



**VOLLEYBALL TASMANIA INC.**

**CONSTITUTION**

(Adopted 25 May 2013)

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## **1.0 NAME**

- 1.1** The name of the association shall be **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.

## **2.0 DEFINITIONS**

- 2.1** In these rules, unless the contrary intention appears;
  - 2.1.1** “Committee” means the committee of management of the Association, in accordance with section 7.
  - 2.1.2** “Committee member” means a member of the committee of management of the Association, in accordance with section 7.
- 2.2** In this document, expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, email and other modes of representing or reproducing words in a visible form.
- 2.3** In this document, expressions referring to meetings shall, unless the contrary intention appears, be construed as including any form of meeting that enables group discussion, including (but not limited to) face-to-face, telephone conference, Skype, electronic mail and internet chat.

## **3.0 HEADQUARTERS**

- 3.1** The office of the Association shall be located at a venue decided upon by the Committee.

## **4.0 OBJECTS AND PURPOSES**

- 4.1** The basic objects of the Association shall be to promote, develop and co-ordinate the sport of volleyball of all types, and at all levels, in any region of Tasmania that the Committee deems to be beneficial and practicable.
- 4.2** In addition to the basic objects of the Association, the objects and purposes of the Association shall be deemed to include -
  - 4.2.1** The purchasing, leasing, hiring or otherwise acquiring of any real or personal property that may be deemed necessary or convenient for any of the objects or purposes of the Association;
  - 4.2.2** The buying, selling and supplying of, and dealing in, goods of all kinds (within legal bounds);
  - 4.2.3** The construction, maintenance and alteration of buildings or works necessary or convenient for any of the objects or purposes of the Association;
  - 4.2.4** The accepting of any gift for any one or more of the objects or purposes of the Association;
  - 4.2.5** The procuring of contributions to the funds of the Association, whether by way of donation, subscriptions, sponsorship or otherwise;
  - 4.2.6** The printing and publishing of such newspapers, periodicals, books, leaflets or other media as the Committee, or members in general meeting, may think desirable for the objects and purposes of the Association;

- 4.2.7 The borrowing and raising of money in such manners and on such terms as the Committee may see fit;
- 4.2.8 Subject to the provisions of the Trustee Act 1898, the investment of any funds of the Association in such manner as the Committee determines;
- 4.2.9 The establishment and support, or aiding in the establishment or support, of any association, institution, fund, trust, scheme and convenience which is formed for any of the basic objects or purposes of the Association or calculated to benefit servants or past servants of the Association and their dependents;
- 4.2.10 The purchase or acquisition, and undertaking, of all or any part of the property, assets, liabilities and engagements of any association with which the Association is amalgamated in accordance with the provisions of the Acts and rules of the Association;
- 4.2.11 The hire of persons or groups to undertake any such things as are incidental or conducive to the attainment of the basic objects or purposes of the Association;
- 4.2.12 The doing of all such other lawful things as are incidental or conducive to the attainment of the basic objects or purposes of the Association.

## **5.0 AFFILIATIONS**

- 5.1 The Association may join or affiliate with other organisations or associations that, in the opinion of the Committee, will aid in furthering the objects or purposes of the Association.
- 5.2 Any other body or group playing volleyball in Tasmania (non-profit or corporate) may become an affiliate of the Association upon signed agreement by both parties. Such affiliates must meet all the requirements set out by the Committee, including provision of adequate signage and payment of nominated fees.

## **6.0 MEMBERSHIP (to the Association)**

- 6.1. A person becomes a member of the Association upon –
  - 6.1.1. Acceptance of a completed membership application, including the provision of any such information deemed appropriate by the Association in order for the application to be considered; and
  - 6.1.2. Payment of fees, as determined by the Committee, in respect of the membership period.
- 6.2. A person ceases to be a member of the Association upon –
  - 6.2.1. Expiration of their membership period; or
  - 6.2.2. Cancellation of their membership.
- 6.3. Any right, privilege or obligation of a person as a member of the Association –
  - 6.3.1. May not be transferred to another person; and
  - 6.3.2. Terminates on cessation of the membership.

## **7.0 COMMITTEE**

**7.1** The Committee of the Association shall comprise the following groups: -

**7.1.1.** The Executive, consisting of

- President
- Vice President
- Secretary
- Treasurer

**7.1.2.** Officers of the Association, which may consist of (but are not limited to):

- Competitions Officer
- Refereeing Officer
- Coaching Officer
- Memberships Officer
- Marketing Officer
- Properties Officer
- Development Officer
- Information Technology Officer

**7.2** Election of all Committee members shall be by largest individual vote of all nominations at the Annual General Meeting. Voting shall be conducted as per section 8.1.7. Elected persons hold office until the end of the next Annual General Meeting.

**7.3** Should any Committee member lose the confidence of members of the Association, they may be removed from office by majority vote at a Special General Meeting called for that purpose as set out in section 8.2.1. If the removal is carried, the meeting shall appoint a replacement. If no replacement is forthcoming, the Executive shall seek and make an appointment as per section 7.4.

**7.4** Should any office become vacant due to resignation, removal or otherwise, then the Executive members shall make an appointment to fill the office. Any such appointment must be confirmed by the Committee at the next Committee Meeting.

## **8.0 MEETINGS**

### **8.1 ANNUAL GENERAL MEETING**

**8.1.1** The Annual General Meeting shall be held within five (5) months of the end of the financial year.

**8.1.2** Twenty eight (28) days notice of the Annual General Meeting must be given to all Committee members and, where possible, to all members of the Association stating the date, time and venue of the meeting.

**8.1.3** Full details of any constitutional amendments and other Special Business of the meeting must be forwarded to all Committee members and published in a form that is reasonably accessible by all members of the Association at least fourteen (14) days prior to the meeting.

**8.1.4** Copies of all reports to be presented to the meeting must be forwarded to all Committee members at least fourteen (14) days prior to the meeting.

**8.1.5** The Business of the Annual General Meeting shall be:

- (a) Confirmation of the minutes of the previous Annual General Meeting.

- (b) President's Report.
- (c) Audited Financial Statement.
- (d) Election of Executive and Officers of the Association.
- (e) Appointment of an auditor.
- (f) Definition or establishment of the Association headquarters for the year.
- (g) Special Business on Notice.

**8.1.6** The quorum for an Annual General Meeting shall be at least ten (10) members present and entitled to vote.

**8.1.7** Those entitled to vote, if present, at an Annual General Meeting shall be:

**8.1.7.1** Eligible members have one (1) vote each.

**8.1.7.2** Members of the Committee of the Association have one (1) vote each.

**8.1.7.3** The President shall have a casting vote.

**8.1.8** All polls conducted at the Annual General Meeting shall be by whatever manner the chairperson directs.

**8.1.9** The first meeting of a new Committee shall be held immediately following the Annual General Meeting at which they were elected.

## **8.2 SPECIAL GENERAL MEETING**

**8.2.1** A Special General Meeting shall be held, when deemed necessary by the Executive, to consider motions of Special Business as requested, in writing, by a Committee member.

**8.2.2** Twenty eight (28) days notice of any Special General Meeting must be given to all Committee members and, where possible, to all members of the Association stating the date, time and venue of the meeting.

**8.2.3** Full details of the business of the meeting must be forwarded to all Committee members and published in a form that is reasonably accessible by all members of the Association at least fourteen (14) days prior to the meeting.

**8.2.4** The business of a Special General Meeting shall be limited to those motions detailed in section 8.2.3.

**8.2.5** The quorum, voting rights and polls at a Special General Meeting shall be as for the Annual General Meeting, according to sections 8.1.6, 8.1.7 and 8.1.8.

## **8.3 COMMITTEE MEETING**

**8.3.1** The Committee shall meet as often as is necessary to ensure the smooth running of the Association.

**8.3.2** Fourteen (14) days of notice of any Committee Meeting must be given to all members of the Committee, stating the date, time, venue and business of the meeting.

**8.3.3** The business of a Committee Meeting shall be:

- (a) Confirmation of the minutes of the last Committee Meeting.
- (b) President's Report.
- (c) Treasurer's Report.
- (d) Reports from other Committee members.
- (e) Agenda Items of general business.
- (f) Other general business.

**8.3.4** The quorum for a Committee Meeting shall be at least half of the elected Committee of the Association.

**8.3.5** Voting powers at a Committee Meeting shall be: -

**8.3.5.1** Each Committee member shall have one (1) vote.

**8.3.5.2** The President, after consultation with other Executive members, shall have a casting vote if required.

**8.3.6** All polls conducted at a Committee Meeting shall be by whatever manner the chairperson directs.

## **8.4 EXECUTIVE MEETINGS**

**8.4.1** The Executive shall meet when necessary to discuss and, where possible, institute solutions to matters that may occur between Committee Meetings, subject to the following:

**8.4.1.1** Any decision or action must be in line with current policy as agreed by the Committee.

**8.4.1.2** Any decision or action must be ratified at the next Committee Meeting. This Committee Meeting should be held within three (3) months of the decision being made.

**8.4.2** No formal notice of an Executive Meeting is necessary, but all members of the Executive must be given reasonable notice.

## **9.0 DUTIES OF EXECUTIVE MEMBERS**

### **9.1 PRESIDENT**

The President shall: -

**9.1.1** when present, chair all meetings of the Association, as defined in section 8;

**9.1.2** act as chief spokesperson of the Association on all delegations attended;

**9.1.3** arrange for the Vice President, or another member of the Committee, to deputise whenever necessary; and

**9.1.4** act as otherwise required by the Association.

### **9.2 VICE PRESIDENT**

The Vice President shall: -

**9.2.1** act as first deputy to the President, performing the duties of the President in the event of the President being unavailable; and

**9.2.2** act as otherwise required by the Association.

### **9.3 SECRETARY**

The Secretary shall: -

**9.3.1** be the chief Executive Officer of the Association;

**9.3.2** convene all meetings of the Association in accordance with Section 8;

**9.3.3** attend to all correspondence promptly and appropriately and file all inward correspondence and copies of outward correspondence;

- 9.3.4 keep accurate minutes of all official meetings of the Association and distribute a copy of the minutes to all Committee members of the Association;
- 9.3.5 monitor progress on the activities assigned to other Committee members in the minutes;
- 9.3.6 keep an accurate record of all rules currently in effect; and
- 9.3.7 act as otherwise required by the Association.

#### **9.4 TREASURER**

The Treasurer shall: -

- 9.4.1. on behalf of the Association, direct the income and property of the Association;
- 9.4.2. prepare an audited financial statement of the immediately preceding financial year to be presented at the Annual General Meeting;
- 9.4.3. provide a statement of the Association's financial position at each Committee Meeting;
- 9.4.4. subject to any reasonable restrictions as to time and manner of inspection that may be imposed by the Committee from time to time, keep all accounts open to the inspection of the Committee of the Association; and
- 9.4.5. act as otherwise required by the Association.

#### **10.0 PAID OFFICER(S)**

- 10.1 To assist in the pursuit of the basic objectives or purposes of the Association, members at a Committee Meeting may approve the appointment of any Officer(s) who will receive remuneration by way of salary, fees, gifts or allowances for services. Some of the duties of any of the Committee members may be transferred to or shared on the duty statement of such Officer(s).
- 10.2 A Paid Officer has no voting rights (Committee members aside) at any meeting and shall be responsible to the President of the Association.

#### **11.0 INCOME AND PROPERTY OF THE ASSOCIATION**

- 11.1 The income and property of the Association shall be applied solely towards the promotion of the objects and purposes of the Association and no portion of these shall be paid or transferred to any member of the Association without detailed authority approved at a Committee Meeting.
- 11.2 The Association shall not pay to any member of the Committee of the Association any remuneration or other benefit in money or moneys worth for carrying out any of the duties assigned to that member as detailed in Section 9, other than the payment of out-of-pocket expenses.
- 11.3 A servant or member of the Association may be paid –
  - 11.3.1. Remuneration in return for services rendered to the Association (such as referees or roster managers) or for goods supplied to the Association in the ordinary course of business; or
  - 11.3.2. A reasonable and proper sum by way of rent for premises let to the Association.
- 11.4 If any Paid Officer is appointed, as described in section 10, the limits of the period of appointment, the remuneration to be paid and the maximum expenses allowed must be set at a Committee Meeting prior to appointment.



## **12.0 FINANCIAL YEAR**

**12.1** The Financial Year shall be the twelve (12) month period ending on December 31.

## **13.0 AUDIT AND THE AUDITOR**

**13.1** At each Annual General Meeting of the Association the members present shall appoint a person as the Auditor of the Association.

**13.2** A person appointed as Auditor of the Association shall hold office until the end of the Annual General Meeting successive to the appointment, and is eligible for re-appointment.

**13.3** If an appointment is not made at an Annual General Meeting, or if a vacancy occurs during the course of the financial year, the Committee shall appoint an Auditor of the Association as required. This person shall hold office until the end of the next Annual General Meeting.

**13.4** This person may be a member of the Association, but no Committee member shall be eligible for appointment as Auditor during their tenure of office.

**13.5** The Auditor may only be removed from office by resolution of the Committee.

**13.6** The Auditor shall certify as to the correctness of the accounts of the Association and shall prepare a report thereon for the members present at the Annual General Meeting.

**13.7** The Auditor: -

**13.7.1** has the right of access to all accounts, books, records, vouchers and documents which relate to the financial activities of the Association;

**13.7.2** may acquire from the officers of the Association such information and explanations as may be necessary for the performance of the duties of Auditor;

## **14.0 SUB COMMITTEES**

**14.1** The committee may, from time to time, appoint any person it sees fit to head a sub committee for any purpose that is deemed by the committee to be beneficial to the Association in meeting its objectives or purposes.

**14.2** All members of such a sub committee must be approved at a Committee Meeting.

**14.3** The head of any sub committee must report, in writing, to the next Committee Meeting subsequent to the completion of a task of the sub committee or as otherwise required by the Committee.

## **15.0 LIFE MEMBERS**

**15.1** The Association may appoint as a Life Member any person provided: -

**15.1.1.** The nominee has given at least 10 years long and valued service to the Association; and

**15.1.2.** The nomination is approved according to section 15.2.

**15.2** The names of the nominees for life membership must be submitted to the Committee. Should a majority of three fourths of the Committee members approve, the name or names shall be submitted to the next Annual General Meeting.

**15.3** Not more than two Life Members shall be appointed at each Annual General Meeting.

**15.4** Life Members shall be presented with a Life Membership Award.

## **16.0 NOTICES**

- 16.1** Any notice being served by, or on behalf of, the Association must be in writing.
- 16.2** A notice may be served by, or on behalf of, the Association upon any Committee member or member of the Association either personally or by other means at the last known address of that person.
- 16.3** Any notice or document required to be given to, or served upon, the Association shall be in writing and shall be deemed to be so given or served if delivered to the Secretary of the Association.

## **17.0 ALTERATIONS AND AMENDMENTS TO THIS DOCUMENT**

- 17.1** Alterations or amendments to the Constitution of the Association can only be made at the Annual General Meeting or a Special General Meeting, and then only with a three fourths majority of a poll conducted at such a meeting in accordance with section 8.
- 17.2** Notice and particulars of any proposed alteration or amendment must be given in writing to the Secretary of the Association at least twenty eight (28) days prior to the date of the meeting at which it is to be moved.
- 17.3** Failure to adhere to clause 17.2 will automatically nullify such a notice.
- 17.4** Proposed amendments must be specific. They must refer to the Article(s) concerned specifying the words to be added and/or deleted and the newly worded paragraph shown in full.

## **18.0 DISSOLUTION**

- 18.1** In the event the Association being wound up -

- 18.1.1** in the case of debts and liabilities –

- 18.1.1.1** Each person who, within a period of twelve (12) months immediately preceding the commencement of the winding up, was a Committee member of the Association shall contribute equally to the assets of the Association for the payment of the debts and liabilities of the Association and expenses incurred during the process of winding up.

- 18.1.1.2** Former Committee members are not liable to contribute in respect of any debt or liability of the Association contracted after their tenure ceased.

- 18.1.1.3** Any individual liability shall not exceed AUD\$1.00.

- 18.1.2** in the case of assets –

- 18.1.2.1** Wherever possible, the Executive or other remaining Committee members will endeavour to pass on all remaining assets and funds of the Association to another association (or similar entity) that has similar objects and purposes.

- 18.1.2.2** If distribution according to clause 18.1.2.1 is not possible or practicable, each Committee member at the time of the winding up of the Association shall share equally in any remaining assets or funds of the Association.