

# THE AUSTRALIAN OUTRIGGER CANOE RACING ASSOCIATION LIMITED

## CONSTITUTION

### 1. GENERAL

#### 1.1 Name of Company

The name of the Company is Australian Outrigger Canoe Racing Association Ltd ("**the Company**"). The acronym shall be "AOCRA".

#### 1.2 Liability of Members

The liability of Members is limited.

#### 1.3 Replaceable Rules

The Replaceable Rules do not apply to the Company.

### 2. INTERPRETATION

2.1 The Rules of the Australian Outrigger Canoe Racing shall mean this Constitution and all By-laws, Rules and Regulations as are from time to time adopted, repealed or amended by the Company.

2.2 The headings used in this Constitution are inserted for convenience only and shall not affect the meaning, interpretation or construction hereof or any part hereof.

2.3 In this Constitution unless the context shall otherwise require, the singular includes the plural and vice versa, a reference to any gender is a reference to every gender and a reference to a person is a reference to a natural person, Body Corporate, corporation, partnership, club, firm, society, Company or authority.

2.4 Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

2.5 References:

2.5.1 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any statutory instrument issued under, that legislation or legislative provision.

2.5.2 A reference to a recital, clause, schedule or annexure is to a recital, clause or annexure to this Constitution.

2.5.3 A reference to any document is to that document (and, where applicable any of its provisions) as amended, notated, supplemented or replaced from time to time.

- 2.5.4 References to "includes" or "including" are illustrative only and shall not, in any way, be construed to limit or reduce the effect of the Clause or this Deed to the examples given.
- 2.5.5 In this Constitution unless the contrary intention appears the following words shall mean:
- 2.5.5.1 a word or expression not defined in these rules, but defined in the *Corporations Act 2001* (Cth) (hereinafter called "The Act") has, if the context permits, the meaning given by the Act.
- 2.5.5.2 "Affiliated Club" means a club or group who is recognised by the Company as a Member of the Company and is recognised under this Constitution and formed for the purpose of conducting outrigger canoe training, participation, competition and enjoyment of the heritage and cultural experience of the outrigger canoe and outrigger paddling generally. The club shall be an incorporated body.
- 2.5.5.3 "Australia" shall mean its states, territories, islands and near environs.
- 2.5.5.4 "ASIC" means the Australian Securities and Investments Commission.
- 2.5.5.5 "Company" shall mean the Australian Outrigger Canoe Racing Company Ltd (AOCRA) ARB 082 921 784.
- 2.5.5.6 "Corporations Act" means Corporations Act 2001 and Corporations Regulations 2001.
- 2.5.5.7 "Constitution" means this Constitution of the Australian Outrigger Canoe Racing Company Incorporated.
- 2.5.5.8 "Director" means a person appointed or elected to the office of director of the Company.
- 2.5.5.9 "Individual Member" shall mean a person who has paid (if payment is a requirement of that type of membership with that Affiliated Club) their membership of whatever type, category or capacity with an Affiliated Club whether or not such Affiliated Club has paid to AOCRA that part of the members membership which is payable to AOCRA. An Individual Member shall also include a person who is recognised by an Affiliated Club as a Member of that Affiliated Club and who is not required by that Affiliated Club to pay a membership fee. For the avoidance of doubt, an individual member must be recognised as a member of an Affiliated Club.
- 2.5.5.10 "Member" means any person who becomes a member under the Corporations Act or this Constitution and shall be taken to include any Individual Member or Affiliated Club.

- 2.5.5.11 "Replaceable Rules" means the replaceable rules under the Corporations Act;
- 2.5.5.12 "State" shall be deemed to mean a State of Australia and include the Northern Territory and Australian Capital Territory and any distinct territory or Islands forming part of or in the region or environs of Australia.
- 2.5.5.13 "State Centre" shall mean a group or division which has been created by the Company for the purpose of bringing together a group of Zones or Affiliated Clubs within a State for the purpose of promoting, controlling, administering and running outrigger canoeing in a state, territory or region.
- 2.5.5.14 "Zone" shall extend to include the expression "Branch" (as referred to and defined in the Act) and shall mean a group or division which has been created by the Company for the purpose of bringing together a group of Affiliated Clubs for the purpose of promoting, controlling, administering and running outrigger canoeing in a local region or geographical area.

### **3. OBJECTS**

The objects for which the Company is established are: -

- 3.1 to create a uniform entity through and by which the sport of outriggering in Australia can be controlled, conducted, encouraged, promoted, marketed, advanced and administered.
- 3.2 to administer and control all and any aspect of outrigger canoeing in Australia and, without limitation, to develop, implement and amend where deemed appropriate such policies, rules, regulations, and by-laws as are necessary to secure uniformity in outrigger canoeing in Australia for the purposes of competition, conduct, promotion, control, marketing, advancement, administration and management of outrigger canoeing generally through the Company and by the operations of various State Centres, Zones and Affiliated Clubs.
- 3.3 to control outrigger canoe racing (in competition or otherwise) its standards, safety, quality and reputation.
- 3.4 to control all and any aspect of outrigger canoeing including (but not limited to) the materials and methods used in the construction, maintenance or repair of any craft or vessel, the type, design, safety, registration and approval of any craft or vessel used in outrigger canoeing by any person or body associated with the Company, the signage, colours, clothing and uniforms used by State Centres, Zones, Affiliated Clubs, Members and any other person under the control or influence of the Company whether in competition or not.
- 3.5 to form State Centres, Zones or any other group as the Company may deem appropriate to control, conduct, encourage, promote, market, advance and administer the sport of outrigger canoeing on behalf of the Company and to report to the Company as required and directed from time to time.

- 3.6 to act in the interests of the Members and the Company objectively, properly, fairly, reasonably and without discrimination.
- 3.7 to conduct, organise, assist, promote, manage, finance and arrange an annual National Titles outrigger regatta to which every Affiliated Club shall be entitled to participate within the rules and regulations laid down by the Company for such event.
- 3.8 to conduct or commission research and development for improvements in all aspects of outrigger canoeing.
- 3.9 to apply the property, assets and capacity of the Company towards the fulfilling and achieving of these objects.
- 3.10 to strive for Governmental recognition at all levels of Government and for commercial, corporate and public recognition of the Company, State Centres, and Zones as the leading authority on outrigger canoeing, its safety, administration and management.
- 3.11 to review and/or determine any matter relating in any way whatsoever to outrigger canoeing which may arise within Australia or which are referred to the Company by any State Centre, Zone, Affiliated Club or Member and to review, amend, determine, uphold or enforce any penalty imposed by a State Centre, Zone or Affiliated Club.
- 3.12 to pursue through itself or such other commercial arrangements, (including government grants), sponsorship and marketing opportunities as are appropriate to further the interests and objects of the Company and outrigger canoeing generally.
- 3.13 to affiliate and/or otherwise liaise with international outrigger or other groups in furtherance of these objects.
- 3.14 to undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

#### **4. POWERS**

- 4.1 In furtherance of its objections and in its absolute discretion the Company has, in the exercise of its affairs, all the rights, powers, and privileges of a natural person.

#### **5. NON PROFIT NATURE OF COMPANY**

- 5.1 The income and property of the Company must only be applied towards the promotion of the objects of the Company as set out in this Constitution.
- 5.2 No income or property may be paid or transferred, directly or indirectly, to a Member except for payments to a Member:
  - 5.2.1 in return for services rendered by or goods supplied by the Members to the Company in the ordinary course of business;
  - 5.2.2 as principal payments on money lent by the Member, and interest payments if the interest is at a commercial rate;

- 5.2.3 who is also a member of the Board, for reimbursement of reasonable expenditure and time commitment.
- 5.3 Where property remains after the winding up or dissolution of the Company, and satisfaction of all its debts and liabilities, it must not be distributed among the Members. Such property must either be given to another fund, authority or institution which is an income tax exempt charitable entity with objects similar to the objects of the Company and a prohibition on distribution of its income and property among its members to an extent at least as great as is imposed on the Company under this Constitution.
- 5.4 The liability of Members is limited.
- 5.5 Each Zone undertakes to contribute to the assets of the Company in the event of it being wound up while a member, or within one year after ceasing to be a member for payment of the debts and liabilities of the Company contracted before the time at which it ceases to be a member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding ten dollars (\$10.00).

## **6. MEMBERSHIP – GENERAL**

- 6.1 The Members of the Company shall consist of:
  - 6.1.1 Affiliated Clubs;
  - 6.1.2 Individual Members;
  - 6.1.3 Zones;
  - 6.1.4 State Centres;
  - 6.1.5 Life Members; and
  - 6.1.6 Associate Members.
- 6.2 Whilst the above Members have a right to be present at General Meetings of the Company, none shall have the right to form a quorum or vote at such meetings, except in accordance with Clauses 19.6 and 21.1.
- 6.3 The number of Affiliated Clubs, Members and Life Members shall be unlimited.
- 6.4 The number of State Centres shall be limited to one for every State or Territory or any distinct territory or island being part of the environs of Australia.
- 6.5 Associate Members and Honorary Members shall be limited as agreed by a general meeting of the Company from time to time or failing such, as determined by the Company's Board.
- 6.6 The annual membership/registration fees for each class of membership or affiliation fee and the manner of the payment of the same shall be determined by the Company from time to time.

## **7. CLUB MEMBERSHIP**

- 7.1 To become a Member of the Company an Affiliated Club must:
  - 7.1.1 be incorporated or in the process of incorporation whether as an association under the relevant state based legislation or a company limited by guarantee under the Corporations Act;
  - 7.1.2 forward to the Zone (or where no Zone exists to the Company directly)
    - 7.1.2.1 a duly completed application for affiliation on the prescribed form;
    - 7.1.2.2 all other information as may be required by the Zone or Company from time to time;
    - 7.1.2.3 the club's constitution or proposed constitution which must reflect the intent of the Company's Constitution; and
    - 7.1.2.4 the relevant application fee as prescribed by the Company from time to time.
- 7.2 The Zone may accept or reject the application before passing it to the Company for rejection or acceptance and ratification. The decision of the Company shall be final.
- 7.3 Where no Zone exists the Company may accept or reject the application.
- 7.4 Where a club is refused membership all application fees shall be refunded.
- 7.5 An Affiliated Club shall:-
  - 7.5.1 abide by the Company's Constitution, Clauses, regulations, by-laws and directions.
  - 7.5.2 pay on request all affiliation fees as determined by the Company from time to time.
  - 7.5.3 have as a minimum of members sufficient numbers in accordance with the rules of incorporation of that club's State.
  - 7.5.4 adopt the objects of the Company and adopt clauses and rules of this Constitution as required by the Company from time to time.
  - 7.5.5 determine in their constitution classes of membership and methods for a person to apply for membership of that club. The Company shall recognise the classes of membership determined by the Affiliated Club and membership of an Affiliated Club shall be deemed membership of the Company.
  - 7.5.6 do all that is reasonably necessary to enable its objects to be achieved.
  - 7.5.7 at all times act in the interest of its members and in furtherance of outrigger canoeing generally.
  - 7.5.8 re-affiliate annually utilising the then current forms as required by the Company and pay the annual affiliation fee and any other fees as determined by the Company from time to time.

- 7.6 Notification of any amendments to an Affiliated Club's constitution or changes to its Board must be made in writing within one month to the Zone or if no Zone exists, the Company. An Affiliated Club must ensure that any amendments to its constitution result in the constitution remaining in conformity with this Constitution and the Company may cancel or suspend affiliation in the event that an Affiliated Club's constitution is contrary to the objects, rules, regulations and by-laws of the Company.

## **8. LIFE MEMBERS**

Any annual general meeting of the Company may, by resolution, bestow Life Membership upon any person for long and outstanding services to the Company or to outrigger canoeing in general. Life members are entitled to all rights of membership with the Company and shall be free of annual subscription.

## **9. ASSOCIATE MEMBERS**

The Company may elect any person as an Associate Member of the Company for such period or periods and charge such membership fees as the Company shall determine. Associate Members shall not be entitled to hold any office of the Company, nor take part in nor vote at any meetings nor nominate for any management or other positions.

## **10. HONORARY MEMBER**

The Company may from time to time bestow Honorary membership whether for a fee or not and for a nominated period of time upon any competitor who is a member of a reciprocal Company and who is competing in a regatta governed or sanctioned by the Company. Such Honorary Membership shall not entitle the recipient to take part in, nor vote at any meetings nor nominate for any management or other position.

## **11. TRANSFER OF INDIVIDUAL MEMBERS**

- 11.1 The Company may from time to time determine any restrictions in relation to participation in the Australian National Titles as arranged, controlled and conducted by the Company by Individual Members transferring their membership between Affiliated Clubs during a Zone's competition season.
- 11.2 An Individual Member may transfer their membership from one Affiliated Club to another Affiliated Club upon satisfying the following requirements:
- 11.2.1 before any Individual Member can transfer their membership from one Affiliated Club to another Affiliated Club that Individual Member shall have no indebtedness of whatever nature to any other Affiliated Club, the Company, State Centre or Zone; and
  - 11.2.2 the Individual Member shall present to the Zone on the prescribed form (or the Company if there is no Zone) a clearance certificate signed by the Individual Member's former Affiliated Club or any other Affiliated Club as requested by the Zone or, Company (if there is any question or doubt as to the Individual Members financial status with any former Affiliated Club); and

11.2.3 the Individual Member shall not be under any current suspension, restriction or expulsion from membership from the Company or any State Centre, Zone or Affiliated Club.

## **12. REGISTER OF MEMBERS**

- 12.1 The Board shall cause a Register to be kept in which it shall enter the names, date of birth and work and/or residential addresses, contact telephone and electronic address, date of admission, and any subsequent renewal, payment or outstanding account, relevant qualifications, disciplinary orders, competition results, and any other relevant or pertinent information of all persons admitted to Membership of the Company.
- 12.2 Particulars shall also be entered into the Register of deaths, resignations, terminations, cancellations, suspensions and reinstatement's of Membership and any further particulars as the Board or the members at any general meeting may determine or require from time to time.
- 12.3 The Register, so far as it relates to the Member, shall be open for inspection to that Member who has, upon reasonable notice applied to the secretary for such inspection.

## **13. CESSATION OF MEMBERSHIP – AFFILIATED CLUBS**

- 13.1 An Affiliated Club may resign its membership by notice in writing to the Company's secretary.
- 13.2 Where resignation of an Affiliated Club occurs during that Affiliated Club's financial period that Affiliated Club will forfeit any paid membership fee.
- 13.3 An Affiliated Club shall cease to be a Member if:-
- 13.3.1 a club fails to forward to the Zone (or where no Zone exists the Company) the necessary affiliation fee together with the application for affiliation within one month of the due date;
- 13.3.2 a receiver, liquidator or administrator is appointed to that club pursuant to the Corporations Act.
- 13.4 The Company shall have the power at any time to require an Affiliated Club to provide to it a statement setting out such information as the Company reasonably requires to enable it to decide where or not the Affiliated Club has ceased to be or has become liable to cease to be a Member.

## **14. ZONES**

### **14.1 Formation of Zones**

- 14.1.1 The Zone will be an extension of the Company and will do all things as directed and required by the Company. The Zone shall apply for an Australian Business Number and comply with the New Tax System (Goods and Services Tax) Act 1999 (the "Tax Act").
- 14.1.2 The Zone shall become incorporated in their State.



- 14.1.3 The incorporation of a Zone does not relieve the members of the incorporated Zone of any liability or obligation the members had or have as members of the Company.
- 14.1.4 The Company's rules control the membership of the Zone.
- 14.1.5 A member of a Zone:
  - 14.1.5.1 must be a member of an Affiliated Club;
  - 14.1.5.2 is taken to be a member of the Company; and
  - 14.1.5.3 is under the same liabilities and obligations as members of the Company.
- 14.1.6 A Zone incorporated under this division must have as part of its name:
  - 14.1.6.1 the word "Branch" or "Zone"; or
  - 14.1.6.2 other words identifying it as a Zone or Branch of the Company  

e.g. Mt Isa Zone Inc. or Mt Isa Branch Inc.
- 14.1.7 The Zone is to be affiliated directly with the Company and is to be administered by an elected Committee, comprising of a President, Secretary, Treasurer and at least four others (who shall be committee members or such other term or description that the Zone considers appropriate).
- 14.1.8 Except for the case of replacement of office bearers due to resignation, removal, unexplained absence for three consecutive meetings or death, all office bearers must be appointed at a general meeting of representatives from the Affiliated Clubs located within that Zone.
- 14.1.9 The Zone shall produce a constitution consistent with this Constitution and reflecting the objects of the Company and shall operate as a single entity through and by which the objects, rules, determinations and directives of the administered and enforced. Such constitution shall be approved by the Company prior to submission for incorporation and any amendments recommended by the Company shall be made to the constitution.
- 14.1.10 Each Zone is required to investigate and where appropriate recommend to the Company new applications from clubs wishing to affiliate and provide to the Company all relevant documents, fees, recommendations and reasons for the same.
- 14.1.11 The Zone shall act independently to administer matters relating to Affiliated Clubs in their geographical area under the rules, regulations, by-laws, directions and controls of the Company.
- 14.1.12 The Zone shall conduct financial affairs as directed by the Company and shall open a Bank Account if required by the Company, and shall comply in all respects with the Tax Act.

- 14.1.13 The Zone may source funding from any source available and act independently insofar as provided under the Rules of the Company and The Act provided that such actions do not adversely effect, compromise, jeopardise or conflict with any funding, promotion or supporter of the Company or the objects of the Company.
- 14.1.14 All monies and assets of the Zone remain the property of the Company.
- 14.1.15 The Zone shall appoint such numbers of people as determined by the Company to serve on the State Centre if and when required by the Company. Such appointees do not necessarily have to be members or office holders of the Zone but must be a member of an Affiliated Club. The Company reserves a power of veto over any such appointment.

#### **14.2 Annual, General And Special Meetings Of The Zone**

- 14.2.1 An Affiliated Club within a Zone shall be entitled to send two representatives to annual and general meetings of the Zone who shall be the only representatives of that Affiliated Club entitled to vote.
- 14.2.2 A quorum of a Zone meeting shall be a simple majority of those persons eligible to vote. Where the vote is equally divided the President of the Zone for the time being shall have the casting vote.
- 14.2.3 Meetings of the Zone must be held at least every four months and the Zone is required to report to the State Centre on administrative, financial and policy matters arising at such meeting.
- 14.2.4 Within fourteen (14) days of such meeting a copy of the Minutes of the meeting is to be forwarded to the Secretary of the Company and the Secretary of the State Centre and all Affiliated Clubs within the Zone.

### **15. STATE CENTRES**

#### **15.1 Formation of State Centres**

- 15.1.1 A State Centre means a body recognised under this Constitution and formed at the direction of the Company to advance, promote and administer matters pertaining to outrigger canoeing in a State. The number of State Centres shall be limited to one for every State or Territory or any distinct territory or island being part of the environs of Australia.
- 15.1.2 The State Centre will be an extension of the Company and will do all things as directed by and required by the Company. The State Centre shall apply for an Australian Business Number and comply with the Tax Act.
- 15.1.3 The State Centre shall, if necessary, be incorporated within the State and shall take the name of the State where it is located;-

e.g. AOCRA Queensland State Centre Inc.

- 15.1.4 The State Centre, shall produce a Constitution adopting the objects, rules and by-laws of the Company and its rules which, and be in conformity with this Constitution generally. Such constitution shall be approved by the Company prior to submission for incorporation and any amendments recommended by the Company shall be made to that constitution.
- 15.1.5 The State Centre shall do all that is reasonably necessary to enable its objects to be achieved and shall at all times act in the interest of Members and outrigger canoeing.
- 15.1.6 The State Centre shall, by adopting the objects of the Company, abide by this Constitution.
- 15.1.7 The State Centre must re-affiliate annually and pay any affiliation fees as determined by the Company from time to time.
- 15.1.8 Any amendments to the constitution of the State Centre or changes to management must be notified, within one month, to the Zone or the Company.
- 15.1.9 The incorporation of a State Centre does not relieve the members of the State Centre of any liability or obligation the members had or have as Members of the Company.
- 15.1.10 All monies and assets of the State Centre remain the property of the Company.
- 15.1.11 The State Centre must investigate, promote and recommend the formation of new Zones within the State Centre's area as growth becomes viable to accommodate a new Zone.
- 15.1.12 The State Centre must pay such fees as required by the Company.
- 15.1.13 The State Centre shall conduct its financial affairs as directed by the Company and shall open a Bank Account if required by the Company, and shall comply in all respects with the Tax Act

## 15.2 **Annual, General And Special Meetings Of State Centres**

- 15.2.1 Each Zone shall be entitled to send two representatives to annual, general and special meetings of the State Centre who shall be the only representatives of that Zone entitled to speak and vote upon any motion, provided they are financial members of an Affiliated Club.
- 15.2.2 Meetings of the State Centre must be held at least every four months and the State Centre is required to report to the Company on administrative, financial and policy matters and any other matter relevant to the care, conduct, control, administration or safety of outrigger canoeing.
- 15.2.3 Within fourteen (14) days of the meeting the Minutes of the meeting are to be forwarded to the Secretary of the Company, and the Secretaries of all Zones and Affiliated Clubs within the State.

## 15.3 **Quorum for State Centre Meetings**

A quorum shall be a simple majority of those persons eligible to vote at any meeting of the State Centre. Where the vote is equally divided the President shall have the casting vote.

#### **15.4 Committee Members of State Centres**

A State Centre shall consist of a President, Secretary and Treasurer (nominated by the Zones but whose final appointment is determined by the Company) and four other committee persons (or such other number as otherwise directed by the Company) all of who shall each have an equal vote and who shall be appointed as follows:-

- 15.4.1 Nominations shall be called from each Zone located within the State for the Committee positions;
- 15.4.2 Nominators and seconders of nominees shall be members of an Affiliated Club;
- 15.4.3 A ballot shall be conducted if more than the required number of people are nominated to fill such positions;
- 15.4.4 The ballot may be by secret vote or show of hands at the determination or consent of a majority of the representatives of the Zone entitled to vote; and
- 15.4.5 The Company reserves a power of veto over any such appointment.

### **16. BOARD**

#### **16.1 Members of the Board**

- 16.1.1 The Company shall have a Board.
- 16.1.2 The Board of the Company shall consist of the following:
  - 16.1.2.1 a President (who shall also be a Director of the Company);
  - 16.1.2.2 a Vice-President (who shall also be a Director of the Company);
  - 16.1.2.3 a Treasurer (who shall also be a Director of the Company);
  - 16.1.2.4 a Secretary; and
  - 16.1.2.5 up to four other Directors, or such other number as determined at an Annual General Meeting, one of whom shall be the current President of the Company Junior Development Committee (if such Committee is in existence) ("the General Directors"),

who shall at all times be members of an Affiliated Club.

- 16.1.3 The election of officers and other members of the Board shall take place in the following manner:-
  - 16.1.3.1 Two General Directors, the President and the Treasurer shall be elected in years of odd number and will have a

tenure of two years from election at which the election occurred until the conclusion of the second Annual General Meeting following

- 16.1.3.2 The Vice-President, Secretary, and two General Directors shall be elected in years of even number and will have a tenure of two years from election at which the election occurred until the conclusion of the second Annual General Meeting following;
- 16.1.3.3 as from the adoption of this Constitution, the Vice-President, Secretary and two General Directors (as nominated by the Board) shall be up for re-election in the 2014 Annual General Meeting and the President, Treasurer and the other two General Directors shall be up for re-election in the 2015 Annual General Meeting;
- 16.1.4 The nomination of officers and other members of the Board shall take place in the following manner:
  - 16.1.4.1 Any two Members of an Affiliated Club are at liberty to nominate any other Member to serve as an officer or other member of the Board;
  - 16.1.4.2 The nomination, which shall be in writing and signed by the nominated Member and his or her proposer and seconder, shall be lodged with the secretary at least fourteen (14) days before the annual general meeting at which the election is to take place;
  - 16.1.4.3 The nominations may be made by facsimile or in any other format that from time to time is permitted by the Board;
  - 16.1.4.4 Immediately proceeding the annual general meeting and, if possible, one day prior to such meeting a list of the candidates' names in surname alphabetical order, with the proposers' and seconders' names shall be posted in a conspicuous place in the office or usual place of meeting of the Company. The Company may also place such list on the Company's web site. Any failure to post any such notification shall not invalidate any nomination of subsequent voting;
  - 16.1.4.5 Balloting lists shall be prepared (if necessary) containing the names of the candidates in surname alphabetical order, and each member present at the annual general meeting and entitled to vote shall be entitled to vote for any number of such candidates not exceeding the number of vacancies;
  - 16.1.4.6 Voting shall be by secret ballot unless the meeting otherwise consents and agrees;
  - 16.1.4.7 Should, at the commencement of such meeting, there be an insufficient number of candidates nominated,

nominations may be taken from the floor of the meeting and must be seconded.

## 16.2 **CEO**

16.2.1 Subject to the By Laws, the Board may appoint any person to the position of Chief Executive Officer of the Company for the period and on such terms as the Board sees fit.

16.2.2 The Board may confer on the Chief Executive Officer any of the powers the Board can exercise and may delegate.

16.2.3 If the Board has reasonable cause it may at any time revoke or vary the appointment of, or any of the powers conferred on, the Chief Executive Officer.

16.2.4 If the Chief Executive Officer becomes incapable of acting in that capacity the Board may appoint any other person, not being a Director, to act temporarily as the Chief Executive Officer until such time as the position can be permanently filled.

16.2.5 Such Chief Executive Officer must report to the Board at each Board Meeting.

## 16.3 **Intentionally Deleted**

## 16.4 **Secretary of the Company**

16.4.1 The secretary of the Company shall be entitled to vote and shall be a person who is:

16.4.1.1 a Member of the Company appointed to that position at the Annual General Meeting; or

16.4.1.2 a Member of the Company appointed by the Board as secretary to fill a vacancy; and

16.4.1.3 resides in Australia.

16.4.2 If a vacancy happens in the office of secretary, the members of the Board must appoint or elect a secretary within 1 month after the vacancy happens.

## 16.5 **Removal of a Board Member**

16.5.1 The removal of any member of the Board shall be determined by a vote of the Members present at a general meeting called for that purpose and/or any other purpose by a majority of the members of the Board.

16.5.2 Any member of the Board who fails to attend three consecutive meetings without the consent of the Board or reasonable excuse may be removed from office by the vote of the majority of the members of the Board after that member has been given the opportunity to fully present his or her case.

## 16.6 Vacancies on the Board

- 16.6.1 Any member of the Board may resign from membership of the Board at any time by giving notice in writing to the secretary and such resignation shall take effect at the time such notice is received by the secretary unless a later date is specified in the notice at which time when it shall take effect.
- 16.6.2 The office of a Director is vacated:
- 16.6.2.1 upon a Director becoming an insolvent under administration, suspending payment of creditors, or compounding with or assigning the Director's estate for the benefit of creditors;
  - 16.6.2.2 upon a Director becoming a person of unsound mind or is a patient under laws about mental health, or whole estate is administered under laws about mental health;
  - 16.6.2.3 upon a Director being absent from meetings of the Board for three consecutive calendar months without leave of absence from the Board where the Board has not, within 14 days of having been served by the Secretary with a notice giving particulars of the absence, resolved that leave of absence be given;
  - 16.6.2.4 upon a Director resigning office by written notice to the Company;
  - 16.6.2.5 upon a Director being removed from office under the corporations Act; or
  - 16.6.2.6 upon a Director being prohibited from being a director by reason of the operation of law.
- 16.6.3 Any office of a Director that is vacated under Clause 16.6.2 above will be a casual vacancy for the purpose of Clause 16.6.4.
- 16.6.4 The Board shall have power at any time to appoint any Individual Member willing to fill any casual vacancy on the Board until the next annual general meeting. The Board shall have unfettered discretion as to the method of, or whom it so appoints;
- 16.6.5 The continuing members of the Board may act notwithstanding any casual vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of the Board, the continuing members may act for the purpose of increasing the number of members of the Board to that number or of summoning a general meeting of the Company, but for no other purpose.

## Functions of the Board

- 16.7.1 Except as otherwise provided by this Constitution or any rules, regulations or by-laws and subject to resolutions of the members of the Company carried at any general meeting the Board shall;

- 16.7.2 Have the general control and management of the administration of the affairs, property, assets, books and funds of the Company; and
- 16.7.3 Have authority to interpret the meaning of this Constitution or any Rules, Regulations or By-Laws and any matter relating to the Company on which this Constitution is silent;
- 16.7.4 Provide for the safe custody of books, records, documents, instruments of title and securities of the Company.

## **17 POWERS OF THE BOARD**

### **17.1 General**

The Board shall exercise all such powers and do all such things as may be exercised or done by the Company to save those that are required by these rules or by any statute for the time being in force to be exercised or done by the Company in general meeting.

### **17.2 By-Laws, Rules and Regulations**

17.2.1 The Board shall have power to make alter and repeal any such By-Laws, Rules and Regulations as they may deem necessary, expedient or convenient for the proper conduct and management of the Company and in particular but not exclusively they may by such By-Laws, Rules and Regulations regulate:

17.2.1.1 entrance fees, subscriptions and other charges;

17.2.1.2 penalties for the breach of any By-Laws or any Rules or Regulations of the Company including, without limitation cancelling or suspending memberships;

17.2.1.3 the procedure at general meetings, meetings of the Board and meetings of any class of members (but not so as to conflict with any provisions of these Rules); and

17.2.1.4 generally all such matters as are commonly the subject matter of Company Rules.

17.2.2 The Board shall in accordance with clause 21.8 of this Constitution, bring to the notice of Members the Company's By-Laws, Rules and Regulations together with any amendments and/or repeals.

17.2.3 All By-Laws, Rules and Regulations shall be binding upon all Members of the Company so long as they are in force;

17.2.4 No By-Law, Rule or Regulation shall be inconsistent with or shall affect or repeal anything contained in the Constitution or Rules of the Company; and

17.2.5 Any By-Law, Rule or Regulation may be set aside by a special resolution of a general meeting of the Company.

### **17.3 Conflicts of Interest**



- 17.3.1 A Director is entitled to hold another office with the Company, or to be remunerated for other work (including professional work) by the Company, despite being a Director. This does not apply in relation to the office or work of an auditor.
- 17.3.2 A Director is not disqualified from office by reason of entering into a contract or arrangement with the Company or having an interest in a contract or arrangement with the Company, nor is any such contract or arrangement void or liable to be avoided.
- 17.3.3 A Director does not have to account to the Company for any profit arising from a contract or arrangement with the Company merely because of being a Director and having a fiduciary duty to the Company.
- 17.3.4 A Director must disclose an interest in any contract or arrangement with the Company as required by the Act.
- 17.3.5 If a Director complies with the law and this Constitution in relation to disclosing an interest:
  - 17.3.5.1 the Director may not vote on whether the company enters into the contract or arrangement;
  - 17.3.5.2 the contract or arrangement may be entered into;
  - 17.3.5.3 the Director may participate in the execution of the contract; and
  - 17.3.5.4 the Director may not vote on matters involving the contract.

#### **17.4 Meetings of the Board**

- 17.4.1 The Board shall meet at least once every three months to exercise its functions;
- 17.4.2 The Board shall perform all duties and functions as are required by this Constitution to be performed by the Company;
- 17.4.3 All acts performed or things done which are subsequently ratified by a meeting of the Board or of a sub-committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or sub-committee will be deemed valid as if every such person had been duly appointed and was qualified to be a member of the Board or sub-committee;
- 17.4.4 A resolution in writing signed by all the members of the Board for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Board;
- 17.4.5 A special meeting of the Board shall be convened by the secretary on a request in writing signed by not less than one-third of the members

of the Board and shall clearly state the reasons why a special meeting is being convened and the nature of the business to be transacted;

- 17.4.6 A quorum for the Board shall be one half plus one of the number of members elected and/or appointed to the Board as at the close of the last general meeting of the Members unless otherwise provided for in this Constitution;
- 17.4.7 If within half an hour from the time appointed for the commencement of a Board meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Board, shall lapse. In any other case it shall stand adjourned to 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 Board 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 shall lapse;
- 17.4.8 The President shall preside as Chairperson at every meeting of the Board, or if there is no President, or if at any meeting he or she is not present within ten minutes after the time appointed for holding the meeting, the Vice-President shall be Chairperson or if the Vice-President is not present at the meeting then the members may choose one of their number to be Chairperson of the meeting;
- 17.4.9 Subject to this Constitution, the Board may meet together and regulate its proceedings as it thinks fit provided that questions arising at any meeting of the Board shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative;
- 17.4.10 A member of the Board shall not vote in respect of any contract or proposed contract or matter or dealing with the Company in which he or she or any relative is interested, or any matter arising therefrom, or on any matter where a conflict of interest could be possible;
- 17.4.11 Not less than fourteen (14) days notice shall be given by the secretary of the Company to members of the Board of any special meeting of the Board. Such notice shall clearly state the nature of the business to be discussed;

## **17.5 Delegation of Powers of the Board**

- 17.5.1 The Board may delegate any of its powers to a sub-committee consisting of such Members of the Company as the Board thinks fit. Any sub-committee so formed shall in the exercise of the delegated powers conform to any regulations that may be imposed on it by the Board.
- 17.5.2 A sub-committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their numbers to be Chairperson of the meeting.
- 17.5.3 A sub-committee may meet and adjourn as it thinks proper.

- 17.5.4 Questions arising at any meeting of a sub-committee shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.

## 18 NOTICES

- 18.1 A notice shall be deemed to be given by the Company to any member where such notice is given personally in writing or by sending it by post, fax or e-mail addressed to them at the address shown on the membership register or the address given by them within Australia for the purpose of:

18.1.1 Committee Management Meetings;

18.1.2 General Meetings;

18.1.3 Annual General Meetings;

18.1.4 Special General Meetings;

18.1.5 the Company's business;

18.1.6 any new By-Law, Rule or Regulation and or amendment or repeal.

- 18.2 A Notice by post will be deemed given 48 hours after posting by properly addressing, preparing and posting such notice in a prepaid envelope to the address on the membership register or the address given by them within Australia.

- 18.3 A Notice by email will be deemed given 24 hours after it is sent by email. The Notice will not be deemed to have been served if within 24 hours of being sent, the sender receives a notification from either the sender's mail server or the recipient's mail server indicating that the message has not been sent and/or received.

### 18.4 Time For Giving Notices

18.4.1 In the case of an Annual General Meeting twenty-one (21) days clear notice must be given.

18.4.2 In the case of a Special General Meetings fourteen (14) days clear notice must be given.

18.4.3 In the case of a General Meeting fourteen (14) days clear notice must be given.

18.4.4 In respect of all other meetings the Board may decide the time and manner in which the notice of the meeting shall be given.

18.4.5 All notices of meetings must be specify the date, time, place and business to be transacted at that meeting.

18.4.6 The accidental omission to give notice to or the non-receipt of notice by any member entitled thereto, shall not invalidate the proceedings of any general meetings.

## 19 ANNUAL GENERAL MEETINGS

- 19.1 The Annual General Meeting of the Company shall be at such time and at such place as the Board may determine from time to time;
- 19.2 The Secretary shall convene such meetings by giving at least 21 days notice to each Affiliated Club, State Centre and Zone;
- 19.3 The Company shall determine in its' absolute discretion the method for the holding of such meeting;
- 19.4 The annual general meeting shall be held, at least once every year and not more than six months after the end of the Companys previous financial year;
- 19.5 The business to be transacted at every annual general meeting shall be: -
- 19.5.1 the receiving of the Board's report and the statement of income and expenditure, assets and liabilities and balance sheets, list of assets, and mortgages, charges and securities affecting the property of the Company for the preceding financial year;
  - 19.5.2 the receipt of any report from the Junior Development Committee, any sub-committee or any other report considered appropriate to keep the members fully informed of the activities of the Company during the year;
  - 19.5.3 the receiving of the auditor's report upon the books and accounts for the preceding financial year;
  - 19.5.4 the election of members of the Board;
  - 19.5.5 the appointment of an auditor.
- 19.6 **Persons Entitled To Vote at Annual General Meetings**
- 19.6.1 Each Zone shall be entitled to nominate three financial members of Affiliated Clubs, to represent the Zone and who shall be entitled to speak and to vote upon election of officers and any other matters.
- 19.7 **Conduct of Annual General Meetings**
- 19.7.1 The President shall appoint a person (who does not have to be a member) to chair the meeting during the election of office bearers.
- 19.7.2 If a quorum is not present within 30 minutes after the time fixed for a annual general meeting, the meeting is to be adjourned to: -
- 19.7.2.1 the same time and place in the next week; or
  - 19.7.2.2 to a day, time and place as decided by the Board
- 19.7.3 If at an adjourned meeting, a quorum is not present within 30 minutes after the time fixed for the meeting, the meeting shall be dissolved;

## 20 SPECIAL AND GENERAL MEETINGS

- 20.1 A general meeting of the Company shall be at such time and at such place as the Board may determine from time to time.
- 20.2 The Secretary may only call a special general meeting by giving each State Centre, Zone and Affiliated Club at least 14 days notice of the holding of such a meeting.
- 20.3 The Company shall determine in its absolute discretion the method for the holding of special and general meetings.
- 20.4 Subject to the Act, a special meeting must be called by the Secretary: -
- 20.4.1 within 14 days after being directed to call a general or special meeting by the Board; or
  - 20.4.2 after being given a written request signed by: -
    - 20.4.2.1 at least 30% of Affiliated Clubs;
    - 20.4.2.2 30 Individual Members;
    - 20.4.2.3 at least 33% of the members of the Board.
- 20.5 A notice to call a special meeting must clearly state the reasons why such a special general meeting is being convened and the nature of the business to be conducted or transacted thereat and any motions proposed to be put to such meeting. The meeting may move motions for voting on from the floor.

## 21 QUORUM FOR MEETINGS

- 21.1 The number of persons required to constitute a quorum for an annual general, general or special meeting shall be more than half of the representatives of Zones appointed pursuant to clause 14.2.1 of this Constitution.
- 21.2 No business shall be transacted at any general or special meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 21.3 If a quorum is not present within 30 minutes after the time fixed for a general or special meeting called on the request of Board, the Members present will be deemed a quorum.
- 21.4 If a quorum is not present within 30 minutes after the time fixed for a general or special meeting called by 30 Members of the Company, the meeting will be deemed to have lapsed is to be adjourned to: -
- 21.4.1 the same time and place in the next week; or
  - 21.4.2 to a day, time and place as decided by the Board
- 21.5 The chairperson may, with the consent of any meeting at which a quorum is present, and must if directed by a majority of the meeting, adjourn the meeting from time to time and from place to place.

- 21.6 If a meeting is adjourned either with consent or at the request of a majority of the meeting only the business left unfinished at the meeting from which the adjournment took place may be conducted at the adjourned meeting.
- 21.7 The secretary is not required to give the members or any other party notice of an adjournment or of the business to be conducted at an adjourned meeting unless a meeting is adjourned for more than 30 days.
- 21.8 If a meeting is adjourned for more than 30 days, notice of the adjourned meeting must be given in the same way notice is given for the original meeting.
- 21.9 If at an adjourned meeting, a quorum is not present within 30 minutes after the time fixed for the meeting, the meeting shall be deemed to have lapsed.

## **22 CONDUCT OF MEETINGS GENERALLY**

- 22.1 The President shall preside as Chairperson of every, or if there is no President, or if he or she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be the Chairperson or if the Vice-President is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act then the members who are present and entitled to vote shall elect one of their number to be Chairperson of the meeting.
- 22.2 The Chairperson shall maintain order and conduct the meeting in a proper and orderly manner.
- 22.3 Every Member present, and entitled to vote shall be entitled to one vote only and if the votes, are equal the Chairperson has no casting vote. If equal number of votes are received the matter shall be decided in the negative.
- 22.4 A Member is not entitled to vote at any annual, general or special meeting if his or her annual subscription is in arrears as at the date of the meeting.
- 22.5 Voting may be by show of hands or a division of Members, unless at least 20% of the Members present and who are entitled to vote demand a ballot, in which event there shall be a secret ballot.
- 22.6 If a secret ballot is held, the chairperson must appoint 2 people who do not necessarily have to be entitled to vote at the meeting to conduct the secret ballot in the way the chairperson decides.
- 22.7 The result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the meeting of which the ballot was held.
- 22.8 The Company does not allow proxy voting.
- 22.9 The secretary must ensure full and accurate minutes of all questions, matters, business, resolutions voting results (including abstentions) and other relevant proceedings of each meeting are entered in a minutes book.
- 22.10 The secretary must ensure that the minute book for each meeting is open for inspection by any financial member who previously applies to the secretary for the inspection. A member (except as required by law - in which case the member

shall pay the reasonable costs of such copying) shall not be entitled to copy such minute book.

- 22.11 To ensure the accuracy of the minutes as recorded the minutes of each meeting must be signed by the chairperson of the meeting or in the case of the minutes being distributed by any electronic or other means the chairperson may verify their accuracy by any other acceptable means approved by the Company from time to time;
- 22.12 Any meeting (no matter how it is held) may be recorded by electronic or any other means and this Constitution shall be deemed to be every Members consent and agreement to the electronic or other recording of any meeting to which they attend or participate.
- 22.13 Nothing in this constitution shall be taken to prevent a Member from attending at an annual, general or special meeting subject always to proper procedures and the right of the chairperson to control such meeting which shall include, inter alia, the right to eject a person or Member from such meeting and any other reasonable order, request, power or direction of the chairperson.
- 22.14 In this division a Member includes a person attending as a proxy or representing a State Centre or Zone.

## **23 INCORPORATION**

- 23.1 The Company shall be incorporated and be registered as a Registrable Australian Body under the Corporations Act.
- 23.2 The registered address of the Company shall be that address notified from time to time by the Secretary to ASIC or such other department or organisation authorised to control the registration of the Company and similar other groups.

## **24 FINANCES AND THE APPLICATION OF INCOME**

- 24.1 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company
- 24.2 Except as prescribed in this Constitution: -
- 24.2.1 the income, property or assets (nor any portion of the same) of the Company shall never be paid, transferred, given or in any way distributed, whether directly or indirectly and whether by way of dividend, bonus or otherwise to any Member;
- 24.2.2 Nothing contained in this clause shall prevent payment in good faith to any Member: -
- 24.2.2.1 For any services actually rendered to the Company whether as an employee, volunteer or otherwise;
- 24.2.2.2 For goods supplied to the Company in the ordinary and usual course of business;

- 24.2.2.3 Reimbursement for any cost, expense or liability incurred by any Member;
  - 24.2.2.4 To cover any cost, expenditure, allowance or liability a member may be required to incur in undertaking anything on behalf of the Company;
  - 24.2.2.5 For interest on money borrowed from any Member provided that such interest is charged and calculated at no more than normal commercial rates;
  - 24.2.2.6 For rent or other consideration for premises demised or let by any Member to the Company;
  - 24.2.2.7 Or any out-of-pocket expenses incurred by a member on behalf of the Company;
  - 24.2.2.8 For any other reasons;
- 24.3 For the purpose of this clause the Company shall be deemed to be acting 'in good faith' if such payment is for an amount being reasonably comparable to normal commercial rates or arrangements or lesser and after taking into account any urgency.
- 24.4 All moneys shall be deposited as soon as practicable after receipt thereof.
- 24.5 All amounts of one hundred dollars or over shall be paid by cheque signed by any two of the President, Secretary, Treasurer or other member authorised from time to time by the Board, or by electronic transactions.
- 24.6 Cheques shall be crossed "not negotiable" except those in payment of wages, allowances, reimbursement or petty cash recoupment which may be open.
- 24.7 The Board shall determine the amount of petty cash, which shall be kept, on the imprest or such other acceptable and proper accounting system.
- 24.8 All expenditure shall be approved prior to payment or it must be subsequently ratified by the Board for such payment to constitute an approved and proper payment or expense of the Company.

## 25 FUNDS AND ACCOUNTS

- 25.1 The funds of the Company shall be deposited in the name of the Company in such bank, building society or financial institution as the Board may, from time to time, direct.
- 25.2 Proper books and accounts shall be kept and maintained in either written, printed, electronic or any other acceptable form in the English language showing correctly the financial affairs of the Company and the particulars usually shown in books, accounts and statements of a like nature. All records shall be of sufficient detail to enable the Company to comply with all its' legal, including taxation responsibilities and obligations.



25.3 The Company shall keep and maintain as required by the New Tax System (Goods and Services Tax) Act 1999 all necessary records, reports and documents.

25.4 As soon as practicable after the end of each financial year the Treasurer shall cause to be prepared a statement containing particulars of: -

25.4.1 the income and expenditure for the financial year just ended; and

25.4.2 the assets and liabilities and of all mortgages, charges and securities affecting the property of the Company at the close of that year.

25.5 If, at any Annual General Meeting it is decided to appoint an Auditor for the Company the auditor shall have access to all books, accounts, records and documents of the Company and shall provide an audit report to the secretary relating to the finances of the Company. The report must be provided to the secretary before the next annual general meeting following the financial year for which the audit was made.

## **26 FINANCIAL YEAR**

The financial year of the Company shall close on the last day of June in each year.

## **27 COMMON SEAL**

27.1 The Board shall provide for a Common Seal and for its safe custody. The Common Seal shall only be used by and with the authority of the Board and every instrument to which the seal is affixed shall be signed by a member of the Board and shall be countersigned by the secretary or by a second member of the Board or by some other person appointed by the Board for the purpose.

27.2 The Company may execute any document or thing in any other manner as otherwise allowed by law.

27.3 The Company may sign a document without a seal, including a deed, by having the document signed by:

27.3.1 two Directors; or

27.3.2 a Director and the Secretary.

## **28 INDEMNITY AND INSURANCE**

### **28.1 Indemnity**

28.2 Each officer and former officer of the Company (and, if the company approves it in general meeting, an employee, authorised agent, auditor or general adviser of the Company) is entitled to an indemnity from the company against any liability, loss or expense incurred as an officer of the Company (or in the other relevant capacity). However, this indemnity only applies if one off the following conditions is satisfied:

28.2.1 the liability, loss or expense is to another person (except the Company or related body corporate) and does not arise out of conduct involving a lack of good faith;

28.2.2 the liability is for costs and expenses incurred either:

28.2.2.1 in defending civil or criminal proceedings in which judgment is given in favour of the person or the person is acquitted; or

28.2.2.2 in connection with an application in relation to those proceedings in which the court grants relief to the person under the Act.

### **28.3 Insurance Policy**

28.4 To the extent permitted by the Act, the Company may, at the Directors' discretion, enter into and pay for a policy of insurance insuring an officer or former officer against any liability incurred as an officer or employee of the Company. However, this does not apply in relation to either of the following liabilities:

28.4.1 a liability arising out of conduct involving a wilful breach of duty in relation to the Company;

28.4.2 a contravention of section 182 or 183 of the Act

28.5 An officer or former officer who is entitled to an indemnity under the insurance policy entered into by the Company is not entitled to an indemnity from the Company, except to the extent that the policy does not fully indemnify him or her.

## **29 ADDITION, ALTERATION, AMENDMENT OR REPEAL OF THIS CONSTITUTION**

No addition, alteration, amendment or repeal shall be made to this Constitution unless the same has been approved by Special Resolution at a General meeting of the Company and ratified and accepted by and registered with ASIC as may be required from time to time.

Adopted \_\_\_\_\_

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