



# Central North Coast Sporting Car Club Ltd.

## Constitution

May 2024

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Constitution unless the contrary intention appears:

**Act** means the *Corporations Act 2001 (CTH)*.

**Annual General Meeting (AGM)** means the annual general meeting of CNCSCC held in accordance with this Constitution.

**Committee** means the Committee or the body consisting of the Directors.

**Claim** means any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include any claim made under a relevant CNCSCC insurance policy or available to a Member under this Constitution or Club By-Laws.

**Club** means the body (or Company) formed primarily for the purposes of participating in, or promoting motorsport or related activities.

**Company** means Central North Coast Sporting Car Club Limited" (CNCSCC).

**Constitution** means this Constitution of CNCSCC or Club.

**Delegate** means the person(s) appointed from time to time to act for and on behalf of the Club and to represent at events or activities outside of the Club.

**Director** means a member of the Committee or Committee and includes Elected and Appointed Directors.

**Electronic communication** means:

- (i) a communication of information in the form of data, text or images by means of guided and/or unguided electromagnetic energy; or
- (ii) a communication of information in the form of speech by means of guided and/or unguided electromagnetic energy, where the speech is processed at its destination by an automated voice recognition system.

**FIA** means the Federation Internationale de l'Automobile.

**Financial Year** means a period of 12 months commencing on 1<sup>st</sup> January and ending on 31<sup>st</sup> December each year.

**General Meeting** means the Annual General Meeting (AGM) or any Special General Meeting (SGM) of CNCSCC or Club.

1. **Incapacitated** means unable to fulfil duties as required by this Constitution or the Act, including being able to:

- (i) understand the information relevant to the decisions that will have to be made in the role of Director;
- (ii) retain that information to the extent necessary to make those decisions;
- (iii) use or weigh that information as part of the decision making process; or
- (iv) communicate the decisions in some way.

**Intellectual Property** means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to CNCSCC or any activity of or conducted, promoted or administered by CNCSCC in New South Wales.

**Member** means a registered, financial member of a Club or a natural person who is otherwise recognised by CNCSCC as Member financial or otherwise.

**Motorsport Australia** means the Confederation of Australian Motor Sport Limited trading as Motorsport Australia.

**NCR** means the National Competition Rules of Motorsport Australia including all appendices and schedules to them as amended from time to time.

**Objects** means the objects of CNCSCC as stated in this Constitution.

**Register** means a register of Members kept and maintained in accordance with this Constitution.

**Club By-Laws** mean any key rule, by-law, policy, procedure, document, form or other instrument (including but not limited to the NCRs) made or passed by the Committee in accordance with this Constitution.

**Special Resolution** means a special resolution defined in the Act.

**Special General Meeting (SGM)** means a special general meeting of CNCSCC held in accordance with this Constitution.

**Virtual Meeting Technology** means any technology that allows a person to participate in a meeting without being physically present at the meeting.

## 1.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form including handwritten letter, messages sent by phone (sms) or electronic mail.

## 2. ABOUT

The name of the Club is "Central North Coast Sporting Car Club Limited" (CNCSCC).

CNCSCC was established in 1954 and at the time of which this Constitution was adopted in 2024 was classified as a small company limited by guarantee (CLG).

CNCSCC is a Small Company Limited by Guarantee governed by ASIC and the Corporations Act 2001 (CTH).

CNCSCC is not a deductible gift recipient with an annual revenue less than \$250,000 (not including grant or government funding).

The registered office of the CNCSCC is situated in Taree, NSW 2430 (PO Box 371) and the Club is situated at 485 Aerodrome Road, Nabic New South Wales 2312.ADOTS

### **3. STATUS AND COMPLIANCE**

#### **3.1 Recognition**

CNCSCC is a member of Motorsport Australia and is recognised by Motorsport Australia as a controlling authority for Motorsport in New South Wales, and subject to compliance with this Constitution and the Motorsport Australia Constitution shall continue to be so recognised and shall administer Motorsport in New South Wales in accordance with the Objects.

#### **3.2 Compliance**

The Members acknowledge and agree CNCSCC shall:

- (a) be or remain incorporated in New South Wales;
- (b) nominate a Delegate where necessary to attend Motorsport Australia meetings, events or activities, and shall inform the Club of the details of that person accordingly;
- (c) apply its property and capacity solely in pursuit of the Objects and Motorsport;
- (d) do all that is reasonably necessary to enable the Objects to be achieved;
- (e) act in good faith and loyalty to ensure the maintenance and enhancement of Motorsport, its standards, quality and reputation for the benefit of the Members and Motorsport;
- (f) at all times act in the interests of the Members and Motorsport;
- (g) not resign, disaffiliate or otherwise seek to withdraw from Motorsport Australia without approval by Special Resolution; and
- (h) abide by Motorsport Australia Constitution and the rules of Motorsport.

### **4. OBJECTS**

The Objects of the Club are to:

- (a) organise, hold, regulate and promote exhibitions, meetings, competitions, trials, award ceremonies or other motorsport related activities;
- (b) contribute towards and issue badges, medallions, certificates and trophies in recognition of its successful members;
- (c) provide, maintain and improve club facilities for the convenience of members, local community, affiliate clubs and activities that support the objects of the club;
- (d) develop, adopt, implement and promote appropriate policies where necessary to ensure the safety and wellbeing of all members, participants, officials, spectators and the public; ensure that all

club and motorsport activity is carried out in a manner which is fair and safe for members, participants, officials, spectators and the public;

- (e) pursue commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of the members and Motorsport;
- (f) strive for government, commercial and public recognition as a controlling body for Motorsport in the local community and New South Wales;
- (g) participate as an affiliate member of Motorsport Australia and to abide by, adopt and enforce its rules and policy framework where necessary to further these Objects, Motorsport and related activities;
- (h) formulate, issue, interpret, implement, review, amend the Constitution and any policies as are necessary from time to time for the control and conduct of the Club and its members;
- (i) represent the interests of the members and of Motorsport generally in any appropriate forum throughout the local area and New South Wales;
- (j) at all times promote mutual trust and confidence between the Committee, its directors, the Members and Motorsport Australia in pursuit of these Objects;
- (k) do all that is reasonably necessary to ensure the Members and local community receive the benefits of its pursuits and these objects.

## **5. POWERS**

Solely for furthering the Objects, CNCSCC has the legal capacity and powers of a small company limited by guarantee as set out under section 124 of the Act.

## **6. MEMBERSHIP**

### **6.1 Effect Of Membership**

All Members acknowledge and agree that this Constitution shall have effect as a contract:

- (a) between CNCSCC and each Member; and
- (b) between a Member and each other Member,

pursuant to which each Member agrees to observe and perform the rules within the Constitution so far as they apply to that Member.

### **6.2 Application for Membership**

- (a) Applicants seeking membership must lodge a signed nomination form with the Club Secretary and at the same time pay the relevant fee in full.
- (b) The proposer and seconder of all applicants must be financial members.
- (c) Membership will be deemed as accepted on lodgement of a signed nomination form unless the applicant is notified otherwise either at the time of lodgement or in writing within one month of lodgement.
- (d) An applicant that has their request for membership rejected by the Committee will be reimbursed in full for all monies paid.

(e) Any member that is suspended from membership for a period shall, during such period, be liable for payment of any fee for membership of the Club which falls due during the period of suspension.

### **6.3 Categories of Members**

The Members of CNCSCC shall consist of the following categories:

(f) Junior Member - A member of the Club who is younger than 18 years of age, and shall have no requirement or right to receive notice of General Meetings or to be present, debate or vote, at General Meetings;

(g) Social Member – A Non-Competitive member of the Club including Historic Car Registration holders.

(h) Full Member - A member of the Club who is younger than 18 years that has the right to receive notice of General Meetings and to be present, debate and vote, at General Meetings;

(i) Life Member – An individual that has been awarded Life Member of the Club and has the right to receive notice of General Meetings and to be present, debate and vote, move and second motions at General Meetings.

(j) Other categories of Members may be established by the Committee from time to time so long as the effect of this is not to alter the rights, privileges or obligations of any existing category of Members.

### **6.4 Life Members**

(a) The Committee may recommend to the AGM that any natural person who has rendered distinguished service to CNCSCC or Motorsport in New South Wales, where such service is deemed to have assisted the advancement of Motorsport in New South Wales, be appointed as a Life Member.

(b) A resolution of the AGM to confer life membership on the recommendation of the Committee must be a Special Resolution.

(c) A person must accept or reject CNCSCC's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

### **6.5 Membership Fees and Renewal**

(a) The annual membership fees or other levies, time of payment, period of subscription, and the manner of payment, shall be as determined by the Committee. Should members seek to interfere or assume responsibility for the setting of fees and/or budgets they risk potential liability.

(b) A Member whose annual subscription or any other fees are in arrears may not exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings.

(c) Membership renewal notification will be emailed out to all current registered members in December of each year.

(d) Members must renew their membership as per instruction noted in the renewal notification within 3 months of the end of financial year.

(e) Should a membership not be renewed within 3 months of the end of financial year without notification may be asked to re-apply for membership in accordance with this Constitution.

## **6.6 Notice of Resignation**

(a) A Member having paid all arrears of fees payable to CNCSCC may resign or withdraw from membership of CNCSCC by giving one (1) months' notice in writing to CNCSCC of such resignation or withdrawal.

(b) When CNCSCC receives notice of resignation of membership given under clauses 6.5(a), it must make an entry in the Register that records the date on which the Member who or which gave notice ceased to be a Member.

## **6.7 Discontinuance of membership for breach**

Notwithstanding anything in the Act or this Constitution:

(a) membership of CNCSCC may be discontinued by the Committee upon breach of any clause of this Constitution or Club By-Laws, including but not limited to the failure to pay any monies owed to CNCSCC or failure to comply with the Club By-Laws or any resolutions or determinations made or passed by the Committee or any duly authorised committee;

(b) membership shall not be discontinued by the Committee under without the Committee first giving the accused Member an opportunity to explain the breach and/or remedy the breach; and

(c) where a Member fails, in the Committee's view to adequately explain the breach, that Member's membership shall be discontinued by the Committee giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this clause as soon as practicable.

## **6.8 Member to Re-Apply**

A Member whose membership has been discontinued:

(b) must seek renewal and re-apply for membership in accordance with this Constitution; and

(c) may be re-admitted at the discretion of the Committee. There is no right of appeal where the Committee refuses to re-admit a former Member under this clause.

## **6.9 Forfeiture of Rights**

A Member, who or which, ceases to be a Member, for whatever reason, shall forfeit all rights in, and claims upon, CNCSCC and its property and shall not use any property of CNCSCC including Intellectual Property. Any Company documents, records or other property in the possession, custody or control of that Member shall be returned to CNCSCC immediately.

## **6.10 Membership may be Reinstated**

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

## **6.11 Refund of Membership Fees**

Membership fees paid by the discontinued Member may be refunded by the Committee on a pro-rata basis to the Member upon discontinuance.

## **6.12 Membership Register**

CNCSCC shall keep and maintain a Register in which shall be entered (as a minimum):

(a) the full name, address, category of membership and date of entry to membership; and



- (b) the full name, residential address and date of entry to membership of each Director and Life Member; and
- (c) where applicable, the date of termination of membership.

Members shall provide notice of any change and required details to CNCSCC within one (1) month of such change.

### **6.13 Inspection of Register**

Having regard to the Act, confidentiality considerations and privacy laws, inspection of the Register will only be available as required by the Act. If permitted, only an extract of the Register, excluding the address or other direct contact details of any Life Member or Director, shall be available for inspection (but not copying) by Members, upon reasonable request.

### **6.14 Use of Register**

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used solely to further the Objects, in such manner as the Committee considers appropriate.

### **6.15 Other registers**

CNCSCC shall keep and maintain such other registers as may be required by the Act.

## **7. GRIEVANCES, JUDICIAL AND DISCIPLINE**

- (a) The Committee in its sole discretion may consider an allegation by a complainant which in the opinion of the Committee is not vexatious, trifling or frivolous and will act accordingly.
- (b) All Members are subject to the jurisdiction, procedures, penalties and appeal mechanisms of CNCSCC whether under the Club By-Laws or as otherwise prescribed by the Committee from time to time.
- (c) Anything not covered under this Constitution or the Club By-Laws the CNCSCC adopts the relevant policies and processes of Motorsport Australia.
- (d) If an issue or dispute is not resolved the Committee may take whatever steps it considers appropriate in regard to the dispute in the best interests of CNCSCC and the Members concerned.

## **8. THE COMMITTEE**

### **8.1 Powers of the Committee**

Subject to the Act and this Constitution, the Committee as the governing body :

- (a) are the managers of the business and affairs of the CNCSCC;
- (b) are responsible for acting in accordance with the Objects and shall operate for the benefit of the Members and the community in accordance with this Constitution and the Objects;
- (c) has the power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Club; and
- (d) may exercise all such powers and functions other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting.

## **8.2 Duties of the Committee**

- a. Under the Corporations Act, directors of a CLG have the duty to:
- (a) hold a Director Identification Number (DIN) or obtain one through the Australian Business Registry Service prior to being nominated or appointed as a Director on the Committee.
  - (b) act in good faith in the best interests of the organisation and for a proper purpose
  - (c) act with reasonable care, skill and diligence
  - (d) not improperly use their position or information they've received due to their position to gain an advantage for themselves or someone else, or to cause harm to the company
  - (e) disclose and manage conflicts of interest, and
  - (f) stop the company from continuing to trade while it can't pay its debts
  - (g) hold an Annual General Meeting as soon as possible within two calendar months of the end of financial year.
  - (h) advise ASIC within 30 days of the AGM any changes on the Committee and provide ASIC with financial information on request or penalties may apply.

## **8.3 Composition of the Committee**

i. The Committee shall comprise of nine (9) elected Directors that include:

- (a) President;
- (b) Vice President;
- (c) Club Secretary;
- (d) Treasurer; and
- (e) Five (5) other Directors including Club Captain;

ii. who must all be Individual Members and who shall be elected subject to this Constitution.

## **8.4 Nominations**

- (a) Nominations for elected Director positions shall be called on notice of the AGM at least twenty one (21) days prior to the AGM.
- (b) When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided.
- (c) Qualifications and job descriptions may be determined by the Committee from time to time.
- (d) Nominees for elected Director positions must declare any position they hold in a Region or a Club including as an officer (howsoever described including as a Delegate) or as a full time employee.

## **8.5 Form of Nomination**

Nominations must be:

- (a) in writing;

- (b) on the prescribed form provided for that purpose;
- (c) signed by two (2) qualifying Members of the Club;
- (d) certified by the nominee (who must be an Individual Member) expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to CNCSCC as directed on AGM notification and not less than two (2) days before the date fixed for the AGM.

## **9. ELECTIONS**

- (a) If the number of nominations received for the Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Committee, then those nominated may be declared elected only if approved by the majority of Members present and entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Committee, or if a person is not approved by the majority of Members present, the positions will be deemed casual vacancies.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Committee.
- (d) Voting shall be conducted by secret ballot and otherwise in such manner and by such method as may be determined by the Committee from time to time.
- (e) The chairman shall have a casting vote in addition to his vote as a member in the event of two or more candidates obtaining an equal number of votes.

### **9.1 Term of Appointment for Elected Directors**

- (a) Directors shall be elected in accordance with this Constitution annually, and subject to this Constitution, shall hold office from the conclusion of the AGM at which they were elected until the conclusion of the next following AGM.
- (b) Directors may be re-elected.

### **9.2 Casual Vacancies**

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the vacated Director's term under this Constitution.

### **9.3 Grounds for Termination of Director**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with her creditors generally;
- (c) after reasonable consideration by the Committee, is determined by the Committee to have become Incapacitated and the Committee reasonably expects the Director will remain Incapacitated for a period exceeding 3 months, provided always that:

- (i) the Director is first given the opportunity to make written or oral submissions to the Committee before a determination is made; and
- (ii) any determination made under this clause shall be made with the Directors acting reasonably; or
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (e) resigns their office in writing to CNCSCC;
- (f) is absent without the consent of the Committee from meetings of the Committee held during a period of six (6) months;
- (g) holds any office of employment with CNCSCC;
- (h) is directly or indirectly interested in any contract or proposed contract with CNCSCC and fails to declare the nature of her interest;
- (i) in the reasonable opinion of the Committee (but subject always to this Constitution and the Act) has:
  - (iii) acted in a manner unbecoming or prejudicial to the Objects and interests of CNCSCC; or
  - (i) brought themselves or CNCSCC into disrepute;
  - (j) is otherwise removed under the Act; or
  - (k) would otherwise be prohibited from being a director of a corporation under the Act.

#### **9.4 Committee May Act**

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

## **10. MEETINGS OF THE COMMITTEE**

### **10.1 Committee to Meet**

The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time by a request to the Club Secretary convene a meeting of the Committee within a reasonable time.

### **10.2 Decisions of Committee**

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Committee.

All Directors shall have one (1) vote on any question. Where the majority cannot agree on an issue then the issue should be forfeited.

### **10.3 Resolutions not in Meeting**

(a) A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid

and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.

(b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the Directors is not physically present at the meeting, provided that all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone, video or other form of communication.

(c) Any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there present. If no Director is there present, the meeting shall be deemed to be held at the place where the chair of the meeting is located.

#### **10.4 Quorum**

At meetings of the Committee the number of Directors whose presence is required to constitute a quorum should be, at least, one more than half of the Directors in office. A quorum must remain present throughout the meeting.

#### **10.5 Chair**

The Committee shall appoint a chair from amongst its number. The chair shall be the nominal head and will act as chair of any Committee meeting or General Meeting at which they are present. If the chair is not present, or is unwilling or unable to preside at a Committee meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

#### **10.6 Leave of Absence**

(a) The Board may grant a Director leave of absence from Board meetings for a period not exceeding three months.

(b) The Board must not grant leave of absence retrospectively unless it is satisfied that it was not feasible for the Director to seek the leave in advance.

#### **10.7 Directors' Interests**

A Director is disqualified by holding any place of profit or position of employment in CNCSCC or in any company or incorporated association in which CNCSCC is a shareholder or otherwise interested or from contracting with CNCSCC either as vendor, purchaser or otherwise except with express resolution of approval of the Committee. Any such contract or any contract or arrangement entered into by or on behalf of CNCSCC in which any Director is in any way interested will be void unless approved by the Committee.

#### **10.8 Conflict of Interest**

A Director shall declare their interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter;
- (d) financial matter; or
- (e) other matter;

in which a conflict of interest arises or may arise, and shall absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee, or if this is not possible, the matter shall be adjourned or deferred.

### **10.9 Disclosure of Interests**

(a) The nature of the interest of such Director must be declared by the Director at the meeting of the Committee at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Committee after the acquisition of the interest. If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Committee held after the Director becomes so interested.

(b) All disclosed interests must also be disclosed to each AGM.

### **10.10 General Disclosure**

A general notice that a Director is a member of any specified firm or company and that they are interested in all transactions with that firm or company is sufficient declaration as regards such Director and the said transactions. After such general notice it is not necessary for the Director to give a special notice relating to any particular transaction with that firm or company.

### **10.11 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director must be recorded in the minutes of the relevant meeting, any applicable register and the otherwise in accordance with the Act.

## **11. CLUB SECRETARY**

### **11.1 Role of Club Secretary**

The shall act as Chief Executive Officer and shall administer and manage CNCSCC in accordance with the Act and this Constitution.

### **11.2 Specific Duties**

The Club Secretary shall:

- (a) unless otherwise directed by the Committee, as far as practicable attend all Committee meetings and all General Meetings;
- (b) prepare the agenda for all Committee and General Meetings;
- (c) record and prepare minutes of the proceedings of all Committee meetings and General meetings, and shall use their best endeavours to distribute minutes of General Meetings to Regions and Clubs promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, CNCSCC.

### **11.3 Committee Power to Manage**

Subject to the Act, this Constitution, the Club By-Laws and any policy directive of the Committee, the Club Secretary has power to perform all such things as appear necessary or desirable for the proper management and administration of CNCSCC.

No resolution passed by CNCSCC in General Meeting shall invalidate any prior act of the Club Secretary or the Committee which would have been valid if that resolution had not been passed.

## **12. DELEGATIONS**

### **12.1 Committee may Delegate Functions**

- (a) The Committee may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out specific duties and functions.
- (b) The Committee will determine what powers these delegates or special committees are given.
- (c) In exercising its power under this clause the Committee should take into account broad stakeholder involvement and where possible gender diversity.
- (d) The delegation must be recorded in the Clubs minutes.
- (e) The Committee may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Committee may also amend or repeal any decision made by such body or person.
- (f) In the establishing instrument, the Committee may delegate such functions as are specified in the instrument, other than the power of delegation and a function imposed on the Committee or the Club Secretary by the Act or any other law, or this Constitution.

### **12.2 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Committee.

The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Committee from time to time.

## **13. ANNUAL GENERAL MEETING**

- (a) The AGM must be held at least once in each calendar year and as soon as possible within 5 months after the end of the CNCSCC financial year.
- (b) The AGM is to be held in addition to any other meetings held by the Club in the year.
- (c) Notice of the AGM must be sent out at least 21 Days prior to the AGM and notification must include Nomination Forms.
- (d) The AGM shall be held on a date and at a venue to be determined by the Committee.
- (e) All Nominations are to close no later than 48hrs prior to the AGM.
- (f) All General Meetings other than the AGM shall be SGMs and shall be held in accordance with this Constitution.

Notice of an SGM shall be given in the manner and form authorised in this constitution.

## **14. GENERAL MEETINGS**

The Committee may, whenever it thinks fit, convene a General Meeting.

The manner of calling a General Meeting and the procedure followed are usually the same as for an AGM, although the business to be conducted will be different.

The notice of a general meeting must specify:

- (a) the place, date and time of the meeting
- (b) the nature of the business to be transacted at the meeting, and
- (c) if a special resolution is proposed, the notice must also set out the terms of the resolution and a statement that it is intended to be passed as a special resolution.

Notice of every General Meeting shall be given in the form authorised in this constitution.

## **15. SPECIAL GENERAL MEETINGS**

- (a) The Club Secretary must on the requisition in writing of not less than five percent (5%) of voting Members convene a SGM.
- (b) The requisition for a SGM shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to CNCSCC. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisitions.
- (c) If the Club Secretary does not cause a SGM to be held within one (1) month after the date on which the requisition is sent to CNCSCC, the Members making the requisition, or any of them, may convene a SGM to be held not later than three (3) months after that date.
- (d) A SGM convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Committee.

Notice of an SGM shall be given in the manner form authorised in this constitution.

## **16. BUSINESS**

- (a) The business to be transacted at the AGM includes the consideration of accounts, the reports of the Committee and the election of Directors under this Constitution and subject to the requirements of the Act.
- (b) All business that is transacted at a General Meeting, with the exception of those matters to be transacted at the AGM, shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

## **17. PROCEEDINGS AT GENERAL MEETINGS**

### **17.1 Notices Of Motion**

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Club Secretary not less than thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting.

### **17.2 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be 10% of Members.

### **17.3 Chair to preside**

The chair of the Committee shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) in relation to any election for which the chair is a nominee; or



- (b) where a conflict of interest exists.

If the chair is not present, or is unwilling or unable to preside the Delegates present shall appoint another Director to preside as chair for that meeting only.

#### **17.4 Adjournment of Meeting**

(a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until 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 chair 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 will lapse.

(b) The chair 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.

(c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(d) Except as provided in the previous clause it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

#### **17.5 Voting At General Meetings**

(a) Each Member shall be entitled to one (1) vote at General Meetings.

(b) The Directors and Committee shall have no right to vote at General Meetings.

(c) Where voting at General Meetings is equal the motion will be lost.

#### **17.6 Voting Procedure**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

(d) the chair; or

(e) a simple majority of Delegates on behalf of their Members.

#### **17.7 Recording of Determinations**

Unless a poll is demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of CNCSCC shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

#### **17.8 Where Poll Demanded**

If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

#### **1.1 Procedural irregularities**

(f) No decision of CNCSCC, the Committee or any Committee authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Club By-Laws or other

irregularity in procedure required by this Constitution or the Club By-Laws unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.

(g) CNCSCC, the Committee or other Committee authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

### **17.9 Postal or Electronic Voting**

No motion shall be determined by a postal or electronic ballot unless determined by the Committee. If the Committee so determines, the postal or electronic ballot shall be conducted under procedures determined by the Committee from time to time.

### **17.10 Proxy Voting**

(a) Proxy voting shall be permitted at all General Meetings provided a proxy form approved by the Committee, has been duly completed, exercised and lodged with the Club Secretary.

(b) If a member requests a Proxy voting form, the Club Secretary must send the form to all members who are entitled to appoint a proxy and vote at the meeting.

(c) No Member entitled to vote shall exercise more than one (1) proxy vote at any one (1) time.

(d) A Delegate shall be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as they think fit.

(e) Proxy forms must be received by the company at the address stated in the notice at least 48 hours before a meeting.

## **18. RECORDS AND ACCOUNTS**

### **18.1 Records**

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

### **18.2 Records Kept in Accordance with Act**

(a) Proper accounting and other records of CNCSCC including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the Club Secretary.

(b) Subject to the Act, the Committee may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of CNCSCC will be open for inspection by the Members. In making a determination under this clause the Committee may take into account any relevant privacy or confidentiality matter(s).

### **18.3 Company to Retain Records**

CNCSCC shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

### **18.4 Committee to Submit Accounts**

The Committee shall submit to the Members at the AGM the statements of account of CNCSCC in accordance with this Constitution and the Act.

### **18.5 Accounts Conclusive**

The statements of account when submitted to an AGM shall be conclusive except as regards any error discovered in them within three months (3) after the AGM.

### **18.6 Accounts to be available to Members**

The Club Secretary shall ensure all persons entitled to receive notice of AGMs under this Constitution, receive or have access to a copy of the statements of account, the Committee's report, and every other document required under the Act (if any).

### **18.7 Negotiable Instruments**

All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to CNCSCC, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors or in such other manner as the Committee determines.

## **19. AUDITOR AND FINANCIAL REPORTING**

As a small company limited by guarantee the CNCSCC does not have to prepare a financial report, prepare a directors' report, appoint an auditor or have a financial report audited or reviewed unless they are asked to do so by a member or the Australian Securities and Investment Commission (ASIC).

## **20. INCOME**

(a) Income and property of CNCSCC shall be:

- (i) derived from such sources; and
- (ii) managed in such manner;

as the Committee determines from time to time subject always to the Act and this Constitution.

(b) The income and property of CNCSCC shall be applied solely towards the promotion of the Objects.

(c) Except as prescribed in this Constitution or the Act:

- (i) no portion of the income or property of CNCSCC shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Director; and
- (ii) no remuneration or other benefit in money or money's worth shall be paid or given by CNCSCC to any Member who holds any office of CNCSCC.

(d) Nothing in the previous two clauses shall prevent payment in good faith of or to any Member for:

- (i) any services actually rendered to CNCSCC whether as an employee, Director or otherwise;
- (ii) goods supplied to CNCSCC in the ordinary and usual course of operation;
- (iii) interest on money borrowed from any Member;
- (iv) rent for premises demised or let by any Member to CNCSCC;

(v) any out-of-pocket expenses incurred by the Member on behalf of CNCSCC;

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

## **2. DISTRIBUTION OF PROPERTY ON WINDING UP**

Subject to this Constitution CNCSCC may be wound up or cancelled in accordance with the Act.

If upon winding up or cancellation of CNCSCC there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members.

Instead, the assets or property shall be given or transferred to another organisation(s) that has objects similar to the Objects.

Such organisation(s) must prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on CNCSCC by this Constitution.

Such organisation(s) will be determined by the Members in General Meeting at or before the time of winding up or cancellation.

If this does not occur, the decision is to be made by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

## **3. CLUB BY-LAWS**

### **3.1 Committee to Formulate Club By-Laws**

(a) The Committee may formulate, issue, adopt, interpret and amend such Club By-Laws for the proper advancement, management and administration of CNCSCC, the advancement of the Objects and Motorsport in New South Wales.

(b) Club By-Laws must be consistent with the Constitution, Motorsport Australia Constitution, any regulations made by Motorsport Australia and any policy directives of the Committee.

### **3.2 Club By-Laws Binding**

All Club By-Laws are binding on CNCSCC and all Members.

### **3.3 Changes Binding on Members**

Amendments, alterations, interpretations or other changes to Club By-Laws shall be advised to Members by such means as are determined and approved by the Committee from time to time and prepared and issued by the Club Secretary. All changes are binding on all Members.

### **3.4 Operation of Constitution**

CNCSCC and the Members acknowledge and agree:

(a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Motorsport are to be conducted, promoted, encouraged, advanced and administered throughout New South Wales and;

(b) to ensure the maintenance and enhancement of Motorsport, its standards, quality and reputation for the benefit of the Members and Motorsport;

(c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Motorsport and its maintenance and enhancement;

- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of Motorsport and the Members; and
- (f) that should a Member including but not only Clubs have governance, administrative, operational or financial difficulties the Committee may act (but is not obliged) to assist the Member in whatever manner the Committee considers appropriate.

## **4. CONSTITUTION**

### **4.1 Constitution of CNCSCC**

This Constitution will clearly reflect the objects of the CNCSCC, subject to any requirements in the Act or the Motorsport Australia Constitution, and at least to the extent of:

- (a) the objects of CNCSCC;
- (b) the structure and membership categories of CNCSCC;
- (c) recognising Motorsport Australia as the national peak body for Motorsport in NSW and Australia;
- (d) such other matters as are required to give full effect to the Motorsport Australia Constitution.

Anything not covered under this Constitution or the Club By-Laws the CNCSCC adopts the relevant policies and processes of Motorsport Australia.

### **4.2 Operation of the Constitution**

- (a) The CNCSCC will take all steps to ensure this Constitution is amended in conformity with future amendments made to the Motorsport Australia Constitution, subject to any prohibition or inconsistency in the Act.
- (b) The CNCSCC acknowledges and agrees that Motorsport Australia has power to veto any provision in its Constitution which, in Motorsport Australia's opinion, is contrary to the objects of Motorsport Australia.
- (c) The Club will otherwise comply with the Motorsport Australia Constitution.
- (d) The Club must provide a current copy of the constitution to any member who requests it within seven days. If a paper copy is requested and a fee is charged, the constitution must be provided within seven days of payment.

### **4.3 The Corporations Act 2001 Act**

The Corporations Act 2001 (Corporations Act) overrides any clauses in this Constitution which are inconsistent with that Act.

### **4.4 Alteration of Constitution**

- (a) The Constitution of the CNCSCC shall not be altered except by Special Resolution in accordance with the Act, and in compliance with all other procedures under the Act (if any).

## **5. NOTICE**

- (a) Notices may be given by CNCSCC to any person entitled under this Constitution to receive any notice by sending the notice via:

- (i) pre-paid post; or
  - (ii) facsimile transmission; or
  - (iii) electronic mail;
  - (iv) to the Member's registered address or facsimile number or electronic mail address, or in the case of a Delegate, to the last notified address, facsimile number or electronic mail address; or
  - (v) prominently posting the notice on CNCSCC's website.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail or by posting the notice on CNCSCC's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

## **6. INDEMNITY**

- (a) Every Director, officer and employee of CNCSCC shall be indemnified out of the property and assets of CNCSCC against any liability incurred by them in their capacity as Director, officer or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) CNCSCC shall indemnify its Directors, officers and employees against all damages and losses (including legal costs) for which any such Director, officer or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
- (ii) in the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of CNCSCC; and
  - (iii) in the case of an employee, performed or made in the course of, and within the scope of their employment by CNCSCC.