

**SURFING NEW SOUTH WALES INCORPORATED  
Y0988926**

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**CONSTITUTION**

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**ASSOCIATIONS INCORPORATION ACT (2009) (NSW)**

**CONSTITUTION**

**OF**

**SURFING NEW SOUTH WALES INCORPORATED**

**PART I — OBJECTS, POWERS AND INTERPRETATION**

**1. NAME OF ASSOCIATION**

The name of the association is Surfing New South Wales Incorporated (“**Association**”).

**2. OBJECTS OF ASSOCIATION**

The Association is the peak body for the administration of the Sport in New South Wales. The objects for which the Association is established and maintained (**Objects**) are to:

- (a) provide for the conduct, encouragement, promotion and administration of surfing throughout NSW;
- (b) ensure the maintenance and enhancement of the Association, its Members and surfing, its standards, quality and reputation for the benefit of the Members and surfing;
- (c) at all times promote mutual trust and confidence between the Association and the Members in pursuit of these Objects;
- (d) conduct, encourage, promote, advance, control and manage all levels of the Sport in the State interdependently with Members and others;
- (e) recognise SA as the ISA recognised national federation for the Sport in Australia and to act as a member of SA in accordance with the Statutes and Regulations and the SA constitution;
- (f) recognise surfing values and the implications on surfing in recreational and natural resource planning and management;
- (g) represent the interests of its Members and of surfing generally in any appropriate forum in NSW, Australia and internationally;
- (h) actively support the preservation and conservation of the environment, and join with or affiliate with bodies or organisations concerned with the conservation and preservation of the environment;
- (i) conduct state competitions and arrange for the conduct of state championships and the selection of state teams and squads and create rules and regulations for their conduct;
- (j) encourage Members to realise their potential and athletic abilities by extending to them the opportunity of education and participation in surfing competition and to award trophies and rewards to successful competitors;

- (k) develop young surfers to compete successfully at an Australian and international level;
- (l) support the national Surfing hall of fame for the preservation, storage and exhibition of information and objects illustrating and relating to the sport of surfing;
- (m) at all times act on behalf of and in the interest of the Members and surfing; and
- (n) do all things which are necessary incidental or conducive to further the interests of the Association.

### 3. POWERS OF ASSOCIATION

Solely for furthering the Objects set out above the Association has, in addition to the rights, powers and privileges conferred on it under the Act, the legal capacity and powers of a company as set out under section 124 of the Corporations Act.

### 4. INTERPRETATION

#### 4.1 Definitions

In this Constitution unless the contrary intention appears, these words shall have the following meanings:

**“Act”** means the Associations Incorporation Act 2009 (NSW) or any other act under which the Association may be incorporated from time to time.

**“Affiliated Club”** means a club (whether incorporated, unincorporated or otherwise) which is a member of the Association in accordance with Part iii of this Constitution.

**“Annual General Meeting”** the annual General Meeting of the Association required to be held by the Association in each calendar year.

**“Appointed Director”** means a Director appointed under **clause 26**.

**“Board”** means the body consisting of the Directors under **clause 24**.

**“Board Advisor”** means a person appointed by the Board to advise the Board on specific matters in accordance with **clause 24.2**

**“By-Law”** means any by-law, regulation or policy made by the Board under **clause 33**.

**“Chief Executive Officer”** means the person who is appointed under this Constitution to carry out the duties set out in **clause 30**.

**“Committee”** means a committee established by the Board under **clause 32**.

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

**“Delegate”** means the persons elected or appointed from time to time by an Regional Association to act for and on behalf of that Regional Association and represent the Regional Association at General Meetings or otherwise.

**“Director”** means a member of the Board elected or appointed in accordance with this Constitution and includes the Elected Directors and the Appointed Directors.

**“Elected Director”** means a Director elected under **clause 25**.

**“Financial Year”** means the year commencing 1 July and ending 30 June in any year.

**“General Meeting”** means the annual or any special general meeting of the Association.

**“Individual Member”** means a registered financial individual member of the Association under Part III of this Constitution.

**“Intellectual Property”** means all rights or goodwill subsisting in copyright, business names, names, trade marks (or signs), logos, designs, patents or service marks (whether registered or registrable) relating to the Association or any event, competition or activity of or conducted, promoted or administered by the Association.

**“ISA”** means International Surfing Association.

**“Life Member”** means an individual upon whom life membership of the Association has been conferred under **clause 7.4**.

**“Member”** means a member for the time being of the Association under Part III of this Constitution.

**“Public Officer”** means a person appointed as public officer under **clause 31**.

**“Regional Association”** means an association which is a member of the Association and recognised by the Association as representing the Association in a particular geographic area.

**“SA”** means Surfing Australia, the governing body for the Sport in Australia.

**“Seal”** means the common seal of the Association and includes any official seal of the Association.

**“Special Resolution”** means a resolution passed:

- (a) at a General Meeting of the Association of which 21 days notice, accompanied by notice of intention to propose resolution as a special resolution, has been given to the Member in accordance with this Constitution; and
- (b) by at least three quarters of votes of those Regional Associations who, being entitled to vote, vote in person at the meeting.

**“Sport”** means the sport of surfing.

**“Standing Committee”** means a delegated body of the Association appointed by the Board from time to time to advise the Board on matters pertaining to particular interest groups or matters pertaining to the business of the Association

**“State”** means the State of New South Wales.

**"State Association"** means an entity recognised by SA as the peak governing body for the sport of surfing in a particular state or territory.

**"Statutes and Regulations"** means mean the constitution and internal regulations of ISA in force from time to time.

#### **4.2 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 mail.

#### **4.3 Severance**

If any provision of this Constitution or any phrase contained in them is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the rule or phrase can not be so read down it shall be severed to the extent of the invalidity or unenforceability. Such severance shall not affect the remaining provisions of this Constitution or affect the validity or enforceability of any provision in any other jurisdiction.

#### **4.4 Expressions in Act**

- (a) Except where the contrary intention appears, in this Constitution, an expression that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.
- (b) The model rules created under the Act are displaced by this Constitution and accordingly do not apply to the Association.

## **PART II REGIONAL ASSOCIATIONS**

### **5. REGIONAL ASSOCIATIONS**

#### **5.1 Recognition of Regional Associations**

The entity which is recognised as the only official representative of and controlling authority for the sport of surfing in a region from time to time (in the Board's sole discretion) is or shall be recognised as a Regional Association Member and shall administer the Sport in that particular region in accordance with the Objects of the Association. Each Regional Association shall be named according to the geographic region in which it is located.

#### **5.2 Compliance of Regional Associations**

Each Regional Association shall:

- (a) be incorporated in New South Wales;
- (b) elect or appoint 1 Delegate to represent it at General Meetings in accordance with this Constitution;
- (c) provide the Association with copies of its financial accounts (to be kept and recorded in accordance with the Act and accounting standards approved by the Board from time to time), annual report and other associated documents within 30 days of the Regional Association's annual general meeting;
- (d) adopt in principle, the objects of the Association and SA and adopt rules which reflect and which are generally in conformity with this Constitution; and
- (e) apply its property and capacity solely in pursuit of the objects of the Association, the Regional Association and the Sport;
- (f) do all that is reasonably necessary to enable the Objects of the Association to be achieved;
- (g) act in good faith and loyalty to ensure the maintenance and enhancement of the Association and the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
- (h) at all times operate with, and promote, mutual trust and confidence between the Association and the Members in pursuit of these Objects; and
- (i) at all times act on behalf of and in the interests of the Association, the Members and the Sport.

#### **5.3 Operation of Rules**

The Association and the Regional Associations agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the objects of the Association and

the Sport are to be conducted, encouraged, promoted and administered in the State;

- (b) to act in good faith and loyalty to each other to ensure the maintenance and enhancement of the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport, and its maintenance and enhancement;
- (d) to make full and proper disclosure to each other of all matters of importance to the Association and the Sport;
- (e) not to acquire a private advantage at the expense of the Association or any other Regional Association or the Sport;
- (f) to operate with mutual trust and confidence in pursuit of the Objects of the Association;
- (g) to promote the economic and sporting success, strength and stability of each other and to act interdependently with each other in pursuit of the Objects of the Association;
- (h) to act for and on behalf of the interests of the Sport, the Association and the Members; and
- (i) that should a Regional Association have administrative, operational or financial difficulties, including but not limited to where a Regional Association:
  - (i) takes or has taken or has instituted against it any action or proceeding, whether voluntary or compulsory, having as its object the winding up of the Regional Association; or
  - (ii) enters into a composition or arrangement with its creditors, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation; or
  - (iii) a mortgagee or other creditor takes possession of any of its assets,

the Association may, in its absolute discretion act to assist that Regional Association in whatever manner and on such conditions as the Association considers appropriate, including, but not limited to the appointment of an administrator.

## **6. REGIONAL ASSOCIATION CONSTITUTIONS**

### **6.1 Constitution**

The constituent documents of each Regional Association shall clearly reflect the objects of the Association and shall be in a form acceptable to the Board.

### **6.2 Amendments to Regional Association Constitutions**

- (a) Each Regional Association shall take all steps necessary to ensure its constituent documents and rules are in a form acceptable to the Board and shall ensure its documents are amended in conformity with future amendments made to this Constitution.
- (b) Regional Associations shall have 2 years from the approval of this Constitution under the Act in which to amend their constitution in accordance with this Constitution, and for such time as their constitutions do not conform shall not be unduly penalised for such non-compliance, to the extent that such non-compliance is not wilful or calculated to cause harm or prejudice to the Association.

### **6.3 Register of Members**

Each Regional Association shall maintain, in a form and with such details as are required by the Act and acceptable to the Association, a register of all Affiliated Clubs and Individual Members in its region. Subject to privacy considerations, each Regional Association shall provide a copy of the register at a time and in a form acceptable to the Association, and shall provide prompt and regular updates of that register to the Association when requested by the Board.

## **PART III - MEMBERSHIP**

## **7. MEMBERS**

### **7.1 Minimum number of Members**

The Association must have at least 5 Members.

### **7.2 Category of Members**

The Members of the Association shall consist of:

- (a) the Regional Associations, which subject to this Constitution, shall be represented by their Delegates who shall have the right to attend, debate and vote at General Meetings for and on behalf of the Regional Associations;
- (b) Affiliated Clubs, which subject to this Constitution, may appoint a representative to attend General Meetings, but have no right to debate or vote at General Meetings;
- (c) Individual Members, who subject to this Constitution, may attend General Meetings, but have no right to debate or vote at General Meetings;

- (d) Life Members, who subject to this Constitution, may attend and debate at General Meetings, but have no right to vote at General Meetings
- (e) such new categories of Members, created in accordance with **clause 7.3** below

and shall have such qualifications as the Board may determine from time to time.

### 7.3 Creation of New Categories

The Board has the right and power from time to time to create new categories of membership with such rights, privileges and obligations as are determined applicable (other than voting rights), even if the effect of creating a new category is to alter rights, privileges or obligations of an existing category of Members. No new category of membership may be granted voting rights.

### 7.4 Life Members

- (a) The Board or any Regional Association may nominate a person who has rendered distinguished or special service to the Sport at the State level, for life membership. The nomination must be on the prescribed form (if any) and must be submitted to the Chief Executive Officer highlighting all details of service rendered at least 60 days before the date set down for the Annual General Meeting.
- (b) The nomination for Life Member shall be considered at the Annual General Meeting. Current Directors, as well as Delegates representing the Regional Associations shall be entitled to vote on a motion to confer life membership which must be passed by Special Resolution. The vote on such resolution will be taken by secret ballot.
- (c) Conditions, obligations and privileges of life membership shall be as prescribed in the By-Laws.

### 7.5 Individual Members

- (a) To remain a Member, all Individual Members must:
  - (i) renew their membership, affiliation, accreditation or registration with their Regional Association or the Association in accordance with the procedures applicable from time to time;
  - (ii) otherwise remain a member, affiliated, accredited or registered with their Regional Association or the Association in accordance with the procedures applicable from time to time; and
  - (iii) pay such fees as may be prescribed by their respective Regional Association or the Association in respect of their membership, affiliation, accreditation or registration, from time to time.
- (b) In addition to the effect of membership set out in **clause 12**, an Individual Member is bound by, and must comply with, this Constitution, the By-Laws and the SA constitution.

- (c) An Individual Member is entitled to any benefits of membership prescribed to apply to Individual Members in the By-Laws.

## **7.6 Affiliated Clubs**

- (a) Subject to clause 9, at the time of adoption of this Constitution, the Affiliated Clubs of the Association shall be those incorporated entities recognised by the Association as Affiliated Clubs.
- (b) Affiliated Clubs will:
  - (i) have objects that align with the Association's Objects and do all that is reasonably necessary to enable the Association's Objects to be achieved;
  - (ii) affiliate with the relevant Regional Association;
  - (iii) effectively promulgate and enforce this Constitution, the SA constitution and the Statutes and Regulations;
  - (iv) at all times act for and on behalf of the interests of the Association, the Members and the Sport;
  - (v) be responsible and accountable to the Association for fulfilling its respective obligations under the Association's strategic plan as revised from time to time;
  - (vi) provide the Association with copies of its audited accounts, annual report and associated documents immediately following its annual general meeting;
  - (vii) provide the Association with copies of its business plans and budgets from time to time and within 14 days of request by the Board;
  - (viii) be bound by this Constitution, the SA constitution and the Statutes and Regulations;
  - (ix) act in good faith and loyalty to maintain and enhance the Association and the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
  - (x) at all times operate with, and promote, mutual trust and confidence between the Association and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;
  - (xi) maintain a database of all Individual Members Registered with it in accordance with this Constitution and provide a copy to the Association upon request from time to time by the Board in such means as may be required; and
  - (xii) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and development.
- (c) Each Affiliated Club must:

- (i) advise the Association as soon as practicable of any serious administrative, operational or financial difficulties the Affiliated Club is having;
- (ii) assist the Association in investigating those issues; and
- (iii) cooperate with the Association in addressing those issues in whatever manner, including by allowing the Association to appoint an administrator to conduct and manage the Affiliated Club's business and affairs, or to allow the Association itself to conduct itself all or part of the business or affairs of the Affiliated Club and on such conditions as the Association considers appropriate. The Association is not obliged to act under this clause.

## **8. GENERAL**

- (a) No Member whose membership ceases has any claim against the Association or the Board for damages or otherwise arising from cessation or termination of membership.
- (b) A right, privilege or obligation of a Member by reason of their membership of the Association is not capable of being transferred or transmitted to another Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (c) Members must treat all staff, contractors and representatives of the Association and all other Members with respect and courtesy at all times.
- (d) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and/or interests of the Association or the Sport.

## **9. AFFILIATED CLUBS AND INDIVIDUAL MEMBERS**

### **9.1 Deeming Provisions**

- (a) All persons who were individual members (howsoever described) of a Regional Association prior to the time of approval of this Constitution under the Act, shall be deemed Individual Members from the time of approval of this Constitution under the Act, and will be entitled to such benefits as are conferred on them by the Association, whether directly or indirectly.
- (b) All Affiliated Club members (howsoever described) of Regional Associations prior to the time of approval of this Constitution under the Act, shall be deemed Affiliated Clubs from the time of approval of this Constitution under the Act, and will be entitled to such benefits as are conferred on them by the Association, whether directly or indirectly.
- (c) The Regional Associations shall, whenever requested by the Association and subject to privacy considerations, provide to the Association, such details of Individual Members, Affiliated Clubs as are required by the Association under this Constitution.

## 9.2 Application for Membership

- (a) An application for membership by an Individual Member must be:
  - (i) in writing on the form prescribed from time to time by the Board (if any), from the applicant and lodged with the Association (or its delegate); and
  - (ii) accompanied by the appropriate fee (if any).
- (b) An application for membership by an Affiliated Club must be:
  - (i) in writing on the form prescribed from time to time by the Board (if any), from the applicant and lodged with a Regional Association; and
  - (ii) accompanied by the appropriate fee (if any).

## 9.3 Discretion to Accept or Reject Application

- (a) The Association (or a Regional Association in the case of an application under 9.2(b)) may accept or reject an application and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Association or a Regional Association accepts an application, the applicant shall become a Member. Membership of the Association shall be deemed to commence upon acceptance of the application by the Board or relevant Regional Association. The Chief Executive Officer shall amend the register of Members accordingly as soon as practicable.
- (c) Where the Association or a Regional Association rejects an application the Association or relevant Regional Association shall refund any fees forwarded with the application and the application shall be deemed rejected by it.

## 9.4 Membership Renewal

In order to remain Members, Individual Members, Affiliated Clubs and Regional Associations must:

- (a) renew their membership with the Association annually;
- (b) otherwise remain registered financial members of the Association in accordance with the procedures applicable from time to time; and
- (c) must pay the annual fees prescribed by the Association from time to time (if any).

## 10. SUBSCRIPTIONS AND FEES

- (a) The annual membership subscription (if any), fees and any levies payable by Members (or any category of members) to the Association, the basis of, the time for and manner of payment shall be as determined by the Board from time to time.

- (b) Each Member must pay to the Association the amounts determined under clause 10(a) in accordance with that clause.
- (c) Any Member which or who has not paid all monies due and payable by that Member to the Association shall (subject to the Board's discretion) have all rights under this Constitution immediately suspended from the expiry of the time prescribed for payment of those monies. Such rights will be suspended until such time as the monies are fully paid or otherwise in the Board's discretion. In the meantime, the Member shall have no automatic right to resign from the Association, and shall be dealt with in the Board's discretion, which includes the right to expel, suspend, disqualify, fine, discipline or retain that Member as a Member, or impose such other conditions or requirements as the Board considers appropriate.
- (d) Where a Member is in arrears for any amount:
  - (i) The Board may resolve that the Association enter an arrangement with the Member for the payment of the amount; and
  - (ii) any arrangement must be disclosed to other Members entitled to vote, but does not require their approval.

## **11. REGISTER OF MEMBERS**

### **11.1 Chief Executive Officer to Keep Register**

The Chief Executive Officer shall keep and maintain a register of Members in which shall be entered such information as is required under the Act from time to time.

### **11.2 Inspection of Register**

Having regard to confidentiality considerations, an extract of the register, excluding the address of any Delegate, Life Member or Individual Member shall be available for inspection (but not copying) by Members, upon reasonable request.

## **12. EFFECT OF MEMBERSHIP**

- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the By-Laws and the constitution and by-laws of SA;
  - (ii) they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
  - (iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Association and SA;
  - (iv) this Constitution is made in pursuit of a common object, namely the mutual and collective benefit of the Association, the Members and the sport of surfing;

- (v) this Constitution and By-Laws are necessary and reasonable for promoting the objects of the Association and particularly the advancement and protection of the sport of surfing; and
- (vi) they are entitled to all benefits, advantages, privileges and services of Association membership.

### **13. DISCONTINUANCE OF MEMBERSHIP**

#### **13.1 Cessation**

A person ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) the termination of their Membership according to this Constitution or the By-laws;
- (d) if a body corporate, being dissolved or otherwise ceasing to exist; or
- (e) that Member no longer meeting the requirements for Membership according to this Constitution and/or the By-Laws.

#### **13.2 Notice of Resignation**

Subject to this Constitution any Member which has paid all monies due and payable to the Association and has no other liability (contingent or otherwise) to the Association may resign from the Association by giving 30 days' notice in writing to the Association of such intention to withdraw or resign and upon the expiration of that period of notice, the Member shall cease to be a Member. A Life Member who has paid all monies due and payable to the Association may resign by notice in writing with immediate effect.

#### **13.3 Expiration of Notice Period**

Subject to clause 13.5, upon the expiration of any notice period applicable under clause 13.2 an entry, recording the date on which the Member who or which gave notice ceased to be a Member shall be recorded in the register.

#### **13.4 Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Association or the Board and its property including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately.

#### **13.5 Membership may be Reinstated**

Membership which has lapsed, been withdrawn or terminated under this Constitution may be reinstated at the discretion of the Board, on application in accordance with this Constitution and otherwise on such conditions as it sees fit.

### **13.6 Cessation of Membership**

Where a Regional Association ceases to be a Member in accordance with this Constitution or the Act, the Individual Members, Affiliated Clubs and Regional Associations of that Regional Association may cease or remain Members to the extent (if any) and for such time (if any) as is determined in the sole discretion of the Board.

## **14. DISCIPLINE OF MEMBERS**

### **14.1 Disciplinary Action**

Where the Board is advised of an allegation (not being vexatious, trifling or frivolous) or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any resolution or determination of the Board or any duly authorised committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association and/or the Sport, or another Member; or
- (c) brought themselves, another Member, the Association or the Sport into disrepute;

the Board may commence or cause to be commenced disciplinary proceedings against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms (if any) of the Association set out in the By-Laws.

Such grounds do not constitute a Grievance and clause 43 does not apply.

The Board may appoint a judiciary committee to deal with any disciplinary matter referred to it, Such a judiciary committee shall operate under the principles and in accordance with the procedures set down by the Board from time to time.

## **PART IV - GENERAL MEETINGS**

## **15. DELEGATES**

### **15.1 Appointment of Delegates**

Each Regional Association shall appoint 1 Delegate for such term as is deemed appropriate by the Regional Association. A Delegate must:

- (a) be an Individual Member;
- (b) be appropriately empowered by the appointing Regional Association to consider, make decisions and vote at General Meetings;
- (c) not be a Director.

### **15.2 Regional Association to Advise**

Each Regional Association shall, at least 48 hours prior to any General Meeting, advise the Chief Executive Officer of its appointed Delegate.

## **16. GENERAL MEETINGS**

- (a) An Annual General Meeting of the Association shall be held in accordance with the provisions of the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

## **17. NOTICE OF GENERAL MEETING**

### **17.1 Notice of General Meetings**

- (a) Notice of every General Meeting shall be given to all Members entitled to receive notice at the address appearing in the register kept by the Association.
- (b) At least 45 days prior to the proposed date of the Annual General Meeting, the Chief Executive Officer will request from Regional Associations notices of motion, which must be received no less than 28 days prior to the Annual General Meeting.
- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
  - (i) all information required to be included in accordance with the Act;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Regional Association or Director; and
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

### **17.2 Entitlement to Attend General Meeting**

Notwithstanding any other clause in this Constitution, no Member shall be represented at, or take part in a General Meeting, unless all monies (including, but not limited to those set in accordance with clause 10) then due and payable to the Association are paid, unless otherwise determined by the Board in its discretion.

## **18. BUSINESS**

### **18.1 Business of General Meetings**

- (a) The business to be transacted at the Annual General Meeting includes the matters set out in the notice of meeting, plus consideration of accounts, reports of the Board (including in relation to the activities of the Association during the last preceding Financial Year) and auditors and the election of Directors and Life Members.

- (b) All business that is transacted at a General Meeting, and also all that is transacted at the Annual General Meeting, with the exception of those matters set out in clause 18.1 shall be special business, 'Special business' is business of which a notice of motion has been submitted in accordance with clause 17.1(b).

## **18.2 Business Transacted**

No business other than that stated on the notice shall be transacted at a General Meeting.

## **19. SPECIAL GENERAL MEETINGS**

### **19.1 Special General Meetings May be Held**

The Board may, whenever it thinks fit, convene a Special General Meeting of the Association and, where, but for this clause more than 15 months would elapse between Annual General Meetings or required to do so under the Act, shall convene a Special General Meeting before the expiration of that period.

### **19.2 Requisition of Special General Meetings**

- (a) The Board shall on the requisition in writing of the majority of Regional Associations convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Regional Associations making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by 1 or more of the Regional Associations making the requisition.
- (c) If the Board does not cause a Special General Meeting to be held within 3 months after the date on which the requisition is sent to the Association, the Regional Associations making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after that date.
- (d) A Special General Meeting convened by Regional Associations under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

## **20. PROCEEDINGS AT GENERAL MEETINGS**

### **20.1 Cancellation or postponement of General Meeting**

Where a General Meeting (including an Annual General Meeting) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

- (a) Regional Associations according to the Act;
- (b) the Directors at the request of Members; or
- (c) a Court.

## **20.2 Written notice of cancellation or postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under this Constitution or the Act,

at least 7 days prior to the date of the General Meeting.

## **20.3 Contents of notice postponing General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in 2 or more places, the technology that will be used to hold the meeting in that manner.

## **20.4 Number of clear days for postponement of General Meeting**

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by clause 17.1.

## **20.5 Business at postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

## **20.6 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

## **20.7 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Association shall be the majority of Regional Associations.

## **20.8 Quorum and time – Special General Meetings**

If within 30 minutes after the time appointed for a Special General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members is dissolved; and

- (b) in any other case stands adjourned to such other day, time and place as the Chair determines.

#### **20.9 Quorum and time – AGMs**

- (a) If within 30 minutes after the time appointed for an Annual General Meeting, or at any other time during the meeting, a quorum is not present, the Annual General Meeting stands adjourned to such other day, time and place as the Chair determines.
- (b) Where an Annual General Meeting has been adjourned under clause 20.9(a), such Regional Associations as are represented by their appointed, authorised representative on the adjourned date shall constitute a quorum.

#### **20.10 Chair to Preside**

The Chair shall, subject to this Constitution, preside as chair at every General Meeting of the Association, If the Chair is not present, or is unwilling or unable to preside, the Directors shall choose one of their number present who shall, subject to this Constitution, preside as chair for that meeting only.

#### **20.11 Conduct of General Meetings**

- (a) The Chair:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in their opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chair under this clause 20.11 is final.

#### **20.12 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the General Meeting a quorum is not present the meeting shall be adjourned to such other day and at such other time and place as the Chair may determine, If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting will lapse.
- (b) The Chair may, with the consent of any General Meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

- (d) Except as provided in clause 20.12(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **20.13 Voting Procedure**

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

- (a) by the Chair; or
- (b) by the majority of the Delegates.

### **20.14 Recording of Determinations**

- (a) Unless a poll is demanded under clause 20.13, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.
- (b) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

### **20.15 Where Poll Demanded**

- (a) If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Regional Association will have the number of votes fixed under clause 21.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

### **20.16 Resolutions at General Meetings**

- (a) Except where a Special Resolution is required, all questions at General Meetings shall be determined by the majority of votes.
- (b) Except as otherwise provided in this Constitution, in the case of an equality of votes on a question at a General Meeting, the Chair is entitled to a casting vote.

**20.17 Objection to voting qualification**

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

**20.18 Chair to determine any poll dispute**

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

**20.19 Minutes**

- (a) The Chief Executive Officer shall keep minutes of the resolutions and proceedings of each General Meeting in books provided for that purpose, together with a record of the names of persons present at all meetings.
- (b) The minutes must record:
  - (i) the business considered at the meeting;
  - (ii) any resolution on which a vote is taken and the result of the vote; and
  - (iii) the names of persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
  - (i) the financial statements submitted to the Members in accordance with the Act;
  - (ii) the certificate signed by two Directors certifying that the financial statements give a true and fair view of the financial position and performance of the Association; and
  - (iii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.
- (d) The minutes of General Meetings shall be available for inspection and copying by the Members.

**21. VOTING AT GENERAL MEETINGS**

Each Regional Association in attendance shall, subject to this Constitution, be entitled to 1 vote at General Meetings. Subject to clause 7.4(b), no other Member shall be entitled to vote, but shall subject to this Constitution have, and be entitled to exercise, those rights set out in clause 7.2.

## **22. PROXY AND POSTAL VOTING**

### **22.1 Proxy Voting**

- (a) Proxy voting shall be permitted at all General Meetings provided an approved and executed proxy form is lodged with the Chief Executive Officer at or before the commencement of the meeting. No Delegate entitled to vote shall exercise more than 1 proxy vote at any one time.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Delegate shall be entitled to instruct his proxy to vote in favour or against any proposed resolution. Unless otherwise instructed the proxy may vote as the proxy thinks fit.

### **22.2 Postal Ballot**

Should an issue arise between General Meetings which requires a decision or ratification by Regional Associations the Board may call a postal vote in such manner as it considers necessary.

## **PART V - THE BOARD**

## **23. POWERS OF THE BOARD**

### **23.1 Directors to manage the Association**

Subject to those powers that are required by the Act or this Constitution to be exercised by the Association in General Meeting, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Board.

### **23.2 Specific powers of Directors**

Without limiting clause 23.1, the Directors may exercise all the Association's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Association or of any other person.

### **23.3 Time, etc.**

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

### **23.4 Code of Conduct**

The Directors must:

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

## **24. COMPOSITION OF THE BOARD**

### **24.1 Board Composition**

The Board shall be comprised of:

- (a) the Chair (an Elected Director) appointed by the Board from their number for a period determined by the Board;
- (b) Five (5) Elected Directors elected by the Regional Associations in accordance with clause 25; and
- (c) Two (2) Appointed Directors which may be appointed by the Board in accordance with clause 26.

### **24.2 Board Advisors**

The Board may appoint the following Board Advisors for such term as it considers appropriate who shall be entitled to attend Board meetings as invited by the Board to advise the Board in relation to matters pertaining to the port-folio of each Advisor;

- (a) State Judging Officer;
- (b) State Coaching Officer;
- (c) Women's Surfing Officer;
- (d) Indigenous Surfing Officer.

The Board Advisors shall not be Directors and shall have no voting rights at Board meetings they attend.

## **25. ELECTION OF ELECTED DIRECTORS**

### **25.1 Qualifications for Elected Directors**

- (a) Nominees for Elected Director positions on the Board must meet the qualifications as prescribed from time to time by the Board.
- (b) Nominees for Elected Director positions on the Board must declare any position they hold in a Regional Association, including as an office bearer, director or a paid appointee. If the nominee is elected they must resign from any officer or director position in the Regional Association within three months of being elected.

### **25.2 Elections of Elected Directors**

- (a) The Chief Executive Officer shall call for nominations for Elected Directors 45 days before the date of the Annual General Meeting. All Regional Associations shall be notified of the call for nominations.
- (b) Nominations for Elected Directors must be:
  - (i) in writing;
  - (ii) on the prescribed form (if any) provided for that purpose;

- (iii) signed by a Delegate of a Regional Association; and
  - (iv) certified by the nominee (who must be a Member) expressing his or her willingness to accept the position for which he or she is nominated.
- (c) Nominations must be received by the Chief Executive Officer at least 28 days prior to the Annual General Meeting.
  - (d) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall only be elected if they are elected by the Members by secret ballot in such usual and proper manner as the Chair directs, If the nominees are not elected or if there are vacancies to be filled, further nominations shall be called for at the Annual General Meeting from the floor.
  - (e) If the number of nominations exceeds the number of vacancies to be filled, a secret ballot shall be taken in such usual and proper manner as the Chair directs.
  - (f) The voting shall be conducted by exhaustive ballot, the procedure for which will be detailed in By-Laws.

### **25.3 Term of Appointment**

- (a) The Elected Directors shall be elected in accordance with this Constitution for a term of 2 years, which shall commence from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- (b) 3 Elected Directors shall be elected in each year of odd number and 2 Elected Directors shall be elected, in each year of even number.
- (c) Should any adjustment to the term of Elected Directors elected under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board. Elections to subsequent Boards shall then proceed in accordance with the procedures in this Constitution with approximately half the Board retiring each year.

## **26. APPOINTMENT OF APPOINTED DIRECTORS**

### **26.1 Appointment of Appointed Directors**

The Elected Directors may appoint 2 Appointed Directors.

### **26.2 Qualifications for Appointed Directors**

The Appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Elected Directors, but need not have experience in or exposure to the Sport. They do not need to be Members of the Association.

### **26.3 Term of Appointment**

Appointed Directors shall hold office for such term as is determined by the Elected Directors appointing them but in any event for a maximum of two years. Appointed Directors may be appointed for second and subsequent terms.

## **27. VACANCIES OF BOARD MEMBERS**

### **27.1 Grounds for Termination of Director**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office in writing to the Association;
- (e) is absent without the consent of the Board from 2 consecutive meetings of the Board;
- (f) subject to clause 29.1, holds any office of employment of the Association;
- (g) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Association;
- (h) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (i) after reasonable consideration by the Board it determines the Director:
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Association and/or the Sport; or
  - (ii) has brought themselves, the Association or the Sport into disrepute, provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;
- (j) is removed from office by Special Resolution under clause 27.2; or
- (k) would otherwise be prohibited from being a director of a corporation under the Corporations Act or is disqualified from office under the Act.

### **27.2 Removal of a Director**

- (a) The Association in a General Meeting may by Special Resolution remove any Director, before the expiration of their term of office. If a Director is removed in accordance with this clause the office of the Director becomes vacant and shall be filled in accordance with the procedure set out in clause

- (b) Where the Director to whom a proposed resolution referred to in clause 27.2(a) makes representations in writing to the Chief Executive Officer and requests that such representations be notified to the Members, the Chief Executive Officer may send a copy of the representations to each Regional Association or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.

### **27.3 Casual Vacancies**

- (a) A vacancy in the position of Chair shall be filled by the Members by way of postal vote. Any other Elected Director casual vacancy shall be filled by the Directors until the next Annual General Meeting of the Association. If the term of the Director has not expired, the Members shall fill the vacancy for the remainder of the Directors term.
- (b) Any Appointed Director casual vacancy may be filled by the remaining Directors from among appropriately qualified persons, for the remainder of the Director's term under this Constitution.

### **27.4 Remaining Directors May Act**

In the event of a casual vacancy or vacancies in the office of a Director, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

## **28. MEETINGS OF THE BOARD**

### **28.1 Board to Meet**

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business and may adjourn and, subject to this Constitution otherwise regulate, its meetings as it thinks fit. The Chief Executive Officer shall, on the requisition of 2 Directors, convene a meeting of the Board within a reasonable time.

### **28.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and all questions so decided shall for all purposes be deemed a determination of the Board. All Directors shall have 1 vote on any question. The Chair shall also have a casting vote where voting is equal.

### **28.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by facsimile, electronic mail or other form of visible or other electronic communication by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by 1 or more of the Directors.
- (b) Without limiting the power of the Board to regulate their meetings as they think fit, a meeting of the Board may be held where 1 or more of the Directors is not physically present at the meeting, provided that:

- (i) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously, whether by means of telephone or other form of communication;
- (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board and such notice specifies that Directors are not required to be present in person;
- (iii) in the event that a failure in communications prevents condition (i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held, then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated;
- (iv) any meeting held where 1 or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the Chair is located.

#### **28.4 Quorum**

At meetings of the Board the number of Directors whose presence (or participation under clause 28.3) is required to constitute a quorum is the majority of the Directors but shall be a minimum of 3 Directors.

#### **28.5 Notice of Board Meetings**

- (a) Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than 7 days' oral or written notice of the meeting of the Board shall be given to each Director by the Chief Executive Officer. The agenda shall be forwarded to each Director not less than 3 days prior to such meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, facsimile or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Association in person or by post or by telephone, facsimile or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at that meeting of Directors.

**28.6 Validity of Board Decisions**

A procedural defect in decisions taken by the Board shall not result in such decision being invalidated.

**28.7 Validity of acts of Directors**

Everything done at a Directors' meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

**28.8 Chair of Board Meeting**

The Chair shall preside at every meeting of the Board. If the Chair is not present, or is unwilling or unable to preside, the Directors shall choose one of their number to preside as chair for that meeting only.

**28.9 Minutes**

- (a) The Directors must cause minutes of meetings to be made and kept according to the Act.
- (b) The minutes of Directors meetings shall not be available for inspection or copying by the Members.

**29. CONFLICTS****29.1 Directors' Interests**

A Director is disqualified by holding any place of profit or position of employment in the Association, any Regional Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Director is in any way interested and has not made disclosure under clause 29.3 will be voided for such reason.

**29.2 Conflict of Interest**

A Director shall declare his interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) other financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should

be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

### **29.3 Disclosure of Interests**

The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the contract or other matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or other matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.

### **29.4 General Disclosure**

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under clause 29.3 as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

### **29.5 Recording Disclosures**

It is the duty of the Chief Executive Officer to record in the minutes any declaration made or any general notice given by a Director in accordance with clause 29.3 and

## **30. CHIEF EXECUTIVE OFFICER**

### **30.1 Appointment of Chief Executive Officer**

- (a) The Chief Executive Officer shall be appointed by the Board for such term and on such conditions as it thinks fit. The Chief Executive Officer, shall be entitled to notice of, attend and participate in debate at, all meetings of the Board, but shall have no entitlement to vote.
- (b) If appointed the Chief Executive Officer holds office on the terms and conditions (including any remuneration) and with the powers, duties and authorities, as determined by the Directors.
- (c) The exercise of those powers and authorities, and the performance of those duties, by the Chief Executive Officer are subject at all times to the control of the Directors.

### **30.2 Suspension and removal of Chief Executive Officer**

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the Chief Executive Officer from that office.

### **30.3 Chief Executive Officer to Act as Secretary**

The Chief Executive Officer shall act as and carry out the duties of Secretary and Public Officer (unless prohibited by law) and shall administer and manage the Association in accordance with this Constitution.

**30.4 Delegation by Directors to CEO**

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

- (a) as far as practicable attend all Board meetings and General Meetings;
- (b) prepare the agenda for all Board meetings and all General Meetings;
- (c) record and prepare minutes of the proceedings of all meetings of the Board and the Association; and
- (d) regularly report on the activities of, and issues relating to, the Association.

**30.5 Broad Power to Manage**

Subject to the Act, this Constitution, the By-Laws and any directive of the Board, the Chief Executive Officer has power to perform all such things as appear necessary or desirable for the proper management and administration of the Association.

**30.6 Chief Executive Officer may Employ**

The Chief Executive Officer, in consultation with the Board, may employ such office personnel as are deemed necessary from time to time and such appointments shall be for such period and on such conditions as the Chief Executive Officer and the Board determine.

**PART VI - MISCELLANEOUS****31. PUBLIC OFFICER**

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- (a) There must be a Public Officer who is to be appointed by the Directors under the Act.
- (b) In addition to the manner in which the office of public officer becomes vacant under the Act the Directors may suspend or remove the Public Officer from that office.
- (c) The Public Officer holds office on the terms and conditions and with the powers, duties and authorities, determined by the Act and the Directors. Subject to this Constitution the Public Officer is not entitled to remuneration unless the Public Officer is also the CEO.

**32. DELEGATIONS****32.1 Board may Delegate Functions to Committees**

- (a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Association or any other person as they think fit, including any Committees consisting of such persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

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

### **32.2 Delegation by Instrument**

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

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

### **32.3 Standing Committees**

- (a) The Board may establish any Committees as it determines to be appropriate under this power of delegation.
- (b) The Board, in consultation with the Standing Committees, shall establish a charter for each Committee, including the objects, role, powers and responsibilities of each Committee.
- (c) The following procedure shall apply in relation to the appointment of members of the Standing Committees:
  - (i) The Board shall call for nominations for members of the Standing Committees from Members.
  - (ii) Nominations shall be called for the position of Chair and general committee members.
  - (iii) The Board is to appoint the Chair, and the other members of the Standing Committee after considering the recommendation of the Chair.
  - (iv) If insufficient nominations are received from the Members or the nominations are considered inappropriate by the Board, the Board

shall appoint the positions on the Standing Committee in its discretion.

- (d) Each Standing Committee shall be required to provide regular reports to the Board in such form as required from the Board from time to time including (but not limited to) the following matters:
- (i) minutes of Standing Committee meetings;
  - (ii) annual operational plans; and
  - (iii) annual operational report containing performance compared to the operational plan.

### **32.4 Delegated Function Exercised in Accordance With Terms**

A function, the exercise of which has been delegated under this clause, must whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation and any directions of the Directors. A Committee is responsible to and reports to the Board.

### **32.5 Procedure of Delegated Entity**

- (a) The procedures for any Committee established shall, with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under clause 28. The quorum shall be determined by the Committee, but shall be no less than the majority of the total number of Committee members.
- (b) A Director or the Chief Executive Officer shall be an ex-officio member of any Committee so appointed.
- (c) Within 7 days of any meeting of any Committee, the Committee shall send a copy of the minutes and any supporting documents to the Chief Executive Officer.

### **32.6 Delegation may be Conditional**

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

### **32.7 Revocation of Delegation**

The Board may by instrument in writing, revoke wholly or in part any delegation made under this clause, and may amend, repeal or veto any decision made by such committee under this clause where such decision is contrary to this Constitution, the By-Laws, the Act, the Objects of the Association or the Committee's delegation.

## **33. BY-LAWS**

### **33.1 Board to Formulate By-Laws**

The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such by-laws, regulations and policies ("**By-Laws**") for the proper advancement, management and administration of the

Association, the advancement of the Objects of the Association and the Sport as it thinks necessary or desirable. Such By-Laws must be consistent with this Constitution.

### **33.2 By-Laws Binding**

All By-Laws made under this clause 33 shall be binding on the Association and Members.

### **33.3 By-Laws Deemed Applicable**

All by-laws, regulations and policies of the Association in force at the date of the approval of this Constitution under the Act in so far as such by-laws, regulations and policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this clause 33.

### **33.4 Notices Binding on Members**

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Regional Associations by means of notices approved by the Board and prepared and issued by the Chief Executive Officer. Regional Associations shall be obliged to draw such notices to the attention of their respective Members. Notices of updates to the By-Laws are binding upon all Members.

## **34. RECORDS AND ACCOUNTS**

### **34.1 Chief Executive Officer to Keep Records**

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

### **34.2 Records Kept in Accordance with Act**

- (a) Proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. The books of account shall be kept in the care and control of the Chief Executive Officer;

### **34.3 Inspection of Records**

- (a) Members may on request inspect free of charge:
  - (i) the minutes of general meetings; and
  - (ii) subject to **clause 34.3(b)**, the financial records, books, securities and any other relevant document of the Association.
- (b) The Board may refuse to permit a member to inspect 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.
- (c) The Board must on request make copies of these rules available to Members and applicants for membership free of charge.

(d) Subject to **clause 36.3(b)**, a Member may make a copy of any of the other records of the Association referred to in this clause and the Association may charge a reasonable fee for provision of a copy of such a record.

(e) For the purposes of this clause:

**relevant document** means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of the Association and includes the following:

- (i) its financial statements;
- (ii) its financial records; and
- (iii) records and documents relating to transactions, dealings, business or property of the Association.

#### **34.4 Association to Retain Records**

The Directors will cause the Association retain such records for 7 years after the completion of the transactions or operations to which they relate.

#### **34.5 Board to Submit Accounts**

The Board shall submit to the Annual General Meeting the accounts of the Association in accordance with the Act and will distribute copies of financial statements as required by the Act.

#### **34.6 Negotiable Instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by two Directors or in such other manner approved by the Board from time to time.

### **35. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Corporations Act 2001 (Cth)
- (b) Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

### **36. NOTICE**

#### **36.1 Document includes notice**

In this clause 36, document includes a notice.

#### **36.2 Methods of service on a Member**

The Association may give a document to a Member:

- (a) personally;

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

### **36.3 Methods of service on the Association**

A Member may give a document to the Association:

- (a) by delivering it to the Association's registered office;
- (b) by sending it by post to the Association's registered office; or
- (c) by sending it to a fax number or electronic address nominated by the Association.

### **36.4 Post**

A document sent by post:

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

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

### **36.5 Electronic transmission**

If a document is sent by any form of electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the electronic transmission; and
- (b) have been delivered on the business day following its transmission.

## **37. SEAL**

### **37.1 Safe Custody of Seal**

If the Association has a Seal, the Chief Executive Officer shall provide for safe custody of it.

### **37.2 Affixing Seal**

The Seal shall only be used by authority of the Board and every document to which the seal is affixed shall be signed by 2 Directors.

### **37.3 Director's Interest**

A Director may not sign a document to which the seal of the Association is fixed where the Director is interested in the contract or arrangement to which the document relates.

**38. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

**39. INDEMNITY****39.1 Indemnity of officers**

Every person who is or has been:

- (a) a Director;
- (b) CEO; or
- (c) Public Officer,

is entitled to be indemnified out of the property of the Association against:

- (d) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (e) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity, unless:
  - (i) the Association is forbidden by statute to indemnify the person against the liability or legal costs; or
  - (ii) an indemnity by the Association of the person against the liability or legal costs would, if given, be made void by statute.

**39.2 Insurance**

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director, Public Officer or CEO against liability incurred by the person in that capacity, including a liability for legal costs, unless:

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

**39.3 Deed**

The Association may enter into a deed with any indemnified officer or a deed poll to give effect to the rights conferred by clause 39.1 on the terms the Directors think fit (as long as they are consistent with clause 39.1).

## **40. WINDING UP**

### **40.1 Winding Up of the Association**

Subject to this clause 40, the Association may be wound up in accordance with the provisions of the Act.

### **40.2 Liability of Members**

The liability of the Members of the Association is limited to that provided in clause 40.3.

### **40.3 Members' Contributions**

Every Member of the Association undertakes to contribute to the assets of the Association in the event of it being wound up while a Member, or within 1 year after ceasing to be a Member for payment of the debts and liabilities of the Association contracted before the time at which he or she 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 \$1.00.

### **40.4 Distribution of Property on Winding Up**

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members of the Association but shall be given or transferred to some body or bodies having objects similar to the objects of the Association and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution and which is also not carried on for profit and which is similarly exempt (or entitled to be exempt) from income tax. Such body or bodies to be determined by the Members of the Association at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or such other court as may have or acquire jurisdiction in the matter.

## **41. SOURCE OF FUNDS**

The funds of the Association may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Board determines.

## **42. APPLICATION OF INCOME**

### **42.1 Income and Property Applied to Objects**

The income and property of the Association shall be applied solely towards the promotion of the Objects of the Association as set out in this Constitution.

### **42.2 No Income to Members Except as prescribed in this Constitution:**

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

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

#### **42.3 Payments in Good Faith**

Nothing contained in clause 42.2 shall prevent payment in good faith of or to any Member in return for:

- (a) any services actually rendered to the Association whether as an employee or otherwise;
- (b) goods supplied to the Association in the ordinary and usual course of operation;
- (c) interest on money, at a rate not exceeding current bank overdraft rates of interest, borrowed from any Member;
- (d) reasonable rent for premises demised or let by any Member to the Association; or
- (e) any out-of-pocket expenses incurred by the Member on behalf of the Association;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

#### **43. GRIEVANCE PROCEDURES**

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between:
  - (i) a Member and another Member; or
  - (ii) a Member and the Association.
- (b) The parties to the dispute must meet (which may, if agreed by the parties, take place by using any technology that allows the parties to clearly and simultaneously communicate with each other) and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the 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 must, within 10 days, hold a meeting in the presence of a mediator.
- (d) The mediator must be:
  - (i) a person chosen by agreement between the parties; or
  - (ii) in the absence of agreement:
    - (A) in the case of a dispute between a Member and another Member, a person appointed by the Board; or

- (B) in the case of a dispute between a Member and the Association, a person who is a mediator appointed or employed by Law Society of New South Wales.
- (e) A Member of the Association can be a mediator.
- (f) The mediator cannot be a Member who is a party to the dispute.
- (g) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (h) The mediator, in conducting the mediation, must:
  - (i) give the parties to the mediation process every opportunity to be heard; and
  - (ii) allow due consideration by all parties of any written statement submitted by any party; and
  - (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (i) The mediator must not determine the dispute.
- (j) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.