

CONSTITUTION OF THE AUSTRALIAN POLO COUNCIL LTD

1. **NAME OF COMPANY** The name of the Company is The Australian Polo Council Ltd.
2. **TYPE OF COMPANY** The Company is a not for profit public company limited by guarantee.
3. **OBJECTS** The Objects of the Company are:
 - (a) To promote and encourage the playing of and interest in the sport of polo.
 - (b) To carry out the functions of the peak body for the sport of polo in Australia, as those functions may be from time to time, including being a member of the Federation of International Polo as the national association for Australia.
 - (c) To represent Australian polo participants, polo clubs and polo associations in dealing with government, regulators, commercial enterprises, other sporting associations, professional associations and international polo organisations to further these Objects.
 - (d) To formulate policies and procedures for the conduct of all manner of polo activities in Australia to promote these Objects, and to take disciplinary or other action as may be necessary to ensure the policies are complied with. Disciplinary action may include but is limited to imposing penalties on State Associations, Clubs, Players and Officials, including suspension from playing, practising or participating in polo events, imposing fines, bans and/or expulsion.
 - (e) To co-ordinate and select national Australian representative teams to compete against other nations in Australia and overseas.
 - (f) To co-ordinate international polo competitions.
 - (g) To prepare and amend from time to time, the rules of polo in Australia.
 - (h) To formulate policies and procedures for assigning handicaps to players, oversee the implementation of those policies and procedures and publish lists of Australian handicaps for reference by Australian and international polo associations.
 - (i) To determine with State Associations the playing dates of major tournaments having regard to the interests of all of the State Associations and the sport of polo as a whole.
 - (j) To control, protect and develop the commercial footing/best interests of the sport of polo as determined by the Company, including patents, trade marks, sponsorship agreements, exclusive access arrangements, publicity agreements and other commercial arrangements. Where conflicts arise, the Company shall determine the approach which is most consistent with these Objects.
 - (k) To apply all of its income, after expenses, to promote these Objects.

- (l) To take whatever steps are necessary to ensure all persons and bodies engaged in polo in Australia operate in a lawful manner.
- 4. POWERS** The Company has all of those powers provided under the Corporations Act, including all of the powers of a natural person, and no restrictions are placed thereon.
- 5. MEMBERS** The Members of the Company are the State Associations administering the game of polo in their respective state, as they may exist from time to time.
- Should a State Association cease to exist, or cease to carry out the functions of the peak polo administration body in that state, or a General Meeting of the Company resolve that the Member does not represent the interests of the majority of polo players in the relevant state, the State Association shall cease to be a Member.
- Each Member is entitled to appoint two (2) Directors of the Company.
- 6. MEMBERS' GUARANTEE** Upon becoming a Member of the Company, each Member guarantees to pay an amount of \$10 in order to satisfy the debts of the company in the event of a winding up.
- 7. DISTRIBUTIONS TO MEMBERS** The Company is prohibited from making distributions of profit or surpluses to its Members.
- 8. GENERAL MEETINGS** Any State Association may call for a General Meeting to be held. The request must be delivered to the Secretary of the Company at least 21 days before the proposed meeting. The notice must state the reason for the meeting and any business proposed to be conducted in the meeting, including the wording of any resolutions.
- The Secretary shall have delivered by post, courier, fax or email, written notice of a General Meeting. The address of the notice shall be the most recent address of the Member as advised by the Member in writing to the Company. The notice shall give at least 2 weeks clear notice of the meeting and shall state:
1. The date, time and location of the meeting: and
 2. The business to be conducted, including proposed resolutions.
- Members may appoint up to two Delegates to attend a General Meeting. A notice of the identity of a Delegate must be provided to the Chairman by the relevant State Association prior to the commencement of the meeting. Delegates may attend by telephone.
- A quorum is at least one delegate from each of three Members.
- A General Meeting may decide any matter by simple majority provided the resolution was circulated to all members no less than 2 weeks prior to the meeting.
- A General Meeting may decide any matter by 75% majority of all Members, regardless of whether 2 weeks prior notice had been given.

The President acts as Chairman, but may appoint an alternate Chairman as he sees fit. The Chairman may vote as a Delegate and does not have a casting vote.

Members may resolve a matter by circulation or email confirmation of a written resolution.

The Secretary distributes minutes of the meeting or resolution as soon as practicable.

9. ANNUAL GENERAL MEETING

The Company holds an Annual General Meeting each year in the period from 1 July to 30 November.

The business of the Annual General Meeting shall include:

1. presentation of reports by:
 - The President; and
 - The Treasurerin relation to the activities of the Company during the year.
2. election of:
 - The President;
 - The Treasurer; and
 - The Secretary (who may be an employee)for the following year.
3. set the fees for affiliation with the Company for the following year.

10. DIRECTORS

Each Member is entitled to appoint two Directors. Each Director is appointed for a term of one or two years with the intention that where possible, one of each Member's appointees' terms expires each year.

The President may appoint up to two additional Directors for the purpose of adding particular expertise to the skill set of the Board. Additional Directors' terms of appointment are one year.

A Chief Executive Officer shall not be a member of the Board.

The business of the Company is to be managed by or under the direction of the Directors.

The Directors may exercise all the powers of the Company except any powers that the Corporations Act or this Constitution requires the Company to exercise in General Meeting.

Any person eligible at law to be a director of a public company may be appointed a director of the Company.

11. ALTERNATE DIRECTORS

A State Association may by written notice appoint an Alternate Director to fulfil the functions of an appointed Director should the appointed Director be unavailable. Where an Alternate Director exercises the Director's power, the exercise of power is just as effective as if the powers were exercised by the Director.

- Any revocation of appointment of an Alternate Director by a Member must be by written notice.
- 12. RESIGNATION** A Director or Alternate Director may resign by written notice to the Secretary.
- 13. DIRECTORS' MEETINGS** The Directors make such rules and regulations for the conduct of its meetings and making decisions as they see fit from time to time.
Directors meetings are minuted.
- 14. DIRECTORS' REMUNERATION** Directors do not receive remuneration.
- 15. PAYMENTS TO DIRECTORS** No payment may be made to a Director, for any purpose, unless approved by the Board of Directors.
- 16. AFFILIATES** Every polo club and every player participating in polo in Australia is entitled to be an Affiliate with the Company, subject to them:
1. satisfying the entry/registration requirements of the Member (State Association) governing polo where they intend to play;
 2. entering into a legally enforceable undertaking in a form approved by the Company, to comply with the rules and policies of the Company as they may exist from time to time.
 3. being in compliance with any directive, disciplinary process issued by or on behalf of the Company and their State Association, including in relation to previous bans or expulsions by the Company, their State Association or another recognised international polo administration.
- 17. FEES** The Company shall levy each State Association with an Annual Affiliation Fee, the amount of which is to be fixed at the Annual General Meeting. The Annual Affiliation Fee is due and payable within 30 days.
- 18. BANKING AND NEGOTIABLE INSTRUMENTS** Any two Directors of the Company may sign, draw, accept, endorse or otherwise execute a negotiable instrument.
The Directors may determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.
- 19. BOOKS AND RECORDS** The Directors ensure the Company maintains adequate books and records.
The Directors may inspect any accounting records and other documents of the Company.
- 20. ACCOUNTS** The Directors cause to be prepared financial statements setting out the results of the Company's operations for the year and its financial position at the end of the year.
The Company's financial year commences on 1 July (except the first year) and ends on 30 June.

- 21. AUDITORS** The Company appoints an Auditor within one month of incorporation and at each Annual General Meeting thereafter.
- 22. REPORTING** The audited financial statements of the Company are distributed to the Members within 120 days of the end of the financial year.
- 23. COMMON SEAL** The Directors may by resolution adopt a Common Seal for the Company, may set rules governing how a common seal is to be signed when affixed, and may set rules governing documents the seal must be affixed to.
- 24. INDEMNITY** The Company indemnifies any person who is or has been an officer or auditor of the Company against:
1. a liability to another person (other than the Company or related body corporate) unless the liability arises out of conduct involving a lack of good faith by the person; or
 2. a liability for costs and expenses incurred by the person:
 - in defending proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; or
 - in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Act.
- The Company may pay a premium in respect of a contract insuring a person against liability incurred in respect of matters indemnified under the preceding provision.
- 25. WINDING UP** If upon winding up of the Company there remains after satisfaction of all of its debts and liabilities any property whatsoever, the Company shall distribute the property to such body or bodies as the Directors determine most closely reflects the Objects of the Company, and which institution or institutions shall prohibit the distribution of its income or property among its members to an extent at least as great as is imposed the Company by virtue of this provision.
- 26. AMENDMENT** This Constitution may be amended by resolution at a General Meeting.