

Dressage Tasmania Constitution

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DRESSAGE ASSOCIATION OF TASMANIA INCORPORATED

ABN 28 415 979 263

Registration No. 02099C

TABLE OF CONTENTS

1.	NAME OF THE ASSOCIATION	1
2.	DEFINITIONS AND INTERPRETATIONS	1
2.1	Definitions	1
2.2	Interpretation	3
2.3	The Act	4
3.	OBJECTS	4
3.1	Objects	4
3.2	ET	5
3.3	Powers	5
4.	INCOME AND PROPERTY OF THE ASSOCIATION	5
4.1	Sole Purpose	5
4.2	Payments to Members	5
5.	ET MEMBERSHIP OBLIGATIONS	6
5.1	ET recognition	6
5.2	Constitution of the Association	7
5.3	Amendment of the Association Constitution	7
6.	MEMBERSHIP	8
6.1	Categories of Members	8
6.2	Application for Membership	8
6.3	Discretion to Accept or Reject Application	8
6.4	Renewal of membership	9
6.5	Deemed Membership	9
6.6	Life Members	9
6.7	General	10
6.8	Limited Liability	10
6.9	Effect of Membership	10
7.	DISCONTINUANCE OF MEMBERSHIP	11
7.1	Discontinuance by Notice of Resignation	11
7.2	Discontinuance by Breach	11
7.3	Discontinuance by Failure to Pay Subscription	12
7.4	Amendment to the Register	12
7.5	Forfeiture of Rights	12
7.6	Membership may be Reinstated	12
7.7	Refund of Membership Fees	12
8.	DISCIPLINE OF MEMBERS	13
8.1	Establishing a Disciplinary Committee	13
8.2	Provisional Suspension	13
8.3	Disciplinary Committee Members	13
8.4	Notice of Alleged Breach	13
8.5	Determination of Disciplinary Committee	14
8.6	Appeal	14
8.7	Appeal Tribunal	15
8.8	Appeals Process	15
9.	GRIEVANCE PROCEDURE	16
10.	FEES AND SUBSCRIPTIONS	16
10.1	Fees payable by Members	16

10.2	Non-Payment of Fees	17
11.	GENERAL MEETINGS.....	17
11.1	Annual General Meeting	17
11.2	Power to convene General Meeting	17
11.3	Notice of General Meeting.....	17
11.4	No other business	18
11.5	Cancellation or postponement of General Meeting.....	18
11.6	Written notice of cancellation or postponement of General Meeting	18
11.7	Contents of notice postponing General Meeting.....	18
11.8	Number of clear days for postponement of General Meeting.....	19
11.9	Business at postponed General Meeting	19
11.10	Non-receipt of notice	19
11.11	Family Member Representatives.....	19
11.12	No proxy voting	19
11.13	Postal voting	19
12.	PROCEEDINGS AT GENERAL MEETING.....	20
12.1	Number for a quorum	20
12.2	Requirement for a quorum	20
12.3	Quorum and time – Special General Meetings	20
12.4	Quorum and time – AGMs.....	20
12.5	Chairperson to preside over General Meetings	20
12.6	Conduct of General Meetings.....	20
12.7	Adjournment of General Meeting.....	21
12.8	Notice of adjourned meeting	21
12.9	Questions decided by majority	21
12.10	Equality of votes.....	21
12.11	Declaration of results	22
12.12	Poll.....	22
12.13	Objection to voting qualification.....	22
12.14	Chair to determine any poll dispute	22
12.15	Minutes	22
12.16	Delegate	23
13.	VOTES OF MEMBERS	23
14.	SDA COMMITTEE MEMBERS.....	24
14.1	Composition of the SDA	24
14.2	Portfolios.....	24
14.3	Qualifications	24
14.4	Current SDA	24
14.5	Remuneration of SDA Committee Members	24
14.6	Honorarium	25
15.	SDA ELECTED COMMITTEE MEMBERS.....	25
15.1	Nomination for SDA	25
15.2	Form of Nomination.....	25
15.3	Elections	25
15.4	Term of Appointment.....	26
16.	SDA APPOINTED COMMITTEE MEMBERS.....	26
16.1	Appointment of SDA Appointed Committee Members	26
16.2	Qualifications for SDA Appointed Committee Members	26
16.3	Term of Appointment.....	26

17.	VACANCIES ON THE SDA	26
17.1	Casual Vacancies	26
17.2	Grounds for Termination of SDA Committee Member	27
17.3	SDA May Act.....	27
18.	POWERS AND DUTIES OF SDA COMMITTEE MEMBERS	28
18.1	SDA Committee Members to manage the Association	28
18.2	Specific powers of SDA Committee Members	28
18.3	Time, etc.	28
18.4	Delegation of powers	28
18.5	Code of Conduct	29
19.	PROCEEDINGS AT SDA COMMITTEE MEMBERS MEETINGS	29
19.1	SDA Committee Members meetings	29
19.2	Questions decided by majority	29
19.3	Chair's casting vote	29
19.4	Quorum.....	29
19.5	Convening meetings	29
19.6	Election of Chairperson	30
19.7	Circulating resolutions.....	30
19.8	Validity of acts of SDA Committee Members	31
19.9	SDA Committee Members' interests.....	31
19.10	Minutes	31
20.	TELECOMMUNICATION MEETINGS OF THE ASSOCIATION	31
20.1	Telecommunication meeting	31
20.2	Conduct of telecommunication meeting.....	31
21.	PUBLIC OFFICER.....	32
22.	COMMITTEES.....	32
22.1	Committees.....	32
22.2	Powers delegated to Committees.....	32
22.3	Committee meetings	33
23.	BY-LAWS	33
23.1	Making and amending By-Laws	33
23.2	Effect of By-Laws	33
24.	KEEPING AND INSPECTION OF RECORDS	33
25.	ACCOUNTS	33
25.1	Accounting Records.....	33
25.2	Transactions	34
25.3	Auditor	34
26.	SERVICE OF DOCUMENTS	34
26.1	Document includes notice	34
26.2	Methods of service on a Member	34
26.3	Methods of service on the Association	34
26.4	Post	34
26.5	Electronic transmission	35
27.	INDEMNITY.....	35
27.1	Indemnity of officers.....	35
27.2	Insurance	35
27.3	Deed.....	36

28.	WINDING UP	36
28.1	Contributions of Members on winding up	36
28.2	Excess property on winding up	36
29.	COMMON SEAL.....	36
30.	SOURCE OF FUNDS.....	37
31.	REGISTERED ADDRESS	37

1. NAME OF THE ASSOCIATION

The name of the association is the Dressage Association of Tasmania Incorporated (**Association**).

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Act 1964* (Tas).

AGM or Annual General Meeting means the annual General Meeting of the Association required to be held by the Association in each calendar year.

SDA Appointed Committee Member means an SDA Committee Member appointed under **clause 16**.

Annual Member means any Member of the Association excluding Life Members.

Annual Subscription means the annual fees payable by each category of Member as determined by the Board under **clause 10**.

SDA or SDA Committee Members means all or some of the SDA Committee Members of the Association acting as a board.

By-Law means a by-law made under **clause 23**.

Chairperson or Chair means the person elected under **clause 19.6**.

Committee means a committee established by the SDA under **clause 22**.

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

Delegate means the person elected under **clause 12.16(a)** to represent the Association at general meetings of ET.

SDA Committee Member means a committee member of the Association and includes SDA Elected Committee Members and SDA Appointed Committee Members.

EA means Equestrian Australia Limited (ABN 19 077 455 755).

SDA Elected Committee Member means an SDA Committee Member of the Association elected under **clause 15**.

ET means Equestrian Tasmania Incorporated (ABN 69 934 724 696).

ET Constitution means the constitution of ET and includes any by-laws made by ET in force from time to time.

Family Member means a group of persons (however many) who at the time of Registration:

- (a) cohabit as a single unit; and
- (b) comprise one or more of the relationships of partner, parent and child and/or grandparent and grandchild.

FEI means the Fédération Equestre Internationale.

Financial Year means the year commencing 1 July and ending 30 June in the following calendar year.

General Meeting means a general meeting of Members.

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

Junior Member means a person under the age of 18 at the time of Registration.

Life Member means a Member admitted to the Association under **clause 6.6**.

Member means a member of the Association under **clause 6**.

Non Riding Member means a non-riding individual who is Registered with the Association.

Objects mean the objects of the Association in **clause 3.1**.

Officials Member means a non-riding individual who is a duly elected or appointed member of the SDA and who is Registered with the Association.

Public Officer means a person appointed as public officer under **clause 21**.

Registration means registration of a Member, such registration being in the form of a signed application form and their consent to membership of the Association as required by **clause 6.2**. **Registered** has a corresponding meaning.

Representative means the person appointed under **clause 11.11(a)** to represent a Family Member at General Meetings of the Association.

Senior Member means a person over the age of 18 at the time of Registration.

Special General Meeting means a General Meeting other than an Annual General Meeting.

Special Resolution has the same meaning as that given to it in the Act.

Sport means 'Dressage' as recognised by the FEI from time to time.

Statutes and Regulations mean the constitution and internal regulations of the FEI in force from time to time.

Voting Member means those Members of the Association entitled to vote in General Meeting as set out under **clause 6.1**.

Young Rider Member means a person aged 21 years old or under at the time of Registration.

2.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person or by proxy, attorney or representative;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or Territory or the Commonwealth or otherwise;
- (i) **(include)** the words **include**, **includes**, **including** and **for example** are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Territory or Commonwealth law relating to electronic transmissions or in any other manner approved by the SDA Committee Members;
- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any

representation of words in a physical document or in an electronic communication or form or otherwise; and

- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

2.3 The Act

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

3. OBJECTS

3.1 Objects

FEI is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of the Sport. So that the above authority may be exercised in a fair and equitable manner, the FEI has drawn up the Statutes and Regulations governing the Sport.

Each national federation belonging to the FEI shall be presumed to acquiesce in and be bound by the Statutes and Regulations. EA is recognised by the FEI as the sole sporting power for the enforcement of the present Statutes and Regulations and control of the Sport in Australia.

ET is recognised by EA as the sole sporting power for the enforcement of the present Statutes and Regulations and control of the Sport in Tasmania. The Association is recognised as a member of ET under the ET Constitution.

The Objects of the Association shall be to:

- (a) recognise EA as the FEI recognised national federation for the Sport in Australia and to act as a member of ET in accordance with the Statutes and Regulations and the ET Constitution;
- (b) conduct, encourage, promote, advance, control and manage all levels of the Sport in Tasmania interdependently with Members and others;
- (c) foster and encourage horsemanship in all its forms;
- (d) conduct elite State level competitions;
- (e) adopt, formulate, issue, interpret and amend by-laws, rules and regulations for the control and conduct of the Sport in Tasmania in keeping with the terms of this Constitution and the ET Constitution, as amended from time to time;

- (f) encourage the provision and development of appropriate facilities for participation in the Sport;
- (g) maintain and enhance standards, quality and reputation of the Sport for the collective and mutual benefit and interests of members and the Sport;
- (h) use and promote the Intellectual Property;
- (i) promote the Sport for commercial, government and public recognition and benefits;
- (j) promote, control, manage and conduct competitions and championships;
- (k) undertake other actions or activities necessary, incidental or conducive to advance these Objects;
- (l) have regard to the public interest in its operations; and
- (m) encourage and promote widespread participation in the Sport to enhance opportunities for every participant to reach levels appropriate to their ability and aspiration.

3.2 ET

Subject to any applicable law, the Association must:

- (a) comply with, and do everything within its power to enforce compliance with, the Statutes and Regulations and the ET Constitution; and
- (b) represent Tasmania's interest in, and co-operate with, ET and EA in all matters relating to the organisation of Sport competitions, the Association's own Sport competitions and the Sport in general.

3.3 Powers

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

4. INCOME AND PROPERTY OF THE ASSOCIATION

4.1 Sole Purpose

The income and property of the Association will be applied only towards the promotion of the Objects.

4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Association; or

- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let by them to the Association.

5. ET MEMBERSHIP OBLIGATIONS

5.1 ET recognition

- (a) ET recognises the Association as the affiliate member representing the Sport in Tasmania and responsible for ensuring the efficient administration of the Sport in Tasmania in accordance with the Objects. The Association must be and remain a legal entity.
- (b) The Association will:
 - (i) have Objects that align with ET's objects and do all that is reasonably necessary to enable ET's objects to be achieved, having regard to any legislation applicable to the Association;
 - (ii) effectively promulgate and enforce the ET Constitution and the Statutes and Regulations;
 - (iii) at all times act for and on behalf of the interests of ET, the Association, the Members and the Sport;
 - (iv) be responsible and accountable to ET for fulfilling its respective obligations under ET's strategic plan as revised from time to time;
 - (v) provide ET with copies of its audited accounts, annual report and associated documents immediately following its Annual General Meeting;
 - (vi) provide ET with copies of its business plans and budgets from time to time and within 21 days of request by the ET board;
 - (vii) be bound by the ET Constitution and the Statutes and Regulations;
 - (viii) act in good faith and loyalty to maintain and enhance ET and the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
 - (ix) at all times operate with, and promote, mutual trust and confidence between ET, the Association and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;
 - (x) maintain a database of all Members that are Registered with it in accordance with the ET Constitution and provide a copy to ET upon request from time to time by the ET board in such means as may be required; and

- (xi) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and development.

5.2 Constitution of the Association

- (a) The Association shall take all steps necessary to ensure this Constitution (and any amendments) conforms to the ET Constitution, subject to any prohibition or inconsistency in any relevant legislation.
- (b) This Constitution and any subsequent amendments to this Constitution shall be subject to the approval of ET.
- (c) ET shall approve, without delay, this Constitution and any subsequent amendments to this Constitution as may be submitted by the Association provided the amendments conform to the ET Constitution.
- (d) If the documents do not conform to the ET Constitution, the Association shall, without delay, take all steps necessary to address the inconsistency so that the documents conform to the ET Constitution.
- (e) For the avoidance of doubt, if any inconsistency remains between this Constitution and the ET Constitution, the ET Constitution shall prevail to the extent of that inconsistency.
- (f) The Association must:
 - (i) advise ET as soon as practicable of any serious administrative, operational or financial difficulties the Association is having;
 - (ii) assist ET in investigating those issues; and
 - (iii) cooperate with ET in addressing those issues in whatever manner, including by allowing ET to appoint an administrator to conduct and manage the Association's business and affairs, or to allow ET itself to conduct itself all or part of the business or affairs of the Association and on such conditions as ET considers appropriate.
- (g) The Association acknowledges that ET may develop and implement by-laws which may set out:
 - (i) the membership criteria (of ET) to be met by the Association; and
 - (ii) the privileges and benefits of membership of ET.

5.3 Amendment of the Association Constitution

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution.

6. MEMBERSHIP

6.1 Categories of Members

Members of the Association shall fall into one of the following categories:

- (a) Senior Members, who subject to this Constitution shall have the right to attend, debate and vote at General Meetings;
- (b) Life Members, who subject to this Constitution shall have the right to attend, debate and vote at General Meetings;
- (c) Young Rider Members, who subject to this Constitution shall have the right to attend and debate but not vote at General Meetings;
- (d) Junior Members, who subject to this Constitution shall have the right to attend and debate but not vote at General Meetings;
- (e) Non Riding Members, who subject to this Constitution shall have the right to attend and debate but not vote at General Meetings;
- (f) Family Members, who subject to this Constitution shall be represented by their Representative, who shall have the right to attend, debate and vote at General Meetings;
- (g) Officials Members, who subject to this Constitution shall have the right to attend, debate and vote at General Meetings; and
- (h) such new or other categories of Members as may be established by the SDA Committee Members. Any new category of Member established by the SDA Committee Members must not be granted voting rights without the approval of the Association in General Meeting.

6.2 Application for Membership

- (a) To be eligible for membership as an Annual Member, the applicant must be a natural person and meet any other criteria set by the SDA from time to time.
- (b) Subject to this Constitution or any procedures set by the SDA from time to time, an application for membership as an Annual Member must be:
 - (i) in writing in the form prescribed by the SDA from time to time;
 - (ii) accompanied by the appropriate fee or fees, if any; and
 - (iii) lodged with the SDA or its nominee.

6.3 Discretion to Accept or Reject Application

- (a) The SDA may accept or reject an application whether the applicant has complied with the requirements in **clause 6.2** or not, and shall not be

required or compelled to provide any reason for such acceptance or rejection.

- (b) If the SDA rejects an application for membership, it shall, as soon as practicable, notify the applicant in writing that their application for membership is not approved. If the SDA rejects an application, it shall refund any fees forwarded with the application.
- (c) If a person satisfies the criteria set by **clause 6.2** and the SDA accepts the application for membership, the applicant shall be deemed an Annual Member as described in their application, subject always to this Constitution. Membership of the Association shall be deemed to commence upon acceptance of the application by the SDA. The register shall be updated accordingly as soon as practicable.

6.4 Renewal of membership

- (a) Annual Members must reapply for membership of the Association each Financial Year in accordance with the procedures set down by the SDA from time to time.
- (b) Upon re-application an Annual Member must provide details of any change in their personal details, and any other information reasonably required by the Association.

6.5 Deemed Membership

All persons who are, prior to the approval of this Constitution under the Act, Members of the Association shall be deemed Members from the time of approval of this Constitution under the Act. Such membership shall continue subject to the terms of this Constitution.

6.6 Life Members

- (a) Life Membership is the highest honour which can be bestowed by the Association for longstanding and valued service to the Sport in Tasmania.
- (b) Any Senior Member may forward a proposal for nomination for Life Membership to the SDA Committee Members for their consideration.
- (c) On the nomination of the SDA, any individual may be elected as a Life Member at any AGM by Special Resolution.
- (d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (e) There shall be no more than one Life Member elected at any Annual General Meeting.
- (f) The By-Laws may set out:

(A) current Life Members; and

(B) the criteria to be met by Life Members;

- (g) At the time of adoption of this Constitution, the Life Members of the Association shall be those persons currently recognised by the Association as Life Members.
- (h) Life Members will not be required to pay any subscriptions under **clause 10**.

6.7 General

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

6.8 Limited Liability

Members have no liability except as set out in **clause 28**.

6.9 Effect of Membership

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

- (v) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport; and
 - (vi) they are entitled to all benefits, advantages, privileges and services of Association membership.
- (b) Subject to **clause 10.2**, a Voting Member of the Association has the right:
- (i) to receive notice of General Meetings and of proposed Special Resolutions in the manner and time prescribed by this Constitution;
 - (ii) to submit items of business for consideration at a General Meeting;
 - (iii) to attend and be heard at General Meetings;
 - (iv) to vote at a General Meeting; and
 - (v) to have access to documents of the Association as provided under **clause 24**.

7. DISCONTINUANCE OF MEMBERSHIP

7.1 Discontinuance by Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving notice in writing to the Association of resignation or withdrawal.
- (b) Upon the expiration of that period of notice, the Member shall cease to be a Member. A Life Member may resign by notice in writing with immediate effect.

7.2 Discontinuance by Breach

- (a) Membership of the Association may be discontinued by the SDA upon breach of any clause of this Constitution, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the By-Laws or any resolution or determination made or passed by the SDA or any duly authorised committee.
- (b) Membership shall not be discontinued by the SDA under **clause 7.2(a)** without the SDA first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the SDA's view to adequately explain or remedy the breach, that Member's membership shall be discontinued under **clause 7.2(a)** by the Association giving written notice of the discontinuance.

7.3 Discontinuance by Failure to Pay Subscription

- (a) A Member is taken to have resigned if:
 - (i) The Member's Annual Subscription is outstanding more than three months after the due date determined by the SDA in accordance with **clause 10.1(a)**. Where a Member fails to pay the Annual Subscription by that time, that Member's membership will automatically be deemed to have lapsed from that time; or
 - (ii) If no Annual Subscription is payable:
 - (A) the SDA has made a written request to the Member to confirm that he or she wishes to remain a Member; and
 - (B) the Member has not, within three months after receiving that request, confirmed in writing that he or she wishes to remain a Member.
- (b) Should a sufficient explanation be made to the SDA for the failure to pay subscription or reason for not responding to a request, the SDA shall have the power to restore the Membership upon payment of the amount due (if any).

7.4 Amendment to the Register

Upon the expiration of a notice given under **clause 7.1**, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the register.

7.5 Forfeiture of Rights

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

7.6 Membership may be Reinstated

Membership which has been discontinued under this **clause 7** may be reinstated at the discretion of the SDA, upon such conditions as it deems appropriate.

7.7 Refund of Membership Fees

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

8. DISCIPLINE OF MEMBERS

8.1 Establishing a Disciplinary Committee

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

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

the SDA may:

- (d) implement the procedures outlined in the Disciplinary By-Laws of EA and/or ET as are in effect from time to time; or
- (e) by resolution and in accordance with **clause 22**, establish a disciplinary committee to convene to hear a matter against any Member and to determine what action, if any, to take against that Member (**Disciplinary Hearing**), and that Member, will be subject to, and submits unreservedly to the jurisdiction, disciplinary procedures and penalties and the appeal mechanisms (if any) in this Constitution.

8.2 Provisional Suspension

- (a) Upon establishing a disciplinary committee in accordance with **clause 8.1** the SDA may by resolution provisionally suspend the Member subject to the Disciplinary Hearing until such time as the disciplinary committee makes a finding.
- (b) The disciplinary committee may lift a provisional suspension prior to making a finding at the Disciplinary Hearing.

8.3 Disciplinary Committee Members

The members of the disciplinary committee:

- (a) may be Members or anyone else; but
- (b) must not be biased against, or in favour of, the Member concerned.

8.4 Notice of Alleged Breach

- (a) Where a disciplinary committee is established the Association shall serve on the Member not earlier than 28 days and not later than 14 days before the Disciplinary Hearing is to be held, a notice in writing:

- (i) setting out the alleged breach of the Member and the grounds on which it is based;
- (ii) stating that the Member may address the disciplinary committee at the Disciplinary Hearing;
- (iii) stating the date, place and time of that Disciplinary Hearing; and
- (iv) informing the Member that he, she or it may do one or more of the following:
 - (A) attend that Disciplinary Hearing; and
 - (B) give the disciplinary committee prior to, or at that meeting, a written statement regarding the alleged breach.

8.5 Determination of Disciplinary Committee

- (a) The disciplinary committee shall ensure that the Disciplinary Hearing accords with the principles of procedural fairness by ensuring that:
 - (i) the Member has the opportunity to be heard and to call witnesses; and
 - (ii) due consideration is given to any written statement submitted by the Member or a witness,

before determining whether the alleged breach occurred.
- (b) If the disciplinary committee determines there was a breach under **clause 8.1**, it will determine what penalty (if any) shall be given to the Member, and give notice of this to the SDA.
- (c) The penalties able to be given to the Member by the disciplinary committee include:
 - (i) expel a Member from the Association; or
 - (ii) suspend a Member from membership of the Association or accessing certain privileges of membership for a specified period; or
 - (iii) fine a Member; or
 - (iv) impose such other penalty, action or educative process as the disciplinary committee sees fit.

8.6 Appeal

- (a) Subject to **clause 8.6(b)**, an appeal tribunal may be appointed by the SDA to hear and adjudicate on any appeal lodged by a Member against the decision of the disciplinary committee.

- (b) An appeal may only be lodged by a party directly affected by a decision and where such an appeal is based on the ground that new information or evidence can be presented that was not available at the time of the original decision being appealed against.

8.7 Appeal Tribunal

- (a) The SDA will appoint an appeal tribunal to determine an appeal lodged in accordance with the provisions of **clause 8.6**. The composition of an appeal tribunal shall be:
 - (i) an individual with legal training or experience in dispute resolution; or
 - (ii) a panel of 2 or 3 persons deemed suitable by the SDA including a chairperson with legal training or experience in dispute resolution.
- (b) No member of the appeal tribunal pursuant to **clauses 8.7(a)(i) and 8.7(a)(ii)** may have been a party to or directly interested in the decision under appeal or the original matter brought for determination.

8.8 Appeals Process

- (a) A request for an appeal against a decision of the disciplinary committee must be forwarded to the SDA in writing within 14 days of the relevant party being given notice of the disciplinary committee decision.
- (b) The lodgement of the appeal must be accompanied by payment of an appeal fee as determined by the SDA. The fee shall be fully refundable if the appeal is successful.
- (c) The SDA shall determine whether the appeal falls within the grounds for appeal pursuant to **clause 8.6(b)**. If satisfied, an appeal tribunal will be appointed within 7 days of formal lodgement of the appeal.
- (d) The appeal tribunal will schedule a date and venue for a hearing as soon as possible, and no later than 21 days after formal lodgement of the appeal.
- (e) If, as the circumstances may be, all parties are unable to be present at an appeal hearing, they may participate by teleconference or other medium as determined appropriate at the discretion of the appeal tribunal.
- (f) The parties will be advised of the grounds for appeal and invited to lodge written submissions which must be received by the SDA no later than 2 business days prior to the scheduled appeal hearing. The SDA or its nominee will ensure that all written submissions are distributed to all parties and the appeal tribunal in a timely manner prior to the hearing.
- (g) The appeal tribunal will consider the appeal in accordance with the principles of procedural fairness as broadly outlined in **clause 8.5**.

- (h) The appeal tribunal may adjourn a hearing to obtain further information or evidence.
- (i) At the conclusion of the hearing the appeal tribunal shall:
 - (i) uphold the appeal and rescind the original decision; or
 - (ii) dismiss the appeal; or
 - (iii) dismiss the appeal and review the penalty within the provisions of **clause 8.5(c)**.
- (j) The decision of the appeal tribunal shall be final.
- (k) The appeal tribunal must forward to the SDA a written report outlining their determination of the matter.

9. GRIEVANCE PROCEDURE

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between a Member and:
 - (i) another Member; or
 - (ii) the Association.
- (b) The parties to the dispute must meet (which may, if agreed by the parties, take place by using any technology that allows the parties to clearly and simultaneously communicate with each other) and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may, within 10 days, refer the dispute to an appropriate dispute settlement body for resolution.
- (a) Where a Member has initiated a grievance under this **clause 9**, the Association must not take disciplinary action under **clause 8** against the Member initiating the grievance in relation to the matter which is subject of the grievance until the grievance procedure has been completed.
- (b) The SDA may prescribe additional grievance procedures in By-Laws consistent with this **clause 9**.

10. FEES AND SUBSCRIPTIONS

10.1 Fees payable by Members

- (a) The SDA Committee Members must determine from time to time:
 - (i) the amount (if any) payable by an applicant for membership;

- (ii) the Annual Subscription fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and due date for payment.
- (b) Each Member must pay to the Association the amounts determined under this **clause 8** in accordance with **clause 10.1(a)(iv)**.

10.2 Non-Payment of Fees

- (a) Subject to **clause 10.2(b)** but notwithstanding any other clause of this Constitution, the right of a Member to attend and vote at a General Meeting may, at the discretion of the SDA Committee Members, be suspended while the payment of any subscription or other amount determined under **clause 10.1(a)** is in arrears.
- (b) Where a Member is in arrears for any amount the SDA may enter an arrangement with the Member for the payment of that amount.

11. GENERAL MEETINGS

11.1 Annual General Meeting

AGMs of the Association are to be held:

- (a) according to the Act; and
- (b) otherwise as determined by the SDA Committee Members (including date and venue).

11.2 Power to convene General Meeting

- (a) The SDA Committee Members may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) Voting Members may convene a General Meeting in accordance with the Act or on the requisition in writing of at least 10 Voting Members.

11.3 Notice of General Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the SDA Committee Members, and the auditor of the Association; and
 - (ii) in accordance with **clause 26** and the Act.
- (b) At least 45 days prior to the proposed date of the AGM, the SDA will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.

- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
 - (i) all information required to be included in accordance with the Act;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
 - (iii) where applicable, any notice of motion received from any Voting Member or SDA Committee Member;
 - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

11.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

11.5 Cancellation or postponement of General Meeting

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

- (a) Voting Members according to the Act;
- (b) the SDA Committee Members at the request of Members; or
- (c) a Court.

11.6 Written notice of cancellation or postponement of General Meeting

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

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

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

11.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and

- (c) if the meeting is to be held in 2 or more places, the technology that will be used to hold the meeting in that manner.

11.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 11.6**.

11.9 Business at postponed General Meeting

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

11.10 Non-receipt of notice

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

11.11 Family Member Representatives

- (a) Each Family Member is entitled to appoint an individual as its Representative to attend and vote on behalf of that Family Member at General Meetings and to exercise the powers of the Family Member in relation to resolutions to be passed without meetings.
- (b) The individual appointed by the Family Member to be its Representative must be a person Registered within that Family Membership. An SDA Committee Member cannot also be appointed as a Family Member's Representative.
- (c) A Family Member may appoint more than 1 Representative but only 1 Representative may exercise the Family Member's powers at any General Meeting.
- (d) Family Members must notify the chair/president of their appointed Representative prior to the start of the relevant General Meeting.

11.12 No proxy voting

Proxy voting is not permitted at General Meetings of the Association.

11.13 Postal voting

Postal voting or voting by electronic communication at General Meetings of the Association may be permitted from time to time in such instances as the SDA Committee Members may determine and shall be conducted in accordance with procedures prescribed by the SDA Committee Members.

12. PROCEEDINGS AT GENERAL MEETING

12.1 Number for a quorum

13 Voting Members must be present and eligible to vote for a quorum to exist at a General Meeting.

12.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General Meeting.

12.3 Quorum and time – Special General Meetings

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

- (a) if convened by, or on requisition of, Members is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

12.4 Quorum and time – AGMs

- (a) If within 30 minutes after the time appointed for an AGM, or at any other time during the meeting, a quorum is not present, the AGM stands adjourned to such other day, time and place as the chair determines.
- (b) Where an AGM has been adjourned under **clause 12.4(a)**, such Voting Members as are present on the adjourned date shall constitute a quorum.

12.5 Chairperson to preside over General Meetings

- (a) The Chairperson is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chairperson, or the Chairperson is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
 - (i) the deputy chairperson;
 - (ii) an SDA Committee Member (or other person) chosen by a majority of the SDA Committee Members present;
 - (iii) the only SDA Committee Member present; or
 - (iv) a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

12.6 Conduct of General Meetings

- (a) The chair:

- (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
- (ii) may require the adoption of any procedure which in his opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
- (iii) may, having regard where necessary to the *Corporations Act 2001* (Cth), terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.

(b) A decision by the chair under this **clause 12.6** is final.

12.7 Adjournment of General Meeting

- (a) The chair may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

12.8 Notice of adjourned meeting

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

12.9 Questions decided by majority

Subject to the requirements of the Act (if any) and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

12.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt the chair does not have a casting vote where voting is equal.

12.11 Declaration of results

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of the meetings of the Association, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

12.12 Poll

- (a) If a poll is properly demanded in accordance with the *Corporations Act 2001* (Cth) or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Voting Member will have the number of votes fixed under **clause 13**.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

12.13 Objection to voting qualification

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

12.14 Chair to determine any poll dispute

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

12.15 Minutes

- (a) The SDA must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:

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

12.16 Delegate

- (a) The Voting Members shall annually appoint a Delegate at the AGM by simple majority.
- (b) The Delegate shall represent the Association at general meetings of ET. The Delegate will be entitled to:
 - (i) receive all notices of ET general meetings as would otherwise be received by the Association; and
 - (ii) vote as the delegate of the Association at general meetings of ET.
- (c) The SDA Committee Members shall advise ET in writing of the Delegate's name, address, phone number and position with the Association within 14 days of his appointment.
- (d) At general meetings of ET the Delegate must vote in accordance with any direction of the SDA, if provided.

13. VOTES OF MEMBERS

- (a) At a General Meeting, on a show of hands and on a poll, each Voting Member shall have one vote.
- (b) No Members other than Voting Members are entitled to vote at General Meetings.

14. SDA COMMITTEE MEMBERS

14.1 Composition of the SDA

The SDA shall consist of:

- (a) 7 SDA Elected Committee Members all of whom will be elected under **clause 15.3**; and
- (b) up to 2 additional SDA Appointed Committee Members who shall be appointed in accordance with **clause 16**.

14.2 Portfolios

- (a) The SDA may allocate portfolios to SDA Committee Members.
- (b) At the first SDA Committee Members' meeting after the AGM, the SDA Committee Members may elect one SDA Committee Member to each of the following positions:
 - (i) deputy chairperson;
 - (ii) treasurer; and
 - (iii) secretary.

14.3 Qualifications

The SDA may determine from time to time job descriptions and qualifications for SDA Committee Members.

14.4 Current SDA

The term of the members of the governing body of the Association in place immediately prior to approval of this Constitution under the Act shall expire at the AGM at which this Constitution is approved, and thereafter the positions of the SDA Committee Members shall be filled, vacated and otherwise dealt with in accordance with this Constitution. Those SDA Committee Members may be re-elected or re-appointed for a further term, as the case may be, subject always to this Constitution.

14.5 Remuneration of SDA Committee Members

An SDA Committee Member may not be paid for services as an SDA Committee Member but, with the approval of the SDA Committee Members and subject to the Act, may be:

- (a) paid by the Association for services rendered to it other than as an SDA Committee Member; and
- (b) reimbursed by the Association for their reasonable travelling, accommodation and other expenses when:

- (i) travelling to or from meetings of the SDA Committee Members, a Committee or the Association; or
- (ii) otherwise engaged on the affairs of the Association.

14.6 Honorarium

The Association may in General Meeting by ordinary resolution determine to pay an SDA Committee Member an ex-gratia payment.

15. SDA ELECTED COMMITTEE MEMBERS

15.1 Nomination for SDA

Nominations for SDA Elected Committee Members shall be called for by the SDA or its nominee 45 days prior to the General Meeting at which the election is to be held (usually the AGM).

15.2 Form of Nomination

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) signed by a Voting Member;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Association not less than 28 days before the date fixed for the holding of the General Meeting.

15.3 Elections

- (a) If the number of nominations received for positions on the SDA is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the SDA, then those nominated shall be declared elected.
- (b) If there are insufficient nominations received to fill all vacancies on the SDA, the positions will be deemed casual vacancies under **clause 17.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in order drawn by ballot, for each vacancy on the SDA.
- (d) The voting shall be conducted by a first past the post method, or in such manner and by such method as may be determined by the SDA from time to time.

15.4 Term of Appointment

- (a) Subject to this Constitution, SDA Elected Committee Members shall be elected annually in accordance with this Constitution for a term of one year, which shall commence from the conclusion of the General Meeting at which the election occurred until the conclusion of the Annual General Meeting following.
- (b) Following the adoption of this Constitution, no person who has served as an SDA Committee Member for a period of 10 consecutive full terms (10 years), including terms as either an SDA Elected Committee Member or SDA Appointed Committee Member, shall be eligible for re-election as an SDA Committee Member until the second Annual General Meeting following the date of conclusion of their last term as an SDA Committee Member.

16. SDA APPOINTED COMMITTEE MEMBERS

16.1 Appointment of SDA Appointed Committee Members

The SDA Elected Committee Members may appoint up to 2 SDA Appointed Committee Members in accordance with this Constitution.

16.2 Qualifications for SDA Appointed Committee Members

SDA Appointed Committee Members should have skills that complement and/or supplement any skill gaps that may exist in the SDA, with the aim of ensuring that the SDA has all the necessary skills to govern the organisation. SDA Appointed Committee Members do not need to be Members or have experience in, or exposure to, the Sport.

16.3 Term of Appointment

SDA Committee Members appointed under **clause 16.1** may be appointed by the SDA Elected Committee Members in accordance with this Constitution for a term of up to 1 year, which shall commence and conclude on dates as determined by the SDA Elected Committee Members.

17. VACANCIES ON THE SDA

17.1 Casual Vacancies

- (a) Any casual vacancy that occurs in the position of an SDA Committee Member may be filled by the remaining SDA Committee Members from among appropriately qualified persons.
- (b) Any casual vacancy may only be filled for the remainder of the vacating SDA Committee Member's term under this Constitution.

17.2 Grounds for Termination of SDA Committee Member

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

- (a) dies;
- (b) becomes bankrupt or insolvent under administration or makes any arrangement or composition with their 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 their office in writing to the Association;
- (e) is absent without the consent of the SDA from meetings of the SDA held during a period of 3 months;
- (f) is an employee of the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (h) after reasonable consideration by the SDA it determines the SDA Committee Member:
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Association and/or the Sport; or
 - (ii) has brought himself, the Association or the Sport into disrepute, provided the SDA Committee Member is first given the opportunity to make written or oral submissions to the SDA before a determination is made;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001* (Cth).

17.3 SDA May Act

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

18. POWERS AND DUTIES OF SDA COMMITTEE MEMBERS

18.1 SDA Committee Members to manage the Association

The SDA Committee Members are to manage the Association's business and may exercise those of the Association's powers that are not required, by the Act or by this Constitution, to be exercised by the Association in General Meeting.

18.2 Specific powers of SDA Committee Members

Without limiting **clause 18.1** the SDA Committee Members may exercise all the Association's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Association or of any other person.

18.3 Time, etc.

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

18.4 Delegation of powers

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

18.5 Code of Conduct

The SDA Committee Members may:

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

19. PROCEEDINGS AT SDA COMMITTEE MEMBERS MEETINGS

19.1 SDA Committee Members meetings

- (a) Subject to **clause 19.1(b)**, the SDA Committee Members may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The SDA Committee Members must meet at least 7 times in each calendar year.

19.2 Questions decided by majority

A question arising at a SDA Committee Members' meeting is to be decided by a majority of votes of the SDA Committee Members present in person and entitled to vote. Each SDA Committee Member present has 1 vote on a matter arising for decision by SDA Committee Members.

19.3 Chair's casting vote

The chair of the meeting will not have a casting vote.

19.4 Quorum

Six SDA Committee Members present in person constitutes a quorum.

19.5 Convening meetings

- (a) Any SDA Committee Member may convene a SDA Committee Members' meeting.
- (b) Notice of a meeting of SDA Committee Members must be given individually to each SDA Committee Member (except an SDA Committee Member on leave of absence approved by the SDA Committee Members). Notice of a meeting of SDA Committee Members may be given in person, or by post or by telephone, facsimile or other electronic means.
- (c) An SDA Committee Member may waive notice of a meeting of SDA Committee Members by giving notice to that effect to the Association in person or by post or by telephone, facsimile or other electronic means.

- (d) A person who attends a meeting of SDA Committee Members waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the SDA Committee Members or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at that meeting of SDA Committee Members.

19.6 Election of Chairperson

- (a) The SDA Elected Committee Members must at the first SDA meeting after the AGM annually elect by majority vote one of their number to the office of Chairperson.
- (b) The SDA Committee Member elected to the office of Chairperson under **clause 19.6(a)** will remain Chairperson for 1 year from the date of their election until the first SDA meeting after the next AGM and shall chair any SDA meeting. An SDA Committee Member elected as Chairperson may be re-elected as Chairperson in following years, so long as he or she remains an SDA Committee Member.
- (c) Despite **clause 19.6(b)**, if:
 - (i) there is no person elected as Chairperson; or
 - (ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chairperson is unwilling to act,
 the following may preside as chair of that meeting:
 - (iv) the deputy chairperson; or
 - (v) an SDA Committee Member elected by the SDA Committee Members present.

19.7 Circulating resolutions

- (a) The SDA Committee Members may pass a resolution without a SDA Committee Members' meeting being held if the required majority of the SDA Committee Members who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the SDA Committee Members if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last SDA Committee Member required to achieve the required majority signs.

19.8 Validity of acts of SDA Committee Members

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

19.9 SDA Committee Members' interests

- (a) An SDA Committee Member shall declare to the SDA that SDA Committee Member's interest in any matter in which any material personal interest or related party transaction arises as defined by the *Corporations Act 2001* (Cth), and that SDA Committee Member must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter.
- (b) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the SDA Committee Members or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (c) The SDA shall maintain a register of declared interests.

19.10 Minutes

The SDA Committee Members must cause minutes of meetings to be made and kept according to the Act and the *Corporations Act 2001* (Cth).

20. TELECOMMUNICATION MEETINGS OF THE ASSOCIATION

20.1 Telecommunication meeting

- (a) A General Meeting or a SDA Committee Members' Meeting may be held by means of a telecommunication meeting, provided that:
 - (i) the number of Members or SDA Committee Members (as applicable) participating is not less than a quorum required for a General Meeting or SDA Committee Members' Meeting (as applicable); and
 - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this **clause 20**.

20.2 Conduct of telecommunication meeting

The following provisions apply to a telecommunication meeting of the Association:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means of communication for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

21. PUBLIC OFFICER

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

22. COMMITTEES

22.1 Committees

The SDA Committee Members may by written instrument delegate any of their powers to Committees consisting of such persons they think fit (including SDA Committee Members, individuals and consultants), and may vary or revoke any delegation.

22.2 Powers delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the SDA Committee Members. A Committee is responsible to and reports to the SDA.

- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the SDA Committee Members.

22.3 Committee meetings

Committee meetings are governed by the provisions of this Constitution dealing with SDA Committee Members' meetings, as far as they are capable of application.

23. BY-LAWS

23.1 Making and amending By-Laws

- (a) The SDA Committee Members may from time to time make By-Laws which in their opinion are necessary or desirable for the control, administration and management of the Association's affairs and the Sport in Tasmania and may amend, repeal and replace those By-Laws.
- (b) Interpretation of the By-Laws is solely the responsibility of the SDA Committee Members.

23.2 Effect of By-Laws

A By-Law:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

24. KEEPING AND INSPECTION OF RECORDS

- (a) The SDA Committee Members will cause the Association records to be kept for a period of 7 years from their creation.
- (b) Subject to privacy and confidentiality obligations Members shall have the right to inspect documents of the Association as permitted by the Act.
- (c) The SDA may impose conditions on a Member's inspection of the Association documents under this clause or may refuse such inspection where the SDA reasonably considers that the Member is not seeking and/or undertaking the inspection in good faith and/or for a proper purpose.

25. ACCOUNTS

25.1 Accounting Records

The SDA Committee Members will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.

25.2 Transactions

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

25.3 Auditor

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

26. SERVICE OF DOCUMENTS

26.1 Document includes notice

In this **clause 26**, document includes a notice.

26.2 Methods of service on a Member

The Association may give a document to a Member:

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

26.3 Methods of service on the Association

A Member may give a document to the Association:

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

26.4 Post

A document sent by post:

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

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

26.5 Electronic transmission

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

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

27. INDEMNITY

27.1 Indemnity of officers

Every person who is or has been:

- (a) an SDA Committee Member; or
- (b) Public Officer,

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

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

27.2 Insurance

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

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

27.3 Deed

The Association may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 27.1** on the terms the SDA Committee Members think fit (as long as they are consistent with **clause 27.1**).

28. WINDING UP

28.1 Contributions of Members on winding up

- (a) Each Voting Member must contribute to the Association's property if the Association is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
 - (i) payment of the Association's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves,and the amount is not to exceed \$1.00.
- (c) No other Member must contribute to the Association's property if the Association is wound up.

28.2 Excess property on winding up

- (a) If on the winding up or dissolution of the Association, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
 - (i) having objects similar to those of the Association; and
 - (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

29. COMMON SEAL

- (a) If the Association has a common seal it shall:
 - (i) be kept in the custody of the SDA or its nominee; and

- (ii) not be affixed to any instrument except by the authority of the SDA and the affixing of the common seal shall be attested by the signatures of 2 SDA Committee Members.
- (b) An SDA Committee Member may not sign a document to which the seal of the Association is fixed where the SDA Committee Member is interested in the contract or arrangement to which the document relates.

30. SOURCE OF FUNDS

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

31. REGISTERED ADDRESS

The registered address of the Association is:

- (a) the address determined from time to time by resolution of the SDA; or
- (b) if the SDA has not determined an address to be the registered address, the postal address of the Public Officer.