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Associations Incorporation Reform Act 2012 (Vic) (Act)

West Gippsland Hockey Association Inc Constitution

March 2021

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ASSOCIATIONS INCORPORATION REFORM ACT 2012 (VIC)

CONSTITUTION

of

WEST GIPPSLAND HOCKEY ASSOCIATION INCORPORATED

1. NAME OF ASSOCIATION

The name of the association is West Gippsland Hockey Association Incorporated (**Association**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

Act means the *Associations Incorporation Reform Act 2012 (Vic)*.

Amalgamation means the amalgamation of the Amalgamating Entities under the Act.

Amalgamating Entities means:

- West Gippsland Hockey Association Inc A0004426X (**WGHA**)
- Aztecs Hockey Club Inc A0039820E (**AHC**)
- Drouids Hockey Club Inc A0038095M (**DHC**)
- Gippsland Bulls Hockey Club Inc A0041410F (**GBHC**)
- Gulls Hockey Club Inc A0034678P (**GHC**)
- Warriors Hockey Group Inc A003819X (**WHC**).

Annual General Meeting (AGM) means the annual general meeting of the Association held in accordance with **clause 21**.

Board means the body consisting of the Directors.

Constitution means this Constitution of the Association.

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

Financial year means (unless determined otherwise by the Board) the year ending on the next 30 September following adoption of this Constitution and thereafter a period of 12 months commencing on 1 October and ending on 30 September each year.

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

HA means Hockey Australia.

HV means Hockey Victoria Inc.

IF means the International Federation for the Sport being FIH.

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

- (a) understand the information relevant to the decisions that will have to be made in the role of Director;

- (b) retain that information to the extent necessary to make those decisions;
- (c) use or weigh that information as part of the decision-making process; or
- (d) communicate the decisions in some way.

Individual Member means an individual who is 18 years of age and is recognised as Member of the Association.

Initial Board means the initial board comprised of representatives appointed by each of the Amalgamating Entities under **clause 12**.

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

Junior Member means an individual who is under 18 years of age and is recognised as a Member of the Association.

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

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

Objects means the objects of the Association in **clause 3**.

Register means a register of Members kept and maintained in accordance with **clause 7**.

Regulations means any Regulations made by the Board under **clause 38**.

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

Secretary means the person appointed to be the secretary of the Association in accordance with the Act.

Special General Meeting (SGM) means a special general meeting of the Association held under **clause 22**.

Special Resolution means a special resolution defined in the Act.¹

Sport means the sport of Hockey.

Telecommunications Meeting means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a meeting of Directors or each Member at a General Meeting to communicate with any other participant.

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;

¹ http://www8.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/num_act/aira201220o2012422/s64.html

- (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.

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

2.4 The Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

3. OBJECTS OF THE ASSOCIATION

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

- (a) implement the Amalgamation and assume the assets and liabilities of the Amalgamating Entities;
- (b) conduct, encourage, promote, advance, develop and administer the Sport and competitions in the Sport in the West Gippsland area;
- (c) ensure the maintenance and enhancement of the Association and the Sport, along with its standards, quality and reputation for the benefit of the Members and the Sport;
- (d) at all times promote mutual trust and confidence between the Association and the Members in pursuit of these Objects;
- (e) at all times act on behalf of, and in the interest of, the Members and the Sport;
- (f) promote the economic and community service success, strength and stability of the Association, the Members and the Sport;

- (g) affiliate and otherwise liaise with HV and adopt its rule and policy framework to further these Objects and the Sport;
- (h) use and protect the Intellectual Property;
- (i) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (j) strive for government, commercial and public recognition of the Association;
- (k) abide by, promulgate, enforce and secure uniformity in the application of the rules of the Sport as may be determined from time to time by HA or IF and as may be necessary for the management and control of the Sport and related activities;
- (l) advance the operations and activities of the Association;
- (m) review and/or determine any matters relating to the Sport which may arise, or be referred to it, by any Member;
- (n) act as arbiter (as required) on all matters pertaining to the conduct of the Sport, including disciplinary matters;
- (o) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of the Sport;
- (p) adopt and implement such policies as may be developed by HA or HV, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in the Sport;
- (q) represent the interests of its Members and of the Sport generally in any appropriate forum;
- (r) have regard to the public interest in its operations;
- (s) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;
- (t) seek and obtain improved facilities for the enjoyment of the Sport in the West Gippsland area; and
- (u) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS OF THE ASSOCIATION

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

5. MEMBERS

5.1 Categories of Members

The Members of the Association shall consist of:

- (a) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, debate and vote at General Meetings;
- (b) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, debate and vote at General Meetings;
- (c) Junior Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present but not debate or vote at General Meetings; and
- (d) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Association in General Meeting.

5.2 Life Members

- (a) The Board may recommend to the AGM that any natural person who has rendered distinguished service to the Association, where such service is deemed to have assisted the advancement of the Association, be appointed as a Life Member.
- (b) A resolution of the AGM to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.
- (d) All life members of each of the Amalgamating Entities shall be deemed Life Members from the date the Amalgamation is effective.

6. MEMBERSHIP

6.1 Application for Membership

An application for membership must be:

- (a) from the applicant, in writing on the form prescribed from time to time by the Board (if any), and lodged with the Association;
- (b) nominated by a current Individual Member; and
- (c) accompanied by the appropriate fee (if any).

By applying an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, regulations and policies of the Association.

6.2 Discretion to Accept or Reject Application

- (a) The Board may, acting in the best interests of the Association and in good faith, accept or reject an application whether the applicant has complied with the requirements in **clause** Error! Reference source not found. or not. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.

- (b) Where the Board accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association. No reasons for rejection need be given.
- (d) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

6.3 Membership renewal

Members must renew their membership with the Association annually in accordance with the procedures set down by the Board. Members acknowledge and agree that membership renewal is not automatic. **Clause 6.2** applies to applications for renewal.

6.4 Deemed Membership

- (a) All members which or who are, prior to the approval of this Constitution under the Act, members of any of the Amalgamating Entities, shall be deemed Members (in the relevant categories) from the time of approval of this Constitution under the Act.
- (b) Any persons prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

7. REGISTER OF MEMBERS

7.1 Association to keep Register

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

- (a) the full name, address and date of entry to membership of each Member; and
- (b) the full name, residential address and date of entry to membership of each Director; and
- (c) where applicable, the date of termination of membership of any member's membership.

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

7.2 Inspection of Register

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 31.2(b)**. If permitted, only an extract of the Register, excluding the address or other direct contact details of any Member or Director, shall be available for inspection (but not copying) by Members.

7.3 Use of Register

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

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Association;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport;
- (e) neither membership of the Association nor this Constitution gives rise to:
 - (i) any proprietary right of Members in, to or over the Association or its property or assets;
 - (ii) any automatic right of a Member to renewal of their membership of the Association;
 - (iii) subject to the Act and the Association acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
- (f) they are entitled to all benefits, advantages, privileges and services of Association membership; and
- (g) a right, privilege or obligation of a person by reason of their membership of the Association:
 - (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates upon the cessation of membership whether by death, resignation or otherwise.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one (1) months' notice in writing to the Association of such resignation or withdrawal.
- (b) When the Association receives notice of resignation of membership given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member who gave notice ceased to be a Member.

9.2 Discontinuance for breach

Notwithstanding anything in the Act or this Constitution:

- (a) membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the

Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee;

- (b) membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach; and
- (c) where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Board giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

9.3 Discontinuance for failure to renew

Unless otherwise determined by the Board membership of the Association will be discontinued if a Member has not renewed their membership with the Association within one (1) month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

9.4 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 9.2** or **9.3**:

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

9.5 Forfeiture of Rights

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including any 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.

9.6 Membership may be Reinstated

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

9.7 Refund of Membership Fees

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

10. DISCIPLINE

- (a) Where the Board is advised or considers that a Member has allegedly:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Board or any duly authorised committee; or
 - (ii) acted in a manner unbecoming of a Member, or prejudicial to the Objects and/or interests of the Association, and/or the Sport; or

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

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

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

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

11. SUBSCRIPTIONS AND FEES

- (a) The annual membership subscription (if any) and any fees or other levies payable by Members to the Association, the time for and manner of payment, shall be as determined by the Board.
- (b) The Board is empowered to prevent any Member who's annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Association, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Board exercises its power under this **clause 11(b)**.

12. INITIAL BOARD

From Amalgamation the Amalgamating Entities shall appoint 11 representatives to the Initial Board. The Initial Board shall continue in office positions until the second AGM following Amalgamation. At and from this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

13. POWERS OF THE BOARD

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

14. COMPOSITION OF THE BOARD

14.1 Composition of the Board

From the second AGM following Amalgamation, the Board shall comprise:

- (a) the President;
- (b) the Vice-President;
- (c) the Secretary; and
- (d) the Treasurer;

who will all be elected in accordance with **clause 15**; and

- (e) up to two (2) appointed Directors who may be appointed by the elected Directors in accordance with **clause 16**.

14.2 Election and Appointment of Directors

- (a) The elected Directors in **clause 14.1(a), (b), (c) and (d)** shall be elected under **clause 15**.
- (b) The appointed Directors in **clause 14.1(e)** may be appointed under **clause 16**.

14.3 Portfolios

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

15. ELECTED DIRECTORS

15.1 Nominations

- (a) Nominations for elected Director positions shall be called for forty-eight (48) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions may be determined by the Board from time to time but all Directors must hold a current working with children check to be eligible for, and to remain in, office as a Director.
- (b) Nominees for elected Director positions must declare any position they hold in another entity in the Sport including HV or HA and whether as an officer (whether voluntary and howsoever described) or as an employee.

15.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by an Individual Member;
- (d) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the Association not less than fourteen (14) days before the date fixed for the AGM or by such other date as may be determined by the Board

15.3 Elections

- (a) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated may be declared elected only if approved by the majority of Members present, entitled to vote and voting. A "majority of members present, entitled to vote and voting" in this **clause 15.3** is passed when 50%+1 of Members present and entitled to vote, vote in favour of the motion.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 15.3(a)**, the chairman may call for further eligible nominations from the floor of the relevant meeting. If further eligible nominations are received from the floor of the meeting then those nominated may be declared elected only if approved by the majority of

Members present, entitled to vote and voting. If no further eligible nominations are received from the floor of the meeting the positions will be deemed casual vacancies under **clause 17.1**.

- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Board.

15.4 Term of Appointment for Elected Directors

- (a) Directors elected under this **clause 15** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the AGM at which the election occurred until the conclusion of the second AGM following.
- (b) The President and the Treasurer shall retire in each even year and the Vice-President and the Secretary shall retire in each odd year until, after two (2) years the four (4) original elected Directors have retired after which those elected Directors (or their replacements) who first retired, shall retire and so on.
- (c) The sequence of retirements under **clause 15.4(b)** to ensure rotational terms shall be determined by the Board. If the Board cannot agree it will be determined by lot.
- (d) Following the adoption of this Constitution, no person who has served as an elected Director for a period of four (4) consecutive full terms (eight (8) years) shall be eligible for election as an elected Director until the next AGM following the date of conclusion of their last term as an elected Director.

16. APPOINTED DIRECTORS

16.1 Appointment of Directors

The elected Directors may appoint up to two (2) appointed Directors.

16.2 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 Board composition. They do not need to, but may, be Individual Members but must be natural persons.

16.3 Term of Appointment for Appointed Directors

- (a) Appointed Directors may be appointed by the elected Directors under this Constitution for a term of two (2) years, which shall commence from the first Board meeting after the AGM until after the conclusion of the second AGM following.
- (b) Appointed Directors should be appointed to ensure rotational terms that coincide with the elected Directors' rotational terms. Unless otherwise determined by the elected Directors the Appointed Director shall retire in each even year with the President.
- (c) Any adjustment to the term of appointed Directors appointed under this Constitution necessary to ensure rotational terms under this Constitution, shall be determined by the Board.

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

17. VACANCIES ON THE BOARD

17.1 Casual Vacancies

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

17.2 Grounds for Termination of Director

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) after reasonable consideration by the Board, is determined by the Board to have become Incapacitated and the Board reasonably expects the Director will remain Incapacitated for a period exceeding 3 months, provided always that:
 - (i) the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made; and
 - (ii) any determination made under this **clause 17.2** shall be made with the Directors acting reasonably; or
- (d) resigns their office in writing to the Association;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (f) holds any office of employment with the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of their interest;
- (h) in the reasonable opinion of the Board (but subject always to this Constitution) has:
 - (i) acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
 - (ii) brought themselves or the Association into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001 (Cth)*.

17.3 Board May Act

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

18. MEETINGS OF THE BOARD

18.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this Constitution the Board may adjourn and otherwise regulate its meetings as it thinks fit including meeting by Telecommunications Meeting. A Director may at any time convene a meeting of the Board within a reasonable time.

18.2 Decisions of Board

- (a) Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. Where voting is equal, the chair may exercise a casting vote. If the chair does not exercise a casting vote, the motion will be lost.
- (b) Unless otherwise determined by the Board the Secretary shall:
 - (i) prepare the agenda for all Board and General Meetings;
 - (ii) record and prepare minutes of the proceedings of all Board meetings and General Meetings, and shall use best endeavours to distribute minutes of General Meetings to Members promptly from the date of the meeting; and
 - (iii) regularly report on the activities of, and issues relating to, the Association.

18.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by any form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
 - (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person;
 - (iii) if a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and

none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and

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

18.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is a majority of the current number of Directors. A quorum must remain present throughout the meeting.

18.5 Notice of Board Meetings

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

18.6 Chair

The President shall be the nominal head of the Association and will act as chair of any Board meeting or General Meeting at which they are present. If the President is not present, or is unwilling or unable to preside at a board meeting the Vice-President shall preside as chair for that meeting only. If both the President and the Vice-President are not present, or are unwilling or unable to preside at a board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

18.7 Directors' Interests

A Director is disqualified by holding any place of profit or position of employment in the 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 will be void unless approved by the Board.

18.8 Conflict of Interest

A Director must declare their interest in any matter in which a material personal interest arises or may arise, and shall, unless otherwise determined by the Board, absent them self from discussions on such matter and shall not be entitled to vote in respect of such matter. If the Director remains in the meeting and votes the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Director to absent themselves 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.

18.9 Disclosure of Interests

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant 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 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.

- (b) All disclosed interests must also be disclosed to each AGM.

18.10 General Disclosure

A general notice that a Director is a member of any specified firm or company and that they are “interested” in all transactions with that firm or company is sufficient declaration under **clause 18.9** as regards such Director and the said transactions. After such general notice it is not necessary for the Director to give a special notice relating to any particular transaction with that firm or company.

18.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 18.8, 18.9** and/or **18.10** must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

19. DELEGATIONS

19.1 Board may delegate Functions

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

19.2 Delegation by Instrument

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

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

19.3 Delegated Function Exercised in Accordance With Terms

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

19.4 Procedure of delegated Entity

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

19.5 Delegation may be Conditional

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

19.6 Revocation of Delegation

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

20. SEAL

- (a) The Association may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal must not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Association's minute book. Two (2) Directors must witness every use of the seal, unless the Board determines otherwise.

21. ANNUAL GENERAL MEETING

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

22. SPECIAL GENERAL MEETINGS

22.1 SGMs May be Held

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

22.2 Requisition of Special General Meetings

- (a) The Board will convene an SGM when at least two-thirds of Members entitled to vote submit a requisition in writing.
- (b) The requisition for an SGM shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisition.
- (c) If the Board does not cause an SGM to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene an SGM to be held not later than three (3) months after that date.
- (d) An SGM convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

23. NOTICE OF GENERAL MEETING

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

- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting; and
 - (ii) any notice of motion received from Members entitled to vote.
- (d) Notice of every General Meeting shall be given in accordance with **clause 39**.

24. BUSINESS

- (a) The business to be transacted at the AGM includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and subject to the requirements of the Act, the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an AGM, with the exception of those matters set down in **clause 24(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

25. NOTICES OF MOTION

The Board or Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Secretary not less than twenty-eight (28) days (excluding receiving date and meeting date) prior to the General Meeting and must be signed by:

- (a) the Director, if a Director is submitting the notice of motion; or
- (b) at least five (5) Individual Members if Members entitled to vote are submitting the notice of motion.

26. CANCELLATION OR POSTPONEMENT OF GENERAL MEETING

26.1 Cancellation or postponement

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

- (a) Members under this constitution;
- (b) the Directors at the request of Members; or
- (c) a Court.

26.2 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 each:

- (a) Member entitled to receive notice of a General Meeting; and

- (b) other person entitled to notice of a General Meeting under this Constitution or the Act.

26.3 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 a Telecommunications Meeting.

26.4 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 23**.

26.5 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.

27. PROCEEDINGS AT GENERAL MEETINGS

27.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be 10% of Members entitled to vote being present for the meeting to proceed.

27.2 Chair

The President shall, subject to this Constitution, preside as chair at every General Meeting except:

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

If the President is not present, or is unwilling or unable to preside the Vice-President shall preside as chair for that meeting only. If the President and Vice-President are both not present, or are both unwilling or unable to preside the Members shall appoint another Director to preside as chair for that meeting only.

27.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chair may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chair may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other

than the business left unfinished at the meeting from which the adjournment took place.

- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 27.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

27.4 Voting Procedure

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

- (a) the chair; or
- (b) a simple majority of Individual Members.

27.5 Recording of Determinations

Unless a poll is demanded under **clause 27.4**, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

27.6 Where Poll Demanded

If a poll is duly demanded under **clause 27.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

27.7 Procedural irregularities

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

27.8 Telecommunications Meetings

- (a) A General Meeting or a Directors' Meeting may be held by means of a Telecommunication Meeting, provided that:
 - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and
 - (ii) the meeting is convened and held in accordance with this Constitution and the Act.

- (b) All provisions of this Constitution relating to meetings apply to a Telecommunication Meeting in so far as they are not inconsistent with this **clause 27.8**.
- (c) The following provisions apply to a Telecommunication Meeting:
- (i) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
 - (ii) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
 - (iii) at the commencement of the meeting each person must announce their presence to all other persons taking part in the meeting;
 - (iv) a person may not leave a Telecommunication Meeting by disconnecting their telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;
 - (v) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the Chair of leaving the meeting; and
 - (vi) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

28. VOTING AT GENERAL MEETINGS

28.1 Members Entitled to Vote

Each Individual Member and Life Member is entitled to one (1) vote at General Meetings.

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 5.1**.

28.2 Chair May Exercise Casting Vote

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

28.3 Postal or Electronic Voting

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

29. PROXY VOTING

Proxy voting is and shall not be permitted at General Meetings.

30. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this **clause 30** applies to disputes arising directly under this Constitution between a Member and:

- (i) another Member; or
 - (ii) the Association.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
 - (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may refer the dispute to an independent tribunal established by HV in accordance with the procedures determined by HV from time to time.
 - (d) The Board may prescribe additional grievance procedures in Regulations consistent with this **clause 30**.
 - (e) If the dispute is not resolved the Board may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Association and the Members concerned.

31. RECORDS AND ACCOUNTS

31.1 Records

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

31.2 Records Kept in Accordance with Act

- (a) Proper accounting and other records of the Association including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the Treasurer.
- (b) Subject to the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Association will be open for inspection by the Members.
- (c) The Association shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

31.3 Board to Submit Accounts

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

31.4 Accounts Conclusive

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

31.5 Accounts to be available to Members

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

31.6 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 any two (2) duly authorised Directors or in such other manner as the Board determines.

32. AUDITOR

- (a) A properly qualified auditor or auditors may be appointed by the Association in General Meeting. If appointed the auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. If appointed the auditor may be removed by the Board.
- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by the Board at the conclusion of each Financial Year.

33. INCOME

- (a) Income and property of the Association shall be:
 - (i) derived from such sources; and
 - (ii) managed in such manner;as the Board determines from time to time subject to the Act and this Constitution.
- (b) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution or the Act no:
 - (i) portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Director; and
 - (ii) remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- (d) Nothing in **clauses 33(b)** or **33(c)** shall prevent payment in good faith of or to any Member for:
 - (i) any services actually rendered to the Association whether as an employee, Director or otherwise;
 - (ii) goods supplied to the Association in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Association;
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Association;

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

34. FUNDS

The funds of GSI shall:

- (a) be derived from entrance fees, annual subscriptions, donations and any other sources that the Committee reasonably considers appropriate and in accordance with the Objects; and
- (b) be managed by the Committee in accordance with this Constitution and the Act.

35. WINDING UP

- (a) Subject to this Constitution the Association may be wound up or cancelled in accordance with the Act.
- (b) The liability of the Members of the Association is limited.
- (c) Every Member entitled to vote undertakes to contribute to the assets of the Association if it is wound up or cancelled while they are a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up or cancelling the registration of the Association, such an amount not exceeding one dollar (\$1.00).

36. DISTRIBUTION OF PROPERTY ON WINDING UP

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

37. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

38. REGULATIONS

38.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the Objects and the Sport. Such Regulations should be consistent with the Constitution, the HV and HA constitutions, any regulations made by HV or HA and any policy directives of the Board.

38.2 Regulations Binding

All Regulations are binding on the Association and all Members.

38.3 Regulations Deemed Applicable

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

38.4 Changes Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Individual Members by such means as are determined and approved by the Board from time to time and prepared and issued by the Board. All changes are binding on all Members.

39. NOTICE

- (a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by:
 - (i) pre-paid post; or
 - (ii) electronic mail;to the Member's registered address or electronic mail address; or
 - (iii) prominently posting the notice on the Association's website.
- (b) Where a notice is sent by:
 - (i) post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice, service of the notice is deemed to have been effected three (3) days after posting; or
 - (ii) electronic mail or by posting the notice on the Association's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

40. PATRONS AND VICE PATRONS

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

41. INDEMNITY

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

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