



## CONSTITUTION

Version - 12/10/2012



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1. **NAME OF CLUB**

The name of the Club is the NURIOOTPA NETBALL CLUB INCORPORATED.

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

In this constitution, unless the contrary intention appears:

*'Act'* means the *Associations Incorporation Act 1985 (SA)* (as amended).

*'AGM'* means the Annual General Meeting held by the Club.

*'Club'* means the Nuriootpa Netball Club Incorporated.

*'Committee'* means the body managing the Club and consisting of the Officers.

*'constitution'* means this constitution of the Club.

*'Financial year'* means the 12 month period commencing on 1 November each year and ending on the 31 October each year.

*'general meeting'* means an AGM or special meeting of the Club's Members (excluding meetings of the Committee and the Executive).

*'Member'* and *'Members'* means a Member or Members of the Club for the time being under clause 6.

*'Objects'* means the objects of the Club in clause 4.

*'Officer'* and *'Officers'* means Members who are elected as members of the Committee of the Club under this constitution.

*'Ordinary resolution'* means a resolution as defined in sub-clause 18.4.

*'regulations'* means any regulation, by-law or policy of the Club.

*'Special resolution'* means a special resolution defined in sub-clause 18.4 and as amended by the Act from time to time.

2.2 **Interpretation**

In this constitution:

- (a) A reference to a function includes a reference to a power, authority and duty.
- (b) A reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or 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).
- (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. AFFILIATION**

- 3.1 The Club will be affiliated at all times with the Barossa Light and Gawler Netball Association Incorporated.

## **4. OBJECTS OF THE CLUB**

- 4.1 The objects of the Club are to:

- (a) conduct, encourage, promote, advance and administer netball throughout the Nuriootpa local area;
- (b) act, at all times, on behalf of and in the interest of the Members and netball in the Nuriootpa local area;
- (c) affiliate and otherwise liaise with the Barossa Light and Gawler Netball Association Incorporated of which the Club is a Member and adopt its rules and policy frameworks to further these objects;
- (d) advance the operations and activities of the Club throughout the Nuriootpa local area;
- (e) have regard to the public interest and the interests of its Members and the Barossa Light and Gawler Netball Association Incorporated in its operations;
- (f) 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**

- 5.1 The Club shall have all the powers conferred by Section 25 of the Act.
- 5.2 In addition to the powers in sub-clause 5.1, the Club shall have the power to raise funds by any lawful means.
- 5.3 The constitution, rules and by-laws of the Barossa Light and Gawler Netball Association Incorporated and the South Australian Netball Association Incorporated (SANA) shall govern all matters not specifically dealt with herein and the Club shall be guided by such rules and regulations and shall abide by the interpretation of the Barossa Light and Gawler Netball Association Incorporated and SANA in respect to all such matters.

**6. MEMBERSHIP**

**6.1 Categories of Membership**

The Membership of the Club shall consist of:

- (a) Adult Members;
- (b) Junior Members;
- (c) Parent Members;
- (d) Social Members;
- (e) Life Members;
- (f) Honorary Members;
- (g) Patron.

**6.2 Adult Members**

- (a) An Adult Member is a registered Member over 18 years of age who plays netball in any division for the Club.
- (b) An Adult Member has full voting rights at the AGM and any general meeting of the Club and may stand for any elected position in the Club.

**6.3 Junior Members**

- (a) A Junior Member is a registered Member under 18 years of age who plays netball in any division for the Club.
- (b) A Junior Member does not have voting rights at the AGM nor any general meeting of the Club and may not stand for any elected position in the Club.
- (c) All Junior Members must have at least one (1) Parent Member registered with the Club.

**6.4 Parent Members**

- (a) A Parent Member is any parent or guardian of a Junior Member so nominated on the Junior Member's application for Membership to the Club.



- (b) A Junior Member may have more than one (1) Parent Member, subject to the consent of the Committee.
- (c) The Parent Member will assume financial responsibility for the Junior Member, provided however should two (2) or more parents or guardians be accepted to Membership as Parent Members, then each parent and guardian will be jointly and severally liable to the Club for the financial responsibility of the Junior Member.
- (d) A Parent Member has full voting rights at the AGM and other general meetings and may stand for any elected position in the Club.

#### **6.5 Social Members**

- (a) A Social Member is any person other than an Adult, Junior, Parent, Life or Honorary Member who is interested in becoming a Member of the Club but does not wish to participate in the playing activities of the Club.
- (b) A Social Member must be over 18 years of age.
- (c) Social Members will have full voting rights at the AGM and other general meetings and may stand for any elected position in the Club.

#### **6.6 Life Members**

- (a) Any Member may recommend to the Committee that a Member (nominee) who has rendered distinguished service to the Club, including a minimum of fifteen (15) years' of exceptional contribution, be appointed as a Life Member.
- (b) Nomination for admission as a Life Member must be made by a Member of the Club and submitted to the Secretary to be tabled at a meeting of the Committee.
- (c) The Committee will decide whether or not to admit the Member as a Life Member by a simple majority of the Committee at any meeting of the Committee held after receiving the nomination in sub-clause 6.6(b). Life membership will be conferred on the nominee by ordinary resolution of the Committee.
- (d) Life Members have full voting rights at the AGM and other general meetings and may stand for any elected position in the Club.
- (e) Life Members are not required to pay any Membership Fees, but may be required to pay other fees as determined by the Committee.

#### **6.7 Honorary Members**

- (a) The Committee may admit Honorary Members to the Club.
- (b) Honorary Members may include a sponsor, public figure or any other person or body who is interested in supporting the Club.
- (c) An Honorary Member does not have voting rights at the AGM and other general meetings and may not stand for any elected position in the Club.
- (d) Honorary Members are not required to pay any Membership Fees, but may be required to pay other fees (such as sponsorship) as determined by the Committee.





**6.8 Patron**

- (a) The Club may, at its discretion, elect a patron of the Club for such period as may be necessary.
- (b) Nominations for Patron may be made at the AGM and such appointment will be approved by a majority vote of Members at the AGM.
- (c) The Patron does not have voting rights at the AGM and other general meetings and may not stand for any elected position in the Club, not unless such Patron is a current financial Member under another category of Membership under this clause 6 whereby they have such rights.
- (d) The Patron is not required to pay any Membership Fees unless they are required to pay such fees under another category of Membership.

**7. MEMBERSHIP APPLICATION**

**7.1 Application for Membership**

An application for Membership must be:

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

**7.2 Discretion to Accept or Reject Application**

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

**7.3 Renewal**

Members (other than Life and Honorary Members, and the Patron (subject to sub-clause 6.8)) must renew their Membership annually in accordance with the procedures set down by the Club in regulations from time to time.

**7.4 Deemed Membership**

All persons who are, prior to the approval of this constitution pursuant to the Act, Members of the Club shall be deemed Members from the time of approval of this constitution under the Act.

**8. EFFECT OF MEMBERSHIP**

**8.1 Members acknowledge and agree that:**



- (a) They are bound by this constitution and the regulations of the Club relating to any matter.
- (b) They shall comply with and observe this constitution; the regulations; and any determination, resolution or policy which may be made or passed by the Committee or other entity with delegated authority.
- (c) By submitting to this constitution and the regulations, they are subject to the jurisdiction of the Club and the Barossa Light and Gawler Netball Association Incorporated.
- (d) The constitution and regulations are necessary and reasonable for promoting the objects.
- (e) They are entitled to all the benefits, advantages, privileges and services of Membership of the Club.

## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1 Notice of Resignation**

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from Membership of the Club by giving one (1) months' notice in writing to the Club.
- (b) Once the Club receives a notice of resignation of Membership given under sub-clause 9.1(a), it must make an entry in the register that records the date on which the Member ceased to be a Member.

### **9.2 Discontinuance for Breach**

- (a) Membership of the Club may be discontinued by the Committee upon breach of any clause of this constitution or the regulations, including, but not limited to, the failure to pay any monies owed to the Club; failure to comply with the regulations or any resolutions or determinations made or passed by the Committee or any duly authorised sub-committee of the Club.
- (b) Membership shall not be discontinued by the Committee under sub-clause 9.2(a) without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Committee's view, to adequately explain the breach, then that Member's Membership shall be discontinued under sub-clause 9.2(a) upon the Club giving written notice of the discontinuance to the Member. The register shall be amended to reflect any discontinuance of Membership under this sub-clause 9.2 as soon as practicable.

### **9.3 Member to Re-Apply**

A Member whose Membership has been discontinued under sub-clauses 9.1 or 9.2:

- (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 Committee, with such conditions as the Committee deems appropriate.

### **9.4 Forfeiture of Rights**

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



property. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

**9.5 Rescission of Life and Honorary Memberships**

Life and Honorary Memberships may be rescinded by a two-thirds (2/3) majority of the Committee only where the Life or Honorary Member has been found to be acting in a manner detrimental to the Club or is convicted of a criminal offence. Where Life or Honorary Membership has been rescinded that person's name will be removed from any honour roll of the Club.

**9.6 Membership May be Reinstated**

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

**9.7 Refund of Membership Fees**

- (a) Membership fees or subscriptions paid by the discontinued Member may be refunded to the Member upon discontinuance, at the discretion of the Committee.
- (b) In determining whether to grant a refund, the Committee may take into account any matter it considers fit, including:
  - (i) the reason for the resignation, discontinuance or rescission of Membership;
  - (ii) the Member's contribution to the Club;
  - (iii) the amount of the playing season remaining;
  - (iv) any costs or penalties incurred, or that may be incurred, by the Club as a result of the resignation, discontinuance or rescission of Membership; and
  - (v) if the Member is a player, the Club's Fee Policy.

**10. SUBSCRIPTIONS AND FEES**

- (a) Subject to sub-clause 10(b), the annual Membership subscription and any fees or other levies payable by Members to the Club and the time for and manner of payment shall be as determined by the Committee in accordance with the Club's Fee Policy.
- (b) All annual Membership subscriptions and any fees or other levies payable by Members who will be registering as players with the Club will be determined at a Committee meeting prior to the registration night.
- (c) All Members will remain liable to the Club for any outstanding annual Membership fees, subscriptions or levies, or any other fee, penalty or fine due to be paid, until paid in full or a refund is granted by the Committee under sub-clause 9.7.

**11. REGISTER OF MEMBERS**

**11.1 Club to Keep Register**

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

- (a) the full name, address and date of entry of each Member; and



- (b) where applicable, the date of termination of Membership of any Member.

Members shall provide notice of any change of their details to the Club within one (1) month of such change.

**12. PRIVACY AND DISCLOSURE OF MEMBER INFORMATION**

12.1 Subject to the Act, confidentiality considerations and privacy laws, the register of Membership may be used in such manner as the Committee considers appropriate.

12.2 The Club may from time to time request information from a Member in relation to the Member's:

- (a) contact details;
- (b) ambulance and health cover;
- (c) previous player history;
- (d) previous financial history with another Club;
- (e) such other information as determined by the Committee from time to time.

12.3 Subject to sub-clause 12.4, information provided by a Member and kept on the Club's register of Members will not be disclosed to any third party without the prior permission of the relevant Member.

12.4 Subject to the Act, confidentiality considerations and privacy laws, all Members consent to the Club providing the information in sub-clause 12.2 to:

- (a) the Barossa Light and Gawler Netball Association Incorporated;
- (b) South Australian Netball Association Incorporated trading as Netball SA;
- (c) Netball Australia Limited trading as Netball Australia;
- (d) Club coaches and Officers;
- (e) Club trainers and other medical personnel of the Club;
- (f) any ambulance officer, or emergency service personnel or volunteer called to attend upon the Member due to illness or injury of the Member.

**13. POWERS OF THE COMMITTEE**

- (a) Subject to the Act and this constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Committee. In particular, the Committee shall act in accordance with the objects and shall operate for the benefit of the Members.
- (b) The Committee shall act at all times in accordance with the Act, this constitution, and the regulations of the Club (as amended).



**14. THE COMMITTEE**

**14.1 Composition of the Committee**

- (a) The Committee shall consist of no less than ten (10) and no more than fifteen (15) Officers, which shall consist of:
- (i) President;
  - (ii) Vice President;
  - (iii) Secretary;
  - (iv) Treasurer;
  - (v) Assistant Secretary;
  - (vi) Assistant Treasurer; and
  - (vii) at least four (4) extra Officers.
- (b) All Officers elected to the Committee must be financial Members of the Club.
- (c) Should any of the Officers of the Committee resign, and as a result there are not enough nominations to fill at least ten (10) positions, then all vacancies shall be filled top down in the order as set out in sub-clause 14.1(a) of this constitution.

**14.2 The Executive**

- (a) The following Officers shall comprise the Executive of the Club:
- (i) President;
  - (ii) Vice President;
  - (iii) Secretary;
  - (iv) Treasurer.

**15. ELECTIONS**

**15.1 Nominations**

The Secretary shall call for nominations for Committee positions no less than thirty (30) days prior to the AGM.

**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 two (2) Members;



- (d) certified by the nominee expressing their willingness to accept the position for which they are nominated;
- (e) delivered to the Secretary not less than twenty-one (21) days before the date fixed for the AGM.

### **15.3 Elections**

- (a) The election of Officers of the Committee will take place at the AGM.
- (b) A nominated Member must be present at the AGM to be elected as an Officer, unless that Member has previously advised the President in writing of their willingness to accept election as an Official.
- (c) Subject to sub-clause 15.3 (e), the Chair will not allow any nominations to be taken from the floor at the AGM.
- (d) If the number of nominations received is equal to the number of vacancies to be filled then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (e) Should there be no nomination for a vacant position on the Committee, then the chair will accept nominations taken from the floor at the AGM, subject to permission from the nominee being given before the chair accepts the nomination.
- (f) Should only one (1) nomination be received for a vacant position on the Committee, then that person shall be declared elected only if approved by a majority of Members entitled to vote.
- (g) If the number of nominations exceeds the number of vacancies to be filled, a ballot shall be conducted.
  - (i) The chair shall appoint two (2) non-Officials of the Club to act as scrutineers.
  - (ii) The scrutineers shall distribute and collect the voting papers.
  - (iii) All Members present at the AGM and entitled to vote under their Membership shall be given a voting paper.
  - (iv) The votes will be counted by the scrutineers under the supervision of the chair who shall record the result and hand the result to the Secretary.
  - (v) The chair shall have the right to examine any voting paper and demand a re-count if in doubt that the original count was correct.
  - (vi) Should there be a tie, then a further ballot shall be conducted at the AGM with Members voting between the tied nominees only.
- (h) In the event that:
  - (i) there are insufficient nominations received to fill a vacant position on the Committee; or
  - (ii) a nominee is not approved by the majority of Members entitled to vote at the AGM;



then the position will be deemed a casual vacancy under clause 16.

- (i) Where the role of President is not subject to election at the AGM, then the President shall remain chair of the AGM and shall conduct the election.
- (j) Where the role of President is subject to election, then the President must vacate the chair and the Vice President shall assume the role as chair and conduct the election. Upon the election of the new President, the outgoing President will assume their role as chairperson until the conclusion of the AGM.
- (k) A Member may concurrently hold more than one (1) position on the Committee.

#### **15.4 Term of Appointment of Officers**

- (a) Subject to the provisions in this constitution relating to early retirement or removal of Officers, the term of appointment of each Officer elected under sub-clause 15.3 shall be as follows:-
  - (i) each Officer of the Committee shall be elected for a term of two (2) years;
  - (ii) each two (2) year term will commence from the conclusion of the AGM where the election has taken place, until the conclusion of the second AGM that follows.
- (b) Fifty per cent (50%) of the Officers of the Committee shall retire in each odd year and the remaining fifty per cent (50%) shall retire in each even year. The process of replacing Officers will be ongoing.
- (c) A retired Officer may nominate for re-election.

### **16. VACANCIES ON THE COMMITTEE**

#### **16.1 Casual Vacancies**

- (a) Should any vacancy occur in a position of Officer, then the Committee may fill the vacancy from the Members and such appointment will be decided by a majority vote of the Committee present at the next meeting of the Committee following the vacancy.
- (b) The Member duly elected by the Committee shall hold office for the unexpired portion of that position's term.
- (c) The Committee may pass a resolution not to fill any casual vacancy or vacancies on the Committee should the number of remaining Officers be sufficient to constitute a quorum at the meetings of the Committee.

#### **16.2 Committee May Act**

In the event of a casual vacancy or vacancies on the Committee, the remaining Officers may act. However, if the number of remaining Officers is not sufficient to constitute a quorum at a meeting of the Committee they may act only for the purpose of increasing the number of Officers to a number sufficient to constitute a quorum.

#### **16.3 Grounds for Termination of Officers**

The position of Officer of the Committee will become vacant if the Officer:



- (a) dies;
- (b) is disqualified from being an Officer of the Club by the Act;
- (c) becomes of unsound mind;
- (d) resigns their office in writing to the Club;
- (e) is absent without apology for more than four (4) Committee meetings in a financial year;
- (f) holds any office of employment with the Club without the approval of the Committee;
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest without reasonable excuse;
- (h) in the opinion of the Committee (but subject always to this constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the objects and interests of the Club;
  - (ii) has brought the Club into disrepute;
- (i) is removed by special resolution.

## **17. MEETINGS OF THE COMMITTEE AND EXECUTIVE**

### **17.1 Committee to Meet**

- (a) The Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business (but must meet at least monthly throughout the netball season). Subject to this constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. The President or Secretary may at any time convene a meeting of the Committee within a reasonable time.
- (b) Subject to clause 19, the chair of the meeting of the Committee shall be the President.

### **17.2 Decisions of Committee**

- (a) Subject to this constitution, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination of a majority of Officers shall for all purposes be deemed a determination of the Committee.
- (b) All Officers (except the chairperson) shall have one (1) vote on any question.
- (c) Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

### **17.3 Notice of Committee Meetings**

- (a) Unless all Officers agree to hold a meeting at a shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days' written notice of the meeting of the Committee shall be given to each Officer. The agenda shall be forwarded to each Officer no less than four (4) days prior to the meeting.





**17.4 Resolutions not in Meeting (Electronic)**

- (a) Despite sub-clause 17.3, should all Officers agree to hold a meeting at short notice before the next scheduled Committee Meeting (which agreement shall be sufficiently evidenced by their apology or presence):
  - (i) the Officers may discuss business and vote on any motion by email, facsimile, telephone or text message communication (**electronic communication**);
  - (ii) the meeting shall be deemed to be held at the place where the chairperson of the meeting is located;
  - (iii) the chairperson must provide a reasonable timeframe for all discussions to take place and/or voting on a motion to be received by the chair;
  - (iv) a quorum will be decided by the number of Officers responding to the chair by electronic communication within the reasonable timeframe set by the chair;
  - (v) should a quorum not be satisfied, then the chair may (but is not obliged) to follow-up any Officer that fails to provide a response by electronic communication, and thereafter should a quorum still not be reached, then the chair must terminate or adjourn the meeting.
- (b) All resolutions passed at a meeting under this sub-clause 17.4 must be noted in the minutes of the next meeting of the Committee.
- (c) Any resolution passed under this sub-clause 17.4 shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held.

**17.5 Quorum at Committee Meetings**

- (a) At meetings of the Committee the number of Officers whose presence is required to constitute a quorum is seven (7).
- (b) A quorum of the Executive Committee shall be three (3).

**17.6 Executive Committee**

- (a) The Executive shall attend to and decide upon urgent matters that arise between meetings of the Committee that cannot reasonably be deferred until the next Committee meeting. For the purposes of this sub-clause 17.6, the Executive may meet as and when it determines is necessary.
- (b) The Executive Committee shall be excused from the requirement of providing notice under sub-clause 17.3.
- (c) The powers of the Executive Committee shall be the same as the Committee provided that the Executive shall report at the next Committee meeting as to any such powers that have been exercised by the Executive Committee since the previous Committee meeting.
- (d) It is expected that the Executive Committee will decide upon urgent matters in person, or by telephone, email or other electronic communication where appropriate.



**17.7 Conflict of Interest**

- (a) An Officer shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He or she shall, unless otherwise determined by the Committee, absent himself or herself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Officer casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for an Officer to absent himself or herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee. If this is not possible, the matter shall be adjourned or deferred.

**17.8 Appointment of Sub-Committees**

- (a) The Committee shall have the power to delegate any of its powers and functions to a sub-committee to deal with any particular matter or matters, and upon such terms, as the Committee may think fit.
- (b) At least one (1) Officer of the Committee shall be an ex-officio Member of the sub-committee and will report back to the Committee regularly on any decisions made by the sub-committee.
- (c) Minutes shall be taken at the meetings of all sub-committees and shall be forwarded to the Secretary within fourteen (14) days of any meeting of the sub-committee.
- (d) For the avoidance of doubt, clause 19 does not apply to sub-committees. The sub-committee will appoint one (1) of its Members to be chair for any meetings of the sub-committee.

**18. GENERAL MEETINGS**

**18.1 Annual General Meeting**

- (a) The Club's AGM shall be held annually prior to the 30 November each year.
- (b) The Club's AGM shall be held in accordance with the Act and this constitution. It should be held on a date and at a venue determined by the Members at the immediately preceding AGM.
- (c) The pro forma agenda for each AGM shall be as follows (subject to any special circumstances):
  - (i) Opening of Meeting;
  - (ii) Apologies;
  - (iii) Confirmation of Minutes of previous AGM;
  - (iv) Presentation and adoption of:
    - A. President's Report;
    - B. Treasurer's Report;
    - C. Any other Officer's Report;



- (v) Notices of Motion (including proposed special resolutions to amend the constitution);
- (vi) Election of Officers;
- (vii) General Business;
- (viii) Closure of Meeting.

#### **18.2 Special General Meetings**

- (a) All meetings (except the AGM and meetings of the Committee or the Executive) are special general meetings under this constitution.
- (b) A special general meeting may be called at the request of:
  - (i) the President;
  - (ii) the Secretary;
  - (iii) any two (2) Officers of the Committee; or
  - (iv) at the request of at least a minimum of ten (10) Members that are financial (excluding Junior Members and Honorary Members).
- (c) Any Member entitled to requisition a Special General Meeting under this sub-clause 18.2 must give notice in writing of their request to the Secretary and such request must:
  - (i) clearly set out the business for which the meeting is required to be called;
  - (ii) state the proposed resolution and whether the resolution is ordinary or special;
  - (iii) state the proposed time and place for the meeting;
  - (iv) may consist of several documents in like form, each signed by one (1) or more of the Members or Officers making the requisition.
- (d) Upon receipt of the requisition, the secretary must give notice to Members of the Special General Meeting in writing stating:
  - (i) the proposed time and place for the Special General Meeting;
  - (ii) an agenda of the items to be transacted at the Special General Meeting;
  - (iii) a copy of any proposed resolutions.
- (e) Except as set out in the notice under sub-clause 18.2(d), no other business will be transacted at the Special General Meeting.

#### **18.3 Convening General Meetings**

- (a) The Secretary must give no less than thirty (30) days' notice of the Annual General Meeting to Members, and such notice must set out, in full, any proposed special resolutions to amend the constitution (if any).
- (b) The Secretary must convene a Special General Meeting:



- (i) in the case of a proposed ordinary resolution in the requisition:
  - A. no greater than thirty (30) days after receipt of the requisition; and
  - B. must give Members at least seven (7) days' notice of the Special General Meeting;
- (ii) in the case of a proposed special resolution in the requisition:
  - A. at least twenty-one (21) days after the Secretary has given notice to Members specifying the intention to propose the resolution as a special resolution;

provided however, should the requisition not meet the requirements of sub-clause 18.2 (c), then the Secretary will not convene the Special General Meeting until a valid requisition has been received.

#### **18.4 Ordinary and Special Resolutions**

- (a) A special resolution is passed by not less than three –quarters (3/4) of the Members entitled to vote at that meeting.
- (b) An ordinary resolution is passed by a simple majority of Members entitled to vote at that meeting.

#### **18.5 Quorum at General Meetings**

- (a) The quorum for all general meetings shall be fifteen (15) Members present and entitled to vote under their Membership.

#### **18.6 Voting at General Meetings**

- (a) Any Member exercising their right to vote must be financial with the Club.
- (b) Subject to this constitution, a question for decision at a general meeting, other than a special resolution, must be determined by a simple majority at a general meeting.
- (c) Unless a poll is demanded by at least five (5) Members entitled to vote, a question for decision at a general meeting must be determined by a show of hands.
- (d) Members must vote in person. Members are not allowed to vote by proxy.
- (e) If a poll is demanded by at least five (5) Members entitled to vote, it must be conducted in a manner specified by the chairperson presiding and the result of the poll is the resolution of the meeting on that question.

### **19. CHAIRPERSON AT MEETINGS**

#### **19.1 The President will act as chair of:**

- (a) any meeting of the Committee;
- (b) any meeting of the Executive; and
- (c) any general meeting at which he or she is present.



19.2 If the chairperson is not present, or is unwilling or unable to preside at a meeting, then the remaining Officers (or in the case of a general meeting, the Members) will appoint another Officer to preside as chair for that meeting only.

19.3 At any meeting, the chairperson's decision on a point of order will be final.

19.4 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 (in which case sub-clause 15.3 (j) applies); or

(b) where a conflict of interest exists.

## **20. RECORDS AND ACCOUNTS**

### **20.1 Records**

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

### **20.2 Records Kept in Accordance with the Act**

Proper accounting and other records shall be kept in accordance with the Act. The Club shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

### **20.3 Committee to Submit Accounts**

The Committee shall submit the Club's statements of account to the Members at the AGM in accordance with this constitution and the Act.

### **20.4 Accounts Conclusive**

The statements of account, when approved or adopted by an AGM, shall be conclusive except when errors have been discovered within three (3) months after such approval or adoption.

### **20.5 Negotiable Instruments**

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

## **21. AUDITOR**

21.1 A properly qualified auditor or auditors shall be appointed by the Club at the AGM. The auditor's duties shall be regulated in accordance with the Act. The auditor may be removed by the Club in a general meeting.

21.2 The accounts of the Club shall be examined and the correctness of the profit and loss accounts, cash flow statements or balance sheets (whichever is prepared by the Club) ascertained by an auditor or auditors at the conclusion of each financial year.



**22. APPLICATION OF INCOME**

22.1 The income and property of the Club shall be applied solely towards the promotion of the objects.

22.2 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;
- (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 (except where sub-clause 22.3 applies).

22.3 Payment in good faith of or to any Member can be made for:

- (a) any services actually rendered to the Club whether as an employee, Officer or otherwise;
- (b) goods supplied to the Club in the ordinary and usual course of operations;
- (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 a Member or Officer on behalf of the Club.

Nothing in sub-clauses 22.1 or 22.2 preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

**23. COMMON SEAL**

23.1 The Club shall have a seal upon which its corporate name shall appear in legible characters.

23.2 The seal shall not be used without the express authorisation of the Executive. Every use of the seal shall be recorded in the Club's minute book. Two (2) Executive Officers must witness every use of the seal.

**24. WINDING UP & LIABILITY OF MEMBERS**

24.1 Subject to this constitution, the Club may be wound up in accordance with the Act.

24.2 The liability of the Members of the Club is limited.

**24.3 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, they must not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has objects similar to those of the Club. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Club by this constitution. The organisation(s) is to be determined by the Members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.



**25. ALTERATION OF CONSTITUTION**

This constitution shall not be altered except by special resolution passed at the AGM or a Special General Meeting.

**26. REGULATIONS**

**26.1 Committee to Formulate Regulations**

The Committee may formulate, issue, adopt, interpret and amend regulations for the proper advancement, management and administration of the Club, and the advancement of the objects of the Club and netball in the local area. Such regulations must be consistent with the constitution and any policy directives of the Committee.

**26.2 Regulations Binding**

All regulations are binding on the Club and all Members.

**26.3 Regulations Deemed Applicable**

All policies, by-laws and regulations of the Club in force at the date of approval of this constitution (as long as such 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.

**26.4 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to regulations shall be advised to Members by means of bulletins approved by the Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

**27. NOTICES**

- (a) Notices may be given by the Club to any person entitled under this constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, 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 two (2) 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 upon receipt of a confirmation report confirming the email was sent to/ or received at the email address to which it was sent.

**28. INDEMNITY**

- (a) Every Officer and employee of the Club will be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Officer or employee of the Club in defending any proceedings, civil or criminal, in which judgement is given in



their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

- (b) The Club shall indemnify its Officers and employees against all damages and losses (including legal costs) for which any such Officer 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 an Officer, performed or made while acting on behalf of and with the authority, express or implied, of the Club
  - (ii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.

**29. AUTHORITY TO TRADE**

The Club is authorised to trade in accordance with the Act.

**30. EXISTING OFFICERS**

The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this constitution under the Act shall continue in those positions until the next AGM following such adoption of this constitution, and thereafter the positions of Officers shall be filled, vacated and otherwise dealt with in accordance with this constitution.