



CONSTITUTION

QUIDAUS LTD

A company limited by guarantee

QuidAus Ltd.

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Constitution of QuidAus Ltd (ACN ### ### ##) (the Company or QA), a public company limited by guarantee.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution unless the context requires otherwise:

Affiliate Club means a Quidditch club which is a Member, or is otherwise affiliated with the Company, either directly, or through a State.

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 13.10**.

Committee means a committee established by the Directors under **clause 19**.

Commonwealth means the Commonwealth of Australia as established under the *Commonwealth of Australia Constitution Act 1977* (Cth).

Company means the QuidAus Ltd (ACN ### ### ##).

Company Secretary means a person appointed as a company secretary of the Company by the Directors under **clause 18**.

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 modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

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 13.7**.

Eligible Director Candidate means a person determined by the Nominations Committee as being eligible to hold office as a Director of the Company.

First Directors mean the persons referred to in **clause 13.2(a)**.

Financial Year means the year commencing 1 July and ending 30 June the following year.

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

Quidditch means all forms of the sport of Quidditch.

IQA means the International Quidditch Association or other organisation the Company affiliates with for the promotion and organisation of Quidditch Internationally.

IQA Statutes and Regulations mean the statutes and regulations of IQA in force from time to time.

Individual Member means a person who is:

- (a) a registered financial individual member of an Affiliate Club; or
- (b) a player, coach or official in any Quidditch competition conducted by or under the auspices of the Company, State Member, and/or Affiliate Member; or
- (c) a player, coach, or official in any Quidditch competition not conducted within Australia who:
 - (i) was born in Australia; or
 - (ii) holds Australian citizenship; and

who is admitted to the Company under **clause 5.8**.

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

Life Member means a person admitted to the Company as a life member under **clause 5.6**.

Member means a Voting Member or a Non-voting Member as set out in **clause 5**.

MPP means the Member Protection Policy adopted by the Company from time to time.

Non-Voting Member means a Member of the Company named in **clause 5.1** or admitted as a non-voting Member of the Company under **clause 5.1(a)(i)**.

Objects mean the objects of the Company as set out in **clause 2**.

Official Position means, in connection with a body corporate or organisation, a person who:

- (a) holds a position, whether elected or appointed, as president, vice president, secretary, treasurer, director or equivalent of that body corporate or organisation; or
- (b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

President means the person elected as the President of the Company under clause 15.7(a).

Regulations means all rules, regulations or policies made under **clauses 7.3 and 20**.

Registration means registration or affiliation of an Individual Member or an Affiliate Club with a State Member, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance and, in the case of Individual Members, their consent to membership of the Company as required by **clause 5.8**. **Registered** has a corresponding meaning.

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

Sporting Power means that power delegated to the Company by IQA for the exclusive control and management of Quidditch in Australia.

Special Resolution means a resolution which must be passed by a majority of at least 75% of votes which are cast by Voting Members at the relevant General Meeting in accordance with this Constitution and/or the Corporations Act.

State means the States of Australia, which is be deemed to include each of the Northern Territory and the Australian Capital Territory.

State Member means a legal entity recognised by the Company under **clause 5.3**.

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

Voting Member means each Affiliate Club, and Sate Member of the Company.

Vice President means the person elected as the Vice President of the Company under **clause 15.7(a)**.

1.2 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.

1.3 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 Company has been recognised by IQA and delegated by IQA with exercising the Sporting Power for Australia. The Objects of the Company are to:

- (a) adopt and exercise the Sporting Power as the national governing body for Quidditch in Australia and to act as the sole Australian member of IQA in accordance with the IQA Statutes and Regulations;
- (b) conduct, encourage, promote, advance, control and manage all levels of Quidditch in Australia interdependently with Members and others;
- (c) adopt, formulate, issue, interpret and amend Regulations for the control and conduct of Quidditch in Australia;
- (d) encourage the provision and development of appropriate facilities for participation in Quidditch;
- (e) maintain and enhance standards, quality and reputation of Quidditch for the collective and mutual benefit and interests of members and Quidditch;
- (f) promote the sport of Quidditch for commercial, government and public recognition and benefits;

- (g) be the only body entitled to prepare and enter Australian teams in international IQA competitions;
- (h) promote, control, manage and conduct Quidditch events, competitions and championships;
- (i) encourage and promote widespread participation in Quidditch and physical activity;
- (j) use and promote the Intellectual Property;
- (k) act in good faith and loyalty to ensure the maintenance and enhancement of the Company and Quidditch for the collective and mutual benefit of the Members and Quidditch;
- (l) at all times operate with, and promote, mutual trust and confidence between the Company and the Members in pursuit of these objects;
- (m) at all times to act on behalf of, and in the interests of, the Members and Quidditch;
- (n) promote the economic and sporting success, strength and stability of the Company and each State Member and Member Body and to act interdependently with each Member in pursuit of these objects;
- (o) affiliate (where necessary or appropriate) and otherwise liaise with the IQA, the Australian Olympic Committee, the Australian Sports Commission and any other such organisation in the pursuit of these objects;
- (p) promulgate and enforce such rules as may be necessary or appropriate for the management and regulation of Quidditch and related activities in Australia, including, but not limited to discipline, sexual harassment, drugs in sport, health, safety, junior and senior programs, and such other matters as arise from time to time as issues to be addressed in Quidditch;
- (q) where necessary or appropriate conduct or commission research and development for improvements in Quidditch;
- (r) pursue or develop such commercial arrangements, as are appropriate to further the Objects of the Company and Quidditch; and
- (s) act as final arbiter on all matters referred to it in accordance with Regulations pertaining to the conduct of Quidditch in Australia, including disciplinary matters.
- (t) 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, in addition to the Sporting Power and any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Act.

4. INCOME AND PROPERTY OF 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 Categories of Members

- (a) Members of the Company will fall into one of the following categories:
 - (i) State Members;
 - (ii) Affiliate Club Members;
 - (iii) Life Members;
 - (iv) Individual Members; or
 - (v) such other category of Member as may be created by the Directors.
- (b) Any category of Member created by the Directors under this **clause 5.1(a)(v)** may not be granted voting rights.

5.2 Admission of Members

A 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 IQA Statutes and Regulations and the Regulations (including Regulations specific to the relevant category of Membership);
- (b) pay the fees and subscriptions determined to apply to the Member under **clause 9**; and

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

5.3 State Members

- (a) The Company will recognise only one entity in each State as the controlling body responsible for ensuring the efficient administration of Quidditch in the whole of that State in accordance with the Objects. State Members must be legal entities and must be named according to the State in which it is located.
- (b) The State Members, at the time of adoption of this Constitution, are the entities listed in Schedule 1. The Company may by special resolution admit other State Members on such terms and conditions as set out in the special resolution by entering their name in the register of Members.
- (c) Subject to this Constitution, State Members will have the right to receive notice of, to attend and to speak and vote at General Meetings.
- (d) Each State Member must:
 - (i) have objects that align with those of the Company as stated in **clause 2** and do all that is reasonably necessary to enable the Objects to be achieved, having regard to any legislation applicable to that State Member;
 - (ii) at all times act for and on behalf of the interests of the Company, the Members and Quidditch;
 - (iii) be responsible and accountable to the Company for fulfilling its obligations under the Company's strategic plan as revised from time to time;
 - (iv) immediately following the State Member's annual general meeting, provide the Company with copies of:
 - (A) its accounts;
 - (B) annual report;
 - (C) the report issued by the president (or equivalent) of the State Member; and
 - (D) any other documents tabled at its annual general meeting;
 - (v) provide the Company with copies of its business plans and budgets from time to time and within 30 days of request by the Directors;
 - (vi) subject to the terms of the constitution of each State Member and the governing legislation applicable to the actions of the board of directors of each State Member:
 - (A) be bound by this Constitution and the Regulations and the IQA Statutes and Regulations, where applicable;
 - (B) act in good faith and loyalty to maintain and enhance the Company and Quidditch, its standards, quality and reputation for the collective and mutual benefit of the Members and Quidditch;
 - (vii) at all times operate with and promote mutual trust and confidence between the Company and the Members, promoting the economic and sporting

success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;

- (viii) maintain a database of all clubs, officials and members registered with it in accordance with the Regulations and provide a copy to the Company upon request from time to time by the Directors in such means as may be required;
 - (ix) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Quidditch and its maintenance and development; and
 - (x) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties, assist the Company in investigating those issues and cooperate with the Company in addressing those issues in whatever manner and on such conditions as the Company considers appropriate.
- (e) Each State Member must take all steps necessary to ensure its constituent documents conform, and amendments conform, with this Constitution and the Regulations, subject to any prohibition or inconsistency in any legislation applicable to that State Member.
 - (f) The constituent documents and any proposed amendments to the constituent documents of each State Member will be subject to the approval of the Company.
 - (g) It will be the duty of the Company to approve, without delay, such constituent documents and proposed amendments to constituent documents as may be submitted by the State Members provided that the said constituent documents and proposed amendments conform to this Constitution or the Regulations.
 - (h) If the constituent documents do not conform to this Constitution or the Regulations, the relevant State Member must, without delay, take all steps necessary to address the inconsistency so that those documents conform to this Constitution and the Regulations.
 - (i) For the avoidance of doubt, if any inconsistency remains between the constituent documents of a State Member and this Constitution or the Regulations, this Constitution and the Regulations will prevail to the extent of that inconsistency.

5.4 Affiliate Club

- (a) The Affiliate Club Members, at the time of adoption of this Constitution, are the entities listed in Schedule 2. The Company may by special resolution admit other Affiliate Clubs on such terms and conditions as set out in the special resolution by entering their name in the register of Members.
- (b) Subject to this Constitution, Affiliate Clubs will have the right to receive notice of, to attend and to speak and vote at General Meetings.
- (c) Each Affiliate Club must:
 - (i) have objects that align with those of the Company as stated in **clause 2** and do all that is reasonably necessary to enable the Objects to be achieved, having regard to any legislation applicable to that Affiliate Club;

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- (ii) at all times act for and on behalf of the interests of the Company, the Members and Quidditch;
- (iii) be responsible and accountable to the Company for fulfilling its obligations under the Company's strategic plan as revised from time to time;
- (iv) subject to the terms of the constitution of each Affiliate Club and the governing legislation applicable to the actions of the board of directors of each Affiliate Club:
 - (A) be bound by this Constitution and the Regulations and the IQA Statutes and Regulations, where applicable;
 - (B) act in good faith and loyalty to maintain and enhance the Company and Quidditch, its standards, quality and reputation for the collective and mutual benefit of the Members and Quidditch;
- (v) at all times operate with and promote mutual trust and confidence between the Company and the Members, promoting the economic and sporting

success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;

- (vi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Quidditch and its maintenance and development; and
 - (vii) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties, assist the Company in investigating those issues and cooperate with the Company in addressing those issues in whatever manner and on such conditions as the Company considers appropriate.
- (d) For the avoidance of doubt, if any inconsistency remains between the constituent documents of a State Member and this Constitution or the Regulations, this Constitution and the Regulations will prevail to the extent of that inconsistency.

5.5 Life Members

- (a) Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to Quidditch in Australia.
- (b) Any Member may forward a proposed nomination to the Directors for their consideration.
- (c) On the nomination of the Directors, any individual may be elected as a Life Member at any Annual General Meeting by Special Resolution, subject to that individual completing an application in accordance with **clause 5.2**.
- (d) The Regulations will set out:
 - (i) the categories of Life Membership which exist;
 - (ii) the criteria to be met by each category of Life Member; and
 - (iii) the privileges and benefits of each category of Life Member in addition to those set out in this Constitution but cannot include the right to vote at General Meetings.
- (e) A person may be recognised posthumously as a Life Member.
- (f) A Life Member is entitled to any benefits of membership prescribed to apply to Life Members in the Regulations and, subject to this Constitution, will have the right to receive notice of and attend, but not vote, at General Meetings.
- (g) Subject to **clause 5.2**, at the time of adoption of this Constitution, the first Life Members of the Company will be the persons listed in Schedule 3 to this Constitution.

5.6 Individual Members

- (a) An individual that is recognised, affiliated, accredited or Registered by or with, a Member will, upon Registration with the Member, become an Individual Member of the Company and is subject to the provisions of this Constitution.
- (b) The Company may register Individual Members directly in certain situations such as (but not only) those individuals not affiliated with a State Member or Affiliate Club but

who partake in Quidditch in any form.

- (c) To remain a Member, all Individual Members must:
 - (i) renew their membership, affiliation, accreditation or Registration with the Company in accordance with the procedures applicable from time to time;
 - (ii) otherwise remain a member, affiliated, accredited or Registered with the Company in accordance with the procedures applicable from time to time; and
 - (iii) pay such fees as may be prescribed by the Company in respect of their membership, affiliation, accreditation or Registration, from time to time.
- (d) In addition to the effect of membership set out in **clause 5.2**, an Individual Member is bound by, and must comply with, this Constitution and the Regulations.
- (e) An Individual Member is entitled to any benefits of membership prescribed to apply to Individual Members in the Regulations but, in any event, will not be entitled to receive notice of, or speak or vote, at General Meetings.

5.7 Affiliate Clubs and Individual Members deeming provisions

- (a) All Affiliate Clubs prior to the time of approval of this Constitution under the Act, will be deemed Affiliate Clubs from the time of the approval of this Constitution under the Act, and will be entitled to such benefits as are conferred on them by the Company, whether directly or indirectly.

- (b) All persons being individual members (howsoever described) of a Voting Member prior to the time of approval of this Constitution under the Act, will be deemed individual members from the time of approval of this Constitution under the Act, and will be entitled to such benefits as are conferred on them by the Company, whether directly or indirectly.

5.8 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 may, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so will 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 or Quidditch or both.

5.9 Limited Liability

Members have no liability in that capacity except as set out in **clause 27**.

6. CESSATION OF MEMBERSHIP

6.1 Cessation

A person ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) the termination of their membership according to this Constitution or the Regulations;
- (d) a body corporate being dissolved or otherwise ceasing to exist; and
- (e) without limiting the foregoing:
 - (i) in the case of Non-Voting Members, that Member no longer meeting the requirements for membership according to **clause 5**; and
 - (ii) in the case of Voting Members, that Member ceasing to be a Member in accordance with **clause 8**.

6.2 Resignation

For the purposes of **clause 6.1(a)**:

- (a) a Non-Voting Member may resign as a Member of the Company by giving 14 days written notice to the Directors; and

- (b) a Voting Member may resign as a Member of the Company by giving at least 12 months' written notice to the Directors. Where a Voting Member seeks to resign as a Member of the Company the written notice must be accompanied by a copy of the Special Resolution passed by the Voting Member's members resolving that the Member resign from the Company.

6.3 Forfeiture of Rights

A Member who or which ceases to be a Member will 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 Regulations or under this Constitution.

7.2 Mediation for disputes between the Company and its Members

- (a) In the event of a Dispute between the Company and a Member, the parties must attempt to resolve the Dispute using the dispute resolution procedure set out in this clause before resorting to alternative procedures, including litigation.
- (b) The Dispute resolution procedure is as follows:
 - (i) if a party believes that a Dispute has arisen, it must serve a dispute notice on the other party;
 - (ii) the dispute notice must state that a Dispute has arisen and set out, in sufficient detail, what the Dispute is about;
 - (iii) within 21 days of the date of service of a dispute notice that conforms with **clause 7.2(b)(ii)**, the parties must meet (including via telephone or other electronic means) to resolve the Dispute;
 - (iv) if the parties cannot resolve the Dispute at the meeting in **clause 7.2(b)(iii)**, the parties may jointly appoint a mediator to hear the Dispute. If the parties cannot agree a mediator within 21 days of the date of the meeting in **clause 7.2(b)(iii)**, the parties may apply to President of the Resolution Institute of Australia to appoint a mediator;
 - (v) once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and
 - (vi) if the Dispute is not resolved within 45 days of the appointment of a mediator (or such other time as is agreed by the parties in writing) or if a party abandons the process before the Dispute can be resolved, the parties will be entitled to pursue any other avenue available to them to resolve the Dispute.

- (c) The mediator may fix the charges for the mediation. The fee for the mediation must be paid equally by the parties.
- (d) If the Dispute is settled at or prior to the mediation, all parties must sign a settlement deed. The deed will contain a confidentiality clause and its terms will be binding on the parties.

7.3 Regulations

- (a) The Directors may make a Regulation:
 - (i) for the hearing and determination of:
 - (A) grievances by any Member who feels aggrieved by a decision or action of the Company ; and
 - (B) disputes between Members relating to the conduct or administration of Quidditch;
 - (ii) for the discipline of Members;
 - (iii) for the formation and administration of an appeals tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question; and
 - (iv) for the termination of Members (except in respect of Voting Members).
- (b) 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 Regulations 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 Quidditch, or both; or
 - (iii) prejudiced the Company or Quidditch or brought the Company or Quidditch or themselves into disrepute,for investigation or determination either under the procedures set down in the Regulations or by such other procedure and/or persons as the Directors consider appropriate.
- (c) During investigatory or disciplinary proceedings under this **clause 7**, a respondent may not participate in Quidditch, 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.
- (d) The Directors may include in any Regulation or Regulations a final right of appeal to an independent body outside the control of the Company.

7.4 Member disciplinary rules

- (a) This **clause 7** does not affect or displace a Member's disciplinary rules and for the avoidance of doubt, any disciplinary matter should first be dealt with at Member level under relevant Member rules.
- (b) The Company may choose to not accept an appeal or other matter under this rule where it considers it has been properly addressed by a Member.

7.5 Non-application of Clause 7

This **clause 7** does not apply to any incident or matter to which the MPP applies and any member protection related matter must be dealt with in accordance with the MPP.

8. TERMINATION OF MEMBERSHIP OF VOTING MEMBER

8.1 Sanctions for discipline of Member

Without limiting matters that may be referred to in the Regulations, any Voting Member that is determined by the Directors to have acted in a manner set out in **clause 7.3(b)** will be liable for the sanctions set out in that Regulation, including termination of Membership (which will only take place in accordance with the procedure set out in this **clause 8**).

8.2 Termination of Membership of Voting Member

- (a) No recommendation can be made by the Directors under this **clause 8** unless all avenues of appeal available to the relevant Voting Member under the Regulations have been exhausted.
- (b) Subject to compliance with **clause 8.2(a)** (and the Regulations), the Directors may recommend to a General Meeting to terminate the membership of a Voting Member.
- (c) Where a recommendation is made by the Directors to a General Meeting in accordance with **clause 8.2(b)**:
 - (i) the defence or explanation given by the Voting Member in any determination pursuant to **clause 7.3(b)** (if any) together with the Company's determination must be included in the notice of General Meeting provided to Members;
 - (ii) the Voting Member the subject of the recommendation may be present during the General Meeting but is not entitled to vote on the recommendation.
- (d) Upon recommendation from the Directors under **clause 8.2(b)**, a General Meeting may, by Special Resolution (with the Voting Member the subject of the vote prohibited from voting), terminate the membership of a Voting Member.
- (e) Where the membership of a Voting Member is terminated in accordance with this **clause 8.2(e)**,
 - (i) the Directors may recommend to the General Meeting that the Company admit another body, which meets the requirements in **clause 5.3(a)**, as the Voting Member to represent the relevant State or league; and

- (ii) the General Meeting (or a subsequent General Meeting) may, by Special Resolution, admit the recommended body as the Voting Member, subject to **clause 5.2**.

9. FEES AND SUBSCRIPTIONS

9.1 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 9.1** in accordance with **clause 9.1(a)(iv)**.

9.2 Non-Payment of Fees

The right of a Member to attend and or vote at a General Meeting is suspended while the payment of any subscription or other amount determined under **clause 9.1** is in arrears greater than 30 days.

9.3 Deferral or reduction of subscriptions

- (a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription 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 subscription or other amount payable by a Member under this **clause 9.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

10. GENERAL MEETINGS

10.1 Annual General Meeting

Annual General Meetings of the Company are to be held:

- (a) according to the Corporations Act; and
- (b) at a date and venue determined by the Directors.

10.2 Power to convene General Meeting

- (a) The Directors may convene a General Meeting when 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.

10.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and
 - (ii) in accordance with **clause 24** and the Corporations Act.
- (b) If the proposed business of a General Meeting includes the election of an Elected Director, the notice must include:
 - (i) a list of Eligible Director Candidates ranked by the Nominations Committee; and
 - (ii) a profile for each Eligible Director Candidate, no more than one page in length, prepared by the Eligible Director Candidate.
- (c) At least 45 days prior to the proposed date of the Annual General Meeting, the Secretary will request from Voting Members notices of motions, which must be received no less than 28 days prior to the Annual General Meeting.
- (d) 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
 - (iv) where applicable, a list of all Eligible Director Candidates for positions to be elected at the relevant General Meeting.

10.4 Cancellation or postponement of General Meeting

Where a General Meeting (including an Annual General Meeting) 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.

10.5 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.

10.6 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) 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
- (c) 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.

10.7 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 11.8** or the Corporations Act.

10.8 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 or General Meetings 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.

10.9 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.

10.10 Right to appoint representative

- (a) In accordance with the Corporations Act, each Voting Member is entitled to appoint an individual as their Representative to attend General Meetings, provided that the Voting Member has not appointed a proxy under **clause 10.13**, and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings.
- (b) A Voting Member may appoint more than one Representative but only one Representative may exercise the Voting Member's powers at any one time.
- (c) In addition to each Voting Member's appointed Representative, each Voting Member will be entitled to appoint one further representative to attend meetings on their behalf but not vote.

10.11 Right to appoint 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.

10.12 Form of proxy

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

10.13 Attorney of Member

A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the Company in accordance with the Corporations Act.

10.14 Lodgement of proxy or attorney documents

- (a) A proxy or Attorney may vote at a General Meeting or an adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by the Company:
 - (i) at the office, the facsimile number at the office or at such other place, facsimile number or 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 that 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.

10.15 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, attorney 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, attorney 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 President to act as 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.

11. PROCEEDINGS AT GENERAL MEETING

11.1 Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is fifty percent (50%).

11.2 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, and remains throughout, the General Meeting.

11.3 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.

11.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Members then present will constitute a quorum.

11.5 President to preside over General Meetings

- (a) The President is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no President, or the President is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
 - (i) a Director (or other person) chosen by a majority of the Directors present;
 - (ii) the only Director present; or
 - (iii) a Representative of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

11.6 Conduct of General Meetings

- (a) The chair:
 - (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 the chair's 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 they consider it necessary or desirable for the proper conduct of the meeting.

- (b) A decision by the chair under this clause 11.6 is final.

11.7 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.

11.8 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.

11.9 Questions decided by majority

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

11.10 Equality of votes

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

11.11 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 is recorded in the minutes of the meetings of the Company, is conclusive evidence of the fact.
- (c) Neither the President 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.

11.12 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 poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) 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.

11.13 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.

11.14 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.

11.15 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 will be held in accordance with procedures prescribed by the Directors.

12. VOTES OF MEMBERS

12.1 Votes of Members

- (a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members will have the votes set out in this **clause 12.1**.
- (b) Each Voting Member will receive one vote.
- (c) No Member other than Voting Members will be entitled to vote at General Meetings.

12.2 Election of Directors

- (a) 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 one or more of the Elected Director positions; 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 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. 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 then the CEO is to draw the name of one of those nominees by lot. That nominee is to be elected as an Elected Director.

12.3 Resolutions not in General Meeting

- (a) If all Voting Members sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Voting Member and which results in a majority of the Voting Members supporting the resolution.
- (b) For the purposes of **clause 12.3(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Voting Members, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- (c) A facsimile transmission or other form of visible or other electronic communication under the name of a Member is deemed to be a document in writing signed by that Member for the purpose of this clause.

13. DIRECTORS

13.1 Number of Directors

- (a) There must be not less than five (5) Directors and not more than nine (9) Directors.
- (b) Subject to **clause 13.1(a)**, not more than seven (7) Directors are to be elected by the Members (***Elected Directors***), and not more than two (2) Directors are to be appointed under **clause 13.10 (*Appointed Directors*)**.

13.2 Transitional provisions

- (a) The First Directors of the Company are:
 - (i) Matthew Blissenden;
 - (ii) Kelsey Collins;
 - (iii) Luke Derrick;
 - (iv) Nicola Elizabeth Gertler;
 - (v) Jamie Turbet;
 - (vi) Alistair Yap;
 - (vii) Scott Palmer;

- (b) Subject to the Corporations Act and **clause 13.3**:
 - (i) at the first Annual General Meeting following the adoption of this Constitution, Matthew Blissenden, Luke Derrick, Kelsey Collins, Alistair Yap, and Scott Palmer of the First Directors will retire from office, and an election will be held to elect Elected Directors. The retiring First Directors will, subject to the requirement of this Constitution, be eligible for re-election;
 - (ii) at the second Annual General Meeting following the adoption of this Constitution, Nicola Elizabeth Gertler and Jamie Turbet will retire from office and an election will be held to elect two (2) Elected Directors. The retiring First Directors will, subject to the requirement of this Constitution, be eligible for re-election;

13.3 Eligibility

- (a) In order to be eligible to hold office as a Director, a person must have been a Member per this Constitution.
- (b) For the period from the date of this Constitution a person who:
 - (i) is an employee of the Company, or;
 - (ii) was a Director of the Company and **clause 13.8** applies,(each a ***Disqualifying Position***) may not hold office as a Director.
- (c) A Director who accepts a Disqualifying Position must notify the other Directors of that fact immediately and is deemed to have vacated office as a Director.
- (d) A person elected or appointed as a Director at the time of holding a Disqualifying Position must resign from that Disqualifying Position within 14 days of the date they are elected or appointed as a Director.
- (e) No person will be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of **clause 13.8**.

13.4 Nomination for election

- (a) At least 60 days prior to the proposed date of the Annual General Meeting at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Secretary must:
 - (i) publish to each Voting Member the number of vacant Elected Director positions and the Elected Director criteria determined by the current Directors
 - (ii) request from Members nominations (which comply with this **clause 13.3(f)**) for elections to positions falling vacant; and

- (iii) request applications (which comply with this **clause 13.3(f)**) from persons who wish to be a candidate for election for the available Elected Director position or positions by advertising the request for nominations on the Company's website (and in such other publications as the Board may in its discretion direct).
- (b) Any Voting Member, Director or Committee may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next Annual General Meeting.
- (c) Nominations for vacant Elected Director positions may be made by:
 - (i) an applicant personally;
 - (ii) a Director of the Company;
 - (iii) a Voting Member; or
 - (iv) any other person.
- (d) An application must be:
 - (i) in the form required by the Directors;
 - (ii) signed by the applicant;
 - (iii) signed by any person that is nominating an applicant; and
 - (iv) delivered to the Secretary no later than 28 days prior to the Annual General Meeting.
- (e) The Secretary will promptly send to the Directors each application that the Secretary receives that complies with **clause 13.4(b)**, to be considered by the Directors.

13.5 Term of office of Directors generally

Subject to **clauses 13.2, 13.3, 13.8** and **13.9**, an Elected Director will hold office for a term of two years.

13.6 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirements of this Constitution, including **clause 13.8**, is eligible for re-election.

13.7 Elected Director elected at General Meeting

- (a) At a General Meeting:
 - (i) at which an Elected Director retires; or
 - (ii) at the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the Members conducted in accordance with **clause 12.2** to fill the vacancy by electing an Eligible Director Candidate to that office.

- (b) Subject to **clauses 13.7(c), 13.8 and 13.13**, an Elected Director elected under this **clause 13.7** takes office at the end of the meeting at which they are elected for a period of three years.
- (c) An Elected Director elected under **clause 13.7(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

13.8 Maximum consecutive years in office for Directors

- (a) A Director must not serve more than seven consecutive years as a Director, including where one or more of the years is as an Appointed Director.
- (b) For the purpose of **clause 13.8(a)**, service;
 - (i) by a person filling a casual vacancy in an Elected Director position under **Clause 13.9** for any period will be treated as a term;
 - (ii) by a person in an Appointed Director position under **clause 13.10** for any period will be treated as a term; andby a First Elected Director prior to their resignation in accordance with **clause 13.2(b)** will be treated as a term.
- (c) A Director who has served the maximum number of years in accordance with **clause 13.8(a)** will not be eligible to be a Director for two years following the completion of their maximum term.
- (d) For the purpose of **clause 13.8(a)**, where service:
 - (i) by a person as a Director under this Constitution is for a period less than three years:
 - (A) if the service is less than one year, it will be treated as one full year;
 - (B) if the service is between one year and two years, it will be treated as two full years;
 - (C) if the service is between two years and three years, it will be treated as three full years; and
 - (ii) by a person as a Director takes place immediately before the adoption of this Constitution, the number of consecutive years of service by that person before the adoption of this Constitution will be treated as service towards **clause 13.8(a)**, rounded up to the nearest full year but limited to a maximum of three (3) years for non-elected members of the board.

13.9 Casual vacancy in ranks of Elected Directors

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.14**) in the rank of the Elected Directors.

- (b) A person appointed under **clause 13.9(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re-election.

13.10 Appointed Directors

- (a) In addition to the Elected Directors, the Directors may themselves appoint up to two persons to be Directors because of their special business acumen and/or technical skills. These persons will be known as the "Appointed Directors".
- (b) Subject to **clauses 13.8** and **13.13**, an Appointed Director holds office for a term determined by the Directors not to exceed three years and the appointment will be on such other terms as the Directors determine.
- (c) A person may only serve six consecutive years as an Appointed Director but, subject to the other requirements of this Constitution, in particular **clause 13.8**, are otherwise eligible to be elected to an Elected Director position.
- (d) Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.14**) in the rank of the Appointed Directors on whatever terms the Directors decide provided however that the Directors must send to the chair of the Nominations Committee a written proposal for each person that they are proposing to appoint as an Appointed Director, to be considered by the Nominations Committee.

13.11 Remuneration of Directors

Subject to **clause 13.12**, a Director must not be paid 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 travelling, accommodation and other expenses when:
 - (i) travelling to or from meetings of the Directors, a Committee or the Company;
or
 - (ii) otherwise engaged in the affairs of the Company.

13.12 Removal of Director

- (a) A Director may be removed by the Members in accordance with the Corporations Act.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 13.13(a)** cannot be re-appointed as a Director within three (3) years of their removal.

13.13 Vacation of office

The office of a Director becomes vacant when the Corporations Act says it does and also if the Director:

- (a) dies;
- (b) is removed in accordance with **clause 13.13**;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) resigns by notice in writing to the Company;
- (e) accepts appointment to, or becomes the holder of, a Disqualifying Position as set out in **clause 13.3** and does not resign from that position within 30 days;
- (f) is not present at three consecutive Directors' meetings without leave of absence from the Directors; 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.

13.14 Alternate Director

A Director cannot appoint an alternate.

14. POWERS AND DUTIES OF DIRECTORS

14.1 Directors to manage the Company

The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting. Without limiting this **clause 14.1**, the Directors will:

- (a) confirm the broad strategic directions of the Company;
- (b) approve, monitor and review the financial and non-financial performance of the Company;
- (c) ensure financial and non-financial risks are appropriately identified and managed;
- (d) ensure the Company complies with all relevant laws, codes of conduct and appropriate standards of behaviour;
- (e) develop clearly articulated and effective Regulations;
- (f) cause records to be kept of the name of Members present at all General Meetings and of the names of all Directors present at all meetings of the Board;
- (g) cause minutes to be made of all General Meetings and meetings of the Board. Such minutes must be signed by the chair of the meeting at which the proceedings were held or by the chair of the next succeeding meeting and when so signed will be prima facie evidence of all matters contained in such minutes;

- (h) cause regular reports to be made to the Members of its proceedings and of all matters affecting the Company; and
- (i) prepare the Annual Report for presentation to the Annual General Meeting.

14.2 Specific powers of Directors

Without limiting **clause 14.1**, 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.

14.3 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.

14.4 Appointment of attorney

The Directors may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

14.5 Provisions in power of attorney

A power of attorney granted under **clause 14.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

14.6 Delegation of powers

- (a) Without limiting **clause 17.4** the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to 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.

14.7 Code of Conduct

The Directors must:

- (a) adopt a code of conduct for Directors; and
- (b) periodically review the code of conduct in accordance with the general principles of good corporate governance.

15. PROCEEDINGS OF DIRECTORS

15.1 Directors meetings

- (a) Subject to **clause 15.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least six times in each calendar year.

15.2 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.

15.3 Chair's casting vote

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

15.4 Quorum

The number of Directors whose presence in person is required to constitute a quorum is fifty percent of the number of Directors but in any event must be a minimum of three Directors.

15.5 Effect of vacancy

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors 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.

15.6 Convening meetings

- (a) A Director may, and the Company Secretary on the request of a Director must, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, facsimile or other electronic means.

- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Company in person or by post or by telephone, facsimile or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

15.7 Election of President

- (a) The Directors must at the first Directors' meeting after the Annual General Meeting elect by a majority vote:
 - (i) one of their number to be the President;
- (b) The Directors elected to be President under **clause 15.7(a)** will, subject to remaining a Director, remain President from the date of their election until the end of their term as a Director. The President will chair any meeting of Directors.
- (c) If:
 - (i) there is no person elected as President; or
 - (ii) the President is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the President is unwilling to act,the Directors present may elect one of their number to be chair of the meeting.
- (d) A Director elected as President may be re-elected as President, so long as they remain a Director.
- (e) If there is a casual vacancy in the position of President, the Directors may appoint another Director to fill the vacancy, and a person so appointed will remain in the position until the next Annual General Meeting.

15.8 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 a majority 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. A facsimile transmission or other 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 15.8(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.

15.9 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.

15.10 Directors' Interests

- (a) A Director must 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) 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 will not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (c) In the event of any uncertainty in this regard, the issue must immediately be determined by a vote of the Directors or, if this is not possible, the matter must be adjourned or deferred to the next meeting.
- (d) The CEO must maintain a register of declared interests.

15.11 Minutes

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

16. TELECOMMUNICATION MEETINGS OF THE COMPANY

16.1 Telecommunication Meeting

- (a) A General Meeting or a Directors' meeting may be held by means of a Telecommunication 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 Telecommunication Meeting in so far as they are not inconsistent with the provisions of this **clause 16**.

16.2 Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication 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 announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a Telecommunication 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 Telecommunication Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunication 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.

17. COMPANY SECRETARY

17.1 Appointment of Company Secretary

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

17.2 Suspension and removal of Company Secretary

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

17.3 Powers, duties and authorities of 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

Constitution of QuidAus Ltd

- (a) 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.

- (b) A Committee is to be established by a by-law made by the Directors that provides for its functions, membership and operation.
- (c) The Directors or the Company may dissolve any Committee established under article 19.1(b), by repealing the by-law under which it is established.

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 committee by-law, or in the absence of a committee by-law, the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

18.4 Ad-hoc Committees

- (a) The Directors may establish ad-hoc committees for special duties or purposes and for a limited period of time.
- (b) An ad-hoc committee is to be established by a by-law that provides for its purpose, functions, membership and operation.
- (c) An ad hoc committee must report directly to the Directors.

19. REGULATIONS

19.1 Making and amending Regulations

In addition to any Regulations made under **clause 7.3**, the Directors may from time to time make regulations:

- (a) that are required to be made under this Constitution; and
- (b) which 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.

19.2 Effect of Regulations

All Regulations:

- (a) are subject to this Constitution;
- (b) must be consistent with this Constitution;
- (c) when in force, are binding on all Members and has the same effect as a provision in this Constitution; and
- (d) may be overruled if an ordinary resolution to that effect is passed by the Members at a General Meeting.

20. STRATEGIC FORUM OF COMPANY

20.1 Strategic forums

The Company must hold a strategic forum of the Company at least once per year which is to meet to:

- (a) inform the Directors of significant membership issues;
- (b) assist the Directors to design or review the Company's strategic direction;
- (c) discuss nationwide issues;
- (d) provide feedback to the Directors on the results of its governance decisions and practice at the Member level.

20.2 Attendees at strategic forum

The following persons must be invited to attend the strategic forums of the Company:

- (a) two representatives from each Voting Member;
- (b) the Directors; and
- (c) such other persons the Directors consider should be invited.

21. 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 or permitted under the Act.

22. ACCOUNTS

22.1 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.

23. SERVICE OF DOCUMENTS

23.1 Document includes notice

In this clause 24, document includes a notice.

23.2 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 a facsimile number or electronic address nominated by the Member.

23.3 Methods of service on the Company

A Member may give a document to the Company:

- (a) by delivering it to the Company's Registered Office;
- (b) by sending it by post to the Company's Registered Office; or
- (c) by sending it to a facsimile number or electronic address nominated by the Company.

23.4 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 second business day after the date of its posting.

23.5 Facsimile or electronic transmission

If a document is sent by facsimile or electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the facsimile or electronic transmission; and
- (b) have been delivered on the business day following its transmission.

24. COMMON SEAL

24.1 Safe custody of common seal

The Company Secretary must provide for the safe custody of the common seal.

24.2 Affixing common seal

The common seal must only be used by authority of the Directors and every document to which the seal is affixed must be signed by (a) two (2) Directors or (b) a Director and the Company Secretary.

24.3 Director's interest.

A Director and/or Company Secretary may not sign a document to which the seal of the Company is affixed where the Director and/or Company Secretary is interested in the contract or arrangement to which the document relates.

25. INDEMNITY

25.1 Indemnity of officers

- (a) This **clause 26** applies to every person who is or has been:
 - (i) a Director, 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.
- (b) Each person referred to in this **clause 25.1** is referred to as an "Indemnified Officer" for the purposes of the rest of **clause 25**.
- (c) 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.

25.2 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.

25.3 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 26.1** on the terms the Directors think fit (as long as they are consistent with this **clause 26**).

26. WINDING UP

26.1 Contributions of Members on winding up

- (a) Each Voting Member must contribute to the Company's property if the Company is wound up while 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 cost 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 must contribute to the Company's property if the Company is wound up.

26.2 Excess property on winding up

- (a) If on the winding up or dissolution of the Company, and after the satisfaction of all its debts and liabilities, any property remains, that property 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.

27. CHANGES TO THE CONSTITUTION

This Constitution can only be altered by Special Resolution of the Voting Members in General Meeting.

SCHEDULE 1

State Members (at date of Constitution)

	Name	ACN / Incorporation Number
1.	Quidditch New South Wales	ABN 27 923 586 031
2.	Queensland Association of Quidditch	ABN 89 853 659 338
3.	Western Australia Quidditch Association	ABN 77 115 962 848
4.	Victorian Quidditch Association	ABN 60 714 109 611
5.	South Australian Quidditch Association	ABN 78 167 822 731

SCHEDULE 2

Affiliate Clubs (at date of Constitution)

	Name
1.	Eastern Sydney Universities Quidditch Club
2.	ANU Quidditch Club
3.	Macquarie University Quidditch Club
4.	North Sydney Nightmares Quidditch Club
5.	South West Horntails
6.	Sydney City Serpents
7.	University of Sydney Quidditch Club
8.	University of Newcastle Quidditch Club
9.	Valkyries Quidditch Club
10.	Brisbane City Quidditch Club
11.	USC Quidditch League
12.	QUT Quidditch
13.	South Melbourne Quidditch Club
14.	Melbourne Quidditch Club
15.	Melbourne Ravens
16.	Monash Muggles Quidditch Club
17.	Murdoch Mandrakes

SCHEDULE 3

Life Members (at date of Constitution)

	Name	Year
	Ajantha Abey	2020