Constitution

Date: 10 September 2026

Sports Federation of Queensland Limited

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Constitution

Sports Federation of Queensland Limited

A Company Limited by Guarantee

1. DEFINITIONS AND INTERPRETATIONS

1.1 Name

The name of this company is Sports Federation of Queensland Limited, which trades as QSport and is hereinafter referred to as "the **Company**".

1.2 Definitions

In this Constitution unless the context requires otherwise:

AGM or **Annual General Meeting** means the annual general meeting of the Company required to be held by the Company in each calendar year under the Corporations Act.

Appointed Director means a Director appointed under **clause 12.4**.

Auditor means a person appointed as auditor of the Company pursuant to **clause 21.2**.

Board means Board of Directors of the Company.

CEO means a person appointed as chief executive officer of the Company by the Directors.

Chair means the person elected as the chair of the Company under **clause 14.6(a)**.

Committee means a committee established by the Directors under **clause 18.1**.

Company means Sports Federation of Queensland Limited (ACN [Insert ACN])

Company Secretary means a person appointed as a company secretary of the Company by the Directors under **clause 17**.

Constitution means this constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this constitution.

Corporations Act means the *Corporations Act 2001* (Cth) as amended from time to time and includes any regulations made under the Act and any exemption or modification to the Act that applies to the Company.

Delegate means a person nominated by a Full Member as its representative pursuant to **clause 5.2(b)** .

Director means a director of the Company and includes Elected Directors and Appointed Directors.

Directors mean, as the case requires, all or some of the Directors acting together as a board in accordance with their powers and authority under this Constitution.

Elected Director means a Director elected under **clause 12**.

FR Committee means the Finance and Risk Committee established by the Directors under **clause 18.4.**

General Meeting means a general meeting of Members and includes the AGM.

Individual Member means a person admitted to the Company as an individual member under **clause 5.4**.

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

Member means a member of the Company under **clause 5**.

Nominations Committee means the Nominations Committee established by the Directors under **clause 12.9.**

Objects mean the objects of the Company in **clause 2**.

Policy means a policy made under **clauses 7.2** and **19.1(a)**

Representative means a person (other than a proxy) appointed in accordance with the Corporations Act to represent a Full Member or Industry Member at a General Meeting of the Company.

Sport means "sport" in all of its forms, disciplines and variations, including for people with disabilities, as recognised and regulated by the relevant national and international sporting federations from time to time.

Special Resolution has the same meaning as that given to it in the Corporations Act.

State means the State of Queensland

Virtual Meeting means a meeting held by telephone, video or any other technology (or any combination of these technologies), that permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote in accordance with **clause 5.1**.

1.3 Interpretation

In this Constitution unless the context requires otherwise:

(a) (**presence of a Member**) a reference to a Member present at a General Meeting means the Member present in person or by proxy or Representative;

(b) (**document**) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;

(c) (**gender**) words importing any gender include all other genders;

(d) (**person**) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;

(e) (**successors**) a reference to an organisation includes a reference to its successors;

(f) (**singular includes plural**) the singular includes the plural and vice versa;

(g) (**instruments**) a reference to a law includes regulations and instruments made under it;

(h) (**amendments to legislation**) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;

(i) (**include**) the words include, includes, including and for example are not to be interpreted as words of limitation;

(j) (**signed**) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

(k) (**writing**) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and

(l) (**headings**) headings are inserted for convenience and do not affect the interpretation of this Constitution.

1.4 Corporations Act

(a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.

(b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2. OBJECTS

The Objects of the Company shall be to:

(a) provide Members with a forum for the exchange of information, advice and assistance where appropriate;

(b) promote and advocate for a greater awareness of sport and physical activity and its positive contributions to individuals and their communities generally;

(c) formulating policies on any subject pertaining to sport by the collection and collation of the views of Members and the industry and presenting those views to any other organisation, institution or body as appropriate;

(d) assisting broad, long-term planning for sport and physical activity including the planning for optimal development and utilisation of sport facilities;

(e) advocating for and identifying funding sources at both state and national level which would support the development of sport in the State and assisting where appropriate to ensure that these funds are put to their most effective use;

(f) promoting the role of the Company and the achievements and positive impacts across the sport industry by, amongst other things, the establishment and presentation of awards of merit or any similar form of recognition for skill, service and ability;

(g) to support and encourage integrity, ethics and values that promote community confidence in sport;

(h) promote sport for commercial, government and public recognition and benefits;

(i) encourage and promote widespread participation in sport and physical activity; and

(j) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

3. POWERS

Solely for furthering the Objects under **clause 2**, the Company has the legal capacity and powers of a company limited by guarantee as set out in section 124 of the Corporations Act.

4. INCOME AND PROPERTY OF THE COMPANY

4.1 Sole Purpose

The income and property of the Company will only be applied towards the promotion of the Objects of the Company.

4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

(a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or

(b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or

(c) of reasonable rent for premises let to the Company by them.

5. MEMBERSHIP

5.1 Classes of Members

Members of the Company shall fall into one of the following categories:

(a) Full Member

(b) Industry Member

(c) Individual Member

5.2 Full Member

(a) A Full Member shall be an incorporated organisation which, in the opinion of the Board, is

(i) actively engaged in the conduct, administration, promotion and development of a sporting activity; and

(ii) is the representative body of that sporting activity in the State or country.

(b) Each Full Member shall appoint one Delegate to attend and vote at General Meetings. The Full Member shall advise the Company of the name of its Delegate, who shall remain the Delegate of the Full Member until the Company is notified otherwise.

(c) Each Full Member, subject to this Constitution, shall have the right to receive notice of, attend and vote at General Meetings and the right to nominate persons for elections.

(d) The number of Full Members is unlimited.

5.3 Industry Member

(a) Industry Members shall be engaged in pursuits complementary to the activities of Full Members and shall include:

(i) any incorporated organisation that, in the opinion of the Board, has as part of its objects, a prime role in the improvement of personnel, organisations and opportunities for sport and physical activity participation

(ii) community sport associations, clubs and centres, including those affiliated with Full Members

(iii) public and/or private education and training institutions

(iv) government and regional alliances.

(b) Industry Members, subject to this Constitution, shall have the right to receive notice of and attend General Meetings, but may not vote at General Meetings or nominate persons for elections.

(c) The number of Industry Members is unlimited.

5.4 Individual Member

(a) An Individual Member shall be a natural person interested in furthering the Objects of the Company.

(b) Individual Members are not entitled to receive notice of, attend or vote at General Meetings.

(c) The number of Individual Members is unlimited.

5.5 Admission of Members

An applicant person will become a Member, and the Directors will direct the Company Secretary to record their name, street address, email address and date on which they became a Member, in the register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

(a) be bound by this Constitution, the statutes and regulations and the policies (including policies specific to the relevant category of Membership);

(b) pay the fees and subscriptions determined to apply to the Member under **clause 8**; and

(c) support the Company in the encouragement and promotion of its Objects.

5.6 General

(a) The Company must keep a register of all Members in accordance with the Corporations Act.

(b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.

(c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

(d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.

(e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company.

5.7 Membership Year

The membership year will be from 1 January to 31 December each year.

5.8 Limited Liability

Members have no liability in that capacity except as set out in **clause 25**.

6. CESSATION OF MEMBERSHIP

6.1 Cessation

A person ceases to be a Member on:

(a) resignation, subject to **clause 6.2**;

(b) death;

(c) the termination of their membership according to this Constitution or the Policies;

(d) a body corporate being dissolved or otherwise ceasing to exist; or

(e) that Member no longer meeting the relevant requirements for membership according to **clause 5**.

6.2 Resignation

(a) Subject to **clause 6.2(b)**, for the purposes of **clause 6.1(a)**, a Member may resign as a member of the Company by giving 14 days written notice to the Company Secretary.

(b) A Member must not resign, and notice given under **clause 6.2(a)** is invalid, where the Member is at the time of notice being given, subject to disciplinary proceedings under **clause 7.2**, including proceedings under a Policy. For the purposes of this clause, "subject to disciplinary proceedings" includes where a complaint or allegations have been made against, but not yet conveyed to, a Member.

6.3 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise or claim upon its property including the Intellectual Property.

7. GRIEVANCES AND DISCIPLINE OF MEMBERS

7.1 Jurisdiction

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution.

7.2 Policies

(a) The Directors may make or adopt a Policy or Policies:

(i) for the hearing and determination of complaints by a Member that feels aggrieved by a decision or action of the Company;

(ii) for the discipline of Members;

(iii) for the termination of Members.

(b) The Directors may, in making or adopting a Policy under (a), incorporate provisions within the Policy to exclusively govern its subject matter, to the exclusion of **clause 7.2(c)** and/or other Policies.

(c) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:

(i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised Committee; or

(ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company; or

(iii) prejudiced the Company or brought the Company or themselves into disrepute,

for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate.

(d) Unless suspension is dealt with under a Policy, in which case the provisions regarding suspension in the applicable Policy apply, during investigatory or disciplinary proceedings under this **clause 7**, a respondent may not participate in Company activities, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.

8. FEES AND SUBSCRIPTIONS

8.1 Membership Fee

(a) The Directors must determine from time to time:

(i) the amount (if any) payable by an applicant for membership;

(ii) the amount of the annual subscription fee payable by each Member, or any category of Members;

(iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and

(iv) the payment method and the due date for payment.

(b) Each Member must pay to the Company the amounts determined under this **clause 8** in accordance with **clause 8.1(a)(iv)**.

8.2 Non-Payment of Fees

Subject to **clause 8.3**, the right of a Member to attend and vote at a General Meeting is suspended whilst the payment of any subscription or other amount determined under **clause 8** is in arrears for longer than 45 days.

8.3 Deferral or Reduction of Fees

(a) The Directors may defer the obligations of a Member to pay a fee or other amount, or reduce (including to zero) the fee or other amount payable by a Member, if the Directors are satisfied that:

(i) there are reasonable grounds for doing so;

(ii) the Company will not be materially disadvantaged as a result; and

(iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.

(b) If the Directors defer or reduce a fee or other amount payable by a Member under this **clause 8.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

9. GENERAL MEETINGS

9.1 Annual General Meeting

AGMs of the Company are to be held:

(a) according to the Corporations Act; and

(b) at a date and venue determined by the Directors.

9.2 Business of Annual General Meeting

The business at each Annual General Meeting shall include the following unless the Company resolves otherwise:

(a) the consideration of the annual financial report and Auditor's report;

(b) the consideration of the Director's reports;

(c) the declaration of the results of election of Directors;

(d) the appointment of a Patron, if any;

(e) the appointment of an Auditor (as and when required); and

(f) any other business of which proper notice has been given.

9.3 Power to convene General Meeting

(a) The Directors may convene a General Meeting as they think fit and must do so if required by the Corporations Act.

(b) The Voting Members may convene a General Meeting in accordance with the Corporations Act. The Board must call and arrange to hold a General Meeting in such an event provided that the request from the Members:

(i) states the resolution(s) to be proposed at the meeting;

(ii) is signed by the required number of Members at the time of making the request and

(iii) is given to the Company Secretary.

(c) The General Meeting must be held no later than two (2) months after the receipt of a duly signed request from the Members.

9.4 Notice of a General Meeting

(a) Notice of a General Meeting of Members must be given to all Members entitled to attend the General Meeting and the Directors

(b) At least 21 days' notice of the time and place of a General Meeting must be given, together with:

(i) all information required to be included in accordance with the Corporations Act;

(ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;

(iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and

9.5 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

9.6 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

(a) Members according to the Corporations Act;

(b) the Directors at the request of Members; or

(c) a court.

9.7 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

(a) each Member entitled to attend the General Meeting; and

(b) each other person entitled to notice of a General Meeting under the Corporations Act.

A notice postponing a General Meeting must specify:

(c) the new date and time for the meeting;

(d) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and

(e) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

9.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 9.4** or the Corporations Act.

9.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

9.10 Representative, proxy or attorney at postponed General Meeting

Where:

(a) by the terms of an instrument appointing a Representative, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting(s) to be held on or before a specified date; and

(b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

9.11 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

9.12 Right to appoint a proxy

(a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Corporations Act.

(b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

9.13 Form of proxy

The instrument appointing a proxy may be in form determined by the Directors from time to time provided that it complies with the requirements under the Corporations Act.

9.14 Lodgement of proxy documents

(a) A proxy may vote at a General Meeting or an adjourned or postponed meeting only if the instrument appointing the proxy is received by the Company:

(i) at the office, the email or other electronic address specified for that purpose in the notice of meeting; and

(ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.

(b) An undated proxy is taken to be dated on the day that it is received by the Company.

9.15 Authority given by appointment

(a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy or Representative:

(i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;

(ii) to speak to any proposed resolution; and

(iii) to demand or join in demanding a poll on any resolution.

(b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy

or Representative on how to vote on those resolutions, the appointment is taken to confer authority:

(i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;

(ii) to vote on any procedural motion; and

(iii) to act generally at the meeting.

(c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:

(i) at the postponed or adjourned meeting; or

(ii) at the new venue.

(d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.

(e) The instrument appointing a proxy may provide for the Chair to act as the proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.

(f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.

(g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

10. PROCEEDINGS AT GENERAL MEETING

10.1 Number for a quorum

Twenty-five percent (25%) of Voting Members must be present and eligible to vote for a quorum to exist at a General Meeting.

10.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of the General Meeting.

10.3 Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

(a) if convened by, or on requisition of, Members, is dissolved; and

(b) in any other case stands adjourned to such other day, time and place as the Chair determines.

10.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, then the meeting will be dissolved unless a further adjournment is resolved with the consent of the Members present and entitled to vote.

10.5 Chair to preside over General Meetings

(a) The Chair is entitled to preside as chair at General Meetings.

(b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, a Director (or other person) chosen by a majority of Directors present may preside as chair of the General Meeting.

10.6 Conduct of General Meetings

(a) The chair of the General Meeting:

(i) has charge of the general conduct of the meeting and of the procedures to be adopted;

(ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

(iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the chair under this **clause 10.6** is final.

10.7 Adjournment of General Meeting

(a) The chair may, with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

(b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.

(c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

10.8 Notice of adjourned meeting

(a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

(b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

10.9 Questions decided by majority

Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

10.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

10.11 Declaration of results

(a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

(b) 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 minutes of the meetings of the Company, is conclusive evidence of the fact.

(c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

10.12 Poll

(a) If a poll is properly demanded in accordance with the Corporations Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.

(b) A demand for a poll may be withdrawn.

(c) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

10.13 Objection to voting qualification

(a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):

(i) may not be raised except at that meeting; and

(ii) must be referred to the chair, whose decision is final.

(b) A vote not disallowed under the objection is valid for all purposes.

10.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made is final.

10.15 Electronic voting

Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

11. VOTES OF MEMBERS

11.1 Votes of Members

(a) At a General Meeting, on a show of hands and on a poll, the Delegate of each of the Voting Members shall have the votes set out in this **clause 11.1**.

(b) The Delegate is only entitled to vote if all fees and any other amounts presently payable by the Voting Member have first been paid.

(c) Each Voting Member will receive one vote.

12. DIRECTORS

12.1 Number of Directors

There shall be not more than seven (7) Directors comprised of:

(a) Five (5) Elected Directors who shall be elected by all of the eligible Voting Members in conjunction with the Annual General Meeting.

(b) Two (2) Appointed Directors appointed by the Board who may or may not be Members.

12.2 Nomination and Election of Elected Directors

(a) At least 45 days prior to the proposed date of the Annual General Meeting, the CEO will request nominations from Full Members for elections to positions falling vacant, that must be received no later than 28 days prior to the AGM.

(b) A Full Member may nominate one person for election as an Elected Director at each instance of an election of an Elected Director

(c) The nomination of a person for election as an Elected Director must be made in the form prescribed by the Board and signed by both the proposer and nominee and submitted to the place and by the date and time set out in the notice calling for nominations

(d) Elected Directors do not have to be a Delegate of a Full Member

(e) Elections for Elected Directors shall be by ballot in accordance with this **clause 12.2** prior to the relevant General Meeting.

(f) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:

(i) if at the close of nominations for an election to fill one or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill the relevant Elected Director position; and

(ii) if at the close of nominations for an election to fill one or more Elected Director positions there are more eligible nominees than the number of positions to be filled:

(A) a ballot will be conducted as a poll and the eligible nominee/s who receives the highest number of votes will be elected to fill the Elected Director positions; and

(B) If two or more nominees get the same number of votes and at the relevant time there is only one Elected Director position to be filled there shall be a re-vote in the first instance. Should the tie remain after the re-vote the Board will determine by majority vote who best meets the criteria and skills required of that position and that nominee is to be elected as an Elected Director.

(g) A ballot may be an in person, postal or electronic ballot, as determined by the Board prior to the AGM.

(h) The Elected Director takes office at the first meeting of the Board after the General Meeting at which their election is confirmed.

12.3 Term of office of Elected Director

Subject to **clause 25.3**, Elected Directors shall hold office, subject to this Constitution until the commencement of the second Annual General Meeting following the declaration of their election at an AGM, but subject to the maximum term provisions shall be eligible for re-election.

(a)

12.4 Appointment of Appointed Directors and Term of Appointment

(a) The Board shall appoint two (2) Appointed Directors from time to time. The Board should have regard to gender balance in all of its appointments.

(b) Appointed Directors shall be appointed pursuant to an ordinary resolution of the Board.

(c) Appointed Directors do not have to be a Member or a Delegate

(d) Subject to **clause 25.3**, each Appointed Director shall be appointed for a two (2) year term from the date of the Board meeting at which they were appointed.

12.5 Maximum Term

(a) The maximum term of a Director shall be eight (8) consecutive years, including where one or more of the years is as an Appointed Director. This does not include any period served filling a casual vacancy.

(b) Notwithstanding the provisions of **clause 12.5(a)**, where the Board is of the view that a person may be eligible to serve for an additional term of two (2) years to the maximum term for extraordinary reasons, then the maximum term for that Elected Director can be extended by a further period of 2 years by a unanimous resolution of the Board.

(c) A Director who has served the maximum number of years in accordance with **clause 12.5(a)** shall not be eligible to be a Director for three years following the completion of their maximum term.

12.6 Vacancy in Board

The office of a Director becomes vacant if:

(a) required by the Law;

(b) the Director is removed under this Constitution;

(c) the Director dies or becomes mentally incapacitated or the Director's estate is liable to be dealt with under a law relating to mental health;

(d) the Director becomes bankrupt or makes any arrangement or composition with creditors;

(e) the Director resigns their office;

(f) the Director is absent from three (3) consecutive meetings of the Board without leave of the Board; or

(g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Act.

12.7 Casual vacancy in ranks of Elected Directors

(a) The Directors may at any time appoint a person it thinks fit to fill the vacancy.

(b) The Member so appointed shall hold office, subject to the rules in this Constitution, until the conclusion of the process for the election of a Director preceding the next annual general meeting, following the date of his or her appointment.

12.8 Eligibility

(a) A person that:

(i) is an employee of the Company;

(ii) was CEO of the Company at any time within the period beginning two years prior to the date of his/her proposed appointment or election as a Director,

may not hold office as a Director.

(b) A Director that accepts a disqualifying position under **clause 12.9(a)** must notify the other Directors of this fact immediately and is deemed to have vacated office as a Director.

(c) The Directors may determine position or role descriptions or necessary qualifications for Director positions.

(d) The Directors and Nominations Committee must ensure no one gender constitutes more than 60% of the total number of Directors.

12.9 Nominations Committee

(a) A Nominations Committee may be formed, the role of which shall include the task of assessing all nominees for Appointed Director vacancies.

(b) The Nominations Committee has the power, in its reporting to the Board, to endorse those candidates it determines have the appropriate skills and experience for appointment but not to exclude any candidates from progressing to further consideration by the Board for appointment.

(c) The Nominations Committee shall comprise three persons, all appointed by the Directors, including two (2) independent persons, one of which will be Committee Chair, and one (1) Director.

(d) The complete and specific duties, functions and rules of the Nominations Committee are defined in the Nominations Committee terms of reference.

(e) The Nominations Committee must utilise a skills matrix as part of its assessment of nominees for Appointed Director vacancies.

(f) When assessing nominees for Director vacancies, the Nominations Committee must comply with **clause 12.8(d)**.

12.10 Remuneration of Directors

A Director shall not be paid any fees, remuneration or other benefit in money or money's worth for services as a Director but, with the approval of the Directors and subject to the Corporations Act, may be:

(a) paid by the Company for services rendered to it other than as a Director; and

(b) reimbursed by the Company for their reasonable and proper travelling, accommodation and other expenses incurred:

(i) in attending meetings of the Directors, a Committee or the Company; or

(ii) otherwise engaged in the affairs of the Company.

12.11 Removal of Director

(a) A Director may be removed by the Members by ordinary resolution in General Meeting.

(b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 12.11(a)** cannot be re-appointed as a Director within three years of their removal.

13. POWERS AND DUTIES OF DIRECTORS

13.1 Directors to manage the Company

The Directors are to control and manage the Company's business and may exercise all the powers of the Company except any powers that, by the law or by this Constitution, are required to be exercised by the Company in General Meeting.

13.2 Specific powers of Directors

Without limiting **clause 13.1**, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

13.3 Time, etc

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

13.4 Delegation of powers

(a) Without limiting **clause 16.4** the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Company or any other person as they think fit.

(b) Any delegation by the Directors of their powers:

(i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;

(ii) may be either general or limited in any way provided in the terms of the delegation;

(iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and

(iv) may include the power to delegate.

(c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

(d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

13.5 Code of Conduct and Board Charter

The Directors must:

(a) adopt a code of conduct for Directors and a Board charter; and

(b) periodically review the code of conduct and Board charter in light of the general principles of good corporate governance.

13.6 Strategic Plan

The Directors must develop and adopt a strategic plan as revised from time to time.

14. PROCEEDINGS OF THE BOARD

14.1 Directors' meetings

(a) Subject to **clause 14.1(e)** the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

(b) Two (2) or more Directors or the Chair alone may, at any time, call a meeting, and the Company Secretary shall, on their or his or her requisition, summon a meeting of the Board.

(c) Notice of a meeting of Directors must be given to each Director (except a Director on leave of absence approved by the Directors) at least three (3) days prior to the meeting, unless urgent circumstances require shorter notice. The notice is to state in general terms all business to be conducted at the meeting.

(d) Notice of a meeting of Directors may be given in person, or by post or by telephone or electronic means.

(e) The Directors must meet at least six times in each calendar year.

14.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

14.3 Chair's casting vote

The chair of the meeting will not have a casting vote.

14.4 Quorum

(a) Five Directors present in person and/or via technology as determined by the Directors constitutes a quorum

(b) A quorum must be present throughout each meeting of the Board. If a quorum is not present at any time, the meeting is not validly convened, but this does not affect the validity of any business conducted before the absence of a quorum occurs.

14.5 Effect of vacancy

(a) The continuing Directors may act despite a vacancy in their number.

(b) However, if the number of Director is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

14.6 Election of Chair

(a) The Directors must, at the first Directors' meeting after the AGM, annually elect one of their number to be the Chair by a majority vote.

(b) The Director elected to be Chair under **clause 14.6(a)** will, subject to remaining a Director, remain Chair for one year from the date of their election until the first Directors' meeting after the following AGM and shall chair any meeting of Directors.

(c) Despite **clause 14.6(b)**, if:

(i) there is no person elected as Chair; or

(ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or

(iii) the Chair is unwilling to act,

the Directors present may elect one of their number to be chair of the meeting.

(d) A Director elected as Chair may be re-elected as Chair in following years, so long as he or she remains a Director.

14.7 Circulating resolutions

(a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and all of the Directors entitled to vote on the resolution (not being less than the number

required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 14.7(a)** and is taken to be signed when received by the Company in legible form.

(c) The resolution is passed when the last Director signs.

14.8 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

14.9 Directors' Interests

(a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.

(b) Directors must complete an annual statement of interest which must be updated from time to time to satisfy the requirements in **clause 14.9(a)**.

(c) Where a Director declares a material personal interest or in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter, and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.

(d) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

(e) The CEO shall maintain a register of declared interests.

14.10 Minutes

The Directors must cause minutes of meetings to be made and kept in accordance with the Corporations Act.

15. VIRTUAL MEETINGS OF THE COMPANY

15.1 Virtual Meeting

(a) A General Meeting or a Directors' Meeting may be held by means of a Virtual Meeting, provided that:

(i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and

(ii) the meeting is convened and held in accordance with the Corporations Act.

(b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with the provisions of this **clause 15**.

15.2 Conduct of Virtual Meeting

The following provisions apply to a Virtual Meeting of the Company:

(a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;

(b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

(c) at the commencement of the meeting each person must be distinguishable to the chair;

(d) a person may not leave a Virtual Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;

(e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Virtual Meeting unless that person has previously notified the chair of leaving the meeting; and

(f) a minute of proceedings of a Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

16. CHIEF EXECUTIVE OFFICER

16.1 Appointment of a CEO

The Directors shall appoint a CEO and review their performance in accordance with a CEO performance review process adopted by the Board.

16.2 Powers, duties and authorities of a CEO

(a) The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

(b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

16.3 Suspension and removal of a CEO

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.

16.4 Delegation by Directors to a CEO

The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

(a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;

(b) manage the financial and other reporting mechanisms of the Company;

(c) approve and incur expenditure subject to specified expenditure limits;

(d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and

(e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

16.5 CEO to attend meetings

The CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meetings of the Directors and any Committees and may speak on any matter but does not have a vote.

17. COMPANY SECRETARY

17.1 Appointment of a Company Secretary

There must be at least one Company Secretary who is to be appointed by the Directors.

17.2 Suspension and removal of a Company Secretary

The Directors may suspend or remove a Company Secretary from that office.

17.3 Powers, duties and authorities of a Company Secretary

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

18. COMMITTEES

18.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

18.2 Powers delegated to Committees

(a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.

(b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

18.3 Committee meetings

Unless otherwise determined by the Directors, Committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

18.4 Finance and Risk (FR) Committee

(a) An FR Committee must be established by the Directors.

(b) The composition, duties and functions of the FR Committee shall be defined in the FR Committee terms of reference.

19. POLICIES

19.1 Making and amending Policies

(a) In addition to policies made under **clause 7.2**, the Directors may from time to time make policies:

(i) that are required to be made under this Constitution; and

(ii) that, in their opinion, are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those policies.

(b) The Policies referred to in **clauses 7.2** and **19.1(a)** will take effect 14 days after the service of the Policy on the Member and shall be in force and effect on that date.

19.2 Effect of Policies

A Policy:

(a) is subject to this Constitution;

(b) must be consistent with this Constitution;

(c) when in force, is binding on all Members and has the same effect as a provision in this Constitution; and

(d) may be overruled if a resolution to that effect is passed by the Members at a General Meeting.

20. INSPECTION OF RECORDS

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

21. ACCOUNTS

21.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Corporations Act.

21.2 Auditor

A properly qualified auditor(s) shall be appointed by the Directors and the remuneration of such auditor(s) fixed and duties regulated in accordance with the Corporations Act.

22. SERVICE OF DOCUMENTS

22.1 Document includes notice

In this **clause 22**, document includes a notice.

22.2 Methods of service on a Member

The Company may give a document to a Member:

(a) personally;

(b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

(c) by sending it to an email other electronic address nominated by the Member.

22.3 Methods of service on the Company

A Member may give a document to the Company:

(a) by delivering it to the Registered Office;

(b) by sending it by post to the Registered Office; or

(c) by sending it to an email other electronic address nominated by the Company.

22.4 Post

A document sent by post if sent to an address:

(a) in Australia, may be sent by ordinary post; and

(b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the third business day after the date of its posting.

22.5 Electronic transmission

If a document is sent by email other electronic transmission, delivery of the document is taken to:

(a) be effected by properly addressing and transmitting the email other electronic transmission; and

(b) have been delivered on the business day following its transmission.

23. INDEMNITY

23.1 Indemnity of officers

(a) This **clause 23** applies to every person who is or has been:

(i) a Director, CEO or Company Secretary of the Company; and

(ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an "Indemnified Officer" for the purposes of the rest of **clause 23**.

(b) The Company will indemnify each Indemnified Officer out of the property of the Company against:

(i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and

(ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

(iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or

(iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

23.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

(a) the Company is forbidden by statute to pay or agree to pay the premium; or

(b) the contract would, if the Company paid the premium, be made void by statute.

23.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 23.1** on the terms the Directors think fit (as long as they are consistent with **clause 23**).

24. ALTERATION OF CONSTITUTION

This Constitution or any other Constitution for the time being in force, may be altered, rescinded or repealed and a new constitution may be adopted by Special Resolution passed by at least seventy five percent (75%) of the votes cast by Members of the Company present in person and entitled to vote on the resolution in a general meeting in the manner prescribed by the law:

25. WINDING UP

25.1 Contributions of Members on winding up

(a) Each Voting Member may be required to contribute to the Company's property if the Company is wound up whilst they are a Member or within one year after their membership ceases.

(b) The contribution is for:

(i) payment of the Company’s debts and liabilities contracted before their membership ceased;

(ii) the costs of winding up; and

(iii) adjustment of the rights of the contributories among themselves,

and the amount is not to exceed $1.00.

(c) No other Member shall be required to contribute to the Company’s property if the Company is wound up.

25.2 Excess property on winding up

(a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must not be paid to or distributed among the Members. It must be given or transferred to another body or bodies:

(i) having objects similar to those of the Company; and

(ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.

(b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

25.3 Transitional Provision

(a) The initial Appointed Directors of the Company will be:

(i) Nicole Comerford, who will serve for an initial period being from the date of incorporation of the Company to the date of the first Board Meeting following the Annual General Meeting of the Company conducted in 2027; and

(ii) Dion Collins, who will serve for an initial period being from the date of incorporation of the Company to the date of the first Board meeting following the Annual General Meeting of the Company conducted in 2028.

(b) The initial Elected Directors of the Company will be:

(i) Gail Torrens; and

(ii) Adam Van Zanten,

who will each serve for a period up to the Annual General Meeting of the Company conducted in 2027; and

(iii) Alison Lyons;

(iv) Chris Davis; and

(v) Annie Watson,

who will each serve for a period up to the Annual General Meeting of the Company conducted in 2028.

(c) For the purposes of calculating the maximum term served by a Director pursuant to **clause 12.5** of this Constitution, the consecutive years served as a director of Sports Federation of Queensland Incorporated prior to the

incorporation of the Company will be taken into account. This does not include:

(i) any period served filling a casual vacancy; nor

(ii) in the case of Appointed Directors, the period between the date of the annual general meeting of Sports Federation of Queensland Incorporated held in 2026 and the date of first Board Meeting following the date of incorporation of the Company.