

# The NSW Netball Association Limited

## General Meeting of the Council

### Notice of Meeting

**Date:** Saturday 20 March 2021

**Time:** at the conclusion of the Annual General Meeting of the Council

**Venue:** Hybrid: Tennis NSW Function Room, Rod Laver Drive, Sydney Olympic Park & via Zoom video conferencing

In accordance with clauses 13.13 and 13.14 of the Netball NSW Constitution (V1.10.2020), Netball NSW will be holding this Council Meeting as a hybrid meeting. Due to COVID-19 capacity restrictions and adherence to COVID-19 guidelines, the meeting will be held at a physical location (Tennis NSW Function Centre, Rod Laver Drive, Sydney Olympic Park) with the Board, a small number of selected Netball NSW officeholders, up to 2 Delegates of Affiliate Members and Life Members in attendance (and via ZOOM video conferencing for those Affiliate Member 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 18 March 2021. 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 THE MARCH 2021 COUNCIL MEETING

Notice is hereby given that a hybrid Council Meeting of The New South Wales Netball Association Limited will be held on **Saturday 20 March 2021** at Tennis NSW Function Room, Rod Laver Drive, Sydney Olympic Park and via Zoom video conference

Commencing at the conclusion of the Annual General Meeting

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**Michael Anderson**  
Company Secretary

**NOTES:**

- 1 As per clause 13.3 of the Netball NSW Constitution, delegates of Affiliate Members and other Voting Members may appoint a proxy to attend and vote at the Members' Meeting on their behalf.
- 2 The proxy must be a member of the Company
- 3 The document appointing a proxy must:
  - a. Be in writing
  - b. Include the name and address of the proxy
  - c. Be signed on behalf of the Delegate of the Affiliate Member, or other Voting Member appointing the proxy
  - d. Be received by the Company Secretary, Michael Anderson either at Netball Central, 2 Olympic Boulevard, Sydney Olympic Park, NSW, 2127 or by email [mikeanderson@netballnsw.com](mailto:mikeanderson@netballnsw.com) by **9:00am on Thursday 18 March 2021.**
- 4 No substitution of proxies may occur during the course of the Members' Meeting.

**1. Apologies**

**2. Minutes of the previous Council Meeting**

**2.1 Confirmation of the Minutes of the previous Council Meeting held on Saturday 07 November 2020**

A copy of the Minutes from the Council Meeting held 07 November 2020 is attached, pages 5 to 16.

There were no amendments received.

**2.2 Business Arising from Minutes of the previous Council Meeting held on Saturday 07 November 2020**

Nil.

# The NSW Netball Association Limited

## General Meeting of the Council

### Minutes of Meeting

**Date:** Saturday 07 November 2020

**Time:** at the conclusion of the Extraordinary General Meeting

**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 held its second Council meeting of 2020 as a hybrid meeting. That is, the meeting was 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.

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

**MINUTES OF THE NOVEMBER 2020 GENERAL MEETING OF THE COUNCIL**

Hybrid General Meeting of the Council of The New South Wales Netball Association Limited held on **Saturday 07 November 2020** at Tennis NSW Function Room, Rod Laver Drive, Sydney Olympic Park and via Zoom video conference

**Commencing at the conclusion of the Extraordinary General Meeting**

**The meeting commenced @ 10:25am**

The President declared the meeting open at 10.25am, made the Acknowledgement to Country and welcomed delegates.

Quorum is 29 and 5 Directors; 41 Associations and 9 Directors are in attendance, therefore Quorum is met.

The President noted the meeting is being recorded.

The President briefly discussed meeting protocols. Move/seconding via Chat, please use full name and Association. The Chat function is to also be used for any questions throughout the meeting.

Netball NSW Board and staff present in the room are:

- Louise Sullivan, President
- Ruth Havrlant, Director
- Vincent De Luca OAM, Director
- Carol Murphy, Director
- Claire Tynan, Director
- Carolyn Campbell, Chief Executive Officer
- Michael Anderson: Returning Officer & Executive General Manager Finance & Strategy
- Darren Simpson, Executive General Manager Community & Pathways
- Also, Netball NSW staff who are assisting.

The President also acknowledged all other Netball NSW Directors who are participating via Zoom.

**1. Attendance**

**1.1 Delegates**

	Association	Name
1.	Armidale District Netball Association	Justine Kavanagh
2.	Armidale District Netball Association	Judi Hansen
3.	Ballina Netball Association	Julie Davis
4.	Bankstown City Netball Association	Nicole Oram
5.	Baulkham Hills Shire Netball Association	Monica O'Callaghan
6.	Baulkham Hills Shire Netball Association	Kylie Tzavaras

	Association	Name
7.	Blacktown City Netball Association	Kathy Booth
8.	Blacktown City Netball Association	Robert Fitzgerald
9.	Blue Mountains Netball Association	Tracey Arnold
10.	Blue Mountains Netball Association	Denise Thrift
11.	Brunswick Byron Netball Association	Narelle Anderton
12.	Callaghan Netball Association	Bronwyn Vosilla
13.	Camden District Netball Association	Lyndall Schuhmeier
14.	Camden District Netball Association	Jenny Bazley
15.	Campbelltown Netball Association	Nancy Marshall
16.	Charlestown Netball Association	Dianne Pascoe
17.	Charlestown Netball Association	Gail Mayers
18.	Eastwood Ryde Netball Association	Judy Watt
19.	Eastwood Ryde Netball Association	Karen Waud
20.	Fairfield District Netball Association	Beverley Dew
21.	Gosford District Netball Association	Joy Dasan
22.	Grafton District Netball Association	Brooke Burton
23.	Grafton District Netball Association	Kylie Rainbow
24.	Hastings Valley Netball Association	Cathy Glover
25.	Hawkesbury District Netball Association	Tracy Chalk
26.	Hills District Netball Association	Jennie Thompson
27.	Hills District Netball Association	Doug MacColl
28.	Hume Netball Association	Emily Bush
29.	Illawarra District Netball Association	Dianne Elvy
30.	Illawarra District Netball Association	Lyn Holmes
31.	Inner Western Suburbs Netball Association	Anne Tait
32.	Inner Western Suburbs Netball Association	Leanne Blackmore
33.	Kiama Netball Association	Michelle Gregory
34.	Ku-Ring-Gai District Netball Association	Jo-Anne Perry
35.	Ku-Ring-Gai District Netball Association	Kathy Staggs
36.	Lismore & District Netball Association	Shirley Donovan
37.	Lismore & District Netball Association	Fiona Fennamore
38.	Liverpool City Netball Association	Rebecca Wakefield
39.	Liverpool City Netball Association	Jennie Webster OAM
40.	Lower Clarence Netball Association	Shelly White
41.	Lower Clarence Netball Association	Tania Kane
42.	Macleay Netball Association	Karen Lambley



	Association	Name
43.	Maitland District Netball Association	Leearna Bennett
44.	Maitland District Netball Association	Kim Stakey
45.	Manly Warringah Netball Association	Colette Longley
46.	Manly Warringah Netball Association	Cathy Hurditch
47.	Manning Valley Netball Association	Janine Kennewell
48.	Mount Druitt Netball Association	Margaret Weir
49.	Newcastle Netball Association Inc	Ellen Monaghan OAM
50.	Newcastle Netball Association Inc	Cheryl Hernando
51.	Northern Suburbs Netball Asso	Ineke Walker
52.	Orange District Netball Association	Jane Dennis
53.	Parramatta Auburn Netball Association	Kim Higgins
54.	Penrith District Netball Association	Joy Gillett OAM
55.	Penrith District Netball Association	Patricia Mann
56.	Randwick Netball Association	Marie Kelly
57.	Randwick Netball Association	Fran Reynolds
58.	Shoalhaven Netball Association	Wilma Klein
59.	Shoalhaven Netball Association	Kathy Rembisz
60.	St George District Netball Association	Lara Mina
61.	St George District Netball Association	Helen Andrews
62.	Sutherland Shire Netball Association	Karen Salter
63.	Sutherland Shire Netball Association	Prue Haberecht
64.	Tamworth Netball Association	Rebecca McKenzie
65.	Tamworth Netball Association	Lisa Fox
66.	Westlakes District Netball Association	Pamella Burt
67.	Westlakes District Netball Association Inc.	Madeline Allen
68.	Woolgoolga District Netball Association	Sandra Thorpe
69.	Woolgoolga District Netball Association	Michael Thorpe
70.	Woy Woy Peninsula Netball Association	Lisa Coakley
71.	Wyong District Netball Association	Chris Miles
72.	Netball NSW Life Member	Wendy Archer AM
73.	Netball NSW Life Member	Maureen Boyle OAM
74.	Netball NSW Life Member	Anne Doring OAM
75.	Netball NSW Life Member	Julie Fitzgerald AM
76.	Netball NSW Life Member	John Hahn
77.	Netball NSW Life Member	Lynn Quinn OAM
78.	Netball NSW Life Member	Adele Saunders OAM



	Association	Name
79.	Netball NSW Life Member	Rodney Watson OAM

## 1.2 Observers

	Association	Name
80.	Charlestown Netball Association	Peta Forder
81.	Hills District Netball Association	Lyn Burgess OAM
82.	Newcastle Netball Association Inc	Lucia Wilcox
83.	Sutherland Shire Netball Association	Jennifer Rees
84.	Audit and Risk Committee Member	Michelle Chant

## 1.3 Netball NSW Board

	Association	Name
85.	President	Louise Sullivan
86.	Director	Myles Baron-Hay
87.	Director	Vincent De Luca OAM
88.	Director	Ruth Havrlant
89.	Director	Catherine Matthews
90.	Director	Matt Miller
91.	Director	Carol Murphy
92.	Director	Katherine Simmonds
93.	Director	Claire Tynan

## 1.4 Netball NSW Staff

	Association	Name
94.	Chief Executive Officer	Carolyn Campbell
95.	Community Engagement Manager	Melissa Achten
96.	Executive General Manager Finance & Strategy	Michael Anderson
97.	Participation Manager	Melanie Chapman
98.	Competitions Manager	Claire Dale
99.	Executive Support Officer	Karen de Ridder
100.	Executive General Manager Community & Pathways	Darren Simpson
101.	General Manager Communities	Lauren Woods

## 1.5 Apologies

	Association	Name
1.	City of Sydney Netball Association	Jayne Occhiuto

	Association	Name
2.	City of Sydney Netball Association	Suzanne Simpson
3.	Dungog Netball Association	Samantha Rumbel
4.	Gosford Netball Association	Belinda Beresford
5.	Hastings Valley Netball Association	Rosemary Miller
6.	Hawkesbury District Netball Association	Vivienne Bertenshaw
7.	Life Member	Anne Sargeant OAM
8.	Macleay Netball Association	Petra Hayman
9.	Manning Valley Netball Association	Kelly Northam
10.	Men's Netball NSW	Clare McCabe
11.	Parramatta Auburn Netball Association	Lyn Welfare
12.	Singleton Netball Association	Emily Richardson
13.	Ulladulla & Districts Netball Association	Robin Butler
14.	Woy Woy Peninsula Netball Association	Nichole Barnes

**MOVED:** Woy Woy; **Seconded:** Eastwood Ryde: that the apologies for the Council meeting be noted.

**CARRIED**

### President's Address

The President noted that we took time to reflect during the September Council meeting only a few weeks ago on the 2020 year we have endured together, and as a sport. She further reflected that nothing compares to sport for its ability to unite and inspire us to change society for the better, and again referenced the many important events that had been lost to this crisis.

It is hard to imagine a more challenging year than 2020. The President acknowledged the hard work of all involved: the Board, Netball NSW staff, our CEO Carolyn Campbell but particularly our Association Executives and volunteers that had borne an enormous workload and continue to go above and beyond to keep our game flourishing.

Putting our community first was at the heart of everything we did throughout the year. The President noted that despite all we have been through she believed 2020 has only enhanced netball's reputation, professionalism and agility as a major code in this state.

The President then took some time to note some of the many achievements during the year, including:

- Our fantastic Conference in Goulburn in February;
- Ongoing accreditation gained for our valued coaches and umpires, despite needing to alter how they trained. Specifically, the President referred to in coaching we had 644 Foundation, 185 Development, 51 Intermediate, 11 Advanced and 3 Elite accreditations. For our Officials, for 2020 thus far we have had 328 new National C, 37 National B's, 6 National A's, 2 State Bench and 4 National Bench accreditations;
- Total registration numbers of almost 100,000 (against our record in 2019 of 115,000) which is a remarkable achievement in this COVID-19 affected year;

- Origin Energy Premier League, DOOLEYS Metro League and Court Craft Summer Series competitions are just some of the fine competitions that thrived again in 2020. The President acknowledged the recent Champions in North Shore United after a thrilling Open's Grand Final over the ERNA Hawks, and under 23 Grand Final winners the UTS Randwick Sparks over South Coast Blaze, who also had such a strong season in their inaugural year;
- Live streaming of Premier League from BarTV was a highlight with all games being livestreamed in 2020 and a total viewership of over 146,000 people. Across the full season we averaged nearly 4,700 people watching Opens every week across the 5 courts, and 5,055 watching U23's.
- Swifts and Giants players named in the Diamonds squad, with the President also noting the substantial sacrifices made by all our Club players, coaches and other support staff and their families to enable the SSN season to proceed in a Hub format in Queensland.

We enter 2021 with hope, despite the many uncertainties.

The President then referred and introduced the major Agenda Items for today's meeting, including the 'Road to Recovery Initiatives' to be presented by Darren Simpson to carry forward the feedback provided by Council at the Workshop following our last meeting.

The President also spoke to the ongoing 'State of the Game Review' underway by Netball Australia, which is due to deliver its report in coming weeks. The President noted that she and the Board keenly awaited the Panel's findings and will further consider those in due course in terms of our own strategic priorities and focus areas for 2021. We expect further consultation with Netball NSW Council in respect of the report will occur at our March meeting.

The President then acknowledged Carolyn Campbell, who is stepping down from the CEO role at the end of November, after 15 years as CEO of Netball NSW. The President detailed Carolyn's contribution and key achievements since her first role with Netball NSW in 2003, and since taking the helm in 2006, noting that she leaves netball in an incredibly strong position from our grassroots through to elite. In particular the President acknowledged how hard Carolyn and the whole Netball NSW team had worked to help netball navigate through the challenges of the COVID-19 pandemic this year.

On behalf of the Board and wider NSW netball family, she thanked Carolyn for her tireless efforts.

On behalf of Ku-Ring-Gai, Jo-Anne Perry sent a message of thanks to Carolyn which the President read on her behalf.

## **2. Minutes of the previous Council Meeting**

### **2.1 Confirmation of the Minutes of the previous Council Meeting held on Sunday 20 September 2020**

A copy of the Minutes from the Council Meeting held 20 September 2020 was distributed prior to the meeting.

There were no amendments received.

**MOVED:** Gosford; **Seconded:** Anne Doring OAM Life Member: that the minutes of the Council meeting held on Sunday 20 September 2020 be adopted as tabled.

**CARRIED**

**ACTION:** Publish the minutes of Council meeting 20 September 2020

### **2.2 Business Arising from Minutes of the previous Council Meeting held on Sunday 20 September 2020**

Nil.

### 3. Correspondence

#### 3.1 Correspondence received

There are no items of correspondence to be tabled for this meeting.

#### 3.2 Business Arising from Correspondence

Nil.

### 4. Applications for Membership

Nil.

### 5. Notices of Motion

There are no notices of motion to put forward to Council.

### 6. Reports

#### 6.1 Board of Directors Report

##### 6.1.1 March 2021 Meeting

The first Council Meeting of 2021 is proposed to be held on Saturday 20 March 2021, at Netball Central, 2 Olympic Boulevard, Sydney Olympic Park. However, due to the changing COVID-19 restrictions further changes to venue or meeting structure may be considered.

**Noted as tabled.**

##### 6.1.2 Board Appointments 2020

The Board made the following Committee appointments since the September 2020 Council meeting:

Committee	Chair	Members
Audit & Risk Committee	Andrew McMaster, as independent Chair	Katie Simmonds Carol Murphy Michelle Champ (independent member) <b>Matt Miller (September 2020)</b>

**Noted as tabled.**

##### 6.1.3 Policies Updated

The following policies have been updated since the September 2020 Council meeting.

- Netball NSW Performance & Pathways Policy, updated 15 September 2020;

- Netball NSW GIANTS Netball Academy & QBE Swifts Academy Selection Policy for 2021 Program, updated 15 September 2020;
- Netball NSW Affiliation & Membership Policy, updated 15 September 2020;

By referencing policies through the Netball NSW website you will always access the most recent version.  
<https://nsw.netball.com.au/policies>.

**Noted as tabled.**

#### 6.1.4 2021 State Titles Venues

Dates and venues for the Netball NSW 2021 season Senior State Titles, Junior State Titles, Masters State Titles & Social Masters were announced at the September 2020 Council meeting, and are available on the Netball NSW website.

**Noted as tabled.**

#### 6.1.5 Vales

Nil.

**MOVED:** Liverpool; **Seconded:** Manly: that the Board of Directors report be confirmed as tabled.

**CARRIED**

**ACTION:** No action required

## 6.2 Finance Report

### 6.2.1 Finance Report (for the Period Ending 30 September 2020)

The finance report for the period ending 30 September 2020 was distributed prior to the meeting. Michael Anderson, Executive General Manager Finance & Strategy presented the financial report. Funding from the Federal and State Governments is a significant factor in the 2020 financial result.

**Noted as tabled.**

### 6.2.2 Draft 2021 Budget

An update of the draft 2021 budget was presented at the meeting.

The draft budget is at advanced stage and will be presented to the Board in December 2020.

The forecast shows Netball NSW will be eligible to claim JobKeeper until the end of the program in March 2021.

**Noted as tabled.**

### 6.2.3 Proposed 2021 Netball NSW Affiliation Fees

There is no increase proposed for 2021 affiliation fees. Following approval of the revised Constitution at the Extraordinary Council meeting, 2 new member categories will be made available, and fees are:

2021 Netball NSW Affiliation Fees	2020 fee (excl GST)	Increase amount	2021 fee (excl GST)	2021 fee (incl GST)
Community Members	N/A	\$0.00	\$454.55	\$500.00
Interested Members	N/A	\$0.00	\$681.82	\$750.00

**Noted as tabled.**

#### 6.2.4 Proposed 2021 Netball NSW Full Season Membership Fees

There is no increase proposed for 2021 for all membership categories.

**Noted as tabled.**

#### 6.2.5 Proposed 2021 Netball NSW Summer Membership Fees

There is no increase proposed for 2021 Summer membership fees.

**Noted as tabled.**

#### 6.2.6 Proposed Competition Fees 2021

There is no increase proposed for 2021 Competition fees.

**Noted as tabled.**

Michael Anderson thanked Carolyn Campbell for her guidance and mentorship over the years, she will be sorely missed.

Doug MacColl (Hills District): Congratulated Michael Anderson on a great result. What is the allowance in the budget for revenue of the new member categories?

There is no revenue allowance in the budget for the new membership categories that are included in the Constitution changes that were approved earlier this morning in the Extraordinary General Meeting.

**MOVED:** Baulkham Hills; **Seconded:** Blacktown: that the finance report be adopted as tabled.

**CARRIED**

**ACTION:** No action required

**MOVED:** Shoalhaven; **Seconded:** Manly: that the fee schedule including the new member category fees be adopted as tabled.

**CARRIED**

**ACTION:** No action required

### 6.3 CEO's Operational Report

**Noted as tabled.**

Carolyn Campbell thanked the President and Michael Anderson for their kind words. She also acknowledged the messages that are coming in from Zoom participants via Chat.

This is Carolyn's final Council meeting.

An announcement on the 2027 Netball World Cup is anticipated in the new year.



Carolyn thanked everyone for the memories, she will cherish the friendships that have grown over many years.

Congratulations to all Premier League participants.

The President acknowledged Claire Dale & Darren Simpson for the work in delivering the Premier League competition this year.

**MOVED:** Shoalhaven; **Seconded:** Anne Doring OAM Life Member: that the CEO's report be confirmed as tabled.

**CARRIED**

**ACTION:** No action required

#### 6.4 Appeals Tribunal Report – 2020 Competitions

Nil

**MOVED:** Armidale; **Seconded:** Fairfield: that the Appeals Tribunal report be confirmed as tabled.

**CARRIED**

**ACTION:** No action required

### 7. General Business

#### 7.1 Presentation: The Road to Recovery Initiatives

Darren Simpson, Executive General Manager Community & Pathways, presented the Road to Recovery initiatives.

Darren provided Council with a summary of the common themes that were presented in the Association Feedback Survey and in the Think Tank Workshops that were held at the 2020 September Council Meeting.

Detail was provided on the following initiatives which are to take place in 2021:

- Advertising Campaign
- School and Holiday Programs
- Association Development and Education

This presentation was distributed to all Council Members at the conclusion of the meeting.

Darren also provided an update on structural changes in Netball NSW staff in regional areas. In 2021, there will be six Regional Managers overseeing all aspects of Netball NSW operations and Association Liaison in regional areas. There will also be dedicated metropolitan Association liaison points to replicate regional engagement. This will see a high level and seamless interaction between Netball NSW community, competition and performance and pathways staff throughout the state.

Darren provided a further update on PlayHQ, the replacement system for MyNetball from 2022. 2021 will see netball specific functionality developed and a full training and change management program implemented.

Sutherland: When will Associations receive feedback from the sessions that have been held?



All feedback has been taken on board. Building of the functionality will commence in January 2020, and there will be further information on how issues will be addressed.

## **7.2 Netball NSW Revised Strategic Plan and Priorities 2020-2022**

Louise Sullivan, Netball NSW President, presented the revised Strategic Plan and Priorities 2020-2022.

The President recapped the significant consultation in 2019 to determine our new Strategic Plan and Priorities for 2020 to 2022 which had been somewhat 'interrupted' by COVID-19 during this year. With that intensity of season 2020 now clearing the Board and Management of Netball NSW are focusing on how our landscape may have changed and how Netball NSW, and our wider netball community, may need to respond strategically.

Our Vision, Purpose, Values and Behaviours that were presented at the November 2019 Council meeting remain unchanged.

The Strategic Pillars structure also remains unchanged although the priorities that sit under each strategic pillar have been reviewed and updated as a result of the review of COVID-19 impacts during 2020, and will be finalised by the Board at our December meeting, together with the 2021 Budget. Goals and KPI's for each priority will then be determined by the Management team in consultation with the Board to enable Management to develop and populate operational business plans for the coming year.

As noted earlier in the meeting, the 'State of the Game' report outcomes will also be taken into consideration in finalisation of the revised Strategic Plan and Priorities by Netball NSW, and what priority may be given to various initiatives during 2021 and beyond.

## **7.3 Other Comments/Questions**

Baulkham Hills: Thanked the staff and all involved in getting us onto the court in 2020. Planning for 2021: is there still communication with Government about 2021?

Office of Sport has set up a Recovery Working Group which meets regularly. Planning and dialogue continues, however there is no clear direction for 2021.

We are in regular contact and working collaboratively with other sports. The 500 cap is still in place and there is no indication from Government that this restriction will be lifted. The Netball exemption is still in place, there are no other community sports that have an exemption.

Manly: Manly has numerous plans in place for 2021 to ensure they are prepared for whatever restrictions are in place at the time. Requested regular update letters (monthly) from Netball NSW on current status of restrictions.

Carol Murphy: Thanked everyone for the consultation and result of the Constitution changes. Call for nominations for Directors will occur shortly, for election of new directors at the March 2021 Council meeting. She encouraged members who may be interested to nominate.

Vincent De Luca OAM: Also encouraged members to submit Director nominations. He acknowledged Sarah Horn (Tamworth) and Lucia Wilcox (Newcastle) for being awarded Regional Volunteer of the Year award recipients.

**The meeting concluded at 11:58am.**

### 3. Correspondence

#### 3.1 Correspondence received

There are no items of correspondence to be tabled for this meeting.

#### 3.2 Business Arising from Correspondence

Nil.

### 4. Applications for Membership

Nil.

### 5. Notices of Motion

#### 5.1 Proposed Netball NSW Constitution Changes

##### 5.1.1 Clause 11. Life Members

**Moved** by the Board of Directors and seconded by the Board of Directors that Clause 11 of the Netball NSW Constitution be adopted as below and as per the attached documents (Attachment 1 clean copy & Attachment 2 track changes).

11. 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, ~~being either Individual Members, Life Members or Directors~~, with such nominations being received by the Company Secretary by ~~30 September 31 October~~ each year.

**Rationale:**

Individual Members was replaced with Members (plus additional clarification) which allows nominations for Life Memberships to come from members of Affiliate Members, Directors and Life Members. The date was amended to make it consistent with other award nominations outlined in the Netball NSW Volunteer Recognition and Awards Policy.

##### 5.1.2 Clause 14. Directors – Clause 14.3

**Moved** by the Board of Directors and seconded by the Board of Directors that Clause 14.3 of the Netball NSW Constitution be adopted as below and as per the attached documents (Attachment 1 clean copy & Attachment 2 track changes).

#### 14.3 Qualifications of Directors

Subject to the provisions of clause 14.12 each Director:

a) ~~Must be a member of an Affiliate Member~~

~~a)b)~~ Must be at least 18 years of age

~~b)c)~~ Must not be a direct employee of the Company; and

~~c)d)~~ 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.

**Rationale:**

Due to the number of changes that were made to this Constitution in November 2020, this was inadvertently missed (as outlined in the recent Election Notice). This amendment restores the original intent of the November Constitution change.

**5.1.3 Clause 14. Directors – Clause 14.4**

**Moved** by the Board of Directors and seconded by the Board of Directors that Clause 14.4 of the Netball NSW Constitution be adopted as below and as per the attached documents (Attachment 1 clean copy & Attachment 2 track changes).

**14.4 Term of Elected 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 clause ~~b)e)~~ for a three year term.

~~e)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 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)c)~~ An Elected Director will be required to resign at the end of the nine year period referred to in clause ~~b)e)~~, notwithstanding that this may occur during a term referred to in clause 14.4 ~~b)e)~~. The casual vacancy arising from such resignation will be filled in accordance with clause 14.6.

~~e)d)~~ Despite clause ~~b)e)~~, an Elected 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.

**Rationale:**

The first clause is no longer required and aligns with the removal of 'Existing Director' within the Definitions section.

As the maximum term of an Appointed Director has now changed to 6 years, this section has been updated to reflect the maximum term of Elected Directors only.

**5.1.4 Clause 14. Directors – Clause 14.15**

**Moved** by the Board of Directors and seconded by the Board of Directors that Clause 14.15 of the Netball NSW Constitution be adopted as below and as per the attached documents (Attachment 1 clean copy & Attachment 2 track changes).

**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 A~~ 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.

~~e)d) No Appointed Director can hold office for a period longer than six years.~~

**Rationale:**

As discussed at the Extraordinary General Meeting held on 7 November 2020, the Board agreed to change the Constitution so that Appointed Directors could not hold office for longer than a six year period.

**5.1.5 Clause 16. Chairperson and Deputy Chairperson**

**Moved** by the Board of Directors and seconded by the Board of Directors that Clause 16 of the Netball NSW Constitution be adopted as below and as per the attached documents (Attachment 1 clean copy & Attachment 2 track changes).

**16 Chairperson and Deputy Chairperson**

~~a) The existing President will be the Chairperson for the remainder of their designated term.~~

~~b)a)~~ 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, t~~The Chairperson and Deputy Chairperson can each only be elected to their respective roles for:

a. A term of up to two years; and

b. A maximum of three consecutive terms (ie. six consecutive years).

~~e)b)~~ 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)c)~~ 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.

**Rationale:**

The changes in this clause align with the removal of the term 'Existing President' within the Definitions section.

**5.1.6 Spelling, Grammar, Definitions, Formatting and Clause Numbering**

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

### **Rationale**

Correct spelling, grammar, definitions, formatting and clause numbering.

Definitions For “Existing Director” and “Existing President” have been removed from the Constitution. These definitions are not required in the Constitution, due to the removal of them in the motions above and are not required after the completion of the Annual General Meeting to be held on 20 March 2021 as the new structure outlined in the Constitution will be enacted.

For your reference, see the attached:

- Attachment 1: Copy of the proposed Constitution (clean copy with track changes accepted). (pages 21 to 51)
- Attachment 2: Copy of the current Constitution including proposed amendments in track changes, (pages 52 to 82)

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



# Constitution

The New South Wales Netball Association Ltd  
ACN 001 685 007

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
V1.10.2020	7 November 2020	7 November 2020



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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.

**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 b);
  - 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 a) 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)1. 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 Members who are at least 18 years of age, being either Individual Members, Life Members or Directors, with such nominations being received by the Company Secretary by 30 September 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.
- f) No substitution of Delegates of Interested Members or Community Members may occur during the course of a Members' Meeting

## **12.3 Proxies**

- 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 a) 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 clause 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), the Company's board will consist of:

- a) Seven Elected Directors, elected in accordance with clause 14.5; and
- b) 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 a member of an Affiliate Member
- b) Must be at least 18 years of age;
- c) Must not be a direct employee of the Company; and
- d) 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 Elected Directors**

- a) Elected Directors are elected, subject to clause b) for a three-year term.
- 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 purposes of this clause, any period prior to 25 March 2012 during which a Director has held office will not be taken into consideration.
- c) An Elected Director will be required to resign at the end of the nine year period referred to in clause b), notwithstanding that this may occur during a term referred to in clause 14.4 b). The casual vacancy arising from such resignation will be filled in accordance with clause 14.6.
- d) Despite clause b), an Elected 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 a) is taken to be present in person at the meeting.
- d) If a failure in communications prevents clause a) from being satisfied by that number of Directors which constitutes a quorum, then the meeting must be suspended until clause 14.9 a) is satisfied again. If clause a) 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 b).
- 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 b) 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) 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.
- d) No Appointed Director can hold office for a period longer than six years.

### **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:
    - i. Waived or waives notice of that meeting under clause 15.1 a); or
    - ii. 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) 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. The Chairperson and Deputy Chairperson can each only be elected to their respective roles for:
  - a. A term of up to two years; and
  - b. A maximum of three consecutive terms (i.e. six consecutive years).
- b) 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.
- c) 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.**



# Constitution

The New South Wales Netball Association Ltd  
ACN 001 685 007

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
V1.10.2020	7 November 2020	7 November 2020

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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 b);
  - 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 a) 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)1. 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, being either Individual Members, Life Members or Directors, with such nominations being received by the Company Secretary by 30 September ~~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.
- f) No substitution of Delegates of Interested Members or Community Members may occur during the course of a Members' Meeting

## **12.3 Proxies**

- 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 a) 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 clause 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), the Company's board will consist of:

- a) Seven Elected Directors, elected in accordance with clause 14.5; and
- b) 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 a member of an Affiliate Member

~~a)b)~~ Must be at least 18 years of age;

~~b)c)~~ Must not be a direct employee of the Company; and

~~c)d)~~ 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 Elected 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 clause ~~b)b)~~ 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 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)c)~~ An Elected Director will be required to resign at the end of the nine year period referred to in clause ~~b)a)~~, notwithstanding that this may occur during a term referred to in clause 14.4 ~~b)a)~~. The casual vacancy arising from such resignation will be filled in accordance with clause 14.6.

~~e)d)~~ Despite clause ~~b)a)~~, an Elected 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 a) is taken to be present in person at the meeting.
- d) If a failure in communications prevents clause a) from being satisfied by that number of Directors which constitutes a quorum, then the meeting must be suspended until clause 14.9 a) is satisfied again. If clause a) 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 b).
- 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 b) 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 A~~ 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.
- ~~e)d) No Appointed Director can hold office for a period longer than six years.~~

## 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:
    - i. Waived or waives notice of that meeting under clause 15.1 a); or
    - ii. 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)~~ a) 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:

- a. A term of up to two years; and
- b. A maximum of three consecutive terms (i.e. six consecutive years).

~~c)~~ b) 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)~~ c) 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.

## 6. Reports

### 6.1 Board of Directors Report

#### 6.1.1 November 2021 Meeting

Please be advised that the second Council Meeting of 2021 is proposed to be held on **Saturday 06 November 2021**, at Netball Central, 2 Olympic Boulevard, Sydney Olympic Park, followed by the State Dinner to be held at Waterview, Bicentennial Park. However, due to the changing COVID-19 restrictions further changes to venue or meeting structure may be considered.

#### 6.1.2 Board Appointments 2020

There were no appointments made by the Board since the November 2020 Council Meeting.

#### 6.1.3 Policies Updated

The following policies have been updated since the November 2020 Council Meeting. Any amendments to policies are notified by memo and emailed to Association Secretaries and full mailing list.

- Netball NSW Election & Voting Policy, updated December 2020;
- Netball NSW Affiliation & Membership Policy, updated December 2020;
- Netball NSW Roles & Responsibilities of Appointed Panels & Tribunals Policy, updated February 2021;

By referencing policies through the Netball NSW website, you will always access the most recent version.  
<https://nsw.netball.com.au/policies>.

#### 6.1.4 Vales

**Margaret Nolan** passed away November 2020, she had a long Association with Newcastle NA, Woolgoolga and Coffs Harbour and Westlakes. She was a National A umpire and coach of many rep teams and received an Anne Clark Service Award in 2010.

**Jeanie Ashley** passed away January 2021, she was a life member of Manly Warringah NA and held various roles on the Executive of Manly Warringah NA.

**Denise Bannon OAM** passed away January 2021, founding member of Panania RSL Youth Club Netball Club (circa 1969), served extensively on PRSLYCNC Executive, became a Life Member, umpired for Bankstown City Netball Assn as a State Badge Umpire.

**Edna Nicholson** passed away January 2021, former Canteen Manager and Competition Convenor of Bankstown City Netball Association.

#### 6.1.5 Australia Day Honours Recipients

Congratulations to the following members of the netball community, who were included in the 2021 Australia Day Honours list:

- **Lisa Alexander:** Awarded AM for significant service to netball at the elite level.
- **Margaret Burke:** Awarded OAM for service to netball.
- **Denise Bannon:** Awarded OAM for service to the community, particularly youth and indigenous people.

## **6.2 Finance Report**

### **6.2.1 Finance Report (for the Period Ending 31 January 2021)**

The finance report for the period ending 31 January 2021 is attached, pages 85 to 86.

A further financial update will be provided to Council members closer to the Council Meeting.

The Financial Report for January 2021 for Netball NSW shows a net asset position of \$29.7m (including fixed assets with a book value of \$27.2m which is predominantly Netball Central).

The Netball NSW full year forecast for 2021 as at 31 January 2021 is for a profit of \$26,014 (before interest & other income, depreciation and amortisation "EBITDA"). This is consistent with budget. Notwithstanding an encouraging first month of financial year 2021 with registrations and memberships tracking well, it is too early in the year to project an outcome varying to budget.

The January YTD EBITDA (before extraordinary items) is \$1.4m, which is slightly ahead of budget (\$1.3m) due to timing variances on recording of revenues and expenses. The full year EBITDA (after extraordinary expenses) forecast is a loss of \$0.2m (2020: loss of \$0.8m).

Extraordinary items in 2021 is forecast at +\$0.2m which comprises 3 months of JobKeeper assistance (which ends in March 2021 and is at a lower rate to 2020) partly offset by one off Association Initiatives which includes the "Come and Play Netball" campaign. This compares to extraordinary items of +\$2.4m in 2020. This was mostly the JobKeeper allowance which commenced in March 2020.

On the balance sheet, at 31 January 2021 the cash balance has reduced to \$3.0m compared to the year-end balance (31 December 2020) of \$3.5m. This is not unexpected for this business which typically experiences net cash outflows in the early months of a new financial year where a high proportion of costs are fixed through the year compared to revenue which is typically higher during the Season and lower at the start and end of the year.

The forecast cash balance at the end of the financial year (31 December 2021) is \$3.5m. which is consistent with the position at 31 December 2020.

For further information please refer to the Consolidated Trading Statement and Balance Sheet.

Registrations count as at 31 January 2021 is 34,747 which is up on 32,088 as at the same time in 2020. Projected registrations for the full year are on budget at this stage at 107,795. This translates to a total Capitation Revenue of \$7.1m (2020: \$6.4m) (including NetSetGo and Affiliated programs).

The finance report for the period ending 31 January 2021 follows.

**Steven Newman**

Acting Chief Financial Officer

The NSW Netball Association Limited Consolidated Trading Statement (Profit & Loss) By Department For the period ending 31/1/2021		YTD Act Jan 2021 \$	YTD Bud Jan 2021 \$	Var YTD Act vs YTD Bud \$	2021 FY Fcast as at Jan 2021 \$	FY Bud 2021 \$	FY Act 2020 \$
1. Community and Pathways							
Gross Capitation & Affiliation Revenue (incl NetSetGo)		573,793	573,908	(115)	7,126,423	7,126,423	6,434,966
School & Community Revenue		755	-	755	280,673	280,673	180,168
Grants Revenue		27	-	27	60,000	60,000	120,735
Competitions Revenue		207,460	207,460	-	885,560	885,560	256,166
Pathways Revenue		-	-	-	118,855	118,855	49,387
Umpiring and Coaching Revenue		14,876	17,486	(2,610)	121,326	121,326	103,212
Other Revenue		50,000	50,000	0	111,000	111,000	72,402
Community and Pathways Revenue		846,910	848,854	(1,944)	8,703,837	8,703,837	7,217,035
Netball Australia Contribution Expense		-	-	-	(706,343)	(706,342.93)	-
NetSetGO Expenses		-	-	-	(458,841)	(458,841.00)	(455,782)
Community Personal Accident Insurance Expense		(36,277)	(51,979)	15,702	(504,651)	(504,651)	(590,418)
School & Community Grants Expenses		(1,391)	(3,850)	2,459	(330,600)	(330,600)	(202,332)
Association Development Expenses		-	-	-	(209,787)	(209,787)	(115,099)
Regional Expenses		(16,318)	(26,663)	10,345	(521,237)	(521,237)	(455,653)
Competitions Expenses		-	-	-	(930,843)	(930,843)	(286,909)
Pathways Expenses		0	(80)	80	(389,762)	(389,762)	(203,401)
Umpiring and Coaching Expenses		-	-	-	(126,406)	(126,406)	(50,616)
Salaries & Wages		(89,321)	(104,651)	15,330	(2,082,360)	(2,082,360)	(1,546,783)
Community and Pathways Expenses		(143,307)	(187,224)	43,917	(6,260,829)	(6,260,829)	(3,906,993)
Community and Pathways Profit / (Loss)		703,603	661,630	41,973	2,443,008	2,443,008	3,310,042
2. NSW Swifts - SSN Operations							
Sponsorship & Merchandise Revenue		112,180	115,513	(3,333)	1,464,156	1,464,156	1,013,815
Membership & Ticketing Revenue		281,460	266,020	15,440	660,176	660,176	132,281
SSN League Grants Revenue		105,625	105,625	-	422,500	422,500	422,500
Sponsorship VIK/Contra Revenue		9,042	9,042	-	108,500	108,500	124,818
Functions & Events Revenue		-	10,800	(10,800)	40,520	40,520	9,058
Swifts Academy Revenue (partial sponsorship)		9,167	9,167	-	170,000	170,000	174,722
Other Revenue		-	-	-	-	0	40,096
NSW Swifts - SSN Operations Revenue		517,473	516,166	1,307	2,865,852	2,865,852	1,917,290
Player Expenses		(53,997)	(53,876)	(120)	(778,170)	(778,170)	(766,770)
Management, Coaches and Support Staff Related Expenses		(83,940)	(89,530)	5,590	(1,646,625)	(1,646,625)	(1,333,749)
Game Day, Membership & Marketing Expenses		-	-	-	(551,025)	(551,025)	(231,422)
Team Expenses		(7,370)	(11,554)	4,183	(354,691)	(354,691)	(403,850)
SSN League Entry Fee		-	-	-	(80,000)	(80,000)	(60,000)
Sponsorship Expenses		-	(4,791)	4,791	(143,140)	(143,140)	(80,737)
SSN Functions & Events Expenses		(309)	(3,800)	3,491	(114,148)	(114,148)	(29,200)
Swifts Academy Expenses		(4,180)	(4,617)	437	(197,504)	(197,504)	(107,547)
NSW Swifts - SSN Operations Expenses		(149,796)	(168,167)	18,371	(3,865,304)	(3,865,304)	(3,013,276)
NSW Swifts - SSN Operations Profit / (Loss)		367,677	347,999	19,678	(999,452)	(999,452)	(1,095,986)
3. GIANTS Netball - SSN Operations							
Sponsorship & Merchandise Revenue		130,454	133,787	(3,333)	1,376,442	1,376,442	873,714
Membership & Ticketing Revenue		123,705	127,344	(3,639)	652,909	652,909	139,751
SSN League Grants Revenue		105,625	105,625	-	422,500	422,500	422,500
Sponsorship VIK/Contra Revenue		15,042	15,042	-	180,500	180,500	173,952
Functions & Events Revenue		-	-	-	43,800	43,800	-
Giants Academy Revenue (partial sponsorship)		9,167	9,167	-	170,000	170,000	74,209
Other Revenue		-	-	-	-	0	4,118
Sub-total GIANTS Netball - SSN Operations Revenue		383,992	390,964	(6,973)	2,846,151	2,846,151	1,688,244
Player Expenses		(53,469)	(58,000)	4,531	(776,170)	(776,170)	(724,634)
Management, Coaches and Support Staff Related Expenses		(84,665)	(93,792)	9,127	(1,521,119)	(1,521,119)	(1,171,069)
Game Day, Membership & Marketing Expenses		(142)	(2,296)	2,154	(577,839)	(577,839)	(183,595)
Team Expenses		(6,129)	(7,588)	1,459	(402,872)	(402,872)	(391,981)
SSN League Entry Fee		-	-	-	(80,000)	(80,000)	(60,000)
Sponsorship Expenses		-	(208)	208	(126,115)	(126,115)	(69,986)
SSN Functions & Events Expenses		-	-	-	(86,000)	(86,000)	(28,585)
Giants Academy Expenses		(1,833)	(3,333)	1,500	(176,108)	(176,108)	(106,129)
Sub-total GIANTS Netball -SSN Operations Expenses		(146,239)	(165,218)	18,979	(3,746,224)	(3,746,224)	(2,735,978)
GIANTS Netball - SSN Operations Profit / (Loss)		237,753	225,746	12,007	(900,073)	(900,073)	(1,047,734)
4. NNSW Business Operations (non-SSN) & Netball Central							
Commercial & Sponsorship Revenues (incl. VIK)		66,514	69,930	(3,416)	839,169	839,169	401,994
NNSW Foundation Donations		-	-	-	100,000	100,000	-
Netball Central Revenue		72,812	54,990	17,822	1,066,851	1,066,851	584,170
Other Revenue		-	-	-	-	0	16,455
NNSW Business Operations (non-SSN) & Netball Central Revenue		139,326	124,920	14,406	2,006,020	2,006,020	1,002,619
Commercial, Sponsorship and Staffing Expenses		5,725	1,125	(4,599)	(296,869)	(296,869)	(240,875)
Marketing, Events & Media Expenses		(1,281)	(6,250)	(4,969)	(128,800)	(128,800)	(66,076)
Netball Central Expenses		(65,166)	(69,229)	(4,063)	(1,110,428)	(1,110,428)	(991,948)
Administration Expenses		27,746	8,824	(18,923)	(1,213,691)	(1,213,691)	(1,699,766)
NNSW Business Operations & Netball Central Expenses		(32,976)	(65,530)	32,554	(2,749,788)	(2,749,788)	(2,998,666)
NNSW Business Operations & Netball Central Profit / (Loss)		106,350	59,390	46,960	(743,768)	(743,768)	(1,996,047)
Consolidated Netball NSW EBITDA							
Revenues		1,887,701	1,880,905	6,796	16,421,859	16,421,859	11,825,189
Expenses		(472,319)	(586,140)	113,821	(16,622,145)	(16,622,145)	(12,654,913)
Profit / (Loss) * EBITDA before Extraordinary Items		1,415,382	1,294,765	120,617	(200,285)	(200,285)	(829,724)
Extraordinary Items							
Jobkeeper Subsidy		-	-	-	471,300	471,300	2,312,550
State Government Recovery Funding		-	-	-	-	0	275,096
ATO Cashflow Boost		-	-	-	-	0	100,000
Associations Initiatives		(18,441)	-	18,441	(245,000)	(245,000)	(277,995)
Total Extraordinary Items		(18,441)	-	(18,441)	226,300	226,300	2,409,651
Profit / (Loss) * EBITDA after Extraordinary Items		1,396,941	1,294,765	102,176	26,015	26,015	1,579,927
Net Interest & Other Revenue		(518)	(1,456)	938	(43,769)	(43,769)	(36,968)
Depreciation Expenses		(160,562)	(162,079)	1,517	(1,984,476)	(1,984,476)	(1,952,749)
Grand Total Profit / (Loss)		1,235,861	1,131,230	104,631	(2,002,231)	(2,002,231)	(409,790)



**THE NEW SOUTH WALES NETBALL ASSOCIATION LIMITED**  
**BALANCE SHEET**  
**As at 31 Jan 2021**

\$	Act 31 Jan 2021	Act 31 Dec 2020	Var Jan 2021 v Dec 2020	Fcast 31 Dec 2021
<b><u>Current Assets</u></b>				
Cash Assets	3,027,999	3,486,014	(458,016)	3,486,878
Accounts Receivable	1,761,091	773,243	987,848	732,230
Inventories	13,966	13,966	0	13,966
Other Current Assets	82,844	428,666	(345,822)	160,354
<b>Total Current Assets</b>	<b>4,885,899</b>	<b>4,701,889</b>	<b>184,011</b>	<b>4,393,428</b>
<b><u>Non-Current Assets</u></b>				
Fixed assets (at WDV)	27,242,013	27,390,775	(148,762)	25,644,636
Right of Use Asset	717,832	717,832	-	678,304
Netball Central Sinking Fund	148,267	148,267	-	148,267
<b>Total Non-Current Assets</b>	<b>28,108,112</b>	<b>28,256,874</b>	<b>(148,762)</b>	<b>26,471,207</b>
<b>Total Assets</b>	<b>32,994,011</b>	<b>32,958,762</b>	<b>35,248</b>	<b>30,864,635</b>
<b><u>LIABILITIES</u></b>				
<b><u>Current Liabilities</u></b>				
Accounts Payable (including GST payments plan)	722,358	876,217	153,859	886,811
Other Creditors	640,382	753,585	113,202	514,219
Income in advance	311,480	1,117,040	805,560	1,290,180
State Government Funding	0	8,271	8,271	8,271
Bank Loans (cars, gym & café fitout)	124,356	160,344	35,988	97,214
Lease Liability	40,857	62,534	21,677	59,879
GST payable/(receivable)	100,774	0	(100,773)	11,136
PAYG/FBT/Payroll Tax Payable	1,062	0	(1,062)	0
Superannuation contributions payable	44,358	190,141	145,783	207,380
Provision for employee entitlements	203,697	318,782	115,085	405,434
<b>Total Current Liabilities</b>	<b>2,189,325</b>	<b>3,486,915</b>	<b>1,297,590</b>	<b>3,480,525</b>
<b><u>Non-Current Liabilities</u></b>				
Loans and Borrowings	236,776	204,120	(32,656)	123,754
Lease Liability	689,761	670,929	(18,832)	642,441
Provision for employee entitlements	131,381	85,892	(45,489)	109,239
Security Deposit Bond	24,208	24,208	-	24,208
<b>Total Non-Current Liabilities</b>	<b>1,082,126</b>	<b>985,148</b>	<b>(96,977)</b>	<b>899,642</b>
<b>Total Liabilities</b>	<b>3,271,451</b>	<b>4,472,063</b>	<b>1,200,612</b>	<b>4,380,167</b>
<b>NET ASSETS</b>	<b>29,722,560</b>	<b>28,486,699</b>	<b>1,235,861</b>	<b>26,484,468</b>
<b><u>EQUITY</u></b>				
Retained earnings	28,486,699	28,896,488	(409,789)	28,486,699
Current year profit/(loss)	1,235,861	(409,789)	1,645,650	(2,002,231)
<b>TOTAL EQUITY</b>	<b>29,722,560</b>	<b>28,486,699</b>	<b>1,235,861</b>	<b>26,484,468</b>

### **6.3 Acting CEO's Operational Report**

#### **Netball Australia/Suncorp Super Netball Items**

- 2021 SSN Fixture is due to be released in early March 2021.
- Preparations are well underway to have our first use of the upgraded Ken Rosewall Arena, with pre-season practice games for the NSW Swifts and GIANTS Netball scheduled for March and April prior to the season starting on 1 May.
- On 3 February 2021, Netball Australia and the Super Netball Commission announced a new five-year broadcast agreement with the Foxtel Group commencing in 2022. The new agreement is expected to significantly improve the financial sustainability of the league and the eight SSN clubs.
- With the broadcast agreement now in place, Netball NSW as club owner of the NSW Swifts and GIANTS Netball, along with all other club owners, will now negotiate fresh SSN Team Participation Agreements (including Team Grants) for team licenses for a new 5 year term with the current agreements expiring in December 2021.
- Pleasingly, Julie Fitzgerald & Bec Bulley have been appointed as Head Coach and Defensive Specialist Coach respectively to the Australia A program.
- It was announced late last year that the Australian Netball Championships (ANC), a new-look pathway competition will replace the Australian Netball League (ANL) in 2021. The 2021 ANC is set to take place a week after the Suncorp Super Netball Grand Final in early September, with dates and location yet to be confirmed, with the Marie Little Shield competition set to take place at the same time.

#### **GIANTS Netball**

- Five GIANTS Players will be participating in the Diamonds tour (Jamie-Lee Price & Kiera Austin), Australia A (Amy Parmenter) and Australian U21's (Sophie Dwyer and Matilda McDonell) camps during February/March.
- Team training is well underway, with the full contingent fit and available prior to the Diamonds leaving for New Zealand.
- The team is looking forward to travelling to Orange for their first public pre-season match against the Thunderbirds on Saturday March 6 with tickets selling out in less than an hour.

#### **NSW Swifts**

- 4 Diamonds: Paige Hadley, Sophie Garbin, Sarah Klau & Maddy Proud, have travelled to New Zealand in preparation for the Constellation Cup tour 2-7 March.
- 2 Australian Development Squad players – Lauren Moore, Maddy Turner, proposed camp in March.
- Paige Hadley has featured in the "Come and Play Netball" Marketing Campaign for Netball NSW
- The team is in training for some pre-season competitions ahead of the SSN season commencing in May.

#### **Competitions & Community**

- Key dates for all Competitions in 2021 are published and available for public view on the Netball NSW website
- Competition dates for Premier League have been circulated to all teams. Premier League commences on Wednesday 7 April.
- Metro League received entries beyond the capacity of the competition, meaning a grading playoff will take place shortly. Metro League commences on Monday 12 April.
- Regional League competitions in Riverina, South Coast, Hunter and West Central West are commencing in late February and early March. Entries for Regional League competitions in Northern Inland, North Coast and Far North Coast open on 1 April.
- Netball NSW Schools Cup will be starting in March, and at this stage there are 200 teams registered for School's Cup and 18 teams registered for Fast5
- The Netball NSW Forums are underway, with Dubbo, Wagga Wagga and Port Macquarie held in February, Armidale scheduled for 6 March and Sydney Olympic Park 21 March.
- Currently there are a number of state Government funded infrastructure grant programs on offer, or soon to open.

#### Commercial & Marketing

- Sponsorship renewals finalised with Body Science International, Sydney Swans, People & Culture Strategies, Mizuno and Red Energy extension.
- New business confirmed with Bondi Vite, Sharp IT and ACPE.
- The "Come and Play Netball" campaign launched on 18 January and concludes 28 February, the campaign aims to build awareness of the sport and drive registrations in 2021. There has been great feedback around to the campaign with many people reporting hearing Kiera Austin and Paige Hadley on the radio, as well as seeing signage at shopping centres, bus stops and also social media.
- Although the paid media component of the campaign will finish at the end of February, Clubs and Associations can continue to use all of the images, social media tiles, email signatures and posters throughout their whole 2021 recruitment / registration period.

#### Staffing Matters

<b>Appointments</b>	Steven Newman	Acting Chief Financial Officer	14 December 2020
	Kylie Hyde	Graphic Designer	20 January 2021
	Vicki Locke	NSW Swifts Physiotherapist	11 January 2021
	Daniel Johnson	NSW Swifts Head of Physical Performance	11 January 2021
	Andrea Berrell	Coach Development Coordinator	11 January 2021
	Luke Kolenko	Community Programs Administrator	18 January 2021
	Amanda McLachlan	Regional Manager	18 January 2021
	Kaytlin Langdon	Regional Manager	27 January 2021
	Kaila Lawrence	Competitions Coordinator	01 February 2021

	Jessica Charbel	GIANTS Netball Community & Fan Engagement Manager	02 February 2021
	Kerryn Bruce	GIANTS Netball Performance Analyst	15 February 2021
	Rebecca Bulley	NSW Swifts Assistant Coach	11 February 2021
	Mele Tiauli	Performance & Pathways Coordinator	01 March 2021
	Matthew Allen	Policy & Member Protection Officer	08 March 2021
<b>Internal Appointments</b>	Jessica Mensforth	Marketing Manager (previously Marketing Coordinator)	December 2020
<b>Departures</b>	Carolyn Campbell	Chief Executive Officer	November 2020
	Talor Hamilton	Competitions Coordinator	December 2020
	Steve Naylor	NSW Swifts Physiotherapist	December 2020
	Lukas Cannan	NSW Swifts Strength & Conditioning Coach	December 2020
	Rebecca Donaldson	GIANTS Netball Membership & Ticketing Manager	December 2020
	Zoe Vicic	GIANTS Netball Performance Analyst	January 2021
	Susan Keighery	Lead Graphic Designer	January 2021
	Anita Keelan	NSW Swifts Assistant Coach	February 2021
	Eliza Marshall	Performance & Pathways Coordinator	February 2021
	Simone Freeman	GIANTS Netball Strength & Conditioning Coach	February 2021

## Michael Anderson

Acting Chief Executive Officer

## 7. General Business

### 7.1 Presentation: Netball NSW Community Update

For presentation at the meeting, this will include an update on COVID-19, Come and Play Netball Campaign, Play HQ update; Regional Structure and Data Analytics.

### 7.2 Presentation: Indigenous Initiatives and Activities

For presentation at the meeting.

### 7.3 Presentation: Netball NSW Strategy Update

For presentation at the meeting.

### 7.4 Presentation: Netball Australia Update

For presentation at the meeting.