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# ASSOCIATIONS INCORPORATION ACT 1985 (SA)

## CONSTITUTION

### Of **TEA TREE GULLY NETBALL CLUB INCORPORATED**

#### 1. NAME OF CLUB

The name of the club shall be **Tea Tree Gully Netball Club** Incorporated and it shall hereafter be referred to as the "**Club**".

#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1 Definitions

In this constitution, unless the contrary intention appears:

- '**Act**' means the *Associations Incorporation Act 1985 (SA)*.
- '**Management Committee**' means the body managing the club and consisting of the committee members.
- '**Constitution**' means this constitution of the club.
- '**Financial year**' means a period of 12 months commencing on 1st April and ending on 31st March each year.
- '**Individual member**' means a registered, financial member of the club who is at least 18 years of age.
- '**Junior member**' means a registered member of the club who is younger than 18 years of age.
- '**Life member**' means an individual appointed as a life member of the club under **clause 5.2**.
- '**Elected Member**' means an individual affiliated with a past or present financial club member who has been elected under **clause 15**
- '**Local area**' means the geographical area for which the club is responsible as recognised by the regional and/or state organisations for "South Australian District Netball Association" of which the club is a member.
- '**Member**' means a member of the club for the time being under **clause 5**.
- '**NSO**' means National Sporting Association "Netball Australia"
- '**Objects**' means the objects of the club in **clause 3**.
- '**RSO**' means Regional Sport Association "South Australian District Netball Association"
- '**Special resolution**' means a special resolution defined in the Act.
- '**Sport**' means "Netball"
- '**SSO**' means State Sport Association "Netball SA"

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## 2.2 Interpretation

In this constitution:

- (a) A reference to a function includes a reference to a power, authority and duty.
- (b) A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty.
- (c) Words importing the singular include the plural and vice versa.
- (d) Words importing any gender include the other genders.
- (e) References to persons include corporations and bodies politic.
- (f) References to a person include the legal personal representatives, successors and permitted assigns of that person.
- (g) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction).
- (h) A reference to 'writing' shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

## 2.3 Severance

If any provision of this constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this constitution.

## 2.4 The Act

Except where the contrary intention appears, in this constitution an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this constitution.

## 3. OBJECTS OF THE CLUB

The club is established solely for the objects. The objects of the club are established to:

- (a) Conduct, encourage, promote, advance and administer netball throughout the local area.
- (b) Act, at all times, on behalf of and in the interest of the members and netball in the local area.
- (c) Affiliate and otherwise liaise with the regional and/or state organisations of which the club is a member and adopt their rule and policy frameworks to further these objects.
- (d) Abide by, circulate, enforce and secure uniformity in the application of the rules of netball.

## Tea Tree Gully Netball Club Constitution

- (e) Advance the operations and activities of the club throughout the local area.
- (f) Have regard to the public interest in its operations.
- (g) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.
- (h) To promote good fellowship amongst those interested in netball.

### 4. POWERS OF THE CLUB

Solely for furthering the objects, the club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

### 5. MEMBERS ®

#### 5.1 Members ®

The members of the club shall consist of:

- (a) Life members, who subject to this constitution, shall have the right to receive notice of all meetings and to be present, to debate and to vote at annual and general meetings.
- (b) Individual members, who subject to this constitution, shall have the right to receive notice of annual general meetings and to be present, to debate and to vote at annual general meetings.
- (c) Junior members, who subject to this constitution, shall have no right to receive notice of general meetings and no right to be present or debate or vote at general meetings.
- (d) Elected Members, who subject to this constitution, shall have the right to receive notice of all meetings and to be present, to debate and to vote at annual and general meetings.

#### 5.2 Life Members

- (a) The management committee may recommend to the AGM that any natural person who has rendered distinguished service to the club over a period of not less than ten (10) years be appointed as a life member.
- (b) A resolution of the AGM to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the management committee must be a special resolution.
- (c) A person must accept or reject the club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the register, and from the time of entry on the register the person shall be a life member.
- (d) Life members shall not be required to pay annual subscription fees.

### 6. MEMBERSHIP APPLICATION ®

#### 6.1 Application for membership

An application for membership must be:

## Tea Tree Gully Netball Club Constitution

- (a) In writing on the form prescribed from time to time by the management committee (if any), from the applicant or its nominated representative and lodged with the club
- (b) Accompanied by the appropriate fee, if any.

### 6.2 Discretion to Accept or Reject Application

- (a) The club may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the club accepts an application, the applicant shall become a member. Membership shall be deemed to commence upon acceptance of the application by the club. The register shall be amended accordingly as soon as practicable.
- (c) Where the club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the club.

### 6.3 Renewal

Members (other than life members) must renew their membership seasonally in accordance with the procedures set down by the club in regulations from time to time.

### 6.4 Deemed Membership

- (a) All persons who are, prior to the approval of this constitution under the Act, members of the club shall be deemed members from the time of approval of this constitution under the Act.
- (b) Any members of the club, prior to approval of this constitution under the Act, who are not deemed members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this constitution.

## 7. REGISTER OF MEMBERS ®

### 7.1 Club to Keep Register

The club shall keep and maintain a register in which shall be entered (as a minimum):

- (a) The full name, address, phone number and date of entry of each member.
- (b) Where applicable, the date of termination of membership of any member.

The following may be better held in a 'Good Practice Regulations' document, if we develop one.

### 7.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any member, shall be available for inspection (but not copying) by members, upon reasonable request.

### 7.3 Use of register

Subject to the Act, confidentiality considerations and privacy laws, the register may be used to further the objects, in such manner as the management committee considers appropriate.

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## 8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) This constitution forms a contract between each of them and the club and that they are bound by this constitution and the regulations.
- (b) They shall comply with and observe this constitution and the regulations and any determination, resolution or policy which may be made or passed by the Management Committee or other entity with delegated authority.
- (c) By submitting to this constitution and regulations, they are subject to the jurisdiction of the club, RSO, SSO and NSO.
- (d) The constitution and regulations are necessary and reasonable for promoting the objects and particularly the advancement and protection of Netball
- (e) They are entitled to all benefits, advantages, privileges and services of club membership.

## 9. DISCONTINUANCE OF MEMBERSHIP

### 9.1 Notice of Resignation

- (a) A member who has paid all arrears of fees payable to the club may resign or withdraw from membership of the club.

### 9.2 Discontinuance for Breach

- (a) Membership of the club may be discontinued by the management committee upon breach of any clause of this constitution or the regulations, including, but not limited to, the failure to pay any monies owed to the club, failure to comply with the regulations or any resolutions or determinations made or passed by the management committee or any duly authorised committee.
- (b) Membership shall not be discontinued by the Management Committee under **clause 9.2(a)** without the Management Committee first giving the accused member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a member fails, in the management committee's view, to adequately explain the breach, that member's membership shall be discontinued under **clause 9.2(a)** by the club giving written notice of the discontinuance to the member.

### 9.3 Member to Re-Apply

A member whose membership has been discontinued under **clauses 9.2 or 9.3**:

- (a) Must seek renewal or re-apply for membership in accordance with this constitution
- (b) May be re-admitted at the discretion of the management committee

### 9.4 Forfeiture of Rights

A member who ceases to be a member, for whatever reason, shall forfeit all rights in and claims upon the club and its property and shall not use any property of the club including intellectual property. Any club documents, records or other property in the possession, custody or control of that member shall be returned to the club immediately.

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## 9.5 Membership May be Reinstated

Membership, which has been discontinued under this **clause 9**, may be reinstated at the discretion of the Management Committee, with such conditions as it deems appropriate.

## 9.6 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued member will not be refunded to the member upon discontinuance.

## 10. DISCIPLINE ®

- (a) The management committee may commence or cause to be commenced disciplinary proceedings against a member who has allegedly:
- (i) Breached, failed, refused or neglected to comply with a provision of this constitution, the regulations or any resolution or determination of the board or any duly authorised committee
  - (ii) Acted in a manner unbecoming of a member, or prejudicial to the purposes and interests of the club and/or Netball
  - (iii) Brought the club, any other member or Netball into disrepute.

That member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the club set out in the regulations.

- (b) The management committee may appoint a judiciary committee to deal with any disciplinary matter referred to it. Such judiciary committee shall operate in accordance with the procedures expressed in the regulations but is subject always to the Act.

## 11. SUBSCRIPTIONS AND FEES ®

The seasonal membership subscription (if any) and any fees or other levies payable by members to the club and the time for and manner of payment shall be as determined by the management committee.

## 12. EXISTING COMMITTEE

The members of the administrative or governing body (by whatever name called) of the club in office immediately prior to approval of this constitution under the Act shall continue in those positions until the next AGM following such adoption of this constitution, and thereafter the positions of committee members shall be filled, vacated and otherwise dealt with in accordance with this constitution.

## 13. POWERS OF THE COMMITTEE

Subject to the Act and this constitution, the business of the club shall be managed and the powers of the club shall be exercised by the management committee. In particular, the management committee shall act in accordance with the objects and shall operate for the benefit of the members and the community throughout the local area.

## 14. COMPOSITION OF THE COMMITTEE

### 14.1 Composition of the Management Committee

The management committee shall comprise:



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- (a) Club President and who shall be elected under **clause 15**.
- (b) One (1) Vice Presidents and who shall be elected under **clause 15**.
- (c) The Secretary and who shall be elected under **clause 15**.
- (d) The Treasurer who shall be elected under **clause 15**.
- (e) Registration Officer who shall be elected under **clause 15**
- (f) The Club Coach and who shall be elected under **clause 15**.
- (g) Public Officer and who shall be elected under **clause 15**.
- (h) General Committee (up to ten (10) members) and who shall be elected under **clause 15**.

### 14.2 Election and Appointment of Committee ®

- (a) The elected positions shall be elected under **clause 15**.
- (b) The appointed positions may be appointed under **clause 16**.

### 14.3 Portfolios ®

The management committee may allocate portfolios to committee members.

## 15. ELECTED COMMITTEE

### 15.1 Nomination for Committee ®

Nominations for elected positions shall be called for fourteen days prior to the AGM. When calling for nominations. Qualifications and job descriptions shall be determined by the management committee from time to time.

### 15.2 Form of Nomination

Nominations must be:

- (a) Nominees must be a member under **clause 5.1 (a) (b) (d)**
- (b) In writing on the official Tea Tree Gully Netball Club Committee nomination form.
- (c) Certified by the nominees (who must be individual members) expressing their willingness to accept the position for which they are nominated.
- (d) If there are insufficient nominations presented prior to the AGM, nominations will be accepted on the night.

### 15.3 Elections ®

- (a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the management committee, then those nominated shall be declared elected only if approved by the majority of members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the management committee, or if a person is not approved by the majority of members

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under **clause 15.3 (a)**, 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 alphabetical order for each vacancy on the board.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the management committee from time to time.

### 15.4 Term of Appointment for Elected Committee

Positions elected under **clause 15** shall be elected for a term of one year. Subject to provisions in this constitution relating to early retirement or removal of elected positions, elected positions shall remain in office from the conclusion of the AGM at which the election occurred until the conclusion of the second AGM following.

## 16. APPOINTED SUB COMMITTEES

### 16.1 Appointment Sub Committees

The elected positions may appoint up to 10 sub-committee positions.

- (a) No more than 6 position per sub-committee.
- (b) 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 alphabetical order for each vacancy on the sub-committee
- (c) Voting shall be conducted in such a manner and by such a method as determined by the management committee from time to time.

### 16.2 Qualifications for Appointed Sub Committee

The appointed positions may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the elected positions composition. They do not need to be individual members.

### 16.3 Term of Appointment

Appointed positions may be appointed by the elected positions under this constitution for a term of one year, which shall commence from the first board meeting after the AGM until after the conclusion of the second AGM that follows.

## 17. VACANCIES ON THE COMMITTEE

### 17.1 Casual Vacancies

Any casual vacancy occurring within the elected management committee may be filled by the remaining committee members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the term under this constitution.

### 17.2 Grounds for Termination of Committee

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

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- (b) becomes bankrupt or makes any arrangement or composition with her creditors generally
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health
- (d) resigns their office in writing to the club
- (e) is absent without the consent of the management committee from meetings held during a period of six months.
- (f) holds any office of employment with the club without the approval of the board
- (g) is directly or indirectly interested in any contract or proposed contract with the club and fails to declare the nature of that interest
- (h) in the opinion of the board (but subject always to this constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the objects and interests of the club
  - (i) has brought the club into disrepute
- (i) is removed by special resolution
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth.)*.

### 17.3 Committee May Act

In the event of a casual vacancy or vacancies in the office of an elected position, the management committee may act. However, if the number of remaining management committee is not sufficient to constitute a quorum at a meeting of the appointed committee members they may act only for the purpose of increasing the number of committee members to a number sufficient to constitute a quorum.

## 18. MEETINGS OF THE MANAGEMENT COMMITTEE

### 18.1 Committee to Meet

The management committee shall meet monthly or as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. An elected member may at any time convene a meeting of the management committee within reasonable time.

### 18.2 Decisions of Committee

Subject to this constitution, questions arising at any meeting of the committee shall be decided by a majority of votes and a determination of a majority of committee members shall for all purposes be deemed a determination of the management committee. All committee members shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

### 18.3 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic

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communication by all the committee members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the management committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the committee members.

- (b) Without limiting the power of the management committee to regulate its meetings as it thinks fit, a meeting of the committee may be held where one or more of the members is not physically present at the meeting, provided that:
- (i) All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.
  - (ii) Notice of the meeting is given to all the elected members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the management committee or this constitution. The notice will specify that elected members are not required to be present in person.
  - (iii) If a failure in communications prevents clause 18.3(b)(i) from being satisfied by the number of management committee which constitutes a quorum, and none of such committee members are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until clause 18.3(b)(i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
  - (iv) Any meeting held where one or more of the management committee is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a committee member is there present. If no committee member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

### **18.4 Quorum**

At meetings of the management committee the number of committee members whose presence is required to constitute a quorum is 50 percent plus 1.

### **18.5 Notice of Committee Meetings**

Unless all management committee members agree to hold a meeting at a shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen days' written notice of the meeting of the management committee shall be given to each committee member. The agenda shall be forwarded to each committee member no less than four days prior to the meeting.

### **18.6 Chairperson**

The President shall preside as chairperson from among its members. The chairperson shall be the nominal head of the club and will act as chair of any meeting or general meeting at which they are present. If the chairperson is not present, or is unwilling or unable to preside at a meeting, the remaining management committee shall appoint another committee member to preside as chair for that meeting only.

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### 18.7 Conflict of Interest ®

A committee member shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He shall, unless otherwise determined by the management committee, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the committee member casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a management committee member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the management committee. If this is not possible, the matter shall be adjourned or deferred.

### 18.8 Disclosure of Interests

- (a) The nature of the interest of a committee member must be declared at the meeting of the management committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the management committee at the next meeting. If a committee member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the management committee held after the committee member becomes interested.
- (b) All disclosed interests must also be disclosed to each AGM in accordance with the Act.

### 18.9 General Disclosure

A general notice stating that a committee member is a member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.8**. After the distribution of the general notice, it is not necessary for the committee member to give a special notice regarding any particular transaction with that firm or company.

### 18.10 Recording Disclosures ®

Any declaration made, any disclosure or any general notice given by a committee member in accordance with **clauses 18.7, 18.8** and/or **18.9** must be recorded in the minutes of the relevant meeting.

## 19. DELEGATIONS ®

### 19.1 Management Committee May Delegate Functions

The management committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions.

It will determine what powers these committees are given.

### 19.2 Delegation by Instrument

In the establishing instrument, the management committee may delegate such functions as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function imposed on the management committee by the Act, any other law, this constitution, or by resolution of the club in a general meeting.

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## 19.3 Delegated Function Exercised in Accordance with Terms

A function, the exercise of which has been delegated under this clause, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

## 19.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the management committee under **clause 18**. The entity exercising delegated powers shall make decisions in accordance with the objects, and it shall promptly provide the management committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the management committee.

## 19.5 Delegation May Be Conditional

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

## 19.6 Revocation of Delegation

At any time the management committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

## 20. CLUB NAME, LOGO COROSPONDANCE AND (IF APPLICABLE)

- (a) The Club, Logo shall not be used without the express authorisation of the management committee.

## 21. ANNUAL GENERAL MEETING

- (a) The club's AGM shall be held in accordance with the Act and this constitution. It should be held on a date and at a venue determined by the management committee.
- (b) All general meetings other than the AGM shall be held in accordance with this constitution.

## 22. SPECIAL GENERAL MEETINGS

### 22.1 Special General Meetings May be Held

The management committee may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen months elapses between AGMs, the management committee shall convene a special general meeting before the expiration of that period.

### 22.2 Requisition of Special General Meetings

- (a) The secretary will convene a special general meeting when five per cent of members (no less) submit a requisition in writing.
- (b) The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the members making the requisition and be sent to the club. The requisition may consist of several documents in a like form, each signed by one or more of the members making the requisition.

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- (c) If the management committee does not cause a special general meeting to be held one month after sending the requisition to the club, the members making the requisition, or any of them, may convene a special general meeting to be held no later than three months after that date.
- (d) A special general meeting convened by members under this constitution shall be convened in the same manner, or as close as possible, as those convened by the board.

### 23. NOTICE OF ANNUAL GENERAL MEETING

- (a) Notice of every annual general meeting shall be given to every life member and individual member entitled to receive notice. Notice shall be advertised on the official Club web site. No other person shall be entitled, as of right, to receive notices of annual general meetings.
- (b) A notice of an annual general meeting shall specify the place, day and hour of the meeting.
- (c) At least four days prior to a annual general meeting, a notice will be sent to entitled members via the clubs web site
  - (i) the agenda for the meeting
  - (ii) any notice of motion received from members entitled to vote.
- (d) Notice of every annual general meeting shall be given in the manner authorised in **clause 37**.

### 24. BUSINESS

- (a) The business to be transacted at the AGM includes the consideration of accounts and the reports of the management committee, the election of positions under this constitution and the appointment of the committee members.
- (b) All business that is transacted at a general meeting and at an AGM, with the exception of those matters set down in **clause 24(a)**, shall be special business.
- (c) No business other than that stated on the notice for an annual general meeting shall be transacted at that meeting.

### 25. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at an annual general meeting. All notices of motion must be submitted in writing to the club no less than fourteen days (excluding receiving date and meeting date) prior to the annual general meeting.

### 26. PROCEEDINGS AT GENERAL MEETINGS

#### 26.1 Quorum

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for general meetings of the club shall be six **50 % plus 1** committee members.

The chairperson of the board shall, subject to this constitution, preside as chair at every general meeting except:

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- (a) in relation to any election for which the chairperson is a nominee
- (b) where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another director to preside as chairperson for that meeting only.

### 26.2 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 26.2(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### 26.3 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chairperson
- (b) a simple majority of members.

### 26.4 Recording of Determinations

Unless a poll is demanded under **clause 26.3**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the club's book of proceedings.

### 26.5 Where Poll Demanded

If a poll is duly demanded under **clause 26.3** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

## 27. VOTING AT GENERAL MEETINGS ®

### 27.1 Members Entitled to Vote

Each life member and elected member shall be entitled to one vote at general meetings. No other member shall be entitled to vote but shall, subject to this constitution, have and be entitled to exercise those rights set out in clause 5.1.



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## 27.2 Chairperson May Exercise Casting Vote

Where voting at general meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

## 27.3 Proxy Voting

Proxy voting shall not be permitted at general meetings.

## 28. GRIEVANCE PROCEDURE ®

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a member and:
  - (i) another member
  - (ii) the club.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 30 days after the dispute comes to the attention of all parties.
- (c) The committee may prescribe additional grievance procedures in regulations consistent with this **clause 28**.

## 29. RECORDS AND ACCOUNTS

### 29.1 Records

The club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the management committee). It shall produce these as appropriate at each annual or general meeting.

### 29.2 Records Kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act. The club shall retain such records for five years after the completion of the transactions or operations to which they relate.

### 29.3 Treasurer to Submit Accounts

The Treasurer shall submit the club's statements of account to the members at the AGM in accordance with this constitution and the Act.

### 29.4 Accounts Conclusive

The statements of account, when approved or adopted by an AGM, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

### 29.5 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any three duly authorised committee members or in such other manner as the management committee determines. At least two (2) signatures shall be required to withdraw any funds from the Club bank account.

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### 30. AUDITOR – FOR PRESCRIBED ASSOCIATIONS

- (a) A properly qualified auditor or auditors shall be appointed by the club in a general meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the club in a general meeting.
- (b) The accounts of the club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.

### 31. APPLICATION OF INCOME

31.1 The income and property of the club shall be applied solely towards the promotion of the objects.

31.2 Except as prescribed in this constitution or the Act:

- (a) no portion of the income or property of the club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the club to any member who holds any office of the club.

31.3 Payment in good faith of or to any member can be made for:

- (a) any services actually rendered to the club whether as an employee, director or otherwise
- (b) goods supplied to the club in the ordinary and usual course of operation
- (c) interest on money borrowed from any member
- (d) rent for premises demised or let by any member to the club
- (e) any out-of-pocket expenses incurred by a member on behalf of the club.

Nothing in **clauses 31.1 or 31.2** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

### 32. WINDING UP

- (a) Subject to this constitution the club may be wound up in accordance with the Act.
- (b) The liability of the members of the club is limited.
- (c) Every member undertakes to contribute to the assets of the club in the event of it being wound up while a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the club contracted before the time at which they ceased to be a member and towards the costs, charges and expenses of winding up the club, such an amount not exceeding one dollar (\$1.00).

### 33. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the

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members. Instead, the assets or property shall be given or transferred to another organisation(s) that has objects similar to those of the club. The organisation(s) must prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the club by this constitution. The organisation(s) is to be determined by the members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

### **34. ALTERATION OF CONSTITUTION**

This constitution shall not be altered except by special resolution.

### **35. REGULATIONS**

#### **35.1 Management to Formulate Regulations**

The management committee may formulate, issue, adopt, interpret and amend regulations for the proper advancement, management and administration of the club, the advancement of the purposes of the club and Netball in the local area. Such regulations must be consistent with the constitution and any policy directives of the board.

#### **35.2 Regulations Binding**

All regulations are binding on the club and all members.

#### **35.3 Regulations Deemed Applicable**

All clauses, rules, by-laws and regulations of the club in force at the date of the approval of this constitution (as long as such clauses, rules/by-laws and regulations are not inconsistent with or have been replaced by, this constitution) shall be deemed to be regulations and shall continue to apply.

#### **35.4 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to regulations shall be advised to members by means of bulletins approved by the management committee and prepared and issued by the club. The club shall take reasonable steps to distribute information in the bulletins to members. The matters in the bulletins are binding on all members.

### **36. STATUS AND COMPLIANCE OF CLUB**

#### **36.1 Recognition of Club**

The club is a member of the regional and/or state bodies for Netball and is recognised by those bodies as the entity responsible for the delivery of Netball in the local area and is subject to compliance with this constitution. The regional and/or state bodies' constitutions shall continue to be so recognised and shall administer Netball in the local area in accordance with the objects.

#### **36.2 Constitution of the Club**

This constitution will clearly reflect the objects of the region and state bodies for Netball and will conform to the constitutions of those bodies, subject always to the Act.

#### **36.3 Region and SSO**

The club may not resign, disaffiliate or otherwise seek to withdraw from its regional and/or state body without approval by special resolution.

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### 37. NOTICE

- (a) Notices may be given by the club to any person entitled under this constitution to receive any notice. The notice will be advertised on the official Club web site.

### 38. INDEMNITY

- (a) Every committee member and employee of the club will be indemnified out of the property and assets of the club against any liability incurred by them in their capacity as committee member or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The club shall indemnify its committee members and employees against all damages and losses (including legal costs) for which any such committee member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:
  - (ii) in the case of a committee member, performed or made while acting on behalf of and with the authority, express or implied, of the club
  - (iii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the club.

### 39. AUTHORITY TO TRADE

The club is authorised to trade in accordance with the Act.

### 40. AMENDMENTS

- (a) Version 1.1 (draft) – 10/09/2013
- (b) Version 1.2 (draft) – 31/03/2014
- (c) Version 1.3 (draft) – 26/08/2014
- (d) Version 1.4 (Final) – 28/07/2015