

The NSW Netball Association Limited

Extraordinary General Meeting of the Council

Notice of Meeting

Date: Saturday 07 November 2020

Time: 9:00am (AEST)

Venue: Hybrid: Via Zoom video conference & Tennis NSW Function Room, Rod Laver Drive, Sydney Olympic Park

The Australian Securities & Investments Commission ("ASIC") has recognised that Coronavirus (COVID-19) is impacting on companies' ability to hold general meetings by way of a gathering of members in person. On March 20, 2020, ASIC announced that it considers that hybrid general meetings are permitted under the *Corporations Act 2001* (Cth) (**Act**) – assuming there is no prohibition or restriction in the entity's constitution. This view is based on section 249S of the Act - which expressly allows a company to hold a general meeting at 2 or more venues using any technology that gives the members as a whole a reasonable opportunity to participate. This section applies to Netball NSW. Netball NSW's constitution does not prohibit or restrict the holding of a hybrid general meeting. Accordingly, Netball NSW is permitted to hold a hybrid general meeting.

As such Netball NSW will be holding our first extraordinary Council meeting of 2020 as hybrid meeting. That is, the meeting will be held at a physical location (Tennis NSW Function Room, Rod Laver Drive, Sydney Olympic Park) with the Board, a small number of selected Netball NSW officeholders and up to 2 Association Delegates and Life Members able to attend in person (due to COVID-19 capacity restrictions and adherence to COVID-19 guidelines) plus the use of an online ZOOM technology facility for those Association Delegates and Life Members who are not able to attend in person.

Instructions on how to join the ZOOM Video Conference including login details will be provided directly to all Council members on Thursday 05 November 2020. Information on how to download the Zoom application and system requirements appears in the accompanying memorandum.

THE NEW SOUTH WALES NETBALL ASSOCIATION LIMITED (ACN 001 685 007)

NOTICE OF EXTRAORDINARY GENERAL MEETING OF THE COUNCIL

Notice is hereby given that a hybrid Extraordinary General Meeting of the Council of The New South Wales Netball Association Limited will be held on **Saturday 07 November 2020** at Tennis NSW Function Room, Rod Laver Drive, Sydney Olympic Park and via Zoom video conference

Commencing at 9:00am (Council Members encouraged to connect via Zoom from 8:30am).

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Michael Anderson

Company Secretary

NOTES:

1. A Member who is entitled to attend and vote at the meeting (being each duly appointed Delegate of a financial affiliated Association, a Life Member and the Directors other than the Chief Executive Officer) has the right to appoint a proxy to attend and vote on their behalf.
2. The proxy must be a member of the Company.
3. A Proxy Form is available on request to mikeanderson@netballnsw.com or by calling Michael Anderson on 02-9951-5009.
4. To be effective, the Proxy Form (and if it signed by an Attorney, the original or a certified copy of the relevant Power of Attorney) must be signed and received at Netball Central, 2 Olympic Boulevard, Sydney Olympic Park NSW 2127 or by email at the email address mikeanderson@netballnsw.com by **10.00 am (AEST) on Thursday 05 November 2020**.

1. Apologies

2. Proposed Netball NSW Constitution Changes

2.1 Netball NSW Constitution – Notice of Motion

- 1. Moved** the Board of Directors and seconded by the Board of Directors that the Netball NSW Constitution be adopted as per the attached document (Attachment 1).

Rationale:

Consistent with consultation with our members between 2018 and 2020, including Presentations from Carol Murphy (Director) at the Association Forum on 10th September 2019 together with the November 2019 and September 2020 Council Meetings, the Netball NSW Board now puts forward a set of amendments to the Constitution.

These changes are proposed after an extensive review by the Netball NSW Governance Sub-Committee (Chaired by Carol Murphy) to bring the Constitution more consistently in line with the Sports Governance Principles and Sport Governance Standards of Sport Australia (where relevant for Netball NSW) as well as to simplify wording and streamline the meeting provisions.

They are put forward with the Board's full support on the basis the amendments will assist to continue Netball NSW's journey over recent times towards a more contemporary governance structure, whilst recognising the careful balance required to ensure it remains relevant and appropriate to our NSW netball community. We have listened and respected your feedback, such as retaining the title of your "President" rather than Chairperson, and understand some things are held dear by many.

Netball NSW is a Company Limited by Guarantee and is very different to most netball Associations throughout the State. These changes are necessary for State and National sporting organisations to show support for the guidelines which is beneficial when seeking government and commercial support. It is not suggested that Associations need to make the same changes in their Constitutions.

As part of our new Strategic Plan 2020-22 there is a recognition that in the competitive sporting environment in which netball operates today, and will continue to face in the future, there is a need for Netball NSW as the state body to take a leadership role to bring together and influence as far as we can the many ways netball is played throughout our state, not all currently within the reach of our traditional governance framework or Association structure. Netball NSW intends by this Constitutional reform to allow us to better engage with other providers of netball, by welcoming them in a restricted (strictly non-voting) capacity into our membership, as a means of creating advantageous outcomes for the whole of our membership.

Reasoning for the material changes to the Constitution is outlined below:

- **Community Member and Interested Member**

'Community Member' and 'Interested Member' have been added to the membership categories.

Community Members are non-profit entities which have an interest in netball and Interested Members are for-profit entities with an interest in netball. To become a Community Member or Interested Member, a written application accompanied with the required membership fee must be provided. The Directors of Netball NSW have the discretion to accept or reject any application. If accepted, the Directors will then determine the category of membership applicable to the applicant. These members will be represented by one delegate of their choosing. The delegate may attend and debate at members' meetings on behalf of their respective member, but will have no voting rights.

The voting members remain the Affiliate Members, Life Members and Directors of the Association.

At the Community Netball level, it is a key strategic priority of Netball NSW to grow, foster and retain members and participants. We have discussed with Council on several occasions the realism that there are many other providers delivering netball products outside our traditional Affiliated structure (e.g. “Fast 5”/social, indoor netball, mens/mixed) which we estimate may be as high as 30% of participants of our sport within NSW. That is an extremely significant and growing number and, to us, means we need to accept there is an expanding market of netball that our traditional structure is not capturing, for varied reasons. Those participants want to play netball, but are attracted to play the game a different way.

In order to reach and best leverage those participants to help our game to grow, whether by using their participant numbers to attract more corporate support, media or fan engagement, we need to start by knowing who they are. If we can foster a closer working relationship with these other providers and our Associations there may well be shared opportunities to benefit us all.

That is not proposed in any way to occupy the place of our Associations or Clubs – but we believe by better engagement and communication of other providers (who are often led by commercial motives rather than volunteerism) we can learn and work together for the good of netball as a whole. As a starting point, in a commercial world driven by data and participant numbers, having better visibility of the ways people are playing our sport can only enhance the opportunity for growth.

What we are proposing here is a Constitutional structure that allows us to bring these other entities “into the Netball NSW tent” but without impacting in any negative way our traditional Association members and their control under the NNSW Constitution and otherwise – including annually what fees these new membership types would pay.

The intention here is to work with those providers as to how we could best utilise their participants or offerings in the best interests of netball.

- **The term Affiliate**

The term ‘Affiliate’ has been used to replace ‘Association’ throughout the document.

- **Voting Members and Member Meetings**

Member’s Meetings is a new term used in this document which includes both Council Meetings and General Meetings (such as AGM or EGM).

A Voting Member is a member of Netball NSW that is entitled to vote at Members’ Meetings, being the Affiliate Members, Life Members and Directors of the Association.

The Chief Executive Officer is not included in this description as the Chief Executive Officer is not entitled to vote. This is a change to our previous Constitution where the Chief Executive officer was classed as a non-voting Director.

- **Chief Executive Officer no longer a non-voting Director of the Board**

Consistent with the current Sports Governance Principles, this change allows for a clearer separation of the Board’s strategic role and the operational implementation by Management.

- **Board Composition**

The Board composition and eligibility requirements for the election and appointment of Directors have not changed, however, there is now no limitation on the number of Directors that can be members of the same Affiliate Member. With a new Nominations Committee process to assist the voting members with more information on the required skillsets of the Board and the continued ability of the membership to vote for the candidate/s they consider most suitable for election, we did not consider this provision to be as relevant as it once was. There is still the provision in Clause 13.8 where the voting members decide who will be elected even if the nominations equal or are less than the number of vacancies as all nominees must receive a majority of votes cast to be elected.

Netball NSW listened to feedback from our most recent September 2020 Council meeting and will accordingly retain the necessity for any nominee for an Board position needing to be a member.

- **Chairperson to be appointed by the Directors of Netball NSW**

A Chairperson (being the President of Netball NSW) and a Deputy Chairperson will be elected from the Directors by resolution of the Directors. This will come into effect from the AGM in March 2021 at the end of the term of the current President (Louise Sullivan) who was elected for 3 years at the 2018 AGM.

The title of 'President' will be retained for public and ceremonial purposes, with no change proposed in that respect.

Only Elected Directors will be eligible to be elected as Chairperson/President – noting the strong feedback from Associations that they did not consider an Appointed Director (not voted by the membership) was appropriate to serve in that capacity. The Board respects and supports that position for Netball NSW to ensure the connection to our netball community remains strong in this principal leadership role.

Their terms as Chairperson and Deputy Chairperson will be for a period of up to two years and they can only serve for a maximum of three consecutive terms (i.e. 6 consecutive years) in each of those respective roles. In addition to the responsibilities contained in the Constitution, they will also have any responsibilities agreed by the Directors.

Netball NSW appreciates this is a substantive change to historical practice for our organisation, and that some members feel they want to retain a direct say in who will be the Chair/President. In the netball context this Constitutional change is consistent with the practice of Netball Australia and other Member Organisations, and the Sport Governance Principles released by Sport Australia this year and previously.

Proudly Netball NSW is today a very substantive and complex business, with revenues of circa \$17 million per year and oversight of our netball community, competitions and pathways, venue operator for Netball Central and two elite Suncorp Super Netball Clubs in our NSW Swifts and GIANTS Netball, amongst others.

As our sport has grown and matured, Netball NSW has needed to adjust in the way we operate, which in some respects is quite differently to what it was in years past. There are many duties of the President/Chair which extend beyond the traditional ceremonial duties and many of which members would not see day to day, such as building relationships with our key corporate and Government partners as well as other stakeholders to ensure the best outcomes for Netball NSW.

The Netball NSW Board is strongly supportive of this change to ensure it is led by not only a person who is firstly elected by the eligible voting membership as an Elected Director (which is retained) but then, additionally, is also voted by their NNSW Board peers as the best person from among the Directors to act in that capacity. In all the circumstances to leave the vote for President as a

‘popular vote’ of the membership alone we consider is a risk for our sport given the level of responsibility and influence the position holds.

The President/Chair regularly represents the organisation to our membership and the wider community. It is an extremely important role for the effective and legitimate governance of Netball NSW. As such it is equally important that the person in this role has the respect and confidence of their fellow Directors.

Additional to the NNSW Board, it is perhaps noteworthy that the change is further endorsed by Netball NSW’s Immediate Past President, Wendy Archer AM (2003 – 2018) (Life Member) and existing President, Louise Sullivan (2018 – present).

Only a Director who has been voted into office by the members (an Elected Director) could hold this position.

- **President to still be the public title for Chairperson**

Having listened to the feedback of Council, the term ‘President’ will still be public title used for the Chairperson.

- **Continued use of Hybrid Meetings**

This year due to the impact of Coronavirus, the Australian Securities & Investments Commission (“ASIC”) has recognised a company’s ability to hold their AGMs and other meetings by way of a gathering of members in person has been significantly impacted, or made impossible. Changes have been made to the Act expressly allowing a company to hold a general meeting at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate, which Netball NSW allowed.

After successful implementation and feedback at both the 2020 AGM and the 2020 September Council Meeting, Netball NSW would like to continue to offer these meetings as a hybrid option.

This means that meetings will be held at a physical location (e.g. Netball Central) where members can attend as well as using an online technology which in our case has been ZOOM Video Conferencing for all other eligible participants.

2. **Moved** by the Board of Directors and seconded by the Board of Directors that all correct spelling, grammar, formatting and clause numbering within the constitution be amended as required.

Rationale

Correct spelling, grammar, formatting and clause numbering.

For your reference, see the attached:

- Attachment 1: Copy of the proposed Constitution (clean copy with track changes accepted). (pages 7 to 39)
- Attachment 2: Copy of the current Constitution including proposed amendments in track changes, (pages 40 to 82)

Attachment 1: Copy of the proposed Constitution (clean copy with track changes accepted).



The New South Wales Netball Association Ltd
ACN 001 685 007

Constitution

VERSION	ADOPTED	EFFECTIVE DATE
V1.1.2012	5 November 2011	1 January 2012
V1.2.2012	3 November 2012	3 November 2012
V1.3.2013	2 November 2013	2 November 2013
V1.4.2014	1 November 2014	1 November 2014
V1.5.2015	21 March 2015	21 March 2015
V1.6.2015	14 November 2015	14 November 2015
V1.7.2016	5 November 2016	5 November 2016
V1.8.2017	4 November 2017	4 November 2017
V1.9.2018	3 November 2018	3 November 2018
[Insert version number]	[Insert adoption date]	[Insert effective date]

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1 Definitions and interpretation

1.1 Definitions

In this Constitution:

Act means the *Corporations Act 2001* (Commonwealth).

Affiliate Member means a body corporate that is affiliated with the Company through Netball and becomes a Voting Member in accordance with this Constitution and the relevant Company policy.

Annual General Meeting means the meeting of Members held annually in accordance with clause 13.1.

Appointed Director means a Director appointed by the Directors in accordance with clause 14.15.

ASIC means the Australian Securities and Investments Commission.

Auditor means the auditor of the Company.

Business Day means a day on which banks are open for general banking business in New South Wales, excluding Saturdays and Sundays.

Chairperson means the Director that has been appointed by the Directors as President of the board of the Company in accordance with clause 16.

Community Member means a non-profit entity which has an interest in Netball.

Company means The New South Wales Netball Association Ltd (ACN 001 685 007).

Company Information means all communications, correspondence, reports, minutes, and other papers and documents relating to any of the affairs or business of the Company.

Company Secretary means the person appointed by the Directors to perform the duties of Company Secretary in accordance with this Constitution and the Act.

Constitution means this constitution of the Company and any supplementary, substituted or amended constitution in force from time to time.

Council Meeting means a meeting of Members other than the Annual General Meeting, as convened in accordance with this Constitution.

Delegate means, with respect to Affiliate Members, Interested Members and Community Members, the person or persons appointed by each of them in accordance with this Constitution who will have the rights and obligations set out in this Constitution.

Deputy Chairperson means the Director appointed by the Directors as Deputy Chairperson under clause 16.

Directors mean the Company's board of directors, comprising Elected Directors and Appointed Directors.

Elected Director means a director elected by Voting Members in accordance with clause 14.5.

Existing Director means a Director that was a Director at the time that this Constitution was last amended and includes the Existing President.

Existing President means the person holding the position of president of the Company at the time that this Constitution was last amended.

Hybrid Meeting means a physical meeting of some participants together with the remote participation of participants by use of Virtual Technology.

Individual Members means an individual member of an Affiliate Member that becomes a Non-Voting Member in accordance with this Constitution.

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

Interested Member means a for-profit entity which has an interest in Netball.

Life Member means a person that is granted life membership of the Company and becomes a Voting Member in accordance with this Constitution.

Member means a member of the Company, being a Voting Member or a Non-voting Member.

Members' Meeting means a Council Meeting or the Annual General Meeting.

Netball means the sport and game of netball as determined by the International Netball Federation Limited and Netball Australia.

Netball Australia means the organisation existing from time to time which is to conduct, encourage, promote, advance and manage netball throughout Australia through and by the member organisation in the interest of the Members and Netball.

Non-Voting Member means a member of the Company that is entitled to attend, but not vote at, Members' Meetings, being the Individual Members, Community Members, Interested Members and the Chief Executive Officer of the Company.

Notice includes all written communications to Members, including electronic communications.

Objects mean the objects of the Company set out in clause 3.1.

Office means the registered office of the Company.

Office Bearer means members of the executive or management committee of an Affiliate Member, Community Member or Interested Member or a director of an Affiliate Member, Community Member or Interested Member.

President means the Director that has been appointed by the Directors as President of the board of the Company in accordance with clause 16, who will also be the Chairperson.

Returning Officer means the Returning Officer as recommended by the Directors and as appointed in accordance with clause 13.6.

Virtual Meeting means a meeting where all participants participate via Virtual Technology.

Virtual Technology means technology, including online facilities, which gives those “attending” a meeting through use of it the opportunity to participate in the meeting in a manner similar in key respects to attending the meeting in person, including to follow the proceedings of the meeting uninterrupted, to ask questions and to vote.

Voting Member means a member of the Company that is entitled to vote at Members’ Meetings, being the Affiliate Members, Directors and Life Members.

Voting Members Present means the Voting Members in attendance (including via proxy or Delegate, Virtual Technology or as otherwise allowed by this Constitution or a relevant Company policy) at the relevant meeting and that are entitled to vote at that meeting.

1.2 Interpretation

In this Constitution, unless the context indicates a contrary intention:

- (a) **(headings)** headings and the table of contents are inserted for convenience only and do not affect interpretation of this Constitution.
- (b) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity.
- (c) **(requirements)** a requirement to do anything includes a requirement to cause that thing to be done, and a requirement not to do anything includes a requirement to prevent that thing being done.
- (d) **(including)** **including** and **includes** are not words of limitation.
- (e) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning.
- (f) **(singular)** the singular includes the plural and vice-versa.
- (g) **(rules of construction)** neither this Constitution nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- (h) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
- (i) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia even if the obligation is to be performed elsewhere.
- (j) **(writing)** a reference to a Notice, consent, request, approval or other communication under this Constitution or an agreement between the parties means a written Notice, request, consent, approval or agreement.
- (k) **(replacement bodies)** a reference to a body (including an institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.

- (l) (month) a reference to a month is a reference to a calendar month.
- (m) (year) a reference to a year is a reference to twelve consecutive calendar months.

2 Company's name and nature

2.1 Name of the Company

The name of the Company is The New South Wales Netball Association Ltd trading as Netball NSW.

2.2 Nature of the Company

The Company is a public company limited by guarantee. The Company is a not for profit company.

3 Company's Objects and powers

3.1 Objects of the Company

- (a) To support and promote the objectives of Netball Australia as set out in that organisation's constitution to the extent that such obligations relate to New South Wales and having regard to the Act.
- (b) To create a uniform entity through and by which Netball in New South Wales can be encouraged, conducted, promoted and administered and to be the governing body of Netball in New South Wales.
- (c) To act for its Members in all matters pertaining to Netball.
- (d) To promote the economic and sporting success, strength and stability of the Company and each Affiliate Member.
- (e) To use and protect its Intellectual Property.
- (f) To strive for and maintain government, commercial and public recognition of the Company as the authority for Netball in New South Wales.
- (g) To have regard to the public interest in its operation.
- (h) To encourage and promote performance-enhancing drug free Netball competition.
- (i) To act for its Members on all matters pertaining to the conduct of Netball in New South Wales, including all disciplinary, tribunal, appeal and grading matters, in accordance with all relevant policies of the Company.
- (j) To pursue through itself or others, such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the Objects of the Company.
- (k) To foster, regulate, organise, conduct and manage Netball tournaments, competitions, events, displays and other activities within New South Wales in conjunction with Members, as considered appropriate by the Directors.
- (l) To select and manage Netball teams to represent New South Wales in matches against teams representing other states and territories of Australia and countries outside Australia.

- (m) To establish and conduct education and training programs in the implementation and interpretation of Netball rules, standards, guidelines and procedures.
- (n) To implement appropriate and relevant policies relating to issues to be addressed in Netball from time to time.
- (o) To review and adopt rules pertaining to the conduct of championships and competitions organised and conducted by the Company, including procedures relating to the grading of entries received by the closing date of such competitions as annually conducted.
- (p) To give, and where appropriate, seek recognition for athletes, officials and other individuals participating in Netball in any capacity to obtain awards or public recognition.
- (q) To apply the property and capacity of the Company towards the fulfilment and achievement of these Objects.
- (r) To do all such other things as are incidental or conducive to the attainment of the Objects of the Company.

3.2 Powers of the Company

Solely for the purpose of furthering the Objects, the Company has the legal capacity and powers of a company as set out in Section 124 of the Act.

4 Income and property

4.1 Application

The Company's income and property must be applied solely towards promoting the Company's Objects and the Company's income and property must not be applied for the profit or gain of its Members.

4.2 No distribution

Subject to clause 4.3, no part of the Company's income or property may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, fee or otherwise, to any of the Members or Directors.

4.3 Exception

Clause 4.2 does not prohibit making a payment approved by the Directors:

- (a) for honorariums for Directors in accordance with clause 14.7;
- (b) for a service rendered to the Company by a Director in a professional or technical capacity, other than in the capacity as a Director of the Company, where:
 - (1) the provision of the service has the prior approval of the Directors; and
 - (2) the amount payable is not more than an amount which commercially would be reasonable payment for the service;
- (c) in good faith to any Member for goods supplied in the ordinary and usual course of business;

- (d) for interest on money borrowed from a Member at a rate not exceeding the lowest rate then being paid by the Company's bank on 30 day term deposits;
- (e) of reasonable and proper rent for premises let by any Member to the Company;
- (f) of salary or wages to any Member who is also an employee of the Company; or
- (g) for the indemnification of, or payment of premiums on contracts of insurance for, any Director to the extent permitted by law and this Constitution.

5 Liability of Members

5.1 Liability of Members limited

The liability of the Members is limited.

6 Guarantee by Members

6.1 Member undertaking

Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up during the time the Member is a Member or within one year afterwards for:

- (a) payment of the debts and liabilities of the Company contracted before the time at which the Member ceases to be a Member;
- (b) the costs, charges and expenses of winding up; and
- (c) the adjustment of the rights of the contributories among themselves,

such amount as may be required but not exceeding \$1 per Member.

7 Winding up

7.1 Winding up or dissolution

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same must not be paid to or distributed among the Members but must be given or transferred to a fund, authority or institution:

- (a) having objects similar to the Objects of the Company;
- (b) whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as outlined in clause 4; and
- (c) which operates in the same geographical region as the Company.

8 Effect of, and altering, this Constitution

8.1 Contract effect

This Constitution will have effect as a contract:

- (a) between the Company and each Member ;
- (b) between the Company and each Director; and
- (c) between a Member and each other Member,

pursuant to which each Member agrees to accept the provisions of this Constitution, and comply with those provisions, so far as they apply to that Member.

8.2 Altering the Constitution

- (a) Notwithstanding any provisions contained in the Act no amendment will be made to this Constitution unless such amendment is first approved by special resolution requiring the amendment to be approved by at least 75% of the votes cast at a Council Meeting including any votes submitted in accordance with the Company's election and voting policy.
- (b) Notice of a Council Meeting at which it is proposed the Constitution will be amended under this clause must be provided at least 21 days before the relevant meeting.

9 Membership

9.1 Number of Members

- (a) The Company may not have less than three Members at any time.
- (b) The maximum number of Members is unlimited.

9.2 Categories of membership

- (a) The Members of the Company include:
 - (1) Affiliate Members, which will each be represented by up to two Delegates appointed by them in accordance with clause 12.1. Each Delegate of an Affiliate Member has the right to attend, to debate and to vote at Members' Meetings on behalf of the Affiliate Member that appointed them.
 - (2) the Directors, who will become Voting Members of the Company from the date of their election or appointment as Director until the date they cease to be a Director. As Voting Members, Directors have the right to attend, to debate and to vote at Members' Meetings;
 - (3) Life Members, which will have the right to attend, to debate and to vote at Members' Meetings;
 - (4) Interested Members, which will each be represented by a Delegate appointed by them in accordance with clause 12.2. A Delegate of an Interested Member will have the right to attend and to debate at Members' Meetings on behalf of the Interested Member that appointed them, but will have no right to vote;
 - (5) Community Members, which will each be represented by a Delegate appointed by them in accordance with clause 12.2. A Delegate of a Community Member will have the right to attend and to debate at Members' Meetings on behalf of the Community Member that appointed them, but will have no right to vote;

- (6) Individual Members, which will have the right to attend and to debate at Members' Meetings, but will have no right to vote; and
- (7) the Chief Executive Officer, who will have the right to attend and to debate at Members' Meetings, but will have no right to vote.

9.3 Applications for Affiliate Members

- (a) Every application to be an Affiliate Member must be:
 - (1) made in writing on a form to be approved by the Directors for that purpose and in the manner outlined in any relevant Company policy in force from time to time;
 - (2) accompanied by the required affiliation fee as recommended by the Directors and approved by Voting Members at the final Council Meeting each year in accordance with clause 13.11(b)(1);
 - (3) lodged with the Company Secretary by 1 April in each year;
 - (4) signed by the Affiliate Member's authorised representative and set out the name and address of the Affiliate Member.
- (b) Every application to be an Affiliate Member will be approved or rejected by Voting Members at the final Council Meeting each year.
- (c) It is a requirement that the Affiliate Member register each and every one of its individual members as Individual Members. Failure to satisfy this requirement is a breach of clause 10.1(b) of this Constitution and the relevant Company policy.

9.4 Applications for Interested Members and Community Members

- (a) Every application to be an Interested Member or a Community Member must be:
 - (1) made in writing in a form as prescribed by the Directors from time to time;
 - (2) accompanied by the required affiliation fee as approved by Voting Members at the final Council Meeting each year in accordance with clause 13.11 (b)(1);
 - (3) lodged with the Company Secretary; and
 - (4) duly executed by the applicant, and set out the name and address of the applicant.
- (b) As soon as practicable after the receipt of an application under clause 9.4(a), the Company Secretary must refer the application to the Directors.
- (c) The Directors may, acting in the best interest of the Company and in good faith, accept or reject the application whether the applicant has complied with the requirements under this clause or not. The Directors will not be required or compelled to provide any reason for such acceptance or rejection.
- (d) If the Directors accept an application for membership under this clause, the Directors will determine the appropriate category of membership and the Company Secretary will, as soon as practicable, notify the applicant in writing that their application is approved and the category of membership that applies to them. The Company Secretary must enter the

applicant's name in the register of Members and upon the name being so entered, the applicant becomes a Member. The Company Secretary must also enter the category of membership afforded to the Member and the details of the relevant Interested Member or Community Member Delegates (as applicable) into the register of Members.

- (e) If the Directors reject an application for membership under this clause 9.4, the Company Secretary will, as soon as practicable, notify the applicant in writing that the application has not been approved. There is no right of appeal where the Directors reject an application for membership under this clause.
- (f) Interested Members and Community Members are not required to reapply for membership annually and will, subject to this Constitution, remain Members provided all monies payable to the Company have been paid. If an Interested Member or Community Member does not pay any annual membership fee applicable to them within 30 days of the due date, their membership will lapse and they will be required to reapply for membership in accordance with this clause 9.4.

9.5 Individual Membership renewal

- (a) In order to remain a Member or become a Member, Individual Members must:
 - (1) renew their annual membership with or become a new member of (as applicable) an Affiliate Member;
 - (2) otherwise remain registered as a member of an Affiliate Member in accordance with the procedures applicable from time to time; and
 - (3) pay the annual individual membership fees as recommended by the Directors and approved annually by the Voting Members each year in accordance with clause 13.11(b)(2). Payment is to be made to the Company or through each Individual Member's respective Affiliate Member as determined by the Directors from time to time.
- (b) The Directors, in their absolute discretion, may admit or reject any application for individual membership. If the applicant is not admitted to membership in due course, any monies paid by that applicant to the Company will be returned in full.

9.6 Register

- (a) The Company will maintain a register of Members as required by the Act.
- (b) Each Member must notify the Company of any change in their details within 28 days of the change.

10 Discontinuance of membership

10.1 When membership ceases

A Member will cease to be a Member if the Member:

- (a) dies;
- (b) ceases to satisfy all requirements for their respective category of membership;

- (c) is expelled by the Directors in accordance with the relevant Company policy;
- (d) subject to clause 10.2 , withdraws their membership by notice in writing to the Company Secretary; or
- (e) is a member of an Affiliate Member and is suspended by that Affiliate Member for a period of 12 months or more in accordance with any relevant policy of the Affiliate Member, or Company, in force from time to time.

10.2 Notice requirements for withdrawal of membership

Any Affiliate Member, Interested Member and Community Member may withdraw its membership of the Company by giving duly executed written notice of at least three calendar months to the Company Secretary.

10.3 Consequences of cessation of membership of an Affiliate Member

If an Affiliate Member ceases to be a Member in accordance with this Constitution or the Act, the Individual Members of that Affiliate Member may cease or may remain Individual Members to the extent (if any) and for such time (if any) as is determined by the Directors in their sole discretion.

10.4 No claim against the Company

A Member whose membership ceases does not have any claim against the Company or the Directors for damages or otherwise.

11 Life Members

- (a) An Individual Member may be nominated to become a Life Member in recognition of not less than 10 years outstanding service to the Company in accordance with this clause 11 and any such Company policy relating to the awarding of life membership as may be in place from time to time.
- (b) A candidate for election as a Life Member must be nominated in writing by two Individual Members who are at least 18 years of age with such nominations being received by the Company Secretary by 31 October each year.
- (c) The Directors will review all nominations received to ensure they meet the criteria as defined and, if appropriate, put forward such nomination for voting.
- (d) Once approval for voting to proceed has been given by the Directors, a ballot for life membership will be conducted in accordance with the Company's election and voting policy. If an affirmative vote is returned, the life membership will be announced and presented at the Annual General Meeting.
- (e) The Directors may at any time fix the total number of persons who may be Life Members and the maximum number of candidates who may be nominated in any year.
- (f) All Life Members will be registered directly with the Company.

12 Delegates

12.1 Appointment of Delegates of Affiliate Members

- (a) By 1 April each year, each Affiliate Member is entitled to appoint up to two Delegates who may each attend and vote at Members' Meetings on behalf of the Affiliate Member.
- (b) Affiliate Members must provide the name and contact details of each Delegate to the Company Secretary by 1 April each year to ensure such Delegates may attend and vote at Members' Meetings.
- (c) Where such appointment is received after 1 April in any one year, such Delegates may attend and vote at the next scheduled meeting held after the date the appointment is received.
- (d) Except as otherwise provided in this Constitution, persons appointed as Delegates of Affiliate Members will assume that role from 1 April until 31 March the following year.
- (e) All Delegates of Affiliate Members must be at least 18 years of age.
- (f) No substitution of Delegates of Affiliate Members may occur during the course of a Members' Meeting

12.2 Appointment of Delegates of Interested Members and Community Members

- (a) By 1 April each year, each Interested Member and Community Member is entitled to appoint one Delegate to attend and debate at Members' Meetings on their behalf. Delegates of Interested Members and Community Members do not have the right to vote at Members' Meetings.
- (b) Interested Members and Community Members must provide the name and contact details of their Delegate to the Company Secretary by 1 April each year to ensure their Delegate may attend at Members' Meetings.
- (c) Where such appointment is received after 1 April in any one year, such Delegates may attend at the next scheduled meeting held after the date the appointment is received.
- (d) Except as otherwise provided in this Constitution, persons appointed as Delegates of Interested Members or Community Members will assume that role from 1 April until 31 March the following year.
- (e) All Delegates of Interested Members or Community Members must be at least 18 years of age.

12.3 No substitution of Delegates of Interested Members or Community Members may occur during the course of a Members' MeetingProxies

- (a) Delegates of Affiliate Members, and other Voting Members may appoint a proxy to attend and vote at Members' Meetings on their behalf.
- (b) The document appointing a proxy must:
 - (1) be in writing;
 - (2) include the name and address of the proxy;

- (3) be signed on behalf of the Delegate of the Affiliate Member, or other Voting Member appointing the proxy;
 - (4) be given to the Company Secretary at least 48 hours prior to the published commencement time of the Members' Meeting(s) that the proxy will attend; and
 - (5) state the name of the Company, and the Members' Meeting(s) at which the appointment will be used.
- (c) A document appointing a proxy must not be treated as valid unless clause 12.3(b) above has been complied with.
 - (d) All proxies appointed by a Delegate of an Affiliate Member, or other Voting Member must also be a Member.
 - (e) No substitution of proxies may occur during the course of a Members' Meeting.

13 Members' Meetings

13.1 Annual General Meeting

An Annual General Meeting must be held at least once in every calendar year within 5 months after the end of its financial year.

13.2 Notice of Annual General Meeting

- (a) At least 21 days' Notice (exclusive of the day on which the Notice is served or deemed to be served, but inclusive of the day for which Notice is given) must be given of any Annual General Meeting.
- (b) Any Notice under clause 13.2(a) must specify:
 - (1) the place, the day and the hour of meeting; and
 - (2) in case of special business, the general nature of that business,

to such persons as are, under this Constitution, entitled to receive such Notices from the Company.
- (c) Any Notice under this clause 13.2 must be given to:
 - (1) the Chief Executive Officer;
 - (2) each Life Member;
 - (3) each Delegate of an Affiliate Member, Interested Member and Community Member;
 - (4) each Director; and
 - (5) the Auditor.
- (d) The Members entitled to receive Notice of the Members' Meeting may agree to a shorter Notice period if allowed by the Act.

13.3 Entitlement to attend the Annual General Meetings

No Delegate of an Affiliate Member, Interested Member or Community Member may be represented at, or take part in the Annual General Meeting unless all monies then due and payable to the Company by the respective Member have been paid in accordance with this Constitution.

13.4 Quorum

- (a) No business may be transacted at the Annual General Meeting, except the adjournment of a meeting, unless a quorum is present at the time when the meeting proceeds to business.
- (b) The quorum for the Annual General Meeting will be 25% or more of Affiliate Members and 50% or more Directors.
- (c) If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting must stand adjourned to a date fixed by the chairperson of the meeting. The adjourned meeting will be convened by the Company Secretary in accordance with the Act. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Voting Members Present will be a quorum.

13.5 Chairperson

The Chairperson, or in their absence, the Deputy Chairperson, must preside as chairperson at the Annual General Meeting of the Company and if at any meeting neither the Chairperson or the Deputy Chairperson is present within 30 minutes after the time appointed for holding the meeting, the Directors present will choose a Director to be chairperson of the meeting.

13.6 Business of the Annual General Meeting

The business to be transacted at an Annual General Meeting, will include:

- (a) consideration of the accounts, balance-sheets, and the report of the Directors and Auditor prescribed by the Act;
- (b) the appointment of the Auditor and Returning Officer;
- (c) consideration of annual reports from all appointed subcommittees, tribunals and panels;
- (d) such other business as deemed appropriate; and
- (e) the election of Directors as appropriate.

13.7 Voting at the Annual General Meeting

- (a) Each Delegate of an Affiliate Member has one vote on behalf of that Affiliate Member provided they have been appointed in accordance with this Constitution and are present at the relevant meeting (in person, by proxy, by Virtual Technology or as otherwise allowed by this Constitution or a relevant Company policy).
- (b) Subject to clauses 13.7(c) and 13.7(d), all other Voting Members Present (i.e. not including Delegates of Affiliate Members) will have one vote each.
- (c) If a Director is also a Life Member, that Director may only exercise one vote.

- (d) If a Delegate of an Affiliate Member is also a Life Member and/or Director, that Delegate may only exercise a vote on behalf of the Affiliate Member.
- (e) Votes will be taken in such manner determined by the chairperson of the meeting.
- (f) The election of Directors will be conducted by the Returning Officer in accordance with the Company's election and voting policy.
- (g) Resolutions at an Annual General Meeting must be decided by a majority of votes cast at that meeting.

13.8 Nominations equal vacancies or insufficient nominations

If the number of nominations received for Elected Directors is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies for Elected Directors, then those nominated will only be elected if they are elected by a majority of votes cast in a vote in accordance with clause 13.7.

13.9 Council Meetings

The Directors will convene and cause to be held, at least two Council Meetings in each calendar year, and the final meeting of each calendar year is to be held no later than November each year.

13.10 Notice of Council Meetings

Notice of Council Meetings must be given in accordance with the notice requirements for Annual General Meetings under clause 13.2.

13.11 Proceedings at Council Meetings

- (a) A person's attendance at a Council Meeting waives any objection that person may have to:
 - (1) a failure to give Notice, or the giving of a defective Notice, of the Council Meeting unless, at the beginning of the Council Meeting, the person objects to the holding of the Council Meeting; and
 - (2) the consideration of a particular matter at the Council Meeting which is not within the business referred to in the Notice of the Council Meeting, unless the person objects to considering the matter when it is presented.
- (b) The Voting Members will, at the final Council Meeting in each calendar year, conduct the following business as part of the business of the Council Meeting:
 - (1) approve the Directors' recommendation for the annual affiliation fees payable by each Affiliate Member, Community Member and Interested Member in accordance with clauses 9.3 and 9.4; and
 - (2) approve the Directors' recommendation for the annual individual membership fees payable by each Individual Member in accordance with clause 9.5. Reference is also made to clause 14.1(b) and the Company's affiliation and membership policy in regard to remote and isolated Affiliate Members.
- (c) In addition to Council Meetings held in accordance with clause 13.9, the Company Secretary will call Council Meetings:

- (1) at the direction of the Chairperson; or
 - (2) on written request by Voting Members with at least five percent of the votes that may be cast at a Council Meeting, and such Members must pay the expenses of calling and holding the meeting.
- (d) All documents and reports to come before Voting Members at a Council Meeting must arrive at the Office at least 28 days prior to the relevant Council Meeting.

13.12 Voting at Council Meetings

- (a) Each Delegate of an Affiliate Member has one vote on behalf of that Affiliate Member provided they have been appointed in accordance with this Constitution and are present at the relevant meeting (in person, by proxy or as otherwise allowed by this Constitution or a relevant Company policy).
- (b) Subject to clauses 13.12(c) and 13.12(d), all other Voting Members Present (i.e. not including Affiliate Members) will have one vote each.
- (c) If a Director is also a Life Member, that Director may only exercise one vote.
- (d) If a Delegate of an Affiliate Member is also a Life Member and/or Director, that Delegate may only exercise a vote on behalf of the Affiliate Member.
- (e) At any Council Meeting a resolution put to the vote of the meeting will be decided on a show of hands (and/or for those attending using Virtual Technology indicating orally whether they are for or against the resolution), unless a secret ballot is demanded by at least two Voting Members Present. Where votes have been received by the Returning Officer, these will be included as part of the vote taken either by show of hands or secret ballot.
- (f) Unless a secret ballot is demanded, the chairperson will declare that a resolution has, on a show of hands and including such postal votes as received, been carried or lost, and an entry to that effect will be recorded in the minutes of the meeting and will be conclusive evidence of the fact of the outcome of the vote taken, without recording the specific numbers of a vote.
- (g) If a secret ballot is duly demanded it must be taken in such manner as the Chairperson directs, and unless the meeting is adjourned the result of the secret ballot will be deemed to be the resolution of the meeting at which the secret ballot was demanded.
- (h) A secret ballot demanded on a question of adjournment, must be taken forthwith. A secret ballot demanded at a meeting on any other question will be taken at such time at that meeting as the Chairperson of the meeting directs.

13.13 Use of Technology for Meetings

- (a) A Members' Meeting may be held at two or more venues using any technology permitted by the Corporations Act, including by holding Hybrid Meetings or Virtual Meetings, provided that it is consistent with the Act and it gives the Members as a whole a reasonable opportunity to participate.

- (b) The Directors may hold board meetings as they think fit, using any procedure and technology which is permitted by the Act or authorised by the Directors including by holding Hybrid Meetings or Virtual Meetings.

13.14 Conduct of Hybrid Meetings and Virtual Meetings

The following provisions apply to Hybrid Meetings and Virtual Meetings:

- (a) All persons participating in a Virtual Meeting and those participating remotely in a Hybrid Meeting must be linked by Virtual Technology for the purpose of the Hybrid Meeting or Virtual Meeting and notice must be provided to the participants advising of the Virtual Technology that will be used to participate in the meeting;
- (b) Each of the persons taking part in the Hybrid Meeting or Virtual 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 purpose of this Constitution to be present and in attendance at the meeting;
- (c) At the commencement of the Hybrid Meeting or Virtual Meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) A person must not leave a Hybrid Meeting or Virtual Meeting by disconnecting his or her Virtual Technology unless that person has previously notified the Chairperson;
- (e) A person may be presumed conclusively to have been present and to have formed part of a quorum at all times during a Hybrid Meeting or Virtual Meeting unless that person has previously notified the Chairperson of leaving the meeting;
- (f) A minute of proceedings of a Hybrid Meeting or Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minutes are certified by the Chairperson as correct.

13.15 Quorum

- (a) No business may be transacted at any Council Meeting, except the adjournment of a meeting, unless a quorum is present at the time when the meeting proceeds to business.
- (b) Unless otherwise provided in this Constitution, a quorum for all Council Meetings will be 25% or more of Affiliate Members and 50% or more of the Directors. If within 30 minutes from the time appointed for the meeting a quorum is not present, the meeting:
 - (1) if convened upon the requisition of Members, must be dissolved; and
 - (2) in any other case it must stand adjourned to the same day in the next week, at the same time and place,

and if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Voting Members Present will be a quorum.

13.16 Chairperson

The Chairperson, or in their absence, the Deputy Chairperson, must preside as chairperson at every Council Meeting of the Company and if at any meeting neither the Chairperson nor the Deputy

Chairperson is present within 30 minutes after the time appointed for holding the meeting, the Voting Members Present must choose another Director to be chairperson of the meeting.

13.17 Adjourned meetings

- (a) The Chairperson may, with the consent of any Members' Meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for ten days or more, Notice of the adjourned meeting must be given as in the case of an original meeting. Except as otherwise required, it is not necessary to give any Notice of an adjournment or of the business to be transacted at an adjourned meeting.

14 Directors

14.1 Responsibilities and duties of Directors

- (a) The Directors are responsible for managing the Company's business and affairs and may exercise all the Company's powers which are not required, by the Act or by this Constitution, to be exercised by the Members in a Members' Meeting.
- (b) The Directors have the discretion to provide special consideration in relation to remote and isolated Affiliate Members as stated in the Company's affiliation and membership policy.
- (c) The Directors have the authority to institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound or allow reasonable time for payment and satisfaction of any debts due to and any claims or demands by or against the Company and to refer any claims or demands by or against the Company to arbitration and to observe and perform the award.
- (d) To appoint patrons and cancel any such appointment.
- (e) To delegate any of its responsibilities to committees consisting of such persons as it thinks fit and may from time to time revoke such delegation.
- (f) The Directors will appoint the Chief Executive Officer.
- (g) The Directors will appoint the Company Secretary.
- (h) The Directors can exercise any authority given to the Company under clause 3.2 of this Constitution.
- (i) Without limiting clause 14.1(a), the Directors may exercise all the Company's authority to:
 - (1) borrow or otherwise raise money;
 - (2) charge any property or business of the Company; and

- (3) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- (j) The Directors may decide how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed (as applicable) by or on behalf of the Company.
- (k) The Directors may pay out of the Company's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of the assets acquired by it.
- (l) The Directors may:
 - (1) appoint or employ a person to be an officer, agent or attorney of the Company for the purposes, with the responsibilities, discretions and duties (including authority, responsibilities, discretions and duties vested in or exercisable by the Directors), for the period and on the conditions they think fit;
 - (2) authorise an officer, agent or attorney to delegate all or any of the authorities, responsibilities, discretions and duties vested in the officer, agent or attorney; and
 - (3) subject to any contract between the Company and the relevant officer, agent or attorney, remove or dismiss any officer, agent or attorney at any time, with or without cause.
- (m) A power of attorney may contain any provisions for the protection and convenience of the attorney or persons dealing with the attorney that the Directors think fit.

14.2 Director positions

Subject to clauses 14.4(a) and 14.4(b), the Company's board will consist of

- (1) seven Elected Directors, elected in accordance with clause 14.5; and
- (2) up to two Appointed Directors in accordance with clause 14.15.

14.3 Qualifications of Directors

Subject to the provisions of clause 14.12 each Director:

- (a) must be at least 18 years of age;
- (b) must not be a direct employee of the Company; and
- (c) cannot be an officer (as defined by the Act) or an Office Bearer of any Affiliate Member, Interested Member or Community Member or hold an equivalent position in circumstances where the Affiliate Member, Interested Member or Community Member is not a corporation.

14.4 Term of Directors

- (a) The Existing Directors will serve the remainder of their designated terms.
- (b) Except for Existing Directors, Elected Directors are elected, subject to clause 14.4(d) for a three year term.

- (c) No Director can hold office for a period longer than nine consecutive years, inclusive of any period served as a casual vacancy. For the purposes of this clause, any period prior to 25 March 2012 during which a Director has held office will not be taken into consideration.
- (d) A Director will be required to resign at the end of the nine year period referred to in clause 14.4(c), notwithstanding that this may occur during a term referred to in clause 14.4(a). The casual vacancy arising from such resignation will be filled in accordance with clause 14.6.
- (e) Despite clause 14.4(c), a Director who has held office for nine consecutive years may stand for re-election, provided they have stood down for a period of at least twelve months, following that period during which they held office.

14.5 Procedure for election of Elected Directors

- (a) The Returning Officer must, by 21 days written Notice, advise Members of an election of Elected Directors to be held in accordance with the Company's election and voting policy.
- (b) Election of Elected Directors will be by vote conducted by the Returning Officer as per the Company's election and voting policy with the results announced by the Returning Officer at the Annual General Meeting each year.
- (c) Elected Directors will be elected on an alternating basis in accordance with the Company's election and voting policy.

14.6 Casual vacancy of Director

Any casual vacancy occurring in the office of Director during a Director's term of office will be filled by an appointment of a Director made by the Directors. The term of office in this instance will be up until the next Annual General Meeting when an election will take place either to fill the remaining term of office or for a new term of office.

14.7 Remuneration of Directors

Clause 4.2 does not prohibit an honorarium for Directors in their capacity as Directors. However, such honorarium must be approved by the Voting Members in the first instance, and then annually.

14.8 Directors' meetings

Directors' meetings may be held at such time and place as the Directors may from time to time determine.

14.9 Quorum

- (a) The Directors may meet together for the dispatch of business, adjourn or otherwise regulate their meetings and proceedings as they think fit. The quorum necessary for the transaction of business will not be less than five Directors.
- (b) The effective and instantaneous linking together by Virtual Technology of a sufficient number of the Directors to constitute a quorum constitutes a meeting of the Directors.
- (c) Other than for the purposes of clause 14.10, a Director who takes part in a meeting by any of the means specified in clause 14.9(b) is taken to be present in person at the meeting.

- (d) If a failure in communications prevents clause 14.9(b) from being satisfied by that number of Directors which constitutes a quorum, then the meeting must be suspended until clause 14.9(b) is satisfied again. If clause 14.9(b) is not satisfied within 20 minutes from the time the meeting was interrupted, the meeting will be deemed to be terminated.
- (e) If the number of Directors in office at any time is not sufficient to constitute a quorum at a meeting of the Directors, or is less than the minimum number of Directors fixed under this Constitution, the remaining Directors must act as soon as possible to:
 - (1) increase the number of Directors to a number sufficient to constitute a quorum and to satisfy the minimum number of Directors required under this Constitution; and
 - (2) convene a Council Meeting of the Company for that purpose,
 and until that has happened, may only act if, and to the extent that, there is an emergency requiring them to act.

14.10 Directors entitled to vote

Subject to clause 14.9, all Directors are entitled to vote at the meetings of the Directors.

14.11 Interested Directors

- (a) A Director who has a material personal interest in a matter that is being considered at a Director's meeting must not:
 - (1) be counted in the quorum of Directors while the matter is being considered at the meeting;
 - (2) be present while the matter is being considered at the meeting; or
 - (3) vote on the matter,
 unless the Directors voting on the matter are satisfied that the interest should not so disqualify the Director.
- (b) If a Director gains a personal interest in a contract or arrangement which the Company has already entered into, the Director must declare that interest in accordance with clause 14.11(c).
- (c) A Director who is in any matter, whether directly or indirectly, interested in a matter in which the Company has an interest, or a proposed interest, must declare that interest at the first meeting of the Directors after he or she becomes aware of the interest, by providing written notice which accurately states the nature and extent of the Director's interest, whether that interest is a relationship or association with a specified person, the holding of any office, or being a member, shareholder or partner of a specified firm, corporation or other entity, or the holding of any property or investment, whether directly or indirectly, which may create duties or interests in conflict with the duties or interests of that person as a Director of the Company.
- (d) A Director may not execute any document as a Director of the Company if that document relates to a contract or arrangement in which the Director has an interest and which requires disclosure in accordance with this clause 14.11.

14.12 Acts done by disqualified Directors

All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, will, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

14.13 Director deemed to have vacated office

A Director will be deemed to have vacated the office of Director if the Director:

- (a) dies;
- (b) resigns office by notice in writing addressed to the Directors;
- (c) becomes bankrupt or insolvent or makes any arrangements or composition with his or her creditors;
- (d) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under a law relating to mental health;
- (e) is absent from three consecutive Directors' meetings without leave of the Directors;
- (f) becomes prohibited from being a director of a company by reason of any provision of the Act;
- (g) ceases to be a Member of the Company;
- (h) is directly or indirectly interested within the meaning of the Act in any contract with the Company or participated in any profits of any contract with the Company provided that a Director will not be deemed to have vacated office if the Director has declared the nature of the interest in the manner required by clause 14.11(c) and sections 192 and 193 of the Act, and the Directors are satisfied that the interest should not disqualify the Director; or
- (i) is removed by resolution of the Company in a Members' Meeting.

14.14 Valid resolution

No act or resolution of the Directors will be invalidated by reason of the existence of any vacancy or vacancies among the Directors.

14.15 Appointment of Appointed Director

- (a) The Directors may appoint up to two Appointed Directors. No Director who is seeking reappointment can take part in a vote on their own appointment.
- (b) An Appointed Director will have specific skills in any of commerce, finance, marketing, law or business generally or such other skills which complement the board composition, but need not have experience in or exposure to Netball.
- (c) Subject to clause 14.4 an Appointed Director may be appointed by the Directors in accordance with this Constitution for a term of up to two years, which will commence and conclude at the discretion of the Directors.

15 Proceedings for and at meetings of the Directors

15.1 Notice of meeting

- (a) Notice of a meeting of the Directors must be given to each Director other than a Director who is on a leave of absence approved by the Directors.
- (b) A notice of a Directors' meeting:
 - (1) will specify the time, place and means of attendance of the meeting;
 - (2) will state the nature of the business to be transacted at the meeting;
 - (3) will be given at least 48 hours before the meeting where possible; and
 - (4) may be given in person or by post, telephone, fax or other electronic means agreed by the Directors.
- (c) The non-receipt of notice of a meeting of the Directors by, or a failure to give notice of a meeting of the Directors to, a Director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
 - (1) the non-receipt or failure occurred by accident or error;
 - (2) before or after the meeting, the Director:
 - (A) waived or waives notice of that meeting under clause 15.1(a); or
 - (B) has notified or notifies the Company of his or her agreement to that act, matter, thing or resolution personally or by post, telephone, fax or other electronic means; or
 - (3) the Director attended the meeting.
- (d) Attendance by a Director at a meeting of the Directors waives any objection which that Director may have had arising from a failure to give notice to him or her of the meeting.

15.2 Chairperson

The Chairperson, or in their absence, the Deputy Chairperson must take the chair at all meetings of the Directors and if at any meeting no one of such officers be present within 30 minutes after the time appointed for holding the same the Directors present must choose another Director to be chairperson of the meeting.

15.3 Questions decided by majority

Questions arising at any meeting duly convened at which a quorum is present, will be decided by a majority of the votes of the Directors present. In the case of equal votes in favour and against a resolution, the Chairperson has a casting vote.

15.4 Special meeting

Upon the written requisition of any four Directors, the Chairperson or Deputy Chairperson, or in their absence, the Company Secretary must convene a special meeting of the Directors to be held

within 14 days after the receipt of the requisition. The written requisition must set forth the objects for which the meeting is required.

15.5 Authorities, responsibilities and discretions

A meeting of the Directors for the time being at which a quorum is present will be competent to exercise all or any of the authorities, responsibilities and discretions by or under this Constitution for the time being vested in or exercisable by the Directors generally.

15.6 Delegation

The Directors may delegate any of their responsibilities to committees consisting of such Directors as they think fit and may from time to time revoke such delegation. Any committee so formed must in the exercise of the responsibilities so delegated conform to any rules that may from time to time be imposed upon it by the Directors. The meetings and proceedings of any such committee consisting of two or more Directors will be governed by this Constitution regarding regulation of the meetings and proceedings of the Directors so far as those are applicable and are not superseded by any rule made by the Directors under this clause.

15.7 Resolution in writing

- (a) A resolution in writing signed by all the Directors will be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.
- (b) Two or more separate documents in identical terms, each of which is assented to by one or more Directors, are taken as constituting one document.

15.8 Minutes

The Directors will cause minutes to be duly entered in books provided for the purpose of all resolutions and proceedings of the Company and of meetings of the Directors and of committees and of all appointments of officers made by the Directors and such minutes must be signed by the chairperson of the meeting at the next ensuing meeting and upon same being signed will be receivable as prima facie evidence of the matters stated in such minutes.

16 Chairperson and Deputy Chairperson

- (a) The Existing President will be the Chairperson for the remainder of their designated term.
- (b) When the office of Chairperson (also known as the President of the Company) or Deputy Chairperson is vacant, the Directors must vote to elect a Chairperson and/or a Deputy Chairperson from among the Elected Directors. Except in the case of the Existing President, the Chairperson and Deputy Chairperson can each only be elected to their respective roles for:
 - (1) a term of up to two years; and
 - (2) a maximum of three consecutive terms (i.e. six consecutive years).
- (c) The Chairperson and Deputy Chairperson must remain an Elected Director for the duration of their role and can remain a Director at the cessation of their role, subject to the provisions in this Constitution relating to tenure of Directors.

- (d) In addition to the responsibilities set out in this Constitution, the Chairperson and Deputy Chairperson will have the responsibilities agreed by the Directors. The Deputy Chairperson may exercise any function of the Chairperson at the request of the Chairperson or if the Chairperson is prevented by illness, absence or otherwise from exercising the function, or if there is a casual vacancy in the office of Chairperson.

17 Company Secretary

17.1 Statutory Responsibilities

The Company Secretary will:

- (a) ensure that the Company complies with its statutory obligations under any relevant laws and regulation;
- (b) ensure that the Company maintains the required statutory records including the register of Members, the requisite retention of documents and records and completion and lodgement of statutory forms/returns and reporting under relevant legislation and requirements;
- (c) ensure adherence with the Company's Constitution;
- (d) record, and advise ASIC of (where necessary), any changes to the details of the Company or the Directors and any declarations or conflicts of interest of Directors; and
- (e) assist the Chairperson and Directors in the conduct of meetings and their directorial and governance obligations and responsibilities.

17.2 Minutes

- (a) The Company Secretary must cause minutes of all meetings to be promptly circulated to all or, where appropriate, relevant Directors for their information.
- (b) In complying with clause 17.2(a) the Company Secretary may, with the consent of the Directors, delegate the role of drafting minutes of meetings to another person.

18 Chief Executive Officer delegation of authority

The Directors may, at their discretion, delegate to the Chief Executive Officer such of their authority as they are not expressly prohibited from delegating for such time and subject to such conditions, and restrictions as they may think expedient, and either collaterally with or to the exclusion of the authority of the Directors in that behalf, and may at any time revoke or vary any of such delegated powers.

19 Panels and Tribunals

19.1 Appointment

- (a) The Directors may from time to time appoint panels and tribunals to carry out such duties and functions and to exercise such responsibilities as the Directors determine.
- (b) Such panels and tribunals may consist of Members and/or Directors of the Company and others who may be co-opted for the purpose to give advice.

- (c) The Directors may disband a panel or tribunal as it sees fit.

19.2 Delegation of responsibilities

The Directors may at their discretion delegate to any panel or tribunal such of their responsibilities as they are not expressly prohibited from delegating for such time and subject to such conditions, and restrictions as they may think fit. They may revoke or vary any such delegated powers at any time.

19.3 Quorum for meetings

The quorum for panel and tribunal meetings will be determined by the panel/tribunal, but will be no less than the majority of the total number of panel/tribunal members.

19.4 Authentication of deeds and documents

- (a) All deeds executed on behalf of the Company may so far as they are within the powers and authorities of the Directors be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Directors think fit.
- (b) All bills of exchange, promissory notes or other negotiable instruments will be accepted, made, drawn or endorsed for and on behalf of the Company and all cheques or orders for payment must be signed on behalf of the Company by such persons as may be appointed by the Directors.
- (c) Cheques or other negotiable instruments paid to the Company's bankers for collection and requiring the endorsement of the Company may be endorsed on its behalf in such manner as the Directors may from time to time direct. All moneys belonging to the Company will be paid to such bankers or others as the Directors will from time to time in writing or by resolution of the Directors appoint and all receipts for money paid to the Company will be signed by such officers as the Directors may appoint for that purpose and such receipt will be an effectual discharge for the money therein stated to be received.
- (d) All guarantees given at any time by the Company must be executed by two Directors or one Director and the Company Secretary.

20 Accounts

20.1 Accounts to be kept

The Directors must cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of the assets, credits and liabilities of the Company, and of all sales and purchases of goods and services by the Company.

20.2 Accounts

The accounts will be kept at the Office or at such other place or places as the Directors think fit.

20.3 Financial reports

The financial reports required by the Act must be made out once at least in every calendar year at intervals of not more than fifteen months or since the preceding account and tabled at an Annual

General Meeting, made up to a date not earlier than the date of the meeting at which they are tabled by more than six months. The financial reports must be accompanied by a report to the Members upon the general state of the Company's affairs and such other reports as may be required by the Act.

20.4 Service of financial reports

A copy of the financial reports must, 21 clear days prior to the meeting at which they are tabled, be served on every Member entitled to receive notices of Council Meetings in the manner in which notices are directed to be served.

20.5 Accounts and books open to inspection

The accounts of the Company must be open to the inspection of the Directors and Members upon request to the extent required by the Act.

20.6 Audit of accounts

- (a) Once at least in every year the accounts of the Company must be examined and the correctness of the balance-sheet ascertained by a registered company Auditor.
- (b) The Company is only obliged to comply with the minimum requirements (if any) imposed on the Company by the Act in relation to the preparation of financial reports and the reporting of the financial affairs of the Company.

20.7 Auditor

Auditors will be appointed by Voting Members at the Annual General Meeting each year and their duties regulated in accordance with the provision of the Act.

20.8 Maintenance of records

The Company must retain its records for the period required by law.

21 Notices

21.1 Service of Notice

A Notice will be served by the Company upon any Member by:

- (a) delivering it to the Member personally;
- (b) sending it to the Member's electronic address, if the Member has nominated one to the Company for receipt of Notices; or
- (c) posting by pre-paid post to the Member's registered place of address.

21.2 Address outside Australia

Each such person whose registered place of address is not in the Commonwealth of Australia may from time to time notify in writing to the Company an address in the Commonwealth of Australia which will be deemed to be his or her registered place of address within the meaning of clause 21.1.

21.3 Deemed day of service

Any Notice will be deemed to have been served:

- (a) if personally delivered, at the time of delivery;
- (b) if sent by electronic means, on the next Business Day; and
- (c) if posted, on the first Business Day following that on which the letter is sent and in providing such service it will be sufficient to prove that the letter was properly addressed and put into the post office. A certificate in writing signed by the Company Secretary or other officer of the Company that the letter, containing the Notice was so addressed and posted will be conclusive evidence.

21.4 Omission of Notice

The accidental omission to give Notice of a meeting to, or the non-receipt of Notice of a Members' Meeting by, any Member will not invalidate the proceedings at any time.

21.5 Signature

The signature to any Notice to be given by the Company may be written or printed.

21.6 Day of service

Where a given number of days' Notice or Notice extending over any other period is required to be given the day of service will unless it is otherwise provided be counted in such number of days or other period.

22 Indemnity

22.1 Indemnity

- (a) This clause 22 applies to any person who is, or has been, a Director, Company Secretary or other officer of the Company (as defined by the Act).
- (b) The Company must indemnify to the fullest extent permitted by law the persons referred to in clause 23.1(a) (Indemnified Persons) against, and it will be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses including travelling expenses which any Indemnified Person may incur or become liable to by reason of any contract entered into or act or thing done by him or her in their capacity as an officer of the Company (as defined by the Act) or in any way in the discharge of his or her duties and all such persons will also be indemnified out of the funds of the Company against all liability incurred by him or her in defending any proceedings whether civil or criminal in which judgment is given in his or her favour or in which he or she is acquitted.
- (c) The indemnity granted is a continuing obligation and is enforceable by an Indemnified Person even though that person has ceased to be connected with, or hold a position in, the Company, but only operates to the extent that the cost, loss or liability is not covered by insurance.
- (d) The Company may, to the extent permitted by law:

- (1) purchase and maintain insurance; or
- (2) pay or agree to pay a premium for insurance,

for any Indemnified Person against any liability insured by the Indemnified Person as an officer of the Company including a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

- (e) Nothing in this clause 22:
 - (1) affects any other right or remedy that an Indemnified Person may have in respect of any cost, loss or liability referred to in this clause 22; or
 - (2) limits the capacity of the Company to indemnify or provide insurance for any Indemnified Person.

23 Confidentiality

23.1 Maintain confidentiality

All Directors and Members must maintain the confidentiality of Company Information and must not disclose any Company Information to any person except:

- (a) with the prior written consent of the Directors;
- (b) to the Directors, the Company's employees and the professional advisors of the Company;
- (c) if applicable, as required by law, after first consulting the Directors about the form and content of the disclosure; and
- (d) to Netball Australia but only to the extent those disclosures are required by policies agreed between the Company and Netball Australia from time to time.

24 Application of the Act

24.1 Special meanings in the Act apply

An expression used in a particular part or division of the Act that is given by that part or division a special meaning for the purposes of that part or division has, in any of part this Constitution that deals with a matter dealt with by that part or division, the same meaning as in that part or division, unless the contrary intention appears in this Constitution.

24.2 Replaceable clauses displaced

- (a) The provisions of this Constitution displace each provision of a section of the Act that applies (or would apply but for this clause 24.2) to the Company.
- (b) The replaceable clauses do not apply to the Company except those which operate as mandatory rules for companies of the same type as the Company under the Act.

Attachment 2: Copy of the current Constitution including proposed amendments in track changes.



The New South Wales Netball Association Ltd
ACN 001 685 007

Constitution

VERSION	ADOPTED	EFFECTIVE DATE
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V1.9.2018	3 November 2018	3 November 2018
<u>[Insert version number]</u>	<u>[Insert adoption date]</u>	<u>[Insert effective date]</u>

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Date

1 Definitions and interpretation

1.1 Definitions

In this Constitution:

Act means the *Corporations Act* 2001 (Commonwealth).

Affiliate Member means a body corporate that is affiliated with the Company through Netball and becomes a Voting Member in accordance with this Constitution and the relevant Company policy.

Annual General Meeting ~~(or AGM)~~ means the meeting of Members held annually in accordance with ~~Clause 14.1~~clause 13.1.

Appointed Director means a Director appointed by the Directors in accordance with ~~Clause 15.18~~clause 14.15.

ASIC means the Australian Securities and Investments Commission.

~~**Association** means any Affiliated Member Association deemed as an Association in accordance with Clause 9.1 and any association of Members who have applied for membership to the Board in accordance with Clause 9.4 and such application has been approved by the Council.~~

Auditor means the auditor of the Company.

~~**Board** means the Board of Directors of the Company.~~

Business Day means a day on which banks are open for general banking business in New South Wales, excluding Saturdays and Sundays.

Chairperson means the ~~elected Director that has been appointed by the Directors as~~ President of the Association ~~appointed as Chairperson of the Board~~board of the Company in accordance with clause 16.

Community Member means a non-profit entity which has an interest in Netball.

~~**Company** means~~ **Company** means The New South Wales Netball Association ~~Limited~~Ltd (ACN 001 685 007).

Company Information means all communications, correspondence, reports, minutes, and other papers and documents relating to any of the affairs or business of the Company.

Company Secretary means the person appointed by the ~~Board of~~ Directors to perform the duties of Company Secretary in accordance with this Constitution and ~~applicable Corporations Law~~the Act.

Constitution means this constitution of the Company and any supplementary, substituted or amended ~~Constitution~~constitution in force from time to time.

~~**Council** means the council of the Company as described in Clause 12.~~

~~**Council Member** means a member of the Council.~~

~~**Delegate** means a delegate of any Affiliated Member Association entitled to attend and vote at Council Meeting means a meeting of Members other than the Annual General Meeting, any Extra Ordinary Meeting and General Meetings of the Company, appointed as convened in accordance with Clause 13~~this Constitution.

Delegate means, with respect to Affiliate Members, Interested Members and Community Members, the person or persons appointed by each of them in accordance with this Constitution who will have the rights and obligations set out in this Constitution.

Deputy Chairperson means the Director appointed by the ~~Board of~~ Directors as Deputy Chairperson ~~of the Board~~under clause 16.

Directors mean the Company's board of directors, comprising Elected Directors and Appointed Directors.

Elected Director means a director elected by Voting Members in accordance with clause 14.5.

~~**Elected-Existing Director** means a Director elected in accordance with Clause 15.7, that was a Director at the time that this Constitution was last amended and includes the Existing President.~~

Existing President means the person holding the position of president of the Company at the time that this Constitution was last amended.

Hybrid Meeting means a physical meeting of some participants together with the remote participation of participants by use of Virtual Technology.

~~**General Meeting** means the Annual General Meeting, Extraordinary Meeting or General Meeting of the Council as convened in line with this constitution.~~

~~**Individual Members (Members)** means any individual financial member(s) of an Association~~means an individual member of an Affiliate Member that becomes a Non-Voting Member in accordance with this Constitution.

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

Interested Member means a for-profit entity which has an interest in Netball.

Life Member means a person that is granted life membership of the Company and becomes a Voting Member in accordance with ~~Clause 11~~this Constitution.

Member means a member of the Company, being a Voting Member or a Non-voting Member.

Members' Meeting means a Council Meeting or the Annual General Meeting.

Netball means the sport and game of netball as determined by the International Netball Federation Limited and Netball Australia.

Netball Australia means the organisation existing from time to time ~~for the promotion~~which is to conduct, regulation and control of encourage, promote, advance and manage netball throughout Australia through and by the member organisation in the interest of the Members and Netball.

Non-Voting Member means a member of the Company that is entitled to attend, but not vote at, Members' Meetings, being the Individual Members, Community Members, Interested Members and the Chief Executive Officer of the Company.

Notice includes all written communications to Members, including electronic communications.

Objects mean the objects of the Company set out in ~~Clause~~clause 3.1.

~~**Observer** means an Individual Member who attends a General Meeting of the Company but is not an Association Delegate or other member of Council and has no rights to participate in the business of the meeting or vote at the meeting.~~

Office means the registered office of the Company.

Office Bearer means members of the executive or management committee of an Affiliate Member, Community Member or Interested Member or a director of an Affiliate Member, Community Member or Interested Member.

President means the Director that has been appointed by the Directors as President of the ~~Board~~ board of the Company, ~~elected~~ in accordance with ~~Clause 15.7~~clause 16, who will also be the Chairperson.

Returning Officer means the Returning Officer as recommended by the Directors and as appointed in accordance with ~~Clause 14.6 of this constitution, or in accordance with any policy of Netball NSW~~clause 13.6.

Virtual Meeting means a meeting where all participants participate via Virtual Technology.

Virtual Technology means technology, including online facilities, which gives those "attending" a meeting through use of it the opportunity to participate in the meeting in a manner similar in key respects to attending the meeting in person, including to follow the proceedings of the meeting uninterrupted, to ask questions and to vote.

Voting Member means a member of the Company that is entitled to vote at Members' Meetings, being the Affiliate Members, Directors and Life Members.

Voting Members Present means the Voting Members in attendance (including via proxy or Delegate, Virtual Technology or as otherwise allowed by this Constitution or a relevant Company policy) at the relevant meeting and that are entitled to vote at that meeting.

~~**Seal** means the common seal of the Company.~~

1.2 Interpretation

In this Constitution, unless the context indicates a contrary intention:

- (a) **(headings)** headings and the table of contents are inserted for convenience only and do not affect interpretation of this Constitution.
- (b) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity.

~~(c) **(person)** a reference to a person includes their personal representatives, successors and permitted assigns.~~

- (c) ~~(d)~~**(requirements)** a requirement to do anything includes a requirement to cause that thing to be done, and a requirement not to do anything includes a requirement to prevent that thing being done.
- (d) ~~(e)~~**(including)** **including** and **includes** are not words of limitation.
- (e) ~~(f)~~**(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning.
- (f) ~~(g)~~**(singular)** the singular includes the plural and vice-versa.
- (g) ~~(h)~~**(rules of construction)** neither this Constitution nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- (h) ~~(i)~~**(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
- (i) ~~(j)~~**(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia even if the obligation is to be performed elsewhere.
- (j) ~~(k)~~**(writing)** a reference to a Notice, consent, request, approval or other communication under this Constitution or an agreement between the parties means a written Notice, request, consent, approval or agreement.
- (k) ~~(l)~~**(replacement bodies)** a reference to a body (including an institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.
- (l) ~~(m)~~**(month)** a reference to a month is a reference to a calendar month.
- (m) ~~(n)~~**(year)** a reference to a year is a reference to twelve consecutive calendar months.

2 Company's name and nature

2.1 Name of the Company

The name of the Company is The New South Wales Netball Association ~~Limited-Ltd~~ trading as Netball NSW.

2.2 Nature of the Company

The Company is a public company limited by guarantee. The Company is a not for profit company.

3 Company's Objects and powers

3.1 Objects of the Company

- (a) To support and promote the objectives of Netball Australia as set out in that organisation's constitution to the extent that such obligations relate to New South Wales and having regard to the Act.

- (b) To create a uniform entity through and by which Netball in New South Wales can be encouraged, conducted, promoted and administered and to be the governing body of ~~netball~~ Netball in New South Wales.
- (c) To act for its Members in all matters pertaining to Netball.
- (d) To promote the economic and sporting success, strength and stability of the Company and each Affiliate ~~Member-Association~~.
- (e) To use and protect ~~it's-its~~ Intellectual Property.
- (f) To strive for and maintain government, commercial and public recognition of the Company as the authority for Netball in New South Wales.
- (g) To have regard to the public interest in its operation.
- (h) To encourage and promote performance-enhancing drug free Netball competition.
- (i) To act for its ~~members-Members~~ on all matters pertaining to the conduct of Netball in New South Wales, including all disciplinary, tribunal, appeal and grading matters, in accordance with ~~the Member Protection Policy~~ all relevant policies of the Company.
- (j) To pursue through itself or others, such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the Objects of the Company.
- (k) To foster, regulate, organise, conduct and manage Netball tournaments, competitions, events, displays and other activities within New South Wales in conjunction with ~~AssociationsMembers, as considered appropriate by the Directors~~.
- (l) To select and manage ~~netball-Netball~~ teams to represent New South Wales in matches against teams representing other states and territories of Australia and countries outside Australia.
- (m) To establish and conduct education and training programs in the implementation and interpretation of Netball rules, standards, guidelines and procedures.
- (n) To implement appropriate ~~policies, including policies in relation to member protection, social justice, drugs in sport, health, safety, junior and senior programs, infectious diseases, integrity in sport including match fixing and such other matters as arise from time to time as~~ and relevant policies relating to issues to be addressed in Netball from time to time.
- (o) To review and adopt rules pertaining to the conduct of championships and competitions organised and conducted by ~~Netball NSW~~ the Company, including procedures relating to the grading of entries received by the closing date of such competitions as annually conducted.
- (p) To give, and where appropriate, seek recognition for athletes, officials and other individuals participating in Netball in any capacity to obtain awards or public recognition.
- (q) To apply the property and capacity of the Company towards the fulfilment and achievement of these Objects.
- (r) To do all such other things as are incidental or conducive to the attainment of the Objects of the Company.

3.2 Powers of the Company

Solely for the purpose of furthering the Objects, the Company has the legal capacity and powers of a company as set out in Section 124 of the Act.

4 Income and property

4.1 Application

The Company's income and property must be applied solely towards promoting the Company's Objects and the Company's income and property must not be applied for the profit or gain of its ~~individual members~~ Members.

4.2 No distribution

Subject to ~~Clause~~ clause 4.3, no part of the Company's income or property may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, fee or otherwise, to any of the Members or Directors.

4.3 Exception

Clause 4.2 does not prohibit making a payment approved by the ~~Board~~ Directors:

- (a) ~~Honorariums for honorariums~~ for Directors in accordance with ~~Clause 15.9~~ clause 14.7;
- (b) for a service rendered to the Company by a Director in a professional or technical capacity, other than in the capacity as a Director of the Company, where:
 - (1) the provision of the service has the prior approval of the ~~Board~~ Directors; and
 - (2) the amount payable is not more than an amount which commercially would be reasonable payment for the service;
- (c) in good faith to any Member for goods supplied in the ordinary and usual course of business;
- (d) for interest on money borrowed from a Member at a rate not exceeding the lowest rate then being paid by the Company's bank on 30 day term deposits;
- (e) of reasonable and proper rent for premises let by any Member to the Company;
- (f) of salary or wages to any Member who is also an employee of the Company; or
- (g) for the indemnification of, or payment of premiums on contracts of insurance for, any Director to the extent permitted by law and this Constitution.

5 Liability of Members

5.1 Liability of Members limited

The liability of the Members is limited.

6 Guarantee by Members

6.1 Member undertaking

Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up during the time the Member is a Member or within one year afterwards for:

- (a) payment of the debts and liabilities of the Company contracted before the time at which the Member ceases to be a Member;
- (b) the costs, charges and expenses of winding up; and
- (c) the adjustment of the rights of the contributories among themselves,

such amount as may be required but not exceeding \$1 per Member.

7 Winding up

7.1 Winding up or dissolution

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same must not be paid to or distributed among the Members but must be given or transferred to a fund, authority or institution:

- (a) ~~(1)~~ having objects similar to the Objects of the Company;
- (b) ~~(2)~~ whose constitution prohibits distributions or payments to its members and directors (if any) to an extent at least as great as outlined in ~~Clause~~ clause 4; and
- (c) ~~(3)~~ which operates in the same geographical region as the Company.

8 Effect of, and altering, this Constitution

8.1 Contract effect

This Constitution will have effect as a contract:

- ~~(a) — between the Company and each affiliated Association;~~
- (a) ~~(b)~~ between the Company and each Member;
- (b) ~~(c)~~ between the Company and each Director; and
- (c) ~~(d)~~ between a Member and each other Member,

pursuant to which each Member agrees to accept the provisions of this Constitution, and comply with those provisions, so far as they apply to that Member.

8.2 Altering the Constitution

- (a) Notwithstanding any provisions contained in the Act no amendment will be made to this Constitution unless such amendment is first approved by special resolution requiring the amendment to be approved by at least 75% of the votes cast at ~~an Extraordinary General a~~

Council Meeting including any votes submitted in accordance with the Election and Voting Policy, Company's election and voting policy.

- (b) Notice of a Council Meeting at which it is proposed the Constitution will be amended under this clause must be provided at least 21 days before the relevant meeting.

9 Membership

9.1 Deeming provisions

9 Membership

- (a) ~~All Associations who were Member Associations prior to the time of approval of this Constitution under the Act (**Previous Member Associations**), will be deemed Associations from the time of approval of this Constitution under the Act, and will be entitled to all benefits conferred on them by the Company, whether directly or indirectly.~~
- (b) ~~All persons who were individual members of a Previous Member Association prior to the time of approval of this Constitution under the Act, will be deemed Individual Members of the Company from the time of approval of this Constitution under the Act, and will be entitled to a real benefit conferred on them by the Company, whether directly or indirectly.~~

9.1 9.2 Number of Members

- (a) The Company may not have less than three Members at any time.
- (b) The maximum number of ~~members~~ Members is unlimited.

9.3 Members

9.2 Categories of membership

- (a) The Members ~~are of the Company include:~~
- (1) ~~the affiliated Associations, which, subject to this Constitution, will be represented by their Delegates, in accordance with Clause 13, who will have the right to attend and vote at the Annual General Meeting, any Extra Ordinary Meeting and General Meetings for and on behalf of their Association;~~
- (2) ~~the Individual Members, who subject to this Constitution, may attend the Annual General Meeting, any Extra Ordinary Meeting and General Meetings as an Observer only;~~
- (1) Affiliate Members, which will each be represented by up to two Delegates appointed by them in accordance with clause 12.1. Each Delegate of an Affiliate Member has the right to attend, to debate and to vote at Members' Meetings on behalf of the Affiliate Member that appointed them.
- (2) the Directors, who will become Voting Members of the Company from the date of their election or appointment as Director until the date they cease to be a Director. As Voting Members, Directors have the right to attend, to debate and to vote at Members' Meetings;

- (3) Life Members, which will have the right to attend, to debate and to vote at Members' Meetings;
- (4) Interested Members, which will each be represented by a Delegate appointed by them in accordance with clause 12.2. A Delegate of an Interested Member will have the right to attend and to debate at Members' Meetings on behalf of the Interested Member that appointed them, but will have no right to vote;
- (5) Community Members, which will each be represented by a Delegate appointed by them in accordance with clause 12.2. A Delegate of a Community Member will have the right to attend and to debate at Members' Meetings on behalf of the Community Member that appointed them, but will have no right to vote;
- (6) ~~(3)Life Members who~~ Individual Members, which will have the right to attend and vote at the Annual General Meeting, any Extraordinary Meeting and General Meetings in their own right, to debate at Members' Meetings, but will have no right to vote; and
- (7) ~~(4)Directors, as elected by the Council, who shall also be members of an Association and the Chief Executive Officer,~~ who will have the right to attend and vote at the Annual General Meeting, any Extra Ordinary Meeting and General Meetings in their own right as an elected Director of the Company to debate at Members' Meetings, but will have no right to vote.
- (5) — Directors, as appointed by the Board, who shall also become members of an Association within 30 days of their appointment, will have the right to attend and vote at the Annual General Meeting, any Extra Ordinary Meeting and General Meetings in their own right as an appointed Director of the Company.
- (6) — The Chief Executive Officer who shall be a non-voting member of Council.

9.3 **9.4 Applications for ~~Affiliation as an Association~~ Affiliate Members**

- (a) Every application ~~for affiliation as an Association to be an Affiliate Member~~ must be:
 - (1) made in writing on a form to be approved by the ~~Board of~~ Directors for that purpose and ~~be accompanied by the required affiliation fee as recommended by the Board of Directors and approved by Council at the November Council meeting each year; in the manner outlined in any relevant Company policy in force from time to time;~~
 - (2) accompanied by the required affiliation fee as recommended by the Directors and approved by Voting Members at the final Council Meeting each year in accordance with clause 13.11(b)(1);
 - (3) ~~(2)~~ lodged with the Company, Secretary by 1 April in each year;
 - (4) ~~(3)~~ signed by the Association Affiliate Member's authorised representative and set out the name and address of the Association Affiliate Member.
- (b) Every application to be an Affiliate Member will be approved or rejected by Voting Members at the final Council Meeting each year.
- (c) ~~(b)~~ It is a requirement of an Association's affiliation that the Association Affiliate Member register each and every one of its individual members as Individual Member of the

~~Association Members~~. Failure to satisfy this requirement is a breach of ~~Clause clause~~ 10.1(b) of this Constitution ~~and the relevant Company policy~~.

~~9.5 Individual Membership renewal~~

9.4 ~~In order to remain~~ Applications for Interested Members and or become Community Members, Individual Members must:

- (a) Every application to be an Interested Member or a Community Member must be:
 - (1) made in writing in a form as prescribed by the Directors from time to time;
 - (2) accompanied by the required affiliation fee as approved by Voting Members at the final Council Meeting each year in accordance with clause 13.11 (b)(1);
 - (3) lodged with the Company Secretary; and
 - (4) duly executed by the applicant, and set out the name and address of the applicant.
- (b) As soon as practicable after the receipt of an application under clause 9.4(a), the Company Secretary must refer the application to the Directors.
- (c) The Directors may, acting in the best interest of the Company and in good faith, accept or reject the application whether the applicant has complied with the requirements under this clause or not. The Directors will not be required or compelled to provide any reason for such acceptance or rejection.
- (d) If the Directors accept an application for membership under this clause, the Directors will determine the appropriate category of membership and the Company Secretary will, as soon as practicable, notify the applicant in writing that their application is approved and the category of membership that applies to them. The Company Secretary must enter the applicant's name in the register of Members and upon the name being so entered, the applicant becomes a Member. The Company Secretary must also enter the category of membership afforded to the Member and the details of the relevant Interested Member or Community Member Delegates (as applicable) into the register of Members.
- (e) If the Directors reject an application for membership under this clause 9.4, the Company Secretary will, as soon as practicable, notify the applicant in writing that the application has not been approved. There is no right of appeal where the Directors reject an application for membership under this clause.
- (f) Interested Members and Community Members are not required to reapply for membership annually and will, subject to this Constitution, remain Members provided all monies payable to the Company have been paid. If an Interested Member or Community Member does not pay any annual membership fee applicable to them within 30 days of the due date, their membership will lapse and they will be required to reapply for membership in accordance with this clause 9.4.

9.5 Individual Membership renewal

- (a) In order to remain a Member or become a Member, Individual Members must:

- (1) ~~(a) Renew/renew~~ their annual membership ~~and/with~~ or become a new member of ~~their respective Associations' annually(as applicable)~~ an Affiliate Member;
 - (2) ~~(b)~~ otherwise remain registered ~~financial members of their Associations as a member of an Affiliate Member~~ in accordance with the procedures applicable from time to time; and
 - (3) ~~(c)~~ pay the annual individual membership fees as ~~set recommended by the Directors and approved~~ annually by the Council in November Voting Members each year in accordance with clause 13.11(b)(2). Payment is to be made to the Company or through ~~their each Individual Member's~~ respective Affiliate Member as determined by the Directors from time to time.
- (b) ~~(d)~~ The ~~Board~~ Directors, in ~~its~~ their absolute discretion, may admit or reject any application for individual membership. If the applicant is not admitted to membership in due course, ~~all~~ any monies paid by that applicant to the Company ~~must will~~ be returned in full.

9.6 Register

- (a) The Company will maintain a register of Members as required by the Act.
- (b) Each Member must notify the Company of any change in their details within 28 days ~~after of~~ the change.

10 Discontinuance of membership

10.1 When membership ceases

A Member will cease to be a Member if ~~the Member~~:

- (a) ~~the Member~~ dies;
- (b) ~~the Member~~ ceases to satisfy all requirements for their respective category of membership;
- (c) ~~the Member~~ is expelled by the Board Directors in accordance with the Company's Member Protection Policy ~~relevant Company policy~~;
- (d) subject to clause 10.2 , withdraws their membership by notice in writing to the Company Secretary; or
- (e) ~~(d)~~ the is a member of an Affiliate Member and is suspended by an Association that Affiliate Member for a period of 12 months or more under the Company's Member Protection Policy; in accordance with any relevant policy of the Affiliate Member, or Company, in force from time to time.

10.2 Notice requirements for withdrawal of membership

~~10.2~~ Withdrawal of an Association

~~Any Association may withdraw from Affiliation~~ Any Affiliate Member, Interested Member and Community Member may withdraw its membership of the Company by giving duly executed written notice of at least three calendar months to the Company Secretary.

10.3 Consequences of cessation of membership of an Affiliate Member

If an Association-Affiliate Member ceases to be affiliated-a Member in accordance with this Constitution or the Act, the Individual Members of that Association-Affiliate Member may cease or may remain Individual Members to the extent (if any) and for such time (if any) as is determined by the Board in its-Directors in their sole discretion.

10.4 No claim against the Company

A Member whose membership ceases does not have any claim against the Company or the Directors for damages or otherwise.

11 Life Members

- (a) An Individual Member may be nominated to receive-become a Life Membership-of the Company-Member in recognition of not less than ten-(10)-10 years outstanding service to the Company in accordance with this Clause-clause 11 and any such Company policy relating to the awarding of Life-Membership-life membership as may be in place from time to time.
- (b) A candidate for election as a Life Member must be nominated in writing by two (2)-Individual Members of affiliated Associations who are at least 18 years of age with such nominations being received by the Chief Executive Officer-Company Secretary by 31 October each year.
- (c) The Board-of-Directors shall-will review all nominations received to ensure nomination-meets they meet the criteria as defined and, if appropriate, put forward such nomination for voting.
- (d) Once approval for voting to proceed has been given by the Board-Directors, a ballot for the award-of Life-Membership-shall life membership will be conducted in accordance with the Election-and Voting Policy-Company's election and voting policy. If an affirmative vote is returned, the award-of Life-Membership-life membership will be announced and presented at the Annual General Meeting.
- (e) The Board-Directors may at any time-and from time to time fix the total number of persons who may be Life Members at any time and the maximum number of candidates who may be nominated in any year.
- (f) All Netball NSW Life Members will be registered directly with the Company.
- ~~(g) A Life Member who nominates for election as a Director of the Company must comply with Clause 15.3 of this Constitution.~~

12 Delegates

12-Council

12.1-Membership

The Council will consist of Life Members, the Board of Directors, the Chief Executive Officer as a non-voting member and two Delegates from each affiliated Association.

13 — Delegates to Council

12.1 13.1 Appointment of Delegates of Affiliate Members

- (a) By 1 April each year, each Affiliate Member is entitled to appoint up to two Delegates who may each attend and vote at Members' Meetings on behalf of the Affiliate Member.
- ~~(a) — By 1 April each year, each affiliated Association is entitled to nominate two Delegates to attend and vote at the Annual General Meeting, any Extra Ordinary Meeting or General Meetings.~~
- ~~(b) — This notice of appointment is to accompany the Association affiliation form as referred to in Clause 9.4 of this Constitution.~~
- (b) ~~(c)~~ Affiliated Associations Affiliate Members must provide the name and contact details of each Delegate on the annual Affiliation form to the Company Secretary by 1 April each year to ensure such Delegates may attend and vote at the Annual General Meeting and any Extra Ordinary or General Meeting held in conjunction or on the same day as the Annual General Meeting Members' Meetings.
- (c) ~~(d)~~ Where such Affiliation appointment is received after 1 April in any one year, such Delegates may attend and vote at the next scheduled meeting held after the date affiliation the appointment is received.
- ~~(e) — Term of office~~
- (d) Except as otherwise provided in this Constitution, persons appointed to Council in line with Clause 12.1 of this Constitution, will assume office as at 1 April each year and will hold office as Delegates of Affiliate Members will assume that role from 1 April until 31 March the following year.
- (e) ~~(f)~~ All Delegates to Council of Affiliate Members must be at least 18 years of age.
- (f) ~~(g)~~ No substitution of delegates Delegates of Affiliate Members may occur during the course of the meeting a Members' Meeting

13.2 — Alternate Delegate(s)

- ~~(a) — Appointment of Alternate Delegate(s)~~

 - ~~(1) — Each Association may appoint an Alternate Delegate for each Delegate mentioned at Clause 13.1 (a)~~

12.2 ~~(b)~~ Procedure for **Appointment of Alternate Delegate(s) Delegates of Interested Members and Community Members**

- (a) By 1 April each year, each Interested Member and Community Member is entitled to appoint one Delegate to attend and debate at Members' Meetings on their behalf. Delegates of Interested Members and Community Members do not have the right to vote at Members' Meetings.

- (b) Interested Members and Community Members must provide the name and contact details of their Delegate to the Company Secretary by 1 April each year to ensure their Delegate may attend at Members' Meetings.
- (c) Where such appointment is received after 1 April in any one year, such Delegates may attend at the next scheduled meeting held after the date the appointment is received.
- (d) Except as otherwise provided in this Constitution, persons appointed as Delegates of Interested Members or Community Members will assume that role from 1 April until 31 March the following year.
- (e) All Delegates of Interested Members or Community Members must be at least 18 years of age.

12.3 No substitution of Delegates of Interested Members or Community Members may occur during the course of a Members' MeetingProxies

- (a) Delegates of Affiliate Members, and other Voting Members may appoint a proxy to attend and vote at Members' Meetings on their behalf.
- (b) ~~(1)Document~~ The document appointing ~~an Alternate Delegate~~ a proxy must:
 - (1) ~~(a)must~~ be in writing ~~signed by an Association Executive Member.~~;
 - (2) include the name and address of the proxy;
 - (3) be signed on behalf of the Delegate of the Affiliate Member, or other Voting Member appointing the proxy;
 - (4) ~~(c)must be received by~~ be given to the Company Secretary at least 48 hours prior to the published commencement time of ~~all meetings of Council to which the Alternate Delegate will attend~~ the Members' Meeting(s) that the proxy will attend; and
 - (5) state the name of the Company, and the Members' Meeting(s) at which the appointment will be used.
- ~~(d) must be in the form approved by the Board of Directors.~~
- (c) ~~(2)~~A document appointing ~~an alternate delegate~~ a proxy must not be treated as valid unless ~~Clauses 13.2 (b)~~ clause 12.3(b) above has been complied with.
- ~~(3) All Alternate Delegates appointed by an Association must be a member of the Company.~~
- (d) All proxies appointed by a Delegate of an Affiliate Member, or other Voting Member must also be a Member.
- ~~(4) No substitution of alternate delegates may occur during the course of a meeting.~~

13.3 Proxy Delegates

- ~~(a) Appointment of proxies~~

~~(1) — Each Association may appoint one Proxy Delegate for each Delegate mentioned at Clause 13.1 (a).~~

~~(b) — Procedure for Appointment of a Proxy Delegate~~

~~(1) — Document appointing a Proxy Delegate:~~

~~(a) — must be in writing signed by an Association Executive Member.~~

~~(b) — must also be signed by the Association's Secretary of which the Proxy Delegate is an individual member of and from where such details and monies are submitted to the Company on behalf of the registered individual member.~~

~~(c) — must be received by the Company Secretary at least 48 hours prior to the published commencement time of all meetings of Council to which the proxy will attend.~~

~~(d) — must be in the form approved by the Board of Directors.~~

~~(2) — A document appointing a proxy delegate must not be treated as valid unless Clauses 13.3 (b) above has been complied with.~~

~~(3) — All Proxy Delegates appointed by an Association must be a member of the Company.~~

~~(4) — No more than two members of any one Association shall represent as a Proxy Delegate to Council.~~

~~(e) (5) No substitution of Proxy Delegates proxies may occur during the course of a meetingMembers' Meeting.~~

13 ~~14~~General Members' Meetings

13.1 ~~14.1~~Annual General Meeting

~~An Annual General Meeting must be held once in every calendar year at such time (not being more than eighteen months after the holding of the last preceding Annual General Meeting) and place as may be prescribed by the Company, or, in default, at such time in the third month following that in which the anniversary of the Company's incorporation occurs, and at such place as the Directors appoint. In default of an Annual General Meeting being so held, a General Meeting must be held in the month next following, and may be convened by any two Members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.~~

An Annual General Meeting must be held at least once in every calendar year within 5 months after the end of its financial year.

13.2 ~~14.2~~Notice of Annual General Meeting

(a) ~~Subject to the provisions of the Act relating to special resolutions, at At~~ least 21 days' Notice (exclusive of the day on which the Notice is served or deemed to be served, but inclusive of the day for which Notice is given) must be given of any Annual General Meeting.

(b) Any Notice under ~~Clause 14.2 (a)~~ clause 13.2(a) must specify:

- (1) the place, the day and the hour of meeting; and
- (2) in case of special business, the general nature of that business,

to such persons as are, under this Constitution, entitled to receive such Notices from the Company.

- (c) Any Notice under ~~Clause 14.2~~ this clause 13.2 must be given to:

- ~~(1) the Secretary of affiliated Associations;~~

- (1) the Chief Executive Officer;

- ~~(2) every nominated Council Delegate entitled to vote;~~

- (2) each Life Member;

- (3) each Delegate of an Affiliate Member, Interested Member and Community Member;

- (4) each Director; and

- (5) the Auditor.

- (d) The Members entitled to receive Notice of ~~some particular meeting~~ the Members' Meeting may agree to a shorter Notice period if allowed by the Act.

13.3 ~~14.3~~ Entitlement to attend the Annual General Meetings

No ~~Association Delegate of an Affiliate Member, Interested Member or Community Member~~ may be represented at, or take part in the Annual General Meeting unless all monies then due and payable to the Company by the respective Member have been paid in accordance with this Constitution ~~are paid~~.

13.4 ~~14.4~~ Quorum

- (a) No business may be transacted at the Annual General Meeting, except the adjournment of a meeting, unless a quorum ~~of Members~~ is present at the time when the meeting proceeds to business.

- (b) The quorum for the Annual General Meeting ~~shall be Delegates representing one quarter of the affiliated Associations and a majority of the Directors who have been appointed as voting Members under Clause 9.3 of this Constitution~~ will be 25% or more of Affiliate Members and 50% or more Directors.

- (c) If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting must stand adjourned to a date fixed by the ~~Board; chairperson of the meeting.~~ The adjourned meeting will be convened by the Company Secretary ~~as directed by the Board in accordance with the Act.~~ If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the Voting Members ~~present~~ Present will be a quorum.

13.5 ~~14.5~~Chairperson

The Chairperson, or in their absence, the Deputy Chairperson ~~of the Board~~, must preside as ~~Chairperson~~chairperson at the Annual General Meeting of the Company and if at any meeting neither the Chairperson or the Deputy Chairperson is present within ~~thirty~~30 minutes after the time appointed for holding the meeting, the ~~Board members~~Directors present will choose a Director to be ~~Chairperson~~chairperson of the meeting.

13.6 ~~14.6~~Business of the Annual General Meeting

The business to be transacted at an Annual General Meeting, ~~shall~~will include:

- (a) ~~(a)~~consideration of the accounts, balance-sheets, and the report of the Directors and Auditor prescribed by the Act;
- (b) ~~(b)~~the appointment of the Auditor and Returning Officer;
- (c) ~~(c)~~consideration of annual reports from all appointed subcommittees, tribunals and panels;
- (d) ~~(d)~~such other business as deemed appropriate; and
- (e) ~~(e)~~the election of Directors as appropriate.

13.7 Voting at the Annual General Meeting

- (a) Each Delegate of an Affiliate Member has one vote on behalf of that Affiliate Member provided they have been appointed in accordance with this Constitution and are present at the relevant meeting (in person, by proxy, by Virtual Technology or as otherwise allowed by this Constitution or a relevant Company policy).
- (b) Subject to clauses 13.7(c) and 13.7(d), all other Voting Members Present (i.e. not including Delegates of Affiliate Members) will have one vote each.
- (c) If a Director is also a Life Member, that Director may only exercise one vote.
- (d) If a Delegate of an Affiliate Member is also a Life Member and/or Director, that Delegate may only exercise a vote on behalf of the Affiliate Member.
- (e) ~~(a)~~Each Council Member, being affiliated Association Delegates, Life Members and Directors will have one vote toVotes will be taken in such manner ~~as the President directs~~determined by the chairperson of the meeting.
- ~~(b)~~ ~~A vote may be submitted by any Council Member in regards to any item listed on the Notice of the Annual General Meeting, on request.~~
- (f) ~~(c)~~The Electionelection of Directors ~~shall~~will be conducted by the Returning Officer in accordance with the ~~Election and Voting Policy~~Company's election and voting policy.
- (g) ~~(d)~~Excluding items listed on the Notice of the Annual General Meeting for which a vote may be cast, questions arising from the floor of Resolutions at an Annual General Meeting must be decided by a majority of votes cast by the Delegates of Associations, Life Members and Directors, present at that meeting.

13.8 Nominations equal vacancies or insufficient nominations

If the number of nominations received for the Board-Elected Directors is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies ~~on the Board for Elected Directors~~, then those nominated ~~shall will~~ only be elected if they are elected by a majority of votes cast ~~by the Delegates~~ in a vote in accordance with ~~Clause 14.7 (c)~~ clause 13.7.

13.9 Council Meetings

~~1.9~~ — ~~Extraordinary General Meeting~~

~~The Directors may whenever they may think fit, convene an Extraordinary General Meeting, which must also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Act.~~

~~1.10~~ — ~~Quorum~~

~~(a) — No business may be transacted at any Extra Ordinary Meeting, except the adjournment of a meeting, unless a quorum of Members is present at the time when the meeting proceeds to business.~~

~~(b) — Unless otherwise provided in this Constitution, a quorum for an Extra Ordinary Meeting shall be Delegates representing one-quarter of the affiliated Associations and a majority of the Directors who have been appointed as voting Members under Clause 9.3 of this Constitution. If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting:~~

~~(1) — if convened upon the requisition of Members, must be dissolved; and~~

~~(2) — in any other case it must stand adjourned to be held within 14 days at the same time and place,~~

~~and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed for the meeting, the Members present will be a quorum.~~

~~1.11~~ — ~~Chairperson~~

~~The Chairperson, or in their absence, the Deputy Chairperson of the Board, must preside as Chairperson at any Extra Ordinary Meeting of the Company and if at any meeting neither the Chairperson or the Deputy Chairperson is present within thirty minutes after the time appointed for holding the meeting, the Delegates present must choose someone of their number to be Chairperson of the meeting.~~

~~1.12~~ — ~~General Meetings~~

~~(a) The Directors shall~~ The Directors will convene and cause to be held, at least two General Council Meetings of the Council in each calendar year, and the final meeting of each calendar year is to be held no later than November each year.

13.10 ~~1.13~~ Notice of ~~General Meeting~~ Council Meetings

Notice of Council Meetings must be given in accordance with the notice requirements for Annual General Meetings under clause 13.2.

~~(a) Subject to the provisions of the Act relating to special resolutions, at least 21 days' Notice (exclusive of the day on which the Notice is served or deemed to be served, but inclusive of the day for which Notice is given) will be given of any General Meeting.~~

~~(b) Any Notice under Clause 14.12(a) will specify:~~

~~(1) the place, the day and the hour of meeting; and~~

~~(2) in case of special business, the general nature of that business,~~

~~to such persons as are, under this Constitution, entitled to receive such Notices from the Company.~~

~~(c) Any Notice under Clause 14.12 (b) must be given to:~~

~~(1) the Secretary of affiliated Associations;~~

~~(2) every nominated Council Delegate entitled to vote;~~

~~(3) each Life Member;~~

~~(4) each Director; and~~

~~(5) the Auditor.~~

~~(d) The Chief Executive Officer will also be given at least 21 days written notice of each Council Meeting~~

13.11 ~~1.14(e) The Members entitled to receive Notice of some particular meeting may agree to a shorter Notice period.~~ **Proceedings at General Council Meetings**

~~(a) The accidental omission to give Notice of a meeting to, or the non-receipt of Notice of a meeting by, any Member will not invalidate the proceedings at any meeting.~~

~~(a)~~ (b) A person's attendance at a General Council Meeting waives any objection that ~~the~~ person may have to:

(1) a failure to give Notice, or the giving of a defective Notice, of the meeting-Council Meeting, unless, at the beginning of the meetingCouncil Meeting, the person objects to the holding of the meetingCouncil Meeting; and

(2) the consideration of a particular matter at the meeting-Council Meeting which is not within the business referred to in the Notice of the meetingCouncil Meeting, unless the person objects to considering the matter when it is presented.

~~(c) The following business will be deemed special:~~

~~(1) all business that is transacted at an Extraordinary General Meeting.~~

~~(b)~~ (d) The Council shall, at the November meeting each The Voting Members will, at the final Council Meeting in each calendar year, conduct the following business as part of the business of the meetingCouncil Meeting:

- (1) ~~i. Set approve the Directors' recommendation for~~ the annual affiliation fees payable by each ~~Association-Affiliate Member, Community Member and Interested Member~~ in accordance with ~~Clause-clauses 9.3 and 9.4;~~ and
- (2) ~~ii. Set approve the Directors' recommendation for~~ the annual individual membership fees payable by each ~~individual member-Individual Member~~ in accordance with ~~Clause clause 9.5. Reference is also made to Clause 15.1 (b) and the Affiliation and Membership Policy clause 14.1(b) and the Company's affiliation and membership policy~~ in regard to remote and isolated ~~Associations-Affiliate Members~~.
- (c) ~~(e)~~In addition to ~~General-Council~~ Meetings held in accordance with ~~Clause 14.11(a)clause 13.9,~~ the Company Secretary will call ~~General-Council~~ Meetings:
 - (1) at the direction of the ~~PresidentChairperson~~; or
 - (2) on written request by ~~Voting Members with~~ at least ~~one-quarter-five percent~~ of the ~~votes that may be cast at a Council Meeting, and such~~ Members ~~must pay the expenses of calling and holding the meeting~~.
- (d) ~~(f)~~All documents and reports to come before ~~Voting Members at a Council at a General Meeting~~ must arrive at the Office at least 28 days prior to the relevant ~~General Meeting-Council Meeting~~.

13.12 Voting at Council Meetings

1.15 Voting at General Meetings

- ~~(a) Each Council Member, being affiliated Association Delegates, Life Members and Directors will have one vote to be taken in such manner as the President directs.~~
- ~~(b) A vote may be submitted by any Council member in regards to any item listed on the Notice of the General Meeting, on request.~~
- ~~(c) Excluding items listed on the Notice of the General Meeting for which a postal vote may be cast, questions arising from the floor of a General Meeting must be decided by a majority of votes cast by the Delegates of Associations, Life Members and Directors, present at that meeting.~~
- (a) Each Delegate of an Affiliate Member has one vote on behalf of that Affiliate Member provided they have been appointed in accordance with this Constitution and are present at the relevant meeting (in person, by proxy or as otherwise allowed by this Constitution or a relevant Company policy).
- (b) Subject to clauses 13.12(c) and 13.12(d), all other Voting Members Present (i.e. not including Affiliate Members) will have one vote each.
- (c) If a Director is also a Life Member, that Director may only exercise one vote.
- (d) If a Delegate of an Affiliate Member is also a Life Member and/or Director, that Delegate may only exercise a vote on behalf of the Affiliate Member.
- (e) ~~(d)~~At any General-Council Meeting a resolution put to the vote of the meeting will be decided on a show of hands (and/or for those attending using Virtual Technology indicating orally

whether they are for or against the resolution), unless a secret ballot is demanded by at least two Voting Members present in person to votePresent. Where votes have been received by the Returning Officer, these shall will be included as part of the vote taken either by show of hands or secret ballot.

~~*—or lost,~~

- (f) Unless a secret ballot is demanded, the Chairperson chairperson will declare that a resolution has, on a show of hands and including such postal votes as received, been

~~:-*—carried, or~~

~~*—carried unanimously, or~~

- ~~*—~~ by a particular majority, carried or lost, and an entry to that effect shall will be recorded in the minutes of the meeting and will be conclusive evidence of the fact of the outcome of the vote taken, without recording the specific numbers of a vote.

- (g) ~~(f)~~ If a secret ballot is duly demanded it must be taken in such manner as the Chairperson directs, and unless the meeting is adjourned the result of the secret ballot will be deemed to be the resolution of the meeting at which the secret ballot was demanded.

- (h) ~~(g)~~ A secret ballot demanded on a question of adjournment, must be taken forthwith. A secret ballot demanded at a meeting on any other question will be taken at such time at that meeting as the Chairperson of the meeting directs.

13.13 Use of Technology for Meetings

- (a) A Members' Meeting may be held at two or more venues using any technology permitted by the Corporations Act, including by holding Hybrid Meetings or Virtual Meetings, provided that it is consistent with the Act and it gives the Members as a whole a reasonable opportunity to participate.
- (b) The Directors may hold board meetings as they think fit, using any procedure and technology which is permitted by the Act or authorised by the Directors including by holding Hybrid Meetings or Virtual Meetings.

13.14 Conduct of Hybrid Meetings and Virtual Meetings

The following provisions apply to Hybrid Meetings and Virtual Meetings:

- (a) All persons participating in a Virtual Meeting and those participating remotely in a Hybrid Meeting must be linked by Virtual Technology for the purpose of the Hybrid Meeting or Virtual Meeting and notice must be provided to the participants advising of the Virtual Technology that will be used to participate in the meeting;
- (b) Each of the persons taking part in the Hybrid Meeting or Virtual 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 purpose of this Constitution to be present and in attendance at the meeting;
- (c) At the commencement of the Hybrid Meeting or Virtual Meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) A person must not leave a Hybrid Meeting or Virtual Meeting by disconnecting his or her Virtual Technology unless that person has previously notified the Chairperson;

- (e) A person may be presumed conclusively to have been present and to have formed part of a quorum at all times during a Hybrid Meeting or Virtual Meeting unless that person has previously notified the Chairperson of leaving the meeting;
- (f) A minute of proceedings of a Hybrid Meeting or Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minutes are certified by the Chairperson as correct.

13.15 ~~1.16~~ Quorum

- (a) No business may be transacted at any ~~General Council~~ Meeting, except the adjournment of a meeting, unless a quorum ~~of Members~~ is present at the time when the meeting proceeds to business.
- (b) Unless otherwise provided in this Constitution, a quorum for all ~~General Meetings shall be Delegates representing one-quarter of the affiliated Associations and a majority of the Directors who have been appointed as voting Members under Clause 9.3 of this Constitution. If within thirty~~ Council Meetings will be 25% or more of Affiliate Members and 50% or more of the Directors. If within 30 minutes from the time appointed for the meeting a quorum is not present, the meeting:
 - (1) ~~if~~ convened upon the requisition of Members, must be dissolved; and
 - (2) in any other case it must stand adjourned to the same day in the next week, at the same time and place,

and if at the adjourned meeting a quorum is not present within ~~thirty~~ 30 minutes from the time appointed for the meeting, the ~~Voting~~ Members ~~present~~ Present will be a quorum.

13.16 ~~1.17~~ Chairperson

The Chairperson, or in their absence, ~~the Deputy Chairperson, must preside as chairperson at every Council Meeting of the Company and if at any meeting neither the Chairperson nor the Deputy Chairperson of the Board, must preside as Chairperson at every General Meeting of the Company and if at any meeting neither the Chairperson or the Deputy Chairperson~~ is present within ~~thirty~~ 30 minutes after the time appointed for holding the meeting, the ~~Delegates present~~ Voting Members Present must choose ~~someone of their number to be Chairperson another Director to be chairperson~~ of the meeting.

13.17 ~~1.18~~ Adjourned meetings

- (a) The Chairperson may, with the consent of any ~~meeting~~ Members' Meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for ten days or more, Notice of the adjourned meeting must be given as in the case of an original meeting. Except as otherwise required, it is not necessary to give any Notice of an adjournment or of the business to be transacted at an adjourned meeting.

14

~~15~~Directors

14.1

~~15.1~~Responsibilities and duties of Directors

- (a) The Directors are responsible for managing the Company's business and affairs and may exercise ~~to the exclusion of the Council in a General Meeting~~ all the Company's powers which are not required, by the Act or by this Constitution, to be exercised by the ~~Council Members~~ in a ~~General Members'~~ Meeting.
- (b) The ~~Board has~~ Directors have the discretion to provide special consideration in relation to remote and isolated ~~Associations Affiliate Members~~ as stated in the ~~Netball NSW Affiliation and Membership Policy Company's affiliation and membership policy.~~
- (c) ~~The Board shall~~ The Directors have the authority to institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound or allow reasonable time for payment and satisfaction of any debts due to and any claims or demands by or against the Company and to refer any claims or demands by or against the Company to arbitration and to observe and perform the award.
- (d) To appoint ~~Patrons patrons~~ and cancel any such appointment.
- (e) To delegate any of its responsibilities to committees consisting of such ~~Council Members persons~~ as it thinks fit and may from time to time revoke such delegation.
- (f) The ~~Board shall~~ Directors will appoint the Chief Executive Officer.
- (g) The ~~Board shall~~ Directors will appoint the Company Secretary.
- (h) The ~~Board Directors~~ can exercise any authority given to the Company under ~~Clause clause~~ 3.2 of this Constitution.
- (i) Without limiting ~~Clause 15.1(a), clause 14.1(a),~~ the Directors may exercise all the Company's authority to:
 - (1) borrow or otherwise raise money;
 - (2) charge any property or business of the Company; and
 - (3) ~~Issue issue~~ debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- (j) The Directors may decide how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed (as applicable) by or on behalf of the Company.
- (k) The Directors may pay out of the Company's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of the assets acquired by it.
- (l) The Directors may:
 - (1) appoint or employ a person to be an officer, agent or attorney of the Company for the purposes, with the responsibilities, discretions and duties (including authority,

responsibilities, discretions and duties vested in or exercisable by the Directors), for the period and on the conditions they think fit;

- (2) ~~Authorise~~authorise an officer, agent or attorney to delegate all or any of the authorities, responsibilities, discretions and duties vested in the officer, agent or attorney; and
 - (3) ~~Subject~~subject to any contract between the Company and the relevant officer, agent or attorney, remove or dismiss any officer, agent or attorney at any time, with or without cause.
- (m) A power of attorney may contain any provisions for the protection and convenience of the attorney or persons dealing with the attorney that the Directors think fit.

14.2 ~~15.2~~ Director positions

~~The Board~~Subject to clauses 14.4(a) and 14.4(b), the Company's board will consist of:

~~(a) — A President (an Elected Director) elected in accordance with Clause 15.7~~

- (1) ~~(a) Six~~seven Elected Directors, elected in accordance with ~~Clause 15.7~~clause 14.5; and

- (2) ~~(b) Up~~up to two ~~appointed~~Appointed Directors in accordance with ~~Clause 15.18~~clause 14.15.

~~(c) — The Chief Executive Officer, as a non-voting member.~~

14.3 ~~15.3~~ Qualifications of Directors

Subject to the provisions of ~~Clause 15.15~~clause 14.12 each Director:

~~(a) — All Directors, other than the Chief Executive Officer, must be Members of an affiliated Association;~~

(a) ~~(b) All Directors~~ must be at least 18 years of age;

(b) ~~(c) All Directors (other than the Chief Executive Officer)~~ must not be a direct employee of the Company; and

(c) cannot be an officer (as defined by the Act) or an Office Bearer of any Affiliate Member, Interested Member or Community Member or hold an equivalent position in circumstances where the Affiliate Member, Interested Member or Community Member is not a corporation.

~~(d) — All Directors cannot hold an executive or officer position in any Association.~~

~~15.4~~ Transitional arrangement for term of Elected Directors

~~(a) — At the 2018 AGM, there will be an election for four Elected Directors, two of whom will serve terms of three years and two of whom will serve terms of two years.~~

~~(b) — At the 2019 AGM, there will be an election for three Elected Directors, two of whom will serve terms of three years and one of whom will serve a term of two years.~~

14.4 ~~15.5~~Term of Directors

- (a) The Existing Directors will serve the remainder of their designated terms.
- (b) ~~(a)Except for Existing Directors,~~ Elected Directors are elected, subject to ~~Clauses 15.4 and 15.5~~(clause 14.4(d)) for a three year term.
- (c) ~~(b)~~No ~~Elected~~ Director can hold office for a period longer than nine consecutive years, inclusive of any period served as a casual vacancy. For the ~~purpose~~purposes of this ~~Clause~~clause, any period prior to 25 March 2012 during which a Director has held office will not be taken into consideration.
- (d) ~~(c)~~A Director will be required to resign at the end of the nine year period referred to in ~~Clause 15.5~~(clause 14.4(c)), notwithstanding that this may occur during a term referred to in ~~Clauses 15.4 or 15.5~~(a). clause 14.4(a). The casual vacancy arising from such resignation will be filled in accordance with ~~Clause 15.8~~clause 14.6.
- (e) ~~(d)~~Despite ~~Clause 15.5~~(clause 14.4(c)), ~~an Elected~~ a Director who has held office for nine consecutive years may seek stand for re-election, provided they have stood down ~~from the Board~~ for a period of at least twelve months, following that period during which they held office.

~~15.6~~ Membership of Associations

~~No more than two Directors may be a member of the same Association at any one time, whether that registration relates to a primary or secondary registration.~~

14.5 ~~15.7~~Procedure for election of Elected Directors

- (a) The Returning Officer must, by 21 days written Notice, advise Members of an election of Elected Directors ~~to be held with such elections~~ to be held in accordance with the ~~Election and Voting Policy~~Company's election and voting policy.
- (b) Election of Elected Directors ~~shall will~~ be by vote conducted by the Returning Officer as per the ~~Election and Voting Policy~~Company's election and voting policy with the results announced by the Returning Officer at the Annual General Meeting each year.
- (c) Elected Directors will be elected on an alternating basis~~– in accordance with the Company's election and voting policy.~~
- ~~(d) Four Elected Directors will be elected one year and three Elected Directors will be elected the next year.~~
- ~~(e) Subject to Clause 15.5(b), an Elected Director is eligible for re-election on expiration of that Director's term of office. To achieve the transitional arrangement described in Clause 15.4 the terms of service of the Elected Directors will be determined as follows:~~
 - ~~(1) At the 2018 AGM, the President and three Elected Directors will be elected; the President and the Elected Director with the highest vote will serve a three year term and the Elected Directors receiving the third and fourth highest vote will serve a two year term;~~

~~(2) — At the 2019 AGM, three Elected Directors will be elected; the two Elected Directors with the highest vote will serve a three year term and the Elected Director receiving the third highest vote will serve a two year term;~~

14.6 ~~15.8~~Casual vacancy of Director

Any casual vacancy occurring in the office of Director during a Director's term of office will be filled by an appointment of a Director made by the [BoardDirectors](#). The term of office in this instance will be up until the next Annual General Meeting when an election will take place either to fill the remaining term of office or for a new term of office.

14.7 ~~15.9~~Remuneration of Directors

~~(a)~~ Clause 4.2 does not prohibit an honorarium for Directors in their capacity as Directors. However, such honorarium must be approved by the [Council Voting Members](#) in the first instance, and then annually.

14.8 ~~15.10~~Board Directors' meetings

~~(a)~~[Board Directors'](#) meetings may be held at such time and place as the Directors may from time to time determine.

~~(b) — Despite Clause 15.11(b), Directors resident in excess of 100 kilometres from the venue designated for meetings, must attend in person a minimum of half of all scheduled meetings.~~

14.9 ~~15.11~~Quorum

- (a) The Directors may meet together for the dispatch of business, adjourn or otherwise regulate their meetings and proceedings as they think fit. The quorum necessary for the transaction of business will not be less than five Directors ~~eligible to vote~~.
- (b) The effective and instantaneous linking together by ~~telephone, video conference facility or other electronic means~~ [Virtual Technology](#) of a sufficient number of the Directors to constitute a quorum constitutes a meeting of the [BoardDirectors](#).
- (c) Other than for the purposes of ~~Clause 15.12~~[clause 14.10](#), a Director who takes part in a meeting by any of the means specified in ~~Clause 15.11(b)~~[clause 14.9\(b\)](#) is taken to be present in person at the meeting.
- (d) If a failure in communications prevents ~~Clause 15.11(b)~~[clause 14.9\(b\)](#) from being satisfied by that number of Directors which constitutes a quorum, then the meeting must be suspended until ~~Clause 15.11(b)~~[clause 14.9\(b\)](#) is satisfied again. If ~~clause 15.11(b)~~[clause 14.9\(b\)](#) is not satisfied within 20 minutes from the time the meeting was interrupted, the meeting will be deemed to be terminated.
- (e) If the number of Directors in office at any time is not sufficient to constitute a quorum at a meeting of the [BoardDirectors](#), or is less than the minimum number of Directors fixed under this Constitution, the remaining Directors must act as soon as possible to:
 - (1) increase the number of Directors to a number sufficient to constitute a quorum and to satisfy the minimum number of Directors required under this Constitution; and
 - (2) convene a ~~General Council~~ Meeting of the Company for that purpose~~;~~

and until that has happened, may only act if, and to the extent that, there is an emergency requiring them to act.

14.10 ~~15.12~~ Directors entitled to vote

Subject to ~~Clause 15.11~~ clause 14.9, all Directors are entitled to vote at the meetings of the ~~Board,~~
~~with the exception of the Chief Executive Officer~~ Directors.

14.11 ~~15.13~~ Interested Directors

(a) A Director who has a material personal interest in a matter that is being considered at a Director's meeting must not:

- (1) be counted in the quorum of Directors while the matter is being considered at the meeting;
- (2) be present while the matter is being considered at the meeting; or
- (3) vote on the matter,

unless the Directors voting on the matter are satisfied that the interest should not so disqualify the Director.

(b) If a Director gains a personal interest in a contract or arrangement which the Company has already entered into, the Director must declare that interest in accordance with ~~Clause 15.13~~
~~(clause 14.11(c))~~.

(c) A Director who is in any matter, whether directly or indirectly, interested in a matter in which the Company has an interest, or a proposed interest, must declare that interest at the first meeting of the ~~Board~~ Directors after he or she becomes aware of the interest, by providing written notice which accurately states the nature and extent of the Director's interest, whether that interest is a relationship or association with a specified person, the holding of any office, or being a member, shareholder or partner of a specified firm, corporation or other entity, or the holding of any property or investment, whether directly or indirectly, which may create duties or interests in conflict with the duties or interests of that person as a Director of the Company.

(d) A Director may not execute any document as a Director of the Company if that document relates to a contract or arrangement in which the Director has an interest and which ~~required~~
requires disclosure in accordance with this ~~Clause 15.13~~ clause 14.11.

~~15.14~~ — Number of Directors below necessary quorum

~~The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by this Constitution as the necessary quorum of Directors, the continuing Directors will act for the purpose of increasing the number of Directors to that number, by summoning a General Meeting of the Company, but for no other purpose.~~

14.12 ~~15.15~~ Acts done by disqualified Directors

All acts done by any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, will, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them

were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

14.13 ~~15.16~~ Director deemed to have vacated office

A Director will be deemed to have vacated the office of Director if the Director:

- (a) dies;
- (b) resigns office by notice in writing addressed to the ~~Board~~Directors;
- (c) becomes bankrupt or insolvent or makes any arrangements or composition with his or her creditors;
- (d) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under a law relating to mental health;
- (e) is absent from three consecutive ~~meeting of the Board~~Directors' meetings without leave of the ~~Board~~Directors;
- (f) becomes prohibited from being a director of a company by reason of any provision of the Act;
- (g) ceases to be a Member of the Company;
- (h) is directly or indirectly interested within the meaning of the Act in any contract with the Company or participated in any profits of any contract with the Company provided that a Director will not be deemed to have vacated office if the Director has declared the nature of the interest in the manner required by ~~Clause 15.13(c)~~clause 14.11(c) and sections 192 and 193 of the Act, and the ~~Board is~~Directors are satisfied that the interest should not disqualify the Director; or
- (i) is removed by resolution of the Company in a ~~General~~Members' Meeting.

14.14 ~~15.17~~ Valid resolution

No act or resolution of the ~~Board~~Directors will be invalidated by reason of the existence of any vacancy or vacancies among the ~~Board~~Directors.

14.15 ~~15.18~~ Appointment of Appointed Director

- (a) The ~~Elected~~ Directors may appoint up to two Appointed Directors. No Director who is seeking reappointment can take part in a vote on their own appointment.
- (b) An Appointed Director ~~shall~~will have specific skills in any of commerce, finance, marketing, law or business generally or such other skills which complement the ~~Board~~board composition, but need not have experience in or exposure to Netball.
- (c) ~~An~~Subject to clause 14.4 an Appointed Director may be appointed by the ~~Elected~~ Directors in accordance with this Constitution for a term of up to two years, which ~~shall~~will commence and conclude at the discretion of the ~~Board~~Directors.

15 ~~16~~Proceedings for and at meetings of the Directors

15.1 ~~16.1~~Notice of meeting

- (a) Notice of a meeting of the ~~Board~~ Directors must be given to each Director other than a Director who is on a leave of absence approved by the ~~Board~~ Directors.
- (b) A notice of ~~Board~~ a Directors' meeting:
 - (1) will specify the time ~~and~~ , place and means of attendance of the meeting;
 - (2) will state the nature of the business to be transacted at the meeting;
 - (3) will be given at least 48 hours before the meeting where possible; and
 - (4) may be given in person or by post, telephone, fax or other electronic means agreed by the Directors.
- (c) The non-receipt of notice of a meeting of the ~~Board~~ Directors by, or a failure to give notice of a meeting of the ~~Board~~ Directors to, a Director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
 - (1) the non-receipt or failure occurred by accident or error;
 - (2) before or after the meeting, the Director:
 - (A) waived or waives notice of that meeting under ~~Clause 16.1 (a); clause 15.1(a);~~ or
 - (B) has notified or notifies the Company of his or her agreement to that act, matter, thing or resolution personally or by post, telephone, fax or other electronic means; or
 - (3) the Director attended the meeting.
- (d) Attendance by a Director at a meeting of the ~~Board~~ Directors waives any objection which that Director may have had arising from a failure to give notice to him or her of the meeting.

15.2 ~~16.2~~Chairperson

The Chairperson, or in their absence, the Deputy Chairperson must take the chair at all meetings of the ~~Board~~ Directors and if at any meeting no one of such officers be present within ~~thirty~~ 30 minutes after the time appointed for holding the same the Directors present must choose ~~one of their number to be Chairperson~~ another Director to be chairperson of the meeting.

15.3 ~~16.3~~Questions decided by majority

Questions arising at any meeting duly convened at which a quorum is present, will be decided by a majority of the votes of the Directors present. ~~The Chair~~ In the case of equal votes in favour and against a resolution, the Chairperson has a casting vote.

15.4 ~~16.4~~Special meeting

Upon the written requisition of any four Directors, the Chairperson, or Deputy Chairperson, or in their absence, the Company Secretary must convene a special meeting of the Board-Directors to be held within ~~fourteen~~ 14 days after the receipt of the requisition. The written requisition must set forth the objects for which the meeting is required.

15.5 ~~16.5~~Authorities, responsibilities and discretions

A meeting of the Board-Directors for the time being at which a quorum is present will be competent to exercise all or any of the authorities, responsibilities and discretions by or under ~~the rules of the Company~~ this Constitution for the time being vested in or exercisable by the Board-Directors generally.

15.6 ~~16.6~~Delegation

The Board-Directors may delegate any of ~~its~~ their responsibilities to committees consisting of such Directors as they think fit and may from time to time revoke such delegation. Any committee so formed must in the exercise of the responsibilities so delegated conform to any rules that may from time to time be imposed upon it by the Board-Directors. The meetings and proceedings of any such committee consisting of two or more Directors will be governed by this Constitution regarding regulation of the meetings and proceedings of the Board-Directors so far as those are applicable and are not superseded by any rule made by the Board-Directors under this clause.

~~16.7~~ — ~~Acts stand despite defect in appointment~~

~~All acts done by any meeting of the Board or by a committee of the Board or by any person acting as a Director will, notwithstanding if it is afterwards discovered that there was some defect in the appointment of such Board or persons acting or that any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.~~

15.7 ~~16.8~~Resolution in writing

- (a) A resolution in writing signed by all the Directors will be as valid and effectual as if it had been passed at a meeting of the Board-Directors duly called and constituted.
- (b) Two or more separate documents in identical terms, each of which is assented to by one or more Directors, are taken as constituting one document.

15.8 ~~16.9~~Minutes

The Board-Directors will cause ~~Minutes~~ minutes to be duly entered in books provided for the purpose of all resolutions and proceedings of the Company and of meetings of the Board-Directors and of committees and of all appointments of officers made by the Directors and such Minutes minutes must be signed by the ~~Chairperson~~ chairperson of the meeting at the next ensuing meeting and upon same being signed will be receivable as prima facie evidence of the matters stated in such minutes.

16 Chairperson and Deputy Chairperson

- (a) The Existing President will be the Chairperson for the remainder of their designated term.

- (b) When the office of Chairperson (also known as the President of the Company) or Deputy Chairperson is vacant, the Directors must vote to elect a Chairperson and/or a Deputy Chairperson from among the Elected Directors. Except in the case of the Existing President, the Chairperson and Deputy Chairperson can each only be elected to their respective roles for:
- (1) a term of up to two years; and
- (2) a maximum of three consecutive terms (i.e. six consecutive years).
- (c) The Chairperson and Deputy Chairperson must remain an Elected Director for the duration of their role and can remain a Director at the cessation of their role, subject to the provisions in this Constitution relating to tenure of Directors.
- (d) In addition to the responsibilities set out in this Constitution, the Chairperson and Deputy Chairperson will have the responsibilities agreed by the Directors. The Deputy Chairperson may exercise any function of the Chairperson at the request of the Chairperson or if the Chairperson is prevented by illness, absence or otherwise from exercising the function, or if there is a casual vacancy in the office of Chairperson.

17 Company Secretary

17.1 Statutory Responsibilities

The Company Secretary ~~shall~~will:

- (a) ensure that the Company complies with its statutory obligations under any relevant laws and regulation;
- (b) ensure that the Company maintains the required statutory records including ~~membership registers~~the register of Members, the requisite retention of documents and records and completion and lodgement of statutory forms/returns and reporting under relevant legislation and requirements;
- (c) ensure adherence with the Company's Constitution;
- (d) record~~_,~~ and advise ASIC of (where necessary, ~~declarations/~~, any changes to the details of the Company or the Directors and any declarations or conflicts of interest of Directors ~~and have custody of the Common Seal and record usage~~; and
- (e) assist the Chairperson and Directors in the conduct of meetings and their directorial and governance obligations and responsibilities.

17.2 Minutes

- (a) The Company Secretary must cause minutes of all meetings ~~specified in Clause 14~~ to be promptly circulated to all or, where appropriate, relevant Directors for their information.
- (b) In complying with ~~Clause clause~~ 17.2(a) the Company Secretary may, with the consent of the Directors, delegate the role of drafting minutes of meetings to another person.

18 Chief Executive Officer delegation of authority

~~18.1~~ Delegation of authority

The Directors may, at their discretion, delegate to the Chief Executive Officer such of their authority as they are not expressly prohibited from delegating for such time and subject to such conditions, and restrictions as they may think expedient, and either collaterally with or to the exclusion of the authority of the Directors in that behalf, and may at any time revoke or vary any of such delegated powers.

~~18.2~~ Chief Executive Officer not subject to retirement by rotation

~~The Chief Executive Officer will not be subject to retirement from the Board of Directors by rotation, nor will he or she be taken into account in determining the number of Directors to retire.~~

19 Panels and Tribunals

19.1 Appointment

- (a) The Board-Directors may from time to time appoint panels and tribunals to carry out such duties and functions and to exercise such responsibilities as the Board-determinesDirectors determine.
- (b) Such panels and tribunals may consist of Members and/or Directors of the Company and others who may be co-opted for the purpose to give advice.
- (c) The Board-Directors may disband a panel or tribunal as it sees fit.

19.2 Delegation of responsibilities

The Board-Directors may at their discretion delegate to any panel or tribunal such of their responsibilities as they are not expressly prohibited from delegating for such time and subject to such conditions, and restrictions as they may think expedient, and either collaterally with or to the exclusion of the responsibilities of the Directors in that behalf, and may at any time fit. They may revoke or vary any of such delegated powers at any time.

19.3 Quorum for meetings

The quorum for panel and tribunal meetings will be determined by the panel~~/~~tribunal, but will be no less than the majority of the total number of panel~~/~~tribunal members.

~~20~~ Seal

~~20.1~~ Common seal

- ~~(a) The Board may procure a common Seal for the Company and if adopted, must provide for the safe custody of any Seal which must not be used except by the authority of the Board or and in the presence of one Director and the Company Secretary who must sign every instrument to which the Seal is affixed and every such instrument must be countersigned by one other Director or some other person appointed by the Board.~~
- ~~(b) Nothing in this Clause 20 in any way limits the ability of the Company to execute documents in accordance with the Act.~~

19.4 ~~20.2~~ Authentication of deeds and documents

- (a) All deeds executed on behalf of the Company may so far as they are within the powers and authorities of the Board-Directors be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the ~~Board thinks~~ Directors think fit.
- (b) All bills of exchange, promissory notes or other negotiable instruments will be accepted, made, drawn or endorsed for and on behalf of the Company and all cheques or orders for payment must be signed on behalf of the Company by such persons as may be appointed by the BoardDirectors.
- (c) Cheques or other negotiable instruments paid to the Company's bankers for collection and requiring the endorsement of the Company may be endorsed on its behalf in such manner as the Board-Directors may from time to time direct. All moneys belonging to the ~~company~~ Company will be paid to such bankers or others as the Board-Directors will from time to time in writing or by resolution of the Board-Directors appoint and all receipts for money paid to the Company will be signed by such officers as the Board-Directors may appoint for that purpose and such receipt will be an effectual discharge for the money therein stated to be received.
- (d) All guarantees given at any time by the Company must be executed ~~under the Seal of by two Directors or one Director and~~ the Company ~~or as otherwise permitted by the Act~~ Secretary.

~~20.3~~ — Document with common Seal binding on the Company

~~Any instrument issued for valuable consideration and executed in accordance with the Act will be binding on the Company notwithstanding any irregularity touching the authority of the Board to issue it.~~

20 ~~21~~ Accounts

20.1 ~~21.1~~ Accounts to be kept

The Board-Directors must cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of the assets, credits and liabilities of the Company, and of all sales and purchases of goods and services by the Company.

20.2 ~~21.2~~ Accounts

The accounts will be kept at the Office or at such other place or places as the ~~Board thinks fit.~~ Directors think fit.

20.3 Financial reports

~~21.3~~ — Balance sheet and income and expenditure account

~~A balance sheet and an income and expenditure account~~ The financial reports required by the Act must be made out once at least in every calendar year at intervals of not more than fifteen months or since the preceding account and tabled at an Annual General Meeting, made up to a date not earlier than the date of the meeting at which they are tabled by more than six months. The ~~balance-sheet financial reports~~ must be accompanied by a report to the Members upon the general state of the Company's affairs and such other reports as may be required by the Act.

20.4 ~~21.4~~ **Service of ~~accounts~~ financial reports**

A copy of the ~~accounts, balance sheet and report~~ financial reports must, ~~twenty-one~~ 21 clear days ~~previously prior~~ to the meeting at which they are tabled, be served on every ~~Director Member~~ entitled to receive notices of ~~General Council~~ Meetings in the manner in which notices are directed to be served.

20.5 ~~21.5~~ **Accounts and books open to inspection**

The accounts of the Company must be open to the inspection of the ~~members of the Board~~ Directors and Members upon request to the extent required by the Act.

20.6 ~~21.6~~ **Audit of accounts**

- (a) Once at least in every year the accounts of the Company must be examined and the correctness of the balance-sheet ascertained by a registered company Auditor.
- (b) The Company is only obliged to comply with the minimum requirements (if any) imposed on the Company by the Act in relation to the preparation of financial reports and the reporting of the financial affairs of the Company.

20.7 ~~21.7~~ **Auditor**

~~(a)~~ Auditors ~~shall will~~ be appointed by ~~Council Voting Members~~ at the Annual General Meeting each year and their duties regulated in accordance with the provision of the Act.

20.8 ~~21.8~~ **Maintenance of records**

The Company must retain its records for the period required by law.

21 ~~22~~ **Notices**

21.1 ~~22.1~~ **Service of Notice**

A Notice will be served by the Company upon any Member by:

- (a) delivering it to the Member personally;
- (b) sending it to the Member's ~~fax or~~ electronic address, if the Member has nominated one to the Company for receipt of Notices; or
- (c) posting by pre-paid post to the Member's registered place of address.

21.2 ~~22.2~~ **Address outside Australia**

Each such person whose registered place of address is not in the Commonwealth of Australia may from time to time notify in writing to the Company an address in the Commonwealth of Australia which will be deemed to be his or her registered place of address within the meaning of ~~Clause~~ clause 21.1.

21.3 ~~22.3~~ **Deemed day of service**

Any Notice will be deemed to have been served:

(a) if personally delivered, at the time of delivery;

~~(b) if faxed, when the Company receives a confirmation report that all pages of the fax have been transmitted to the Member's fax number, but if transmission or receipt is after 5.00pm, it is taken as received on the next Business Day;~~

(b) ~~(c)~~ if sent by electronic means, on the next Business Day; and

(c) ~~(d)~~ if posted, on the first Business Day following that on which the letter is sent and in providing such service it will be sufficient to prove that the letter was properly addressed and put into the post office. A certificate in writing signed by the [Company](#) Secretary or other officer of the Company that the letter, containing the Notice was so addressed and posted will be conclusive evidence.

21.4 ~~22.4~~ Omission of Notice

The accidental omission to give Notice of a meeting to, or the non-receipt of Notice of a ~~meeting~~ [Members' Meeting](#) by, any Member will not invalidate the proceedings at any time.

21.5 ~~22.5~~ Signature

The signature to any Notice to be given by the Company may be written or printed.

21.6 ~~22.6~~ Day of service

Where a given number of days' Notice or Notice extending over any other period is required to be given the day of service will unless it is otherwise provided be counted in such number of days or other period.

22 ~~23~~ Indemnity

22.1 ~~23.1~~ Indemnity

(a) This ~~Clause 23~~ [clause 22](#) applies to any person who is, or has been, a Director, [Company](#) Secretary or other officer of the Company [\(as defined by the Act\)](#).

(b) The Company must indemnify to the fullest extent permitted by law the persons referred to in ~~Clause~~ [clause](#) 23.1(a) (Indemnified Persons) against, and it will be the duty of the Directors out of the funds of the Company to pay all costs, losses and expenses including travelling expenses which any Indemnified Person may incur or become liable to by reason of any contract entered into or act or thing done by him or her in their capacity as an officer of the Company [\(as defined by the Act\)](#) or in any way in the discharge of his or her duties and all such persons will also be indemnified out of the funds of the Company against all liability incurred by him or her in defending any proceedings whether civil or criminal in which judgment is given in his or her favour or in which he or she is acquitted.

(c) The indemnity granted is a continuing obligation and is enforceable by an Indemnified Person even though that person has ceased to be connected with, or hold a position in, the Company, but only operates to the extent that the cost, loss or liability is not covered by insurance.

(d) The Company may, to the extent permitted by law:

- (1) purchase and maintain insurance; or
- (2) pay or agree to pay a premium for insurance,

for any Indemnified Person against any liability insured by the Indemnified Person as an officer of the Company including a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

- (e) Nothing in this ~~Clause 23~~[clause 22](#):
 - (1) affects any other right or remedy that an Indemnified Person may have in respect of any cost, loss or liability referred to in this ~~Clause 23~~[clause 22](#); or
 - (2) limits the capacity of the Company to indemnify or provide insurance for any Indemnified Person.

23 ~~24~~Confidentiality

23.1 ~~24.1~~Maintain confidentiality

All Directors and Members must maintain the confidentiality of Company Information and must not disclose any Company Information to any person except:

- (a) with the prior written consent of the ~~Board~~[Directors](#);
- (b) to the ~~Board~~[Directors](#), the Company's employees and the professional advisors of the Company;
- (c) if applicable, as required by law, after first consulting the ~~Board~~[Directors](#) about the form and content of the disclosure; and
- (d) to Netball Australia but only to the extent those disclosures are required by policies agreed between the Company and Netball Australia from time to time.

24 ~~25~~Application of the Act

24.1 ~~25.1~~Special meanings in the Act apply

An expression used in a particular part or division of the Act that is given by that part or division a special meaning for the purposes of that part or division has, in any of part this Constitution that deals with a matter dealt with by that part or division, the same meaning as in that part or division, unless the contrary intention appears in this Constitution.

24.2 ~~25.2~~Replaceable clauses displaced

- (a) The provisions of this Constitution displace each provision of a section of the Act that applies (or would apply but for this ~~Clause 25.2~~[clause 24.2](#)) to the Company.
- (b) The replaceable clauses do not apply to the Company except those which operate as mandatory rules for companies of the same type as the Company under the Act.