



CONSTITUTION OF

AUSTRALASIA GAELIC GAMES LTD

ACN 679 087 293

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Constitution

of

AUSTRALASIA GAELIC GAMES LTD ACN 679 087 293

Corporations Act 2001 (Cth)

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Constitution unless the context requires otherwise:

Affiliated Member means a sporting organisation, club, association, or other entity made up of players and other relevant stakeholders (**Clubs**) and admitted to the Company under **clause 5.7** and the Policies.

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

Appointed Director means a Director appointed under **clause 14**.

Australasia means a subregion of Oceania, comprising Australia and New Zealand.

Australian Sports Commission (ASC) means the Australian Federal Government commission responsible for supporting and investing in sport in Australia, and for recognising national sporting organisations. The Commission incorporates the Australian Institute of Sport (**AIS**).

Board means the Directors acting together in accordance with their powers and authority under this Constitution.

Camogie means an outdoor team game of ancient Gaelic Irish origin, played by women and sharing a number of features with Hurling.

CEO means a person appointed as chief executive officer of the Company by the Directors, and includes the Company Secretary acting in that role where a CEO cannot be sourced or resourced.

Chairperson or **Chair** has a similar meaning to the role of 'President' in a state-based incorporated association but in the Company means the person elected as the chair of the Company under **clause 16.7(a)**.

Club means a club or association admitted as an Affiliated Member to the Company under **clause 5.7**.

Committee means a committee established by the Directors under **clause 20**.

Company means Australasia Gaelic Games Ltd ACN 679 087 293.

Company Secretary means a person appointed as a company secretary of the Company by the Directors under **clause 19**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Corporations Act means the *Corporations Act 2001* (Cth) as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

Delegate means a person appointed by an Unincorporated Member to attend and vote at a General Meeting for and on behalf of the Unincorporated Member or on a State Advisory Council.

Director means a means a director appointed under **clause 14.1**..

Directors mean, as the case requires, all or some of the Directors acting together as a board in accordance with their powers and authority under this Constitution.

Executive Director means a Director appointed under **clause 14.1(a)(i)**.

FAR Committee means the Finance, Audit and Risk Committee established by the Directors under **clause 20.4**.

Gaelic Athletic Association (GAA) means the ISF promoting Gaelic games, including Gaelic Football, Hurling, Handball and Rounders. The GAA is an amateur sporting association.

Gaelic Football means team sport of Irish origin, generally played between two teams on a grass pitch. The objective of the sport is to, generally, score by kicking or punching the ball into the other team's goal (3 points) or between two upright posts above the goal and over a crossbar 2.5 metres (8 ft 2 in) above the ground (1 point).

Game means an organised and sanctioned game of Camogie, Gaelic Football handball, Hurling, and/or rounders.

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

Hurling means an outdoor team game of ancient Gaelic Irish origin, played by men and sharing a number of features with Gaelic Football, such as the field and goals, the number of players and much terminology.

Individual Member means a person admitted to the Company as an individual member under **clause 5.8**.

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

ISF means the International Sport Federation, being the GAA.

Life Member means a person admitted to the Company as a life member under **clause 5.56**.

Member means a member of the Company under **clause 5**.

National Sports Tribunal means the body established under the *National Sports Tribunal Act 2019* (Cth) to hear and resolve national-level sporting disputes in Australia, as supported by a Registry within the Australian Government Department of Health (**NST**).

Nominations Committee refers to a Committee appointed to evaluate the Company's current and nominated Board of Directors and to ensure that all appointed Directors have the skills and characteristics required to best discharge the duties of Appointed Directors.

Objects mean the objects of the Company in **clause 2.2**.

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

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

Participant means an active player, coach, manager, official, or administrator involved in the Sport.

Policy means a policy, rule, by-law (or similar) made under **clauses 7.2 and 21.1(a)**.

Registration means registration or affiliation of an Individual Member, Club or an Affiliated Member with a State Member, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance and, in the case of Individual Members, their consent to membership of the Company as required by **clause 5.3**. **Registered** has a corresponding meaning.

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

Sport means the competitive and organised playing of a Game as recognised and regulated by the Company and the ISF from time to time and includes the Sport for athletes with disabilities.

Sporting Body has the meaning as set out in the *National Sports Tribunal Act 2019* (Cth).

Sporting Power means that power delegated to the Company by the ISF for the exclusive control and management of the Sport in Australia and New Zealand.

Special Resolution has the same meaning as that given to it in the *Corporations Act*.

State means:

- (a) the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory; and
- (b) (for the purposes of administering the Sport in New Zealand) the Regions of New Zealand.

State Advisory Council means a Stakeholder Forum made up of State Members and Unincorporated Members operating under a State Advisory Council Charter from time to time.

State Member means the incorporated body recognised by the Company as representing the interest of the Sport in a State. The Company will recognise only one legal or unincorporated body in each State as the controlling body responsible for ensuring the efficient administration of Sport in the whole of that State as per **clause 5.4**.

Statutes and Regulations mean the statutes and regulations of the Company, incorporating statutes and regulations of the GAA in force from time to time and as appropriate.

Unincorporated Member means the unincorporated group of individuals recognised by the Company as representing the interest of the Sport at a regional level by the Company in such States or Territories where a State Member has not been recognised or does not operate as the controlling body responsible for ensuring the efficient administration of Sport in that region as per **clause 5.5**. An Unincorporated Member may incorporate and apply for membership of the Company as a State Member.

Virtual Meeting means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a

meeting of Directors or each Voting Member at a meeting of members to communicate with any other meeting participant.

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote in accordance with **clause 5.1**.

1.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person or by proxy or Representative;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) **(include)** the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

1.3 Corporations Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the *Corporations Act*, the same meaning as in that provision of the *Corporations Act*.
- (b) The provisions of the *Corporations Act* that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2. NAME AND OBJECTS

2.1 Name

The name of the Company is **Australasia Gaelic Games Ltd**.

The Company operates the Sport competitions and may trade as and be known as the controlling body for the Games in Australasia.

2.2 Objects

ISF is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of the Sports.

So that the above authority may be exercised in a fair and equitable manner as regards the Sport, ISF has drawn up the Statutes and Regulations governing the Sport.

The Company shall be presumed to acquiesce in and be bound by the Statutes and Regulations of the GAA. Subject to such acquiescence and restraint, one single national federation per country shall be recognised by the ISF as the sole sporting power for the enforcement and further development of the present Statutes and Regulations and control of Sport in its own country. The Company has been so recognised by the ISF and delegated with exercising the Sporting Power for Australia and New Zealand.

As such, the Company is the sole national sporting authority entitled to make and enforce regulations for the encouragement and control of the Sport in Australasia.

The Objects of the Company shall be to:

- (a) be the single controlling body and administrator of the Sports throughout Australia and New Zealand;
- (b) control, foster and promote the Sport and such other games as may be sanctioned and approved by the Australasian Convention and the GAA in Ireland;

- (c) foster, develop, extend and provide adequate funding for the Sport from the junior to elite levels;
- (d) promote the Sport for commercial, government and public recognition and benefits;
- (e) organise, conduct and foster competitions at all levels including State and national Australian and New Zealand representative Games;
- (f) make rules, regulations, and Policies in relation to the operation, running, and coordination of Games and related aspects of the Sport;
- (g) promote and maintain the amateur status of Participants involved in Games of the Sport;
- (h) promote, encourage, and protect the ethics, values, and integrity of the Sport, including (but not limited) to make Policies and to enforce measures and processes in relation to threats to the integrity of the Sport, including (but not limited to) anti-doping; improper use of medicines; corruption; competition manipulation; wagering and betting markets; member protection; child safeguarding; concussion; and the complaints, disputes, and discipline of Participants as regards the integrity of the Sport, promoting community Confidence in the Sport;
- (i) encourage the provision and development of appropriate facilities for participation in the Sport;
- (j) liaise with the ISF, State Members, Unincorporated Members, Affiliated Members and other Sport stakeholders in the fostering, development and control of the Sport throughout Australia and New Zealand;
- (k) promote, encourage, and actively support the Irish Language, traditional Irish dancing, music, song and any other aspects of Irish culture and assist in promoting a community spirit through its Members and the Sport community;
- (l) be non-party political. Party political questions shall not be discussed at Meetings and no Committee, Member, or representative thereof shall take part as such in any party political movement;
- (m) promote anti-sectarian and anti-racism behaviour and conduct, as well as inclusion and diversity, at all levels of involvement in the Sport;
- (n) use and promote the Intellectual Property;
- (o) have regard to the public interest in its operations;
- (p) ensure the maintenance and enhancement of the Company, the Members and the Sport, its standards, quality, and reputation for the benefit of the Members and the Sport; and

- (q) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

3. POWERS

Solely for furthering the Objects under clause 2, the Company, in addition to the Sporting Power and any other powers it has under the *Corporations Act*, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act*.

4. INCOME AND PROPERTY OF COMPANY

4.1 Sole Purpose and Payments to Members

The income and property of the Company shall be applied solely to further its Objects and no portion shall be distributed directly or indirectly to the Members of the Company except as genuine compensation for services rendered or expenses incurred on behalf of the Company, being limited to any of the following only:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let to the Company by them.

5. MEMBERSHIP

5.1 Categories of Members

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

- (a) **State Members**, which subject to this Constitution shall have the right to:
 - (i) receive notice of, attend, debate, and vote at General Meetings; and
 - (ii) appoint one (1) Representative to attend and represent it on the State Advisory Council under **clause 13**;

- (b) **Unincorporated Members** are groups who the Company may determine and recognise as per **clause 2**, who subject to this Constitution, shall have the right to receive notice of General Meetings and the right to send two (2) Delegates to attend:
 - (i) debate, and vote at General Meetings on behalf of the relevant Unincorporated Member; and
 - (ii) and represent it on the State Advisory Council under **clause 13**;
- (c) **Life Members**, who subject to this Constitution shall have the right to receive notice of and attend, but not to debate or vote, at General Meetings;
- (d) **Affiliate Members** are organisations who the Company shall recognise as per **clause 5.7**, which are not entitled to receive notice of, attend, debate, or vote at General Meetings;
- (e) **Individual Members** (excluding the Directors and staff of the Company) are individuals, who are recognised at the Company's discretion and who are not entitled to receive notice of, attend, debate, or vote at General Meetings; or
- (f) such other category of Member as may be created by the Directors. Any category of Member created by the Directors under this **clause 5.1(f)** may not be granted voting rights.
- (g) For clarity, the Voting Members are:
 - (i) State Members; and
 - (ii) Unincorporated Members (via their Delegate(s)).

5.2 Rights of Voting Members

- (a) A Voting Member is entitled to appoint as its Representative, Delegate, proxy, or attorney to attend and to speak and vote at general meetings one person (**Nominee of a Voting Member**) for each vote that the Voting Member has at general meetings of the Company.
- (b) At general meetings of the Company each Voting Member has the number of votes, exercisable by its Nominee, set out below:

Voting Member	Number of Votes
State Member	1
Unincorporated Members (via their Delegate)	2

- (c) The exercise of a Voting Member's vote by their Nominee is a matter for that Voting Member and their Nominee. Once made, votes may not be altered or changed in any way. Save for any power under this Constitution, the Company shall not investigate, intervene with, or be liable in any way for the exercise of a Voting member's vote by their Nominee.

5.3 Admission of Members

A body will become a Member, and the Directors will direct the Company Secretary to record their name, street address, Nominee contact details, email address and date on which they became a Member, in the register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

- (a) be bound by this Constitution, the Statutes and Regulations and the Policies (including Policies specific to the relevant category of Membership);
- (b) pay the fees and subscriptions determined to apply to the Member under **clause 9**;
- (c) meet all member accreditation requirements; and
- (d) support the Company in the encouragement and promotion of its Objects.

5.4 State Members

- (a) Subject to the operation and effect of **clause 5.5**, the Company will recognise only one entity or body in each State as the controlling body responsible for ensuring the efficient administration of Sport in the whole of that State in accordance with the Objects. State Members must be legal entities (such as a company regulated by the *Corporations Act* or an incorporated association regulated by state or territory laws) established as not-for-profit enterprises.
- (b) Unless otherwise determined by the Company and subject always to **clause 5.4**, at the time of adoption of this Constitution, the first State Members of the Company will be those entities which are currently recognised by the Company as the recognised controlling body for the Sport in their respective State.
- (c) Each State Member will:
 - (i) have objects that align with those of the Company as stated in **clause 2** and do all that is reasonably necessary to enable the Objects to be achieved, having regard to any legislation applicable to that State Member;
 - (ii) adopt, enforce and apply consistently, the Constitution and Policies of the Company and the Statutes and Regulations;

- (iii) at all times act for and on behalf of the interests of the Company, the Members and Sport;
 - (iv) be responsible and accountable to the Company for fulfilling its obligations under the Company's strategic plan as revised from time to time;
 - (v) provide the Company with copies of its audited accounts, annual report and associated documents immediately following its Annual General Meeting;
 - (vi) provide the Company with copies of its business plans and budgets from time to time and within 14 days of request by the Directors;
 - (vii) agree to be bound by this Constitution and the Policies and the Statutes and Regulations;
 - (viii) at all times operate with and promote mutual trust and confidence between the Company and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;
 - (ix) maintain a database of all clubs, officials and members and participants registered with it in accordance with the Policies and provide a copy to the Company upon request from time to time by the Directors in such means as may be required;
 - (x) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Sport and its maintenance and development; and
 - (xi) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties, assist the Company in investigating those issues and cooperate with the Company in addressing those issues in whatever manner, including by:
 - (A) allowing the Company to appoint an administrator to conduct and manage its business and affairs; or
 - (B) allowing the Company itself to conduct all or part of the business or affairs of the relevant State Member,and on such conditions as the Company considers appropriate.
- (d) State Members will have Constitutions that state;
- (i) Each State Member shall take all steps necessary to ensure its constituent documents conform, and amendments conform, with this Constitution and the Policies, subject to any prohibition or inconsistency in any legislation applicable to that State Member.

- (ii) The constituent documents and any proposed amendments to the constituent documents of each State Member shall be subject to the approval of the Company.
- (iii) It shall be the duty of the Company to approve, without delay, such constituent documents and proposed amendments to constituent documents as may be submitted by the State Member provided that the said constituent documents and proposed amendments conform to this Constitution or the Policies.
- (iv) If the constituent documents do not conform to this Constitution or the Policies, the relevant State Member shall, without delay, take all steps necessary to address the inconsistency so that those documents conform to this Constitution and the Policies.
- (v) For the avoidance of doubt, if any inconsistency remains between the constituent documents of a State Member and this Constitution or the Policies, this Constitution and the Policies shall prevail to the extent of that inconsistency.
- (vi) The constituent documents of a State Member must require the State Member to:
 - (A) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties the State Member is having;
 - (B) assist the Company in investigating those issues; and
 - (C) cooperate with the Company in addressing those issues in whatever manner, including by allowing the Company to appoint an administrator to conduct and manage the State Member's business and affairs, or to allow the Company itself to conduct all or part of the business or affairs of the State Member and on such conditions as the Company considers appropriate.
- (e) The Directors may develop and implement Policies which may set out the membership criteria that must be met by State Members and the privileges and benefits of State Member membership in addition to those set out in this Constitution.

5.5 Unincorporated Members

- (a) While at all times taking into consideration the operation and effect of **clause 5.4**, the Company may recognise a group of associated individuals at a regional level in such states, territories, or regions where a State Member has not been recognised or does not otherwise operate as the controlling body responsible for ensuring the efficient administration of the Sport in that region in accordance with the Objects, doing so under the name and related

necessary details of an appointed single individual nominated by the group (from time to time). Unincorporated Members are not formal legally incorporated persons or entities.

- (b) Unless otherwise determined by the Company and subject always to **clause 5.3**, at the time of adoption of this Constitution, the first Unincorporated Members of the Company will be those bodies which are currently recognised by the Company as the recognised controlling body for the Sport in their respective region.
- (c) Each Unincorporated Member will comply with **clause 5.4(c)** as far as may be relevant and reasonably required.
- (d) Unincorporated Members may incorporate and apply to the Company for membership as State Members, complying with all requirements under clause 5.4 in doing so.
- (e) For clarity, the constitutions of Unincorporated Members that become incorporated entities will comply with **clause 5.4(d)**.
- (f) At least seven (7) days before a General Meeting, each Unincorporated Member shall notify the Company Secretary in writing of the name and relevant details of the Unincorporated Member's Delegate to attend, debate, and vote at the General Meeting. This time may be shortened to a time that is as best as may be reasonably practical where Voting Members agree to shorter notice of any General Meeting.
- (g) The Directors may develop and implement Policies which may set out the membership criteria that must be met by Unincorporated Members and the privileges and benefits of Unincorporated Member membership in addition to those set out in this Constitution.
- (h) Where the Company recognises and accepts the membership of a State Member in a State within which the Unincorporated Member is based and operates, the Company may initiate a cessation of the Unincorporated Member's membership under **clause 6**, encouraging all parties to work together in good faith to ensure that the parties who were involved with a Unincorporated Member of the Company become involved with the new State Member, ensuring minimal impact to participants and continued promotion of the Sport and the Objects of the Company.

5.6 Life Members

- (a) Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to Sport in Australia.
- (b) Any Member may forward a proposed nomination to the Directors for its consideration.

- (c) On the nomination of the Directors, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to that individual completing an application in accordance with **clause 5.3**.
- (d) 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.
- (e) The Policies may set out:
 - (i) the categories of Life Membership which exist;
 - (ii) the criteria to be met by each category of Life Member; and
 - (iii) the privileges and benefits of each category of Life Member in addition to those set out in this Constitution.
- (f) A person may be posthumously recognised as a Life Member.
- (g) Subject to **clause 5.3**, at the time of adoption of this Constitution, the first Life Members of the Company shall be the persons listed in Schedule 1 to this Constitution.

5.7 Affiliate Members

- (a) Affiliate Members are encouraged to be structured as a legal entity, with a committee and bank account in the Affiliate Member's name.
- (b) In order to become an Affiliate Member, an entity must submit an application to the relevant State Member, accompanied by an up-to-date copy of that entity's constituent documents.
- (c) The Company may at its discretion refuse to accept an entity as an Affiliate Member and shall not be required or compelled to provide any reason for such rejection.
- (d) Affiliate Membership (as an Affiliate Member) may be granted by the Directors in respect of an application made under **clause 5.7(b)** on such terms and conditions as the Directors may see fit.
- (e) Affiliate Membership may be suspended or cancelled by the Directors provided that the Directors comply with the procedure set out in the relevant Policy.
- (f) The Policies will set out:
 - (i) the categories of Affiliate Membership that exist;
 - (ii) the criteria to be met by each category of Affiliate Member;

- (iii) the privileges and benefits of each category of Affiliate Member in addition to those set out in this Constitution; and
- (iv) the procedure for suspending or cancelling Affiliate Membership.
- (g) Subject to **clause 5.3**, at the time of adoption of this Constitution, the first Affiliate Members of the Company shall be those persons recorded in the minutes of the relevant meeting.

5.8 Individual Members

- (a) No individual shall be Registered with the Company as an Individual Member respectively except in accordance with this **clause 5.8**. The Company may at its 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 5.8(a)**, an individual Participant may apply to become an Individual Member of the Company (excluding for any purposes under the *Corporations Act*) via an application to register with the Company, a State Member, and/or Affiliate Member as a Participant of the Sport and is subject to the provisions of this Constitution.
- (c) In addition to the effect of membership set out in **clause 5.3**, an Individual Member must comply with this Constitution and the Policies and support the Company and the Objects.
- (d) An Individual Member is entitled to any benefits of membership prescribed to apply to Individual Members respectively in the Policies.

5.9 General

- (a) The Company must keep a register of all State Members in accordance with the *Corporations Act*.
- (b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) Membership is personal to each Member. No Member 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.
- (d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.
- (e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or the Sport, or both.
- (f) Effect of Membership: Members acknowledge and agree that:

- (i) in accordance with the *Corporations Act*, this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution, the Statutes and Regulations, and Policies;
- (ii) they shall comply with and observe this Constitution, the Statutes and Regulations, and Policies and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (iii) by submitting to this Constitution, Statutes and Regulations, and Policies, they are subject to the jurisdiction of the Company;
- (iv) the Constitution, Statutes and Regulations, and Policies are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport across Australia and New Zealand; and
- (v) they are entitled to all benefits, advantages, privileges and services of Company membership (as appropriate).

5.10 Limited Liability

Members have no liability in that capacity except as set out in **clause 26**.

6. CESSATION OF MEMBERSHIP

6.1 Cessation

A person, entity or body ceases to be a Member on:

- (a) Resignation, subject to **clause 6.2**;
- (b) death;
- (c) the termination of their membership according to this Constitution or the Policies;
- (d) a body corporate or legal entity being dissolved or otherwise ceasing to exist;
- (e) an unincorporated group disbanding, no longer holding regular meetings, or otherwise ceasing to operate in any coordinated and/or joint fashion; and
- (f) without limiting the foregoing:

- (i) in the case of Members who are not a State Member, that Member no longer meeting the requirements for membership according to **clause 5**; and
- (ii) in the case of Members who are State Members, that Member ceasing to be a Member in accordance with **clause 8**.

6.2 Resignation

- (a) Subject to **clause 6.2(b)**, for the purposes of **clause 6.1(a)**, a Member may resign as a member of the Company by giving 14 days written notice to the Directors.
- (b) A Member must not resign, and notice given under **clause 6.2(a)** is invalid, where the Member is at the time of notice being given, subject to disciplinary proceedings under **clause 7.2**, including proceedings under a Policy. For the purposes of this clause, "subject to disciplinary proceedings" includes where a complaint or allegations have been made against, but not yet conveyed to, a Member.
- (c) Where a Member State seeks to resign as a member of the Company the written notice must be accompanied by a copy of the special resolution passed by the State Member's members resolving that the State Member resign from the Company.

6.3 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise, or claim upon its property including the Intellectual Property.

7. GRIEVANCES AND DISCIPLINE OF MEMBERS

7.1 Jurisdiction

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution, with the Company reserving power to refer the matter to the NST at any time upon taking into account the availability of internal capacity and resources.

7.2 Policies

- (a) The Directors may make a Policy or Policies:
 - (i) for the hearing and determination of:

- (A) grievances by any Member who feels aggrieved by a decision or action of the Company, a State Member, or Affiliate Member; and
 - (B) disputes between Members relating to the conduct or administration of the Sport;
- (ii) for the discipline of Members;
- (iii) for the formation and administration of an appeals tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question;
- (iv) for the referral to and hearing of matters in and by the NST; and
- (v) for the termination of Members (except in respect of State Member).
- (b) The Directors may, in making or adopting a Policy under **clause 7.2(a)**, incorporate provisions within the Policy to exclusively govern its subject matter, to the exclusion of **clause 7.2(c)**.
- (c) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised Committee; or
 - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or Sport, or both; or
 - (iii) prejudiced the Company or Sport or brought the Company or Sport or themselves into disrepute,for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate, including to the NST.
- (d) Unless suspension is dealt with under a Policy, in which case the provisions regarding suspension in the applicable Policy apply, during investigatory or disciplinary proceedings under this **clause 7**, a respondent may not participate in Sport, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.
- (e) The Directors may include in any Policy or Policies a final right of appeal to an independent body outside the control of the Sport, such as the NST.

8. TERMINATION OF MEMBERSHIP OF STATE MEMBERS

8.1 Sanctions for Discipline of State Member

Without limiting matters that may be referred to in the Policies, or referred to the NST, any State Member that is determined by the Directors to have acted in a manner set out in **clause 7.2(c)** shall be liable for the sanctions set out in that Policy, including termination of Membership (which shall only take place in accordance with the procedure set out in this **clause 8**).

8.2 Termination of Membership of State Members

- (a) No recommendation can be made by the Directors under this **clause 8** unless all avenues of appeal available to the relevant State Member under the Policies have been exhausted.
- (b) Subject to compliance with **clause 8.2(a)** (and the Policies), the Directors may recommend to a General Meeting to terminate the membership of a State Member.
- (c) Upon recommendation from the Directors under **clause 8.2(b)**, a General Meeting may, by Special Resolution, terminate the membership of a State Member.
- (d) Where the membership of a State Member is terminated in accordance with this **clause 8.2**, the Directors may admit another entity or body, which meets the requirements in **clause 5.4(a)**, as the member to represent the relevant State.

9. FEES AND SUBSCRIPTIONS

9.1 Membership Fee

- (a) The Directors must determine from time to time:
 - (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount of the annual subscription fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Company the amounts determined under this **clause 9** in accordance with **clause 9.1(a)(iv)**.

9.2 Non-Payment of Fees

Subject to **clause 5.3(b)**, the right of a Member to attend and vote at a General Meeting is suspended while the payment of any fee or other amount determined under **clause 9** is in arrears greater than 90 days.

9.3 Deferral, Reduction, or Refund of Subscriptions

- (a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:
 - (i) there are reasonable grounds for doing so;
 - (ii) the Company will not be materially disadvantaged as a result; and
 - (iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 9.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.
- (c) The Directors may refund (including partially) the subscription payment or other amount of a Member where Membership has been terminated if the Directors are satisfied that the termination was commenced for reasons not including the direct fault or negligence of the Member.

10. GENERAL MEETINGS

10.1 Annual General Meeting

AGMs of the Company are to be held:

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

10.2 Power to Convene General Meeting

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the *Corporations Act*.
- (b) The Voting Members may convene a General Meeting in accordance with the *Corporations Act*.

10.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and
 - (ii) in accordance with **clause 24** and the *Corporations Act*.
- (b) At least 45 days prior to the proposed date of the AGM, the CEO (or some other officer as delegated by the Board) 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 *Corporations Act*;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
 - (iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the *Corporations Act*; and
 - (iv) where applicable, a list of all nominations received for positions to be appointed (if any) 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.

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) Members according to the *Corporations Act*;
- (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 the *Corporations Act*.

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

10.8 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 11.8** or the *Corporations Act*.

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 Representative, Proxy or Attorney at Postponed General Meeting

Where:

- (a) by the terms of an instrument appointing a Representative, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in

writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

10.11 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.

10.12 Right to Appoint Representative

- (a) In accordance with the *Corporations Act*, each State Member is entitled to appoint two (2) individuals as their Representative to attend General Meetings, provided that the State Member has not appointed a proxy under **clause 10.14**, and to exercise the powers of the State Member in relation to resolutions to be passed without meetings.
- (b) A State Member may appoint two (2) Representatives to attend a General Meeting and each single Representative may exercise one (1) of the State Member's votes at any one (1) time.
- (c) In addition to each State Member's appointed Representatives, each State Member shall be entitled to appoint one (1) further representative to attend meetings on their behalf but not to engage in discussions amongst Members, debate any matter, or to vote.

10.13 Right to Appoint Delegate

- (a) Each Unincorporated Member is entitled to appoint two (2) individuals as their Delegates to attend General Meetings, provided that the Unincorporated Member has not appointed a proxy under **clause 10.14**, and to exercise the powers of the Unincorporated Member in relation to resolutions to be passed without meetings.
- (b) An Unincorporated Member may appoint two (2) Delegates who may each exercise one (1) of the Unincorporated Member's votes at any one (1) time. The name and relevant details of such Delegate shall be notified to the Company Secretary within the time requirements set out in **clause 5.5**.
- (c) In addition to each Unincorporated Member's appointed Delegate, each Unincorporated Member shall be entitled to appoint one further person to attend meetings on their behalf but not to engage in discussions amongst Members, debate any matter, or to vote.

10.14 Right to Appoint Proxy

- (a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the *Corporations Act*.

- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

10.15 Form of Proxy

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

10.16 Attorney of Member

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

10.17 Lodgement of Proxy or Attorney Documents

- (a) A proxy or Attorney may vote at a General Meeting or an adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by the Company:
 - (i) at the office or electronic address specified for that purpose in the notice of meeting; and
 - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

10.18 Authority Given by Appointment

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy, Delegate, attorney or Representative:
 - (i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
 - (ii) to speak to any proposed resolution; and
 - (iii) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy, attorney or Representative on how to vote on those resolutions, the appointment is taken to confer authority:

- (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (ii) to vote on any procedural motion; and
 - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
 - (i) at the postponed or adjourned meeting; or
 - (ii) at the new venue.
- (d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the Chairperson to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.
- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

11. PROCEEDINGS AT GENERAL MEETING

11.1 Number for a Quorum

The number of State Members (to be represented by at least one Representative) and Unincorporated Members (to be represented by a Delegate) (combined) who must be present and eligible to vote for a quorum to exist at a General Meeting is the number required to represent more than 40% of the total number of votes able to be cast by all the Voting Members at that time.

11.2 Requirement for a Quorum

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

11.3 Quorum and Time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

11.4 Adjourned Meeting

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

11.5 Chairperson to Preside over General Meetings

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

11.6 Conduct of General Meetings

- (a) The chair:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
 - (iii) may, having regard where necessary to the *Corporations Act*, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chair under this **clause 11.6** is final.

11.7 Adjournment of General Meeting

- (a) The chair may, with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

11.8 Notice of Adjourned Meeting

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

11.9 Questions Decided by Majority

Subject to the requirements of the *Corporations Act* and except in the case of a Special Resolution, a resolution 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.

11.11 Declaration of Results

- (a) Excluding resolutions under **clauses 12.2 and 14.8**, 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 Company, 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* or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

11.13 Objection to Voting Qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
 - (i) may not be raised except at that meeting; and
 - (ii) must be referred to the chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

11.14 Chair to Determine any Poll Dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made is final.

11.15 Electronic Voting

Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

12. VOTES OF MEMBERS

12.1 Votes of Members

- (a) At a General Meeting, on a show of hands (or by way of other clearly identifiable method) and on a poll, each of the Voting Members shall have the votes set out in this **clause 12.1**.
- (b) Each Voting Member will receive the number of votes assigned to it by operation of **clause 5.2**. Such Voting Member may assign their available

votes in any way they wish to do so; i.e. vesting votes together (either all for or all against a resolution), split (apportioned for and apportioned against a resolution), or by abstaining (apportioned for or against a resolution and a portion abstained, or all abstained).

- (c) No Member other than Voting Members shall be entitled to vote at General Meetings.
- (d) Once cast, votes cannot be changed, altered, or rescinded in any way or at any time.

12.2 Resolutions not in General Meeting

- (a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Member entitled to vote.
- (b) For the purposes of **clause 12.2(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- (c) Email or other form of visible or other electronic communication under the name of a Member (or its authorised representative) is deemed to be a document in writing signed by that Member for the purpose of this clause.

13. STAKEHOLDER FORUM

13.1 Power to convene Stakeholder Forums

The Directors shall convene a Stakeholder Forum at least twice per calendar year to proactively engage and collaborate with State Members and Unincorporated Members on a State Advisory Council. Other Stakeholder Forums, such as a State Convention, Australasian Convention, or similar, may be convened from time to time.

13.2 Notice of Stakeholder Forums

- (a) The Directors may determine the notice, if any, provided to Members (or categories of Members) for a proposed Stakeholder Forum, including the period and method of notice.
- (b) Except for State Advisory Council meetings, the notice may include the purpose and intent of a particular Stakeholder Forum, including any proposed items for discussion, in addition to the purposes outlined in **clause 13.1**.

13.3 Conduct of a Stakeholder Forum

Except in the case of a State Advisory Council meeting:

- (a) the format of proceedings at a Stakeholder Forum shall be at the discretion of the Directors;
- (b) the Directors shall determine who shall chair the Stakeholder Forum, including who shall lead or facilitate particular discussion items;
- (c) there is no quorum requirement for a Stakeholder Forum;
- (d) items for discussion which were not included in the notice issued under **clause 13.2** (if any) may, with the permission of the chair, be raised for discussion; and

for all Stakeholder Forums, including a State Advisory Council meeting:

- (e) Directors are not bound by any resolution passed at the Stakeholder Forum.

13.4 State Advisory Council Meetings

- (a) The conduct of a State Advisory Council meeting shall otherwise proceed in accordance with the State Advisory Charter adopted by the Directors as a Policy under this Constitution from time to time.

14. DIRECTORS

14.1 Number of Directors

- (a) There must be not less than four (4) Directors and not more than nine (9) Directors. These numbers shall be made up of:
 - (i) Four (4) appointed executive Director positions:
 - (A) A Chair to be appointed as required, becoming an Executive Director;
 - (B) Company Secretary;
 - (C) Treasurer; and
 - (D) PRO
- (together, the **Executive Directors**); and

- (ii) Up to five (5) other Directors who may be appointed from time to time following the process in accordance with the Nominations Committee Charter (together, the **Appointed Directors**) pursuant to **clause 14.3**.

14.2 Eligibility

- (a) For the period from the date of this Constitution a person who:
 - (i) has not been recommended to the Nominations Committee by the relevant State Advisory Council meeting;
 - (ii) does not hold, or has not yet submitted a valid and complete application for, a Director Identification Number (issued by the Australian Federal Government);
 - (iii) is an employee of the Company, a State Member, an Unincorporated Member, or a body holding Affiliate Membership;
 - (iv) was a Director of the Company and **clause 14.5** applies; or
 - (v) was CEO of the Company at any time within the period beginning three (3) years prior to the date of his/her proposed appointment or election as a director,(each a disqualifying position) may not hold office as a Director.
- (b) A Director who accepts a disqualifying position must notify the other Directors of that fact immediately and is deemed to have vacated office as a Director.
- (c) A person appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within 30 days.
- (d) No person shall be eligible to be appointed in a Director position if, during the proposed term of office, they would be in breach of **clause 14.5**.
- (e) The Directors or the Nominations Committee may determine position or role descriptions or necessary qualifications for Director positions. The purpose, function and responsibilities of the Nominations Committee may be set out in a Nominations Committee Charter.
- (f) The Directors and Nominations Committee must ensure no one gender constitutes more than 50% of the total number of Directors at all times. For clarity, where there is an uneven number of individuals on a Board or Committee, women and/or gender diverse people must account for a minimum of one fewer than half the total number of individuals (rounded up).

14.3 Nominations Committee

- (a) A Nominations Committee may be formed, the role of which shall include the task of reviewing candidates recommended by a State Advisory Council

meeting to fill Director vacancies (including casual vacancies) and assess all nominees for Director vacancies. A Nominations Committee has the power to determine that a nomination is unsuitable for further consideration by the Company, the Directors or the Members (as applicable) but only if this decision is unanimous.

- (b) A Nominations Committee shall comprise three (3) persons, all appointed by the Directors including an independent chair, a Member representative and a Director or Director representative. The complete and specific duties, functions and rules of the Nominations Committee may be defined in the Nominations Committee terms of reference.
- (c) A Nominations Committee must utilise a skills matrix as part of its assessment of nominees for Director vacancies.
- (d) When assessing nominees for Director vacancies, the Nominations Committee must comply with **clause 14.2(f)**.

14.4 Term of Office of Directors Generally

- (a) Executive Directors shall hold office for a term of three (3) years subject to clauses **14.2** and **15.5**
- (b) Appointed Directors shall hold office for a term of three (3) years, subject to renewal by the Executive Committee and clauses 14.2 and 15.5.

14.5 Maximum Consecutive Years in Office for Directors

- (a) From the date of the adoption of this Constitution, a Director must not serve more than nine (9) consecutive years as a Director..
- (b) For the purpose of **clause 14.5**, where service:
 - (i) by a person as a Director under this Constitution is for a period less than three (3) years:
 - (A) if the service is less than one (1) year, it will be treated as one (1) full year;
 - (B) if the service is between one (1) year and two (2) years, it will be treated as two (2) full years;
 - (C) if the service is between two (2) years and three (3) years, it will be treated as three (3) full years; and
 - (ii) by a person as a Director takes place immediately before the adoption of this Constitution, the number of consecutive years of service by that person before the adoption of this Constitution will be treated as service towards **clause 14.5(a)**, rounded up to the nearest full year.

- (c) An Director who has served the maximum number of years in accordance with **clause 14.5(a)** shall not be eligible to be a Director for three (3) years following the completion of their maximum term.

14.6 Casual Vacancy

Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy in the rank of the Appointed Directors on terms until such time that the Nominations Committee may assess nominees for the vacancy.

14.7 Remuneration of Directors

Subject to **clause 14.8**, a Director must not be paid for services as a Director but, with the approval of the Directors and subject to the *Corporations Act*, may be:

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

14.8 Honorarium

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

14.9 Removal of Director

- (a) A Director may be removed by the Members in accordance with the *Corporations Act*.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 14.9(a)** cannot be re-appointed as a Director within three (3) years of their removal.

14.10 Vacation of Office

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

- (a) dies;
- (b) is removed in accordance with **clauses 14.4(a) or 14.9**;

- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) resigns from office by notice in writing to the Company;
- (e) accepts appointment to, or becomes the holder of, a disqualifying position as set out in **clause 14.2** and does not resign from that position within 30 days;
- (f) is not present at three (3) consecutive Directors' meetings without leave of absence from the Directors; or
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the *Corporations Act*.

14.11 Alternate Director

A Director cannot appoint an alternate.

15. POWERS AND DUTIES OF DIRECTORS

15.1 Directors to Manage the Company

- (a) The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by the *Corporations Act* or by this Constitution, to be exercised by the Company in General Meeting.
- (b) With a duty to act in the best interests of the Company, in the furtherance of the Objects, the Directors must (amongst other duties and requirements as set out in the *Corporations Act*, the common law, and any Company Policies) work towards ensuring that:
 - (i) the Company culture and behaviours are underpinned by values which are demonstrated by the Board and embedded in its decisions and actions;
 - (ii) they oversee the development of the Company's vision and strategy as well as determine what success looks like;
 - (iii) the Board is a diverse group of people who collectively provide different perspectives and experience to facilitate more considered decision-making;
 - (iv) the Company clearly defines and document its structure and the duties, responsibilities and powers of members, directors, committees and management;

- (v) through effective processes and continual review of its performance, the Board is able to demonstrate accountability and transparency to its members and stakeholders;
- (vi) to proactively protect the Company from harm, the Board ensures the organisation has and maintains robust and systematic processes for managing risk;
- (vii) the Company has measures and protocols to ensure integrity of the sport and safeguard its participants; and
- (viii) the Board has an appropriate system of internal controls to enable it to monitor performance, track progress against strategy and address issues of concern.

15.2 Specific Powers of Directors

Without limiting **clause 15.1**, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

15.3 Time, Etc

Subject to the *Corporations Act*, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

15.4 Appointment of Attorney

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

15.5 Provisions in Power of Attorney

A power of attorney granted under **clause 15.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

15.6 Delegation of Powers

- (a) Save for duties set out under legislation, the common law, and **clause 15.1(b)**, and without limiting **clause 18.4**, the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO and/or any officer and/or employee of the Company or any other person as they think fit.

- (b) Any delegation by the Directors of their powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
 - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

15.7 Code of Conduct and Board Charter

The Directors must:

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

15.8 Strategic Plan

The Directors must develop and adopt a strategic plan as revised from time to time.

16. PROCEEDINGS OF DIRECTORS

16.1 Directors Meetings

- (a) Subject to **clause 16.1(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 four (4) times in each calendar year.

16.2 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 (Executive and Appointed) present has one vote on a matter arising for decision by Directors.

16.3 Chair's Casting Vote

The chair of the meeting will have a casting vote if necessary, in addition to a vote they have in their capacity as a Director.

16.4 Quorum

Three (3) Directors present in person (including via telecommunications methods) constitutes a quorum.

16.5 Effect of Vacancy

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

16.6 Convening Meetings

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

16.7 Election of Chairperson

- (a) The Directors must at the first Directors' meeting at the expiry of each of the Chair's three (3) year term as Chair, elect one of their number to be the Chairperson by a majority vote.
- (b) Subject to **clause 14.5(c)**, the Director elected to be Chairperson under **clause 16.7(a)** will, subject to remaining a Director, remain Chairperson for three (3) years from the date of their election until the first Directors' meeting after the expiry of that three (3) year term, and shall chair any meeting of Directors.
- (c) Despite **clause 16.7(b)**, if:
 - (i) there is no person elected as Chairperson; or
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chairperson is unwilling to act,the Directors present may elect one of their number to be chair of the meeting.
- (d) A Director elected as Chairperson may be re-elected as Chairperson in following years, subject to term limits.

16.8 Circulating Resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 16.8(a)** and is taken to be signed when received by the Company in legible form.
- (c) The resolution is passed when the last Director signs.

16.9 Validity of Acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect

in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

16.10 Directors' Interests

- (a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the *Corporations Act*, as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Directors must complete an annual statement of interest which must be updated from time to time to satisfy the requirements in **clause 16.10(a)**.
- (c) Where a Director declares a material personal interest or in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (d) 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.
- (e) The Company Secretary (or some other officer as delegated by the Board) shall maintain a register of declared interests.

16.11 Minutes

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

17. VIRTUAL MEETINGS OF THE COMPANY

17.1 Virtual Meeting

- (a) A General Meeting or a Directors' Meeting may be held by means of a Virtual Meeting, provided that:
 - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and
 - (ii) the meeting is convened and held in accordance with the *Corporations Act*.
- (b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with the provisions of this **clause 17**.

17.2 Conduct of Virtual Meeting

The following provisions apply to a Virtual Meeting of the Company:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a Virtual 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 Virtual Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Virtual 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.

18. CHIEF EXECUTIVE OFFICER

18.1 Appointment of CEO

The Directors may appoint a CEO, or direct that the Company Secretary fulfil the role, if a CEO cannot be sourced or resourced. The Directors may review the CEO's performance in accordance with a CEO performance review process adopted by the Board.

18.2 Powers, Duties and Authorities of CEO

- (a) Where appointed, the CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them 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.

18.3 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.

18.4 Delegation by Directors to CEO

The Directors may delegate to the CEO or the Executive Chairman 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 Company. 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) with the Treasurer (where appointed) manage the financial and other reporting mechanisms of the Company;
- (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 Company; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

18.5 CEO to Attend Meetings

The CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote (unless also a Director).

19. COMPANY SECRETARY

19.1 Appointment of Company Secretary

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

19.2 Suspension and Removal of Company Secretary

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

19.3 Powers, Duties and Authorities of Company Secretary

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties, and authorities, delegated to them by the Directors.

20. COMMITTEES

20.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation. Such Committees may include the Australasian Convention and other committees, such as fundraising committees.

20.2 Powers Delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

20.3 Committee Meetings

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

20.4 FAR Committee

- (a) A FAR Committee must be established by the Directors, which may be the Australasian Convention.
- (b) The composition, duties and functions of the FAR Committee shall be defined in the FAR Committee terms of reference.
- (c) The committee should include at least one external and independent member who is a Certified Practising Accountant (CPA) or Chartered Accountant (CA), and who is not a member of the Board.

21. POLICIES

21.1 Making and Amending Policies

- (a) In addition to Policies made under **clause 7.2**, the Directors may from time to time make Policies:
 - (i) that are required to be made under this Constitution; and
 - (ii) that, in their opinion, are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those policies.
- (b) The Policies referred to in **clauses 7.2** and **21.1(a)** take effect seven (7) days after the service of the Policy on the Member and shall be of force and effect on that date.

21.2 Effect of Policies

A Policy:

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

22. INSPECTION OF RECORDS

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

23. ACCOUNTS

23.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the *Corporations Act*.

23.2 Auditor

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*.

24. SERVICE OF DOCUMENTS

24.1 Document Includes Notice

In this **clause 24**, document includes a notice.

24.2 Methods of Service on a Member

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to an email address nominated by the Member.

24.3 Methods of Service on the Company

A Member may give a document to the Company:

- (a) by delivering it to the Registered Office;
- (b) by sending it by post to the Registered Office; or
- (c) by sending it to an email address nominated by the Company.

24.4 Post

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fourth business day after the date of its posting.

24.5 Electronic Transmission

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

- (a) be affected by properly addressing and transmitting the email transmission; and
- (b) have been delivered immediately following its transmission, except in the case where the sender is notified by electronic means that delivery cannot be affected as intended (as in the case of an incorrect or old email address). In the case of an undelivered transmission under this sub-clause, the onus is on the sender to make proper enquiries as to the best way to remedy the error and effect proper and prompt delivery.

25. INDEMNITY

25.1 Indemnity of Officers

- (a) This **clause 25** applies to every person who is or has been:
 - (i) a Director, CEO or Company Secretary of the Company; and
 - (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an 'Indemnified Officer' for the purposes of the rest of **clause 25**.

- (b) The Company will indemnify each Indemnified Officer out of the property of the Company against:
 - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

- (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or

- (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

25.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

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

25.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 25.1** on the terms the Directors think fit (as long as they are consistent with **clause 25**).

26. WINDING UP

26.1 Contributions of Members on Winding Up

- (a) Each Voting Member must contribute to the Company's property if the Company is wound up while they are a Member or within one (1) year after their membership ceases.
- (b) The contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves,and the amount is not to exceed AU\$1.00.
- (c) No other Member must contribute to the Company's property if the Company is wound up.

26.2 Excess Property on Winding Up

- (a) If the organisation is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following

assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:

- (i) gifts of money or property for the principal purpose of the organisation;
 - (ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and
 - (iii) money received by the organisation because of such gifts and contributions.
- (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.

SCHEDULE 1

Life Members (at date of adoption of Constitution)