

CONSTITUTION

OF

SOUTH AUSTRALIAN RUGBY UNION LIMITED

MinterEllison

L A W Y E R S

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CONSTITUTION
OF
SOUTH AUSTRALIAN RUGBY UNION LIMITED

1. **Definitions**

In this Constitution:

"**Affiliated Member**" means a person admitted as a non-voting member under Clause 9.4;

"**Auditor**" means the auditor of the Company;

"**Board**" means:

- (a) the board of Directors of the Company; or
- (b) one or more Directors with authority to act for the Company;

"**Chief Executive Officer**" means the chief executive officer of the Company appointed by the Board from time to time;

"**Company**" means South Australian Rugby Union Limited;

"**corporation**" means a corporation wherever incorporated or resident and includes a company wherever incorporated or resident;

"**Delegate**" in relation to a Member means a representative, proxy or attorney of that Member;

"**Director**" means a director of the Company and includes an alternate director properly acting as a director;

"**General Meeting**" means any meeting of the Members convened and held according to this Constitution and includes every Annual General Meeting;

"**Life Member**" means a non-voting member of the Company referred to in Clause 11.1 (or as elected under Clause 11.3);

"**Member**" means a Voting Member, an Affiliated Member or a Life Member;

"**month**" means calendar month;

"**Non-voting Member**" means an Affiliated Member or a Life Member;

"**Office**" means the registered office for the time being of the Company;

"**President**" means the president of the Company elected under Clause 48;

"**Relevant Date**" means the date of the 2006 Annual General Meeting of the Company;

"**Secretary**" means any person or any one of the persons appointed by the Board to perform the duties of a secretary of the Company;

"**Voting Delegate**" means the Delegate appointed in writing by the Voting Member under Clause 27 to exercise the Voting Member's vote at General Meetings;

"**Voting Member**" means a voting member of the Company named in Clause 8.1 or a person admitted as a voting member in accordance with Clause 8.6.

2. Interpretation

In this Constitution, unless the contrary intention appears,:

- 2.1 this Constitution is to be interpreted subject to the Corporations Act and subject to Clause 1, a word has the same meaning as the definition of the word in the Corporations Act;
- 2.2 a reference to a section in this Constitution is to a section of the Corporations Act, and a reference to any statute, regulation, proclamation, ordinance or by-law including the Corporations Act includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- 2.3 words importing a gender include every other gender;
- 2.4 singular includes plural and vice versa;
- 2.5 reference to a person includes corporations, companies, bodies corporate, bodies politic, partnerships, joint ventures, associations, boards, groups or other bodies (whether or not the body is incorporated) and natural persons;
- 2.6 headings do not affect interpretation;
- 2.7 where an expression is defined, another grammatical form of that expression has a corresponding meaning.

3. Successor to South Australian Rugby Union Inc

The Company is a successor organisation to the South Australian Rugby Union Inc., an association formerly incorporated under the Associations Incorporation Act.

4. Change to Constitution

This Constitution may only be changed, amended or replaced by a special resolution of the Voting Members.

5. Company Limited by Guarantee

The Company is a company limited by guarantee.

6. Objects of the Company

- 6.1 The objects of the Company are:
 - 6.1.1 to foster promote and arrange rugby union football at all levels throughout South Australia;
 - 6.1.2 to act as the co-ordinator of the activities of various bodies (whether corporate or unincorporated) which organise or participate in rugby union football in South Australia;
 - 6.1.3 to become a member of Australian Rugby Union Limited;
 - 6.1.4 to adopt and enforce the laws of the game of rugby football as promulgated and interpreted by the International Rugby Football Board (and its successor organisations) as adopted or modified by Australian Rugby Union Limited;
 - 6.1.5 to deal with and dispose of disputes and differences which may arise between various bodies (whether corporate or unincorporated) which organise or participate in rugby union football in South Australia;

- 6.1.6 to establish a system for hearing and otherwise dealing with allegations (including reports by referees) that participants in rugby union football (including players) have breached the laws of rugby union and for disciplining such participants if such allegations are substantiated;
 - 6.1.7 to take over the funds and other assets and liabilities of South Australian Rugby Union Inc;
 - 6.1.8 all objects incidental to the above.
- 6.2 The income and property of the Company whenever derived, must be applied solely towards the promotion of the objects of the Company as set forth in this Constitution, and no portion of such income or property may be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise by way of profit, to the Members of the Company. Nothing in this clause prevents the payment in good faith of remuneration to any officers or servants of the Company or to any Member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business nor prevent the payment of reasonable and proper rent for premises let by any Member to the Company.

7. **Liability of the Members**

- 7.1 The liability of the Members is limited.
- 7.2 Every Member of the Company undertakes to contribute to the property of the Company if the Company is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before the Member ceases to be a Member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding one hundred dollars (\$100).

8. **Voting Members**

- 8.1 The Voting Members as at the Relevant Date are:
 - 8.1.1 Adelaide University Rugby Union Football Club Inc;
 - 8.1.2 Barossa Rams Rugby Union Football Club Inc.
 - 8.1.3 Burnside Rugby Union Football Club Inc;
 - 8.1.4 Brighton Rugby Union Football Club Inc;
 - 8.1.5 Elizabeth Rugby Union Football Club Inc;
 - 8.1.6 North Torrens Rugby Union Football Club Inc;
 - 8.1.7 Onkaparinga Rugby Union Football Club Inc;
 - 8.1.8 Old Collegians Rugby Football Club Inc;
 - 8.1.9 Port Adelaide Rugby Union Community & Sports Club Inc;
 - 8.1.10 Southern Suburbs Rugby Union Football Club Inc;
 - 8.1.11 Woodville Rugby Union Football Club Inc;
 - 8.1.12 SA Junior Rugby Union Inc;
 - 8.1.13 SA Schools Rugby Union Inc;
 - 8.1.14 SA Rugby Union Referees Association Inc;
 - 8.1.15 Not used.

- 8.2 A Voting Member is entitled to receive notices of, to attend, and to speak and vote at General Meetings of the Company.
- 8.3 Each Voting Member has one vote at general meetings of the Company.
- 8.4 A Voting Member is entitled to appoint two Delegates to attend and to speak at a General Meeting only one of which may be appointed as the Voting Delegate.
- 8.5 The Company may expel, suspend or disaffiliate a Voting Member. A Voting Member may only be expelled, suspended or disaffiliated by a resolution passed at a General Meeting of the Company by unanimous vote of all Voting Members other than the Voting Member proposed to be expelled, suspended or disaffiliated. At least 21 days' notice must be given to all Members for consideration of a resolution under this clause.
- 8.6 The Company may, by special resolution, admit a new rugby union club or other body having a close connection with rugby union football in South Australia as a Voting Member on such conditions as are set out in the special resolution.
- 8.7 A Voting Member may resign as a member of the Company by at least 12 months' notice in writing given to the Company.

9. **Affiliated Members**

- 9.1 An Affiliated Member is entitled to receive notices of, to attend, and to speak at, but is not entitled to vote at, General Meetings of the Company.
- 9.2 An Affiliated Member is entitled to appoint one Delegate to attend and to speak at General Meetings of the Company.
- 9.3 The Company may, by special resolution, expel or suspend an Affiliated Member.
- 9.4 The Company may, by special resolution, admit a body as an Affiliated Member, on such conditions as are set out in the special resolution (including conditions as to attendance and speaking at general meetings).
- 9.5 An Affiliated Member may resign as a member of the Company by at least 12 months' notice in writing given to the Company.

10. **Nominating Committee**

- 10.1 The Board must establish and maintain from time to time a committee for the purposes of nominating persons as Life Members under Clause 11.3 ("**the Nominating Committee**"). Such Nominating Committee will comprise:
- 10.1.1 all Life Members; and
- 10.1.2 two directors from time to time nominated by the Board.
- 10.2 The Nominating Committee may determine its own procedures for the calling and holding of meetings provided that:
- 10.2.1 all members of the Nominating Committee must be given not less than 48 hours' notice of any meeting; and
- 10.2.2 the quorum for a meeting of the Nominating Committee is 3 members of the Committee; and
- 10.2.3 decisions of the Nominating Committee are by majority vote.

11. Life Members

- 11.1 The Life Members on the date of incorporation of the Company are those persons who immediately before incorporation of the Company had been elected as Life Members of the Incorporated Association.
- 11.2 A Life Member is entitled to receive notices of, to attend, and to speak at, but is not entitled to vote at, General Meetings of the Company.
- 11.3 The Company may, by special resolution passed at an Annual General Meeting, elect as a Life Member any person who:
- 11.3.1 in the opinion of the Nominating Committee has rendered distinguished service to the game of rugby union football in South Australia;
 - 11.3.2 has been nominated by the Nominating Committee at least 21 days before the Annual General Meeting.
- 11.4 A Life Member may resign as a member of the Company by notice in writing given to the Company.

12. Membership not Transferable

Membership of the Company is personal to the Member and is not transferable.

13. Convening General Meetings

- 13.1 The Board may convene a General Meeting when and where the Board decides, but must do so at least 1 time each year for the Annual General Meeting.
- 13.2 If there are not enough Directors capable of acting to form a quorum of the Board, any Director or any 2 Members may convene a General Meeting.
- 13.3 Unless convened on the requisition of Members under section 249D, the Board may cancel or postpone a General Meeting by notice to the Members specifying the place, day and time for holding the postponed General Meeting.

14. Notice of meeting

The Company must give notice of every General Meeting to:

- 14.1 each Member;
- 14.2 each Delegate;
- 14.3 each Director; and
- 14.4 the Auditor;

in the manner and time required by the Corporations Act and this Constitution.

15. Content of notice

- 15.1 A notice of General Meeting must at least specify the place, day and time of the meeting and, except as provided in clause 15.2, the general nature of the business to be transacted at the meeting.
- 15.2 It is not necessary for a notice of an Annual General Meeting to state that the business to be transacted at the meeting includes the consideration of accounts and the reports of the directors and auditor, the election of directors and the President, the appointment and fixing of the remuneration of the Auditor of the Company or any other business which under the Corporations Act ought to be transacted at the Annual General Meeting.
- 15.3 A person may waive notice of any General Meeting by notice in writing to the Company.

15.4 The non-receipt of notice of a General Meeting or proxy form by, or a failure to give notice of a General Meeting or a proxy form to, any person entitled to receive notice of a General Meeting under clause 14 does not invalidate any act, matter or thing done or resolution passed at the General Meeting if:

15.4.1 the non-receipt or failure occurred by accident or error; or

15.4.2 before or after the meeting, the person:

(a) has waived or waives notice of that meeting under clause 15.3; or

(b) has notified or notifies the Company of the person's agreement to that act, matter, thing or resolution by notice in writing to the Company.

15.5 A person's attendance at a General Meeting:

15.5.1 waives any objection that person has to a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and

15.5.2 waives any objection that person has to the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting or in clause 15.2, unless the person objects to considering the matter when it is presented.

16. **Quorum of General Meeting**

16.1 A quorum at a General Meeting is Voting Delegates representing at least 51% of Voting Members.

16.2 A quorum must be present at all times when business is transacted.

17. **No quorum at General Meeting**

17.1 If a quorum is not present within 15 minutes after the time appointed for a General Meeting:

17.1.1 the meeting if convened upon the requisition of Members is dissolved; and

17.1.2 any other meeting is adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board may specify by notice to the Members.

17.2 If a quorum is not present within 15 minutes after the time appointed for an adjourned General Meeting, the meeting is dissolved.

18. **Chairman**

18.1 The President may preside at all General Meetings.

18.2 If there is no such President, or if the President is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the Director appointed by ordinary resolution of the Members present at the meeting will act as chairman of the meeting. If no Director is present within 15 minutes after the time appointed for the meeting or no Director is able or willing to act; the Members present and entitled to vote at the meeting must elect one of themselves as chairman of the meeting.

18.3 The chairman may regulate a General Meeting in any way consistent with this Constitution.

19. **Adjournment**

19.1 The chairman may with the consent of a General Meeting at which a quorum is present (and must if so directed by the meeting) adjourn the meeting from time to time and from place to place.

19.2 No business may be transacted at an adjourned meeting other than the business left unfinished at the original meeting.

19.3 If a General Meeting is adjourned for 30 days or more, the Company must give notice of the adjourned meeting to all persons as if an original meeting. Otherwise it is not necessary for the Company to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

20. **Who may vote**

Subject to this clause, a Voting Member may vote by its Voting Delegate on a show of hands or on a poll if present in person.

21. **Manner of voting**

A question put to the General Meeting must be decided:

21.1 on a show of hands; or

21.2 by poll if demanded (before or on the declaration of the show of hands) by:

21.2.1 the chairman of the meeting;

21.2.2 at least 5 Voting Delegates.

22. **Poll**

22.1 No poll may be demanded on the election of a chairman of a meeting.

22.2 If a poll is demanded, it must be taken as and when the chairman directs except that a poll demanded on a question of adjournment of the meeting must be taken at the meeting and without adjournment.

22.3 If on a poll any question arises as to the number of votes to which any person is entitled the chairman must decide the matter and such decision made in good faith is final.

22.4 The demand for a poll does not prevent the meeting dealing with other business.

22.5 The result of the poll is the resolution of the meeting.

22.6 The demand for a poll may be withdrawn.

23. **Chairman has casting vote**

The chairman of a General Meeting has a casting vote.

24. **Declaration of a result**

Unless a poll is demanded, a declaration by the chairman that a resolution has been carried, or carried by a particular majority or lost, and an entry to that effect in the minutes, are conclusive evidence of the fact.

25. **Members' voting rights**

Each Voting Member has 1 vote through its Voting Delegate at General Meetings of the Company.

26. **Objection to a voter's qualification**

26.1 A person may object to a voter's qualification only at the meeting at which the vote is given.

26.2 The chairman's decision on the objection is final.

27. Representation at General Meetings

- 27.1 Each Voting Member may attend and vote at General Meetings, and each Affiliated Member may attend General Meetings, by Delegate appointed under Clauses 8.4 (in the case of Voting Members) and 9.2 (in respect of Affiliated Members) provided that only the Voting Delegate of a Voting Member can vote at such meetings.
- 27.2 A Delegate may be appointed for all General Meetings, or for any number of General Meetings, or for a particular General Meeting by notice in writing executed by the relevant Member and lodged with the Secretary of the Company ("**Notice of Appointment**"). A Member may change its Delegate by notice in writing to the Secretary. In the case of a Voting Member, the Notice of Appointment must specify which Delegate is the Voting Delegate.
- 27.3 Unless otherwise provided in a Notice of Appointment, a Delegate will be taken to have authority:
- 27.3.1 in the case of a Delegate of a Voting Member, to agree to a general meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
 - 27.3.2 in the case of a Delegate of a Voting Member, to agree to a resolution being proposed and passed as a special resolution at a general meeting of which less than 21 days' notice has been given;
 - 27.3.3 to speak to any proposed resolution;
 - 27.3.4 in the case of a Voting Delegate, to demand or join in demanding a poll on any resolution on which the Delegate may vote;
 - 27.3.5 in the case of a Voting Delegate, even though the Notice of Appointment may refer to specific resolutions and may direct the Voting Delegate how to vote on those resolutions:
 - (a) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (b) to vote on any procedural motion, including any motion to elect the chairman, to vacate the chair or to adjourn the meeting; and
 - (c) to act generally at the meeting; and
 - 27.3.6 even though the Notice of Appointment may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at, or to attend (as the case may be), the rescheduled or adjourned meeting or at the new venue.
- 27.4 A Notice of Appointment may direct the manner in which the Delegate is to vote in respect of a particular resolution and, where a certificate or instrument so provides, the Delegate is not entitled to vote on the proposed resolution except as directed in the Notice of Appointment.
- 27.5 Subject to Clause 27.7, a Notice of Appointment need not be in any particular form provided it is in writing, legally valid and:
- 27.5.1 signed by a person duly authorised by the governing body of the Member; or
 - 27.5.2 executed under seal of the Member.

- 27.6 Subject to Clause 27.7, a Delegate may not attend (in the case of a Delegate of a Voting Member or an Affiliated Member) and may not attend and vote (in the case of a Voting Delegate of a Voting Member) at a General Meeting or adjourned meeting or on a poll, or attend a General Meeting or adjourned meeting (as the case may be), unless the Notice of Appointment of the Delegate has been:
- 27.6.1 deposited at the registered office of the Company or at such other place specified for that purpose in the notice convening the meeting before the time for holding the meeting or adjourned meeting or taking the poll (as the case may be);
 - 27.6.2 in the case of a meeting or an adjourned meeting, tabled at the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 27.6.3 in the case of a poll, produced when the poll is taken.
- 27.7 The Directors may waive all or any of the requirements of Clauses 27.5 and 27.6 and in particular may, upon the production of such other evidence as the directors require to prove the validity of the appointment of a Delegate, accept:
- 27.7.1 an oral appointment of a Delegate;
 - 27.7.2 an appointment of a Delegate which is not signed or executed in the manner required by Clause 27.5; and
 - 27.7.3 the deposit, tabling or production of a copy (including a copy sent by facsimile) of a Notice of Appointment.
- 27.8 A vote given in accordance with the terms of a Notice of Appointment is valid despite the revocation of the Notice of Appointment, if no notice in writing of the revocation has been received by the Company by the time and at one of the places at which the Notice of Appointment is required to be deposited, tabled or produced under Clause 27.6.

28. Appointment and Removal of Directors

- 28.1 There must be not less than 3 directors.
- 28.2 The members of the Board of the Company in office on the Relevant Date continue in office as the Directors of the Company for the term for which they were originally appointed (including until the conclusion of the Annual General Meeting at which their term is to expire).
- 28.3 The Board of the Company will consist of:
- 28.3.1 in the case of Directors to be elected by the Voting Members:
 - (a) on the Relevant Date and at the next Annual General Meeting held after the Relevant Date 8 Directors elected from among persons nominated by Voting Members under Clause 28.10; and
 - (b) at the second Annual General Meeting held after the Relevant Date and at each successive Annual General Meeting 6 Directors elected from among persons nominated by Voting Members under Clause 28.10;
 - 28.3.2 in the case of Directors to be appointed by the Board:
 - (a) on the Relevant Date and at the next Annual General Meeting held after the Relevant Date 2 directors appointed by ordinary resolution of the Board;

- (b) at the second Annual General Meeting held after the Relevant Date and at each successive Annual General Meeting 3 directors appointed by ordinary resolution of the Board,

following recommendation by the nominations committee established under clause **28.17**.

- 28.4 Not used.
- 28.5 At the fifth Annual General Meeting held after the Relevant Date one Director to be elected at that Annual General Meeting pursuant to Clause 28.3.1 and identified by the Voting Members must at the conclusion of the fifth Annual General Meeting held after the Relevant Date retire from office.
- 28.5.1 Deleted
- 28.5.2 Deleted
- 28.6 At each Annual General Meeting held after the Relevant Date:
- 28.6.1 any Director referred to in Clause 28.3.1 and not the subject of clause 28.5, who, if they do not retire, will at the conclusion of the meeting have been in office for:
- (a) three or more years or three or more Annual General Meetings (whichever is the shorter) since they were last elected to office; or
- (b) a period exceeding nine years since they were first elected to office,
- must retire from office as Director.
- 28.6.2 The calculation of any period for the purposes of clause 28.6.1 will commence:
- (a) in the case of a Director who at the Relevant Date holds office in the Company, from the date on which that Director is next elected to office;
- (b) in the case of any other person elected to office on or after the Relevant Date, from the date on which that person is elected to office,
- and any period of service prior to the Relevant Date will not be taken into account in making the calculation under clause 28.6.1.
- 28.7 A Director referred to in Clause 28.3.2 must retire from office as a Director if they have served in their position for:
- 28.7.1 two years since they were last appointed to office; or
- 28.7.2 a period exceeding six years since they were first appointed to office.
- 28.8 At each Annual General Meeting of the company following the annual general meeting held on the Relevant Date:
- 28.8.1 an election of Directors must take place to fill the offices vacated under Clause 28.6.1; and
- 28.8.2 a Director to fill the office vacated under Clause 28.7.
- 28.9 Within a reasonable period of the retirement under clause 28.7 of a Director appointed under clause 28.3.2, a Director or Directors appointed by the Board on recommendation of the nominations committee (or any successor body) proposed in accordance with clause 28.17 must fill the offices vacated under clause 28.7.
- 28.10 Subject to Clauses 28.11 and 28.12:
- 28.10.1 a Director retiring from office under Clause 28.6.1(a) is eligible for re-election;

- 28.10.2 a Director retiring from office under Clause 28.6.1(b) is only eligible for re-nomination after a period of two years has elapsed since that Director last held office as a Director unless their earlier re-nomination is otherwise approved in exceptional circumstances by a simple majority vote of the Voting Members;
- 28.10.3 Not used;
- 28.10.4 a Director retiring from office under Clause 28.7.1 is eligible for re-nomination;
- 28.10.5 a Director retiring from office under Clause 28.7.2 is only eligible for re-nomination in exceptional circumstances approved by a special resolution of the Company.
- 28.11 A person must not be elected as a Director under clause 28.3.1 unless they have been nominated for election by a Voting Member at least 14 days before the Annual General Meeting at which the election is to take place.
- 28.11.1 Deleted.
- 28.11.2 Deleted.
- 28.11.3 Deleted.
- 28.11.4 any nominations received by the Board in breach of this clause shall be void.
- 28.12 Not used.
- 28.13 The retirement of a Director:
- 28.13.1 under Clause 28.6 and the re-election of the Director or the election of another person to that office, or the re-nomination of the Director or the nomination of another person to fill that office, as the case may be, will take effect at the conclusion of the Annual General Meeting at which the retirement and the re-election or election, or the re-nomination or nomination, take place;
- 28.13.2 under Clause 28.7 will take effect at 11.59pm on the day on which the retirement is to take place.
- 28.14 If there is a casual vacancy in the position of any Director referred to in Clause 28.3.1, the Company in General Meeting may elect a person nominated by a Voting Member to fill the vacancy.
- 28.14 Not used.
- 28.15 If there is a casual vacancy in the position of any director referred to in Clause **28.3.2**, the Board may by ordinary resolution appoint a person to fill the vacancy, following nomination of that person by the nominations committee in accordance with Clause **28.17**.
- 28.16 A person elected as a Director under Clause 28.13 or appointed under Clause 28.15 must retire under Clause 28.6 or 28.7 (as the case may be) on the same day that the Director whose place he or she was elected or nominated to fill would have had to retire under clause 28.6 or 28.7 if the casual vacancy had not occurred.
- 28.17 A nominations committee, consisting of the President, the Chief Executive Officer and at least two Directors elected under clause 28.3.1 and appointed by the Board to the nominations committee, will be established to identify, consider and nominate persons for the Directors positions under clause 28.3.3 (and where necessary clause 28.3.2) provided that a person must not be nominated as a Director under clause 28.3.3 (or where necessary clause 28.3.2) unless:
- 28.17.1 the person has been nominated by the nominations committee (or any successor body):

- (a) within a reasonable period of the retirement of a corresponding director in accordance with clauses 28.7 (and where applicable 28.6.2); and
- (b) a reasonable period in advance of the date at which the relevant appointment is to take effect; and

28.17.2 such nomination has been approved by an ordinary resolution at a meeting of the directors.

29. **Membership Qualification**

29.1 A Director is not required to be a member or officer of a Voting Member.

29.2 A Director cannot hold the office of President, Secretary, Treasurer or Head Coach of a Voting Member while they hold the office of Director.

30. **Alternate Directors**

A Director may by writing delivered to the Office appoint a person to be the Director's alternate director approved by the Board (**Alternate Director**) to act for the Director during his or her inability for any time to act as Director. An Alternate Director:

30.1 may be removed by writing by the appointor delivered to the Office;

30.2 is entitled to notice of Board meetings;

30.3 if the appointor is not present, is entitled to attend Board meetings, count towards a quorum, speak, and vote on all resolutions on which the appointor could vote. If already a Director, the Alternate Director has a separate vote on behalf of the appointor in addition to his or her own vote;

30.4 may exercise all the powers (except the power to appoint an Alternate Director) and perform all the duties of a Director in so far as the appointor does not exercise or perform them;

30.5 is not required to be a member or officer of a Member or an Affiliated Member;

30.6 is not entitled to remuneration from the Company but is entitled to all expenses reasonably incurred on the Company's business;

30.7 is not taken into account in determining any maximum number of Directors;

30.8 vacates office if the appointor ceases to be a Director;

30.9 while acting as a Director, is an officer of the Company and not the agent of the appointor;

30.10 may not act as an alternate for more than one Director.

31. **Vacation of Director's office**

31.1 A Director vacates office if:

31.1.1 the Corporations Act or this Constitution so provide;

31.1.2 the Director becomes of unsound mind or his or her person or estate comes under a law about mental health, old age or infirmity; or

31.1.3 the Director resigns by notice to the Company.

31.2 Not used.

32. Director's interests and offices

32.1 Subject to the Corporations Act, a Director may:

32.1.1 contract or make an arrangement with the Company as buyer, seller, lender, underwriter, surety or otherwise;

32.1.2 hold an office or place of profit (except as Auditor) under the Company, a related body corporate or other body corporate in which the Company is interested; and

32.1.3 keep for his or her own benefit any profit from that contract, arrangement, office or place of profit.

32.2 Any such contract or arrangement is not void or voidable just because a Director was directly or indirectly interested in it.

32.3 Subject to Clause 32.2, a Director who is in any way interested in any contract or arrangement or proposed contract or arrangement may, despite that interest:

32.3.1 be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;

32.3.2 sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement to which the seal is affixed.

however, may not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

32.4 Clause 32.3 does not apply if, and to the extent that, it would be contrary to the Corporations Act.

32.5 The Directors may make regulations requiring the disclosure of interests that a Director, and any person deemed by the Directors to be related to or associated with the Director, may have in any matter concerning the Company or a related body corporate and any regulations made under this Constitution will bind all Directors.

33. Director's expenses

The Company may pay a Director all expenses reasonably incurred by the Director on the Company's business.

34. Powers of Directors

34.1 The Board manages the Company's business and may exercise all the Company's powers, unless and to the extent the Corporations Act or other law or this Constitution requires the Company in General Meeting to do so.

34.2 Without limiting the generality of clause 34.1, the Directors may exercise all the powers of the Company to borrow or otherwise raise money, to charge any property or business of the Company and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

34.3 The Directors may:

34.3.1 appoint or employ any person to be an officer or agent of the Company for such purposes with such powers, discretions and duties (including powers, discretions and duties vested in or exercisable by the Directors), for such period and upon such conditions as they think fit;

34.3.2 authorise an officer or agent to delegate all or any of the powers, discretions and duties vested in the officer or agent; and

- 34.3.3 subject to any contract between the Company and the relevant officer or agent, remove or dismiss any officer or agent of the Company at any time, with or without cause.

35. Negotiable instruments

Negotiable instruments (including cheques, promissory notes, bankers drafts or bills of exchange) may be signed, drawn, accepted, endorsed or otherwise executed by any two Directors, or as the Board decides, by or on behalf of the Company.

36. Vacancy in Board

If there is a vacancy in the Board:

- 36.1 if there is still a quorum, the Board may act; or
- 36.2 if there is not a quorum, the Board may only act in an emergency or for the purpose of increasing the number of Directors or for convening a General Meeting but not otherwise.

37. Attorney of the Company

In addition to the power under section 126(1), the Board may appoint any person or persons to be the attorney of the Company for any purpose, with any powers (not exceeding the powers of the Board), for any period and on any terms, including a power of delegation, not inconsistent with this Constitution.

38. Convening Board meetings

A Director may, and the Secretary must at the request in writing of a Director, convene a Board meeting.

39. Notice of Board meetings

- 39.1 At least 48 hours' notice of any meeting of the Board and the agenda and relevant papers must be given to all Directors in office (or an Alternate Director), unless all Directors in office waive that requirement.
- 39.2 A notice of a meeting of Directors:
- 39.2.1 must specify the time and place of the meeting;
- 39.2.2 need not state the nature of the business to be transacted at the meeting;
- 39.2.3 may be given in person or by post, telex, facsimile transmission, telephone or other method of written, audio or audio visual communication; and
- 39.2.4 will be taken to have been given to an Alternate Director if it is given to the Director who appointed that Alternate Director.
- 39.3 A Director or an Alternate Director may waive notice of any meeting of Directors by notifying the Company to that effect in person or by post, telex, facsimile transmission, telephone or other method of written, audio or audio visual communication.
- 39.4 The non-receipt of notice of a meeting of Directors by, or a failure to give notice of a meeting of Directors to, a Director or an Alternate Director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
- 39.4.1 the non-receipt or failure occurred by accident or error;
- 39.4.2 before or after the meeting, the Director or an Alternate Director appointed by that Director:
- (a) has waived or waives notice of that meeting under clause 39.3; or

- (b) has notified or notifies the company of his or her agreement to that act, matter, thing or resolution personally or by post, telex, facsimile transmission, telephone or other method of written, audio or audio visual communication; or

39.4.3 the Director or their Alternate Director attended the meeting.

39.5 Attendance by a Director or their Alternate Director at a meeting of Directors waives any objection that Director or Alternate Director has to a failure to give notice of the meeting.

40. **Types of meetings**

40.1 Subject to this Constitution, the Board may meet, adjourn and otherwise regulate its meetings as it decides.

40.2 The Board may meet by telephone link up or other contemporaneous audio (or audio and visual) communication. At each such meeting:

40.2.1 all Clauses about Board meetings apply;

40.2.2 at the start of the Board meeting, each Director must acknowledge his or her presence to the other Directors taking part;

40.2.3 no Director may disconnect his or her telephone or other means of contemporaneous communication without the prior express consent of the Chairman of the meeting;

40.2.4 the Directors must cause all resolutions to be recorded in the minutes of the meeting and to be subsequently confirmed in writing by the Directors taking part;

40.2.5 a resolution comes into effect (subject to its terms) when it is passed.

41. **Quorum**

41.1 No business may be transacted at a meeting of Directors unless a quorum of Directors is present at the time the business is dealt with.

41.2 5 Directors in office and present is a quorum at a Board meeting.

41.3 If there is a vacancy in the office of a Director, the remaining Director or Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the remaining Director or Directors may act only in an emergency or for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or for convening a General Meeting of the Company.

42. **Exercising powers**

A Board meeting with a quorum may exercise any of the Directors' duties and powers

43. **Chairman of the Board**

43.1 The Directors must elect a Director as chairman of their meetings and may remove the chairman.

43.2 If there is no chairman or if the chairman is not present 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the Directors present must elect one of themselves as chairman of that meeting.

43.3 The Chairman must (if present within 10 minutes after the time appointed for the holding of the meeting and willing to act) preside as chairman at each meeting of Directors.

44. **Voting**

44.1 The Board must not vote upon any matter omitted from the agenda accompanying the notice of meeting, unless all Directors in office waive that requirement.

- 44.2 Each Director has one vote.
- 44.3 A resolution of a Board meeting is carried by a majority of votes.
- 44.4 The Chairman of the Board meeting has a casting vote.

45. **Delegation**

- 45.1 Subject to law, the Board may delegate any of its duties or powers to one or more Directors and may revoke or vary that delegation.
- 45.2 A delegate so appointed must act within any restrictions imposed by the Board.
- 45.3 Duties or powers so exercised by a delegate are deemed to be exercised by the Board.
- 45.4 Unless the Board otherwise decides, this part governs the meetings of a committee of two or more delegates.

46. **Written resolution**

- 46.1 A written resolution signed by all the Directors, other than:
 - 46.1.1 any Director on leave of absence approved by the Directors;
 - 46.1.2 any Director who disqualifies himself or herself from considering the act, matter, thing or resolution in question on the grounds that he or she is not entitled at law to do so or has a conflict of interest; and
 - 46.1.3 any Director who the Directors reasonably believe is not entitled at law to do the act, matter or thing or to vote on the resolution in question,

is deemed to be passed at a properly convened Board meeting, held when the resolution was last assented to by the number of Directors sufficient to constitute a quorum under clause 41.

- 46.2 A written resolution may consist of several documents in the same form, each signed by one or more Directors. A facsimile purporting to be signed by a Director is deemed a document signed by that Director.
- 46.3 A Director may signify assent to a document by signing the document or by notifying the Company of the Director's assent in person or by post, telex, facsimile transmission, telephone or other method of written, audio or audio visual communication.
- 46.4 Where a Director signifies assent to a document otherwise than by signing the document, the Director must by way of confirmation sign the document at the next meeting of the Directors attended by that Director, but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.
- 46.5 An Alternate Director may assent to a resolution under this clause 46 instead of the appointor.

47. **Validity of acts**

An act done by a person acting as a Director or by a meeting of Directors or a committee of Directors attended by a person acting as a Director is not invalidated by reason only of:

- 47.1 a defect in the appointment of the person as a Director;
- 47.2 the person being disqualified to be a Director or having vacated office; or
- 47.3 the person not being entitled to vote,

if that circumstance was not known by the person or the Directors or committee (as the case may be) when the act was done.

48. Election of President

- 48.1 The Company will at each annual general meeting elect a President.
- 48.2 The President:
- 48.2.1 Must, subject to clause 48.2.2, retire from office as President if they have served as President for:
- (a) two years since they were last appointed to office; or
 - (b) a period exceeding six years since they were first appointed to office.
- 48.2.2 The requirement that the President retire pursuant to clause 48.2.1 may be waived by a simple majority vote of the Voting Members.
- 48.3 A person must not be elected as President unless he or she has been nominated for election by at least two Voting Members at least 14 days before the annual general meeting at which he or she is to be elected.
- 48.4 The President holds office until the conclusion of the annual general meeting held on the second anniversary following their election, and the election of the President takes effect at the conclusion of the annual general meeting at which they are elected.
- 48.5 If there is a casual vacancy in the position of President, the Company in general meeting may appoint a person nominated by at least 2 Voting Members to fill the vacancy, and a person so appointed holds office only until the conclusion of the annual general meeting next following his or her appointment.

49. Rights of President

The President is entitled to receive notice of, to attend, and to speak at, but, except as provided in clause 23, is not entitled to vote at, general meetings of the Company and meetings of Directors.

50. Not used

Not used.

51. Secretaries.

- 51.1 The Directors must appoint at least 1 Secretary and may appoint additional secretaries.
- 51.2 The Directors may appoint 1 or more assistant secretaries.

52. Provisions applicable to all Executive Officers

- 52.1 A reference in this Clause 51 to an executive officer is a reference to a manager, secretary or assistant secretary appointed under this Constitution.
- 52.2 The appointment of an executive officer may be for such period, at such remuneration and upon such conditions as the Directors think fit.
- 52.3 Subject to the terms of any contract between the Company and the relevant executive officer, any executive officer of the Company may be removed or dismissed by the Directors at any time, with or without cause.
- 52.4 The Directors may:
- 51.4.1 confer on an executive officer such powers, discretions and duties (including any powers, discretions and duties vested in or exercisable by the Directors) as they think fit;
 - 51.4.2 withdraw, suspend or vary any of the powers, discretions and duties conferred on an executive officer; and

51.4.3 authorise the executive officer to delegate all or any of the powers, discretions and duties conferred on the executive officer.

52.5 An act done by a person acting as an executive officer is not invalidated by reason only of:

51.5.1 a defect in the person's appointment as an executive officer; or

51.5.2 the person being disqualified to be an executive officer,

if the circumstance was not known by the person when the act was done.

53. Power to make By-laws

The Company may, by special resolution, make by-laws regulating any aspect of the Game of Rugby Union Football in South Australia, including but not limited to by-laws relating to:

53.1 participation in the game;

53.2 remuneration of participants;

53.3 codes of conduct for participants; and

53.4 the conduct and organisation of matches, competitions, tournaments and tours.

54. Duty to Comply with By-laws

Each Voting Member and each Affiliated Member is obliged to comply with, and to require other bodies and persons in membership with or affiliated to them, to comply with the Company's by-laws.

55. Seals

55.1 The Company may have a common seal.

55.2 The common seal and any official seal may be used only by the authority of the Board or of a committee of Directors so authorised by the Board.

55.3 The sealing of a document with the common seal must be witnessed by two persons being:

55.3.1 a Director; and

55.3.2 a Secretary or another Director or other person appointed by the Board for that purpose.

55.4 The Board may decide that any such signature need not be hand-written. Then the Board must specify in which cases and how the signature must be affixed and how the signature must be verified by a person appointed for that purpose by the Board.

56. Inspection

Unless authorised by the Board or the Company in General Meeting or the Corporations Act, a Member (not being a Director) is not entitled:

56.1 to inspect the Company's books; nor

56.2 to information about the Company's operations;

if the Board thinks it contrary to the Company's interests.

57. Notices

- 57.1 The Company may give notice to a Member in a manner set out in section 109X or by facsimile transmission or by electronic mail sent to the Member's facsimile number or electronic mail address (as the case may be) given in the register of Members.
- 57.2 In the case of notice given by facsimile transmission or electronic mail, such notice must be confirmed by sending the notice by prepaid post to the Member's street address in the register of Members within one day of the sending of the facsimile transmission or electronic mail.
- 57.3 Where a notice is sent by facsimile transmission or electronic mail its delivery shall be deemed to have been effected on the day of the sending of the facsimile transmission or electronic mail.
- 57.4 Where a notice is delivered by hand it is deemed to have been effected on the day it is delivered.
- 57.5 Where a notice is delivered by prepaid post it is deemed to have been effected two days after the day of posting.

58. No Distribution of Profits

The income and property of the Company must be applied solely towards the promotion of the objects of the Company set out in this Constitution, and no portion of the income or property is to be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company.

59. No Distribution of Surplus

If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, it must not be paid to or distributed amongst the Members of the Company but must be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which prohibit 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 under Clause 58, such institution or institutions to be determined by the Delegates of the Voting Members at or before the time of dissolution and in default thereof by the Supreme Court of South Australia and if and so far as effect cannot be given to the above provision then to some charitable object.

60. Indemnity of officers and employees

The Company indemnifies an officer or employee of the Company against any liability incurred by that officer or employee (in that capacity):

- 60.1 to another person except:
- 60.1.1 in the case of an officer, the Company or a related body corporate;
 - 60.1.2 for liability arising from bad faith;
- 60.2 for costs and expenses of:
- 59.2.1 defending proceedings (civil or criminal) in which judgment is given in favour of the officer or employee or in which the officer or employee is acquitted;
 - 59.2.2 an application in relation to proceedings (civil or criminal) in which the court grants relief to the officer or employee under the Corporations Act.

In this Clause, words have the same meaning as in section 241.

61. Calculating time

- 61.1 Any period of time specified in this Constitution is to be calculated as under section 105.
- 61.2 If this Constitution do not specify the time for giving notice or serving a document, the Board may specify the time.

62. Committees

62.1 Establishment

62.1.1 The Directors may establish committees (additional to those specified in Clause 45) and delegate any of their powers to a committee or committees consisting of such number of persons, a majority of whom must be directors, as they think fit to advise the Directors on any matters relevant to the operations or objectives of the Company or the conduct of rugby union football in South Australia.

62.1.2 The Directors may specify the role and duties of such committees and procedures relating to:

- (a) the appointment or election of committee members;
- (b) eligibility for membership of committees;
- (c) meeting procedures;
- (d) reporting procedures;
- (e) any other matter relating to the operation of such committees.

62.2 Junior rugby union committee

The Directors will establish and maintain a committee in accordance with clause 62.1 to advise the Directors on, and with dedicated responsibility for, any matters relevant to the conduct of rugby union football for players under the age of 18 years in South Australia including the conduct of representative matches for players under the age of 18 years.

63. By-laws etc

Unless otherwise determined by the Directors and except to the extent of any inconsistency with this Constitution, the By-laws, the Competition Rules and any other policies or guidelines (whether binding or non-binding) promulgated or issued by the Incorporated Association or by its Council or Board of Management and current immediately before incorporation of the Company continue to apply (with such modifications as the Directors consider reasonably necessary to take account of the incorporation of the Company).

64. Transition

64.1 Not used.

64.2 Not used.

64.3 If before, on or after the Relevant Date the SA Junior Rugby Union Inc ceases to exist then:

64.3.1 any Director who was at the time that SA Junior Rugby Union Inc ceases to exist nominated for appointment as a director by the SA Junior Rugby Union Inc:

- (a) will retain the office of Director for the period for which they were originally elected;
- (b) that director will not be counted for the purposes of the calculation of the number of Directors able to be appointed by the Members as provided in Clause 28.3.2; and

64.3.2 if any such Director retires or resigns from office or for any other reason is unable to fulfil the office of Director this will not constitute a vacancy on the Board for the purposes of this Constitution and no person will be appointed to fill that office.

DATED

THE COMMON SEAL of ADELAIDE UNIVERSITY RUGBY UNION FOOTBALL CLUB INC is affixed in accordance with its articles of association in the presence of:

.....

THE COMMON SEAL of BURNSIDE RUGBY UNION FOOTBALL CLUB INC is affixed in accordance with its articles of association in the presence of:

.....

THE COMMON SEAL of BRIGHTON RUGBY UNION FOOTBALL CLUB INC is affixed in accordance with its articles of association in the presence of:

.....

THE COMMON SEAL of ELIZABETH RUGBY UNION FOOTBALL CLUB INC is affixed in accordance with its articles of association in the presence of:

.....

THE COMMON SEAL of NORTH TORRENS RUGBY UNION FOOTBALL CLUB INC is affixed in accordance with its articles of association in the presence of:

.....

THE COMMON SEAL of ONKAPARINGA RUGBY UNION FOOTBALL CLUB INC is affixed in accordance with its articles of association in the presence of:

.....

THE COMMON SEAL of OLD COLLEGIANS)
RUGBY FOOTBALL CLUB INC is affixed in)
accordance with its articles of association in the)
presence of:)

.....

THE COMMON SEAL of PORT ADELAIDE)
RUGBY UNION COMMUNITY AND SPORTS)
CLUB INC is affixed in accordance with its articles)
of association in the presence of:)

.....

THE COMMON SEAL of SOUTHERN)
SUBURBS RUGBY UNION FOOTBALL CLUB)
INC is affixed in accordance with its articles of)
association in the presence of:)

.....

THE COMMON SEAL of WOODVILLE)
RUGBY UNION FOOTBALL CLUB INC is)
affixed in accordance with its articles of association)
in the presence of:)

.....

THE COMMON SEAL of SA JUNIOR RUGBY)
UNION INC is affixed in accordance with its)
articles of association in the presence of:)

.....

THE COMMON SEAL of SA SCHOOLS)
RUGBY UNION INC is affixed in accordance with)
its articles of association in the presence of:)

.....

THE COMMON SEAL of SA RUGBY UNION)
REFEREES ASSOCIATION INC is affixed in)
accordance with its articles of association in the)
presence of:)

.....

THE COMMON SEAL of SARU LIFE)
MEMBERS ASSOCIATION INC is affixed in)
accordance with its articles of association in the)
presence of:)

.....

THE COMMON SEAL of BAROSSA RAMS)
RUGBY UNION FOOTBALL CLUB INC. is)
affixed in accordance with its articles of association)
in the presence of:)

.....

**CONSTITUTION
OF
SOUTH AUSTRALIAN RUGBY UNION LIMITED**

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