

# CONSTITUTION

## Volleyball Tasmania Incorporated

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## 1. NAME OF THE ASSOCIATION

**1.1** *The name of the association is Volleyball Tasmania Inc. (hereinafter called the Association).*

**1.2** *An alteration solely to the name of the Association will not require a change in constitution.*

## 2. DEFINITIONS AND INTERPRETATIONS

### 2.1 Definitions

In this Constitution unless the context requires otherwise:

**FIVB** means Federation Internationale de Volleyball. This document seeks to embrace the whole of the Sport including the International Sporting Federation.

**VA** means Volleyball Australia Ltd.

**VA constitution** means the constitution and includes any by-laws made by **VA** in force from time to time.

**Act** means the *Associations Incorporation Act 1964 (Tas)*.

**AGM** or **Annual General Meeting** means the annual General Meeting of the Association required to be held by the Association in each calendar year.

**Appointed Director** means a Director appointed under **clause 16**.

**Board or Directors** means all or some of the Directors of the Association acting as a board.

**By-Law** means a By-Law made under **clauses 8.2** or **24**.

**CEO** means a person appointed as chief executive officer of the Association by the Board under **clause 21**. If a chief executive officer has not been appointed by the Board, all references to "CEO" in this Constitution will be taken to refer to the Board.

**Chair** means the person elected under **clause 19.6**.

**Club** means a club or association admitted as a Member to the Association under **clauses 6.2** and **6.4**.

**Committee** means a committee established by the Board under **clause 23**.

**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.

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

**Elected Director** means a Director of the Association elected under **clause 15**.

**Financial Year** means the year commencing 1 January and ending 31 December in any year.

**General Meeting** means a general meeting of Members.

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

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

**Individual Member** means a person who is:

- (a) a registered financial member of a Voting Member; or
- (b) a player, coach or official in any Sport competition conducted by or under the auspices of the Association and/or a Voting Member;

who is admitted to the Association under **clauses 6.2 and 6.9**.

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

**Life Member** means a Member admitted to the Association under **clause 6.3**.

**Meetings** means, unless the contrary intention appears, any form of meeting that enables group discussion, including (but not limited to) face-to-face, telephone conference, Skype, electronic mail and internet chat.

**Member** means a member of the Association under **clause 6**.

**Objects** mean the objects of the Association in **clause 3.1**.

**Official Position** means, in connection with any Voting Member, a person who:

- (a) is an employee, or holds a position, whether elected or appointed, as president, vice president, chairperson, deputy chairperson, secretary, treasurer, director or equivalent, of that Voting Member or a body corporate or organisation which is owned or controlled by, or has, directly or indirectly, a material ownership or financial interest in that Voting Member; or
- (b) has, directly or indirectly, a material ownership or financial interest in that Voting Member.

**Public Officer** means a person appointed as public officer under **clause 22**.

**Region** means a Member admitted to the Association under **clause 6.12**.

**Registration** means registration or affiliation of a Member, such registration being in the form of a signed application form and, in the case of Individual Members, their consent to

membership of the Association as required by **clause 6.2**. **Registered** has a corresponding meaning.

**Simple Majority** means a majority of the votes cast.

**Special General Meeting** means a General Meeting other than an Annual General Meeting.

**Special Resolution** has the same meaning as that given to it in section 23 of the Act.

**Sport** means volleyball as recognised by FIVB from time to time.

**Statutes and Regulations** mean the constitution and internal regulations of FIVB in force from time to time.

**Voting Member** means those Members of the Association entitled to vote in General Meeting as set out under **clause 6.1**.

## **2.2 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 whether in person or by agreed electronic means;
- (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 Territory 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 Territory 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.

### **2.3 The 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 Act, the same meaning as in that provision of the Act.
- (b) The model rules referred to under section 16 of the Act are expressly excluded, modified and displaced by this Constitution and accordingly do not apply to the Association.

## **3. OBJECTS**

### **3.1 Objects**

FIVB is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of the Sport. So that the above authority may be exercised in a fair and equitable manner, FIVB has drawn up the Statutes and Regulations governing the Sport.

Each national federation belonging to FIVB shall be presumed to acquiesce in and be bound by the Statutes and Regulations. VA is recognised by FIVB as the sole sporting power for the enforcement of the present Statutes and Regulations and control of the Sport in Australia. The Association is recognised as a member of VA under the VA constitution.

The Objects of the Association shall be to:

- (a) recognise VA as the FIVB recognised national federation for the Sport in Australia and to act as a member of VA in accordance with the Statutes and Regulations and the VA constitution;
- (b) conduct, encourage, promote, advance, control and manage all levels of the Sport in Tasmania interdependently with Members and others;
- (c) conduct elite State level competitions for both males and females and at junior and senior levels;
- (d) adopt, formulate, issue, interpret and amend by-laws, rules and regulations for the control and conduct of the Sport in Tasmania in keeping with the terms of this Constitution and the VA constitution, as amended from time to time;
- (e) encourage the provision and development of appropriate facilities for participation in the Sport;
- (f) maintain and enhance standards, quality and reputation of the Sport for the collective and mutual benefit and interests of members and the Sport;
- (g) use and promote the Intellectual Property;
- (h) promote the Sport for commercial, government and public recognition and benefits;

- (i) select, prepare and enter Tasmanian teams in national competitions;
- (j) promote, control, manage and conduct the Sport events, leagues, competitions and championships;
- (k) undertake other actions or activities necessary, incidental or conducive to advance these Objects;
- (l) have regard to the public interest in its operations; and
- (m) encourage and promote widespread participation in the sport to enhance opportunities for every participant to reach levels appropriate to their ability and aspiration.

### **3.2 VA**

Subject to any applicable law, the Association must:

- (a) comply with, and do everything within its power to enforce compliance with, the Statutes and Regulations and the VA constitution; and
- (b) represent Tasmania's interest in, and co-operate with, VA in all matters relating to the organisation of national Sport competitions, the Association's own Sport competitions and the Sport in general.

### **3.3 Powers**

Solely for furthering the Objects, the Association, in addition to any other powers it has under sections 11 and 12 of the Act, has the legal capacity and powers of a company limited by guarantee under section 124 of the *Corporations Act 2001* (Cth).

## **4. INCOME AND PROPERTY OF THE ASSOCIATION**

### **4.1 Sole Purpose**

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

### **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 Association; 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 by them to the Association.

## 5. VA MEMBERSHIP OBLIGATIONS

### 5.1 *VA recognition*

- (a) VA recognises the Association as the member of VA for Tasmania, responsible for ensuring the efficient administration of the Sport in Tasmania in accordance with the Objects. The Association must be and remain an incorporated legal entity.
- (b) The Association will:
  - (i) have Objects that align with VA's objects and do all that is reasonably necessary to enable VA's objects to be achieved, having regard to any legislation applicable to the Association;
  - (ii) effectively promulgate and enforce the VA constitution and the Statutes and Regulations;
  - (iii) at all times act for and on behalf of the interests of VA, the Association, the Members and the Sport;
  - (iv) be responsible and accountable to VA for fulfilling its respective obligations under VA's strategic plan as revised from time to time;
  - (v) provide VA with copies of its audited accounts, annual report and associated documents immediately following its AGM;
  - (vi) provide VA with copies of its business plans and budgets from time to time and within 14 days of request by the VA board;
  - (vii) be bound by the VA constitution and the Statutes and Regulations;
  - (viii) act in good faith and loyalty to maintain and enhance VA and the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
  - (ix) at all times operate with, and promote, mutual trust and confidence between VA, the Association 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;
  - (x) maintain a database of all Clubs and Individual Members Registered with it in accordance with the VA constitution and provide a copy to VA upon request from time to time by the VA board in such means as may be required; and
  - (xi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and development.

### 5.2 *Constitution of the Association*

- (a) The Association shall take all steps necessary to ensure this Constitution (and any amendments) conforms to the VA constitution, subject to any prohibition or inconsistency in any relevant legislation.
- (b) This Constitution and any subsequent amendments to this Constitution shall be subject to the approval of VA.

- (c) VA shall approve, without delay, this Constitution and any subsequent amendments to this Constitution as may be submitted by the Association provided the amendments conform to the VA constitution.
- (d) If the documents do not reasonably conform to the VA constitution, the Association shall, without delay, take all steps necessary to address the inconsistency so that the documents conform to the VA constitution.
- (e) For the avoidance of doubt, if any inconsistency remains between this Constitution and the VA constitution, the VA constitution shall prevail to the extent of that inconsistency.
- (f) The Association must:
  - (i) advise VA as soon as practicable of any serious governance, administrative, operational or financial difficulties the Association is having;
  - (ii) assist VA in investigating those issues; and
  - (iii) cooperate with VA in addressing those issues in whatever manner, including by allowing VA to appoint a person or persons to conduct and manage the Association's business and affairs, or to allow VA itself to conduct itself all or part of the business or affairs of the Association and on such conditions as VA considers appropriate. VA is not obliged to act under this clause.
- (g) The Association acknowledges that VA may develop and implement by-laws which may set out:
  - (i) the membership criteria (of VA) to be met by the Association; and
  - (ii) the privileges and benefits of membership of VA.
- (h) The Association acknowledges that neither membership of VA nor anything in the VA constitution gives rise to any proprietary right of the Association in, to or over VA.

### **5.3 *Amendment of the Constitution***

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution.

## **6. MEMBERSHIP**

### **6.1 *Categories of Members***

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

- (a) Life Members, who subject to this Constitution, shall have the right to attend and debate but not vote at General Meetings;
- (b) Clubs, which subject to this Constitution, shall be represented by their representatives who shall have the right to attend, debate and vote at General Meetings for and on behalf of the Clubs;
- (c) Individual Members, who subject to this Constitution shall have the right to attend, but not receive notice of or debate or vote at General Meetings; and

- (d) such new or other categories of Members as may be established by the Directors. Any new category of Member established by the Directors must not be granted voting rights without the approval of the Association in General Meeting.

## **6.2 Admission to membership**

Subject to **clauses 6.5, 6.6, 6.7 and 6.9**, a person will become a Member, and the Directors will direct the CEO to record their name in the register of Members kept by the Association, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and/or the By-Laws and provided the person has signed an application in which they undertake to:

- (a) be bound by this Constitution and the By-Laws of the Association (including By-Laws specific to the relevant category of membership) and the VA constitution;
- (b) pay the fees and subscriptions determined to apply to the relevant membership category under **clause 9**; and
- (c) support the Association in the encouragement and promotion of the Objects.

## **6.3 Life Members**

- (a) Life Membership is the highest honour which can be bestowed by the Association for longstanding and valued service to the Sport in Tasmania.
- (b) Any Member may forward a proposal for nomination for Life Membership to the Directors for their consideration. Should a majority of three fourths of the Board Directors approve, the name or names shall be submitted to the next Annual General Meeting.
- (c) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (d) On the nomination of the Board, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to **clause 6.2**, provided:
  - (i) The nominee has given at least 10 years long and valued service to the Association; and
  - (ii) The nomination is approved according to section 6.3(b).
- (e) Not more than two Life Members shall be appointed at each Annual General Meeting.
- (f) Life Members shall be presented with a Life Membership Award.
- (g) Subject to **clause 6.2**, at the time of adoption of this Constitution, the Life Members of the Association shall be those persons currently recognised by the Association as Life Members.

## **6.4 Clubs**

- (a) Subject to **clause 6.2 and 6.4(b)**, at the time of adoption of this Constitution, the Clubs of the Association shall be those incorporated entities recognised by the Association as Clubs.

- (b) To be, or remain, eligible for membership, a Club must be incorporated or in the process of incorporation. This process must be complete within one year of applying for membership under this Constitution.
- (c) For such time as the Club is not incorporated, the secretary of any such unincorporated Club shall be deemed to be the Member (on behalf of the unincorporated entity) and shall be entitled to exercise the same voting and other rights and have the same obligations and shall follow such procedures on behalf of the unincorporated Club as incorporated Members, to the extent that this is possible.
- (d) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Club shall be resolved by the Board in its sole discretion.
- (e) Failure to incorporate within the period stated in **clause 6.4(b)** may result in the expulsion of the secretary (acting on behalf of the unincorporated entity) from membership. If expelled, the expelled unincorporated entity shall not be entitled to re-apply for membership until it becomes incorporated.
- (f) Clubs will:
  - (i) have objects that align with the Objects and do all that is reasonably necessary to enable the Objects to be achieved;
  - (ii) effectively promulgate and enforce this Constitution, the VA constitution and the Statutes and Regulations;
  - (iii) at all times act for and on behalf of the interests of the Association, the Members and the Sport;
  - (iv) be responsible and accountable to the Association for fulfilling its respective obligations under the Association's strategic plan as revised from time to time;
  - (v) provide the Association with copies of its audited accounts, annual report and associated documents immediately following its annual general meeting;
  - (vi) provide the Association with copies of its business plans and budgets from time to time and within 14 days of request by the Board;
  - (vii) be bound by this Constitution, the VA constitution and the Statutes and Regulations;
  - (viii) act in good faith and loyalty to maintain and enhance the Association and the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
  - (ix) at all times operate with, and promote, mutual trust and confidence between the Association 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;
  - (x) maintain a database of all Individual Members Registered with it in accordance with this Constitution and provide a copy to the Association upon request from time to time by the Board in such means as may be required; and

- (xi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and development.
- (g) Each Club must:
- (i) advise the Association as soon as practicable of any serious governance, administrative, operational or financial difficulties the Club is having;
  - (ii) assist the Association in investigating those issues; and
  - (iii) cooperate with the Association in addressing those issues in whatever manner, including by allowing the Association to appoint a person or persons to conduct and manage the Club's business and affairs, or to allow the Association itself to conduct itself, all or part of, the business or affairs of the Club and on such conditions as the Association considers appropriate. The Association is not obliged to act under this clause.

### **6.5 Application for Affiliation**

An application for affiliation must be:

- (a) from the applicant or its nominated representative, in writing on the form prescribed from time to time by the Board (if any), and lodged with the Association;
- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Association and must substantially conform to this Constitution) and the applicant's register of members; and
- (c) accompanied by the appropriate fee (if any).

By applying an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations and policies of the Association (as well as those of the NSO) including but not only this Constitution.

### **6.6 Discretion to Accept or Reject Application**

- (a) The Board may, acting in the best interests of the Association and in good faith, accept or reject an application whether the applicant has complied with the requirements in **clauses 6.4** and **6.5** or not. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Board accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The CEO shall amend the register of Members accordingly as soon as practicable.
- (c) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association. No reasons for rejection need be given.
- (d) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

### **6.7 Re-Affiliation**

- (a) Clubs must re-affiliate annually with the Association in accordance with the procedures set down by the Association in this Constitution or By-Laws from time to time. Members acknowledge and agree that membership renewal is not automatic. **Clause 6.6** applies to applications for re-affiliation for membership.
- (b) Upon re-affiliation a Club must lodge with the Association an updated copy of its constitution (including all amendments) and must provide any other information reasonably required by the Association. Each Club must ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to the VA's constitution.

### **6.8 Club Constitution**

- (a) Each Club shall take all steps necessary to ensure its constitution (and any amendments) conforms, to this Constitution.
- (b) Any subsequent amendments to a Club's constitution shall be subject to the approval of the Association.
- (c) The Association shall approve, without delay, any subsequent amendments to a Club's constitution as may be submitted by a Club provided the amendments conform to this Constitution.
- (d) If the documents do not conform to this Constitution, the Club shall, without delay, take all steps necessary to address the inconsistency so that the documents conform to this Constitution.
- (e) For the avoidance of doubt, if any inconsistency remains between the Club Constitution and this Constitution, this Constitution shall prevail to the extent of that inconsistency.
- (f) Each Club acknowledges that the Association may develop and implement By-Laws which may set out:
  - (i) the membership criteria (of the Association) to be met by the Club Member; and
  - (ii) the privileges and benefits of Club membership.

### **6.9 Individual Members**

- (a) No individual shall be Registered with the Association as an Individual Member except in accordance with this **clause 6.9**. The Directors may in their discretion refuse to accept a person as an Individual Member and shall not be required or compelled to provide any reason for such rejection.
- (b) Subject to **clause 6.9(a)** an individual that is recognised, affiliated, accredited or Registered by or with, a Voting Member will, upon Registration with the Voting Member, become an Individual Member of the Association and is subject to this Constitution.
- (c) The Association may register Individual Members directly in certain situations such as (but not only) players contracted overseas.



- (d) To remain a Member, all Individual Members must:
  - (i) renew their membership, affiliation, accreditation or Registration with their Voting Member or the Association in accordance with the procedures applicable from time to time;
  - (ii) otherwise remain a member, affiliated, accredited or Registered with their Voting Member or the Association in accordance with the procedures applicable from time to time; and
  - (iii) pay such fees as may be prescribed by their respective Voting Member or the Association in respect of their membership, affiliation, accreditation or Registration, from time to time.
- (e) In addition to the requirements of **clause 6.2**, an Individual Member is bound by, and must comply with, this Constitution, the By-Laws and the VA constitution.
- (f) Subject to this Constitution and in particular but not only **clause 6.12**, an Individual Member is entitled to any benefits of membership prescribed to apply to Individual Members in the By-Laws.

#### **6.10 General**

- (a) The Association must keep a register of all Members.
- (b) A right, privilege or obligation of a Member by reason of their membership of the Association is not capable of being transferred or transmitted to another Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (c) Members must treat all staff, contractors and representatives of the Association and all other Members with respect and courtesy at all times.
- (d) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Association or the Sport.

#### **6.11 Limited Liability**

Members have no liability except as set out in **clause 29**.

#### **6.12 Effect of Membership**

- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the By-Laws;
  - (ii) they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
  - (iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Association;
  - (iv) this Constitution is made in pursuit of a common purpose, namely the mutual and collective benefit of the Association, the Members and the Sport;

- (v) neither membership of the Association nor this Constitution gives rise to:
    - (A) any proprietary right of Members in, to or over the Association or its property or assets;
    - (B) any automatic right of a Member to renewal of their membership of the Association; or
    - (C) subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
  - (vi) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport; and
  - (vii) they are entitled to all benefits, advantages, privileges and services of Association membership.
- (b) Subject to **clause 9.2**, a Voting Member of the Association has the right to:
- (i) receive notice of General Meetings and of proposed Special Resolutions in the manner and time prescribed by this Constitution;
  - (ii) submit items of business for consideration at a General Meeting;
  - (iii) attend and be heard at General Meetings;
  - (iv) vote at a General Meeting; and
  - (v) have access to documents of the Association as provided under **clause 25**.

## 7. CESSATION OF MEMBERSHIP

### 7.1 *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 By-Laws;
- (d) if a body corporate, being dissolved or otherwise ceasing to exist; or
- (e) that Member no longer meeting the requirements for Membership according to this Constitution and/or the By-Laws.

### 7.2 *Resignation*

For the purposes of **clause 7.1(a)**, a Member may resign as a member of the Association by giving 30 days written notice to the Board. Where a Voting Member seeks to resign as a Member of the Association the written notice must be accompanied by a copy of the Special Resolution passed by the Voting Member's members resolving that the Voting Member resign from the Association.

### **7.3 Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately. Where a Club ceases to be a Member it shall also forfeit all representation rights on the Board and at General Meetings.

## **8. GRIEVANCES AND DISCIPLINE OF MEMBERS**

### **8.1 Jurisdiction**

All Members will be subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Association whether under the By-Laws or under this Constitution.

### **8.2 By-Laws**

- (a) Subject to **clause 24**, the Board may make By-Laws for:
  - (i) the investigation, hearing and determination of:
    - (A) grievances by any Member who feels aggrieved by a decision or action of the Association (or a Voting Member provided that all avenues of appeal available under the constitution of the relevant have been exhausted); and
    - (B) disputes between Members relating to the conduct or administration of the Sport;
  - (ii) the discipline of Members;
  - (iii) 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) the termination of Members.
- (b) The Board in its sole discretion may refer an allegation (which in the opinion of the Board is not vexatious, trifling or frivolous) by a complainant (including but not only a Director or a Member) that a Member has:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any other resolution or determination of the Board or any duly authorised committee; or
  - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association and/or the Sport; or
  - (iii) prejudiced themselves, the Association or the Sport or brought themselves, the Association or the Sport into disrepute;

for investigation or determination either under any procedures set down in the By-Laws or by such other procedure and/or persons as the Board considers appropriate.

- (c) During investigatory or disciplinary proceedings under this **clause 8**, a respondent, may not participate in the Sport, pending the determination of such proceedings (including any available appeal) unless the Board decides continued participation is appropriate having regard to the matter at hand.
- (d) The Board need not act under this clause in respect of any appeal or other matter until satisfied that all avenues of appeal and/or hearing at Voting Member level have been exhausted first.
- (e) A matter that is subject to a grievance procedure cannot also be subject to a disciplinary procedure at the same time (and vice versa).
- (f) The Board may (but need not) include in any By-Laws a final right of appeal to an independent body outside the control of the Sport.

## 9. FEES AND SUBSCRIPTIONS

### 9.1 *Fees payable by Members*

- (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 membership 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 due date for payment.
- (b) Each Member must pay to the Association the amounts determined under this **clause 9** in accordance with **clause 9.1(a)(iv)**.

### 9.2 *Non-Payment of Fees*

- (a) Subject to **clause 9.2(c)** but notwithstanding any other clause of this Constitution, the right of a Member to attend and vote at a General Meeting may, at the discretion of the Directors, be suspended while the payment of any subscription or other amount determined under **clauses 9.1(a)(i), 9.1(a)(ii) or 9.1(a)(iii)** is in arrears.
- (b) If the Directors suspend a Member's right to attend and vote at a General Meeting under **clause 9.2(a)** there is no right of appeal in respect of such decision.
- (c) Where a Member is in arrears for any amount:
  - (i) the Board may enter an arrangement with the Member for the payment of the amount; and
  - (ii) any arrangement must be disclosed to other Voting Members but does not require their approval.

## 10. GENERAL MEETINGS

### 10.1 *Annual General Meeting*

AGMs of the Association are to be held within five (5) months of the end of the financial year.

### 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 Act.
- (b) Voting Members may convene a General Meeting under section 22A of the Act.

### 10.3 *Notice of 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 Association; and
  - (ii) in accordance with **clause 27** and the Act.
- (b) At least 45 days prior to the proposed date of the AGM, the CEO will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.
- (c) 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 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; and
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

### 10.4 *No other business*

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

The Business of the Annual General Meeting shall be: -

- (a) Confirmation of the minutes of the previous Annual General Meeting.
- (b) Chair's Report.
- (c) Audited Financial Statement.
- (d) Election of Executive and Board Directors of the Association.

- (e) Appointment of an auditor.
- (f) ~~Definition or establishment of the Association headquarters for the year.~~
- (g) Special Business on Notice.

#### ***10.5 Cancellation or postponement of General Meeting***

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

- (a) Voting Members under **clause 10.2(b)**;
- (b) the Directors at the request of Members; or
- (c) a Court.

#### ***10.6 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 this Constitution or the Act;

at least 7 days prior to the date of the General Meeting.

#### ***10.7 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 from the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in 2 or more places, the technology that will be used to hold the meeting in that manner.

#### ***10.8 Number of clear days for postponement of General Meeting***

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 10.6**.

#### ***10.9 Business at postponed General Meeting***

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

**10.10 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.

**10.11 Right to appoint representative**

- (a) Each Voting Member is entitled to appoint an individual as its representative to attend and vote on behalf of that Voting Member at General Meetings and to exercise the powers of Voting Member in relation to resolutions to be passed without meetings. The individual appointed by the Voting Member to be its representative at General Meetings must be an Individual Member of the appointing Voting Member. A Director cannot also be appointed as a Voting Member's representative.
- (b) A Voting Member may appoint more than 1 representative but only 1 representative may exercise the Voting Member's powers at any General Meeting.
- (c) Voting Members must notify the CEO of their appointed, authorised representatives no later than 48 hours prior to the General Meeting.

**10.12 No proxy voting**

Proxy voting is not permitted at General Meetings of the Association.

**10.13 Postal voting**

Postal voting or voting by electronic communication at General Meetings of the Association may be permitted from time to time in such instances as the Directors may determine and shall be conducted in accordance with procedures prescribed by the Directors.

**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 at least fifty per cent (half) of Voting Members.

**11.2 Requirement for a quorum**

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General meeting.

**11.3 Quorum and time – Special General Meetings**

If within 30 minutes after the time appointed for a Special General Meeting, or at any other time during the 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 Quorum and time – AGMs**

- (a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the Chair determines.
- (b) Where an AGM has been adjourned under **clause 11.4(a)**, such Voting Members as are represented by their appointed, authorised representative on the adjourned date shall constitute a quorum.

#### **11.5 Chair to preside over General Meetings**

- (a) The Chair is entitled to preside as Chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, 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) an authorised representative of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members represented by their authorised representatives.

#### **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 his 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 2001* (Cth), terminate discussion or debate on any matter whenever he 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 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**

Except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

**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. For the avoidance of doubt the Chair does not have a casting vote where voting is equal.

**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 in the minutes of the meetings of the Association, is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

**11.12 Poll**

- (a) If a poll is properly demanded in accordance with the *Corporations Act 2001 (Cth)* 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. On a poll each Voting Member will have the number of votes fixed under **clause 12**.
- (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 in good faith is final.

#### **11.15 Minutes**

- (a) The CEO must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:
  - (i) the business considered at the meeting;
  - (ii) any resolution on which a vote is taken and the result of the vote; and
  - (iii) the names of persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
  - (i) the financial statements submitted to the Members in accordance with the Act;
  - (ii) the certificate signed by two Directors certifying that the financial statements give a true and fair view of the financial position and performance of the Association; and
  - (iii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.
- (d) The minutes of General Meetings shall be available for inspection and copying by the Members.

### **12. VOTES OF MEMBERS**

- (a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one vote. A Voting Member's vote will be exercised by its appointed, authorised representative.
- (b) No Members other than Voting Members are entitled to vote at General Meetings.

### **13. STAKEHOLDER FORUMS**

#### **13.1 Power to convene Stakeholder Forums**

- (a) The Directors may from time to time convene a Stakeholder Forum.
- (b) The Directors shall on the written requisition of 25% of the Voting Members convene a Stakeholder Forum.

#### **13.2 Notice of Stakeholder Forums**

Where a Stakeholder Forum is convened:

- (a) Notice of a Stakeholder Forum must be given to all Members and Directors entitled to attend the General Meeting. Other parties may be invited to the Stakeholder Forum by the Directors.
- (b) At least 28 days prior to the proposed date of the Stakeholder Forum, the CEO will request from Members notice of any matters they wish to be discussed at the meeting, which must be received no less than 14 days prior to the meeting.
- (c) At least 14 days' notice of the time and place of a Stakeholder Forum must be given, together with any items for discussion proposed by the Directors or a Member.

### **13.3 Conduct of a Stakeholder Forum**

- (a) A Stakeholder Forum is to provide opportunity for open discussion on all matters relating to the Sport in Tasmania and all attendees shall have equal opportunity to participate in discussions. The Directors may also use the meeting to discuss, inter alia, the current or proposed business plan, budgets, financial results and By-laws.
- (b) The format of proceedings at a Stakeholder Forum shall be at the discretion of the Directors and may include plenary sessions, small group workshops or guest speakers.
- (c) The Directors shall determine who shall chair the Stakeholder Forum, including who shall lead or facilitate particular discussion items.
- (d) There shall be no quorum requirement for a Stakeholder Forum.
- (e) Items for discussion which were not included in the notice issued under **clause 13.2(c)** may, with the permission of the chair, be raised for discussion.

### **13.4 Consensus at Stakeholder Forum**

A resolution may be made by consensus of the forum for consideration by the Directors. Directors are not bound by any resolution passed at the forum.

## **14. DIRECTORS**

### **14.1 Composition of the Board**

The Board shall consist of:

- (a) 5 Elected Directors all of whom will be elected under **clause 15.3**; and
- (b) up to 2 Appointed Directors who may be appointed under **clause 16**.

### **14.2 Portfolios**

The Board may allocate portfolios to Directors.

### **14.3 Qualifications**

- (a) The Board may determine from time to time job descriptions and qualifications for Directors.
- (b) A person who holds an Official Position is not eligible to be elected as a Director. For the avoidance of doubt if a person who holds an Official Person nominates to be

considered for election as a Director and is elected as a Director that person cannot take office as a Director until they have resigned from the Official Position. A copy of such resignation must be received by the CEO within 48 hours of the General Meeting at which the person is elected.

- (c) A person who has been CEO is not eligible to be elected or appointed as a Director for a period of 2 years since they ceased being CEO.

The terms of the Directors in office at the date of the adoption of this Constitution shall continue at the General Meeting at which this Constitution is adopted in accordance with **clause 15.4**. Those Directors may be re-elected or re-appointed for a further term, as the case may be, subject always to this Constitution.

#### **14.4 Remuneration of Directors**

A Director may not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

- (a) paid by the Association for services rendered to it other than as a Directors; and
- (b) reimbursed by the Association for their reasonable travelling, accommodation and other expenses when:
  - (i) travelling to or from meetings of the Directors, a Committee or the Association; or
  - (ii) otherwise engaged on the affairs of the Association.

#### **14.5 Honorarium**

The Association may in General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

### **15. ELECTED DIRECTORS**

#### **15.1 Nomination for Board**

Nominations for Elected Directors shall be called for by the CEO 45 days prior to the General Meeting at which the election is to be held (usually the AGM).

#### **15.2 Form of Nomination**

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) signed by an authorised representative of a Voting Member;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Association not less than 28 days before the date fixed for the holding of the General Meeting.

### **15.3 Elections**

- (a) If the number of nominations received for positions on the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, the positions will be deemed casual vacancies under **clause 17.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in order drawn by ballot, for each vacancy on the Board.
- (d) The voting shall be conducted by secret ballot on papers prepared by the Secretary. A candidate must be elected by a Simple Majority.
- (e) If voting is equal for two or more candidates a further ballot will be held. If voting is still equal after the further ballot the election will be declared null and void and the positions will be declared casual vacancies.
- (f) The positions of Chair, Secretary, Treasurer and any other internal Board positions or portfolios, shall be appointed by the Board from amongst its number as soon as practicable after each Annual General Meeting.

### **15.4 Term of Appointment**

- (a) Subject to this Constitution, and in particular **clause 15.4(c)**, Elected Directors shall be elected in accordance with this Constitution for a term of 2 years, which shall commence from the conclusion of the General Meeting at which the election occurred until the conclusion of the third Annual General Meeting following.
- (b) Two Elected Directors shall retire after the first year after election. Two Elected Directors shall retire after the second year after election and the remaining one Elected Director shall retire after the third year after election, until the five Elected Directors have retired, after which those Elected Directors elected to the vacancies after the first year shall retire and so on. The Elected Directors to retire and the year in which they retire will be determined by the Board. If the Board cannot agree, retirements will be determined by lot.
- (c) Notwithstanding any other clause, should any adjustment to the term of Elected Directors elected under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board. If the Board cannot agree, retirements will be determined by lot. For the avoidance of doubt any part of a term shall be deemed a full term for the purposes of this **clause 15.4**.
- (d) Following the adoption of this Constitution, no person who has served as an Elected Director for a period of 3 consecutive full terms (6 years) shall be eligible for re-election as a Director until the third Annual General Meeting following the date of conclusion of their last term as a Director.

## 16. APPOINTED DIRECTORS

### 16.1 *Appointment of Appointed Director*

Subject to this Constitution, and in particular **clause 16.3(b)**, the Elected Directors may appoint up to 2 Appointed Directors.

### 16.2 *Qualifications for Appointed Directors*

Appointed Directors should have skills that complement and/or supplement any skill gaps that may exist in the Board, with the aim of ensuring that the Board has all the necessary skills to govern the organisation. Appointed Directors do not need to be Individual Members or have experience in, or exposure to, the Sport.

### 16.3 *Term of Appointment*

- (a) Directors appointed under **clause 16.1** may be appointed by the Elected Directors in accordance with this Constitution for a term of up to 2 years, which shall commence and conclude on dates as determined by the Elected Directors.
- (b) Following the adoption of this Constitution, no person who has served as an Appointed Director for a period of up to 2 consecutive full terms (4 years) shall be eligible for re-appointment as a Director for at least 3 years following the date of conclusion of their last term as a Director.

## 17. VACANCIES ON THE BOARD

### 17.1 *Casual Vacancies*

- (a) Any casual vacancy that occurs in the position of an Elected Director may be filled by the remaining Elected Directors from among appropriately qualified persons.
- (b) Any casual vacancy may only be filled for the remainder of the vacating Director's term under this Constitution.

### 17.2 *Grounds for Termination of Director*

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

- (a) dies;
- (b) becomes bankrupt or insolvent under administration or makes any arrangement or composition with their creditors generally;
- (c) resigns their office in writing to the Club;
- (d) is absent without the consent of the Board from meetings of the Board held during a period of three months;
- (e) is an employee of the Club;
- (f) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;

- (g) in after reasonable consideration by the Board the Board determines the Director has:
  - (i) acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Club; or
  - (ii) brought himself or the Club into disrepute;

provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;
- (h) is removed by Special Resolution;
- (i) after reasonable consideration by the Board it determines the Director has become Incapacitated and the Board reasonably expect the Director will remain Incapacitated for a period exceeding 3 months, provided always that:
  - (i) the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made, and that
  - (ii) any determination made under this **clause 13.2(i)** shall be made with the Directors acting reasonably and in accordance with **clause 13.2**; or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act*.

### **17.3 Board May Act**

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or to convene a General Meeting.

## **18. POWERS AND DUTIES OF DIRECTORS**

### **18.1 Directors to manage the Association**

The Directors are to manage the Association's business and may exercise those of the Association's powers that are not required, by the Act or by this Constitution, to be exercised by the Association in General Meeting.

### **18.2 Specific powers of Directors**

Without limiting **clause 18.1** the Directors may exercise all the Association'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 Association or of any other person.

### **18.3 Time, etc.**

Subject to the 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 in their absolute discretion extend that time, period or date as they think fit.

**18.4 Delegation of powers**

- (a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Association 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.

**18.5 Code of Conduct**

The Directors must:

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

**19. PROCEEDINGS AT DIRECTORS MEETINGS****19.1 Directors meetings**

- (a) Subject to **clause 19.1(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 5 times in each calendar year
- (c) The first meeting of a new Board shall be held immediately following the Annual General Meeting at which they were elected

**19.2 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 1 vote on a matter arising for decision by Directors.



**19.3 Chair's casting vote**

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

**19.4 Quorum**

Four Directors present in person constitutes a quorum.

**19.5 Convening meetings**

- (a) A Director may, and the CEO 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, or by other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Association in person or by post or by telephone, or by 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 that meeting of Directors.

**19.6 Election of Chairperson**

- (a) The Elected Directors must at the first Board meeting after the AGM annually elect by majority vote one of their number to the office of chairperson of directors.
- (b) The Director elected to the office of chairperson of directors under **clause 19.6(a)** will remain chairperson for 1 year from the date of their election until the first Board meeting after the next AGM and shall chair any Board meeting. A Director elected as chairperson may be re-elected as chairperson in following years, so long as he or she remains a Director.
- (c) Despite **clause 19.6(b)**, if:
  - (i) there is no person elected as Chair; or
  - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (iii) the Chair is unwilling to act,

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

**19.7 Circulating resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held if:

- (i) all Directors have nominated to communicate with each other using email or other electronic means; and
  - (ii) the required majority of the Directors who are entitled to vote on the resolution send an electronic message to, or copied to, all Directors containing a statement that they are in favour of the resolution set out in the original message.
  - (iii) The resolution is passed when the last Director required to achieve the required majority sends an electronic message in accordance with 19.7(a)(ii).
- (b) In the event that one or more Directors have not nominated to use electronic messaging as a method of communication, the Directors may pass a resolution without a Directors' meeting being held if:
- (i) The required majority of the Director who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
  - (ii) 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.
  - (iii) The resolution is passed when the last Director required to achieve the required majority signs.

### **19.8 Validity of acts of Directors**

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

### **19.9 Directors' interests**

- (a) A Director shall declare to the Board that Director's interest in any matter in which any material personal interest or related party transaction arises as defined by the *Corporations Act 2001* (Cth), and that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter.
- (b) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (c) The CEO shall maintain a register of declared interests.

### **19.10 Minutes**

The Directors must cause minutes of meetings to be made and kept according to the Act and the *Corporations Act 2001* (Cth).

## **20. TELECOMMUNICATION MEETINGS OF THE ASSOCIATION**

### **20.1 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 Act.
- (b) All provisions of this Constitution relating to a General Meeting or a Directors' meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **clause 20**.

### **20.2 Conduct of telecommunication meeting**

The following provisions apply to a telecommunication meeting of the Association:

- (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, or unless the system being used to facilitate the telecommunication meeting indicates (either through audible message or by visual display) that a person is no longer active in the meeting;
- (f) a person linked to a telecommunication meeting using a means which may foreseeably disconnect without warning and without visual or audible notification of the disconnection, understands and accepts that the meeting may proceed to its conclusion under the presumption that they have been present and have formed part of a quorum at all times during the meeting; and
- (g) 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.

## **21. CEO**

### **21.1 Appointment of CEO**

- (a) Subject to **clause 21.1(b)**, the Directors may appoint a CEO.
- (b) A person who has been elected or appointed as a Director is not eligible to be appointed as CEO for a period of 2 years since they ceased being a Director.

**21.2 Powers, duties and authorities of CEO**

- (a) If appointed the CEO holds office on the terms and conditions (including any remuneration) and with the powers, duties and authorities, determined by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

**21.3 Suspension and removal of CEO**

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

**21.4 Delegation by Directors to CEO**

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

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Association;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Association; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

**21.5 CEO to attend meetings**

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

**22. PUBLIC OFFICER**

- (a) There must be a Public Officer who is to be appointed by the Directors under section 14 of the Act.
- (b) In addition to the manner in which the office of public officer becomes vacant under section 14 the Act the Directors may suspend or remove the Public Officer from that office.
- (c) The Public Officer holds office on the terms and conditions and with the powers, duties and authorities, determined by section 14 of the Act and the Directors. Subject to this Constitution the Public Officer is not entitled to remuneration unless the Public Officer is also the CEO.

## 23. COMMITTEES

### **23.1 Committees**

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

### **23.2 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. A Committee is responsible to and reports to the Board.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

### **23.3 Committee meetings**

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

## 24. BY-LAWS

### **24.1 Making and amending By-Laws**

- (a) In addition to By-Laws made under **clause 8.2** the Directors may from time to time make By-Laws (however named or described) which in their opinion are necessary or desirable for the control, administration and management of the Association's affairs and the Sport in Tasmania and may amend, repeal and replace those By-Laws.
- (b) Interpretation of the By-Laws is solely the responsibility of the Directors.

### **24.2 Effect of By-Laws**

A By-Law:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

## 25. KEEPING AND INSPECTION OF RECORDS

- (a) The Directors will cause the Association records to be kept for a period of 7 years from their creation.
- (b) Subject to privacy and confidentiality obligations Members shall have the right to inspect documents of the Association as permitted by the Act. Such inspection must be made in good faith and for a proper purpose.
- (c) The Board may impose conditions on a Member's inspection of the Association documents under this clause or may refuse such inspection where the Board

reasonably considers that the Member is not seeking and/or undertaking the inspection in good faith and/or for a proper purpose.

## **26. ACCOUNTS**

### ***26.1 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 Act.

### ***26.2 Transactions***

All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors determine from time to time.

### ***26.3 Auditor***

- (a) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the *Corporations Act 2001* (Cth).
- (b) Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

## **27. SERVICE OF DOCUMENTS**

### ***27.1 Document includes notice***

In this **clause 27**, document includes a notice.

### ***27.2 Methods of service on a Member***

The Association 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 fax number or electronic address nominated by the Member.

### ***27.3 Methods of service on the Association***

A Member may give a document to the Association:

- (a) by delivering it to the Association's registered office;
- (b) by sending it by post to the Association's registered office; or
- (c) by sending it to a fax number or electronic address nominated by the Association.

### ***27.4 Post***

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
- (b) if sent to an address 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.

### **27.5 *Electronic transmission***

If a document is sent by any form of electronic transmission, delivery of the document is taken to:

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

## **28. INDEMNITY**

### **28.1 *Indemnity of officers***

Every person who is or has been:

- (a) a Director;
- (b) CEO; or
- (c) Public Officer,

is entitled to be indemnified out of the property of the Association against:

- (d) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (e) 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 person becomes involved because of that capacity, unless:
  - (i) the Association is forbidden by statute to indemnify the person against the liability or legal costs; or
  - (ii) an indemnity by the Association of the person against the liability or legal costs would, if given, be made void by statute.

### **28.2 *Insurance***

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director, Public Officer or CEO against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Association is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Association paid the premium, be made void by statute.

**28.3 Deed**

The Association may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 28.1** on the terms the Directors think fit (as long as they are consistent with **clause 28.1**).

**29. WINDING UP****29.1 Contributions of Members on winding up**

- (a) Each Voting Member must contribute to the Association's property if the Association 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 Association's debts and liabilities contracted before their membership ceased;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves,
 and the amount is not to exceed \$1.00.
- (c) No other Member must contribute to the Association's property if the Association is wound up.

**29.2 Excess property on winding up**

- (a) If on the winding up or dissolution of the Association, and after 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 Association; 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.

**30. COMMON SEAL**

- (a) If the Association has a common seal it shall:
  - (i) be kept in the custody of the CEO; and
  - (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of 2 Directors.



- (b) A Director may not sign a document to which the seal of the Association is fixed where the Director is interested in the contract or arrangement to which the document relates.

**31. SOURCE OF FUNDS**

The funds of the Association:

- (a) may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Directors determine; and
- (b) will be managed by the Directors subject to this Constitution and the Act.

**32. REGISTERED ADDRESS**

The registered address of the Association is:

- (a) the address determined from time to time by resolution of the Board; or
- (b) if the Board has not determined an address to be the registered address, the postal address of the Secretary.