

Cronulla Triathlon Club Incorporated

Constitution

**(Adopted in 2018)
(Amended 2022)**

CRONULLA TRIATHLON CLUB INCORPORATED CONSTITUTION

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Part 1 Preliminary

1. NAME OF CLUB

The name of the Club is CRONULLA TRIATHLON CLUB
INCORPORATED

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

Act means the *Associations Incorporation Act 2009 (NSW)*.

Committee means the body managing the Club and consisting of the Committee Members.

Committee Member means a member of the Committee and includes any person acting in that capacity from time to time appointed in accordance with this.

Constitution means this Constitution of the Club.

Financial Year means (unless determined otherwise by the Committee) 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 annual or any special general meeting of the Club.

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 a committee member;
- (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 of the Club who is at least 18 years of age.

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 Club or any activity of or conducted, promoted or administered by the Club.

Junior Member means a registered Member of the Club who is younger than 18 years of age.

Life Member means an Individual appointed as a Life Member of the Club under **clause 4.2**.

Local area means the geographical area for which the Club is responsible as recognised by the NSO and/or SSO for the Sport of which the Club is a Member.

Member means a Member of the Club for the time being under **clause 4**.

NSO means the National Sporting Organisation for the Sport being TRIATHLON AUSTRALIA

Objects means the Objects of the Club in **clause 3**.

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

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

Regulations means any rules, by-laws or regulations made by the committee under **clause 34**.

Special Resolution means a Special Resolution defined in the Act.

Sport means the sport of TRIATHLON which for the purposes of this constitution includes the combination of the disciplines of swimming, cycling and running and includes the sports of Duathlon, Aquathlon, Aquabike as defined by the NSO.

SSO means the State Sport Organisation for the Sport being TRIATHLON NEW SOUTH WALES

World Championship: means a race, including Age-Group, Paratriathlon and Elite competition, as officially designated by the world governing body for the Sport; or an IRONMAN or IRONMAN 70.3 race, including Age-Group, Physically Challenged and Professional competition in the Sport as officially designated by The IRONMAN Group.

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); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic transmission.

3. OBJECTS OF THE CLUB

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

- (a) conduct, encourage, promote, advance and administer the Sport throughout the Local area;
- (b) act, at all times, on behalf of and in the interest of the Members and the Sport in the Local area;
- (c) affiliate and otherwise liaise with the SSO and/or NSO of which the Club is a Member and adopt their rule and policy frameworks to further these Objects;
- (d) abide by, promulgate, enforce and secure uniformity in the application of the rules of the Triathlon as may be determined from time to time by NSO and as may be necessary for the management and control of triathlon and related activities in New South Wales;
- (e) advance the operations and activities of the Club throughout the local area;
- (f) have regard to the public interest in its operations; and
- (g) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

Part 2 Membership

4. MEMBERS

4.1 Members

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote, at General Meetings;
- (b) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at, General Meetings; and
- (c) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings but no right to be present, or debate, or vote, at General Meetings.

4.2 Life Members

- (a) The Club may, from among persons who have rendered distinguished or special service to the Club and/or the Sport, appoint Life Members in recognition of their efforts.
- (b) In considering the distinguished or special service to the Club and/or the Sport, the following criteria will be applied:
 - (i) A Member who has displayed exceptional competitive skill: by being selected as a member of the Australian Olympic, Paralympic or Commonwealth Games Team; or by winning a World Championship in the Sport; and having demonstrated a commitment to the sport and club with a minimum of five (5) years as a member of Cronulla Triathlon Club OR
 - (ii) A Member who has performed exceptional or exemplary voluntary (unpaid) service for the Club and/or the Sport for a period of no less than ten (10) years
- (c) Each year the Committee will call for nominations from Club members for persons to be considered for Life Membership of the Club. Nominations must be provided in writing and signed by at least two (2) members. Nominations must be received by the Committee by the date determined in the notice.
- (d) Nominations for life membership shall be examined by the Committee. After reviewing the nomination and completing any relevant enquiries the Committee may make a recommendation, by not less than a two-thirds majority of the committee members present (secret ballot to be used) to the annual General Meeting in relation to the nomination.
- (e) A resolution of the annual General Meeting to confer life membership (subject to **clause 4.2(f)**) on the recommendation of the Committee must be a Special Resolution. The vote on such resolution will be taken by secret ballot.

- (f) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.
- (g) A Life Member of the Club shall retain the rights and privileges of an Individual Member, but will not be required to pay the annual membership subscription for the Club. For the avoidance of doubt, this does not include the annual subscription and fees determined by the SSO and NSO and payable to them by their members.

5. MEMBERSHIP APPLICATION

5.1 Application for Membership

An application for membership must be:

- (a) from the applicant, in writing on the form prescribed from time to time by the Committee (if any), and lodged with the Club; and
- (b) accompanied by the appropriate fee (if any).

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

5.2 Discretion to Accept or Reject Application

- (a) The Committee, 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 5.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Committee accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Committee. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Committee rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club. No reasons for rejection need be given.
- (d) There is no right of appeal where the Committee rejects an application for membership, whether a new application or a renewal application.

5.3 Renewal

- (a) Members (other than Life Members) must re-apply for membership annually in accordance with the timeframes and procedures set down by the Club from time to time. Members acknowledge and agree that membership renewal is not automatic. **Clause 5.2** applies to re-applications for membership.

- (b) Upon re-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

5.4 Deemed Membership

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any persons, prior to approval of this Constitution under the Act, who are not deemed Members under **clause 5.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

6. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority;
- (c) by submitting to this Constitution and the Regulations, they are subject to the jurisdiction of the Club, SSO and NSO;
- (d) the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport;
- (e) neither membership of the Club nor this Constitution gives rise to:
 - (i) any proprietary right of Members in, to or over the Club or its property or assets;
 - (ii) any automatic right of a Member to renewal of their membership of the Club;
 - (iii) subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
- (f) they are entitled to all benefits, advantages, privileges and services of Club membership; and
- (g) 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.

7. DISCONTINUANCE OF MEMBERSHIP

7.1 Notice of Resignation

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of such withdrawal or resignation.
- (b) When the Club receives a notice given under **clause 7.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

7.2 Discontinuance for Breach

Notwithstanding anything in the Act or this Constitution:

- (a) membership of the Club may be discontinued by the Committee upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Committee or any duly authorised committee;
- (b) membership shall not be discontinued by the Committee under **clause 7.2(a)** without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach; and
- (c) where a Member fails, in the Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 7.2(a)** by the Committee giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 7.2** as soon as practicable.

7.3 Member to Re-Apply

A Member whose membership has ceased or been discontinued under **clauses 7.1** or **7.2**:

- (a) must seek renewal and re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Committee. There is no right of appeal where the Committee refuses to re-admit a former Member under this clause.

7.4 Forfeiture of Rights

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

7.5 Membership may be Reinstated

Membership which has been discontinued under this **clause 7** may be reinstated at the discretion of the Committee, with such conditions as it deems appropriate.

7.6 Refund of Membership Fees

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

8. REGISTER OF MEMBERS

8.1 Club to Keep Register

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

- (a) the full name and address of the Member;
- (b) the category of membership of the Member;
- (c) the date on which the Member became a Member;
- (d) any other information determined by the Committee; and
- (e) where applicable, the date of cessation of membership of any Member.

Members shall provide notice of any change and required details to the Club within one month of such change.

8.2 Inspection of Register

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 32**. If permitted, only an extract of the Register, excluding the address or other direct contact details of any Member, shall be made available for inspection (but not copying) by Members.

8.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used by the Club solely to further the Objects, as the Committee considers appropriate.

9. 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 Club.

It does not, however, apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in **clause 10**.

- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen 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 SSO in accordance with the procedures determined by the SSO from time to time; or
 - (ii) a community justice centre for mediation under the *Community Justice Centres Act 1983 (NSW)*.
- (d) The Committee may prescribe additional grievance procedures in Regulations consistent with this **clause 9**.
- (e) If the dispute is not resolved the Committee may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Club and the Members concerned.

10. DISCIPLINE

10.1 Disciplinary proceedings

The Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Committee or any duly authorised committee;
- (b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or the Sport; or
- (c) brought themselves, the Club, any other Member or the Sport into disrepute.

10.2 Procedure

- (a) That Member will be subject to and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations or as otherwise determined by the Committee.
- (b) Without limiting the operation of **clause 10.2(a)** the Committee 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 or as otherwise determined by the Committee but subject always to the Act.

11. SUBSCRIPTIONS AND FEES.

- (a) The annual membership subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the

time for, and manner of payment, shall be determined by the Committee from time to time.

- (b) The Committee is empowered to prevent any Member whose annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, 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 Committee exercises its power under this **clause 11(b)**.

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Part 3 The committee

12. POWERS OF THE COMMITTEE

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Committee. In particular, the Committee shall act in accordance with the Objects and shall operate for the benefit of the Members and the Sport and community throughout the Local area.

13. COMPOSITION AND MEMBERSHIP OF COMMITTEE

- (a) The committee is to consist of:
- (i) the office-bearers of the association, and
 - (ii) at least 3 ordinary committee members

each of whom is to be elected at the annual general meeting of the association under clause 15.

- (b) the total number of committee members is to be at least 7.
- (c) The office-bearers of the association are as follows:
- (i) the president,
 - (ii) the vice president,
 - (iii) the treasurer,
 - (iv) the secretary.
- (d) A committee member may hold up to 3 offices (other than the office of president).
- (e) There is no maximum number of consecutive terms for which a committee member may hold office.
- (f) Each member of the committee is, subject to this constitution, to hold office until immediately before the election of committee members at the annual general meeting next following the date of the member's election, and is eligible for re-election.

14. ELECTION OF COMMITTEE MEMBERS

14.1 Nomination for Committee

- (a) Nominations of candidates for election as office-bearers of the association or as ordinary committee members:
 - (i) must be made in writing and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
 - (ii) must be delivered to the delegated committee member of the association prior to commencement of the annual general meeting at which the election is to take place.
 - (iii) Nominees for elected Committee member positions must declare any position they hold in the NSO or SSO.

14.2 Elections

- (a) If insufficient nominations are received to fill all vacancies on the committee, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting after commencement of proceedings.
- (b) If insufficient further nominations are received, any vacant positions remaining on the committee are taken to be casual vacancies.
- (c) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (d) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (e) The ballot for the election of office-bearers and ordinary committee members of the committee is to be conducted at the annual general meeting in any usual and proper manner that the committee directs.
- (f) A person nominated as a candidate for election as an office-bearer or as an ordinary committee member of the association must be a member of the association.

15. SECRETARY

- (a) It is the duty of the secretary to keep minutes (whether in written or electronic form) of:
 - (i) all appointments of office-bearers and members of the committee, and

- (ii) the names of members of the committee present at a committee meeting or a general meeting, and
- (iii) all proceedings at committee meetings and general meetings.

16. TREASURER

It is the duty of the treasurer of the association to ensure:

- (a) that all money due to the association is collected and received and that all payments authorised by the association are made, and
- (b) that correct books and accounts are kept showing the financial affairs of the association, including full details of all receipts and expenditure connected with the activities of the association.

17. VACANCIES ON THE COMMITTEE

17.1 Casual vacancies

Any casual vacancy occurring in the position of Committee Member may be filled by the remaining Committee Members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Committee Member's term under this Constitution.

17.2 Grounds for Termination of Committee Member

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) after reasonable consideration by the Committee, is determined by the Committee to have become Incapacitated and the Committee reasonably expects the Committee member will remain Incapacitated for a period exceeding 3 months, provided always that:
 - (i) the Committee member is first given the opportunity to make written or oral submissions to the Committee before a determination is made; and
 - (ii) any determination made under this **clause 17.2** shall be made with the Committee Members acting reasonably; or
- (d) resigns their office in writing to the Club;

- (e) is absent without the consent of the committee from 3 consecutive meetings of the committee;
- (f) holds any office of employment with the Club without the approval of the Committee;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest;
- (h) in the reasonable opinion of the Committee (but subject always to this Constitution) has:
 - (i) acted in a manner unbecoming or prejudicial to the Objects and interests of the Club;
 - (ii) brought themselves or the Club into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Committee Member of a corporation under the *Corporations Act 2001 (Cth.)*.

18. COMMITTEE MEETINGS AND QUORUM

18.1 Committee to Meet

The Committee 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). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A Committee Member may at any time convene a meeting of the Committee within a reasonable time.

18.2 Decisions of The Committee

Subject to this Constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Committee members shall for all purposes be deemed a determination of the Committee. All committee members 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.

18.3 Notice of Committee Meetings

- (a) Oral or written notice of a meeting of the committee must be given by the secretary to each member of the committee at least 48 hours (or any other period that may be unanimously agreed on by the members of the committee) before the time appointed for the holding of the meeting.

- (b) Notice of a meeting given under subclause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the committee members present at the meeting unanimously agree to treat as urgent business.
- (c) Notice of a meeting given under subclause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the committee members present at the meeting unanimously agree to treat as urgent business.

18.4 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by any form of visible or other electronic communication by all the Committee members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Committee members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Committee members.
- (b) Without limiting the power of the Committee to regulate its meetings as it thinks fit, a meeting of the Committee may be held where one or more of the Committee members is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Committee members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee or this Constitution. The notice will specify that Committee members are not required to be present in person;
 - (iii) if a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by the number of Committee members which constitutes a quorum, and none of such Committee members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
 - (iv) any meeting held where one or more of the Committee members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee members is there present. If no Committee members is there present, the meeting shall be deemed to be held at the place where the chair of the meeting is located.

18.5 Quorum

At meetings of the Committee the number of Committee members whose presence is required to constitute a quorum is half of the elected committee members plus one. A quorum must remain present throughout the meeting.

- (a) No business is to be transacted by the committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (b) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

18.6 Chair

The Committee shall appoint a chair from among its office bearers. The chair will act as chair of any Committee meeting or General Meeting at which they are present. If the chair is not present, or is unwilling or unable to preside at a Committee meeting the remaining committee members shall appoint another committee member to preside as chair for that meeting only.

18.7 Conflict of Interest

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

18.8 Disclosure of Interests

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

18.9 General Disclosure

A general notice stating that a Committee member is a member of any specified firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.8**. After such general notice, it is not necessary

for the Committee member to give a special notice regarding any particular transaction with that firm or company.

18.10 Recording Disclosures

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

19. DELEGATIONS

19.1 Committee May Delegate Functions

The Committee may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Committee will determine what powers these committees are given. In exercising its power under this clause, the Committee should take into account broad stakeholder involvement.

19.2 Delegation by Instrument

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

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

19.3 Delegated Function Exercised in Accordance with Terms

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

19.4 Procedure of Delegated Entity

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

19.5 Delegation May Be Conditional

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

19.6 Revocation of Delegation

The Committee may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Committee may also amend or repeal any decision made by a body or person under this **clause 19**.

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Part 4 General meetings

20. ANNUAL GENERAL MEETINGS – HOLDING OF

- (a) The association must hold its first annual general meeting within 18 months after its registration under the Act.
- (b) The association must hold its annual general meetings:
 - (i) within 6 months after the close of the association's financial year, or
 - (ii) within any later time that may be allowed or prescribed under section 37 (2) (b) of the Act.

21. ANNUAL GENERAL MEETINGS

21.1 Calling of

- (a) The annual general meeting of the association is, subject to the Act and to clause 25, to be convened on the date and at the place and time that the committee thinks fit.
- (b) The association must hold its annual general meetings:
 - (i) within 6 months after the close of the association's financial year, or
 - (ii) within any later time that may be allowed or prescribed under section 37 (2) (b) of the Act.

21.2 Business

In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:

- (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
- (b) to receive from the committee reports on the activities of the association during the last preceding financial year,
- (c) to elect office-bearers of the association and ordinary committee members,
- (d) to receive and consider any financial statement or report required to be submitted to members under the Act.

An annual general meeting must be specified as that type of meeting in the notice convening it.

22. SPECIAL GENERAL MEETINGS – CALLING OF

22.1 Special General Meetings May be Held

The committee may, whenever it thinks fit, convene a special general meeting of the association.

22.2 Requisition of Special General Meetings

- (a) The secretary will convene a special General Meeting when at least five per cent (5%) of Members entitled to vote submit a requisition in writing.
- (b) The requisition for a special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisition.
- (c) If the Committee does not cause a special General Meeting to be held one (1) month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a special General Meeting to be held no later than three (3) months after that date.
- (d) A special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Committee.

23. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice. Notices shall be sent to the addresses appearing in the Club's Register. The auditor and Committee members shall also be entitled to receive notice of every General Meeting. 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, day and hour of the 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.
- (d) Notice of every General Meeting shall be given in the manner in **clause 33**.

24. PROCEEDINGS AT GENERAL MEETINGS

24.1 Quorum

- (a) No item of business is to be transacted at a general meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.
- (b) Five members present (being members entitled under this constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- (c) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
 - (d) if convened on the requisition of members – is to be dissolved, and
 - (e) in any other case – is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- (f) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 3) are to constitute a quorum

24.2 Chair to Preside

The chair of the Committee 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.

If the chair is not present, or is unwilling or unable to preside, the Member present shall appoint another Committee Member to preside as chair for that meeting only.

24.3 Adjournment of Meeting

- (a) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (b) 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.
- (c) Except as provided in subclauses (b), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

24.4 Voting Procedure

A question arising at a general meeting of the association is to be determined by:

- (a) a show of hands or, if the meeting is one to which clause 37 applies, any appropriate corresponding method that the committee may determine, or
- (b) if on the motion of the chairperson or if 5 or more members present at the meeting decide that the question should be determined by a written ballot-a written ballot.

24.5 Recording of Determinations

Unless a poll is demanded under **clause 24**, the chair's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

24.6 Where Poll Demanded

If a poll is duly demanded under **clause 24.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting.

25. SPECIAL RESOLUTIONS

A special resolution may only be passed by the association in accordance with section 39 of the Act. A special resolution is only passed if it is supported by at least three-quarters of the votes cast by members of the club who, under the constitution are entitled to vote.

26. VOTING AT GENERAL MEETINGS

26.1 Members Entitled to Vote

- (a) On any question arising at a general meeting of the association a member has one vote only.
- (b) A member is not entitled to vote at any general meeting of the association unless all money due and payable by the member to the association has been paid.
- (c) A member is not entitled to vote at any general meeting of the association if the member is under 18 years of age.

26.2 Casting Vote

In the case of an equality of votes on a question at a general meeting, the president, vice president and secretary are entitled to confer to exercise a single, combined

second or casting vote. This casting vote is to be the unanimous or two- thirds majority determination of the president, vice president and secretary.

26.3 Proxy votes not permitted

Proxy voting must not be undertaken at or in respect of a general meeting.

26.4 Postal or electronic ballots

No motion shall be determined by a postal or electronic ballot unless determined by the Committee. If the Committee so determines, the postal or electronic ballot shall be conducted under procedures determined by the Committee from time to time.

26.5 Use of technology at general meetings

- (a) A general meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the association's members a reasonable opportunity to participate.
- (b) A member of an association who participates in a general meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

Part 5 Miscellaneous

27. INCOME

- (a) Income and property of the Association shall be:
- (i) derived from such sources; and
 - (ii) managed in such manner;
- as the Committee determines from time to time subject always to the Act and this Constitution.
- (b) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution or the Act:
- (i) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member or Committee member; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.
- (d) Nothing in **clauses 27(b)** or **27(c)** shall prevent payment in good faith to any Member for:
- (i) any services actually rendered to the Club whether as an employee, Committee member or otherwise;
 - (ii) goods supplied to the Club 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 Club; or
 - (v) any out-of-pocket expenses incurred by a Member on behalf of the Club;

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.

28. ASSOCIATION IS NON-PROFIT

Subject to the Act and the Regulation, the association must apply its funds and assets solely in pursuance of the objects of the association and must not conduct its affairs so as to provide a pecuniary gain for any of its members.

29. WINDING UP

- (a) Subject to this Constitution the Club may be wound up or cancelled in accordance with the Act.
- (b) The liability of the Members of the Club is limited.
- (c) Every Individual Member undertakes to contribute to the assets of the Club if it is wound up or cancelled while they are a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up or cancelling the registration of the Club, such an amount not exceeding one dollar (\$1.00).

30. DISTRIBUTION OF PROPERTY ON WINDING UP

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

31. CHANGE OF NAME, OBJECTS AND CONSTITUTION

31.1 Change of the Associations Name

An application for registration of a change in the association's name, object or constitution in accordance with section 10 of the Act is to be made by the public officer or a committee member.

31.2 Change to the Objects and Constitution

This Constitution shall not be altered except by Special Resolution.

32. RECORDS AND ACCOUNTS

32.1 Records

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Committee). It shall produce these as appropriate at each Committee or General Meeting.

32.2 Records Kept in Accordance with the Act

- (a) Except as otherwise provided by this constitution, all records, books and other documents relating to the association must be kept in New South Wales:
- (b) at the main premises of the association, in the custody of the public officer or a member of the association (as the committee determines), or
- (c) if the association has no premises, at the association's official address, in the custody of the public officer.

32.3 Committee to Submit Accounts

The Committee shall submit the Club's statements of account to the Members at the annual General Meeting in accordance with this Constitution and the Act.

32.4 Accounts to be available to Members

The following documents must be open to inspection, free of charge, by a member of the association at any reasonable hour:

- (i) records, books and other financial documents of the association,
 - (ii) this constitution,
 - (iii) minutes of all committee meetings and general meetings of the association.
- (b) A member of the association may obtain a copy of any of the documents referred to in subclause (1) on payment of a fee of not more than \$1 for each page copied.
 - (c) Despite subclauses (1) and (2), the committee may refuse to permit a member of the association to inspect or obtain a copy of records of the association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the association.

32.5 Negotiable Instruments

All cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Committee members or in such other manner as the Committee determines.

33. NOTICES

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be:
 - (i) sent by pre-paid post to the Member's registered address or;
 - (ii) sent by facsimile transmission or by electronic mail to the Member's facsimile number or electronic mail address; or
 - (iii) prominently posted on the Club'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 days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail or by posting on the Club's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

34. REGULATIONS

34.1 Committee to Formulate Regulations

The Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the Objects and the Sport in the Local Area. Such Regulations must be consistent with this Constitution and any policy directives of the Committee.

34.2 Regulations Binding

All Regulations are binding on the Club and all Members.

34.3 Regulations Deemed Applicable

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

34.4 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 Committee from time to time. The Club shall take reasonable steps to distribute such changes to Members. All changes are binding on all Members.

35. STATUS AND COMPLIANCE OF CLUB

35.1 Recognition of Club

The Club is a Member of the NSO and SSO and is recognised by those bodies as the entity responsible for the delivery of the Sport in the Local area in accordance with the Objects but subject always to compliance with this Constitution and the NSO and SSO's constitutions.

35.2 Constitution of the Club

This Constitution will clearly reflect the objects of the NSO and SSO and will generally conform to the Constitutions of those bodies, subject always to the Act.

35.3 National and SSO

The Club may not resign, disaffiliate or otherwise seek to withdraw from its NSO and/or SSO without approval by Special Resolution.

36. INDEMNITY

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