NEW SOUTH WALES ICE HOCKEY ASSOCIATION INCORPORATED

CONSTITUTION

ICE HOCKEY NSW

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ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

CONSTITUTION

OF

NEW SOUTH WALES ICE HOCKEY ASSOCIATION INCORPORATED

1. NAME OF ASSOCIATION

The name of the Association is New South Wales Ice Hockey Association Incorporated (Association).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

Act means the Associations Incorporation Act 2009 (NSW).

Affiliated Clubs List means a list kept and maintained in accordance with clause 7.

Annual General Meeting (AGM) means the annual general meeting of the Association held in accordance with clause 24.

Association means New South Wales Ice Hockey Association Incorporated.

Board means the body consisting of the Directors.

Club means a Sport club which is affiliated with the Association.

Constitution means this Constitution of the Association.

Delegate means the person(s) appointed from time to time to act for and on behalf of a Club and to represent the Club at General Meetings.

Director means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Executive Director.

Director Tenure Register means a register of Directors kept and maintained in accordance with clause 19.

Executive Director means the Executive Director of the Association (if any or by some other title) for the time being appointed under this Constitution. Where the Association does not have an Executive Director, the Association secretary or Public Officer will, subject to confirmation by the Board, assume the functions of the Executive Director under this Constitution.

Financial year (unless otherwise determined by the Board) means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

General Meeting means the AGM or any SGM of the Association.

IF means the International Federation for the Sport being International Ice Hockey Federation.

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

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

Individual Member means a registered, financial member admitted to the Association under clause 6.2.

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

Junior Member means a registered, financial member of the Association who is younger than 18 years of age and is admitted to the Association under clause 5.3 (unless the Member turns 18 prior to expiry of their Junior Membership in any given year, in which case, they will remain a Junior Member until their membership expires, following which, they can apply to become an Individual Member).

Life Member means an individual appointed as a Life Member of the Association under clause 5.2.

Member means a member for the time being of the Association under clause 5.

National Integrity Framework means the integrity framework adopted and implemented by Ice Hockey Australia, comprising the policies, rules, procedures and codes (as amended from time to time) that are designed to protect the integrity of ice hockey, including but not limited to matters relating to safeguarding, member protection, competition manipulation, anti-doping, complaints handling, disciplinary processes, and the investigation and resolution of alleged breaches.

NSO means National Sporting Organisation for the Sport being Ice Hockey Australia Limited.

Objects means the objects of the Association in clause 3.

Public Officer means the person appointed to be the public officer of the Association in accordance with the Act.

Register means a register of Members kept and maintained in accordance with clause 8.

Registration means registration of an Individual 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 and Junior Members, their consent to membership of the Association as required by clause 8. Registered has a corresponding meaning.

Regulations mean any Regulations made by the Board under clause 40.

Seal means the common seal of the Association (if any).

Special Resolution means a special resolution defined in the Act.

Special General Meeting (SGM) means a special general meeting of the Association held under clause 25.

Sport means the sport of Ice Hockey.

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 present in person means present physically or by electronic means; and
(i) 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 ASSOCIATION

The Association is established solely for the Objects. The Objects of the Association are to:

(a) participate as a member of the NSO and conduct, encourage, promote, advance and administer the Sport throughout New South Wales;

(b) ensure the maintenance and enhancement of the Association, NSO, the Members and the Sport, its standards, quality and reputation for the benefit of the Members and the Sport;
(c) at all times promote mutual trust and confidence between the Association, NSO and the Members in pursuit of these Objects;
(d) at all times act on behalf of, and in the interest of, the Members and the Sport in New South Wales;
(e) support the sustainable development, success and growth of the Sport, including its economic and community impact in New South Wales;
(f) affiliate and otherwise liaise with NSO and adopt its National Integrity Framework, rule and policy framework to further these Objects and the Sport where it is in the best interest of the Sport in New South Wales;
(g) use and protect the Intellectual Property;
(h) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
(i) strive for Government, commercial and public recognition of the Association as the controlling body for the Sport in New South Wales;
(j) abide by, promulgate, enforce and secure uniformity in the application of, the rules of the Sport and the National Integrity Framework as may be determined from time to time by NSO or IF and as may be necessary for the management and control of the Sport and related activities in New South Wales;
(k) further develop the Sport into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
(l) review and/or determine any matters relating to the Sport, including matters arising under the National Integrity Framework, which may arise, or be referred to it, by any Club or Member;
(m) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of the Sport in New South Wales consistent with the National Integrity Framework;
(n) represent the interests of its Members and of the Sport generally in any appropriate forum in New South Wales consistent with the National Integrity Framework;
(o) have regard to the public interest in its operations;
(p) promote the health and safety of Members and all other participants in the Sport in New South Wales consistent with the National Integrity Framework;
(q) seek and obtain improved facilities for the enjoyment of the Sport in New South Wales; and
(r) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects and which are consistent with the National Integrity Framework.

4. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 19 of the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act 2001 (Cth).

5. MEMBERS ®

5.1 Categories of Members

The Members of the Association shall consist of:

(a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall need a current membership to have voting rights;
(b) Individual Members who shall have the right to receive notice of General Meetings and to be present, debate and vote at General Meetings;
(c) Junior Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and debate but shall have no rights to vote at General Meetings;
(d) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board can not be granted voting rights without the approval of the Association in General Meeting.

5.2 Life Members

(a) The Board may appoint as a Life Member any natural person who has rendered distinguished service to the Association or the Sport in New South Wales, where such service is deemed to have assisted the advancement of the Sport in New South Wales
(b) A person must accept or reject the Board's appointment as a Life Member 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.
(c) The Board may revoke the Life Member status of any Life Member.

5.3 Individual and Junior Members

(a) No individual shall be Registered with the Association as an Individual Member or Junior Member except in accordance with this clause 5.3. The Association may at its discretion refuse to accept a person as an Individual Member or Junior Member and shall not be required or compelled to provide any reason for such rejection.
(b) Subject to clause 5.3(a), an individual may apply to become an Individual Member or Junior Member of the Association and is subject to the provisions of this Constitution.
(c) In addition to the effect of membership set out in clause 5.1, an Individual Member and Junior Member must comply with this Constitution, the Policies, and the National Integrity Framework, and support the Association and the Objects.
(d) An Individual Member or Junior Member is entitled to any benefits of membership prescribed to apply to Individual Members or Junior Members respectively in the Policies.

6. MEMBERSHIP APPLICATION ®

6.1 Application for Membership

(a) Subject to this Constitution, to be eligible for membership as a Member the applicant must be a natural person and meet any other criteria set by the Board from time to time.
(b) Subject to this Constitution or any procedures set by the Board from time to time, an application for membership as a Member (except a Life Member) must be:

(i) from the applicant (or their nominated representative), in writing on the form prescribed from time to time by the Board (if any), and lodged with the Association; and

(ii) accompanied by the appropriate fee (if any).

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

(d) By applying, an applicant acknowledges to support the Association in the encouragement and promotion of its Objects.

6.2 Admission of Members

(a) A person will become a Member, and the Directors will direct the Secretary to record their name, street address, email address and date on which they became a Member, in the Register, 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.

6.3 Discretion to Accept or Reject Application

(a) The Board may, acting in the best interests of the Association and in good faith, accept or reject an application regardless of whether the applicant:

(i) is a new applicant making an application under clause 6.1 or an expiring Member re-applying under clause 6.4; and

(ii) has complied with the requirements in clause 6.1 or not.

(b) The Board shall not be required or compelled to provide any reason for such acceptance or rejection.

(c) Where the Board accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The Register shall be amended accordingly as soon as practicable.

(d) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association.

(e) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

6.4 Renewal

(a) Members (other than Life Members) must reapply for membership annually in accordance with the timeframes and procedures set down by the Association from time to time. Members acknowledge and agree that membership renewal is not automatic.

(b) The Board may accept or reject a re-application for membership in accordance with clause 6.3.

(c) Upon reapplication a Member must provide details of any change in their personal details, and any other information reasonably required by the Board.

6.5 Deemed Membership

(a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Association shall be deemed Members from the time of approval of this Constitution under the Act.

(b) Any persons, 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. AFFILIATION ®

7.1 Clubs

(a) To be, or remain, eligible for affiliation, a Club must be incorporated or in the process of incorporation. This process must be complete within one year of applying for affiliation under this Constitution.
(b) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Club shall be resolved by the Board in its sole discretion.
(c) Failure to incorporate within the period stated in clause 7.1(a) shall result in the expulsion of the Delegate (acting on behalf of the unincorporated entity). The expelled unincorporated entity shall not be entitled to re-apply for affiliation until it becomes incorporated.

7.2 Application for Affiliation

An application for affiliation must be:

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

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

7.3 Discretion to Accept or Reject Application

(a) The Board may acting in the best interests of the Club and in good faith, accept or reject an application whether the applicant has complied with the requirements in clause 7.1 and clause 7.2 or not. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.
(b) Where the Board accepts an application, the applicant shall, become an Affiliated Club of the Association. Affiliation shall be deemed to commence upon acceptance of the application by the Board. The Executive Director shall amend the Affiliated Clubs List accordingly as soon as practicable.
(c) Where the Board rejects an application it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association. No reasons for rejection need be given.
(d) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

7.4 Re-Affiliation

(a) Clubs must re-affiliate annually with the Association in accordance with the procedures set down by the Association in Regulations from time to time. Clubs acknowledge and agree that affiliation renewal is not automatic. Clause 7.2 applies to applications for re-affiliation.

(b) Upon re-affiliation a Club must lodge with the Association an updated copy of its constitution (including all amendments) and must provide details of any change in its Delegate and any other information reasonably required by the Association. Each Club must ensure that its constitution is amended to conform to any amendments made to this Constitution.

7.5 Discontinuance for failure to re-affiliate

(a) Affiliation of the Association may be discontinued by the Board if a Club has not re-affiliated with the Association within one (1) month of re-affiliation falling due. The Affiliated Clubs List shall be amended to reflect any discontinuance of affiliation under this clause as soon as practicable.

7.6 Deemed Affiliation

(a) All Clubs which or who are, prior to the approval of this Constitution under the Act, affiliated Clubs of the Association, shall be deemed Affiliated Clubs of the Association from the time of approval of this Constitution under the Act.
(b) Clubs shall provide the Association with such details as are reasonably required by the Association under this Constitution within one (1) month of the approval of this Constitution under the Act.
(c) Any Clubs prior to approval of this Constitution under the Act, who are not deemed Clubs under clause 7.6(a) shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

7.7 Disaffiliation

(a) A Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must be provided to the Association.
(b) If a Club ceases to be affiliated to the Association under this Constitution, the Association membership of all Members affiliated or registered with or through the Club shall not automatically cease at that time but shall be dealt with in accordance with the Regulations.

8. REGISTER OF MEMBERS ®

8.1 Association to keep Register

The Association shall keep and maintain a Register in which shall be entered (as a minimum):

(a) the full name, address, category of membership and date of entry to membership of each Member; and
(b) the full name, residential address and date of entry to membership of each Life Member; and
(c) where applicable, the date of termination of membership of any Member or Life Member.

Members and Life Members shall provide notice of any change and required details to the Association within one (1) month of such change.

8.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, inspection of the Register will only be available as required by the Act and under clause 33(b). If permitted, only an extract of the Register, excluding the address or other direct contact details of any Life Member or Director, shall be available for inspection (but not copying) by Members, upon reasonable request.

8.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used solely to further the Objects, in such manner as the Board considers appropriate.

9. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

(a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the Regulations, National Integrity Framework, and the NSO constitution and regulations;

(b) they shall comply with and observe this Constitution, the Regulations, and the National Integrity Framework and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;

(c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Association and NSO;

(d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport; and

  (i) neither membership of the Association nor this Constitution gives rise to:

  (ii) any proprietary right of Members in, to or over the Association or its property or assets;

  (iii) any automatic right of a Member to renewal of their membership of the Association;

  (iv) subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;

(e) they are entitled to all benefits, advantages, privileges and services of Association membership; and

(f) a right, privilege or obligation of a person by reason of their membership of the Club:

  (i) is not capable of being transferred or transmitted to another person; and

  (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

10. DISCONTINUANCE OF MEMBERSHIP OR AFFILIATION

10.1 Notice of Resignation

(a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one (1) months notice in writing to the Association of such resignation or withdrawal.

(b) A Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Club. A copy of the

relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must be provided to the Association.

(c) If a Club ceases to be an Affiliated Club under this Constitution, the Association membership of all Members registered with or through the Club shall not automatically cease at that time, but shall be dealt with in accordance with the Regulations.

(d) When the Association receives notice of resignation of membership or affiliation given under clause 10.1(a) or clause 10.1(b), it must make an entry in the Register or Affiliated Clubs List that records the date on which the Member or Affiliated Club who or which gave notice ceased to be a Member or Affiliated Club.

10.2 Discontinuance for breach

Notwithstanding anything in the Act or this Constitution:

(a) membership and affiliation of the Association may be discontinued by the Board upon breach of any clause of this Constitution, Regulations, or the National Integrity Framework, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee;

(b) membership and affiliation shall not be discontinued by the Board under clause 10.2(a) without the Board first giving the accused Member or Affiliated Club the opportunity to explain the breach and/or remedy the breach; and

(c) where a Member or Affiliated Club fails, in the Board's view to adequately explain the breach, that Member's membership or Affiliated Clubs affiliation shall be discontinued under clause 10.2(a) by the Board giving written notice of the discontinuance to the Member or Affiliated Club. The Register or Affiliated Clubs List shall be amended to reflect any discontinuance of membership under this clause 10.2 as soon as practicable.

10.3 Member or Club to Re-Apply

A Member whose membership has been discontinued or Club whose affiliation has been discontinued under clause 10.1 or which has ceased under clause 10.2:

(a) must seek renewal and re-apply for membership or affiliation in accordance with this Constitution; and

(b) may be re-admitted at the discretion of the Board. There is no right of appeal where the Board refuses to re-admit a former Member or Affiliated Club under this clause.

10.4 Forfeiture of Rights

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

10.5 Membership may be Reinstated

Membership or Affiliation which has been discontinued or which has ceased under this clause 10 may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

10.6 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member or Affiliated Club may be refunded by the Board on a pro-rata basis to the Member or Club upon discontinuance.

11. DISCIPLINE ®

(a) Where the Board is advised or considers that a Member has allegedly:

(i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, the NSO's constitution, the National Integrity Framework or regulations or any resolution or determination of the Board or any duly authorised committee; or

(ii) acted in a manner unbecoming of a Member, or prejudicial to the Objects and/or interests of the Association, NSO and/or the Sport; or

(iii) brought the Association, NSO, any other Member or the Sport into disrepute;

the Board may commence or cause to be commenced, disciplinary proceedings against that Member.

That Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the Regulations or as otherwise determined by the Board consistent with the National Integrity Framework.

(b) The Board may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations, National Integrity Framework or as otherwise determined by the Board.

(c) Finality and Limited Review
Decisions of the Board are final. However, a decision may be subject to a limited internal review only in the following circumstances:

(i) where there has been a material failure to follow procedural fairness; or

(ii) where new and relevant information becomes available that was not reasonably available at the time of the original decision.

Any request for review must be submitted in writing within a reasonable timeframe as determined by the Board.
Nothing in this clause prevents a member from exercising any rights of external review or complaint available under applicable law or through relevant governing bodies.

12. SUBSCRIPTIONS AND FEES ®

(a) The Board cannot reasonably follow up every person who leaves the sport or does not register as an NPO each season. However, where a member has outstanding fees or charges other than annual subscriptions, the Board may issue written notice or a Letter of Demand outlining the amount owing and providing a reasonable period of 21 days to finalise payment.

(b) Failure to do so may result in the member being deemed unfinancial, and the Board reserves the right to take further recovery action, including legal action where appropriate.

(c) The Board is empowered to prevent any Member who's annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Association, including but not limited to the right to vote at

General Meetings. There is no right to natural justice or any right of appeal where the Board exercises its power under this clause 12(b).

13. EXISTING DIRECTORS

(a) The members of the Association's administrative or governing body (regardless of title) who are in office immediately prior to the approval of this Constitution under the Act shall continue in their respective roles until the next Annual General Meeting (AGM) following its adoption. At that AGM, any officeholder who is mid-way through their elected term shall continue as an Elected Director for the remainder of their original term. From that point onward, all Director positions shall be appointed, vacated, and managed in accordance with the provisions of this Constitution.

(b) This transitional one (1) year period shall not count toward Director eligibility requirements, as it does not constitute a full elected term.

(c) Upon approval of this constitution, a Director must declare any position they hold in a Club including as an officer (howsoever described including as a Delegate) or as an employee. These positions are disqualifying position and the Director has fourteen (14) days from approval of this constitution to resign any disqualifying position.

(d) The person known and appointed to the position of Executive Director (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

14. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Board. In particular, the Board as the governing body for the Sport in New South Wales shall be responsible for acting on State and local issues in accordance with the Objects and shall operate for the benefit of the Members and the community throughout New South Wales and shall govern the Sport in New South Wales in accordance with this Constitution and in particular the Objects and the National Integrity Framework.

15. COMPOSITION OF THE BOARD

15.1 Composition of the Board

(a) There must be at least five (5) Directors and no more than nine (9) Directors.

(b) The Board shall comprise up to:

  (i) five (5) elected Directors who must all be Individual Members; and

  (ii) four (4) appointed Directors who need not be Individual Members and who may be appointed by the Directors.

(c) The Board shall (as far as practicable depending on numbers of Directors) comprise 50% male and 50% female Directors. For avoidance of doubt this means that in some years only male directors or only female Directors may be elected or appointed.

(d) A Director can not also be a Delegate.

15.2 Election and Appointment of Directors

(a) The elected Directors shall be elected under clause 16.

(b) The appointed Directors may be appointed under clause 17.

15.3 Portfolios

The Board may allocate portfolios and/or titles to Directors. Subject to this Constitution and any properly passed resolution of the Board, the allocation of portfolios or titles does not effect the powers and duties of Directors.

16. ELECTED DIRECTORS ®

16.1 Nominations

(a) Nominations for elected Director positions shall be called for twenty-eight (28) days prior to the AGM.
(b) When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall be provided.
(c) When calling for nominations, current Board gender composition shall also be provided to ensure gender balance under clause 15.1(c).
(d) Qualifications and job descriptions may be determined by the Board from time to time.
(e) Nominees for elected Director positions must declare any position they hold in a Club including as an officer (howsoever described including as a Delegate) or as an employee. These positions are disqualifying positions once nominees are elected. The elected Director has fourteen (14) days to resign any disqualifying position.

16.2 Form of Nomination ®

Nominations must be:

(a) in writing;
(b) on the prescribed form (if any) provided for that purpose;
(c) certified by the nominee (who must be an Individual Member) expressing their willingness to accept the position for which they are nominated; and
(d) delivered to the Association not less than fourteen (14) days before the date fixed for the AGM.

16.3 Elections ®

(a) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated may be declared elected.
(b) If there are insufficient nominations received to fill all vacancies on the Board, the positions will be deemed casual vacancies under clause 18.1.
(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 by secret ballot and otherwise in such manner and by such method as may be determined by the Board (including electronically) from time to time.

16.4 Term of Appointment for Elected Directors

(a) Directors elected under this clause 16 shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the AGM at which the election occurred until the conclusion of the second AGM following.

(b) Following the adoption of this Constitution, no person who has served as an elected Director for a period of four (4) consecutive full terms shall be eligible for election as an elected Director or appointment as an appointed Director until the third AGM following the date of conclusion of their last term as an elected Director.

16.5 Nominations Committee

(a) The Board shall establish a Nominations Committee as a standing committee to assist with the identification, assessment and recommendation of candidates for Director positions.

(b) The Nominations Committee shall comprise:

(i) An independent Chair appointed by the Board, who is not a current Director or employee of the Association;

(ii) One (1) current Director appointed by the Board; and

(iii) One (1) representative nominated by a Member.

(c) The Nominations Committee shall:

(i) Review and assess all nominations received for Director positions against the Board's skills matrix and gender requirements under clause 15.1(c);

(ii) Verify candidate eligibility in accordance with this Constitution;

(iii) Prepare a report with recommendations on suitable candidates for consideration by the Members at the Annual General Meeting;

(iv) Review and recommend updates to the Board composition and skills requirements; and

(v) Perform such other duties as directed by the Board from time to time as detailed in the Nominations Committee Charter.

17. APPOINTED DIRECTORS

17.1 Appointment of Directors

The elected Directors may appoint up to four (4) appointed Directors.

17.2 Qualifications for Appointed Directors

(a) The appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition.

(b) They do not need to be Individual Members but must be natural persons.

(c) Nominees for appointed Director positions must declare any position they hold in a Club including as an officer (howsoever described including as a Delegate) or as an employee. These positions are disqualifying positions once nominees are appointed. The appointed Director has fourteen (14) days to resign any disqualifying position.

17.3 Term of Appointment for Appointed Directors

(a) Appointed Directors may be appointed by the elected Directors under this Constitution for a term of two (2) years, which shall commence from the first Board meeting after the AGM until after the conclusion of the second AGM following.

(b) Appointed Directors may be appointed to ensure rotational terms that coincide with the elected Directors' rotational terms.

(c) Any adjustment to the term of appointed Directors appointed under this Constitution necessary to ensure rotational terms under this Constitution, shall be determined by the Board noting always the gender requirements of clause 15.1(c).

(d) Following the adoption of this Constitution, no person who has served as an appointed Director for a period of four (4) consecutive full terms (eight (8) years) shall be eligible for appointment as an appointed Director or election as an elected Director until the third AGM following the date of conclusion of their last term as an appointed Director.

18. VACANCIES ON THE BOARD

18.1 Casual Vacancies

Subject always to the gender requirements of clause 15.1(c), any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled until the next AGM.

18.2 Grounds for Termination of Director

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

(a) dies;

(b) becomes bankrupt or makes any arrangement or composition with their creditors generally;

(c) after reasonable consideration by the Board, is determined by the Board to have become Incapacitated and the Board reasonably expects the Director will remain Incapacitated for a period exceeding three (3) months, provided always that:

  (i) the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made; and

  (ii) any determination made under this clause 18.2 shall be made with the Directors acting reasonably;

(d) resigns their office in writing to the Association;

(e) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;

(f) holds any office of employment with the Association;

(g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of their interest;

(h) in the reasonable opinion of the Board (but subject always to this Constitution) has:

  (i) acted in a manner unbecoming or prejudicial to the Objects, the National Integrity Framework, and interests of the Association; or

  (ii) brought themselves or the Association into disrepute;

(i) is removed by Special Resolution; or

(j) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth).

18.3 Board May Act

If a casual vacancy or vacancies arises in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a

quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

19. DIRECTOR TENURE REGISTER

(a) The secretary shall maintain a register of Directors, which shall record:

(i) The full name of each Director;

(ii) The date on which each Director was elected or appointed;

(iii) The date on which each Director is due to retire or stand for re-election in accordance with this Constitution.

(b) The Director Tenure Register

20. MEETINGS OF THE BOARD

20.1 Board to Meet

The Board shall meet 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) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board within a reasonable time.

20.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. Where voting is equal, the chair may exercise a casting vote. If the chair does not exercise a casting vote, the motion will be lost.

20.3 Resolutions not in Meeting

(a) A resolution in writing, signed or assented to by any form of visible or other electronic communication by all the Directors for the time being present shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.

(b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors 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 Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be physically present;

(iii) if a failure in communications prevents clause 20.3(b)(i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors 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 20.3(b)(i) is satisfied again. If such condition is not satisfied within

fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and

(iv) any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chair of the meeting is located.

20.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is five (5). A quorum must remain present throughout the meeting.

20.5 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than seven (7) days prior to such meeting.

20.6 Chair

(a) The Board shall appoint a Chair from amongst its number.
(b) The Director appointed as Chair under clause 20.6(a) will take office at the meeting at which they are appointed and will remain Chair, subject to remaining a Director, until the end of their term.
(c) The Directors at their absolute discretion may remove a Chair from that office.
(d) The chair shall be the nominal head of the Association and will act as chair of any Board meeting or General Meeting at which they are present.
(e) If the Chair is not present or is unwilling or unable to preside at a meeting, the Deputy Chair will preside over the meeting.

20.7 Deputy Chair

(a) The Board shall appoint a Deputy Chair from amongst its number.
(b) The Director appointed as Deputy Chair under clause 20.7(a) will take office at the meeting at which they are appointed and will remain Deputy Chair, subject to remaining a Director, until the end of their term.
(c) The Directors at their absolute discretion may remove a Deputy Chair from that office.
(d) The Deputy Chair shall be the alternate nominal head of the Association and will act as chair of any Board meeting or General Meeting at which the Chair is not present.
(e) If the Deputy Chair is not present or is unwilling or unable to preside at a meeting, the remaining Directors shall appoint another Director to preside as chair for that meeting only.

20.8 Directors' Interests

(a) A Director is ineligible to hold office and is also disqualified from office by:

(i) holding or assuming any place of profit or position of employment in the Association, in any Club or in any company or incorporated association in which the Association is a shareholder or otherwise interested; or

(ii) contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any

contract or arrangement entered into by or on behalf of the Association, in which any Director is in any way interested, will be voided for such reason.

(b) A Director who has a material personal interest in a matter that relates to the affairs of the Association must declare that interest to the Board.

(c) A Director who has an interest in a matter, may give the Board standing notice of the nature and extent of the interest in the matter. The notice may be given at any time and whether or not the matter relates to the affairs of the Association at the time the notice is given.

(d) The secretary shall record in the minutes any declaration made or any general notice given by a Director under clause 20.8(b) and/or clause 20.8(c) and the action decided upon by the Board in relation to that declaration.

(e) A Director, notwithstanding the interest, may be counted in the quorum present at any meeting, but cannot remain in the meeting whilst the matter in which the Director is interested is being debated and cannot vote in respect of any matter in which the Director is interested. If the Director remains and votes in such matter, the vote shall not be counted.

21. EXECUTIVE DIRECTOR

21.1 Appointment of Executive Director

An Executive Director may be appointed by the Board for such term and on such conditions as the Board thinks fit.

21.2 Executive Director to act as Secretary and Public Officer

The Executive Director shall act as and carry out the duties of secretary and Public Officer of the Association and shall administer and manage the Association in accordance with the Act and this Constitution.

21.3 Specific Duties

The Executive Director shall:

(a) unless otherwise directed by the Board, as far as practicable attend all Board meetings and all General Meetings;

(b) prepare the agenda for all Board and General Meetings;

(c) record and prepare minutes of the proceedings of all Board meetings and General meetings, and shall use their best endeavours to distribute minutes of General Meetings to Regions and Clubs promptly from the date of the meeting; and

(d) regularly report on the activities of, and issues relating to, the Association.

21.4 Board Power to Manage

Subject to the Act, this Constitution, National Integrity Framework, the Regulations and any policy directive of the Board, the Executive Director has power to perform all such things as appear necessary or desirable for the proper management and administration of the Association. No resolution passed by the Association in General Meeting shall invalidate any prior act of the Executive Director or the Board which would have been valid if that resolution had not been passed.

21.5 Executive Director may employ

The Executive Director may in consultation with the Board, as appropriate, employ such personnel as are deemed necessary or appropriate from time to time and such

appointments shall be for such period and on such conditions as the Executive Director determines.

22. DELEGATIONS ®

22.1 Board may Delegate Functions

The Board may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Board will determine what powers these committees are given. In exercising its power under this clause the Board must take into account broad stakeholder involvement and where possible gender diversity. Any committee appointed must comprise 50% male and 50% female (as far as practicable depending on numbers of members) committee members. All delegated entities must comply with the Association's obligations under the National Integrity Framework and any applicable NSO policies.

22.2 Delegation by Instrument

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

(a) this power of delegation; and
(b) a function imposed on the Board or the Executive Director by the Act or any other law, or this Constitution.

22.3 Delegated Function Exercised in Accordance With Terms

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

22.4 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 Board under clause 20. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Board from time to time.

22.5 Delegation may be Conditional

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

22.6 Revocation of Delegation

The Board may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Board may also amend or repeal any decision made by such body or person under this clause 22.

23. SEAL

(a) The Association may have a Seal upon which its corporate name shall appear in legible characters.

(b) If the Association has a Seal it must not be used without the express authorisation of the Board, and every use of the Seal shall be recorded in the Associations' minute book. Two (2) Directors must witness every use of the Seal, unless the Board determines otherwise.

24. ANNUAL GENERAL MEETING

(a) An AGM of the Association shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.

(b) All General Meetings other than the AGM shall be SGMs and shall be held in accordance with this Constitution.

25. SPECIAL GENERAL MEETINGS

25.1 SGMs May be Held

The Board may, whenever it thinks fit, convene a SGM of the Association and, where, but for this clause more than fifteen (15) months would elapse between AGMs, shall convene a SGM before the expiration of that period.

25.2 Requisition of SGMs

(a) The Executive Director shall on the requisition in writing of not less than five percent (5%) of voting Members convene a SGM.

(b) The requisition for a SGM shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisitions.

(c) If the Executive Director does not cause a SGM to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a SGM to be held not later than three (3) months after that date.

(d) A SGM convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

26. NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Member entitled to receive notice at the address appearing in the Register kept by the Association. The auditor, Executive Director and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.

(b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.

(c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

(i) the agenda for the meeting; and

(ii) any notice of motion received from Members entitled to vote; and

(d) Notice of every General Meeting shall be given in the manner authorised in clause 44.

27. BUSINESS

(a) The business to be transacted at the AGM includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and subject to the requirements of the Act, the appointment of the auditors.
(b) All business that is transacted at a General Meeting and all business that is transacted at an AGM, with the exception of those matters set down in clause 27(a) shall be special business. Special business does not need to be passed by Special Resolution unless required by the Act, this Constitution or it is moved as a Special Resolution.
(c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

28. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Executive Director not less than thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting.

29. PROCEEDINGS AT GENERAL MEETINGS

29.1 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 shall be ten (10) Members.

29.2 Chair to preside

The Chair of the Board shall, subject to this Constitution, preside as chair at every General Meeting except:

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

29.3 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 such other day and at such other time and place as the chair may determine and 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 chair 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 but 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 (30) 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 29.3(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

29.4 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 chair; or
(b) a simple majority of Members.

29.5 Recording of Determinations

Unless a poll is demanded under clause 29.4, 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 book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

29.6 Where Poll Demanded

If a poll is duly demanded under clause 29.4 it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

29.7 Procedural irregularities

(a) No decision of the Association, the Board or any Board authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.
(b) The Association, the Board or other Board authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

30. VOTING AT GENERAL MEETINGS

30.1 Members Entitled to Vote

Each Member, subject to this Constitution, shall be entitled to one (1) vote at General Meetings. The Executive Director shall have no right to vote at General Meetings.

30.2 Chair May Exercise Casting Vote

Where voting at General Meetings is equal the chair may exercise a casting vote. If the chair does not exercise a casting vote the motion will be lost.

30.3 Postal or Electronic Voting

No motion shall be determined by a postal ballot. All resolutions put to a vote at a General Meeting must provide for electronic voting.

Electronic voting is to be conducted in a secure, verifiable and accessible manner, in accordance with procedures approved by the Board from time to time, and must ensure that all eligible members have a reasonable opportunity to participate.

Where electronic voting is utilised, the procedures must be communicated to members in advance of the General Meeting.

31. PROXY VOTING ®

(a) Proxy voting is not permitted at any General Meeting.

32. STRATEGIC FORUM OF ASSOCIATION ®

32.1 Strategic Forums

The Association shall hold a strategic forum at least once per year. The object of the strategic forum is to:

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

32.2 Attendees at Strategic Forums

The following persons may attend strategic fora of the Association:

(a) up to two (2) representatives from each Club; and
(b) the Directors; and
(c) such other persons the Board considers should be invited.

33. GRIEVANCE PROCEDURE ®

(a) The grievance procedure set out in this clause applies to disputes arising under this Constitution between a Member and:

  (i) another Member; or

  (ii) the Association.

(b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.

(c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may refer the dispute to:

  (i) any independent tribunal established by the Association in accordance with the procedures determined by the Board in line with the National Integrity Framework from time to time; or

  (ii) a community justice centre for mediation under the Community Justice Centres Act 1983 (NSW).

(d) The Board may prescribe additional grievance procedures in Regulations consistent with this clause 33 and the National Integrity Framework.

(e) If the dispute is not resolved the Board may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Association and the Members concerned consistent with the National Integrity Framework.

34. RECORDS AND ACCOUNTS ®

34.1 Records

The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Board and shall produce these as appropriate at each Board or General Meeting.

34.2 Records Kept in Accordance with Act

(a) Proper accounting and other records of the Association including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the Executive Director.

(b) Subject to the Act, all members shall have reasonable access to the Association's financial records and Club Meeting minutes subject to privacy laws and legitimate confidentiality requirements.

34.3 Association to Retain Records

The Association shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

34.4 Board to Submit Accounts

The Board shall submit to the Members at the AGM the statements of account of the Association in accordance with this Constitution and the Act.

34.5 Accounts Conclusive

The statements of account when approved or adopted by an AGM shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

34.6 Accounts to be available to Members

The Executive Director shall ensure all persons entitled to receive notice of AGMs under this Constitution, receive or have access to a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any).

34.7 Negotiable Instruments

All negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors or in such other manner as the Board determines.

35. AUDITOR

If required by the Act:

(a) a properly qualified auditor or auditors shall be appointed by the Association in the AGM. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the Corporations Act and

generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Board; and

(b) the accounts of the Association 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.

36. INCOME

(a) Income and property of the Association shall be:

(i) derived from such sources; an

(ii) managed in such manner;

as the Board determines from time to time, subject to the Act, this Constitution, and the principles and requirements of the National Integrity Framework**.**

(b) The income and property of the Association shall be applied solely towards the promotion of the Objects in accordance with good governance practices and the National Integrity Framework

(c) Except as prescribed in this Constitution, the Act, or under policies consistent with the National Integrity Framework:

(i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Director; and

(ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.

(d) Nothing in clause 36(b) or clause 36(c) shall prevent payment in good faith of or to any Member for:

(i) any services actually rendered to the Association whether as an employee, Director or otherwise;

(ii) goods supplied to the Association in the ordinary and usual course of operation;

(iii) interest on money borrowed from any Member;

(iv) rent for premises demised or let by any Member to the Association;

(v) any out-of-pocket expenses incurred by the Member on behalf of the Association;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction and is fully documented and compliant with the National Integrity Framework.

37. WINDING UP

(a) Subject to this Constitution the Association may be wound up or cancelled in accordance with the Act.

(b) The liability of the Members of the Association is limited.

(c) Every Member undertakes to contribute to the assets of the Association if it is wound up while a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar ($1.00).

38. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or cancellation of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has objects similar to the Objects. Such organisation(s) must prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on the Association by this Constitution. Such organisation(s) will be determined by the Members in General Meeting at or before the time of winding up or cancellation. If this does not occur, the decision is to be made by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

39. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

40. REGULATIONS

40.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the Objects and the Sport in New South Wales. Such Regulations must be consistent with the Constitution and any policy directives of the Board, and where appropriate, the National Integrity Framework.

40.2 Regulations Binding

All Regulations are binding on the Association and all Members, including compliance with any relevant provisions of the National Integrity Framework where applicable.

40.3 Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the Association (by whatever name) that were in force prior to the approval of this Constitution shall cease to have effect upon its approval. From that date, only the provisions of this Constitution and any Regulations made under it shall apply and be in operation, including any regulations developed in line with the National Integrity Framework.

40.4 Changes Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Board from time to time and prepared and issued by the Executive Director. Clubs shall take reasonable steps to distribute such changes to Individual Members. All changes are binding on all Members, including those relating to compliance with the National Integrity Framework.

41. STATUS AND COMPLIANCE OF ASSOCIATION

41.1 Recognition of Association

The Association is a member of NSO and is recognised by NSO as the controlling authority for the Sport in New South Wales and subject to compliance with this Constitution, the

NSO constitution, and where applicable, the National Integrity Framework shall continue to be so recognised and shall administer the Sport in New South Wales in accordance with the Objects.

41.2 Compliance of Association

The Members acknowledge and agree the Association shall:

(a) be or remain incorporated in New South Wales;
(b) apply its property and capacity solely in pursuit of the Objects and the Sport;
(c) do all that is reasonably necessary to enable the Objects to be achieved;
(d) act in good faith and loyalty to ensure the maintenance and enhancement of the Sport, its standards, quality and reputation for the benefit of the Members and the Sport;
(e) at all times act in the interests of the Members and the Sport;
(f) not resign, disaffiliate or otherwise seek to withdraw from NSO without approval by Special Resolution.
(g) ensure that all actions and governance comply with the principles and requirements of the National Integrity Framework where relevant.

41.3 Operation of Constitution

The Association and the Members acknowledge and agree:

(a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and the Sport are to be conducted, promoted, encouraged, advanced and administered throughout New South Wales and;
(b) to ensure the maintenance and enhancement of the Sport, its standards, quality and reputation for the benefit of the Members and the Sport;
(c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and enhancement;
(d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
(e) to act in the interests of the Sport and the Members; and
(f) that should a Club have governance, administrative, operational or financial difficulties the Board may act (but is not obliged) to assist the Member in whatever manner the Board considers appropriate, consistent with any relevant National Integrity Framework obligations.

42. ASSOCIATION'S CONSTITUTION

42.1 Constitution of the Association

This Constitution will broadly align with the objects of the NSO, the National Integrity Framework where applicable, and subject always to the Act.

42.2 Operation of NSO constitution

(a) The Association will take all reasonable steps to ensure this Constitution conforms to the NSO constitution, and where relevant, the National Integrity Framework subject always to the Act and where it is in the best interest of the Sport in New South Wales.

42.3 Register

The Association shall maintain, in a form acceptable to NSO but otherwise in accordance with the Act, a Register of all Members, ensuring compliance with any reporting requirements under the National Integrity Framework.

42.4 Affiliated Clubs List

The Association shall maintain, in a form acceptable to NSO but otherwise in accordance with the Act, an Affiliated Clubs List of all Clubs, including any information required for compliance with the National Integrity Framework.

43. STATUS AND COMPLIANCE OF CLUBS

43.1 Compliance

Clubs acknowledge and agree that they shall:

(a) be or remain incorporated in New South Wales;
(b) provide the Association with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's annual general meeting;
(c) recognise the Association as the authority for the Sport in New South Wales and NSO as the national authority for the Sport;
(d) adopt and implement such communications and Intellectual Property policies as may be developed by the Association from time to time; and
(e) have regard to the Objects in any matter of the Region or Club pertaining to the Sport.
(f) comply with all applicable requirements of the National Integrity Framework.

43.2 Club Constitutions

(a) The constituent documents of Clubs will clearly reflect the Objects and will conform to this Constitution and where relevant, the National Integrity Framework.
(b) Clubs must take all reasonable steps to ensure that their governance documents and constitution are consistent with this Constitution and aligned with the Australian Sports Commission's recognised best practice governance principles.
(c) Clubs shall provide to the Association a copy of their constituent documents and all amendments to these documents.
(d) The constituent documents of each Region and Club shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Association as the authority for the Sport in New South Wales and NSO as the national authority for the Sport in Australia.

43.3 Register

Clubs shall maintain, in a form acceptable to the Association, a register of all Members of the Club. Each Club shall provide a copy of the register at a time and in a form acceptable to the Association, and shall provide regular updates of the register to the Association, in accordance with the National Integrity Framework reporting requirements where applicable.

44. NOTICE

(a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by:

(i) pre-paid post; or

(ii) electronic mail;

(iii) to the Member's registered address or electronic mail address, or in the case of a Delegate, to the last notified address, or electronic mail address; or

(iv) prominently posting the notice on the Association's website.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.

(c) Where a notice is sent by electronic mail or by posting the notice on the Association's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

45. PATRONS AND VICE PATRONS

The Association at its AGM may appoint annually on the recommendation of the Board a chief Patron and such number of Patrons as it considers necessary, subject to approval of that person or persons.

46. INDEMNITY

(a) Every Director and employee of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.

(b) The Association shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

(i) in the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and

(ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.

47. CHIEF EXECUTIVE OFFICER (CEO)

47.1 Appointment of Chief Executive Officer

(a) The Directors may appoint a CEO.

(b) The CEO must not be a Director after leaving the role of CEO for at least three (3) years.

47.2 Powers, Duties and Authorities of CEO

(a) 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.

47.3 Suspension and Removal of CEO

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

47.4 Delegation by Directors to CEO

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

(i) assist in developing 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;

(ii) manage the financial and other reporting mechanisms of the Association;

(iii) approve and incur expenditure subject to specified expenditure limits;

(iv) sub-delegate their powers and responsibilities to employees or internal management committees of the Association; and

(v) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

47.5 CEO to Attend Meetings

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