a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- 8.2.8 a reference 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 a visible form, including messages sent by electronic mail.

8.3 Severance

If it is determined that a word, phrase, sentence or clause in these Rules is unenforceable, illegal or void then it must be severed and the other words, phrases, sentences or clauses in the Rules will remain valid.

8.4 Expression in Corporations Law

Except where the contrary intention appears, in these Rules an expression that deals with a matter under Corporations Law, has the same meaning as that provision of Corporations Law.

8.5 **Sole Purpose**

The Company is established solely for the Objects.

8.6 **Replaceable Rules**

The Replaceable Rules referred to in Corporations Law are displaced by these Rules.

9 **STATUS OF COMPANY**

9.1 **Recognition of Company**

The Company is recognised as the controlling body responsible for ensuring the efficient administration of motorcycle sport in Queensland and shall administer motorcycle sport in Queensland in accordance with the Objects, the objects of MA and the Corporations Law. Subject to compliance with these Rules and MA Rules the Company shall continue to be recognised as an SCB and a member of MA and shall administer motorcycle sport in Queensland.

9.2 **Compliance of Company**

The Company shall:

- 9.2.1 be or remain incorporated and shall act at all times with all requirements under the Corporations Law;
- 9.2.2 elect or appoint a Delegate to represent the Company on the MA Council
- 9.2.3 notify MA of its appointed Delegate and of any changes to its appointed Delegate from time to time.
- 9.2.4 ensure that the Objects and these Rules (either in whole or in such part as are applicable to the Company and is considered acceptable to MA Council) are generally in conformity with the MA Rules;
- 9.2.5 to the extent permitted or required by the Corporations Law and MA, ensure any amendments to, or substitution of, these Rules are generally in conformity with the MA Rules (at least to the extent provided in Rule 10.1);
- 9.2.6 apply its property and capacity solely in pursuit of the conduct, encouragement, promotion, advancement and administration of motorcycling in Queensland;
- 9.2.7 do all that is reasonably necessary to enable the Objects to be achieved;
- 9.2.8 act in good faith and loyalty to ensure the maintenance and enhancement of the Company, MA and motorcycling, its standards, quality and reputation for the collective and mutual benefit of the Members and motorcycling;
- 9.2.9 at all times operate with, and promote, mutual trust and confidence between the Company, MA and the Members in pursuit of the Objects;
- 9.2.10 at all times act on behalf of and in the interests of the Company, MA, the Members and motorcycling; and
- 9.2.11 abide by the MA Rules, to the extent required by those Rules.

9.3 Operation of Rules

The Company and the Members agree:

- 9.3.1 that they are bound by these Rules and MA Rules (including the GCR) and that these Rules and MA Rules operate to create uniformity in the way in which the Objects and motorcycle sport are to be conducted, promoted, encouraged and administered throughout Queensland and Australia;
- 9.3.2 to act in good faith and loyalty to each other, to MA and to each SCB to ensure the maintenance and enhancement of motorcycling, its standards, quality and reputation for the collective and mutual benefit of the Members and motorcycling;
- 9.3.3 not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of motorcycle sport and its maintenance and enhancement;
- 9.3.4 to make full and proper disclosure to each other of all matters of importance to the Company, MA, a Member and motorcycling;
- 9.3.5 not to acquire a private advantage at the expense of MA, the other SCBs or motorcycling;
- 9.3.6 to operate with mutual trust and confidence in pursuit of the Objects;
- 9.3.7 to promote the economic and sporting success of each other and to act interdependently with each other in pursuit of the Objects;
- 9.3.8 to maintain, in a form and with such details as are acceptable to MA, a register of all Members in Queensland;
- 9.3.9 to provide a copy of the register at a time and in a form acceptable to MA, and also provide regular updates of the register to MA.

9.4 Compliance of Clubs

Each Club acknowledges and agrees that it shall:

- 9.4.1 be or remain incorporated in Queensland;
- 9.4.2 nominate up to two Delegates annually at a general meeting of the Clubs to attend MQ General Meetings, and shall inform the Company of the details of those persons accordingly;
- 9.4.3 where required by the Company in any Financial Year, provide the Company with copies of its annual report and other associated documents immediately.
- 9.4.4 recognise the Company as the authority for motorcycle sport in Queensland and MA as the national authority for motorcycling; and
- 9.4.5 generally, have regard to the Objects, and in particular the purpose to encourage, conduct, promote, advance, control and administer motorcycling in and throughout Queensland, for the mutual and collective benefit of the Company, MA, the Members and motorcycling.

10 CONSTITUTION(S)

10.1 Constitution of the Company

10.1.1 The constituent documents of the Company shall clearly adopt the objects of MA and shall generally conform with the MA Rules with such variations as are necessary having regard to the Objects and the Corporations Law.

10.1.2 The Company shall take all steps to ensure these Rules are, and remain, in a form acceptable to the MA Council and shall ensure the Company's constituent documents are amended in conformity with future amendments made to the MA Rules, subject to any prohibition or inconsistency in the Corporations Law.

10.2 Constitution of Clubs

The constituent documents of each Club shall, at the earliest available opportunity, but within 2 years of the commencement of these Rules, recognise the Company as the authority for motorcycle sport in Queensland and MA as the national authority for motorcycling in Australia, and their respective objects.

10.3 Register

Each Club shall maintain, in a form and with such details as are acceptable to the Company, a register of all Individual Members of that Club. Each Club shall provide a copy of the register at a time and in a form acceptable to the Company, and shall provide the register to the Company annually at the time of affiliation and also upon request by the Company.

11 MEMBERS

11.1 Classes of Members

The Members shall consist of:

11.1.1 Clubs, which, subject to these Rules, may be represented by up to two Delegates who shall have the right to be present, debate and vote on behalf of the Club at General and Ordinary Meetings; and

11.1.2 Life Members, who have no right to debate or vote at General and Ordinary Meetings, unless that Life Member is also a Delegate; and

11.1.3 Individual Members, who have no right to debate or vote at General Meetings unless that Individual Member is also a Delegate; and

11.1.4 Associate Members, who shall have no right to debate or vote at General Meetings

11.2 Life Members

11.2.1 Each year the Executive will call for nominations from Clubs for persons to be considered for life membership. The Executive may recommend to the Annual General Meeting that one or more persons duly nominated and who have rendered distinguished service to motorcycling in Queensland, where such service is deemed to have assisted the advancement of motorcycling in Queensland, have life membership conferred on them.

11.2.2 A resolution of the Annual General Meeting to confer life membership on the recommendation of the Executive must be supported by at least three fourths of those members who, being entitled to vote, vote either by postal ballot or in person at the meeting, but not both.

11.2.3 Upon life membership being granted the person's details shall be entered upon a Register.

12 SUBSCRIPTIONS AND FEES

12.1 Company Fees

Fees payable by Members to the Company, the time for and manner of payment shall be as determined by the Executive.

12.2 Unpaid Fees

Any Member which or who has not paid all monies due and payable by that Member to MA and/or the Company shall (subject to MA or the Executive's discretion as applicable) have all rights under these Rules and the MA Rules suspended, including where applicable the right to vote at General Meetings and the right to appoint a Delegate, until such time as the monies are fully paid. Whilst suspended under this Rule the Member shall have no right to resign from the Company, and shall be dealt with in the Executive's discretion, which includes the right to expel, discipline or retain that Member as a Member, or to impose such other conditions or requirements as the Executive considers appropriate.

13 AFFILIATION

13.1 Clubs

13.1.1 To be eligible for membership, a Club must be trading as a not-for profit Company or Association and must be incorporated .

13.1.2 Any dispute or uncertainty as to the application of these Rules to an unincorporated Club shall be resolved by the Executive in its sole discretion.

13.2 Application for Affiliation and Renewal of Affiliation

An application for affiliation or renewal of affiliation by a Club ("applicant") must be:

13.2.1 in writing on the form prescribed by the Executive, from the applicant or its nominated representative and lodged with the Company; and

13.2.2 accompanied by a copy of the applicant's constitution, proof of current Incorporation and register of members; and

13.2.3 accompanied by the appropriate fee, and

13.2.4 accompanied by any other information reasonably required by the Executive; and

13.2.5 accompanied by details of the nominated Delegates, if known; and

13.2.6 an application for renewal of affiliation will only require a copy of the Club's constitution if that constitution has been amended in the previous twelve months.

13.2.7 Membership of the Company shall be deemed to commence upon acceptance of the application by the Council. The General Manager shall amend the Register accordingly as soon as practicable.

13.3 Discretion to Reject an Application

13.3.1 The Company may reject any application whether the applicant has complied with the requirements in this Rule or not, and shall not be required or compelled to provide any reason for such rejection.

13.3.2 If the Company rejects an application, it shall refund any fees forwarded with the application.

13.4 Deemed Membership

13.4.1 All clubs which are, prior to the approval of these Rules under Corporations Law, members of the Company shall be deemed Clubs, and thus Members of the Company from the time of approval of these Rules under Corporations Law.

13.4.2 Subject to these Rules all individual members who are, prior to the approval of these Rules under Corporations Law, members of the Company shall be deemed Individual Members of the Company from the time of approval of these Rules under Corporations Law.

14 REGISTER OF MEMBERS

14.1 General Manager to Keep Register

The General Manager shall keep and maintain a Register in which shall be entered (as a minimum):

14.1.1 the full name, address, class of membership and date of entry of the name of each Member; and

14.1.2 the full name the full name, address and date of entry of the name of each Director and Delegate.

14.1.3 Clubs and Life Members shall provide notice of any change and required details to the Company within 1 month of such change.

14.2 Inspection of Register

Having regard to confidentiality and Privacy law considerations, an extract of the Register may be available for inspection by Clubs at the General Manager's discretion, upon reasonable request.

14.3 Right of MA to Register

The Company shall provide a copy of the Register at a time and in a form acceptable to MA, and shall provide regular updates of the Register to MA. The Company agrees that MA may utilise the information contained in the Register and the Register itself to further the objects of MA, subject always to reasonable confidentiality and privacy law considerations.

15 EFFECT OF MEMBERSHIP

Members acknowledge and agree that they are entitled to all benefits, advantages, privileges and services of Company membership as conferred by these Rules, subject to compliance with the following:

- 15.1 these Rules constitute a contract between each of them and the Company and that they are bound by the Rules and the Regulations and in turn, the MA Rules;
- 15.2 they shall comply with and observe these Rules and the Regulations and the MA Rules and any determination, resolution or policy which may be made or passed by the Company;
- 15.3 by submitting to these Rules and the Regulations and the MA Rules they are subject to the jurisdiction of the Company and MA;
- 15.4 these Rules and the MA Rules are made in the pursuit of a common object, namely the mutual and collective benefit of MA, the Company, the Members and motorcycling;
- 15.5 these Rules and the Regulations and the MA Rules are necessary and reasonable for promoting the Objects and particularly the conduct, encouragement, promotion, advancement and protection of motorcycling.

16 DISCONTINUANCE OF MEMBERSHIP

16.1 Notice of Resignation

- 16.1.1 Any Individual Member who has paid all monies due and payable to the Company may resign from the Company by giving notice in writing to the Company of such intention to withdraw or resign and the Individual Member shall then cease to be a Member.
- 16.1.2 A Club having paid all arrears of subscriptions and fees payable by it to the Company (if any) may withdraw from membership by giving notice in writing of such withdrawal to the Company.
- 16.1.3 Where a Club ceases to be affiliated with the Company, the Individual Members of that Club also cease to be Members unless also an individual member of another Club.

16.2 Failure to Re-Affiliate

- 16.2.1 If a Club has not re-affiliated with the Company within 1 month of re-affiliation falling due, that Club's membership will be deemed to have lapsed from that time. The Register shall be amended to reflect any lapse of membership under this Rule as soon as practicable
- 16.2.2 If a Member other than a Club has not renewed their membership within one month of their membership falling due, that membership will be deemed to have lapsed from that time.

16.3 Member to Re-Apply

A Member whose membership has lapsed under Rule 16 must seek renewal or re-apply for membership in accordance with these Rules and may be re-admitted at the discretion of the Company.

16.4 **Forfeiture of Rights**

A Member which ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Company and its property including Intellectual Property. Any Company documents, records or other property in the possession, custody or control of that Member shall be returned to the Company immediately upon cessation of membership.

16.5 **Delegate Position Lapses**

The position of Delegate shall lapse immediately on cessation of membership of a Club.

16.6 **Membership may be Reinstated**

Membership which has been discontinued under this Rule may be reinstated at the discretion of the Executive, with such conditions as it deems appropriate.

16.7 **Refund of Membership Fees**

Membership fees or subscriptions paid by the discontinued Member for the relevant year shall be forfeited upon discontinuance.

17 **DISCIPLINE**

17.1 **Judiciary Committee**

The following matters may be referred for investigation or determination by a Judiciary Committee at the sole discretion of the Executive:

17.1.1 an allegation (in the opinion of the Executive not being vexatious, trifling or frivolous) by a complainant that a Member has:

17.1.1.1 breached, failed, refused or neglected to comply with a provision of these Rules, the Regulations, MA Rules or any other resolution or determination of the Executive, MA or duly authorised Executive; or

17.1.1.2 acted in a manner unbecoming of a Member, or prejudicial to the Objects and interests of the Company, MA and/or motorcycling; or

17.1.1.3 brought the Company, MA, any other SCB or motorcycling into disrepute;

17.2 where the Executive considers the matter of a serious enough nature, any appeal from an Individual Member who has received a penalty or an adverse finding in disciplinary proceedings conducted by a Club, provided that the Individual Member has first exhausted all avenues of appeal available under the constitution of the Club; and any such Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Company as set out in the Regulations.

17.3 The Executive will adopt Regulations in respect of Judiciary Committee and disciplinary proceedings. Such Regulations should reflect rule 16 of MA Rules but may be varied by the Company.

17.4 During investigatory or disciplinary proceedings under this, an individual Member under investigation or the subject of disciplinary proceedings pending, may continue to participate in motorcycle sport, pending the determination of the proceedings (including

any available appeal) unless the Executive decides such continued participation is inappropriate having regard to the matter at hand.

18 DELEGATES

18.1 Appointment of Delegates

Each Club may appoint up to two Delegates for such term as is deemed appropriate by the Club. A Delegate must be an Individual Member of an affiliated Club.

18.2 Delegate as Representative

Each Delegate shall represent their nominating Club only at General Meetings. No Delegate may represent more than one Club

18.3 Club to Advise

Each Club shall advise the General Manager in writing of any change to its appointed Delegate(s) prior to the commencement of any General Meeting.

19 ANNUAL GENERAL MEETING

19.1 The Annual General Meeting of the Company shall be held in accordance with the provisions of these rules and the Corporations Law and on a date and at a venue to be determined by the Executive.

19.2 General Meetings other than the Annual General Meeting shall be Special General Meetings or General Meetings and shall be held in accordance with these Rules.

20 NOTICE OF ANNUAL GENERAL MEETING

20.1 Notice of Annual General Meetings

20.1.1 Notice of every Annual General Meeting shall be given to every Club at the address appearing in the Register kept by the Company. The auditor, General Manager and Directors shall also be entitled to notice of every Annual General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of Annual General Meetings.

20.1.2 A notice of an Annual General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.

20.1.3 At least 30 days' notice of an Annual General Meeting shall be given to those Members entitled to receive notice, together with:

20.1.3.1 the agenda for the meeting;

20.1.3.2 any notice of motion received from Clubs;

20.1.3.3 all postal ballot papers.

20.2 Entitlement to attend Annual General Meeting

Notwithstanding any other Rule, no Member shall be represented at, or take part in an

Annual General Meeting, unless all monies then due and payable by the Member to the Company are paid.

21 BUSINESS

21.1 Business of Annual General Meetings

The business to be transacted at the Annual General Meeting shall be:

- 21.1.1 to receive the Minutes of the last Annual General Meeting,
- 21.1.2 to receive the Annual Report of MQ
- 21.1.3 to receive the Financial Accounts of MQ
- 21.1.4 to receive results of the postal ballot for all elected positions
- 21.1.5 to elect new Life Members from properly nominated candidates
- 21.1.6 to consider any recommendations for the advancement of the sport and pastime of motorcycling and the wellbeing of MQ
- 21.1.7 any other General Business in accordance with this Constitution, provided always that Notices of Motion, Nominations and Recommendations under this Rule must be received by the General Manager not less than 60 days prior to the Annual General Meeting, otherwise the same shall be excluded from the agenda.

21.2 Limit of Business at AGM

No business other than that stated on the notice of the AGM shall be transacted at an AGM.

21.3 Ballots

Any ballot required under Rule 21 shall be conducted as per Rule 29.2

22 SPECIAL GENERAL MEETINGS

22.1 Special General Meetings May be Held

- 22.1.1 The Executive may at any time convene a Special Meeting to discuss any urgent business that may arise. At least 21 days notice, stating the nature of the business, shall be given to all Clubs. Only the business for which the meeting has been called may be transacted at such meetings.
- 22.1.2 Where 15 months would lapse between Annual General Meetings, a Special General Meeting will be convened before the expiration of that period.

22.2 Requisition of Special General Meetings

- 22.2.1 The General Manager shall on the requisition in writing of four Clubs or the Delegates of four Clubs convene a Special General Meeting within 60 days.

- 22.2.2. The requisition for a Special General Meeting shall state the object(s) of the meeting and shall be signed by the Members making the requisition. Only the business for which the meeting has been called may be transacted at such meetings.

22.3 **Notice of Special General Meeting**

- 22.3.1 Notice of every Special General Meeting shall be given to every Club at the address appearing in the Register kept by the Company. The auditor, General Manager and Directors shall also be entitled to notice of the Special General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of Special General Meetings.
- 22.3.2 A notice of a Special General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- 22.3.3 At least 14 days' notice of a Special General Meeting shall be given to those Members entitled to receive notice, together with:
- 22.3.3.1 the agenda for the meeting;
 - 22.3.3.2 any notice of motion;
 - 22.3.3.3 all postal ballot papers;

22.4 **Ballots**

Any ballot required under Rule 22 shall be conducted as per Rule 29.2

23 **PROCEEDINGS AT GENERAL MEETINGS**

23.1 **Frequency**

A General Meeting of the Council must be held at least once every two months. A General Meeting or a meeting of the Executive shall fix the date of the next general meeting.

23.2 **Quorum**

- 23.2.1 No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Company shall be 15 Delegates.
- 23.2.2 For postal ballots, a minimum of 15 ballots must be received for the ballot to be valid.

23.3 **President to Preside**

The President shall, subject to these Rules, preside as Chairman at every General Meeting of the Company. If the President is not present, or is unwilling or unable to preside the Senior Vice-President or the Junior Vice President in that order shall, subject to these Rules, preside as Chairman in his place for that meeting only. If the Vice Presidents are not present, or are unwilling or unable to preside, the Delegates present shall appoint 1 of their number to preside as Chairman for that meeting only.

23.4 **Adjournment of Meeting**

- 23.4.1 If within half an hour from the time appointed for the General Meeting, a quorum is not present the meeting shall be adjourned to such other day and at such other time and place as the Chairman may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the

meeting, the meeting will lapse.

23.4.2 The Chairman may, with the consent of any General 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.

23.4.3 When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

23.4.4 Except as provided in Rule 23.4.3 it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

23.5 **Voting Procedure, other than for Elections, Special Resolutions and Notice of motion at Annual and Special General Meeting.**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is demanded by the Chairman or by at least three Delegates. A secret ballot must be taken when and in the manner the Chairman directs.

23.6 **Recording of Determinations**

A declaration by the Chairman that a resolution has on a show of hands or a secret ballot been carried 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 with or without proof of the number of the votes recorded in favour of or against the resolution. At its next meeting, the Chairman shall sign the original minutes as verification of approval by Council.

24 **VOTING AT GENERAL MEETINGS**

24.1 **Clubs Entitled to Vote**

Each Club shall have up to two votes at General Meetings which, subject to these rules, shall be exercised by its Delegates. No other Member shall be entitled to vote. The General Manager shall have the right to attend and debate, but not vote, at General Meetings.

24.2 **President May Exercise Casting Vote**

Where voting at General Meetings is equal the President may exercise a casting vote except:

24.2.1 in relation to any election for which the President is a nominee; or

24.2.2 where a conflict of interest exists.

If voting is equal and the President is unable to exercise a casting vote under this Rule, the status quo remains.

24.3 **President Shall Have No Deliberate Vote**

The President shall have no deliberate vote. In the absence of the President a Chairman shall be entitled to a deliberative vote, and if the voting is equal, may also have a casting vote unless there is a conflict of interest.

25 **PROXY VOTING**

Proxy voting shall not be permitted at any meeting.

26 **EXISTING DIRECTORS**

26.1 The members of the Executive of the Company in place immediately prior to approval of these Rules under Corporations Law shall continue in those positions until the next Annual General Meeting following such approval, and thereafter the positions of the President and other Directors shall be filled, vacated and otherwise dealt with in accordance with these Rules.

26.2 The General Manager of the Company immediately prior to approval of these Rules under Corporations Law shall continue in that position following such approval, subject to contractual arrangements.

27 **MANAGEMENT**

27.1 Subject to Corporations Law and these Rules, the business of the Company shall be managed, and the powers of the Company shall be exercised, by the Executive

27.2 The Council may make, vary, add to and rescind such Regulations as may from time to time be considered by the Council desirable.

27.3 A Regulation, in order to be valid and binding upon the Members of MQ, shall require a majority of at least two-thirds of the Council present.

27.4 The Council shall interfere in no way in the domestic affairs of a Club.

27.5 The Executive shall act in accord with the Policy and Regulations established by Council

28 **COMPOSITION OF THE EXECUTIVE**

28.1 **Composition of the Executive**

The Executive shall comprise:

28.1.1 the President; and

28.1.2 a Senior Vice-President, and

28.1.3 a Junior Vice-President, and

28.1.4 four other Directors,
who must all be Individual Members and who shall be elected under Rule 29, and

28.1.5 the General Manager who shall be a non-voting member.

28.1.6 The President must be a Delegate of a Club prior to seeking election, however , once elected ceases to be the Delegate of that Club and becomes the independent President of MQ. The Club shall then have the right to nominate another Delegate to Council. A standing President shall be able to re-contest election for the position of President.

28.1.7 The President shall not hold any Executive office of any Club.

28.2 **Portfolios**

If the Executive considers it appropriate, in order to further the Objects, it may allocate Directors to specific portfolios, with specific responsibilities, as determined in the discretion of the Executive.

28.3 **Right to Co-Opt**

The Executive shall have the right to co-opt any person with appropriate experience or expertise to assist the Executive in respect of such matters and on such terms as the Executive thinks fit. Any person so co-opted shall not be a Director, and shall not exercise the rights of a Director, but shall act in an advisory role only.

28.4 **Appointment of State Delegate**

The President of MQ shall be the State Delegate to MA. In the event that the President is unable or declines to fulfil this role then the Executive shall, from amongst its members appoint a State Delegate to attend meetings of the MA Council and general meetings of MA.

29 **ELECTION OF DIRECTORS**

29.1 **Nominations of Candidates**

Nominations of candidates for election as Directors (including the President and Vice-Presidents) shall be

29.1.1 made in writing, signed by a Club Secretary and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and

29.1.2 delivered to the Company not less than 60 days before the date fixed for the holding of the Annual General Meeting.

29.1.3 If insufficient nominations are received to fill all available vacancies on the Executive the candidates nominated shall be deemed to be elected and further nominations shall be received at the Annual General Meeting.

29.1.4 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

29.1.5 If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Executive.

29.2 **Voting procedures**

The elections shall be by preferential ballot and shall be by secret ballot on papers prepared by the General Manager. Elections shall be by Postal Vote only with one vote per Club. Ballot papers will be circulated to all Clubs at least 30 days before the ballot closes. Notices of Motion and Special Resolutions at AGMs and SGMs will also utilise this postal ballot procedure.

29.3 **Term of Office of Directors**

The Directors shall be elected in accordance with these rules and subject to these rules, shall hold office for two years from the conclusion of the Annual General Meeting at which they were elected until the conclusion of the Annual General Meeting at which their term expires. Directors may be re-elected.

29.4 **Transition Provisions**

In even numbered years (eg 2010), elections will be held for the positions of President, Junior Vice President and two Directors.

In odd numbered years (eg 2009), elections will be held for the positions of Senior Vice President and two Directors.

Of the four directors elected at the 2008 AGM, the term of the two Directors with the highest number of votes will expire in 2010. The term of the two directors elected with the least number of votes will expire in 2009.

30 VACANCIES OF DIRECTORS

30.1 Grounds for Termination of Office of Director

In addition to the circumstances in which the office of a Director becomes vacant by virtue of Corporations Law, the office of a Director becomes vacant if the Director:

- 30.1.1 dies;
- 30.1.2 becomes bankrupt;
- 30.1.3 becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- 30.1.4 resigns his office in writing to the Company;
- 30.1.5 is absent without the consent of the Executive from meetings of the Executive held during a period of 3 months;
- 30.1.6 without the prior consent or later ratification of the Members in General or Ordinary Meetings, holds any office of profit under the Company;
- 30.1.7 is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest;
- 30.1.8 has been expelled or suspended from membership (without further recourse under these Rules or the MA Rules);
- 30.1.9 is removed from office in accordance with these Rules; or
- 30.1.10 would otherwise be prohibited from being a director of a corporation under the *Corporations Law*.

30.2 Removal of a Director

If a documented and signed complaint is made, and in the opinion of the Council, the complaint is not vexatious, trifling or frivolous, that a Director:

- 30.1.1 has acted in a manner unbecoming or prejudicial to the objects and interests of the Company and/or motorcycling;
- 30.1.2 has brought the Company, any Club or motorcycling into disrepute; or
- 30.1.3 is otherwise unsuitable or unable to carry on his office and should be removed from office, the Council shall direct the Executive to:
 - 30.1.3.1 call an Executive meeting at such time and place as is determined appropriate; and
 - 30.2.3.2 give at least 14 days notice to the relevant Director of the meeting, together with a copy of the complaint, and inviting the Director to appear at the meeting and make submissions no less than 7 days prior

to the meeting. At the Executive meeting called for this purpose, the Executive shall give the Director an opportunity to be heard, and ensure there is sufficient time devoted to reviewing any submissions made by the Director. The Executive shall vote on the proposed removal, having first taken into account the submissions and representations of the Director. The Director shall be entitled to remain in office if such a resolution fails. The Executive's decision shall be final.

30.2 Remaining Directors May Act

In the event of a casual vacancy or vacancies in the office of a Director, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at an Executive meeting, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

30.3 Casual Vacancy

In the event of a casual vacancy in the office of any Director, the Executive may appoint an Individual Member to the vacant office and the person so appointed may continue in office up to the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired.

31 MEETINGS OF THE EXECUTIVE

31.1 Executive to Meet

The Executive shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under Corporations Law) and subject to these Rules may adjourn and otherwise regulate its meetings as it thinks fit. The President or 3 Directors may at any time requisition a meeting, and the General Manager shall on this requisition, convene a meeting of the Executive within reasonable time and give written notice of the meeting to all directors.

31.1 Decisions of Executive

Subject to these Rules, questions arising at any meeting of the Executive shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Executive. All Directors shall have 1 vote on any question. The Chairman shall have a casting vote where voting is equal.

31.2 Resolutions not in Meeting

31.2.1 A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by 1 or more of the Directors.

31.2.2 Without limiting the power of the Executive to regulate their meetings as they think fit, a meeting of Executive may be held where 1 or more of the Directors is not physically present at the meeting, provided that:

31.3.2.1 all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by

means of telephone or other form of communication;

- 31.3.2.2 notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive or these Rules and such notice specifies that Directors are not required to be present in person;
- 31.3.2.3 in the event that a failure in communications prevents condition 31.3.2.1 from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until condition 31.3.2.1 is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
- 31.3.2.4 any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the Chairman of the meeting is located.

31.3 Quorum

At meetings of the Executive the number of Directors whose presence is required to constitute a quorum is four (4).

31.4 Conflict of Interest

A Director shall declare his interest in any contractual, selection and appointments, disciplinary or other matter in which a conflict of interest arises or may arise, and shall absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. In the event of an uncertainty as to whether it is necessary for a Director to absent himself from discussion or refrain from voting, the issue should be immediately determined by vote of the Executive, or if this is not possible, the matter shall be adjourned or deferred.

32 General Manager

32.1 Appointment of General Manager

The General Manager shall be appointed by the Executive for such term and on such conditions as it thinks fit.

32.1 General Manager to Act as Secretary

The General Manager shall act as and carry out the duties of Secretary and Public Officer of the Company and shall administer and manage the Company in accordance with these Rules.

32.2 Specific Duties

The General Manager shall:

- (a) as far as practicable attend all Executive meetings and all General Meetings of the Company;

- (b) prepare the agenda for all Executive meetings and General Meetings of the Company;
- (c) record and prepare minutes of the proceedings of all meetings of the Executive and the Company, and shall use his best endeavours to distribute those minutes to Clubs promptly from the date of the meeting;
- (d) regularly report on the activities of, and issues relating to, the Company.

32.3 **Broad Power to Manage**

Subject to Corporations Law, these Rules, the Regulations and any policy directive of the Executive, the General Manager has power to perform all such things as appear necessary or desirable for the proper management and administration of the Company. No resolution passed by the Company in General Meeting shall invalidate any prior act of the General Manager or the Executive which would have been valid if that resolution had not been passed.

32.4 **General Manager may Employ**

The General Manager may in consultation with the Executive, employ such personnel as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the General Manager and the Executive determines.

32.6 **Club Management**

The General Manager shall not hold any Executive office of any Club

33 **DELEGATIONS**

33.1 **Executive may Delegate Functions**

The Executive may by instrument in writing create or establish or appoint from amongst its own members, Delegates, Individual Members, or otherwise, sub-executives, individual officers or consultants to carry out such duties and functions, and with such powers, as the Executive determines.

33.2 **Delegation by Instrument**

The Executive may in the establishing instrument delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Executive or the General Manager by Corporations Law or any other law, or these Rules or by resolution of the Company in General Meeting.

33.3 **Delegated Function Exercised in Accordance With Terms**

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

33.4 **Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to these Rules and

with any necessary or incidental amendment, be the same as that applicable to meetings of the Executive under Rule 31 above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Company with details of all material decisions and shall provide any other reports, minutes and information as the Company may require from time to time.

33.5 **Delegation may be Conditional**

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

33.6 **Revocation of Delegation**

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

34 **REGULATIONS**

34.1 **Council to Formulate Regulations**

The Council may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Company, the advancement of the Objects and motorcycling in Queensland as it thinks necessary or desirable. Such Regulations must be consistent with the Rules of the Company, the MA Rules and any policy directives of the Council.

34.1 **Regulations Binding**

All Regulations made under this Rule shall be binding on the Company and Members.

34.2 **Regulations Deemed Applicable**

All rules, by-laws and regulations of the Company in force at the date of the approval of these Rules under Corporations Law insofar as such rules and regulations are not inconsistent with, or have been replaced by these Rules, shall be deemed to be Regulations under this Rule.

34.3 **Notices Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members of the Company by means of notices approved by Executive and prepared and issued by the General Manager. The Clubs shall take reasonable steps to distribute information in the notices to Individual Members. Notices are binding upon all Members.

35 **RECORDS AND ACCOUNTS**

35.1 **General Manager to Keep Records**

The General Manager shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Company and the Executive and shall produce these as appropriate at each Executive or General Meeting.

35.1 **Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with Corporations Law. The books of account shall be kept in the care and control of the General Manager.

35.2 Company to Retain Records

The Company shall retain such records for 7 years after the completion of the transactions or operations to which they relate.

35.3 Executive to Submit Accounts

The Executive shall submit to the Members at the Annual General Meeting the Statements of Account of the Company in accordance with these Rules and Corporations Law.

35.4 Accounts Conclusive

The Statements of Account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within 3 months after such approval or adoption.

35.5 Accounts to be Sent to Members

The General Manager shall cause to be sent to all persons entitled to receive notice of Annual General Meetings of the Company in accordance with these Rules, a copy of the Statements of Account, the Executive's report, the auditor's report and every other document required under Corporations Law (if any).

35.6 Inspection of Accounts

Subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with these Rules the Accounts shall be open to inspection by Clubs.

35.7 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the General Manager and any one duly authorised Director or any 2 duly authorised Directors or in such other manner as the Executive determines.

36 AUDITOR

36.1 A properly qualified auditor or auditors shall be appointed by the Company in General Meeting. The auditor's duties shall be regulated in accordance with Corporations Law, or if no relevant provisions exist under Corporations Law, in accordance with the *Corporations Law* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Company in General Meeting.

36.1 The accounts of the Company shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

37 NOTICE**37.1 Manner of Notice**

37.1.1 Notices may be given by the General Manager to any person entitled under these Rules to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address, or in the case of a

Delegate, to the last notified address, facsimile number or electronic mail address.

37.1.2 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected 2 days after posting.

37.1.3 Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

37.1.4 Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

37.2 **Notice of General Meeting**

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

38 **SEAL**

38.1 **Safe Custody of Seal**

The General Manager shall provide for safe custody of the Seal.

38.2 **Affixing Seal**

The Seal shall only be used by the General Manager or a Director authorised by the Executive and every document to which the seal is affixed shall be signed by the General Manager or a Director authorised by the Executive.

39 **PATRONS**

The Company, at any General Meeting, may appoint on the recommendation of the Executive such number of Patrons as it considers necessary, subject to approval of that person or persons.

40 **ALTERATION OF STATEMENT OF PURPOSES AND RULES**

40.1 These Rules and the Statement of Purposes of the Company shall not be altered except by Special Resolution in accordance with Corporations Law, and in compliance with all other procedures under Corporations Law (if any) and these Rules.

40.2 In addition, there shall be no alteration or amendment to Rules 42 or 43 without the consent of an authorised person under Corporations Law.

41 **INDEMNITY**

41.1 **Directors to be Indemnified**

Every Director, officer, manager, employee or agent of the Company shall be indemnified out of the property or assets of the Company against any liability incurred by him in his capacity as Director, officer, auditor or agent 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 in relation to any such proceedings in which relief is, under Corporations Law, granted to him by the Court.

41.2 Company to Indemnify Directors

The Company shall indemnify its Directors, officers, managers and employees against all damages and costs (including legal costs) for which any such Director, officer, manager or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- 41.2.1 in the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Company; and
- 41.2.2 in the case of an employee, performed or made in the course of, and within the scope of his employment by the Company.

42 DISSOLUTION

- 42.1 Subject to Rule 42.2, the Company may be wound up in accordance with the provisions of Corporations Law.
- 42.2 The provisions of Rules 6 and 7 of this Constitution relating to the winding up and dissolution of the Company shall take effect and be observed as if the same were repeated in these Rules.

43 AUTHORITY TO TRADE

The Company is authorised to trade in accordance with Corporations Law.