

# Greenbank Consolidated Limited Constitution

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# **GREENBANK CONSOLIDATED LIMITED**

## **CONSTITUTION**

### **1. NAME**

The Company shall be known as Greenbank Consolidated Limited, hereinafter referred to as 'The Company'.

### **2. INTERPRETATION**

- (a) 'Act' means *Corporations Act 2001* (Cth).
- (b) 'The Annual General Meeting' means the general meeting held each year as required by the Constitution.
- (c) 'Board' means the Board of Directors.
- (d) 'The Board of Directors' means the Members for the time being constituted as provided for in the Constitution.
- (e) 'Board Member' means a director who is a member of the Board.
- (f) 'The By-Laws' means the By-Laws of the Company for the time being in force.
- (g) "Club" means Greenbank RSL Services Club Inc
- (h) 'The Company' means Greenbank Consolidated Limited.
- (i) 'Executive' means the Chairman, the Vice-Chairman, and Board Secretary/Treasurer.
- (j) 'Financial Year' means the financial year of the Company pursuant to clause 34.
- (k) 'Management/Management Group' shall refer to the Senior Management personnel employed by the Company to oversee the general operation and management of the Company business or businesses. The individual persons within this category shall be identified and endorsed by the Board from time to time.
- (l) 'Member' means a person who has been duly accepted as such by the Board in accordance with the Constitution and who has paid the Company all current fees, subscriptions, charges and other fees.
- (m) 'Notice Board' means the board or boards provided in the Club house on which notices for the information of members are posted.
- (n) 'Regulations' or 'Rule' means any advice, direction or instruction not being a By-Law, issued by the Board under the provisions of the Constitution or the By-Laws for the guidance of Members and others.

- (o) 'Replaceable Rules' means the replaceable rules as set out in the Act.
- (p) 'Sub-Branch' means The Returned And Services League Of Australia (Queensland Branch) Greenbank Sub-Branch Inc ABN 55 023 122 445.
- (q) 'Voting Members' means members entitled to vote.
- (r) Words importing the singular number shall include the plural number where context so requires or permits.
- (s) Words importing to the masculine gender shall include the feminine gender where context requires or permits.

### **3. THE GUARANTEE**

Each Member undertakes to contribute to the Company's property if the Company is wound up while he, she or it is a member or within 1 year after he, she or it ceases to be a member, for payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member and of the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amounts as may be required not exceeding \$1.00.

### **4. OBJECTS**

- (a) To provide and maintain the Company premises and facilities for Members and their guests.
- (b) To preserve the memory of those who served Australia and her Allies in any war or wars. The Ode of Remembrance to be observed at 1800 hours or at the discretion of the Board. This procedure to be observed on each day the Company is open.
- (c) To make available meeting and office facilities for the Sub-Branch and to provide:
  - (i) administrative support through dedicated Company staff;
  - (ii) bookkeeping support to the Sub-Branch Treasurer through the Company's Chief Financial Officer;
  - (iii) assistance in the typing of major submissions;
- (d) To establish and maintain recreational and social facilities and other amenities for the benefit, social comfort, and advancement of its Members and their guests and to promote good fellowship amongst them.
- (e) To affiliate with any other body possessing like aims and objects upon such terms and conditions as may be mutually agreed.
- (f) To do all such other lawful acts and things as are incidental and conducive to the attainment of any of the objects of the Company.

## **5. POWERS**

The Company may, in any manner permitted by the Act:

- (a) exercise any power;
- (b) take any action; or
- (c) engage in any conduct or procedure;

which under the Act a company limited by guarantee may exercise, take, or engage in if authorised by its Constitution.

## **6. CLASSES OF MEMBERSHIP**

The membership of the Company shall consist of the following classes of membership: -

- (a) Service
- (b) Associate
- (c) Social
- (d) Life
- (e) Bona Fide Visitors
- (f) Corporate

who shall be of good repute and character, compatible with other members and who subscribe to the objects of the Company.

### **(a) Service Members**

The following persons shall be Service Members of the Company: -

- (i) Financial Service Members of the Sub-Branch;
- (ii) Life Subscribers of the Sub-Branch.
- (iii) Life Members of the Sub-Branch.

### **(b) Associate Members**

The following persons shall be of the full age of eighteen years and being of good character and repute, may be admitted as Associate Members of the Company: -

- (i) a spouse, father, mother, son, daughter, brother, sister, grandson, granddaughter, grandfather or grandmother of a serviceman or servicewoman, ex-serviceman or ex-servicewoman (whether living or deceased), who is, or would have been eligible to be a member of the Returned and Services League of Australia.

- (ii) serving members or ex-service personnel of the Australian Defence Force or its allies who do not wish to avail themselves to the services of the Sub-Branch.

**(c) Social Members**

Social Membership of the Company may be given to persons who: -

- (i) have attained the age of eighteen years
- (ii) are of good character and repute
- (iii) are not eligible to become Service or Associate Members; and
- (iv) subscribe to the objects of the Company.

Social Members shall be ineligible to vote or hold office, but in other respects shall have the rights, privileges, duties and responsibilities of other Members.

**(d) Life Members**

On the recommendation of the Board, Life Membership (exempt from subscriptions and any other fees) may, by resolution passed at a General Meeting, be granted to any person having been a member for five continuous years at least, of the Company and/or the Club, and who has rendered special service to the Company or the Club. Notice of intention to move such a resolution shall be given with the notice of the General Meeting. Any such resolution shall be deemed to have been defeated unless two thirds of the members present and voting at the meeting shall vote in favour of it. Life Members shall be entitled to the same privileges and shall be bound by the constitution and by-laws of the Company in the same manner as the class of membership to which the Life Member was formerly designated.

Life Members of the Club shall upon incorporation of the Company become Life Members of the Company.

**(e) Bona Fide Visitors**

The following may be admitted to the Company as Bona Fide visitors: Guests of Members in the Members' company: Overseas or Interstate visitors, for a period of one day at a time only;

- (i) Intrastate visitors whose principle place of residence is located outside the distance boundaries as specified by legislation, for a period of one day at a time only;
- (ii) Members of other Clubs and their guests in the company of the Member (at a limit of two guests per Member) provided that the appropriate reciprocal rights are in force with those Clubs, for a period of one day at a time only;
- (iii) Persons who have made application for membership who have also paid the prescribed application fee, during the period they are awaiting a decision from the Board, for a period not exceeding thirty (30) days from the date of receipt of such application.

Bona Fide Visitors shall be ineligible to vote or hold office.

**(f) Corporate Member**

Corporate Membership of the Company shall be granted to other clubs, sporting associations and any business entities who apply to be members of the Company and are deemed to be suitable by the Board on recommendation by Senior Management.

To be eligible for one of the above categories some adequate form of proof is to be produced to confirm status.

Corporate Members shall be ineligible to vote or hold office.

**(g) Rights of Service Members, Associate Members, Life Subscribers and Life Members**

Service Members, Associates Members, Life Subscribers and Life Members are entitled to:

- (i) vote, subject to the provisions of this Constitution;
- (ii) attend Annual General Meetings and Special General Meetings of the Company;
- (iii) propose or second nominations for election of Directors, subject to clause 13(c);
- (iv) stand for and hold elected offices within the Company provided they fulfil prescribed eligibility requirements; and
- (v) enjoy the other benefits and privileges of membership and to use facilities of the Company as the Board may determine.

**(h) Rights of RSL honorary and defence members**

For the purposes of the *Liquor Act 1992 (Qld)* any person who is an RSL honorary member or defence member (but is not otherwise a Member of the Company) is not entitled to any rights or privileges of Members of the Company, but shall be entitled to those rights or privileges expressly granted to RSL honorary members or defence members under sections 77, 79, 81, 83, 103JA and 103M of the *Liquor Act 1992 (Qld)*.

**(i) Rights of Social Members**

Social Members are entitled to:

- (i) attend Annual General Meetings and Special General Meetings of the Company;
- (ii) enjoy the other benefits and privileges of membership and to use facilities of the Company as the Board may determine.

**7. MEMBERSHIP**

- (a) Every applicant for any class of membership of the Company shall be made in writing, signed by the applicant and shall be in such form as the Board from time to time prescribes.

- (b) No person under eighteen years of age shall be admitted as a Member of the Company.
- (c) The number of Members in each class shall be unlimited.

## **8. MEMBERSHIP FEES**

- (a) The membership fees shall be such sum as the Board shall from time to time so determine and shall be payable at such time and in such manner as the Board shall from time to time determine.
- (b) A member is a Member who has paid their current annual subscription and has not had their Membership terminated.

## **9. ADMISSION AND REJECTION OF MEMBERS**

- (a) Particulars of all proposals for membership of the Company shall forthwith upon the making of the same, be entered, in the order of time which such proposals are received by the Board Secretary/Treasurer or his agent, of the Company in a, 'Proposed Members Register' to be kept by the Board Secretary/Treasurer or his agent. Every such entry setting forth the full name and address of the person proposed and the time and date of the receipt by the Board Secretary/Treasurer or his agent, of the proposal. In relation to any and every vacancy howsoever rising in the membership of the Company, every proposal shall, be dealt with and determined in the order of priority in which it is so recorded.
- (b) All applications for membership of the Company shall be dealt with and decided by the Board who may delegate such functions to the Management of the Company.
- (c) All applications for membership to the Company must be accompanied by photographic identification of the applicant which may be copied and the copy of which retained by the Company. This may include the applicant's drivers licence.
- (d) The Board may refuse any application for membership of the Company without providing the applicant with any reason for that refusal.

## **10. TERMINATION OF MEMBERSHIP**

- 10.1 Every member will be bound to observe and abide by the Constitution and the rules, by-laws, regulations and policies of the Company in force from time to time.
- 10.2 A member may resign from the Company at any time by giving notice in writing to the Board. Such resignation shall take effect at the time such notice is received by the Board unless a later date is specified in the notice in which case it shall take effect on that later date.
- 10.3 The Board may terminate the membership of members whose current annual subscription is unpaid and outstanding for a period greater than 2 months.

10.4 The Board shall make disciplinary By-Laws to deal with conduct of members and other persons, and to deal with termination or suspension of a Member or other action against a Member or other person.

10.5 There is no right of appeal against a decision to terminate or suspend membership.

## **11 TEMPORARY IMMEDIATE SUSPENSION**

11.1 The Board and duly authorised delegates of the Board have the power to suspend a member which may only be exercised in accordance with this clause.

11.2 If it is necessary or desirable, in the opinion of the Board or duly authorised delegates of the Board, in the interests of good order and safety of members and their guests or in the interests of the Company, and whether or not it is alleged a member has been guilty of misconduct, the Board or duly authorised delegates of the Board, may suspend the member summarily for a period of not more than 72 continuous hours.

11.3 If it is alleged that a member has been guilty of misconduct, the Board or duly authorised delegates of the Board may suspend a Member until full consideration can be given to the matter by the Board or its duly authorised delegate.

11.4 Notice of a suspension under paragraph 11.2 may be given orally. Notice of a suspension under paragraph 11.3 may be given orally but must be confirmed in writing by notice sent within three working days of the oral notice.

11.5 A member who is given notice of suspension must leave the premises of the Company immediately and remain away from the Company premises for the duration of the suspension.

11.6 A member has no right of appeal against a suspension under this clause.

## **12. REGISTER OF MEMBERS**

(a) The Board Secretary/Treasurer shall cause a Record of Members to be kept in which shall be entered the names and residential addresses of all persons admitted to membership of the Company and the dates of their admission.

(b) Particulars shall be entered into the record of deaths, resignations, terminations and reinstatement of membership and any further particulars as the Board may require from time to time.

(c) The Board Secretary/Treasurer must keep a list of reciprocal clubs at the Company's licensed premises.

## **13. MEMBERSHIP OF THE BOARD**

(a) (i) The Management in control of the Company shall be vested in a Board consisting of the office bearers, namely a Chairman, Vice Chairman, Board Secretary/Treasurer, and six (6) other members.

Seven (7) members of the Board shall be Service Members.



Two (2) members of the Board shall be Associate Members of Greenbank Consolidated Limited.

- (ii) At the first Board meeting following the Annual General Meeting, the Board shall elect the Chairman, Vice-Chairman and Board Secretary/Treasurer from within the membership of the Board. They shall act in these capacities until the next Annual General Meeting.

The Chairman elected by the Board shall be a Service Member.

- (iii) Any Board Member who fails to attend any three (3) consecutive Board meetings without an apology to the Board Secretary/Treasurer or his agent will be deemed to have disqualified themselves from the Board.

- (iv) All Members of the Board shall have equal voting rights at all Meetings, held within their term in office.

- (b) (i) The elected Directors shall hold office for a term of two (2) years.

- (ii) Following a term in office, a retiring Director shall be eligible for nomination for re-election.

- (c) The election of officers and other members of the Board shall take place in the following manner: -

- (i) A Service Member who has been a Service Member of the Company for a period of not less than 12 months may nominate any other Service Member who has been a member of the Company for a minimum of 12 months for election as one of the seven Service Members of the Board;

- (ii) Any Service Member who has been a member of the Company for not less than 12 months may nominate any Associate Member who has been an Associate Member for a period of not less than 12 months for election to one of the Associate Member positions on the Board.

- (iii) The nomination, which shall be in writing and signed by the nominee and his proposer and seconder, shall be lodged with the Board Secretary/Treasurer at least twenty-eight (28) days before the AGM at which the election is to take place.

- (iv) A list of the candidate's names in alphabetical order, together with the proposer's and seconder's names, shall be posted in a conspicuous place in the office or usual place of meeting of the Company for at least seven (7) days immediately preceding the AGM.

- (v) Balloting lists shall be prepared (if necessary) containing the names of the candidates, the order of which shall be determined by the drawing of lots.

- (vi) There shall be two ballots held at each Annual General Meeting.

Service Members present in person or by proxy at the AGM shall be entitled to vote for candidates in Service Director and Associate Director categories.

Associate Members present in person or by proxy at the AGM shall be entitled to vote for candidates in the Associate Director category only.

- (vii) Should all positions not be filled at the meeting, any vacancies may be considered as casual and filled by appointment as per 15 (a).
- (viii) Employees of the Company shall be ineligible for appointment or election to the Board.

#### **14. RESIGNATION FROM THE BOARD**

- (a) Any Board Member may resign from the Board at any time by giving notice in writing to the Board Secretary/Treasurer or his agent, but such resignation shall take effect at the time such notice is received by the Board Secretary/Treasurer or his or her agent, unless a later date is specified in the notice when it shall take effect on that later date.
- (b) A Board Member may be removed from office at a General Meeting of the Company where that Board Member shall be given the opportunity to fully present their case. The question of removal of a Director shall be determined by a simple majority vote of the Voting Members present in person or by proxy at such General Meeting.

#### **15. VACANCIES ON THE BOARD**

- (a) The Board shall have the power at any time to appoint an eligible person to fill a vacancy on the Board. Such appointment shall be for the balance of the Term of the person that is being replaced. A person who is a Service Member Director shall be replaced by a Service Member. A person who is an Associate Member Director shall be replaced by an Associate Member.
- (b) The continuing members of the Board may act notwithstanding any casual vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Board, the continuing Member or Members may act for the purpose of increasing the number of members of the Board to that number or of summoning a General Meeting of the Company, but for no other purpose.

#### **16. TRANSITIONAL CONDITIONS**

- (a) To enable the Company to transition to two (2) year terms in office for elected Directors, the following shall apply:
  - (i) The nine (9) Directors elected at the first Annual General Meeting of the Company shall, at the first Board meeting, draw lots to determine their initial term as a Director. Four (4) Directors shall be elected for a term of one (1) year and five (5) Directors shall be elected for two (2) years.
- (b) To enable the Club to transition to a company limited by guarantee it is acknowledged that the Board of the Club shall continue in control of the Business until the first Annual General Meeting of the Company. The initial Directors shall be:

- (i) Mr Howard Buckley
- (ii) Mr Thomas McGee OAM
- (iii) Mr Ronald Lord
- (iv) Mr Jeffrey Smith
- (v) Mr Michael Papalia
- (vi) Mr Eric Cavanagh OAM
- (vii) Mr Stewart Rae
- (viii) Mr Paul Kelly
- (ix) Mr Stephen Ball

## **17. FUNCTIONS OF THE BOARD**

- (a) Except as otherwise provided by this Constitution and subject to resolutions of the Members of the Company carried at any General Meeting, the Board: -
  - (i) shall have the general control and management of the administration of the affairs, property, and funds of the Company; and
  - (ii) shall have authority to interpret the meaning of these Rules and any matter relating to the Company on which these Rules are silent.
- (b) The Board shall exercise all the powers of the Company, including but not limited to:-
  - (i) to borrow, raise or secure the payment of money in such manner as the Members of the Company may think fit and secure the same or the payment of performance of any debt, liability, contract, guarantee or other engagement incurred or be entered into the Company in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, and to purchase, redeem or pay off any such securities.
  - (ii) to invest in such manner as the Members of the Company may from time to time determine.
- (c) Directors may receive remuneration for their services in their capacity as a Director of the Company, as approved by the Board, and reported in the Financial Statement annually.

## **18. MEETING OF THE BOARD**

- (a) The Board shall meet at least once every calendar month to exercise its functions.
- (b) A Special Meeting of the Board shall be convened by the Board Secretary/Treasurer:-
  - (i) On the requisition in writing signed by not less than one-third of the members of the Board, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat;
  - (ii) on the direction of the Executive.

- (c) At every meeting of the Board a simple majority of the number of current Directors shall constitute a quorum.
- (d) Subject as previously provided in this rule, the Board may meet together and regulate its proceedings as it thinks fit: provided that questions arising at any meeting of the Board shall be decided by a simple majority of votes and, in the case of equality of votes, the Chairman shall exercise a casting vote.
- (e) A member of the Board
  - (i) must promptly and fully disclose to the Board any matter in which the member has an actual or perceived conflict of interest; and
  - (ii) shall not vote in respect of any contract with the Company in which he or she has an actual or perceived conflict of interest, or any matter arising there from, and if he or she does so vote, his or her vote shall not be counted.
- (f) The Chairman shall preside at every meeting of the Board, or if there is no Chairman, or if any meeting he or she is not present, within ten minutes after the time appointed for holding a meeting, the Vice-Chairman if he or she is not present at the meeting, then the members may choose one of their number to be Chairman of the meeting.
- (g) If within half an hour from the time appointed for the commencement of the Board Meeting a quorum is not present, the Meeting, if convened upon the requisition of members of the Board shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same 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 meeting shall lapse.
- (h) Not less than fourteen (14) days notice shall be given by the Board Secretary/Treasurer to Directors of the Board of any Special Meeting of the Board. Such notice shall clearly state the nature of the business to be discussed thereat and must comply with the provisions of the Act.

## **19. FORMATION OF SUB-COMMITTEE**

- (a) The Board may delegate a role to a Sub-Committee consisting of such members of the Company as the Board thinks 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. The results or findings of any such Sub-Committee shall be referred to the Board for any further action deemed necessary.
- (b) 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 minutes after the time appointed for holding the meeting, the members may choose one of their numbers to be Chairman of the meeting.
- (c) 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 equality of votes, the question shall be deemed to be decided in the negative.

## **20. VALIDITY OF NON-BOARD ACTIONS**

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 or Sub-Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Member of the Board or Sub-Committee or person acting aforesaid or that the Members of the Board or Sub-Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board or Sub-Committee.

## **21. RESOLUTION OF THE BOARD**

A resolution in writing signed by all 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 forms, each signed by one or more members of the Board.

## **22. ANNUAL GENERAL MEETING**

- (a) The Annual General Meeting shall be held within five (5) months of the close of the Financial Year.
- (b) The business to be transacted at every Annual General Meeting shall include: -
  - (i) the receiving of the Board's Report and the Statement of Income and Expenditure, Assets and Liabilities and Mortgages, Charges and Securities affecting the property of the Company for the preceding financial year.
  - (ii) the receiving of the Auditor's Report upon the books and accounts for the preceding Financial Year.
  - (iii) the election of Members of the Board; and
  - (iv) the appointment of the Auditor if the office of the Auditor is vacant.

## **23. SPECIAL GENERAL MEETING**

The Board Secretary/Treasurer shall convene a Special General Meeting: -

- (a) when directed to do so by the Board; or
- (b) on the requisition in writing signed by not less than 5% of Voting Members of the Company. Such requisition shall clearly state the reasons why such a Special General Meeting is being convened and the nature to be transacted thereat.

## **24. QUORUM**

- (a) At any General Meeting, the number of Voting Members required to constitute a quorum shall be not less than double the number on the Board plus one.
- (b) No business shall be transacted at any General Meeting unless a quorum of Voting Members is present at the time when the meeting proceeds to business.
- (c) If within half an hour from the time appointed for the commencement of a General Meeting, a quorum is not present, the meeting if convened upon the requisition of Members of the Board of the Company, shall lapse. 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 Voting Members present shall be a quorum.
- (d) 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 days or more, notice of the adjourned meeting shall be given as the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (e) Wherever possible, the date of the next General Meeting will be advised at the close of a General Meeting.

## **25. NOTICE OF GENERAL MEETING**

- (a) A General Meeting of members is to be held on a half yearly basis or at the discretion of the Board.
- (b) The Board Secretary/Treasurer shall convene all Special and General Meetings of the Company by giving not less than twenty-one (21) days notice of any such meeting to Members of the Company.
- (c) Subject to the provisions of the Act relating to special resolution and agreements for shorter notice, twenty-one (21) days' notice shall be given of any meeting of the Company specifying the place, the day and the hour of the meeting, the general nature of the business to be transacted and be given to such persons as are entitled to receive such notices from the Company.
- (d) The Directors and the Members entitled to vote shall be entitled to receive notice of any meeting of the Company and to attend such meeting.
- (e) Notice may be given by the Company to the intended recipient in the manner determined by the Board, including by:
  - (i) advertising on the notice boards of all of the licensed premises of the Company and placing notice on the Company's website and Facebook page; or
  - (ii) sending it by post to the intended recipient's address; or

- (iii) sending it by email to the intended recipient's email address; or
- (iv) sending it by other electronic means to the intended recipient; or
- (v) by any other means authorised by the Law.

- (f) The non-receipt of notice of a meeting by any Member shall not invalidate the proceedings at any meeting.

## **26. CONDUCT OF GENERAL BUSINESS**

Unless otherwise provided by these rules, at every General Meeting: -

- (a) The Chairman shall preside, or if there is no Chairman, or if he or she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chairman, or, if the Vice-Chairman is not present or is unwilling to act, then the Service Members present shall elect one of their number to be Chairman of the Meeting.
- (b) The Chairman shall maintain order and conduct the meeting in a proper and orderly manner.
- (c) Every question, matter or resolution shall be decided by a majority of votes of the Board and Service Members present.

## **27. BY LAWS**

The Board may from time to time make, amend or repeal by-laws not inconsistent with these rules, and not inconsistent with the provisions of the Act, for the internal management of the Company and provided such by-laws may be set aside by a General Meeting of Members.

## **28. ALTERATION OF CONSTITUTION**

Subject to the provisions of the Act, this Constitution may be amended, withdrawn, or added to from time to time by a Special Resolution carried at any General Meeting.

## **29. PROXY**

- (a) A Member, entitled to attend and vote at a General Meeting shall be entitled to appoint another Member as a proxy to attend and to vote instead of that Member.
- (b) The instrument appointing a proxy shall be in writing and signed by the Member.
- (c) Only one proxy may be held by each voting member.
- (d) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (e) Subject to the Act, the instrument appointing a proxy shall be deposited by original or email at such place as is specified for that purpose in the notice convening the meeting (or if no such place is specified, at the registered office) 72 hours prior to the time for holding the meeting or adjourned meeting at which the person named in the

instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid.

- (f) Every instrument of proxy shall be in or to the effect of the form in Schedule 1 or in such form acceptable to the Company generally or in a particular case.

### **30. COMMON SEAL**

Management shall provide for a Common Seal and for its safe custody. The Common Seal shall only be used by the authority of the Board and every instrument to which the seal is affixed shall be signed by two Directors, or one Director and the Board Secretary/Treasurer, for the purpose.

### **31. FUNDS AND ACCOUNTS**

- (a) The funds of the Company shall be banked in the name of the Company in such bank as the Board may from time to time direct.
- (b) The Board of Directors shall cause to be kept such accounting or other records that clearly explain the transactions and financial affairs of the Company and enable a true and fair statement of financial performance and statement of financial position, and any documents required by law as to enable them to be properly audited. These records shall be kept and maintained either in written, printed or electronic form showing correctly the financial affairs of the Company and the particulars usually shown in the books of like nature.
- (c) All amounts shall be paid by electronic funds transfer or cheque. All payments shall be signed by one of the Management Group and the Board Secretary/Treasurer or other as authorised from time to time by the Board.
- (d) Records shall be kept at the registered office of the Company or at such other place as the Board of Directors think fit and shall at all times be open for inspection by the persons authorised herein.
- (e) As soon as possible after the end of each Financial Year the Board Secretary/Treasurer shall cause to be prepared a statement containing particulars of:
  - (i) the income and expenditure for the Financial Year just ended.
  - (ii) the assets and liabilities and of all mortgage charges and securities affecting the property of the Company at the close of that year.
- (f) All such statements shall be examined by the Auditor who shall present his report upon such audit to the Board Secretary/Treasurer prior to the holding of the Annual General Meeting next following the Financial Year in respect of which such an audit was made.

### **32. INCOME AND PROPERTY OF THE COMPANY**

The income and property of the Company whatsoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no



portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the Members of the Company provided that nothing herein contained shall prevent the payment in good faith of interest to any such Member in respect of monies advanced by him to the Company or otherwise owing by the Company to him or of remuneration to any officer or servants of the Company or to any Member of the Company or other person in return for any services actually rendered to the Company provided further that nothing herein contained shall be constructed so as to prevent the payment or repayment to any Member of out of pocket expenses, money lent, reasonable or proper charges for goods hired by the Company or reasonable and proper rent for premises demised or lent to the Company.

### **33. DOCUMENTS**

The Board shall provide for the safe custody of books, documents, instruments of title and securities of the Company.

### **34. FINANCIAL YEAR**

The Financial Year of the Company shall close on 31st December in each year.

### **35. INDEMNITY**

All Board Members shall be indemnified out of funds of the Company against all losses and expenses incurred in the discharge of their duties except such as shall happen through their own wilful act or default, and each one shall be responsible only for so much money or property as they themselves actually received for, or in the discharge of the business of the Company, and each one shall be answerable for their own acts, neglects or defaults and not for those of any other person, nor for insufficiency of any security for money invested or of title to any estate or property acquired, nor for any loss or damage which may happen in the discharge of their duties unless the same happens through their own wilful neglect or default.

### **36. DISTRIBUTION OF SURPLUS ASSETS**

- (a) If the Company shall be wound up, and there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to the Sub-Branch.
- (b) If the Sub-Branch does not exist at the time of winding up of the company, then any property must be given or transferred to some other institution or institutions determined by the Service Members at or before the time of dissolution which has similar objects to the Company or the Sub-Branch and which prohibits the distribution of its income and property amongst its members. If the Members do not make the necessary determination under this clause, the Company may apply to the Supreme Court to determine the institution or institutions.

**37. REPLACEABLE RULES**

The provisions of this constitution displace the Replaceable Rules.

## SCHEDULE 1

### Proxy Form

I, \_\_\_\_\_ of \_\_\_\_\_ being a voting Member of Greenbank Consolidated Limited hereby appoint/s \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me and on my behalf at the \*Annual General Meeting / General Meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and at any adjournment thereof.

If this proxy is signed under power of attorney, the signatory declares that he has had no notice of revocation thereof.

I direct that my proxy shall vote as follows:

**Signature of Appointor:** \_\_\_\_\_ **Membership Number:** \_\_\_\_\_

**Signature of Proxy Holder:** \_\_\_\_\_ **Membership Number:** \_\_\_\_\_

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

\* Delete as appropriate.

### NOTES:

1. A Voting Member is entitled to appoint a proxy to attend and vote on a poll instead of that Member.
2. If the appointor wishes to direct the proxy how to vote, then the appointer should indicate this on the proxy form. Otherwise, the proxy may vote if and as the proxy chooses.
3. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution or resolutions, and where the instrument if proxy so provides, the proxy is not entitled to vote on the resolution or resolutions, except as specified in the instrument.