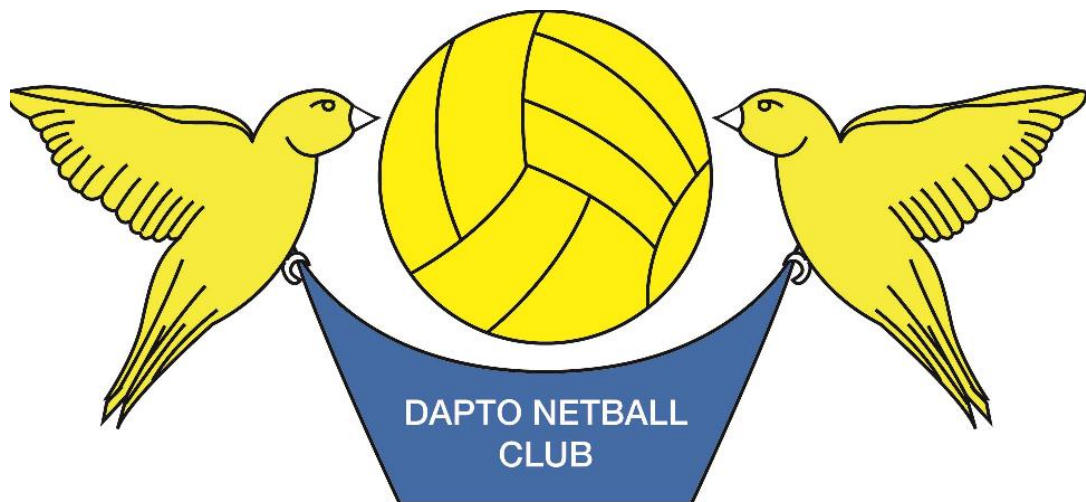


Constitution of Dapto Netball Club



This Constitution was accepted by Special Resolution at the Annual General Meeting of the Dapto Netball Club on the 10th November 2015.

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(DNC President)

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CONSTITUTION
of the
DAPTO NETBALL CLUB INCORPORATED

1. NAME OF THE CLUB

The name of the Club is the Dapto Netball Club Incorporated ("**Association**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

"Annual General Meeting" means the annual general meeting of the Club held in accordance with **clause 23**.

"Annual Report" means the report presented annually by the Club at the Annual General Meeting.

"Associate Member" means the parent/guardian of a Junior Member, as provided on the Junior Member Registration form.

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

"Constitution" means this Constitution of the Association.

"Club Delegate" means the Senior Member(s) appointed from time to time to act for and on behalf of the Club and to represent the Club at General Meetings of Netball Illawarra.

"Executive Committee" means the five members of the Club elected by the membership under this Constitution who hold the positions of President, Vice President, Treasurer, Secretary and Registrar.

"Financial year" means a period of 12 months commencing on 1st October and ending on 30th September of the following year.

"General Meeting" means the Annual General Meeting or Special General Meeting as convened in accordance with this Constitution.

"Illawarra District Netball Association" means the District Association recognised by Netball New South Wales as the body for the control of Netball within the boundaries determined by Netball NSW.

"INF" means the International Netball Federation.

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(DNC President)

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“Instrument” means any document pertaining to the governance of the Association, and includes, but is not limited to, this Constitution, and the associated Regulations of the Association.

“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 this Association

“Junior Member” means a registered, financial member of the Club who is younger than 18 years of age.

“Life Member” means an individual granted Life Membership of the Club under **clause 6.2**.

“Member” means a member for the time being of the Association under **clause 6**.

“Membership Year” means the 12 month period for which membership of the club is applicable, commencing on the 1st January and ending on the 31st December each year.

“Member Protection Policy” means the Netball NSW Member Protection Policy.

“Netball NSW” means the controlling body for Netball in New South Wales

“Objects” means the objects of the Association in **clause 4**.

“Public Officer” means the person elected to be the committee position of public officer of the Association in accordance with the Act.

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

“Regulations” mean any Regulations made by the Management Committee under **clause 37**.

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

“Senior Member” means a registered, financial member of the Club who has attained the age of 18 years.

“Special General Meeting” means a General Meeting, other than the Annual General Meeting, of the Association.

“Special Resolution” means a special resolution as defined in the Act.

2.2 Interpretation

In this Constitution:

- (a) Headings and the table of contents are inserted for convenience only and do not affect interpretation of this Constitution.
- (b) a reference to a function includes a reference to a power, authority and duty;
- (c) 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;
- (d) words importing the singular include the plural and vice versa;
- (e) words importing any gender include the other genders;
- (f) references to persons include corporations and bodies politic;

- (g) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (h) 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
- (i) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.
- (j) a body which no longer exists or has been reconstituted, renamed, replaced, or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

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. COLOURS

The Club's colours shall be predominantly Royal Blue and Gold.

4. OBJECTS OF THE ASSOCIATION

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

- (a) encourage, promote, and advance Netball in the Dapto area;
- (b) at all times act on behalf of, and in the interest of, the Members and Netball in the Dapto area;
- (c) promote the economic and community service success, strength and stability of the Club, the Members and Netball;
- (d) affiliate and otherwise liaise with Netball Illawarra and adopt its rule and policy framework to further these Objects and Netball;
- (e) use and protect the Intellectual Property of the Club;

- (f) apply the property and capacity of the Club towards the fulfilment and achievement of these Objects;
- (g) abide by, promulgate, enforce and secure uniformity in the application of the rules of Netball as may be determined from time to time by Netball Australia, Netball NSW and Netball Illawarra and as may be necessary for the management and control of Netball and related activities in New South Wales;
- (h) advance the operations and activities of the Club throughout the local area;
- (i) review and/or determine any matters relating to Netball which may arise, or be referred to it, by any Member;
- (j) recognise any penalty imposed by any Club affiliated with Netball Illawarra;
- (k) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Netball in the local area;
- (l) adopt and implement such policies as may be developed by Netball NSW or Netball Illawarra, 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 Netball;
- (m) represent the interests of its Members in particular, and of Netball generally, in any appropriate forum in the local area;
- (n) have regard to the public interest in its operations;
- (o) 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;
- (p) promote the health and safety of Members and all other participants in Netball within the local area;
- (q) to select and manage the Club's teams;
- (r) to co-operate with other affiliated organisations in New South Wales for the furtherance of Netball;
- (s) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

5. POWERS OF THE CLUB

Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

6. MEMBERS

6.1 Categories of Members

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;

- (b) Committee Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (c) Senior Members who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (d) Junior Members who subject to this Constitution, shall have no right to be present at General meetings and no right, to debate or to vote at General Meetings; and
- (e) Associate Members who subject to this Constitution, shall have no right to be present at General Meetings and no right to debate or to vote at General Meetings;
- (f) such new or other categories of Members as may be established by the Committee. Any new category of Member established by the Committee cannot be granted voting rights without the approval of the Association in General Meeting.

6.2 Life Members

- (a) The Management Committee may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.
- (b) No member of the Club shall be considered for Life Membership of the Club unless they have been a senior member of the Club for at least ten (10) years. Such membership does not have to be consecutive.
- (c) No member of the Club shall be considered for Life Membership unless they have made an outstanding contribution to Netball generally, distinguished service to the Club in particular and has served the Club in such a manner as the Committee considers warrants such honour being bestowed for at least ten (10) years.
- (d) A resolution of the Annual General Meeting to confer life membership (subject to **clause 6.2(c)**) on the recommendation of the Management Committee must be a Special Resolution.
- (e) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.
- (f) A Life Member will assume all of the benefits and privileges of a senior member and shall be eligible to stand for a position on the Committee and to partake in all meetings and to vote on any motion at such meetings.
- (g) All Life Members are entitled to display on their clothing the approved Life Member medallion of the Club.

7. MEMBERSHIP APPLICATION

7.1 Application for Membership

An application for membership of the Club will be considered if, but only if, that application:

- (a) Is for a natural person who will turn at least seven (7) years of age in the Calendar year in which membership of the club is being sought;

- (b) Is made in the manner prescribed from time to time by the Club and Netball Illawarra;
- (c) Is accompanied by the appropriate fee (if any); and
- (d) Is accompanied by any other document required for membership by the Club and Netball Illawarra.

7.2 Discretion to Accept or Reject Application

- (a) The Management Committee may accept or reject an application whether the applicant has complied with the requirements in **clause 7.1** or not. The Management Committee shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Management Committee accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Management Committee. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Management Committee rejects an application, it shall refund any club fees forwarded with the application and the application shall be deemed rejected by the Club.

7.3 Renewal

Members (other than Life Members) must renew their membership annually in the manner prescribed from time to time by the Club, Netball Illawarra and Netball NSW.

7.4 Deemed Membership

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Any Members of the Club, prior to approval of this Constitution under the Act, who are deemed Members under **clause (a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

8. REGISTER OF MEMBERS

8.1 Club to Keep Register

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

- (a) the full name, postal address, contact E-Mail address (if any) and date of entry to membership of each financial member; and
- (b) the full name, postal address, contact E-Mail address and date of entry to membership of each Committee Member and each Life Member; and
- (c) where applicable, the date of termination of membership of any Club or individual member.

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

8.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members who make a reasonable request in writing.

8.3 Use of Register

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

9. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Club and that they are bound by this Constitution and the Regulations, and the constitution and regulations of Netball Illawarra, Netball NSW and Netball Australia;
- (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 Management Committee or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, Netball Illawarra, Netball NSW and Netball Australia;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Netball in the local area; and
- (e) they are entitled to all benefits, advantages, privileges and services of club membership.

10. DISCONTINUANCE OF MEMBERSHIP

10.1 Cessation of Membership

A person ceases to be a member of the Club if the person:

- (a) Dies;
- (b) Has not renewed their membership on, or before, the due date for the renewal of membership.
- (c) Resigns that membership,
- (d) Is expelled from the Club

10.2 Notice of Resignation

- (a) A financial member having paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one months' notice in writing to the Club.
- (b) Upon the Club receiving notice of resignation of membership given under **clause 10.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

10.3 Discontinuance for Breach

- (a) Membership of the Club may be discontinued by the Management Committee upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Management Committee or any duly authorised committee.
- (b) Membership shall not be discontinued by the Management Committee under **clause 10.3(a)** without the Management Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Management Committee's view, to adequately explain the breach, that Member's membership shall be discontinued under **clause 10.3(a)** by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 10.3(c)** as soon as practicable.

10.4 Member to Re-apply

A Member whose membership has been discontinued under **clause 10.3**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Management Committee.

10.5 Forfeiture of Rights

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

10.6 Membership may be Re-instated

Membership which has been discontinued under this **clause 10** may be re-instated at the discretion of the Management Committee, with such conditions as it deems appropriate.

10.7 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded in part or in full at the discretion of the Management Committee.

11. DISCIPLINE

11.1 Disciplinary Proceedings

- (a) Where the Management Committee is advised or considers that a Member has allegedly:
- (i) breached, failed, refused or neglected to comply with a provision of the Club's Constitution or Regulations; the constitution or regulations of Netball NSW or Netball Australia; or any resolution or determination of the Management Committee or any duly authorised committee; or
 - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or Netball; or
 - (iii) brought the Club, Netball Illawarra, Netball NSW, Netball Australia any other Member or Netball into disrepute;

The Management Committee 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 the appeal mechanisms of the Association set out in the Regulations.

11.2 Disciplinary Tribunal

The Management Committee shall appoint a Disciplinary Tribunal to deal with any disciplinary matter referred to it. Such a Disciplinary Tribunal shall operate in accordance with the procedures expressed in the Regulations but subject always to the Act.

12. SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and any fees or other levies payable by Members to the Club, the time for and manner of payment, shall be as determined by the Management Committee.

13. EXISTING COMMITTEE MEMBERS

The members of the Management Committee of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. After this General Meeting the Management Committee positions shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

14. POWERS OF THE MANAGEMENT COMMITTEE

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

The Management Committee, in addition to any powers set out in this constitution, shall be empowered to:

- (a) Administer the financial affairs of the Club through the Treasurer
- (b) Select, appoint, finance and control teams to represent the Club as may be deemed necessary.
- (c) Appoint delegates to represent the Club at any meetings or discussions promoting Netball.
- (d) Enter into and make agreements and employ persons on such terms and conditions, as it deems proper.
- (e) Acquire, manage, deal with and dispose of any property of The Club.
- (f) Invest any money in any investment in which the Committee are authorised by Law to invest and to vary and realise any investment.

15. POWERS OF THE EXECUTIVE COMMITTEE

- (a) The Executive may in addition to any other powers set out in this Constitution exercise all or any of the powers of the Committee, as contained in this Constitution where:
 - i) Immediate action is required in any matter affecting the policy or interests of the Club; and
 - ii) It is not practical or convenient, in the opinion of the Executive to refer the matter to the Management Committee; and
- (b) Meetings of the Executive shall be called at the discretion of the President, or, in their absence, the Vice President, and will require at least 3 members to be present to be a valid meeting.
- (c) All decisions and/or actions referred to in **clause 10.310.3(a)** are to be referred to the next meeting of the Management Committee for ratification by the Management Committee.
- (d) To invite persons to meetings of the Club where the presence of, and information from, such persons could be of assistance to the Management Committee and/or The Club.

16. COMPOSITION OF THE MANAGEMENT COMMITTEE

16.1 Composition of the Management Committee

The Management Committee shall be elected under **clause 16** and shall comprise:

- (a) five (5) Committee Members who must all be Senior Members of the Club who will hold the roles of the Executive; and

- (b) General Committee Members who must all be Senior Members of the Club, the number and roles of which shall be determined annually by the Management Committee not less than forty nine (49) days before the Annual General Meeting of the Club, and at any other time should the need arise provided that the number of General Committee Members at any time shall not exceed 10.

16.2 Executive Committee Members

- (a) There shall be five (5) Committee Members elected to the Committee to the Executive positions.
- (b) The Executive positions are:
 - i) President;
 - ii) Vice President;
 - iii) Secretary;
 - iv) Treasurer; and
 - v) Public Officer

No Committee Member shall be permitted to hold more than one Executive position on the Committee concurrently, although a person may hold an Executive position and a General Committee position at the same time.

16.3 Portfolios of General Committee Members

In addition to the positions of the Executive, the Management Committee may allocate portfolios to General Committee Members and/or titles to General Committee Members and the role and duties of a General Committee Member who is responsible for a particular portfolio may be set out in the Regulations.

16.4 Election and Appointment of Committee Members

- (a) The elected Management Committee Members shall be elected under **clause 17**.
- (b) The appointed Committee Members may be appointed under **clause 19**.

17. ELECTION OF COMMITTEE MEMBERS

17.1 Nominations

- (a) Nominations for Management Committee positions shall be called for not less than forty-two (42) 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 shall be as determined by the Management Committee from time to time.
- (b) The nomination must specify to which Management Committee position they are nominating for and address the qualifications and requirements set out in the notification.

- (c) Nominees must be over 18 years of age.
- (d) Nominees for Committee Member positions must declare any position they hold at Netball Illawarra, Netball NSW or Netball Australia.

17.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two senior members of the Club;
- (d) specify the portfolio/position for which the member is being nominated;
- (e) certified by the nominee (who must be a senior Member) expressing his willingness to accept the position for which he is nominated; and
- (f) delivered to the Club Secretary not less than twenty-one (21) days before the date fixed for the Annual General Meeting.

17.3 Scrutineers

- (a) The Chairperson shall appoint 2 Senior Members, prior to the elections, to act as scrutineers;
- (b) The scrutineers shall examine each valid vote and record one vote for each nomination that has been indicated by the voter.

17.4 Election of Executive Committee Members

- (a) If only one nomination is received for a particular Executive position pursuant to **clause 17.1 and 17.2**, then that nominee shall be declared elected only if approved by the majority of members entitled to vote and in attendance at the Annual General Meeting.
- (b) If there is no nomination received for a particular Executive position pursuant to **clause 17.1 and 17.2**, or if a person is not approved by the majority of Members under **clause 17.4(a)**:
 - i) nominations can be called upon from the floor which will not be required to comply with the provisions of **clauses 17.1 and 17.2** but will require a Member who is entitled to vote to second that nomination;
 - ii) if there is only one nomination from the floor, then that nominee shall be declared elected only if approved by the majority of Members entitled to vote and in attendance at the relevant General Meeting;
 - iii) if there is more than one nomination for a particular Executive position, voting will be by secret ballot. Voting papers shall be used for each such vacancy on the Executive; and
 - iv) if there is no nomination from the floor, the position will be deemed a casual vacancy under **clause 19**.

- (c) If there is more than one nomination for a particular Executive position pursuant to **clause 17.1 and 17.2**, voting to fill the vacancy will be by secret ballot. Voting papers shall be used for each such vacancy on the Committee.
- (d) All voting for Executive Committee positions shall be carried out by Secret Ballot.

17.5 Election of General Committee Members

- (a) If the number of nominations received for a General Committee portfolio pursuant to **clause 17.1 and 17.2**, is equal to or less than the number of positions available for that General Committee portfolio determined under **clause 16.1(b)**, then each nominee shall be declared elected only if approved by the majority of Members entitled to vote and in attendance at the relevant General Meeting.
- (b) If the number of nominations received for a General Committee portfolio pursuant to **clause 17.1 and 17.2**, is less than the number of positions available for that General Committee portfolio determined under **clause 16.1(b)**, or if a person is not approved by the majority of Members under **clause 17.5(a)**, causing one or more portfolio positions to not be filled under **clause 17.5(a)**:
 - i) nominations can be called upon from the floor which will not be required to comply with the provisions of **clauses 17.1 and 17.2** but will require a Member who is entitled to vote to second that nomination;
 - ii) if the number of nominations from the floor is less than or equal to the number of positions for a General Committee portfolio remaining vacant, then those nominees shall be declared elected only if approved by the majority of Members entitled to vote and in attendance at the relevant General Meeting;
 - iii) if the number of nominations from the floor is more than the number of positions for a General Committee portfolio remaining vacant, voting will be by secret ballot. Voting papers shall be used for each such vacancy for General Committee Member positions; and.
 - iv) if there is insufficient nominations from the floor to fill the positions for a General Committee portfolio, the position will be deemed a casual vacancy under **clause 19**.
- (c) If there are more nominations received pursuant to **clauses 17.1 and 17.2** than the number of positions for a General Committee portfolio determined under **clause 16.1(b)**, voting to fill the vacancies will be by secret ballot. Voting papers shall be used for each such vacancy on the Committee.
- (d) All voting for Management Committee positions shall be carried out by Secret Ballot.

17.6 Term of Appointment for Committee Members

- (a) Executive Committee Members elected under **clause 17** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to early retirement or removal of Committee Members, Executive Committee Members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.
- (b) General Committee Members elected under this **clause 17** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to early

retirement or removal of Committee Members, General Committee Members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the next Annual General Meeting.

17.7 Maximum Number of Terms for Executive Committee positions

Following the adoption of this Constitution, no person who has served as an Executive Committee Member for a period of three (3) consecutive years in the same Executive position shall be eligible to nominate as an Executive Committee Member in that same position for a fourth (4) consecutive year.

For the avoidance of doubt and for the purposes of this clause, any terms served prior to this Constitution being adopted will not be taken into account when determining the number of terms served by an Executive Committee Member.

18. EXECUTIVE PORTFOLIOS

18.1 President

The President shall be the Senior Executive Officer of the Club and shall be responsible for all affairs as the nominal Head of the Club.

The President, in addition to any other responsibilities or rights contained in this Constitution or Regulations, shall preside as chair at all Committee meetings and General Meetings at which he is present.

18.2 Vice President

The Vice President, in addition to any other responsibilities or rights contained in this Constitution or Regulations, shall: -

- (a) In the absence of the President shall preside as Chair at such meetings.
- (b) assist the President as required and act for the President in the absence of the President.

18.3 Secretary

The Secretary, in addition to any other responsibilities or rights contained in this Constitution or Regulations, shall: -

- (a) It is the duty of the secretary to keep minutes of:
 - i) All appointments of office-bearers and members of the Committee;
 - ii) The names of members of the Committee present at a Committee Meeting;
 - iii) All proceedings at Committee meetings and General Meetings of the Club.
- (b) Minutes of proceedings at a meeting must be signed by the Chair of the next succeeding meeting.

18.4 Treasurer

The Treasurer, in addition to any other responsibilities or rights contained in this Constitution or Regulations shall ensure: -

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

18.5 Public Officer

The Public Officer, in addition to any other responsibilities or rights contained in this Constitution or Regulations shall: -

- (a) Ensure compliance with the requirements of the regulatory body overseeing regulation of incorporated associations under the Act.

19. VACANCIES ON THE MANAGEMENT COMMITTEE

19.1 Casual Vacancies

Any casual vacancy occurring in the position of a Management Committee Member may be filled by:

- (a) the remaining Management Committee Members from among appropriately qualified persons; or
- (b) a Member appointed by the Management Committee to fill the vacancy.

Any casual vacancy may only be filled for the remainder of the Management Committee Member's term under this Constitution.

19.2 Grounds for Termination of Committee Member

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

- (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 Club;
- (e) is absent without the consent of the Management Committee from three successive meetings of the Management Committee;
- (f) holds any office of full-time employment with the Club;

- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his interest;
- (h) in the opinion of the Management Committee (but subject always to this Constitution):
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
 - (i) has brought the Club into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Committee Member of a corporation under the *Corporations Act 2001 (Cth)*.

19.3 Management Committee May Act

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

20. MEETINGS OF THE MANAGEMENT COMMITTEE

20.1 Management Committee to Meet

The Management Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. The President or Secretary may at any time convene a meeting of the Management Committee within a reasonable time.

20.2 Decisions of Management Committee

Subject to this Constitution, where the question arising at any meeting of the Management Committee requires the selection of one option from a number of alternatives, the selected option shall be decided by a majority of votes and a determination of a majority of Committee members shall for all purposes be deemed a determination of the Management Committee. All Committee Members shall have one (1) vote on any question. Where voting is equal, the chairperson shall exercise a casting vote.

In all other cases, questions arising at any meeting of the Management Committee shall be decided by a majority of votes and a determination of a majority of Management Committee members shall for all purposes be deemed a determination of the Management Committee. All Management Committee Members shall have one (1) vote on any question and no Management Committee Member will have a casting vote. Where voting is equal, the motion will be lost.

20.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Management Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Management Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Management Committee Members.
- (b) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Management Committee may be held where one (1) or more of the Management Committee Members is not physically present at the meeting, provided that:
 - (i) All persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the Management Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee or this Constitution and such notice specifies that Management Committee Members are not required to be present in person;
 - (iii) if a failure in communications prevents **clause 20.3(b)(i)** from being satisfied by that number of Management Committee Members which constitutes a quorum, and none of such Management Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this Clause to be held then the meeting shall be suspended until **clause 20.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
 - (iv) any meeting held where one (1) or more of the Management Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Committee Member is there present and if no Management Committee Member is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

20.4 Quorum

- (a) The presence of not less than half the Executive and not less than half of all committee members is required to constitute a quorum at a Management Committee Meeting.
- (b) No business is to be transacted by the Management Committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (c) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

20.5 Notice of Management Committee Meetings

Unless all Management Committee Members 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 Management Committee shall be given to each Management Committee Member. The agenda shall be forwarded to each Management Committee Member not less than four (4) days prior to such meeting.

20.6 Attendance at Meetings

Any member of the Management Committee that fails to attend three (3) consecutive Meetings without sufficient cause being shown shall be reported to the Management Committee who may in their absolute discretion declare the position of that member on the Management Committee vacant. Such declaration requires a two-thirds majority in favour of the declaration.

20.7 Conflict of Interest

A Management Committee Member shall declare his interest in any:

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

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

20.8 Disclosure of Interests

- (a) The nature of the interest of such a Management Committee Member must be declared by the Management Committee Member at the meeting of the Management Committee 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 Management Committee after the acquisition of the interest. If a Management Committee Member becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Management Committee held after the Management Committee Member becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

20.9 General Disclosure

A general notice that a Management Committee Member 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 20.8** as regards such Management Committee Member and the said transactions. After such general notice it is not necessary for such Management Committee Member to give a special notice relating to any particular transaction with that firm or company.

20.10 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Management Committee Member in accordance with **clauses 20.7, 20.8** and/or **20.9** must be recorded in the minutes of the relevant meeting.

21. DELEGATIONS

21.1 Standing Committees

The Club shall operate a number of standing committees whose existence is guaranteed by this Constitution and whose function and membership shall be specified within the Regulations of the Club.

21.2 Management Committee may Delegate Functions

In addition to Standing Committees listed in this Constitution, the Management Committee may, by instrument in writing, create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions.

It will determine what powers these committees are given. In exercising its power under this clause the Management Committee must take into account broad stakeholder involvement

21.3 Delegation by Instrument

The Management Committee 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 Management Committee or the Secretary by the Act or any other law, or this Constitution or by resolution of the Club in General Meeting.

21.4 Delegated Function Exercised in Accordance With Terms

A function, the exercise of which has been delegated under this clause, may while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation. A person exercising a delegated function, but not being a Management Committee Member elected under **clause 17.4 or 17.5** does not have a right to vote at a Management Committee Meeting.

21.5 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 Management Committee under **clause 20** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Management Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Management Committee.

21.6 Delegation may be Conditional

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

21.7 Revocation of Delegation

At any time the Management Committee may by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

22. SEAL

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Management Committee. Every use of the Seal shall be recorded in the Club's minute book. The affixing of the Seal must be witnessed by two (2) Management Committee Members, unless the Management Committee determines otherwise.

23. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Club shall be held in accordance with the Act and this Constitution. The Annual General Meeting shall be scheduled for the second Tuesday of November in each year.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

24. SPECIAL GENERAL MEETINGS

24.1 Special General Meetings May be Held

- (a) The Management Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.

- (b) When, but for this clause, more than fifteen (15) months would elapse between Annual General Meetings, the Management Committee shall convene a Special General Meeting before the expiration of that period.

24.2 Requisition of Special General Meetings

- (a) The Secretary shall, on the requisition in writing of not less than twenty (20) of the voting Members, 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 Members making the requisition and be sent to the Club and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Secretary does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Management Committee.

25. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Club and Life Member and any other Member entitled to receive notice.
- (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 fourteen (14) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with
 - (i) the agenda of the meeting
 - (ii) any notice of motion received from members entitled to vote
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 40**.

26. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Management Committee and auditors, the election of Committee Members under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 26(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.

27. NOTICES OF MOTION

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

28. PROCEEDINGS AT GENERAL MEETINGS

28.1 Quorum

The presence of not less than half of the Executive and not less than half of all Committee Members is required to constitute a quorum at a Management Committee Meeting.

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 Club shall be not less than half of the Executive and not less than half of all Committee Members.

28.2 President to preside

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

- (a) in relation to any election for which the President 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 the Chair. If both the President and Vice President are unable or unwilling to preside at any such meeting the Management Committee members present shall appoint another Management Committee Member to preside as chair for that meeting only.

28.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall:
 - i) if convened on the requisition of Members, be dissolved; or
 - ii) in any other case, be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. 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 chairperson 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. 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 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 28.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

28.4 Voting Procedure

Unless otherwise required by this Constitution, 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 chairperson; or
- (b) any member present who is entitled to vote.

28.5 Recording of Determinations

Unless a poll is demanded under **clause 28.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands, unless otherwise required by this Constitution. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's minutes.

28.6 Where Poll Demanded

If a poll is duly demanded under **clause 28.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

29. VOTING AT GENERAL MEETINGS

29.1 Members Entitled to Vote

Each Life Member, each Management Committee member and each senior member present shall be 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 6.1**.

29.2 Chairperson May Exercise Casting Vote

- (a) Subject to **clause 29.2(b) and 29.2(c)**, where voting at General Meetings is equal, neither the chairperson nor any other Member may exercise a casting vote. Where voting is equal the motion will be lost.
- (b) Despite **clause 29.2(a)**, where voting for the election to fill a vacancy at a General Meeting is equal, the chairperson may exercise a casting vote but only if the chairperson is not a nominee for the equal vote.
- (c) Despite **clause 29.2(a)**, where voting is for the selection of one option from a number of alternative options, the chairperson may exercise a casting vote to decide the outcome of an equal vote.

29.3 Proxy Voting

Proxy voting shall not be permitted at any General Meeting.

29.4 Postal Voting

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

29.5 Voting on Special Resolutions

- (a) A resolution is passed by the Club as a **special resolution**:
- i) at a meeting of the club of which notice has been given to its members no later than 21 days before the date on which the meeting is held, and
 - ii) in a postal ballot conducted by the club, or
 - iii) in such a other manner as the Director-General may direct,
- If it is supported by at least three-quarters of the votes cast by members of the club who, under the association's constitution, are entitled to vote on the proposed resolution.
- (b) A notice referred to in **clause 29.5(a)(i)** must include the terms of the resolution and a statement to the effect that the resolution is intended to be passed as a special resolution.
- (c) A postal ballot referred to in **clause 29.5(a)(ii)** may only be conducted in relation to the resolutions of a kind that the clubs constitution permits to be voted on by means of a postal ballot, if conducted, must be conducted in accordance with the regulations.

A direction under **Clause 29.5(a)(iii)** may not be given unless the Director-General is satisfied that, in the circumstances, it is impracticable to require votes to cast in the manner provided by **Clause 29.5(a)(i)** or **clause 29.5(a)(ii)**

30. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes under these clauses between a Member and:
- (i) another Member; or
 - (ii) the Club.
- (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 must, within ten (10) days, refer the dispute

for resolution to an independent tribunal established by Netball NSW in accordance with the procedures determined by Netball NSW from time to time.

- (d) The Management Committee may prescribe additional grievance procedures in Regulations consistent with this **Clause 30**.

31. RECORDS AND ACCOUNTS

31.1 Records

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

31.2 Records Kept in Accordance with Act

Proper accounting, minutes of all Management Committee and General Meetings of the Club, and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Treasurer.

31.3 Association to Retain Records

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

31.4 Management Committee to Submit Accounts

The Management Committee shall submit to the members at the Annual General Meeting the statements of account of the Club in accordance with this Constitution and the Act.

31.5 Accounts Conclusive

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

31.6 Accounts to be sent to Members

The Secretary shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Management Committee's report, the auditor's report and every other document required under the Act (if any) not less than fourteen days prior to the Annual General Meeting.

31.7 Negotiable Instruments

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

31.8 Financial Year

The financial year of the Club commences on the 1st October and ends on the 30th September of the following year.

32. AUDITOR

- (a) An auditor shall be appointed by The Club at the Annual General Meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by The Club at a General Meeting
- (b) Where an auditor cannot be appointed at the Annual General Meeting the Committee shall be empowered to appoint an Auditor. Any such appointment shall be for the period up until the next Annual General Meeting.
- (c) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.
- (d) Any person being nominated or to be appointed as Auditor is to be an Accountant recognised by the appropriate Accounting regulatory body or a person qualified in business practice and is not to be a member of the Committee.

33. INCOME

33.1 Income and property of the Club shall be derived from such sources as the Management Committee determines from time to time.

33.2 The income and property of the Club shall be applied solely towards the promotion of the Objects.

33.3 Except as prescribed in this Constitution or the Act:

- (a) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any member who holds any office of the Club.

33.4 Nothing in **clauses 33.2** or **33.3** shall prevent payment in good faith of or to any member for:

- (a) any services actually rendered to the Club whether as an employee, Management Committee Member or otherwise;

- (b) goods supplied to the Club in the ordinary and usual course of operation;
- (c) interest on money borrowed from any member;
- (d) rent for premises demised or let by any member to the Club;
- (e) any out-of-pocket expenses incurred by the member on behalf of the Club;

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

34. WINDING UP

- (a) Subject to this Constitution the Club may be wound up in accordance with the Act.
- (b) The liability of the members of the Club is limited.
- (c) The liability of a registered member of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of the winding up of the Club is limited to the amount, if any, unpaid by the member in respect of membership of the Club.

35. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Club 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 but shall be given or transferred to another organisation or organisations having objects similar to the objects 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 Club by this Constitution. Such organisation(s) to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

36. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

Motions to alter this Constitution shall only be submitted by the Management Committee or senior members of the Club.

37. REGULATIONS

37.1 Management Committee to Formulate Regulations

The Management Committee may formulate; issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and Netball within the local area as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution; the constitutions of Netball Illawarra, Netball NSW and Netball Australia; any regulations made by Netball Australia, Netball NSW or Netball Illawarra.

37.2 Regulations Binding

All Regulations are binding on the Club and all members.

37.3 Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the Club 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.

37.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to members by means of bulletins approved by the Management Committee and prepared and issued by the Secretary. The matters in the Bulletins are binding on all members.

38. STATUS AND COMPLIANCE OF CLUB

38.1 Recognition of Club

The Club is a member of Netball Illawarra and is recognised by Netball Illawarra as the controlling authority for Netball within the local Dapto area and subject to compliance with this Constitution and the Netball Illawarra Constitution shall continue to be so recognised and shall administer Netball within the local Dapto area in accordance with the Objects.

38.2 Compliance of The Club

The Members acknowledge and agree that the Club shall:

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and Netball;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Netball, its standards, quality and reputation for the benefit of the Members and Netball;
- (e) at all times act in the interests of the Members and Netball;
- (f) not resign, disaffiliate or otherwise seek to withdraw from Netball Illawarra without approval by Special Resolution; and
- (g) abide by the constitutions of Netball Illawarra, Netball NSW and Netball Australia and the rules of Netball.

38.3 Operation of Constitution

The Club and the members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Netball are to be conducted, promoted, encouraged, advanced and administered within the local area; and
- (b) to ensure the maintenance and enhancement of Netball, its standards, quality and reputation for the benefit of the members and Netball;
- (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 Netball and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of Netball and the Members;

39. CLUB'S CONSTITUTION

39.1 Constitution of the Club

This Constitution will clearly reflect the objects of Netball Illawarra and will conform to the Netball Illawarra constitution, subject always to the Act.

39.2 Operation of Netball Illawarra constitution

- (a) The Club will take all reasonable steps to ensure this Constitution conforms to the Netball Illawarra constitution subject always to the Act.
- (b) The Club shall provide to Netball Illawarra a copy of this Constitution and all amendments to this document. The Club acknowledges and agrees that Netball Illawarra has power to veto any provision in its Constitution which, in the opinion of Netball Illawarra, is contrary to the objects of Netball Illawarra.

39.3 Register

The Club shall maintain, in a form acceptable to Netball Illawarra but otherwise in accordance with the Act, a Register of all members.

40. NOTICE

- (a) Notices may be given by the Club to any member entitled under this Constitution to receive any notice. The notice can be:
 - (i) by delivery to the member personally;
 - (ii) sent by post or facsimile transmission or, where available, by electronic mail, to the member's registered address or facsimile number or electronic mail address.

- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

41. PATRONS

The Club at its Annual General Meeting may appoint annually on the recommendation of the Management Committee such patrons as it considers necessary, subject to approval of that person or persons.

42. INDEMNITY

- (a) Every Committee Member and employee of the Club shall be indemnified for actual or alleged breaches of duty incurred by them in their capacity as a Management Committee Member or employee.
- (b) Such an indemnity shall be provided through appropriate insurance or out of the property and assets of the Club.
- (c) Such indemnity shall be for damages and legal costs incurred in defending an action brought against a Management Committee Member or employee. In addition, indemnity shall be provided for legal costs incurred in the successful defence of criminal proceedings.
- (d) The Club shall indemnify its Management Committee Members and employees against all damages and losses (including legal costs) for which any such Management Committee Member or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
 - (i) in the case of a Management Committee Member, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
 - (ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.