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**Corporations Law
A Company Limited by Guarantee**

ARTICLES OF ASSOCIATION

OF

Q SQUASH LTD

ACN 080 596 283

1 INTERPRETATION

1.1 Definitions

In these Articles of Association:

“Affiliated Centre” means a Squash Centre accepted as an Affiliated Squash Centre as provided for in Article 4.1;

“Articles” means these Articles of Association of the Company as amended from time to time;

“Associate Centre” means a Squash Centre registered as an Associate Centre as provided for in Article 4.2;

“Board” or “Board of Directors” means the Directors of the Company elected or appointed pursuant to these Articles of Association;

“By-Laws” means the By-Laws of the Company prescribed pursuant to Article 13, as amended from time to time;

“Centre” or “Squash Centre” means any property consisting of one or more Squash courts let out or hired to members of the public for consideration, whether such centres are privately owned or otherwise;

“Club” means any body, group or association of persons, whether incorporated or unincorporated, formed for, among other things, the promotion and playing of squash at a squash centre by, and/or to represent, members of that body, group or association;

“Commonwealth of Australia” means all the States, Territories and Trust Territories of the Commonwealth of Australia unless the context otherwise requires;

“Company” means Q Squash Ltd;

“Delegate” means a person elected or appointed as a Delegate as provided for in Article 4;

“Law” means the Corporations Law and any statutory modification or enactment thereof;

“League” or “league or association” means any league, association, club or other body or person or group of persons or bodies which conducts an organised form of Squash;

“Member” means a person or body duly elected, appointed or otherwise being or becoming a Member of the Company under these Articles and for the time being remaining a Member;

“Memorandum” means the Memorandum of Association;

“Operator”, in relation to a Squash centre, means the person, firm, or organisation entitled to the control and management of the centre and where the centre is under lease, means the lessee but does not include an employed manager;

“Registered Centre” means a Squash Centre registered as a Registered Centre as provided for in Article 4.3;

“Seal” means the common seal of the Company;

“Secretary” means, except in the phrase ‘Secretary of the Region’, any person appointed to perform the duties of a secretary of the Company and includes an honorary secretary;

“Special Resolution” means a resolution which has been passed by a majority which includes not less than three-fourths of the votes cast by such Members as being entitled to do so, and the affirmative votes of a majority of Ordinary and Associate Members present at a General Meeting of which not less than twenty-one (21) days notice specifying the intention to propose the resolution as a Special Resolution, shall have been given;

“Squash” means the international game of Squash as defined by the World Squash Federation (WSF) rules and regulations;

“Squash Plus Centre” means a Squash Centre registered as a Squash Plus Centre as provided for in Article 4.4;

“State” means the State of Queensland;

“Squash Australia” means Squash Australia Limited;

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

Words importing the singular include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender as the case may require.

Words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Law.

2 MEMBERSHIP

2.1 Classes of Members

2.1.1 The membership of the Company shall consist of ordinary members, associate members and honorary life members.

2.1.2 The Ordinary Members shall be:-

- (a) those persons who are Regional Councillors for the time being, and
- (b) directors for the time being who are not Regional Councillors.

2.1.3 Associate members shall be incorporated or unincorporated organisations or persons associated with the game of Squash that have contributed to or have been involved with the development or administration of the sport at a State level in Queensland admitted to membership in accordance with Article 2.3.

2.1.4 Honorary life members shall be persons upon whom the Company in general meeting has conferred honorary life membership in accordance with Article 2.4.

2.2 Ordinary Members

2.2.1 The rights and obligations of Ordinary Members shall be those rights and obligations as are conferred or imposed upon them under the Memorandum, these Articles and the By-Laws and shall include, but without limitation, the following rights and obligations:-

- (i) the right to attend and speak at general meetings of the Company;
- (ii) the right to vote at general meetings of the Company;
- (iii) the obligation to pay Membership Fees as determined in accordance with Article 2.9;
- (iv) the obligation to comply with the Memorandum, these Articles and the By-Laws.

2.3 Associate Members

2.3.1 The conditions for eligibility of Associate Members shall be such as the Company in General Meeting shall from time to time prescribe. Associate Members shall be represented at General Meetings by a natural person, nominated by the organisation, **provided that** it shall inform the Board from time to time of the name of its representative. There shall not be more than five Associate Members at any one time.

2.3.2 Every applicant for Associate Membership of the Company shall be proposed by one and seconded by another Member of the Company to both of whom the applicant shall be personally known. The application for membership shall be made in writing, signed by the applicant and his proposer and seconder and shall be in such form as the Board from time to time prescribes.

2.3.3 At the next General Meeting of the Company after the receipt of any application for Associate Membership, such application shall be considered by the Company, which

shall thereupon determine upon the admission or rejection of the applicant. In no case shall the Company be required to give any reason for the rejection of an applicant.

2.3.4 When an applicant has been accepted or rejected for Associate Membership, the Secretary shall forthwith send to the applicant written notice of his acceptance or rejection.

2.3.5 The rights and obligations of Associate Members shall be those rights and obligations as are conferred or imposed upon them under the Memorandum, these Articles and the By-Laws and shall include, but without limitation, the following rights and obligations:-

(v) the right to attend and speak at General Meetings of the Company;

(vi) the right to vote at General Meetings of the Company;

(vii) the obligation to pay Membership Fees as determined in accordance with Article 2.9;

(viii) the obligation to comply with the Memorandum, these Articles and the By-Laws.

2.4 Honorary Life Members

2.4.1 The Company in General Meeting may, from time to time, confer Honorary Life Membership upon any person who, in the opinion of the Company in General Meeting, has conferred long honourable and substantial service to the game of Squash or to the Company, **provided that** the total number of Honorary Life Members shall not exceed 25 living persons at any one time.

2.4.2 Nominations for the election to Honorary Life Membership shall be in writing in such form as the Board determines and shall be signed by one Member as the proposer and another Member as the seconder.

2.4.3 Nominations for election to Honorary Life Membership shall be forwarded to the Secretary who shall then forward the nomination to the Board for its consideration.

2.4.4 The Board shall consider the nomination for Honorary Life membership as soon as reasonably practicable after receipt of the nomination from the Secretary and shall make a written recommendation about the nomination to the Company in General Meeting.

2.4.5 The Company in General Meeting may confer Honorary Life Membership on a person who has been nominated for such Membership in accordance with this Article 2.4 by way of special resolution.

2.4.6 The rights and obligations of Honorary Life Members shall be the following rights and obligations:

(i) the right to attend General Meetings of the Company and to participate in any debate, but an Honorary Life Member shall have no power to vote unless, at the same time, he is an Ordinary Member of the Company being elected or nominated in accordance with these Articles and the By-Laws;

- (ii) the right of access to functions or activities conducted by or for the Company upon such terms and conditions as the Board determines from time to time;
- (iii) an Honorary Life Member shall not be obliged to pay Membership Fees as determined in accordance with Article 2.9, Affiliation Fees or other fees or subscriptions to the Company.

2.5 Patron

- 2.5.1** The Board may appoint a Patron until the end of the next Annual General Meeting.

2.6 Documentation of Membership

- 2.6.1** A person is not eligible to be elected or appointed to be a Regional Councillor, or to be elected or appointed to be a Director, or to be elected to be or appointed to be or to be a Member (as the case may be) unless he or she has signed a document addressed to the Company and being in such form as the Board may from time to time prescribe.
- 2.6.2** Each such person shall state in the document referred to in Article 2.6.1, that person's agreement to being admitted as a Member of the relevant Class and to be bound by the Memorandum, these Articles and the By-Laws.

2.7 Register of Members

- 2.7.1** The Board shall cause a register to be kept in which shall be entered the names and addresses and classifications of all Members of the Company and the dates of their admission.
- 2.7.2** Particulars of resignations, terminations and reinstatements of Membership and any further particulars as the Board or the Company in General Meeting may require from time to time, shall also be entered into the register.
- 2.7.3** The register shall be open for inspection at all reasonable times by any Member who has previously applied to the President or Secretary for such inspection.
- 2.7.4** A written record shall be kept of all nominations of representatives of Members who are not natural persons.

2.8 Duration and Termination of Membership

- 2.8.1** Every Member shall remain a Member until the Membership of that Member is terminated in accordance with this Article 2.8.
- 2.8.2** Membership (and hence the position of Regional Councillor if the member is a Regional Councillor) shall be terminated in any of the following ways, namely:
- (a) by death of the Member or by resignation in writing from the Member to the Company at its registered office or, if the member is a Regional Councillor, to any office-bearer of the Regional Council of which the Member is a Regional Councillor;

- (b) where a Member is a Regional Councillor, ipso facto, upon ceasing to be a Regional Councillor;
- (c) where a Member is a Director who is not a Regional Councillor, ipso facto, upon ceasing to be a Director;
- (d) ipso facto, by resolution of the Board or the Company in General Meeting as provided for in Article 2.8.4.

2.8.3 A Member whose Membership has been terminated shall, notwithstanding such termination:-

- (a) be liable to pay all sums of money due by that person to the Company, in the event of the Company in General Meeting at its direction requiring such payment; and
- (b) not be entitled to receive any refund in respect of Membership Fees, Affiliation Fees and other sums of money paid to the Company.

2.8.4 (a) If a Member shall commit a breach of these Articles or the By-Laws or shall be guilty of dishonourable practices or conduct derogatory to the game of Squash or which is not in the best interests of Squash or the Company or its Members, the Board may, in its absolute discretion, resolve by a majority of two thirds of those present and voting (such vote to be taken by secret ballot), to censure, fine, suspend or terminate the Membership of such Member, **provided that:**

- (i) at least three weeks before the meeting of the Board at which such a resolution is to be considered, the Member shall have had notice of such meeting and of what is alleged against the Member and of the intended resolution and that the Member shall, at such meeting and before the passing of such resolution, have had an opportunity of giving, orally or in writing, any explanation the Member may think fit; and
 - (ii) any such Member may, by notice in writing lodged with the Secretary at least 24 hours before the time for holding the meeting at which such a resolution is to be considered by the Board, elect to have the question dealt with by the Company in General Meeting.
- (b) Where Article 2.8.4(a)(ii) applies, a General Meeting of the Company shall be called as soon as reasonably practicable for the purpose provided for in Article 2.8.4(a), and if, at that meeting, such a resolution is passed by a majority of two thirds of those present and voting (such vote to be taken by secret ballot), the Member concerned shall be punished accordingly and in the case of a resolution for expulsion, the Member shall be expelled.
 - (c) Termination of Membership of a Member under this Article 2.8.4 shall be without prejudice to the rights of the Company under these Articles or the By-Laws or arising by reason of the acts or omissions of the Member whose Membership has been so terminated.

2.9 Membership Fees

- 2.9.1** Except as otherwise provided by these Articles or the By-Laws, every Ordinary Member and Associate Member shall pay to the Company, a Membership Fee on an annual or other basis, which shall be of such amount and payable at such times as is prescribed from time to time by the By-Law or failing any By-Law in that respect, as shall be determined by a General Meeting from time to time.
- 2.9.2** The Membership Fee payable by a Member in accordance with these Articles or the By-Laws shall entitle a Member to all the rights of the relevant Class of Membership in which the Member is included as are conferred by these Articles or the By-Laws, provided that if no such Membership Fee is required by these Articles or the By-Laws to be paid by Members of a Class of Members, then such Members shall, in any event, be entitled to all the rights of the relevant Class of Members in which the Member is included as are conferred by these Articles and/or By-Laws.

3 PLAYER AFFILIATION

- 3.1** All persons playing or participating in organised squash in Queensland shall affiliate with the Company.
- 3.2** For the purposes of this Article, “organised squash” means:
- (a) competition Squash, whether played between clubs, centres, associations or other bodies, or within a club or centre;
 - (b) Squash played in tournaments;
 - (c) Squash coaching or practice sessions where there is more than one player being coached or practising on a court at the same time; and
 - (d) any other Squash activity prescribed for this purpose from time to time by the Board.
- 3.3** The Board may impose player affiliation fees that shall include components set by the Regional Councils for players in their respective Regions. The Board shall collect the whole of the affiliation fees and shall ensure that the Regional components of the player affiliation fees are remitted regularly to the Regions of the players from whom they have been collected.
- 3.4** The Board may from time to time make rulings on the application or otherwise of this Article to a particular Squash activity or to a particular person or class of persons.
- 3.5** The Board may waive in whole or in part the application of this Article to players visiting Queensland from other States of Australia or from overseas.
- 3.6** The Board may, with the agreement of the organisation administering Squash in the State of New South Wales;
- (a) make special arrangements for the affiliation of players from centres in New South Wales who participate in Squash competitions in Queensland; and/or

- (b) waive in whole or in part the application of this Article to residents of New South Wales who are affiliated or registered with the above-mentioned organisation in accordance with its constitution, by-laws or rules and who participate in Squash competition in Queensland.

3.7 The Board may make By-Laws giving effect to this Article generally, and in particular imposing player affiliation fees, providing for the administration of the affiliation scheme, requiring leagues and associations, clubs and centre operators, and regions to take such actions as are necessary to give effect to the scheme, and providing for penalties where persons or bodies fail to comply with lawful requirements under these Articles, By-Laws or rulings made in accordance with them.

3.8 The Board shall endeavour to provide a wide range of benefits to players affiliating with the Company, including player accident insurance and shall from time to time publish details of the benefits to which affiliated players are entitled.

4. AFFILIATED, ASSOCIATE AND REGISTERED BODIES

4.1 Affiliated Centres

4.1.1 (a) The operator of any squash centre in Queensland:

- (i) at which 80%, or some other percentage prescribed in By-Laws, of the players required under Article 3 to affiliate with the Company are affiliated at all times; and
- (ii) of which the centre operator or his or her nominee states in writing to the Board that the centre will make every effort to have all players at that centre required under Article 3 to affiliate with the Company affiliated, and will be bound by and comply with the Memorandum, these Articles and the By-Laws,

may apply in writing to the Board for that centre to be an Affiliated Centre.

- (b) The Board shall review and consider every application for affiliation promptly and in doing so, shall request the Regional Council responsible for the Region in which the applicant centre operator's squash centre is located, to make a recommendation about the application for affiliation by that applicant.
- (c) The Board may, in its absolute discretion, accept an application for affiliation from a centre operator, or otherwise reject the application.
- (d) The Board shall notify the applicant centre operator of its decision in relation to his or her application for affiliation.
- (e) If the Board of Directors rejects an application made by a centre operator in accordance with Article 4.1.1, the applicant may apply, by way of appeal, within one month of being notified by the Board of Directors of its decision under Article 4.1.1(d), to the Company in General Meeting for reconsideration of the application for affiliation as an Affiliated Centre, in which case the Company in General Meeting may, following the procedure set out in Article 4.1.1 in relation to the making of applications and the acceptance or rejection of applications (so

far as the same are capable of application), accept or reject the application in its absolute discretion and shall notify the applicant centre operator of its decision.

- (f) Where the Board or the Company in General Meeting accepts an application for affiliation, the centre of the applicant centre operator will become an Affiliated Centre of the Company.

4.1.2 An operator of an Affiliated Centre shall, within one month of its becoming an Affiliated Centre, provide to the Secretary details of its players who are required to affiliate in such form as the Secretary may require and thereafter, on a quarterly basis, provide to the Secretary up to date details of such players from time to time.

4.1.3 (a) Subject to Article 4.1.3(b), in the event that the operator of an Affiliated Centre:

- (i) is guilty of dishonourable practices or conduct derogatory to the game of Squash or conduct which is not in the best interests of the Company or its Members;
- (ii) fails to comply with the Memorandum, these Articles or the By-Laws (so far as the same are applicable),

then the Board may, in its absolute discretion, resolve by a majority of two thirds of those present and voting (such vote to be taken by secret ballot), to cancel the affiliation of such Affiliated Centre, in which case that centre shall cease to be an Affiliated Centre, but without prejudice to the rights of the Company under these Articles or the By-Laws or arising by reason of the acts or omissions of the Affiliated Centre or its operator.

- (b) Where the Board is to consider a resolution referred to in Article 4.1.3(a), the following matters shall apply:-

- (i) at least 3 weeks before the meeting of the Board at which such a resolution is to be considered, the operator of the Affiliated Centre shall have had notice of such meeting and what is alleged against him or her and of the intended resolution and the representatives of the operator of the Affiliated Centre (not having been or being members of the legal profession) shall, at such meeting and before the passing of such resolution, have had an opportunity of giving, orally or in writing, any explanation they may think fit; and
- (ii) the operator of any such Affiliated Centre may, by notice in writing lodged with the Secretary at least 24 hours before the time for holding the meeting at which such a resolution is to be considered by the Board, elect to have the question dealt with by the Company in General Meeting.

- (c) Where Article 4.1.3(b)(ii) applies, a General Meeting shall be called as soon as reasonably practicable for the purpose provided in Article 4.1.3(b), and if, at the meeting, such a resolution is passed by a majority of two thirds of those present and voting (such vote to be taken by secret ballot), the affiliation of that Affiliated Centre shall be cancelled, whereupon the centre shall cease to be an Affiliated Centre, but without prejudice to the rights of the Company under these Articles or

the By-Laws or arising by reason of the acts or omissions of that Affiliated Centre or its operator.

- 4.1.4** (a) Upon a centre becoming an Affiliated Centre, the operator of that Affiliated Centre and its players shall, so far as the same are applicable, be bound by and shall comply with the Memorandum, these Articles and the By-Laws.
- (b) The operator of an Affiliated Centre shall use his or her best endeavours to ensure that its players comply with the Memorandum, these Articles and the By-Laws, including but without limitation, provisions relating to the payment of fees and other sums of money imposed by the Company on players at the Affiliated Centre.
- (c) In the event of a player at an Affiliated Centre failing to comply with the Memorandum, these Articles and the By-Laws, the operator of the Affiliated Centre shall take appropriate action against that player and shall provide the Secretary with details of the player concerned, the nature of the default by that player and the action taken against that player by the operator of that Affiliated Centre in that regard.
- 4.1.5** (a) Players of an Affiliated Centre shall, upon their becoming affiliated with the Company in accordance with Article 3, be Affiliated Players of the Company, but shall not be Members, and consequently, shall not be conferred or imposed with the rights and obligations of Membership.
- (b) Operators of Affiliated Centres shall pay to the Company annual affiliation and other fees, which shall be of such amount and payable at such times as may be prescribed by the By-Laws from time to time, or failing any By-Law in that respect, as determined by the Board or a Regional Council.
- (c) The operator of an Affiliated Centre whose affiliation with the Company has been cancelled or terminated for any reason shall, notwithstanding such cancellation or termination:-
- (i) be liable to pay all sums of money due by him or her to the Company, in the event of the Board at its discretion requiring such payment; and
- (ii) not be entitled to receive any refund in respect of annual affiliation and other fees, Player Affiliation Fees and other sums of money paid to the Company.
- 4.1.6** (a) The operator of an Affiliated Centre shall be entitled to appoint to the Regional Assembly which is responsible for the Region in which it is located, a person to act as his or her Delegate on the relevant Regional Assembly and shall from time to time notify in writing the Regional Council the name, address and such other details of the Delegate as may be prescribed by the Board, and may remove any such Delegate.
- (b) If the operator of an Affiliated Centre is a natural person, he or she is entitled to act as his or her own Delegate to the Regional Assembly and shall notify in writing the Regional Council if he or she is so acting.

- 4.1.7** (a) The Secretary shall provide to each Affiliated Centre a copy of the Memorandum, these Articles and the By-Laws and of any amendments made to those documents (for such fee as the Board determines), provided that upon an Affiliated Centre ceasing to be an Affiliated Centre, the operator of that Affiliated Centre shall forthwith return all copies of those documents (as amended) which are in its possession or the possession of its players.
- (b) All documents referred to in Article 4.1.7(a) shall at all times be the property of the Company.
- 4.1.8** A register of Affiliated Centres shall be maintained by the Secretary and shall contain such details as the Board of Directors may from time to time prescribe.
- 4.1.9** (a) The player body which represents affiliated players at an Affiliated Centre referred to herein as the Player Representative Body, shall be entitled to elect or appoint to the Regional Assembly which is responsible for the Region in which that centre is located, to act as its Delegate on the relevant Regional Assembly and shall from time to time notify in writing the Regional Council the name, address and such other details of the Delegate as may be prescribed by the Board, and may remove such Delegate, and may remove such Delegate.
- (b) Where there is a club or association which adequately represents the affiliated players at an Affiliated Centre, that club or association shall be the Player Representative Body for the purposes of Article 4.1.9(a).
- (c) Where Article 4.1.9(b) does not apply, the affiliated players in a general meeting shall be the Player Representative Body for the purposes of Article 4.1.9(a).
- 4.1.10** Affiliated Centres and their operators, clubs or associations at those centres, and affiliated players at those centres shall be entitled to all the benefits which the Company provides for such centres, operators, clubs, associations and players.

4.1 Associate Centres

- 4.2.1** The Board may register as an Associate Centre any squash centre in Queensland which is not an Affiliated Centre in accordance with Article 4.1 but at which 50%, or some other percentage prescribed in By-Laws, or more of the players required under Article 3 to affiliate with the Company are so affiliated.
- 4.2.2** The Board may determine the obligations, rights and benefits of an Associate Centre, its operator, clubs or leagues or associations at that centre, and affiliated players at that centre.

4.3 Registered Centres

- 4.3.1** The Board may register as a Registered Centre any squash centre in Queensland which is not an Affiliated Centre or an Associate Centre and the Board may determine the obligations, rights and benefits of a Registered Centre, its operator, clubs or associations at that centre, and affiliated players at that centre.

4.4 Squash Plus Centres

- 4.4.1** The Board may register as a Squash Plus Centre any squash centre in Queensland which has entered into an agreement with Squash Australia Limited to be, and is, a Squash Plus Centre and the Board may determine the obligations, rights and benefits of a Squash Plus Centre, its operator, clubs or leagues or associations at that centre, and affiliated players at that centre.

4.5 Leagues

- 4.5.1** The Board may register any League which operates in Queensland.

- 4.5.2** A registered League shall:

- (a) from time to time notify in writing the Company, the name, address and such other details of its representative as may be prescribed by the Board;
- (b) forward to the Board a copy of its constituent documents, if any and from time to time amendments to those documents;
- (c) forward to the Board a copy of its competition rules or by-laws and any amendments thereto from time to time; and
- (d) provide to the Board such other information as may be required from it from time to time.

- 4.5.3** A League shall comply with any By-laws or directions of the Board and in particular to By-laws or directions relating to affiliation of players with the Company, including enforcement of affiliation By-laws and collection and onforwarding of affiliation fees.

- 4.5.4** If a League operates within one Centre only and is an association of players and if there is no club which adequately represents the affiliated players at an Affiliated or Associated Centre that League may be recognised as the Player Representative Body at that Centre.

4.6 Affiliated Clubs and Leagues or Associations

- 4.6.1** Where a Club at an Affiliated or Associate Centre or Squash Plus Centre, or a League or other Association, seeks a declaration from the Company for purposes other than one which may be required under these Articles, that that body is affiliated with the Company, the Chief Executive Officer or his or her nominee may issue such a declaration in writing where that Club, Centre, League or association satisfies the criteria determined by the Board for this purpose.

5. REGIONAL ASSEMBLIES

5.1 Regions

- 5.1.1** The State shall be divided into four Regions referred to as Brisbane, Central, Northern and Southern.

- 5.1.2** The Regions shall be as defined in Appendix 1.

- 5.1.3 (a)** If, at any time, Local Authorities are abolished or Local Authorities Areas modified in a manner which substantially affects the determination or delineation of the boundaries of some or all of the Regions or the determination or delineation of the boundaries of some or all of the Regions becomes unworkable or not practical to implement, then the Board shall nominate another criteria or mechanism to determine or delineate the boundaries of the Regions and which, in the reasonable opinion of the Board, reflects to a substantial extent the boundaries of the Regions as at the date of adoption of these Articles or is most practical for the purpose of determining the boundaries of the Regions.
- (b)** The criteria or mechanism so nominated by the Board of Directors as referred to in Article 5.1.3(a) will be adopted for the purposes of Article 5.1, provided it is approved by the Company in General Meeting by way of an ordinary resolution.
- 5.1.4 (a)** The board may by By-Law amend the boundaries between two Regions where the Regional Councils of the two Regions have agreed in writing to the proposed new boundaries and the boundaries of the regions shall be so amended.
- (b)** If the Regional Council of one Region applies to the Board for an amendment to the boundary between it and another Region and the Regional Council of that other Region does not agree to that amendment, the matter shall be referred to the Company in General meeting which may by resolution make, reject or amend with further amendment the proposed amendment and where the resolution makes the proposed amendment or makes it with further amendment, the boundaries of the two regions shall be so amended.

5.2 Regional Assembly

- 5.2.1** The responsibility for each Region shall be undertaken by a body established pursuant to this Article 5, being a Regional Assembly.
- 5.2.2** There shall be 4 Regional Assemblies, each having responsibility for the relevant Region described in Article 5.1.
- 5.2.3** Each Regional Assembly shall comprise the Delegates elected or appointed by the operators of the Affiliated Centres and Associate Centres and Representative Player Bodies at those Centres which are located in the Region for which that Regional Assembly has responsibility.
- 5.2.4** A Regional Assembly has functions and powers similar to those of the Company in general but only in relation to the Region for which it has responsibility and in relation to liaison and cooperation with the adjoining Region or Regions, subject always to the Memorandum, these Articles and the By-Laws and to the direction of the Company in General Meeting and the Board.
- 5.2.5** A delegate on a Regional Assembly shall cease to hold the position of Delegate on that Regional Assembly if the Delegate:
- (a)** becomes of unsound mind;

- (b) resigns as Delegate by notice in writing to the Centre Operator or Player Representative Body who or which elected or appointed the person as a Delegate to that Regional Assembly as well as by notice in writing to that Regional Assembly, or refuses to act; or
- (a) is removed from the position of Delegate by the Centre Operator or Player Representative Body who or which elected or appointed the person as a Delegate as provided for in Article 4.1.6 or 4.1.9(a).

5.3 Proceedings of Regional Assemblies

5.3.1 An Annual General Meeting must be held by each Regional Assembly –

- (a) at least once a year; and
- (b) within 2 months after the end of the Company's previous financial year.

5.3.2 The following business must be transacted at every Annual General Meeting –

- (a) the receiving of the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the Company in the Region for the last financial year;
- (b) the election of members of the Regional Council;

5.3.3 (a) The Secretary of the Region shall convene a Special General Meeting by sending out notice of the meeting within 14 days of –

- (i) being directed to do so by the Regional Council; or
- (ii) being given a requisition in writing signed by not less than one-third of the members presently on the Regional Council or not less than the number of Delegates comprising the Regional Assembly which equals double the number of members presently on the Regional Council plus one.

- (b) A requisition mentioned in Article 5.3.3(a)(ii) shall clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted thereat.

5.3.4 (a) At any General Meeting the number of Delegates required to constitute a quorum shall be the number of members presently on the Regional Council plus 1.

- (b) No business shall be transacted at any General Meeting unless a quorum of Delegates is present at the time when the meeting proceeds to business.

- (c) For the purposes of this rule -

“Delegate” includes a person attending as a proxy.

- (d) If within half an hour from the time appointed for the commencement of a General Meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Regional Council or the Delegates, shall lapse.
 - (e) In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Regional Council 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 Delegates present shall be a quorum.
 - (f) The chairperson 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.
 - (g) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
 - (h) Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 5.3.5** (a) The Secretary of the Region shall convene all General Meetings of the Regional Assembly by giving not less than 14 days notice in writing of any such meeting to the Delegates.
- (b) The manner by which such notice shall be given shall be determined by the Regional Council.
- (c) Notice of a General Meeting shall clearly state the nature of the business to be discussed.
- 5.3.6** (a) Unless otherwise provided by these Articles, at every General Meeting –
- (i) the Chairperson of the Regional Council shall preside as chairperson, or if there is no Chairperson of the Regional Council, or if that Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-chairperson shall be the chairperson or if the Vice-chairperson is not present or is unwilling to act then the Delegates present shall elect 1 of their number to be chairperson of the meeting; and
 - (ii) the chairperson shall maintain order and conduct the meeting in a proper and orderly manner; and
 - (iii) every question, matter or resolution shall be decided by a majority of votes of the Delegates present; and
 - (iv) in the case of an equality of votes the chairperson shall have a second or casting vote; and

- (v) however, no Delegate shall be entitled to vote at any General Meeting if the person or body which appointed or elected that Delegate is more than 1 month in arrears at the date of the meeting in respect of any fee or subscription due to the Company or Regions; and
- (vi) voting on a resolution shall be decided by a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-
 - the chairperson; or
 - at least three Delegates and/or proxies; and
- (vii) unless a poll is demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority, or lost, and the entry in the Minutes shall be evidence of the fact. The demand for a poll may be withdrawn; and
- (viii) if a poll is demanded, it shall be taken at once or after adjournment or otherwise as the chairperson may direct and the result of the poll shall be the resolution of the meeting at which the poll was demanded. A poll demanded on the election of a chairperson or on the question of adjournment shall be taken forthwith. The chairperson shall appoint 2 Delegates to conduct the poll in such manner as the chairperson shall determine; and
- (ix) a Delegate may vote in person or by proxy or by attorney and on a show of hands every person present who is a Delegate or a representative of a Delegate shall have 1 vote; and
- (x) at a poll, a Delegate of the Operator of an Affiliated Centre and a Delegate of the Player Representative Body at an Affiliated Centre shall each be entitled to one vote for every twenty-five (or part thereof) affiliated players affiliated through or from that Delegate's centre provided that the number of affiliated players for this purpose shall be as certified by the Secretary of the Company or his or her nominee as being the number of players affiliated through or from a centre as at the date on which notice of the general meeting is given and a Delegate of the Operator of an Associate Centre and a Delegate of the Player Representative Body at an Associate Centre shall each be entitled to one vote; and
- (xi) the instrument appointing a proxy shall be in writing, in the common or usual form, under the hand of the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised; and
- (xii) a proxy may but need not be a Delegate; and
- (xiii) the instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll; and
- (xiv) where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

Q SQUASH LIMITED (REGION)

I, _____, of _____, being a Delegate,
 hereby appoint _____ of _____, or failing the
 Delegate, _____ of _____, as my proxy to
 vote for me on my behalf at the (Annual) General Meeting of the Regional
 Assembly, to be held on the _____ day of _____, 19 __, and at any
 adjournment thereof.

Signed this _____ day of _____, 19 __

This form is to be used * in favour of

* against the resolution

* Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit);

- (xv) the instrument appointing a proxy shall be deposited with the Secretary of the Region prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote; and
- (xvi) the Secretary of the Region shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Regional Council meeting and General Meeting to be entered in a book to be open for inspection at all reasonable times by any Delegate who previously applies to the Secretary for that inspection.
- (b) For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every General Meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding General Meeting.
- (c) However, the minutes of any Annual General Meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding General Meeting or Annual General Meeting.

6 REGIONAL COUNCILS

6.1 Regional Councils

6.1.1 For each Region, there shall be a Regional Council.

6.2 Membership of Regional Council

6.2.1 The Regional Council of a Region shall consist of a Chairperson, Vice-chairperson, Treasurer and Secretary, of whom 2 shall be Delegates of the Operators of Affiliated Centres and 2 shall be Delegates of Player Representative Bodies from Affiliated Centres.

6.2.2 At the Annual General Meeting of the Regional Assembly, all the members of the Regional Council for the time being shall retire from office, but shall be eligible upon nomination for re-election.

6.2.3 The election of members of the Regional Council shall take place in the following manner –

- (a) any 2 Delegates shall be at liberty to nominate any other Delegate to serve on the Regional Council;
- (b) the nomination, which shall be in writing and signed by the Delegate and the Delegate's proposer and seconder, shall be lodged with the Secretary of the Region at least 14 days before the Annual General Meeting at which the election is to take place;
- (c) a list of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall be posted in a conspicuous place in the office or usual place of meeting of the Region for at least 7 days immediately preceding the Annual General Meeting;
- (d) balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Delegate present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies;
- (e) should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting.

6.3 Resignation or Removal from Office of Member of Regional Council

6.3.1 Any member of the Regional Council may resign from membership of the Regional Council at any time by giving notice in writing to the Secretary of that Council but such resignation shall take effect at the time such notice is received by the secretary unless a later date is specified in the notice when it shall take effect on that later date or such member may be removed from office at a General Meeting of the Regional Assembly where that member shall be given the opportunity to fully present the member's case.

6.3.2 The question of removal shall be determined by the vote of the Delegates present at such a General Meeting.

6.3.3 There is no right of appeal against a member's removal from office under this Article.

6.4 Vacancies on Regional Council

6.4.1 A Regional Councillor shall cease to hold the position of Regional Councillor if the Regional Councillor:

- (a) becomes of unsound mind or bankrupt or is convicted of a criminal offence;
- (b) ceases to be a Regional Councillor in accordance with Article 6.3;
- (c) is absent without the consent of the Regional Council from 3 successive ordinary meetings of the Regional Council;

- (d) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest;
- (e) without the consent of the Regional Council, holds any other office of profit under the Company;
- (f) is a Delegate of the Operator of, or Player Representative Board from, an Affiliated Centre, and that Affiliated Centre ceases to be an Affiliated Centre; or
- (g) is a Delegate to a Regional Assembly and ceases to be a Delegate.

6.4.2 The Regional Council shall have power at any time to appoint any Delegate entitled under Article 6.2.1 to be a Regional Councillor to fill any casual vacancy on the Regional Council or position on the Regional Council not filled at the Annual General Meeting of the Regional Council, until the next Annual General Meeting, but if the member of the Council whose position has become vacant was a Delegate of the operator of a Centre then the person appointed to fill the vacancy shall be a Delegate of an operator of a Centre, and correspondingly if the member of the Council whose position has become vacant was a Delegate of a Player Representative Body then the person appointed to fill the vacancy shall be a Delegate of a Player Representative Body.

6.4.3 The continuing members of the Regional Council may act notwithstanding any casual vacancy in the Regional Council, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Regional Council, the continuing member or members may act for the purpose of increasing the number of members of the Regional Council to that number or of summoning a General Meeting of the Regional Assembly, but for no other purpose.

6.5 Functions of the Regional Council

6.5.1 Except as otherwise provided by these Articles and subject to resolutions of the Company in any General Meeting, resolutions of the Regional Assembly and directions of the Board, the Regional Council shall have the general control and management of the administration of the affairs, property and funds of the Region.

6.5.2 A Regional Council may impose:-

- (b) fees and levies on centre operators, squash clubs, leagues and associations; and
 - (c) fees and charges for services it provides,
- within the Region for which it is responsible.

6.6 Meetings of Regional Council

6.6.1 The Regional Council shall meet at least once every 2 calendar months to exercise its functions.

6.6.2 The Regional Council must decide how a meeting is to be called.

6.6.3 Notice of a meeting is to be given in the way decided by the Regional Council.

- 6.6.4** A Special Meeting of the Regional Council shall be convened by the Secretary of the Regional Council on the requisition in writing signed by not less than two members of the Regional Council, which requisition shall clearly state the reasons why such Special Meeting is being convened and the nature of the business to be transacted thereat.
- 6.6.5** At every meeting of the Regional Council three members shall constitute a quorum.
- 6.6.6** Subject as previously provided in this Article, the Regional Council may meet together and regulate its proceedings as it thinks fit.
- 6.6.7** However, questions arising at any meeting of the Regional Council shall be decided by a majority of votes and, in the case of equality of votes, the chairperson of the meeting shall have a casting vote in addition to a deliberative vote.
- 6.6.8** A member of the Regional Council shall not vote in respect of any contract or proposed contract with the Region in which the member is interested, or any matter arising thereout, and if the member does so vote the member's vote shall not be counted.
- 6.6.9** Not less than 5 days notice, or 1 days notice if the meeting is to be held under Article 11.1, shall be given by the Secretary of the Region to members of the Regional Council of any Special Meeting of the Regional Council.
- 6.6.10** Such notice shall clearly state the nature of the business to be discussed thereat.
- 6.6.11** The Chairperson of the Region shall preside as chairperson at every meeting of the Regional Council, or if there is no Chairperson, or if at any meeting the Chairperson is not present within 10 minutes after the time appointed for holding the meeting, the Vice-chairperson shall be chairperson or if the Vice-chairperson is not present at the meeting then the members may choose 1 of their number to be chairperson of the meeting.
- 6.6.12** If within 15 minutes from the time appointed for the commencement of a Regional Council meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Regional Council shall lapse.
- 6.6.13** In any other case it shall stand adjourned to the same day in the next week at the same time, and place, or, if the meeting was a meeting held under Article 11.1, to the next day at the same time, or to such other day and at such other time and place as the Regional Chairperson may determine, and if at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the members present shall be a quorum.
- 6.7 Delegation of Powers of Regional Council**
- 6.7.1** The Regional Council may delegate any of its powers to a sub-committee consisting of such Delegates and other persons as the Regional Council thinks fit.
- 6.7.2** The Chairperson of the Regional Council shall be an ex-officio member of all Regional sub-committees.
- 6.7.3** Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Regional Council.
- 6.7.4** A sub-committee may elect a chairperson of its meetings.

- 6.7.5 If no such chairperson is elected, or if at any meeting the chairperson is not present within 10 minutes after the time appointed for holding the meeting, the members present may choose 1 of their number to be chairperson of the meeting.
- 6.7.6 A sub-committee may meet and adjourn as it thinks proper.
- 6.7.7 Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.

6.8 Failure of a Regional Assembly or Council

- 6.8.1 If a Regional Assembly fails to hold an Annual General Meeting in accordance with Article 5.3.1, all members of the Regional Council shall retire from office as at the date by which the meeting was required to be held under Article 5.3.1(b).

6.8.2 If:

- (a) members of a Regional Council retire from office in accordance with Article 6.8.1; or
- (b) at any time the number of members of a Regional Council is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Regional Council and within 1 month after such reduction the continuing member or members of the Regional Council have not increased the number of members of the Regional Council to that number and have not summoned a General Meeting of the Regional Assembly; or
- (c) at any time there are no members of a Regional Council,

the Board of Directors shall by resolution assume all the functions and powers of the Regional Council and may delegate those functions and powers to a sub-committee appointed by it for this purpose.

- 6.8.3 The Board, on assuming the functions and powers of a Regional Council in accordance with article 6.8.2, shall make every endeavour to convene a General Meeting of the Regional Assembly as soon as practicable for the purpose of electing or appointing a new Regional Council.
- 6.8.4 The Board, on the completion of the election or appointment of a new Regional Council under Article 6.8.3, shall immediately cease to exercise the functions and powers of the Regional Council assumed by it under Article 6.8.2, and shall report in writing to the Regional Council on its exercise of these functions and powers, and the new Regional Council shall exercise all the functions and powers of a Regional Council under these Articles.

7 STATE ASSEMBLY

7.1 State Assembly

- 7.1.1 The State Assembly comprises Ordinary and Associate Members of the Company.

7.2 Meetings of the State Assembly

7.2.1 A General Meeting of the State Assembly constitutes a General Meeting of the Company and has all the functions and powers of the Company in General Meeting under the Memorandum, these Articles, By-Laws of the Company and the Law.

7.2.2 An Annual General Meeting of the State Assembly must be held –

- (a) at least once a year; and
- (b) within 3 months after the end of the Company's previous financial year.

7.2.3 The following business must be transacted at every Annual General Meeting–

- (a) the receiving of the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the Company for the last financial year, including such documents in respect of each Region;
- (b) the receiving of the auditor's report upon the books and accounts for the last financial year;
- (c) the presenting of the audited statement to the meeting for adoption;
- (d) the election of members of the Board;
- (e) the appointment of an auditor.

7.2.4 (a) The Secretary shall convene a Special General Meeting by sending out notice of the meeting within 14 days of –

- (i) being directed to do so by the Board; or
 - (ii) being given a requisition in writing signed by not less than one-third of the members presently on the Board or not less than the number of Ordinary Members of the Company which equals the number of members presently on the Board plus one.
 - (iii) being given a notice in writing of an intention to appeal the decision of the Board to reject an application to be an Affiliated Centre or the cancellation of the affiliation of an Affiliated Centre.
- (c) A requisition mentioned in Article 7.2.4(a)(ii) shall clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted thereat.

7.2.5 (a) At any General Meeting the number of Members required to constitute a quorum shall be the number of members presently on the Board plus 1, or one-third of the number of persons presently Ordinary Members, whichever is the smaller.

- (b) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

- (c) For the purpose of this Article -
 “Member” includes a person attending as a proxy or as representing a Member which is not a natural person.
 - (d) If within half an hour from the time appointed for the commencement of a General Meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Board or the Company, shall lapse.
 - (e) In any other case is shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
 - (f) The chairperson 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.
 - (g) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
 - (h) Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 7.2.6** (a) The Secretary shall convene all General Meetings of the State Assembly by giving not less than 14 days notice in writing of any such meeting to the Members of the Company
- (b) The manner by which such notice shall be given shall be determined by the Board.
 - (c) However, notice of any meeting convened for the purpose of hearing and determining an appeal under Article 4.1.1(e) or a question under Article 4.1.3(b) and (c), shall be given in writing.
 - (d) Notice of a General Meeting shall clearly state the nature of the business to be discussed thereat.
- 7.2.7** (a) Unless otherwise provided by these Articles, at every General Meeting of the Company (in this Article “Member” means an Ordinary or Associate Member of the Company) -
- (i) the president shall preside as chairperson, or if there is no president, or if the president is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the vice-president shall be the chairperson or if the vice-president is not present or is unwilling to act then the Members present shall elect 1 of their number to be chairperson of the meeting; and

- (ii) the chairperson shall maintain order and conduct the meeting in a proper and orderly manner; and
- (iii) every question, matter or resolution shall be decided by a majority of votes of the Members present; and
- (iv) in the case of an equality of votes the chairperson shall have a second or casting vote; and
- (v) however, no Member shall be entitled to vote at any General Meeting if the Member is more than 1 month in arrears at the date of the meeting in respect of any fee or subscription due to the Company; and
- (vi) voting on a resolution shall be decided by a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-
 - the chairperson; or
 - at least three Members and/or proxies; and
- (vii) unless a poll is demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority, or lost, and the entry in the Minutes shall be evidence of the fact. The demand for a poll may be withdrawn; and
- (viii) if a poll is demanded, it shall be taken at once or after adjournment or otherwise as the chairperson may direct and the result of the poll shall be the resolution of the meeting at which the poll was demanded. A poll demanded on the election of a chairperson or on the question of adjournment shall be taken forthwith. The chairperson shall appoint 2 Members to conduct the poll in such manner as the chairperson shall determine; and
- (ix) a Member may vote in person or by proxy or by attorney and on a show of hands every person present who is a Member or a representative of a Member shall have 1 vote; and
- (x) at a poll, a Member who is a Regional Councillor shall be entitled to one vote for every hundred (or part thereof) affiliated players affiliated through or from the centres in that Member's Region provided that the number of affiliated players for this purpose shall be as certified by the Secretary of the Company or his or her nominee as being the number of players affiliated through or from the centres in a Region as at the date on which notice of the General Meeting is given, and a Member who is not a Regional councillor shall be entitled to one vote; and
- (xi) the instrument appointing a proxy shall be in writing, in the common or usual form, under the hand of the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised; and
- (xii) a proxy may but need not be a Member; and

- (xiii) the instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll; and
- (xiv) where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

Q SQUASH LIMITED

I, _____, of _____, being a Member,
 hereby appoint _____ of _____, or failing the
 Member, _____ of _____, as my proxy to
 vote for me on my behalf at the (Annual) General Meeting, to be held on
 the _____ day of _____, 19____, and at any adjournment thereof.

Signed this _____ day of _____, 19____

This form is to be used * in favour of

* against the resolution

* Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit);

- (xv) the instrument appointing a proxy shall be deposited with the Secretary prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote; and
 - (xvi) the Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Board meeting and General Meeting to be entered in a book to be open for inspection at all reasonable times by any Member who previously applies to the Secretary for that inspection.
- (b) For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every General Meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding general meeting.
 - (d) However, the minutes of any Annual General Meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding General Meeting or Annual General Meeting.

8 THE BOARD OF DIRECTORS

8.1 Composition of the Board of Directors

8.1.1 The Board of Directors shall consist of 7 Directors comprising:-

- (a) the President, Vice-president and Treasurer elected in accordance with Article 8.1.4;
- (b) three Directors elected in accordance with Article 8.1.4;
- (c) the Executive Director, being the person for the time being holding the senior administrative position in the Company's employ.

8.1.2 Of the 6 Directors referred to in Article 8.1.1(a) and (b), at the time of their election 4 must be Regional Councillors who have been elected as such for the succeeding year. Of those 4, 2 must be Regional Councillors elected from Delegates of operators of Centres and 2 must be Regional Councillors elected from Delegates of Player Representative Bodies.

8.1.3 At the Annual General Meeting of the Company, all the members of the Board for the time being, other than the Executive Director, shall retire from office, but shall be eligible upon nomination for re-election.

8.1.4 (a) The election of the President, Vice-president, Treasurer and the other 3 Directors not including the Executive Director shall take place in the following manner –

- (i) any 2 Members of the Company shall be at liberty to nominate any person to serve in each of these positions, subject to Article 8.1.2;
 - (ii) the nominations, which shall be in writing and signed by the candidate and the candidate's proposer and seconder, shall be lodged with the secretary at least 14 days before the Annual General Meeting at which the election is to take place;
 - (iii) a list of the candidates' names in alphabetical order with the proposers' and seconders' names, shall be posted in a conspicuous place in the office or usual place of meeting of the Company for at least 7 days immediately preceding the Annual General Meeting;
 - (iv) balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies;
 - (v) should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting.
- (c) In this Article 8.1.4 Member of the Company includes a representative of a Member of the Company.

8.2 Resignation or Removal from Office of Director

- 8.2.1** (a) Any Director, other than the Executive Director, may resign from membership of the Board at any time by giving notice in writing to the Secretary but such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date or such Director may be removed from office at a General Meeting of the Company where that Director shall be given the opportunity to fully present the Director's case.
- (b) The question of removal shall be determined by the vote of the Members present at such a General Meeting.
- (c) There is no right of appeal against a Director's removal from office under this Article.
- (d) The Executive Director shall cease to be a Director on ceasing employment with the Company or ceasing to hold the senior administrative position in the Company's employ.

8.3 Vacancies on Board

8.3.1 A Director shall cease to hold the position of Director if the Director:

- (a) becomes of unsound mind or bankrupt or is convicted of a criminal offence;
- (b) ceases to be a Director in accordance with Article 8.2.1;
- (c) is absent without the consent of the Board from 3 successive ordinary meetings of the Board;
- (d) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest; or
- (e) without the consent of the Company in General Meeting, holds any other office of profit under the Company except that of Executive Director or that of a Director appointed as Chief Executive Officer under Article 12.6; or
- (f) being a Director who is a Regional Councillor elected under Article 8.1.2, ceases to be a Regional Councillor.

8.3.2 The Board shall have power at any time to appoint any person to fill any casual vacancy on the Board, or position of Director not filled at the Annual General Meeting of the Company, (other than the ex-officio position of Executive Director whose position when vacant is filled by the usual methods of recruitment and employment) until the next Annual General Meeting, subject to Article 8.1.2.

8.3.3 The continuing Directors may act notwithstanding any casual vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Board, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company, but for no other purpose.

8.4 Powers and Duties of the Board

- 8.4.1** The business of the Company shall be managed by the Board which may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Law or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these Articles, to the provisions of the Law, and to such By-Laws and regulations, being not inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in General Meeting.
- 8.4.2** The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Company.
- 8.4.3** For the purpose of Clause 3 of the Memorandum the rate of interest payable in respect of money being lent by Members to the Company shall not exceed the lowest rate paid for the time being by the Commonwealth Bank in respect of term deposits.
- 8.4.4** All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two Directors or in such other manner as the Board from time to time determines.
- 8.4.5** The Board may impose fees and levies on centre operators, squash clubs, leagues and associations.

8.5 Meetings of the Board

- 8.5.1** The Board shall meet at least once every 2 calendar months to exercise its functions.
- 8.5.2** The Board must decide how a meeting is to be called.
- 8.5.3** Notice of a meeting is to be given in a way decided by the Board.
- 8.5.4** A Special Meeting of the Board shall be convened by the Secretary, which requisition shall clearly state the reasons why such Special Meeting is being convened and the nature of the business to be transacted thereat.
- 8.5.5** At every meeting of the Board four Directors shall constitute a quorum.
- 8.5.6** Subject as previously provided in this Article, the Board may meet together and regulate its proceedings as it thinks fit.
- 8.5.7** However, questions arising at any meeting of the Board shall be decided by a majority of votes and, in the case of equality of votes, the chairperson shall have a casting vote in addition to a deliberative vote except in the case of the election or appointment of Directors by the Board, in which case the chairperson shall not have a casting vote.
- 8.5.8** A Director shall not vote in respect of any contract or proposed contract with the Company in which the Director is interested or any matter arising thereout, and if the Director does so vote the Director's vote shall not be counted.

8.5.9 Not less than 5 days notice, or 1 days notice if the meeting is to be held under Article 11.1, shall be given by the Secretary to the Directors of any Special Meeting of the Board.

8.5.10 Such notice shall clearly state the nature of the business to be discussed.

8.5.11 The President shall preside as Chairperson at every meeting of the Board, or if there is no President, or if any meeting the President is not present within 10 minutes after the time appointed for holding the meeting, the Vice-president shall be Chairperson or if the Vice-president is not present at the meeting then the Directors may choose 1 of their number to be Chairperson of the meeting.

8.5.12 If within 15 minutes from the time appointed for the commencement of a Board meeting a quorum is not present, the meeting, if convened upon the requisition of Directors, shall lapse.

8.5.13 In any other case it shall stand adjourned to the same day in the next week at the same time, and place, or, if the meeting was a meeting held under Article 11.1, to the next day at the same time, or to such other day and at such other time and place as the President may determine, and if at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the members present shall be a quorum.

8.6 Delegation of Powers of Board

8.6.1 The Board may delegate any of its powers to a sub-committee consisting of such Directors and other persons as the Board thinks fit, and in particular to a sub-committee to be known as the Executive Committee and comprising the President and two other Directors appointed by the Board.

8.6.2 The President shall be an ex-officio member of all sub-committees.

8.6.3 Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.

8.6.4 A sub-committee may elect a chairperson of its meetings.

8.6.5 If no such chairperson is elected, or it at any meeting the chairperson is not present within 10 minutes after the time appointed for holding the meeting, the members present may choose 1 of their number to be chairperson of the meeting.

8.6.6 A sub-committee may meet and adjourn as it thinks proper, subject to any directions of the Board.

8.6.7 Questions arising at any meeting shall be determined by a majority of votes of the sub-committee members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.

9 ACTS NOT AFFECTED BY DEFECTS OR DISQUALIFICATIONS

9.1 All acts done by any meeting of the Board, a Regional Council or a sub-committee of either body or by any person acting as a Director or Regional Councillor or sub-committee member shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or Regional Councillor or sub-committee member or person acting as aforesaid, or that the Directors or Regional

Councillors or sub-committee members or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or Regional Councillor or sub-committee member as the case may be.

10 RESOLUTIONS WITHOUT MEETING

- 10.1** Subject to the Law, a resolution in writing signed by all the Members of the Company for the time being entitled to vote shall be as valid and effectual for all purposes as if it have been passed as an ordinary resolution or a special resolution (as the case may be) at a General Meeting of the Company duly called and constituted and may consist of several documents in like form each signed by one or more of the Members.
- 10.2** Where the document referred to in Article 10.1 is so signed, the document shall be deemed to have been passed at a General Meeting of the Company and shall be deemed to constitute a minute of that General Meeting.
- 10.3** Any document that is attached to a document signed in accordance with this Article 10 and is signed by the Ordinary Member or Ordinary Members who signed the last mentioned document shall, for the purposes of these Articles, the By-Laws and the Law, be deemed to have been laid before the Company at the General Meeting referred to in Article 10.1.
- 10.4** The meeting referred to in Article 10.1 shall be deemed to be held on the day on which the document was signed and at the time at which the document was last signed or if the Members sign the document on different days, on the day on which, and at the time at which, the document was last signed by a Member.
- 10.5** For the purposes of this Article 10, an electronically transmitted legible facsimile copy of a document, the original of which, in the opinion of the Secretary has been apparently signed by a Member, shall be deemed to be a document signed by the Member.
- 10.6** Articles 10.1 to 10.5 inclusive, amended as necessary to apply to, and shall apply to General Meetings of Regional Council, to Meetings of the Board and to Meetings of Regional Councils and their sub-committees.

11. TELEPHONE MEETINGS

- 11.1** Members of the Board, a Regional Council, or a sub-committee thereof may participate in a meeting of such body by means of a conference telephone or other communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence at such meeting.

12 EXECUTIVE OFFICERS

- 12.1** The Board may from time to time appoint Executive Officers of the Company, being the Chief Executive Officer and such other Executive Officers as the Board may determine from time to time.
- 12.2** The Chief Executive Officer shall be the Executive Director and shall have all the duties, powers and privileges of a Director. A person shall not be appointed as Chief Executive Officer unless he or she has previously signed a consent to be appointed as Secretary of the Company if appointed as such by the Board.

- 12.3** Subject to Article 12.2, Executive Officers shall have no right to vote at any meetings of the Company, Board, Regional Assemblies or committees or sub-committees of any of them, but may, at the invitation of the Council, the Board, a Regional Assembly or committees or sub-committees of any of them (as the case may be), attend meetings of the Company, the Board, a Regional Assembly or committees or sub-committees of any of them respectively and take part in discussions at those meetings.
- 12.4** Executive Officers shall have and enjoy such duties, powers and privileges as provided for in these Articles or the By-Laws and such other duties, powers and privileges as determined from time to time by the Board.
- 12.5** Executive Officers hold office for such period and on such terms and conditions (including payment of remuneration, if any, out of the funds of the Company) as determined by the Board, subject to the Memorandum and these Articles and the By-Laws prescribed from time to time in relation to Executive Officers.
- 12.6** Nothing in these Articles prevents the appointment of a Director elected or appointed under Article 8.1.1(a) or (b) or Article 8.3.1 to the position of Chief Executive Officer. While such a person continues to hold that position of Director, there shall not be an Executive Director.

13 SECRETARY

- 13.1** The Board shall appoint at least one Secretary of the Company and may at any time terminate such appointment.

14 FUNDS AND ACCOUNTS

14.1 Funds and Accounts at State Level

- 14.1.1** The Board shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance-sheet (including every document required by the Law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Law **provided that**, however, the Board shall cause to be made out and laid before each Annual General Meeting, a balance-sheet and profit and loss account made up to the end of the previous financial year comprising the accounts of the State and each Region and a consolidation thereof.
- 14.1.2** The Board shall from time to time determine at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of members.
- 14.1.2** The funds of the Company shall be deposited in the name of the Company in such financial institution as the Board may from time to time direct. All monies shall be deposited as soon as practicable after receipt thereof.

14.2 Funds and Accounts at Regional Level

- 14.2.1** A Regional Council, in respect of its Region, shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance-sheet (including every document required by Law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Law provided,

however, that the Regional Council shall cause to be made out and laid before each Regional Annual General Meeting, a balance-sheet and profit and loss account made up to the end of the previous financial year.

14.2.2 The funds of the Region shall be deposited in the name of the Company with the name of the Region in parentheses following in such financial institution as the Board may from time to time approve. All monies shall be deposited as soon as practicable after receipt thereof.

14.2.3 The Regional Council shall forward a copy of the documents and auditor's report referred to in Article 14.2.1 to the Secretary of the Company within 6 weeks after the end of the previous financial year.

15 AUDIT

A properly qualified Auditor or Auditors shall be appointed and his or their duties regulated in accordance with the Law.

16 COMMON SEAL

The Board shall provide for a common seal and for its safe custody. The common seal shall only be used by the authority of the Board and every instrument to which the seal is affixed shall be signed by a Director and countersigned by the President or by a second Director or by some other person appointed by the Board for the purpose.

17 BY-LAWS

17.1 The Board may from time to time make, amend or repeal By-Laws, not inconsistent with the Memorandum, these Articles and the Law, as it deems necessary and desirable for the orderly administration and regulation of the affairs of the Company, **provided that** any action taken by the Board to make, amend or repeal a By-Law may be disallowed by a resolution of the company in General Meeting, and **provided further that** no resolution passed by the Company in General Meeting shall invalidate any prior act which would have been valid if that resolution had not been passed.

17.2 A Regional Council may ask the Board to make By-Laws in respect of the Region for which it has responsibility and the Board may make By-Laws in accordance with Article 17.1 applicable only to that Region.

17.3 The Secretary shall cause full and accurate records of By-Laws to be recorded and open for inspection at all reasonable times.

17.4 The Secretary shall inform all Members and all Regional Councils of additions, amendments and deletions to By-Laws within 28 days of the decision to add, amend or delete being made.

18 REGISTERED OFFICE

The registered office of the Company will be in such place within the State as the Board may determine from time to time.

19 INDEMNITY

19.1 Indemnity of Officers

19.1.1 Subject to the Law the Company shall indemnify any Director, Secretary or Executive Officer of the Company against a liability:

- (a) incurred by a Director, Secretary or Executive Officer acting in that capacity to a person other than the Company or a related body corporate where the liability does not arise out of a lack of good faith;
- (b) for the costs and expenses incurred by the Directors, Secretary or Executive Officer:
 - (i) in defending proceedings, whether civil or criminal, in which judgement is given in favour of the Director, Secretary or Executive Officer or in which he or she is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Director, Secretary or Executive Officer under the Law.

19.2 Indemnity of Employees

19.2.1 Every employee who is not a Director, Secretary or Executive Officer of the Company may be indemnified out of the property of the Company against a liability:

- (a) incurred by the employee acting in that capacity;
- (b) for the costs and expenses incurred by an employee:
 - (i) in defending proceedings, whether civil or criminal, in which judgement is given in favour of the employee or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the employee under the Law.

20 INSURANCE

20.1 Insurance for Officers

20.1.1 Subject to the Law, the Company may pay insurance premiums in respect of insurance for the benefit of a Director, Secretary or Executive Officer acting in that capacity against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome; or
- (b) a liability arising from negligence or other conduct being a liability incurred by the person acting in that capacity and arising out of conduct involving a wilful breach of duty in relation to the Company or a breach of the provisions of the Law dealing with improper use of inside information or position.

20.2 Insurance for Employees

- 20.2.1** The Company may pay insurance premiums in respect of insurance for the benefit of the auditor or an employee of the Company who is not a Director, Secretary or Executive Officer concerned in the management of the Company.

21 WINDING UP

The provisions of Clause 5 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

22 REMUNERATION OF DIRECTORS

- 22.1** The Directors shall not be entitled to be paid any remuneration by way of director's fees or emoluments with the exception of the salary and employment related allowances paid to the Executive Director, unless otherwise determined by the Company in General Meeting by Special Resolution.
- 22.2** The Board may determine that Directors be paid travelling and other out-of-pocket expenses properly incurred by them in attending and returning from General Meetings and Board Meetings of the Company or otherwise in connection with the business of the Company.

23 TRANSITIONAL

23.1 Definition

- 23.1.1** In Article 23, "Queensland Squash Association" means the unincorporated association known as Queensland Squash Association whose funds and other assets and liabilities the Company is authorised to take over by Clause 2.1 of the Memorandum of Association;

23.2 Centres

- 23.2.1** The Squash Centres listed in Appendix 2 shall be Associate Centres as from the date of adoption of these Articles.

23.3 Delegates

- 23.3.1** In relation to Associate Centres referred to in Article 23.2.1, the Centre Operator of an Associate Centre and the President of a Squash Club at an Associate Centre, or, if there is more than 1 Squash Club at an Associate Centre, the President of the Squash Club with the most members, shall be Delegates as from the date of adoption of these Articles.

23.4 Regional Councillors

- 23.4.1** Those persons at the date of adoption of these Articles holding positions of Regional Councillors shall be the first Regional Councillors.
- 23.4.2** Within one month after the date of adoption of these Articles, each Regional Council shall meet and elect or appoint from the membership of that Council, in accordance with Article 6.2.1, the next Regional Council. Any Regional Councillors who are the first Regional Councillors under Article 23.4.1 but are not elected or appointed to the next Regional Council shall immediately cease to be Regional Councillors.

23.5 Members

23.5.1 Those persons at the date of adoption of these Articles holding the position of Regional Councillor shall be Ordinary Members of the Company.

23.5.2 At the meeting referred to in Article 23.4.2, the Regional Councillors not elected to be the next Regional Council shall immediately cease to be Members of the Company.

23.6 Directors

23.6.1 The persons who at the date of adoption of these Articles are members of the Management Committee of the Queensland Squash Association, including the subscribers to the Memorandum of Association, shall be the first Directors and constitute the first Board.

23.6.2 The first Board, after first seeking nominations from the Regional Councils at their meetings held under Article 23.4.2 for the positions of Directors referred to in Article 8.1.1(a) and (b), shall meet within 2 weeks after the last date set for the meetings of Regional Councils under Article 23.4.2 and shall elect or appoint a President, Vice-President, Treasurer and three other Directors, of whom four must be eligible under Article 8.1.2 to be elected to those positions.

23.6.3 The first Directors according to Article 23.6.1 shall be Ordinary Members of the Company. Of those first Directors, any not elected or appointed in accordance with Article 23.6.2 as Directors shall immediately cease to be Members. Directors elected or appointed in accordance with Article 23.6.2 as Directors who at the time were not Members of the Company shall ipso facto become Ordinary Members of the Company.

23.6.4 Until the meeting referred to in Article 23.6.2 the members of the Executive Committee of the Queensland Squash Association shall be the first Executive Committee of the Company.

23.7 By-Laws

23.7.1 By-Laws of the Queensland Squash Association in force at the date of adoption of these Articles shall continue in force as By-Laws of the Company and shall apply to the Company.

23.8 Player Affiliation

23.7.1 The affiliation of players, and the benefits which are due to them, affiliated with the Queensland Squash Association as at the date of adoption of these Articles shall be continued under these Articles as if those players had affiliated with the Company.

23.9 Repeal of Article 23

23.9.1 This Article 23 shall be deemed repealed as from a date one year after the date of adoption of these Articles.

24 SUBSCRIBERS

We, the several persons whose signatures appear hereunder being the subscribers to the Memorandum hereby agree to the foregoing Articles.

Name of Subscriber	Signature of Subscriber	Signature of Witness	Address of Witness
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