

The New South Wales Netball Association Limited

Notice of Council Meeting

Date: Saturday 19 March 2022
Time: at the conclusion of the Annual General Meeting of the Council
Venue: Hybrid: Via Zoom video conference & Tennis NSW Function Centre, Rod Laver Drive, Sydney Olympic Park

In accordance with clauses 13.13 and 13.14 of the Netball NSW Constitution (V1.11.2021), Netball NSW will be holding the Council Meeting as a hybrid meeting. Due to the continually evolving situation with COVID-19 restrictions, the meeting will be held at a physical location (Tennis NSW Function Centre, Rod Laver Drive, Sydney Olympic Park) with the Board, and a small number of selected Netball NSW officeholders, up to 2 Delegates of Affiliate Members and Life Members in attendance in person, and via ZOOM Video Conference for all other eligible participants.

Instructions on how to join the ZOOM Video Conference including login details will be provided directly to all Council members on Thursday 17 March 2022. 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 19 MARCH 2022 COUNCIL MEETING

Notice is hereby given that a hybrid Council Meeting of The New South Wales Netball Association Limited will be held on **Saturday 19 March 2022** 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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Stuart Corbishley
Company Secretary

NOTES:

- 1 As per clause 12.3 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, Stuart Corbishley either at Netball Central, 2 Olympic Boulevard, Sydney Olympic Park, NSW, 2127 or by email netballnsw@netballnsw.com by **9:00am on Thursday 17 March 2022**.
- 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 6 November 2021

A copy of the Minutes from the Council Meeting held 6 November 2021 is attached, pages 16 - 28.

There were no amendments received.

2.2 Business Arising from Minutes of the previous Council Meeting held on Saturday 6 November 2021

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

There are no applications for Membership to be tabled for this meeting.

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).

11c) The Directors will review all nominations received to ensure they meet the criteria as defined in this Constitution and any Company policy relating to the awarding of life membership as may be in place from time to time and, if appropriate, put forward such nomination for voting.

Rationale:

This clause has been updated to reflect the fact that more detailed eligibility criteria applying to the award of Life Membership is included in other Netball NSW policies, including the Volunteer Recognition Awards Policy and the Responsibilities of Appointed Panels and Tribunals Policy.

5.1.2 Clause 14.4 Term of Elected Directors

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) Elected Directors are elected, subject to clause 14.4 b) for a term of office commencing at the conclusion of the Annual General Meeting at which they are elected and expiring at the conclusion of the third Annual General Meeting held after the Annual General Meeting at which they were last elected. 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 or an Appointed Director. For the avoidance of doubt, the commencement date of an Appointed Director or a Director filling a casual vacancy position will be the date of appointment by the Board. 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 who served part of their nine consecutive years in a casual vacancy or Appointed Director position will be required to resign at the end of the nine-year period referred to in clause 14.4 b) notwithstanding that this may occur during a term referred to in clause 14.4 a). The casual vacancy arising from such resignation will be filled in accordance with clause 14.6.
- d) Despite clause 14.4 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.

Rationale

As discussed at the Council Meeting held on 20 March 2021, the Board agreed to provide further clarification in the Constitution on the terms of Elected Directors, specifically on the expiration of that term as well as how a casual vacancy is contemplated. This update now provides further clarity.

5.1.3 Clause 14.6 Casual Vacancy of Director

Moved by the Board of Directors and seconded by the Board of Directors that Clause 14.6 of the Netball NSW Constitution be adopted as below and as per the attached documents (Attachment 1 clean copy & Attachment 2 track changes).

14.6 Casual Vacancy of Director

Any casual vacancy occurring in the office of Elected 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 (where the vacancy created had one or two years remaining in the original Director's term) or for a new term of office (where the vacancy created would have ended at the next Annual General Meeting).

Rationale

Due to the proposed changes that have been made in clause 14.4, this clause has been updated to provide clarity on the process that will be taken to fill any Casual vacancies.

5.1.4 Clause 14.15 Appointment of Appointed Director

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) 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.
- e) In the event that an Appointed Director wishes to seek a position as an Elected Director, without a break of at least twelve months since the conclusion of their term as an Appointed Director, the term served as an Appointed Director will be considered to be consecutive years of service for the purpose of clause 14.4.
- f) In the event that the Directors wish to appoint a person as an Appointed Director who has previously served as an Elected Director, a period of at least 12 months must have passed between the end of the term as an Elected Director and the appointment as an Appointed Director.

Rationale

This clause has been updated to provide further clarity on two scenarios:

- If an Appointed Director becomes an Elected Director without a break of twelve months, this is to be considered as consecutive years of service for the purposes of clause 14.4 of the Netball NSW Constitution (which imposes a limit on Directors holding office for more than nine consecutive years)
- If the Directors wish to appoint an Appointed Director who has previously served as an Elected Director, a period of 12 months must have passed after the end of their term of office as an Elected Director.

5.1.5 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.

For your reference, see the attached:

- Attachment 1: Proposed Constitution (clean copy) - pages 29 – 58.
- Attachment 2: Current Constitution (marked up copy including proposed amendments) – pages 59 – 88.

6. Reports

6.1 Board of Directors Report

6.1.1 November 2022 Meeting

Please be advised that the second Council Meeting of 2022 is proposed to be held on **Saturday 5 November 2022**, at Netball Central, 2 Olympic Boulevard, Sydney Olympic Park (or other venue as appropriate).

6.1.2 Board Appointments 2021

There were no appointments made by the Board since the November 2021 Council meeting.

6.1.3 Policies Updated

The following policies have been updated since the November 2021 Council meeting. Any amendments to policies are notified by memo and emailed to Association Secretaries and the full mailing list.

- Netball NSW Pregnancy Policy, updated 9 December 2021
- Netball NSW Infectious Diseases Policy, updated 9 December 2021
- Netball NSW Photography Policy, updated 9 December 2021
- Netball NSW Affiliation and Membership Policy, updated 9 December 2021
- Netball NSW Roles and Responsibilities of Appointed Panels and Tribunals Policy, updated 9 December 2021
- Member Protection Policy, updated 16 February 2022
- Netball NSW Child Safeguarding Policy, updated 16 February 2022
- Netball NSW Member Protection Policy Part B – Complaints Handling Procedures, updated 16 February 2022
- Netball NSW Code of Behaviour Policy, updated 16 February 2022
- Netball NSW Grievance and Dispute Resolution Policy, updated 16 February 2022

There have been no policies revoked since the November 2021 Council Meeting. Any policies that have been revoked are notified by memo and emailed to Association Secretaries and the full mailing list.

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

Shirley Way passed away in February 2022. Shirley was a Sutherland Shire Netball Association Life Member and a valued member of the SSNA Executive for many years with her commitment and contribution to the community recognised with an NSW Volunteer of the Year Award.

6.1.5 Australia Day Honours Recipients

Congratulations to the following members of the netball community, who were included in the 2022 Australia Day Honours list:

- **Catherine-Anne Cox:** Awarded AM for significant service to netball as a player and coach.
- **Kimberlee Green:** Awarded OAM for service to netball.
- **Carol Murphy:** Awarded OAM for service to netball.
- **Karen Waud:** Awarded OAM for service to sport as an administrator and player.
- **Shirley Connolly:** Awarded honorary OAM for ongoing services to the sport of netball, particularly in Macarthur.

6.2 Finance Report

6.2.1 Financial Report: (for the period ending 31 January 2022)

The finance report for the period ending 31 January 2022 is attached, pages 89 – 90.

The Financial Report for January 2022 for Netball NSW (“NNSW”) shows a net asset position of \$28.7m (including fixed assets with a book value of \$25.5m which is predominantly Netball Central).

The Netball NSW full year forecast for 2022 as at 31st January 2022 is for a loss of \$299k (before interest & other income, depreciation and amortisation “EBITDA”) which is consistent with the Board approved budget for 2022 set at a \$290k deficit.

The January YTD EBITDA (before extraordinary items) is \$2.7m, which is consistent with budget. This compares very favourably to the full year forecast EBITDA deficit of \$0.3m. It is normal for NNSW to report a high EBITDA at the commencement of the financial year which results from very strong early income flows on Season 2022 registrations. This is offset later in the year as costs are more evenly spread across the year.

As at 31st January 2022, player registrations, which commenced on the new Play HQ platform from 4th January 2022 totalled 27,824 (\$1.72m) (31 Jan 21: 33,437 (\$2.21m)). As at the most recent reporting dated 22nd February 2022 player registrations are at 62,745 (\$3.87m), (this compares to 70,824 (\$4.76m at 28th February 2021). We expect the player registrations to be relatively close to last year’s 70,824 by 28th February 2022.

We therefore, at this stage, project player registrations for the full year to come in close to the budget set at 110,000 (total target registrations including non-player being 115,000). This compares favourably to the total registrations of 104,045 which was in part negatively impacted by the Covid lockdown (mainly cross the Summer program cancellations).

In respect of Suncorp Super Netball, pleasingly, a high proportion of Swifts members have rolled forward unused games packages from 2021 into 2022 and then purchased additional games to complete a 7 game membership package. However, we are tracking much lower (22%) on SSN Membership (Swifts and Giants) which totalled 3,952 as at 31st January 2022 (compared to 5,132 at the same time in 2021). Full year Membership target is 9,465 and Management are highly focussed on addressing this shortfall.

NNSW has commenced receiving revised SSN funding from Netball Australia under the terms of the Team Participation Agreement ("TPA") for years 2022 and 2023. This funding now covers approximately 55% of direct player costs (an increase from the approximate 35% covered under the previous TPA). Notwithstanding, this gap is the key contributor to SSN Teams continuing to report significant operating losses. NNSW are working hard to improve this position with a strategic priority to make SSN teams more financially sustainable. NNSW also continue to work with NA to better understand their financial plan including investment requirements given the Commercial revenue it earns from the SSN competition is estimated to be several times that of the funding provided to the teams that participate in the competition.

On the balance sheet, at 31st January 2022 the cash balance has increased to \$4.2m compared to the year-end balance (31st December 2021) of \$3.1m. Play HQ has had a positive impact on cash flow for the business as a result of funds clearing directly through the platform to NNSW bank account. This also saves time and administrative effort from the previous My Netball system where NNSW had to individually invoice clubs and associations for funding.

The forecast cash balance at the end of the financial year (31st December 2022) is \$2.2m which is a reduction on the position at 31st December 2021, due to a third COVID recovery year along with what is an artificially high cash balance at the end of 2021 financial year through the deferral of some PAYG and GST liabilities (as agreed with the tax office) and deferral of 50% of the Covid Hub equalisation costs (as agreed with Netball Australia). Conscious of the ongoing risk that the Covid pandemic is presenting the game of Netball, NNSW Management are continuing to prudently manage cash flow as much as possible including deferral initiatives where they make sense.

A further financial updated will be provided to Council members closer to the Council meeting.

Steven Newman
Chief Financial Officer

6.2.2 Budget for the Financial Year ending 2023

Chief Financial Officer Steve Newman will present the Netball NSW 2022 Budget at the 2022 Council meeting.

6.3 CEO's Operational Report

6.3.1 Netball NSW Strategic Plan and 2022 Business Objectives

Context

As discussed at the November 2021 Council meeting, Board and Management undertook a review of the 2020-2022 Strategic Plan to identify the key priorities for the 2021-22 year.

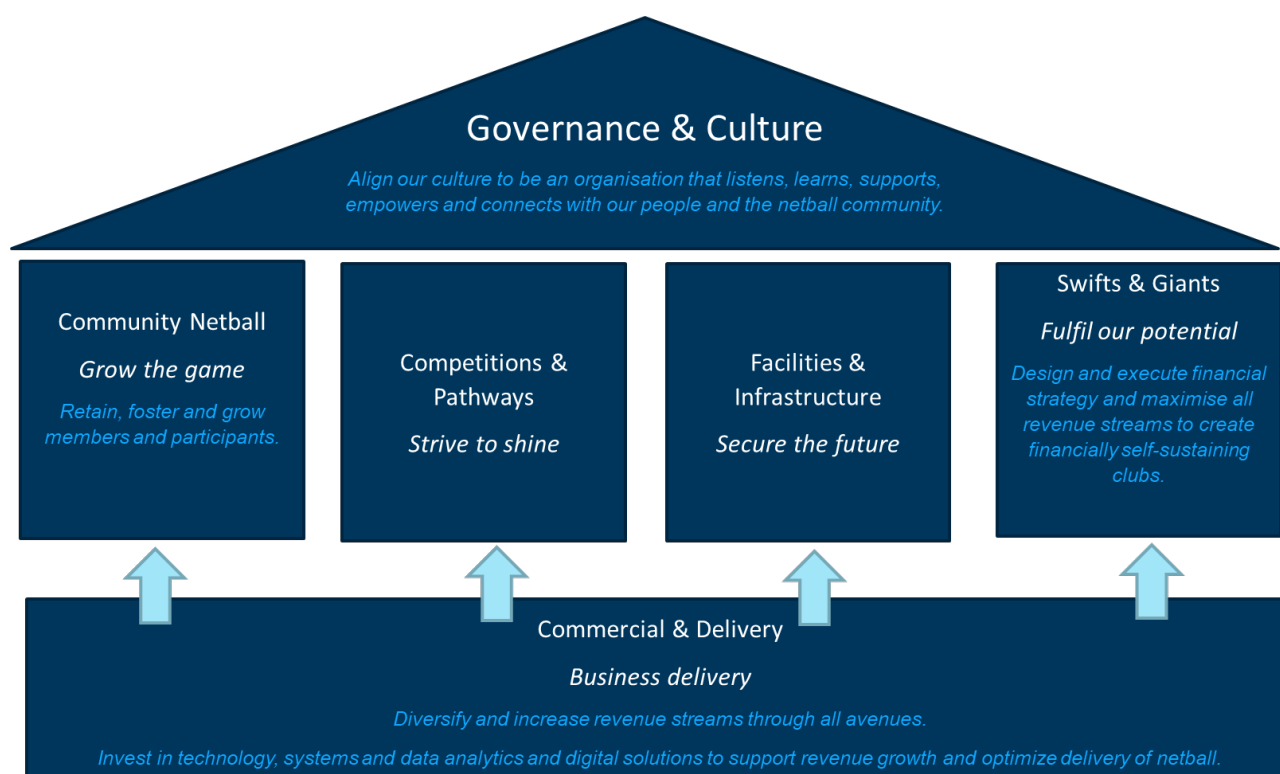
The review focused on the existing twenty-seven strategic priorities that form the basis of the strategic plan framework, with an assessment and ranking process undertaken resulting in the identification of 5 key strategic priorities aligned to the existing NNSW Strategic Pillars.

The alignment of these priorities allows the Board and Management to focus efforts and resources on the actions and activities that will make a difference to Netball in NSW, having formed the basis for the 2022 budget assumptions.

Based on this work, Management is currently developing the operating plans to support the delivery of a revised set of Key Result Areas that form the NNSW Business Objectives. The metrics are clear, concise and designed to cascade to departmental and individual objectives allowing for tracking and measurement of delivery against plan.

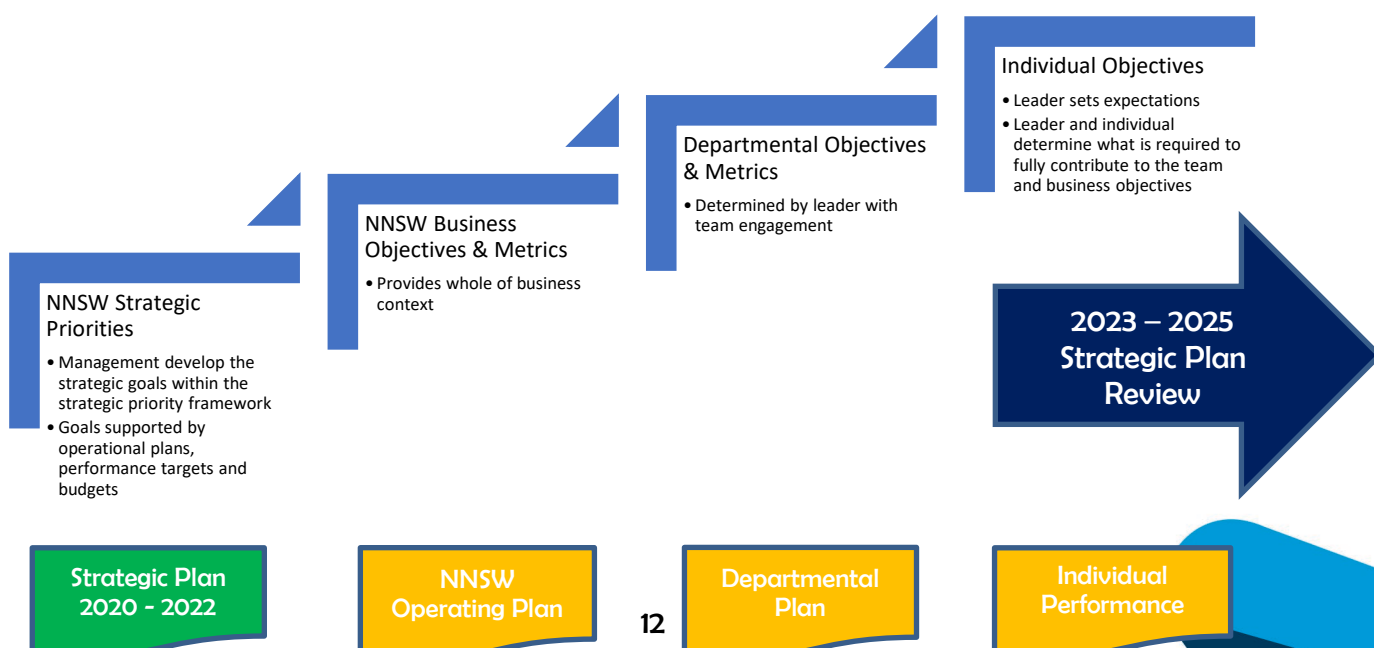
Netball NSW Strategic Pillars – Current (2020 to 2022)

Board & Management Agreed Strategic Priorities (June 2021 reset)



2022 Objectives & Planning Principles

- Objectives and Key Result Areas aligned to the approved 2022 budget.
- Measures linked to the 2020-2022 Strategic Plan in support of delivery of the Strategic Priorities.
- Objectives cascade throughout the business to ensure alignment with overall business objectives.
- Line of sight ensures every staff member has an understanding of the wider business context and how they contribute towards the work of others and the business in achieving its overall business goals and targets
- Utilise for 2022 year with 2023-2025 Strategic Plan reset planned for Q3



Netball NSW Business Objectives

Chief Executive Officer Tain Drinkwater will present the Netball NSW 2022 Business Objectives at the 2022 Council meeting.

6.3.2 Netball NSW Looking Forward: 2023 and beyond

Context

In 2019 Netball NSW facilitated a comprehensive stakeholder engagement process to assist in the development of the Netball NSW Strategic Plan 2020-2022.

While the Board and Management have set the key priorities for 2022 aligned to the existing strategic plan, as part of the Strategic Plan review for 2023 it will be important to consider recommendations identified from the State of the Game Review, particularly Recommendation One 'Core stakeholders agree and implement an aligned vision, purpose and strategy for Australian netball', to assist in establishing an aligned Strategic Framework across the Netball eco-system.

To further support this unified process, in 2021 World Netball released their strategic framework identifying three core pillars:

- Play
- Grow
- Inspire

Netball Australia have taken the World Netball strategic framework as the overarching framework to align the development of the Netball Australia strategic plan. Over the past year, Netball NSW and other Member Organisations have undertaken a significant amount of work to build out this framework and develop a Netball wide Strategic Plan which is in the final stages of design.

The Netball Australia framework sets the baseline for each State, Territory and Netball Australia to work within, developing the much-needed direction for alignment across our sport. It is the desire of Member Organisation's and Netball Australia that we utilise this overarching strategy to align from World Netball to Netball Australia to States and ideally to our own Associations and Clubs.

While it is intended there will be individual flexibility with different Member Organisations, using this framework as our base will allow us to align, be united and focus on what is going to make the difference for our sport and where we should best spend our efforts.

As part of the Netball NSW Forums, Management have introduced the World Netball and Netball Australia strategic framework and concepts above, and have commenced an engagement process to seek information on how best to foster and grow Netball in NSW with the view to informing our 2023 and beyond planning.

As we move forward into our strategic planning review process, Netball NSW Board and Management will focus efforts in Q2 and Q3 2022 to gather information and synthesise data from a broad range of stakeholders and data points to develop a revised 2023-2025 NNSW Strategic Plan aligned to the World Netball and Netball Australia strategic framework.

6.3.4 NNSW People Matters

Appointments			
Mischa	Salameda	HR Advisor (P/T Contractor)	18 November 2021
Tracey	Scott	Executive General Manager – NSW Swifts	8 December 2021
Lucy	Davis	Marketing Manager	8 December 2021
Lucy	Sayers	Policy & Member Protection Officer	16 December 2021
Danielle	Robb	Association Support Coordinator	6 January 2022
Madeliene	Tatham	Events Coordinator	27 January 2022
Eryn	Dimopoulos	Commercial (Operations) Partnerships Coordinator	7 February 2022
Sarah	Wheeler	NSW Ticketing & Membership Sales Manager	21 February 2022
Sandra	Proudlock	Executive Support Officer to CEO (P/T)	2 February 2022
Tim	Fava	Executive General Manager – Community & Pathways	9 February 2022
Brittany	Talty	Commercial Partnerships Manager	21 February 2022
Danielle	Spitty	GIANTS Netball Athlete Wellbeing & Engagement Lead (P/T)	28 February 2022
Internal Appointments			
Matthew	Allen	Policy & Member Protection Manager (previously Policy & Member Protection Officer)	1 December 2021
Melissa	Achten	General Manager – Community (Previously Community Engagement Manager)	24 January 2022
Gillian	Cotter	Community Engagement Manager (previously Regional Manager)	28 February 2022
Grace	Mavrelis	Community & Fan Engagement Coordinator (previously intern with Marketing)	31 January 2022
Departures			
Kate	Athanasopoulos	GIANTS Netball Events Coordinator	19 November 2021
Donna	Bysouth	Coach Development Coordinator	24 November 2021
Shantel	Cogno	Policy & Member Protection Officer	3 December 2021
Sharon	Kelly	NSW Umpire Coach	3 December 2021
Darren	Simpson	Executive General Manager – Community & Pathways	3 December 2021
Brittany	Vearing	Development Officer	10 December 2021
Nicole	Horton	Executive General Manager – NSW Swifts	21 December 2021
Lauren	Woods	General Manager - Communities	21 January 2022
Andrea	Berrell	Coach Development Coordinator	18 February 2022

Tain Drinkwater
Chief Executive Officer

7. General Business

7.1 Presentation: Financial Statements for 2021 and 2022 Budget

For presentation at the meeting.

7.2 Presentation: Netball NSW 2022 Business Objectives

For presentation at the meeting.

7.3 Presentation: Promoting the Value of Netball in NSW

For presentation at the meeting.

7.4 Presentation: Netball NSW Community Update

For presentation at the meeting.

7.5 Presentation: GIANTS Netball

For presentation at the meeting.

7.6 Presentation: NSW Swifts

For presentation at the meeting.

7.7 Presentation: Netball Australia and State of Game Review Update

For presentation at the meeting by Kelly Ryan, Chief Executive Officer, Netball Australia.

The New South Wales Netball Association Limited

Minutes of General Meeting of the Council

Date: Saturday 6 November 2021

Time: 9:00 am

Venue: Hybrid: Via Zoom video conference & Netball Central, 2 Olympic Boulevard, Sydney Olympic Park

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

MINUTES OF 6 NOVEMBER 2021 COUNCIL MEETING

Hybrid Council Meeting of The New South Wales Netball Association Limited held on **Saturday 6 November 2021** at Netball Central, 2 Olympic Boulevard, Sydney Olympic Park and via Zoom video conference

The meeting commenced at 9.00am

The President declared the meeting open at 9.00am, welcomed all Delegates in attendance and acknowledged the traditional owners of the land on which the meeting was being held in Sydney Olympic Park, the Wangal people of the Darug nation, and the traditional owners of the lands on which other attendees were attending the meeting via Zoom, paying respects to Elders past, present and emerging and to all Aboriginal and Torres Strait Islander people present.

Attendees were instructed to remain on mute, and to type their name and Association into the chat function to confirm their attendance.

The President **noted** that, in accordance with the Constitution, the quorum for the Council Meeting was the presence of 25% of more of Affiliate Members (being at least 29 Delegates of Affiliate Members) and 50% or more of Directors (being at least 5 Directors). The President **noted** that a total of 40 Delegates of Affiliate Members and all 9 Directors were in attendance at the meeting and, therefore, declared that a quorum was present.

The President acknowledged the presence of the following Directors at the meeting:

- Louise Sullivan (President & Chairperson)
- Clare Tynan (Deputy Chairperson);
- Michelle Champ;
- Vincent De Luca OAM;
- Sallianne Faulkner;
- Chris Lamb;
- Martha Lourey-Bird;
- Matt Miller; and
- Catherine Matthews,

the presence of the following staff members at the meeting:

- Tain Drinkwater (CEO);
- Steve Newman (CFO);
- Yael Reed (EGM, Commercial & Marketing);
- Darren Simpson (EGM, Communities & Pathways);
- Lauren Woods (GM, Communities); and
- Melissa Achten (community Engagement Manager),

and the presence of Stuart Corbishley, Netball NSW's Company Secretary.

The President **noted** that the meeting was being recorded and outlined various housekeeping matters for the meeting, including the use of the Election Runner polling system for voting and the use of the Chat function for questions during the meeting for moving and seconding motions (using the full name of the Delegate and their Association).

1. Attendance

The President **noted** the following persons present at the meeting and apologies received:

1.1 Attendees

	Association	Name
1.	Armidale District Netball Association	Justine Kavanagh
2.	Ballina Netball Association	Julie Therese Davies
3.	Bankstown City Netball Association	Nicole Oram
4.	Baulkham Hills Shire Netball Association	Kylie Tzavaras
5.	Baulkham Hills Shire Netball Association	Monica O'Callaghan
6.	Blacktown City Netball Association	Kathy Booth
7.	Blue Mountains Netball Association	Denise Thrift
8.	Brunswick/Byron Netball Association	Narelle Anderton
9.	Camden & District Netball Association	Jennifer Bazley
10.	Camden & District Netball Association	Lyndall Schuhmeier
11.	Campbelltown Netball Association	Michael Seery
12.	Charlestown Netball Association	Dianne Pascoe OAM
13.	Charlestown Netball Association	Gail Mayers
14.	City of Sydney Netball Association Inc.	Jayne Occhiuto
15.	City of Sydney Netball Association Inc.	Suzanne Simpson
16.	Coffs Harbour Netball Association	Liz King
17.	Coffs Harbour Netball Association	Vicki Morris
18.	Dungog & District Netball Association	Sam Rumbel
19.	Eastwood Ryde Netball Association	Karen Waud
20.	Eastwood Ryde Netball Association	Judy Watt
21.	Gosford Netball Association	Belinda Beresford
22.	Gosford Netball Association	Joy Dasan
23.	Grafton Netball Association	Brooke Burton
24.	Hastings Valley Netball Association	Cathy Glover
25.	Hastings Valley Netball Association	Rosemary Andrews
26.	Hills District Netball Association	Jennie Thompson
27.	Hills District Netball Association	Lynette Burgess OAM
28.	Illawarra District Netball Association	Dianne Elvy
29.	Illawarra District Netball Association	Lyn Holmes
30.	Inner West Netball Association	Leanne Blackmore
31.	Kiama Netball Association	Michelle Gregory

	Association	Name
32.	Liverpool City Netball Association	Jennie Webster OAM
33.	Liverpool City Netball Association	Rebecca Wakefield
34.	Lower Clarence Netball Association	Shelly White
35.	Lower Clarence Netball Association	Tania Kane
36.	Manly Warringah Netball Association	Cathy Hurditch
37.	Manly Warringah Netball Association	Colette Longley
38.	Nelson Bay Netball Association	Taylor Wilks
39.	Nelson Bay Netball Association	Rebecca Keating
40.	Newcastle Netball Association Inc.	Ellen Monaghan OAM
41.	Newcastle Netball Association Inc.	Cheryl Hernando
42.	Northern Suburbs Netball Association	Margot Paterson
43.	Orange District Netball Association	Jane Dennis
44.	Parramatta Auburn Netball Association	Kim Higgins
45.	Penrith District Netball Association	Joy Gillett OAM
46.	Penrith District Netball Association	Lynn Deuis
47.	Port Stephens Netball Association	Jodi Cassar
48.	Randwick Netball Association	Marie Kelly
49.	Randwick Netball Association	Jenny Morrissey
50.	Shoalhaven Netball Association	Kathy Rembisz
51.	Shoalhaven Netball Association	Wilma Klein
52.	St George District Netball Association	Helen Andrews
53.	St George District Netball Association	Lara Mina
54.	Sutherland Shire Netball Association	Karen Salter
55.	Sutherland Shire Netball Association	Prue Haberecht
56.	Tamworth Netball Association	Lisa Fox
57.	Tamworth Netball Association	Rebecca McKenzie
58.	West Wyalong Netball Association	Melissa Ryan
59.	Westlakes District Netball Association Inc.	Madeline Allen
60.	Westlakes District Netball Association Inc.	Pamella Burt
61.	Woolgoolga District Association	Mick Thorpe
62.	Woolgoolga District Association	Sandra Thorpe
63.	Wyang Netball Association	Chris Miles

1.2 Observers

	Association	Name
64.	Ku-ring-gai Netball Association	Gillian Boyd
65.	Sutherland Shire Netball Association	Jenny Rees
66.	Ku-ring-gai Netball Association	Jo-Anne Perry
67.	Charlestown Netball Association	Peta Forder
68.	St George District Netball Association	Tairua Ben-Vavia

1.3 Netball NSW Directors

		Name
69	Netball NSW President & Chairperson	Louise Sullivan
70	Netball NSW Deputy Chairperson	Claire Tynan
71	Netball NSW Director	Michelle Champ
72	Netball NSW Director	Vincent De Luca OAM
73	Netball NSW Director	Sallianne Faulkner
74	Netball NSW Director	Chris Lamb
75	Netball NSW Director	Martha Lourey-Bird
76	Netball NSW Director	Catherine Matthews
77	Netball NSW Director	Matt Miller

1.4 Life Members

		Name
78	Netball NSW Life Member	Wendy Archer AM
79	Netball NSW Life Member	Maureen Boyle OAM
80	Netball NSW Life Member	Anne Doring OAM
81	Netball NSW Life Member	Carol Murphy
82	Netball NSW Life Member	Lynne Quinn OAM

1.5 Netball NSW Staff

	Position	Name
83	Chief Executive Officer	Tain Drinkwater
84	Executive General Manager Community & Pathways	Darren Simpson
85	Chief Financial Officer	Steven Newman
86	Executive General Manager Commercial & Marketing	Yael Reed
87	General Manager Communities	Lauren Woods
88	Community Engagement Manager	Melissa Achten
89	Workforce Manager	Chris Hall
90	Competitions Manager	Claire Dale

1.6 Apologies

	Association	Name
1.	Netball NSW Life Member	Rodney Watson OAM
2.	Ulladulla Netball Association	Michelle Hendrie
3.	Ulladulla Netball Association	Robyn Butler

ACTION: No action required.

2. Minutes of the previous Council Meeting

2.1 Confirmation of the Minutes of the previous Council Meeting held on Saturday 20 March 2021

A copy of the Minutes from the Council Meeting held on 20 March 2021 was tabled.

Taken as read, with no amendments received.

RESOLVED THAT the minutes of the Council Meeting held on 20 March 2021 be adopted as tabled.

MOVED: Liverpool City Netball Association (Jennie Webster OAM); **SECONDED:** Port Stephens Netball Association (Jodi Cassar). **CARRIED:** For: 97% (62 Delegates); Against: 0% (0 Delegates); Abstained: 3% (2 Delegates).

ACTION: Place the Minutes of the Council Meeting held on Saturday 20 March 2021 on the Netball NSW website.

2.2 Business Arising from Minutes of the previous Council Meeting held on Saturday 20 March 2021

Nil.

3. Correspondence

3.1 Correspondence received

There were no items of correspondence tabled at the meeting.

3.2 Business Arising from Correspondence

Nil.

4. Applications for Membership

Nil.

5. Notices of Motion

5.1 Appointment of Interim Returning Officer

The President **noted** that Michael Anderson had been appointed as the Returning Officer until the conclusion of the 2022 AGM but that, since he had now left Netball NSW, the Board resolved at its September 2021 Board meeting to recommend the appointment of Stuart Corbishley as Interim Returning Officer until the conclusion of the 2022 AGM.

RESOLVED THAT Stuart Corbishley be appointed as the Interim Returning Officer of Netball NSW until the conclusion of the 2022 AGM.

MOVED: Parramatta Auburn Netball Association (Kim Higgins); **SECONDED:** Baulkham Hills Shire Netball Association (Kylie Tzavaras). **CARRIED** unanimously (66 Delegates).

ACTION: No action required.

6. Reports

6.1 Board of Directors Report

The President **noted** that 2021 had been a challenging year but that there had been a number of highlights, as well as challenges:

- In April, Sydney was announced as the host of the 2027 Netball World Cup.
- Netball NSW has been working closely with Netball Australia and other Member Organisations on the implementation of The State of the Game Review recommendations to deliver better outcomes for Netball in Australia.
- The Ken Rosewall Arena hosted several SSN rounds for the NSW Swifts and GIANTS Netball teams, with a NSW Swifts membership record.
- Netball NSW was on track for budgeted member registration numbers as at 30 June 2021 until the prolonged COVID-19 outbreak impacted community sport.
- Netball NSW has placed considerable focus on managing the adverse effects of COVID-19, particularly financial impacts and support for the needs of Clubs and Associations.
- Netball NSW has maintained strong NSW Government advocacy, with the NSW Government Sport and Recreation Recovery and Community Rebuild Package announced in October 2021 providing grants of up to \$1,000 to eligible Clubs and Associations.
- Netball NSW successfully navigated the 2021 SSN season hub arrangements, with GIANTS Netball becoming Minor Premiers (with 13 out of 14 players coming from NSW) and NSW Swifts winning the Grand Final.
- NSW Swifts had 5 players selected to the Australian Diamonds squad, 2 players selected to the England Roses squad and 1 player selected to captain Trinidad & Tobago, and GIANTS Netball had 3 players selected to the Australian Diamonds squad.
- In August, Netball NSW launched its Reflect Reconciliation Action Plan and formed its new Diversity and Inclusion Committee.
- In October, Netball NSW launched its inclusive netball uniform.
- At the recent Sport NSW Awards, Netball NSW received a number of nominations and Darren Simpson was named “Administrator of the Year”.

In addition, the President **noted** that Netball NSW was placing focus on strategic priorities for the remainder of 2022 and on a new strategic plan for 2023 and beyond, with the Board prioritising the creation of comprehensive engagement and consultation opportunities for netball stakeholders in 2022 and beyond.

The President then thanked Club and Association Presidents and volunteers, Netball NSW staff, Netball NSW CEO Tain Drinkwater and the Netball NSW Board for their generous contributions during a challenging year.

The President **noted** that a copy of her presentation would be made available after the meeting.

6.1.1 March 2022 Meeting

It was **noted** that the first Council Meeting of 2022 is proposed to be held on Saturday 19 March 2022.

ACTION: No action required.

6.1.2 Board Appointments 2021

It was noted that the following appointment have been made since the March 2021 Council Meeting:

- Chris Lamb – appointed in June 2021 until the conclusion of the 2022 AGM to fill the casual vacancy created by the expiry of Carole Murphy's term of office.
- Michelle Champ – appointed as an Appointed Director in August 2021 until 30 June 2022 following the expiry of Myles Baron-Hay's term of office as an Appointed Director.

ACTION: No action required.

6.1.3 2021 Board Committee/ Panel Appointments

It was **noted** that the following Board Committee/Panel appointments have been made since the March 2021 Council meeting:

Committee	Chair	Members
Nominations Committee	Louise Sullivan	Sallianne Faulkner Clare McCabe, President of Men's Netball (to September 2022)
Audit & Risk Committee	Michelle Champ	Matt Miller Andrew McMaster, as independent member Doug MacColl, as independent member Katie Simmonds, as independent member
Strategic Commercial Opportunities Committee		On hold
Diversity & Inclusion Committee	Vincent De Luca	Catherine Matthews Clare McCabe, as independent member Dennis Napara, as independent member Mark Munnich, as independent member Heather Berry, as independent member Kristiana Manu'a Alison Tucker-Munro
Friends of Netball NSW Committee		On hold
Governance Committee	Sallianne Faulkner	Martha Lourey-Bird Vincent DeLuca Claire Tynan

		Carol Murphy, as independent member
People & Culture Committee	Chris Lamb	Louise Sullivan Matt Miller Claire Tynan Anne Tait, as independent member
SSN Club Governance Review Committee	Matt Miller	Catherine Matthews Louise Sullivan Andrew McMaster, as independent member Carol Murphy, as independent member

ACTION: No action required.

6.1.4 Policies Updated

It was **noted** that the following policies have been updated since the March 2021 Council Meeting:

- Netball NSW Adverse Weather Policy – 22 June 2021
- GIANTS Netball and QBE Swifts Selection Academy Policy for the 2021 Program – 22 June 2021
- Netball NSW Disciplinary Policy – 1 July 2021
- Netball NSW Volunteer Recognition and Awards Policy – 3 August 2021
- Netball NSW Social Media Policy – 14 September 2021
- Netball NSW Election and Voting Policy – 14 September 2021
- Netball NSW Performance and Pathways Policy – 14 September 2021
- GIANTS Netball Academy and QBE NSW Swifts Academy Selection Policy for the 2022 Program – 14 September
- Netball NSW Board Committee Policy – 14 September 2021
- Netball NSW Roles and Responsibilities of Appointed Panels and Tribunals Policy – 14 September 2021

It was **noted** that following policies have been revoked since the March 2021 Council Meeting:

- Netball NSW State Team Officials Policy – 14 September 2021
- Netball NSW Marie Little OAM Shield Selection Policy – 14 September 2021
- Netball NSW Marie Little OAM Shield Officials Policy – 14 September 2021

ACTION: No action required.

6.1.5 Vales

It was **noted** that:

- Aileen Shutt passed away in April 2021. She was Secretary of Newcastle NA for many years, a Newcastle NA Like Member and recipient of the Netball NSW Anne Clark Service Award.
- Estelle Lawler passed away in May 2021. She had a long association with Liverpool NA and was a long-time Secretary of the Liverpool NA.
- Neita Matthews OAM passed away in August 2021. She was an extraordinary and iconic woman of the game, a National and International Netball Umpire, Eastwood Ryde Life Member since 1977, Anne Clark Service Award recipient in 1978, Netball NSW Life Member since 1980, Netball NSW Hall of Fame inductee in 2011 and Patron of Netball NSW from 1987 until her passing.

ACTION: No action required.

6.1.6 Queen's Birthday Honours Recipients

It was **noted** that the following members of the netball community were included in the 2021 Queen's Birthday Honours List for service to netball:

- Stephanie Bortkevitch OAM.
- Pamela McPherson OAM.
- Dianne Pascoe OAM.
- Brenda Williams OAM.
- Gwen Winsor OAM.

ACTION: No action required

6.2 Finance Report

6.2.1 Financial Report: 9 months ended 30 September 2021

The Financial Report for the period ending 30 September 2021 distributed prior to the meeting was taken as read and **noted**, with the following noted from the presentation given by Steve Newman (CFO):

- Netball NSW's current net asset position as at 30 September 2021 is \$29.7m (with a projected net asset position of \$26.1m as at 31 December 2021) and Netball NSW's 2021 full year forecast EBITDA is -\$324k (a negative projected variance to budget of -\$350k).
- This EBITDA position has been directly impacted by the COVID-19 lockdown in terms of both lost revenue and additional costs, although this impact has been mitigated through additional and new revenues (NSW Health Netball Central rental income and NSW Government's Job Saver scheme) and substantial cost savings across the business.
- Netball NSW's balance sheet, Netball NSW's cash reserves are projected to decrease to \$2,623k as at 31 December 2021, which represents a significant reduction from the cash balance of \$3,453k as at 31 December 2020.

ACTION: No action required.

6.2.2 Budget for the Financial Year ending 2022

It was **noted** from the presentation given by Steve Newman (CFO) that the Draft Budget for the Financial Year ending 2022 was well advanced, with a focus being placed on returning the business to a profitable and sustainable position in the near term (including through investment in additional resources to drive greater revenue), whilst being attentive to the need to keep registration fees as low as possible with a key focus on participation growth.

ACTION: No action required.

6.2.3 Proposed 2022 Netball NSW Affiliation and Membership Fees

It was **noted** that there was no increase proposed for 2022 Association Affiliation Fees, which would remain at 2021 levels:

2022 Netball NSW Proposed Affiliation Fee	2022 fee (excl GST)	2022 fee (Incl GST)
Membership up to 500 individuals	\$94.05	\$103.46
Membership 501-1000 individuals	\$188.10	\$206.91
Membership 1001-2000 individuals	\$250.80	\$275.88
Membership 2001 individuals and over	\$376.20	\$413.82

It was noted that there was no increase proposed for 2022 Organisation Membership fees, which would remain as 2022 levels:

2022 Netball NSW Proposed Organisation Membership Fees	2022 fee (excl GST)	2022 fee (Incl GST)
Community Member	\$454.54	\$500.00
Interested Member	\$681.81	\$750.00

RESOLVED THAT the proposed 2022 Netball NSW Affiliation and Membership Fees are accepted.

MOVED: Baulkham Hills Netball Association (Kylie Tzavaras); **SECONDED:** Hastings Valley Netball Association (Cathy Glover). **CARRIED:** For: 98% (64 Delegates); Against: 2% (1 Delegate); Abstained: 0% (0 Delegates).

ACTION: No action required.

6.2.4 Proposed 2022 Netball NSW Season Membership Fees

It was noted that the proposed fees to be charged by Netball NSW are slightly reduced for the Senior, Junior Summer and NetSetGo categories and slightly increased for the other categories:

	Senior	Senior Summer	Junior	Junior Summer	NetSetGo	Non-Player	All Abilities
2022 Netball NSW Fee	\$81.65	\$57.59	\$62.94	\$43.34	\$36.94	\$42.77	\$28.18

(Proposed)							
2021 Netball NSW Fee (Actual)	\$81.95	\$57.37	\$62.25	\$43.58	\$37.17	\$42.53	\$28.02
Netball NSW Fee Difference	-\$0.30	+\$0.23	+\$0.69	-\$0.24	-\$0.23	+\$0.24	+\$0.16

RESOLVED THAT the Proposed 2022 Netball NSW Season Membership Fees are accepted.

MOVED: Sutherland Shire Netball Association (Karen Salter); **SECONDED:** Northern Suburbs Netball Association (Margot Patterson). **CARRIED** unanimously (66 Delegates).

ACTION: No action required.

6.2.5 Competition Fees 2022

The following Competition Fees for 2022 were **noted**:

Competition	Per	2021 fee (incl GST)	% Increase	Increase amount	2022 fee (incl GST)
Senior State Titles	Team	\$335.53	1.3%	\$4.47	\$340
Junior State Titles	Team	\$335.53	1.3%	\$4.47	\$340
State Masters	Team	\$335.53	1.3%	\$4.47	\$340
Regional League	Team	\$195.51	2.3%	\$4.49	\$200
Summer Series	Player	\$91.58	3.7%	\$3.42	\$95
Metro League	Player	\$122.35	2.2%	\$2.65	\$125
Regional State Cup	Player	\$97.13	2.9%	\$2.87	\$100
Social Masters (excludes social function, which will be ticketed separately)	Player	\$88.67	7.1%	\$6.33	\$95

ACTION: No action required.

6.3 CEO's Operational Report

The CEO's operational report distributed prior to the meeting and the CEO's presentation on the core areas of Netball NSW's business (Commercial, Community & Pathways, People & Culture, Venue and Suncorp Super Netball) were taken as read and **noted**.

It was **noted** that a copy of the CEO's presentation would be made available after the meeting.

ACTION: No action required

6.4 Appeals Tribunal Report – 2021 Competitions

The Appeals Tribunal Report for 2021 Competitions distributed prior to the meeting was taken as read and **noted**.

ACTION: No action required.

7. General Business

7.1 Presentation: Netball NSW Community and Pathways Update

Darren Simpson (EGM, Communities and Pathways) presented the Netball NSW Communities and Pathways Update, providing an overview of the rollout of the PlayHQ system and its fee structure and an overview of the key priorities for the Communities and Pathways team in 2022 in the Competitions, Performance & Pathways, Facilities & Infrastructure and Community areas of Netball NSW's business.

It was **noted** that a copy of his presentation would be made available after the meeting.

ACTION: No action required.

7.2 Presentation: Netball NSW Commercial and Marketing Update

Yael Reed (EGM, Commercial and Marketing) presented the Netball NSW Commercial and Marketing Update, providing an overview of the review undertaken into Netball NSW's commercial program to understand and identify opportunities to streamline, leverage and grow revenue across Netball in NSW and an overview of the brand strategy work undertaken to articulate clear and consistent brand positionings for Netball in NSW, as well as an overview of the key insights gained from those reviews and Netball NSW's next steps.

It was **noted** that a copy of her presentation would be made available after the meeting.

ACTION: No action required.

7.3 Other Items

The following questions were raised by Delegates:

- Maureen Boyle OAM – Maureen raised a question

ACTION: Maureen will be provided with further information after the meeting

7.4 Neita Matthews OAM Tribute

The President thanked Board and Committee members for their work during the year, thanked attendees for attending the Council Meeting and closed the meeting by paying tribute to Netball NSW Patron Neita Matthews contribution to Netball in NSW prior to a video presentation being shown to attendees.

ACTION: No action required.

The meeting concluded at 11.16am.



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
V1.11.2021	20 March 2021	20 March 2021
V1.12.2022		

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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 defined in this Constitution and any Company policy relating to the awarding of life membership as may be in place from time to time 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 **Error! Reference source not found.**, 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 14.4 b) for a term of office commencing at the conclusion of the Annual General Meeting at which they are elected and expiring at the conclusion of the third Annual General Meeting held after the Annual General Meeting at which they were last elected.
- b) No Elected Director can hold office for a period longer than nine consecutive years, inclusive of any period served as a casual vacancy or an Appointed Director. For the avoidance of doubt, the commencement date of an Appointed Director or a Director filling a casual vacancy position will be the date of appointment by the Board. 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 who served part of their nine consecutive years in a casual vacancy or Appointed Director position will be required to resign at the end of the nine-year period referred to in clause 14.4 b) notwithstanding that this may occur during a term referred to in clause 14.4 a). The casual vacancy arising from such resignation will be filled in accordance with clause 14.6.
- d) Despite clause 14.4 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 Elected 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 (where the vacancy created had one or two years remaining in the original Director's term) or for a new term of office (where the vacancy created would have ended at the next Annual General Meeting).

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.
- e) In the event that an Appointed Director wishes to seek a position as an Elected Director, without a break of at least twelve months since the conclusion of their term as an Appointed Director, the term served as an Appointed Director will be considered to be consecutive years of service for the purpose of clause 14.4.
- f) In the event that the Directors wish to appoint a person as an Appointed Director who has previously served as an Elected Director, a period of at least 12 months must have passed between the end of the term as an Elected Director and the appointment as an Appointed Director.

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.



Constitution

The New South Wales Netball Association Ltd
ACN 001 685 007

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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 in this Constitution and any Company policy relating to the awarding of life membership as may be in place from time to time 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 **Error! Reference source not found.**, 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 14.4 b) for a term of office commencing at the conclusion of the Annual General Meeting at which they are elected and expiring at the conclusion of the third Annual General Meeting held after the Annual General Meeting at which they were last elected 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 or an Appointed Director. For the avoidance of doubt, the commencement date of an Appointed Director or a Director filling a casual vacancy position will be the date of appointment by the Board. 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 who served part of their nine consecutive years in a casual vacancy or Appointed Director position will be required to resign at the end of the nine-year period referred to in clause 14.4 b) notwithstanding that this may occur during a term referred to in clause 14.4 a). The casual vacancy arising from such resignation will be filled in accordance with clause 14.6.
- d) Despite clause 14.4 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 Elected 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 (where the vacancy created had one or two years remaining in the original Director's term) or for a new term of office (where the vacancy created would have ended at the next Annual General Meeting).

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.
- e) In the event that an Appointed Director wishes to seek a position as an Elected Director, without a break of at least twelve months since the conclusion of their term as an Appointed Director, the term served as an Appointed Director will be considered to be consecutive years of service for the purpose of clause 14.4.
- f) In the event that the Directors wish to appoint a person as an Appointed Director who has previously served as an Elected Director, a period of at least 12 months must have passed between the end of the term as an Elected Director and the appointment as an Appointed Director.

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.

NETBALL NSW MANAGEMENT ACCOUNTS: PERIOD ENDED 31 JAN 2022

The NSW Netball Association Limited Summarised Trading Statement (Profit & Loss) By Department, \$'000 For the period ending 31/1/2022	YTD Act Jan 2022	YTD Bud Jan 2022	Var YTD Act vs YTD Bud	2021 FY Fcast at Jan 2022	FY Bud 2022	Var FY Fcast vs Bud
1. Community, Competitions & Pathways						
Capitation and Affiliation	1,299	1,299	(0)	7,098	7,098	(0)
Competitions Revenue	180	180	0	879	879	0
Other Revenue	78	77	1	963	962	1
Community and Pathways Revenue	1,557	1,557	1	8,939	8,938	1
NA Contributions	0	0	0	(476)	(476)	0
Insurance	(40)	(40)	0	(533)	(533)	0
Competitions Expenses	0	0	0	(875)	(875)	0
Salaries & Wages	(125)	(122)	(3)	(2,584)	(2,584)	(0)
Other Expenses	(24)	(24)	(1)	(1,483)	(1,480)	(2)
Community and Pathways Expenses	(190)	(186)	(4)	(5,950)	(5,948)	(2)
Community, Competitions and Pathways Profit / (Loss)	1,367	1,371	(3)	2,989	2,990	(2)
2. NSW Swifts - SSN Operations						
NA Funding	190	190	0	760	760	0
Sponsorship & Merchandise	460	460	0	1,372	1,372	0
Membership & Ticketing	424	404	20	1,242	1,242	0
Other Revenue	0	0	0	65	65	0
NSW Swifts - SSN Operations Revenue	1,074	1,054	20	3,439	3,439	0
NA Funding	0	0	0	(110)	(110)	0
Player Contract Expenses	(48)	(48)	1	(894)	(894)	(0)
Team, Management, Coaches and Support Staff	(135)	(132)	28	(2,161)	(2,166)	5
Game Day, Membership & Marketing Expenses	(7)	(7)	(14)	(917)	(917)	0
Other Expenses	(9)	(7)	9	(362)	(360)	(2)
NSW Swifts - SSN Operations Expenses	(199)	(195)	(4)	(4,445)	(4,448)	3
NSW Swifts - SSN Operations Profit / (Loss)	875	858	16	(1,006)	(1,009)	3
3. GIANTS Netball - SSN Operations						
NA Funding	190	190	0	760	760	0
Sponsorship & Merchandise	178	178	0	1,633	1,633	0
Membership & Ticketing	211	211	0	730	730	(0)
Other Revenue	12	0	12	220	208	12
GIANTS Netball - SSN Operations Revenue	590	578	12	3,343	3,331	12
NA Funding	0	0	0	(110)	(110)	0
Player Contract Expenses	(44)	(44)	0	(885)	(885)	0
Team, Management, Coaches and Support Staff	(105)	(105)	(0)	(2,169)	(2,174)	5
Game Day, Membership & Marketing Expenses	(6)	(6)	0	(817)	(817)	0
Other Expenses	(10)	(8)	(2)	(329)	(327)	(2)
GIANTS Netball - SSN Operations Expenses	(165)	(163)	(2)	(4,310)	(4,313)	3
GIANTS Netball - SSN Operations Profit / (Loss)	425	415	10	(967)	(982)	15
4. NNSW Business Operations (non-SSN) & Netball Central						
Commercial & Sponsorship	10	10	0	790	790	0
Netball Central Revenue	103	103	0	1,267	1,280	(13)
NNSW Business Operations Revenue	113	113	0	2,057	2,070	(13)
Commercial, Sponsorship, Events, Media	30	30	0	(430)	(432)	2
Netball Central Expenses	(66)	(66)	0	(1,187)	(1,187)	(0)
Administration Expenses	(7)	(6)	(2)	(1,642)	(1,640)	(2)
NNSW Business Operations Expenses	(44)	(42)	(1)	(3,259)	(3,259)	0
NNSW Business Operations & Netball Central Profit / (Loss)	69	71	(1)	(1,203)	(1,189)	(13)
EBITDA before Extraordinary Items	2,736	2,715	22	(187)	(190)	3
JobKeeper	0	0	0	0	0	0
JobSaver	0	0	0	0	0	0
State Government Financial Support	0	0	0	0	0	0
Associations Initiatives	0	0	0	(100)	(100)	0
Exceptional Operating	(13)	0	(13)	(13)	0	(13)
Exceptional Costs (Equalisation share)	0	-	0	0	0	0
Consolidated Netball NSW EBITDA*						
Revenues	3,334	3,302	32	17,777	17,778	(1)
Expenses	(610)	(587)	(24)	(18,077)	(18,068)	(8)
EBITDA*	2,724	2,715	9	(299)	(290)	(10)
Interest	(1)	(1)	(0)	(39)	(39)	(0)
Depreciation	(159)	(159)	0	(2,064)	(2,064)	0
Grand Total Profit / (Loss)	2,564	2,555	9	(2,402)	(2,392)	(10)

* Earnings Before Interest, Tax, Depreciation & Amortisation (EBITDA)

Sponsorship Revenue	648	648	0	3,349	3,349	0
Merchandise Revenue	0	0	0	343	343	0
Sub-Total Sponsorship and Merchandise	648	648	0	3,691	3,691	0
Staff Costs - Permanent	(314)	(306)	(7)	(7,068)	(7,066)	(2)
Staff Costs - Casual	(3)	(3)	(0)	(384)	(384)	(0)
Players (TPP)	(92)	(92)	(0)	(1,779)	(1,779)	(0)
Sub-Total Wage Costs	(409)	(402)	(7)	(9,231)	(9,229)	(2)
Government Subsidies	0	0	0	0	0	0
Total Net Wage Costs after Jobkeeper Subsidy	(409)	(402)	(7)	(9,231)	(9,229)	(2)

THE NEW SOUTH WALES NETBALL ASSOCIATION LIMITED
BALANCE SHEET
As at 31 Jan 22

\$	Act 31 Jan 2022	Act 31 Dec 2021	Var Jan 2022 v Dec 2021	Fcast 31 Dec 2022
Current Assets				
Cash Assets	4,192,960	3,146,121	1,046,839	2,219,895
Accounts Receivable	962,320	303,886	658,435	400,237
Inventories	5,072	5,072	0	5,072
Other Current Assets	138,697	263,952	(125,255)	304,120
Total Current Assets	5,299,049	3,719,030	1,580,019	2,929,324
Non-Current Assets				
Fixed assets (at WDV)	25,550,518	25,709,154	(158,637)	23,853,436
Right of Use Asset	833,264	833,264	0	793,736
Netball Central Sinking Fund	148,651	148,651	0	148,652
Total Non-Current Assets	26,532,433	26,691,070	(158,637)	24,795,824
Total Assets	31,831,482	30,410,100	1,421,382	27,725,148
LIABILITIES				
Current Liabilities				
Accounts Payable	701,962	902,930	(200,967)	902,930
Other Creditors	399,780	594,003	(194,223)	572,636
Income in advance	265,903	1,077,466	(811,563)	970,750
Loans and Borrowings	89,718	92,604	(2,886)	89,718
Lease Liability	63,525	30,425	33,100	63,525
GST payable/(receivable)	240,750	(0)	240,751	14,165
PAYG/FBT/Payroll Tax Payable	27,754	4,270	23,483	4,270
Superannuation contributions payable	52,124	191,289	(139,165)	203,110
Provision for employee entitlements	257,434	352,160	(94,726)	330,546
Total Current Liabilities	2,098,950	3,245,147	(1,146,197)	3,151,650
Non-Current Liabilities				
Loans and Borrowings	140,027	147,504	(7,477)	1,943
Lease Liability	788,668	825,134	(36,466)	700,697
Provision for employee entitlements	115,217	67,414	47,803	147,939
Security Deposit Bond	24,208	24,208	0	24,208
Total Non-Current Liabilities	1,068,120	1,064,259	3,861	874,787
Total Liabilities	3,167,071	4,309,406	(1,142,336)	4,026,437
NET ASSETS	28,664,411	26,100,694	2,563,718	23,698,712
EQUITY				
Retained earnings	26,100,694	28,486,699	(2,386,005)	26,100,595
Current year profit/(loss)	2,563,718	(2,386,005)	4,949,723	(2,401,884)
TOTAL EQUITY	28,664,412	26,100,694	2,563,718	23,698,711