

The New South Wales Netball Association Limited

Notice of Council Meeting

Date: Saturday 05 November 2022

Time: 9:00am (Sydney time)

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 (V1.12.2022), Netball NSW will be holding the Council Meeting as a hybrid meeting. The meeting will be held at a physical location (Tennis Centre) as well as online via ZOOM.

Instructions on how to join the ZOOM Video Conference including login details will be provided directly to all Council members on Thursday 03 November 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 5 NOVEMBER 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 05 November 2022** via Zoom video conference and at Tennis NSW Function Centre, Rod Laver Drive, Sydney Olympic Park

Commencing 9:00am (Sydney time), Council Members are encouraged to connect via Zoom from 8:30am

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Stuart Corbishley
Company Secretary

NOTES:

- 1 As per clause 12.3 of the Netball NSW Constitution (V1.12.2022) (***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 to policy@netballnsw.com by **9:00am on Thursday 03 November 2022**; and
 - e. State the name of the Company, and the Members Meeting(s) at which the appointment will be used.
- 4 No substitution of proxies may occur during the course of the Members' Meeting.

1. Meeting Opening

2. Apologies

3. Minutes of the previous Council Meeting

3.1 Confirmation of the Minutes of the previous Council Meeting held on Saturday 19 March 2022

A copy of the Minutes from the Council Meeting held Saturday 19 March 2022 is attached.

There were no amendments received.

3.2 Business Arising from Minutes of the previous Council Meeting held on Saturday 19 March 2022

Nil.

The New South Wales Netball Association Limited

Minutes of General Meeting of the Council

Date: Saturday 19 March 2022

Time: 10.30 am

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

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

MINUTES OF 19 MARCH 2022 COUNCIL MEETING

Council Meeting of The New South Wales Netball Association Limited held on **Saturday 19 March 2022** at the Tennis NSW Function Room, Rod Laver Drive, Sydney Olympic Park and via Zoom video conference

The meeting commenced at 10.30am

The President declared the meeting open at 10.30am, 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 online 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% or 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 36 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;
- Catherine Matthews; and
- Matt Miller,

the presence of the following staff members at the meeting:

- Tain Drinkwater (CEO);
- Steve Newman (CFO);
- Yael Reed (EGM, Commercial & Marketing);
- Tim Fava (EGM, Communities & Pathways);
- Tim Underwood (EGM, GIANTS Netball)
- Melissa Achten (GM, Communities);
- Gill Cotter (Community Engagement Manager);

- Melanie Chapman (Participation Manager); and
- Sandra Proudlock (Executive Support Officer),

and the presence at the meeting of:

- Kelly Ryan, Netball Australia’s CEO;
- Andrew Jones, who will shortly be taking on the role of Netball NSW’s Acting CEO; and
- 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).

4. Attendance

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

4.1 Attendees

	Association	Name
1.	Bankstown City Netball Association	Nicole Oram
2.	Baulkham Hills Shire Netball Association	Kylie Tzavaras
3.	Baulkham Hills Shire Netball Association	Monica O’Callaghan
4.	Blacktown City Netball Association	Carol Aitken
5.	Blue Mountains Netball Association	Tracey Arnold
6.	Callaghan District Netball Association	Renee Ridgeway
7.	Callaghan District Netball Association	Bronwyn Vosilla
8.	Camden & District Netball Association	Jennifer Bazley
9.	Camden & District Netball Association	Lyndall Schuhmeier
10.	Campbelltown Netball Association	Nancy Marshall
11.	Campbelltown Netball Association	Justin Rea
12.	Charlestown Netball Association	Dianne Pascoe OAM
13.	Charlestown Netball Association	Gail Mayers
14.	City of Sydney Netball Association Inc.	Suzanne Simpson
15.	Dungog & District Netball Association	Sam Rumbel
16.	Eastwood Ryde Netball Association	Karen Waud
17.	Eastwood Ryde Netball Association	Judy Watt
18.	Eurobodalla Netball Association	Leeanne Delves
19.	Gosford Netball Association	Belinda Beresford
20.	Gosford Netball Association	Joy Dasan
21.	Grafton Netball Association	Brooke Burton
22.	Hastings Valley Netball Association	Cathy Glover
23.	Hills District Netball Association	Jennie Thompson
24.	Hills District Netball Association	Lynette Burgess OAM

	Association	Name
25.	Hawkesbury Netball Association	Jason Baker
26.	Hawkesbury Netball Association	Tracey Chalk
27.	Illawarra District Netball Association	Annalisa Reeves
28.	Illawarra District Netball Association	Peiti Haines
29.	Inner West Netball Association	Leanne Blackmore
30.	Inner West Netball Association	Anne Tait
31.	Ku-ring-gai Netball Association	Jo-Anne Perry
32.	Liverpool City Netball Association	Jennie Webster OAM
33.	Lower Clarence Netball Association	Shelly White
34.	Maitland District Netball Association	Leearna Bennett
35.	Manly Warringah Netball Association	Cathy Hurditch
36.	Manly Warringah Netball Association	Colette Longley
37.	Men's Netball	Brent Ferguson
38.	Nambucca Netball Association	Cass Notley
39.	Nelson Bay Netball Association	Taylor Wilks
40.	Nelson Bay Netball Association	Rebecca Keating
41.	Newcastle Netball Association Inc.	Ellen Monaghan OAM
42.	Newcastle Netball Association Inc.	Cheryl Hernando
43.	Northern Suburbs Netball Association	Janet Torney
44.	Northern Suburbs Netball Association	Belinda Berstein
45.	Orange District Netball Association	Jane Dennis
46.	Parramatta Auburn Netball Association	Kim Higgins
47.	Penrith District Netball Association	Joy Gillett OAM
48.	Penrith District Netball Association	Tricia Mann
49.	Port Stephens Netball Association	Jodi Cassar
50.	Port Stephens Netball Association	Sue Xenos
51.	Randwick Netball Association	Marie Kelly
52.	Randwick Netball Association	Jenny Morrissey
53.	Shoalhaven Netball Association	Wilma Klein
54.	St George District Netball Association	Tairua Ben-Vavia
55.	St George District Netball Association	Lara Mina
56.	Sutherland Shire Netball Association	Prue Haberecht
57.	Tamworth Netball Association	Rebecca McKenzie
58.	Tamworth Netball Association	Sarah Horne
59.	West Wyalong Netball Association	Melissa Ryan
60.	Westlakes District Netball Association Inc.	Madeline Allen
61.	Woy Woy Netball Association	Nicole Barnes
62.	Wyong Netball Association	Chris Miles

4.2 Observers

	Association	Name
63.	Liverpool City Netball Association	Rebecca Wakefield
64.	Eastwood Ryde Netball Association	Katrina Doring
65.	Incoming Interim CEO	Andrew Jones
66.	Randwick Netball Association	Fran Reynolds
67.	Newcastle Netball Association	Lucia Wilcox

1.3 Netball NSW Directors

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

1.4 Life Members

		Name
77.	Netball NSW Life Member	Wendy Archer AM
78.	Netball NSW Life Member	Maureen Boyle OAM
79.	Netball NSW Life Member	Anne Doring OAM
80.	Netball NSW Life Member	Carol Murphy
81.	Netball NSW Life Member	Lynne Quinn OAM
82.	Netball NSW Life Member	Adele Saunders OAM
83.	Netball NSW Life Member	Rodney Watson OAM
84.	Netball NSW Life Member	Vicki Kerr OAM
85.	Netball NSW Life Member	Ruth Havrlant

1.5 Netball NSW Staff

	Position	Name
86.	Chief Executive Officer	Tain Drinkwater
87.	EGM, Community & Pathways	Tim Fava
88.	Chief Financial Officer	Steven Newman
89.	EGM, Commercial & Marketing	Yael Reed
90.	EGM, GIANTS Netball	Tim Underwood
91.	General Manager, Communities	Melissa Achten
92.	Community Engagement Manager	Gill Cotter

	Position	Name
93.	Participation Manager	Melanie Chapman
94.	Executive Support Officer	Sandra Proudlock
95.	Company Secretary	Stuart Corbishley

1.6 Apologies

		Name
1.	Charlestown Netball Association	Peta Forder
2.	Hastings Valley Netball Association	Rosemary Andrews
3.	Liverpool City Netball Association	Rebecca Wakefield
4.	Tamworth Netball Association	Lisa Fox
5.	NSW Life Member	Margaret Corbett OAM

RESOLVED THAT the apologies be **noted**.

MOVED: Maureen Boyle OAM (Life Member) **SECONDED:** Manly Warringah Netball Association (Cathy Hurditch). **CARRIED.**

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 8 November 2021

A copy of the Minutes from the Council Meeting held on 8 November 2021 was tabled.

Taken as read, with no amendments received.

RESOLVED THAT the minutes of the Council Meeting held on 8 November 2021 be adopted as tabled.

MOVED: Lynn Quinn OAM (Life Member); **SECONDED:** Gosford Netball Association (Joy Dasan). **CARRIED.**

ACTION: Place the Minutes of the Council Meeting held on Saturday 8 November 2021 on the Netball NSW website.

2.2 Business Arising from Minutes of the previous Council Meeting held on Saturday 8 November 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 Proposed Netball NSW Constitution Changes

The President **noted** that the Election Runner program would be used for voting on the proposed changes to the Netball NSW Constitution described in the Council papers issued prior to the meeting. Each proposed change would be voted on separately, with at least 75% of the votes required to approve the change.

5.1.1 Clause 11 – Life Members

RESOLVED to amend clause 11 of the Netball NSW Constitution in the manner described in the Council papers issued prior to the meeting.

MOVED: Board of Directors; **SECONDED:** Board of Directors. **CARRIED** unanimously.

5.1.2 Clause 14.4 – Term of Elected Directors

RESOLVED to amend clause 14.4 of the Netball NSW Constitution in the manner described in the Council papers issued prior to the meeting.

MOVED: Board of Directors; **SECONDED:** Board of Directors. **CARRIED** unanimously.

5.1.3 Clause 14.6 – Casual Vacancy of Director

RESOLVED to amend clause 14.6 of the Netball NSW Constitution in the manner described in the Council papers issued prior to the meeting.

MOVED: Board of Directors; **SECONDED:** Board of Directors. **CARRIED** with one abstention.

5.1.4 Clause 14.15 – Appointment of Appointed Director

RESOLVED to amend clause 14.15 of the Netball NSW Constitution in the manner described in the Council papers issued prior to the meeting.

MOVED: Board of Directors; **SECONDED:** Board of Directors. **CARRIED** unanimously.

5.1.5 Spelling, Grammar, Definitions, Formatting and Clause Numbering

RESOLVED to amend all spelling, grammar, definitions, formatting and clause numbering in the Netball NSW Constitution that require amendment.

MOVED: Board of Directors; **SECONDED:** Board of Directors. **CARRIED** unanimously.

ACTION: Amended Netball NSW Constitution to be uploaded to Netball NSW website.

6. Reports

6.1 Board of Directors Report

6.1.1 November 2022 Meeting

It was **noted** that the second Council meeting of 2022 would be held on Saturday 5 November.

ACTION: No action required.

6.1.2 Board Appointments 2021

It was **noted** that no appointments have been made by the Board since the November 2021 Council Meeting.

ACTION: No action required.

6.1.3 Policies Updated

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

- 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
- Netball NSW 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

It was **noted** that no policies have been revoked since the November 2021 Council Meeting.

ACTION: No action required.

6.1.4 Vales

It was **noted** that:

- Shirley Way passed away in February 2022. She 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 a NSW Volunteer of the Year Award.
- Clare Cavanagh-Wright passed away in December 2021. She had been a convenor at the Penrith District Netball Association for over 20 years.

ACTION: No action required.

6.1.5 Australia Day Honours Recipients

It was **noted** that the following members of the netball community were included in the 2021 Australia Day Honours List for service to netball:

- Catherine-Anne Cox AM.
- Kimberlee Green OAM.
- Carol Murphy OAM.
- Karen Waud OAM.
- Shirley Connolly OAM.

ACTION: No action required

6.2 Finance Report

6.2.1 Financial Report for the period ending 31 January 2022

The Financial Report for the period ending 31 January 2022 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 net asset position as at 31 January 2022 is \$28.7m and Netball NSW's full year forecast for 2022 as at 31 January 2022 is for an EBITDA loss of \$299k, which is consistent with the Board approved budget for 2022, which was set at a \$290k deficit.
- Netball NSW's sponsorship revenues were impacted significantly by the loss of the Nissan sponsorship deal.
- As at 31 January 2022, player registrations totalled 27,824 (\$1.72m), compared with 33,437 (\$2.21m) at the same time in 2021. As at 22 February 2022, this total is 62,745 (\$3.87m), which compares with 70,824 (\$4.76m) as at 28 February 2022. Management expects that player registrations for the full year will be close to budget (110,000).
- A high proportion of NSW Swifts members rolled forward their unused games packages from 2021 to 2022 and purchased additional games, although NSW Swifts and GIANTS Netball memberships overall are lower (3,952) than at the same time in 2021 (5,132).
- SSN funding received from Netball Australia for 2022 and 2023 now covers approximately 55% of direct player costs (an increase from 35% under the previous Team Participation Agreement). However, the SSN teams continue to report significant operating losses.
- As at 31 January 2022, the cash balance has increased to \$4.2m. The forecast cash balance at 31 December 2022 is \$2.2m.

ACTION: No action required.

6.2.2 Budget for the Financial Year ending 2023

Steve Newman's presentation on the Draft Budget for the Financial Year ending 2023 was **noted**. It was further **noted** that management will continue to place focus 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 to drive participation growth.

ACTION: No action required.

6.3 CEO's Operational Report

The CEO's Operational Report distributed with the Council papers prior to the meeting and the CEO's presentation on Netball NSW's Strategic Plan were taken as read and **noted**.

ACTION: No action required.

7. General Business

7.1 Presentation: Netball NSW 2022 Business Objectives

The CEO's presentation on Netball NSW's 2022 Business Objectives was taken as read and **noted**.

The President thanked the CEO for her contributions during her time as CEO and introduced Andrew Jones who will act as Acting CEO upon the CEO's departure.

ACTION: No action required.

7.2 Presentation: Promoting the Value of Netball in NSW

The presentation provided by Yael Reed (EGM, Commercial and Marketing) was **noted**.

ACTION: No action required.

7.3 Presentation: Netball NSW Community Update

The presentation provided by Tim Fava (EGM, Communities & Pathways) was **noted**.

ACTION: No action required.

7.4 Presentation: GIANTS Netball

It was **noted** that a copy of the presentation prepared by Tim Underwood (EGM, GIANTS Netball) would be made available after the meeting.

ACTION: Tim Underwood's presentation to be distributed to Members.

7.5 Presentation: NSW Swifts

It was **noted** that a copy of the presentation prepared by Tracey Scott (EGM, NSW Swifts) would be made available after the meeting.

ACTION: Tracey Scott's presentation to be distributed to Members.

7.6 Presentation: Netball Australia and the State of the Game Review Update

The presentation provided by Kelly Ryan (CEO, Netball Australia) was **noted**.

The President thanked Kelly Ryan for her attendance at the AGM and Council meeting and for her presentation.

ACTION: No action required.

7.7 Hall of Fame Award Presentation

The President invited Maureen Boyle OAM to speak in relation to the presentation of the 2020 Hall of Fame Award to Sharon Kelly.

The President invited Rodney Watson OAM to speak in relation to the presentation of the 2021 Hall of Fame Award to Lynne Quinn OAM.

The President invited Karen Waud to speak in relation to the presentation of the 2021 Hall of Fame Award to Anne Doring OAM.

7.8 Legend Award Presentation

The President invited Adele Saunders OAM (Life Member) to speak in relation to the presentation of the Legend Award to Anne Clark BEM (dec).

The President invited Collette Longley and Sharon Kelly to speak in relation to the presentation of the Legend Award to Maureen Boyle OAM.

ACTION: No action required.

There being no further business, the meeting was declared closed at 2.09pm, with attendees leaving to attend the Neita Matthews OAM Memorial Function.

4. Reports

4.1 Board of Directors Report

President Louise Sullivan will outline Netball NSW ('**NNSW**') key achievements in 2022 and provide an update on the Netball Australia State of the Game Project, with a presentation to be circulated to participants following the meeting.

4.1.1 March 2023 Meeting

Please be advised that the AGM and first Council Meeting of 2023 is proposed to be held on **Saturday 18 March 2023** at Netball Central, 2 Olympic Boulevard, Sydney Olympic Park.

4.1.2 Board Appointments 2022

The following appointments have been made by the Board since the March 2022 Council Meeting:

- **Claire Tynan:** appointed as Deputy Chairperson on 10 May 2022 until the conclusion of the Board Meeting held immediately following the 2024 AGM.
- **Michelle Champ:** appointed as a director for a further term of two years, expiring on 30 June 2024.
- **Matt Miller:** appointed as a director for a further term of one year, expiring on 30 June 2023.

4.1.3 2022 Board Committee/Panel Appointments –

Committee	Chair	Members
Nominations Committee (as appointed <u>September 2022</u>)	Sallianne Faulkner	Clare McCabe, President of Men's Netball (to September 2023) Claire Tynan
Audit & Risk Committee	Michelle Champ	Matt Miller Doug MacColl, as independent member Stuart Dickinson, as independent member (appointed May 2022) Resigned: Andrew McMaster, as independent member Katie Simmonds, as independent member
SSN Elite Club Commercial Committee	Claire Tynan	Louise Sullivan Matt Miller Martha Lourey-Bird
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
Recognition Reference Panel (<u>as appointed September 2022</u>)		Wendy Archer AM, Life Member Rodney Watson OAM, Life Member Ronda Kimble OAM, Life Member John Hahn, Life Member Ruth Harlvant, Life Member
Competition Reference Group		Claire Dale, NNSW Tim Fava, NNSW Chris Hall, NNSW Louise Sullivan Jo-Anne Perry, Ku-ring-gai Netball Association, Metro Representative Nerida Cracknell, Eastwood Ryde Netball Association, Metro Representative Leeanna Bennett, Maitland Netball Association, Regional Representative Resigned: Leeanne Delves, Eurobodalla Netball Association, Regional Representative
SSN Club Governance Review Committee	Dissolved (Transferred to SSN Elite Club Commercial Committee) – March 2022	
Strategic Commercial Opportunities Committee	Dissolved - March 2022	
Diversity & Inclusion Committee	Dissolved – August 2022	
Friends of NNSW Committee	Dissolved – March 2022	

4.1.4 Policies Updated

The following policies have been updated since the March 2022 Council Meeting papers were issued. Any amendments to policies are notified by memo and emailed to Association Secretaries and the full mailing list.

- **NNSW Member Protection Policy** – 15 February 2022
- **Member Protection Policy, Attachment B Complaint Handling Procedures** – 15 February 2022
- **NNSW Code of Behaviour Policy** – 15 February 2022
- **NNSW Grievance and Dispute Resolution Policy** – 15 February 2022

The following new policies have been approved and implemented since the March 2022 Council Meeting papers were issued. Any new policies that have been approved are notified by memo and emailed to Association Secretaries and the full mailing list.

- **NNSW Child Safeguarding Policy** – 15 February 2022

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

4.1.5 Vales

Bethany Fraser	Woolgoolga NA	Narelle Boyd	Manning Valley NA
Dakota Stuart	Manly Warringah NA	Olivia Rogers	Grafton NA
Deidre Chambers	Manly Warringah NA	Robyn Friend	Manly Warringah NA
Florence Eather	Newcastle NA	Rosie Bieman	Maitland NA
Joan Price	Maitland NA	Shirley Fowler	Newcastle NA
Margaret Everett	Maitland NA	Shirley Way	Sutherland Shire NA
Naomi Young	Hawkesbury NA		

4.2 Finance Report

4.2.1 Overview

NNSW provides this financial update to Affiliated Associations prior to the Council Meeting (General Meeting) scheduled for Saturday 5th November at Tennis NSW Centre, 2 Rod Laver Drive, Olympic Park.

This update comprises the latest Financial Report 2022 as at 31st August 2022 as well as an update on the Budget 2023. A financial presentation with additional relevant information will be presented at the Council Meeting.

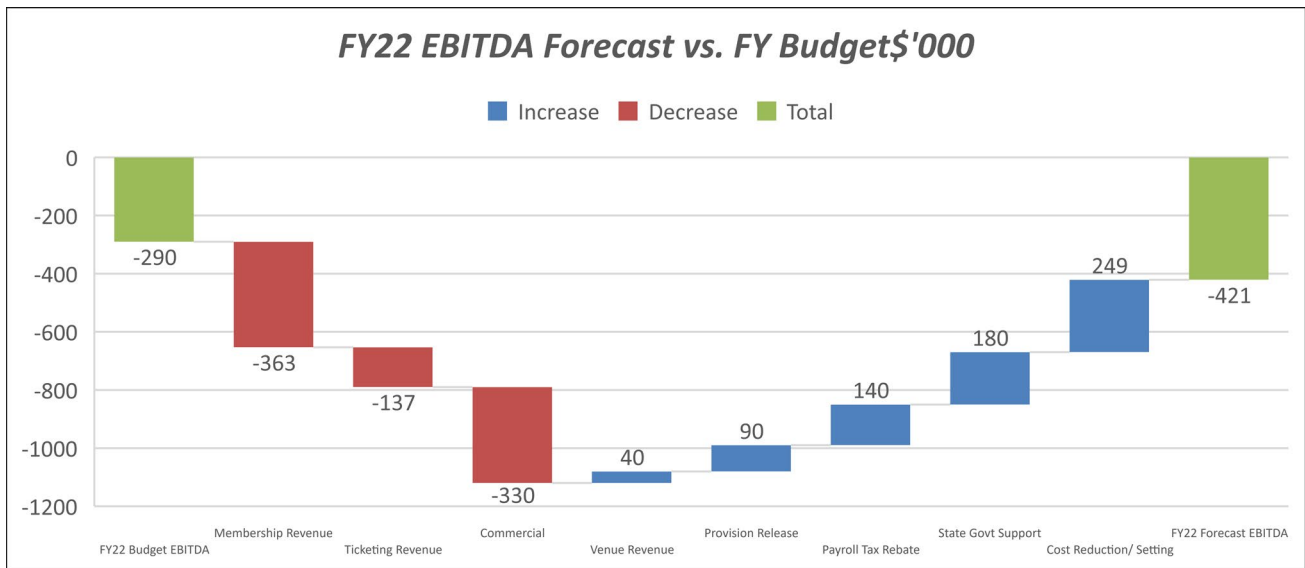
4.2.2 Financial Report: 8 months ended 31 August 2022

The finance report for the period ending 31 August 2022 is attached.

The report shows a current net asset position as at 31 August 2022 of \$28.5m and projected position of \$23.6m at year end date, 31 December 2022.

The 2022 full year forecast deficit (before interest & other income, depreciation and amortisation, “EBITDA”) is **-\$421k**. This compares to budget of **-\$290k** which therefore represents a negative projected variance to budget of **-\$131k**. We remain focused on achieving the best possible EBITDA result we can for 2022.

The chart below shows the variance between the 2022 budget and projected EBITDA as at 31 August 2022. The downside is part associated with challenges across membership & ticketing sales, reflecting the Suncorp Super Netball Season commencing earlier than usual (Birmingham Commonwealth Games) as well as a lack of resource allocated to this area at key parts of the membership program cycle (e.g. late 2021 and early 2022 largely due to the unforeseen future with COVID-19). In addition, we have seen lower Commercial revenue against budget across NNSW, partly reflecting the nature of the challenging post COVID-19 landscape within the sporting industry. We have also seen a number of upside items, e.g. active cost reduction/ resetting of \$249k as well as Government support of \$320k.



On the balance sheet, based on the August financial report the NNSW cash reserves are projected to decrease to \$2,366k as at 31st December 2022. This does represent a significant reduction from the cash balance of \$3,146k as at 31st December 2021. The main cause of this is this year's projected EBITDA deficit, along with necessary business capital works & purchases in the financial year.

NETBALL NSW MANAGEMENT ACCOUNTS: PERIOD ENDED 31 AUGUST 2022

The NSW Netball Association Limited Summarised Trading Statement (Profit & Loss) By Department, \$'000 For the period ending 31/8/2022	YTD Act Aug 2022	YTD Bud Aug 2022	Var YTD Act vs YTD Bud	2022 FY Fcast at Aug 2022	2022 FY Fcast at Jul 2022	FY Bud 2022	Var FY Fcast vs Prior FYF	Var FY Fcast vs Bud
1. Community, Competitions & Pathways								
Capitation and Affiliation	6,300	6,841	(541)	6,713	6,782	7,098	(70)	(385)
Competitions Revenue	770	740	30	907	897	879	11	28
Other Revenue	649	667	(18)	1,000	1,021	962	(21)	38
Community and Pathways Revenue	7,719	8,248	(529)	8,620	8,700	8,938	(80)	(318)
NA Contributions	(353)	(358)	5	(476)	(476)	(476)	(0)	(0)
Insurance	(424)	(410)	(15)	(520)	(520)	(533)	0	13
Competitions Expenses	(636)	(806)	170	(853)	(840)	(875)	(13)	22
Salaries & Wages	(1,479)	(1,629)	150	(2,432)	(2,451)	(2,584)	19	151
Other Expenses	(542)	(787)	245	(1,183)	(1,217)	(1,480)	34	298
Community and Pathways Expenses	(3,435)	(3,990)	555	(5,464)	(5,504)	(5,948)	40	484
Community, Competitions and Pathways Profit / (Loss)	4,284	4,258	26	3,156	3,196	2,990	(40)	166
2. NSW Swifts - SSN Operations								
NA Funding	760	760	0	760	760	760	0	0
Sponsorship & Merchandise	1,222	1,295	(73)	1,368	1,387	1,350	(19)	18
Membership & Ticketing	973	1,242	(269)	973	974	1,242	(1)	(269)
Other Revenue	13	35	(22)	72	67	65	5	6
NSW Swifts - SSN Operations Revenue	2,969	3,332	(363)	3,173	3,188	3,417	(15)	(244)
NA Funding	(70)	(110)	40	(110)	(110)	(110)	0	0
Player Contract Expenses	(554)	(565)	1	(889)	(889)	(894)	0	5
Team, Management, Coaches and Support Staff	(1,354)	(1,391)	28	(2,254)	(2,254)	(2,166)	0	(87)
Game Day, Membership & Marketing Expenses	(883)	(857)	(26)	(919)	(910)	(895)	(9)	(24)
Other Expenses	(207)	(289)	82	(344)	(341)	(360)	(3)	16
NSW Swifts - SSN Operations Expenses	(3,068)	(3,213)	145	(4,516)	(4,504)	(4,426)	(12)	(90)
NSW Swifts - SSN Operations Profit / (Loss)	(99)	120	(219)	(1,343)	(1,316)	(1,009)	(28)	(334)
3. GIANTS Netball - SSN Operations								
NA Funding	760	760	0	760	760	760	0	0
Sponsorship & Merchandise	1,103	947	156	1,325	1,325	1,623	(0)	(297)
Membership & Ticketing	495	730	(235)	495	495	730	0	(235)
Other Revenue	46	81	(35)	105	105	111	0	(6)
GIANTS Netball - SSN Operations Revenue	2,404	2,518	(114)	2,686	2,686	3,224	0	(538)
NA Funding	(70)	(110)	40	(110)	(110)	(110)	0	0
Player Contract Expenses	(607)	(549)	(58)	(935)	(906)	(885)	(30)	(50)
Team, Management, Coaches and Support Staff	(1,178)	(1,283)	106	(2,021)	(2,023)	(2,077)	2	56
Game Day, Membership & Marketing Expenses	(746)	(709)	(36)	(845)	(846)	(807)	1	(38)
Other Expenses	(247)	(267)	20	(311)	(315)	(327)	5	17
GIANTS Netball - SSN Operations Expenses	(2,847)	(2,918)	72	(4,222)	(4,200)	(4,206)	(22)	(16)
GIANTS Netball - SSN Operations Profit / (Loss)	(442)	(400)	(42)	(1,536)	(1,514)	(982)	(22)	(554)
4. Netball Central								
Netball Central Revenue	888	880	8	1,319	1,320	1,228	(1)	91
Netball Central Revenue	888	880	8	1,319	1,320	1,228	(1)	91
Insurance	(96)	(99)	4	(142)	(142)	(149)	0	6
Netball Central Expenses	(770)	(760)	(10)	(1,173)	(1,169)	(1,135)	(5)	(38)
Netball Central Expenses	(866)	(859)	(6)	(1,316)	(1,311)	(1,284)	(5)	(32)
NNSW Business Operations & Netball Central Profit / (Loss)	23	21	2	3	9	(56)	(6)	59
5. NNSW Business Operations								
Commercial & Sponsorship	581	451	129	815	937	789	(122)	27
NNSW Business Operations Revenue	581	451	129	815	937	789	(122)	27
Commercial, Sponsorship, Events, Media	(102)	(209)	106	(305)	(344)	(431)	39	126
Administration Expenses	(647)	(745)	99	(1,265)	(1,273)	(1,491)	8	227
NNSW Business Operations Expenses	(749)	(954)	205	(1,570)	(1,617)	(1,922)	47	353
NNSW Business Operations & Netball Central Profit / (Loss)	(168)	(503)	334	(755)	(680)	(1,134)	(75)	379
EBITDA before Extraordinary Items	3,597	3,495	101	(475)	(304)	(190)	(170)	(285)
JobKeeper	0	0	0	0	0	0	0	0
JobSaver	0	0	0	0	0	0	0	0
State Government Financial Support	180	0	180	180	180	0	0	180
Associations Initiatives	(43)	(25)	(18)	(93)	(93)	(100)	0	7
Exceptional Operating	(33)	0	(33)	(33)	(33)	0	0	(33)
Exceptional Costs (Equalisation share)	0	-	0	0	0	0	0	0
Consolidated Netball NSW EBITDA*								
Revenues	14,741	15,430	(689)	16,793	17,011	17,596	(218)	(803)
Expenses	(11,040)	(11,959)	919	(17,214)	(17,261)	(17,886)	47	672
EBITDA*	3,701	3,470	230	(421)	(250)	(290)	(170)	(131)
Interest	(4)	(6)	2	(37)	(38)	(39)	1	2
Depreciation	(1,280)	(1,323)	44	(2,020)	(2,037)	(2,064)	17	44
Grand Total Profit / (Loss)	2,417	2,141	276	(2,478)	(2,326)	(2,392)	(152)	(86)

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

THE NEW SOUTH WALES NETBALL ASSOCIATION LIMITED
BALANCE SHEET
As at 31 August 2022

\$'000	Act 31 Aug 2022	Act 31 Jul 2022	Var Aug 2022 v Jul 2022	Fcast 31 Dec 2022	Act 31 Dec 2021
Current Assets					
Cash Assets	4,584	4,904	(321)	2,366	3,146
Accounts Receivable	217	1,580	(1,363)	412	304
Inventories	(53)	7	(60)	5	5
Other Current Assets	2,101	447	1,654	304	264
Total Current Assets	6,849	6,939	(90)	3,087	3,719
Non-Current Assets					
Fixed assets (at WDV)	24,755	24,840	(85)	23,995	25,709
Right of Use Asset	833	833	0	794	833
Netball Central Sinking Fund	149	149	0	149	149
Total Non-Current Assets	25,737	25,822	(85)	24,938	26,691
Total Assets	32,585	32,760	(175)	28,025	30,410
LIABILITIES					
Current Liabilities					
Accounts Payable	1,457	1,006	451	820	903
Other Creditors	312	565	(253)	730	594
Income in advance	323	329	(6)	1,082	1,077
State Government Funding	289	289	0	0	0
Loans and Borrowings	90	90	0	57	93
Lease Liability	64	64	0	58	64
GST payable/(receivable)	21	(34)	55	57	(0)
PAYG/FBT/Payroll Tax Payable	4	2	2	4	4
Superannuation contributions payable	130	64	67	203	191
Provision for employee entitlements	379	368	11	388	309
Total Current Liabilities	3,069	2,742	327	3,399	3,235
Non-Current Liabilities					
Loans and Borrowings	88	99	(12)	91	148
Lease Liability	742	754	(11)	727	792
Provision for employee entitlements	145	141	4	161	111
Security Deposit Bond	24	24	0	24	24
Total Non-Current Liabilities	999	1,018	(19)	1,003	1,074
Total Liabilities	4,068	3,761	308	4,402	4,309
NET ASSETS	28,517	29,000	(482)	23,623	26,101
EQUITY					
Retained earnings	26,101	26,101	0	26,101	28,487
Current year profit/(loss)	2,417	2,899	(482)	(2,478)	(2,386)
TOTAL EQUITY	28,517	29,000	(482)	23,623	26,101

4.2.3 Budget for the Financial Year ending 2023

The budget for 2023 is well advanced, with a focus on returning the business towards a breakeven and sustainable position in the near term.

More details on the budget for 2023 will be provided in the Council Meeting.

4.2.4 Proposed 2023 NNSW Affiliation & Membership Fees

Affiliation Fees

Table A: Proposed increase of 5% on 2022 fees for 2023 Association Affiliation fees

2023 NNSW Proposed Affiliation Fee	2022 fee (excl GST)	2023 fee (excl GST)	% Increase
Membership up to 500 individuals	\$94.05	\$98.75	5%
Membership 501-1000 individuals	\$188.10	\$197.51	5%
Membership 1001-2000 individuals	\$250.80	\$263.34	5%
Membership 2001 individuals and over	\$376.20	\$395.01	5%

Table B: Proposed increase of 5% on 2022 fees for 2023 Organisation Membership fees

2023 NNSW Proposed Organisation Membership Fees	2022 fee (excl GST)	2023 fee (excl GST)	% Increase
Community Member	\$454.54	\$477.27	5%
Interested Member	\$681.81	\$716.36	5%

Recommendation:

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

“THAT the Proposed 2023 Netball NSW Affiliation and Membership Fees are accepted.”

4.2.5 Proposed 2023 NNSW Season Membership Fees

The table below shows the proposed membership fees for the various membership categories to be collected by NNSW in 2023 (white row). The fees from 2022 are represented in the blue row and the difference between the 2023 and 2022 fees are in the bottom two rows in red. Figures exclude GST.

The proposed fees to be charged by NNSW represent an increase in all categories (as below);

	Senior	Senior Summer	Junior	Junior Summer	NetSetGo	Non-Player	All Abilities
2023 NNSW Fee (Proposed)	\$85.99	\$61.04	\$66.39	\$45.90	\$37.99	\$44.55	\$29.86
2022 NNSW Fee (Actual)	\$81.65	\$57.59	\$62.94	\$43.34	\$36.94	\$42.77	\$28.18
NNSW Fee Difference	\$4.34	\$3.45	\$3.45	\$2.56	\$1.05	\$1.78	\$1.68
% Increase	5%	6%	5%	6%	3%	4%	6%

Recommendation:

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

“**THAT** the Proposed 2023 Netball NSW Season Membership Fees are accepted.”

4.2.6 Competition Fees 2023

Following are the Competition fees for 2023:

Competition	Per	2022 fee (excl GST)	2023 fee (excl GST)	% Increase
Senior State Titles	Team	\$309.09	\$324.55	5%
Junior State Titles	Team	\$309.09	\$324.55	5%
Masters State Titles	Team	\$309.09	\$324.55	5%
Regional League <i>*competition entry fee only</i>	Team	\$181.82	\$190.91	5%
Summer Series	Player	\$86.36	TBC	
Metro League	Player	\$113.64	\$119.32	5%
Mens Metro League	Player	\$100.00	TBC	
Regional State Cup <i>*competition entry fee only</i>	Player	\$90.91	\$95.46	5%
Social Masters	Player	\$86.36	\$90.68	5%

Timothy Brown
Chief Financial Officer

4.3 CEO's Operational Report

I look forward to attending my first NNSW Council Meeting and will provide a detailed operational update at the meeting, with a presentation to be circulated to participants following.

Having commenced the CEO role in July 2022, following an opportunity to undertake the role of Executive General Manager of the NSW Swifts, my immediate focus has been to:

- (a) identify and action the key operational and strategic matters which require immediate attention; and
- (b) prioritise material People and Culture matters to seek to ensure stabilisation and sense of optimism and passion for our mission ahead.

I am looking forward to working with all key stakeholders in our Netball in NSW ecosystem to ensure we deliver against our purpose to lead and support our netball community to grow and thrive.

Reported below is a summary update from NNSW's respective Executive General Managers with a more detailed update to be provided at the Council Meeting.

4.3.1 Commercial and Marketing

Partnerships

Sponsorship revenue has dipped slightly year-on-year in 2022, mainly due to the loss of Nissan as a NNSW Partner and several partnerships decreasing their investment or remaining flat.

The majority of Partners across NNSW are up for renewal at the end of 2022 and positively, we have received promising feedback in response to the valuation and brand strategy projects conducted in 2021, which are informing many of our renewal discussions. Partners understand and appreciate the due diligence conducted by NNSW to inform our value proposition and in turn, opportunities for Partners to align and leverage netball's audiences and brands at investment that is commensurate with the value provided. This is consistently resulting in requiring an increased investment from Partners to ensure collectively that we are growing the sport and investing back into our netball community.

Equally, our value proposition is resonating with prospective new Partners, that we hope to introduce into NNSW to drive further revenue and investment across our Associations and participants.

4.3.2 Community & Pathways

Competitions

2022 saw the return and full seasons of NNSW's Origin Energy Premier League, DOOLEYS Metro League and the HART Regional League. HART Senior State titles were successfully completed with the inclusion of Men's division competition for the first time. Sadly, HART Junior State titles were called off after day one due to safety concerns around dangerous weather and travel conditions.

September 2022 also saw the commencement of the inaugural Men's Metro League kick off with teams competing across Division 1 & 2 from a number of associations.

Performance & Pathways

After the cancellation of the National Championships in 2020 and 2021 all athletes, umpires and coaching staff were thrilled when they arrived in Hobart, Tasmania for the 2022 Australian National Championships. After years of hard work and dedication both the 17U and 19U had some really tough competition over the

week and both teams were undefeated coming into the finals series. They were exceptional throughout the campaign wearing the Waratah with pride and representing NNSW both on and off the court. Both teams were known for their skill, speed and strength and were very calm under pressure which was the foundations that saw both teams win the Grand final and claim the gold medals for NSW. Winning gold in both the 17U & 19U in the same year is something that NSW has not achieved since 2012, so a very proud moment and reward for everyone involved for this fabulous result. In recognition of our athletes and coaching staff, NNSW had 18 athletes and 4 Umpires announced or invited to attend the Australian squad camps in 17U, 19U & 21U and all athletes were categorised as future potential. Throughout 2022 we had 7 contracted Umpires within the Suncorp Super Netball Competition and 4 of those were a part of the finals series with 5 umpires currently involved at the international level.

2022 also saw the inaugural competition of Regional State Cup take place after 2 years of cancellation due to covid. Throughout the year at all Regional League competitions, 12 of the best athletes, coaches and umpire were selected to represent their region. This competition is aimed at 16–22-year-old athletes, providing opportunities for these athletes, coaches and umpires to come together and be mentored by some of NNSW's best the winners in 2022 were Hunter with West Central West Runners up.

Community

The Community team continued their great work in engaging schools after a tough 6 months prior, through school clinics, the Sporting Schools program and the Schools Cup competition. In terms one to three alone, NNSW interacted with over 36,000 students across the state.

Play HQ rollout and support sessions were a major focus early in the year as associations and clubs were onboarded. The team also delivering our March Regional roadshows across the state engaging our NNSW community and stakeholders in building growth initiatives.

As winter season came to an end, the team shifted focus to assist associations in promoting Spring season competitions and bringing participants back to netball.

4.3.3 People & Culture

Overview

Our focus for People & Culture in the short to medium term is to support the business to stabilise and grow as we continue to recalibrate from the disruption of Covid-19.

In summary, our priority has been to reset expectations and ensure we have the right people in the right roles, re-align and support our employees to focus on the right priorities; and to retain our talent and support our employees' ongoing development, within a complex and tight labour market.

We have implemented multiple people and culture strategies over the past 12 months to cultivate excellence, care and optimism which has been led by our newly formed executive leadership team. These initiatives have included, an End of Season Culture Review for both Clubs, Welcome @ NNSW Onboarding program for all new starters, Centre for Excellence Intern Program, a six-month Emerging Leaders Mentoring Program, an accelerated leadership coaching program for all existing leaders.

Our recent NNSW Annual Engagement Survey will provide a baseline measure to assess our organisational effectiveness and will enable 'fit for purpose' interventions to be actioned in 2023 in alignment to the NNSW revised business strategy.

4.3.4 Venue

Overview

Netball Central continues to provide world class spaces for NNSW elite teams, pathways squads and competitions to utilise while significantly contributing to NNSW revenue via external court hire to a diverse range of sports and commercial hirers. As of 1 October, just over 205,000 people had come through the front doors of Netball Central which is a massive 80% increase on the same time in 2021.

The venue was utilised in September for 15 consecutive days by FIBA as the exclusive training centre for all 12 teams competing at the 2022 Women's Basketball World Cup held in Sydney Olympic Park. The venue team worked tirelessly across the period to assist in delivering the most successful Women's Basketball World Cup event to date. A proud achievement!

4.3.5 Suncorp Super Netball

NSW Swifts

The NSW Swifts made a strong and bold return to Ken Rosewall Arena (KRA) in 2022 with the return to a full season of home and away matches of Suncorp Super Netball (SSN). On court, the loss of Sam Wallace in Round 1 of competition was challenging, but also presented the team with the opportunity to introduce new talent to the competition and celebrate these rising stars. The Swifts debuted New South Wales athletes Lili Gorman-Brown of the Sutherland Shire in Round 2, Sophie Fawns hailing from regional Wagga Wagga in Round 2 and Teigan O'Shannassy from Manly-Warringah in Round 3, with Sophie going on to earn a full time spot on the roster. The team battled hard throughout the regular season and it was a mere single goal that saw the Club miss on the 2022 Final Series.

Once again, the NSW Swifts set League records with the largest regular home game attendance of the SSN season at KRA in Round 14 against Queensland Firebirds – with a record crowd of 8,236 in 2022. The NSW Swifts continue to be fan engagement innovators with the introduction of new fan engagement experiences (bringing fans closer to the action and team connections), new seating categories to engage members (in Yellow Diamond and Diamonds) and honouring the 26 years of legacy of the Swifts Club through Heritage Round was a highlight for Alumni, netball community and members-alike. Producing quality netball to enjoy, fan engagement and memory-making experiences are at the core of the Swifts Club purpose and will continue to develop and grow in 2023 and beyond.

GIANTS Netball

On-court, the GIANTS season was certainly a tale of two halves with COVID-19 hitting the squad in the early part of the season resulting in a slow start, but a strong end to the season saw the GIANTS secure a top four finish and the right to host the Magpies in a Semi Final at Ken Rosewall Arena. The team were one step away from appearing in back-to-back Grand Finals with an agonising one-goal loss to the Melbourne Vixens in the Preliminary Final.

The GIANTS roster is unchanged for 2023 as they look to go one step further and secure that elusive first SSN title with a continued focus on strongly supporting the NNSW development pathway with 9 of the 10 players hailing from NSW. Sophie Dwyer, Amy Parmenter and Jamie-Lee Price were all selected as part of the Diamonds squad while captain Jo Harten represented England Roses.

Off-court, with COVID-19 restrictions easing, the GIANTS playing group spent almost 300 hours at more than 25 Associations across NSW with the GIANTS' focussing on connecting their players with the grassroots

netballers and to ensure younger players across the state can see what they can be. This will remain a key objective in 2023.

Tracey Scott

Chief Executive Officer

4.4 Appeals Tribunal Report – 2022 Competitions

2022 Senior State Titles

Appeals Tribunal Members: Carol Murphy (Chair), Bec McKenzie and Chris Miles

Association	Age Group	From	To	Result
Maitland	Opens	1	2	Denied
Bellingen	17U	2	3	Denied
Cessnock	17U	2	3	Denied
Goulburn & District	17U	3	4	Upheld
Griffith	17U	2	3	Denied
Hastings Valley	17U	3	2	Denied
Kurri Kurri	17U	2	3	Denied
Lismore & District	17U	2	3	Denied
West Wyalong	17U	4	3	Upheld
Southern Highlands	17U	2	3	Withdrawn
Casino	15U	3	4	Denied
Cessnock	15U	2	3	Denied
Charlestown	15U	1	2	Denied
Coffs Harbour	15U	2	3	Denied
Dubbo	15U	2	3	Denied
Goulburn & District	15U	3	4	Denied
Lismore & District	15U	2	3	Denied
Wollondilly	15U	3	4	Denied

2022 Junior State Titles

Appeals Tribunal Members: Carol Murphy (Chair), Jo-Anne Perry and Chris Miles

Association	Age Group	From	To	Result
Mount Druitt	14U	2	4	Upheld (D2-D3 only)
Quirindi	13U	3	4	Upheld
West Wyalong	12U	3	4	Denied

I would like to take this opportunity to thank the appeal members of the Competitions Appeals panels in 2022.

Claire Dale
Competitions Manager

5. Applications for Membership

Walgett Netball Association have submitted an application to become a Full Affiliate of NNSW. The affiliation application is attached.

NNSW Affiliation Application – Walgett Netball Association

Walgett Netball Association have submitted an application to become a Full Affiliate of NNSW.

Walgett had previously been an affiliate and although we can't find the exact records this discontinued around 10 years ago due to lack of numbers. Walgett has been able to successfully get a competition back up and running and have been doing this via the Coonamble Netball Association which is located 113 km from Walgett but after 3 years they would like to be an Affiliate in their own right.

No other Affiliates this has been discussed with have an issue and Coonamble are in support so that the Walgett Competition no longer has to run under them.

The NNSW Board has approved this application to be put to Council at the 5 November 2022 Meeting in line with clause 3.3 of the NNSW Affiliation and Membership Policy.

Netball NSW Council

June 2022

Re: Proposal – Walgett Netball Association

Thank you for taking the time to consider our proposal for a new netball association in the Walgett Shire – Walgett Netball Association.

PURPOSE

Walgett Shire is located in North West New South Wales and covers an area of approximately 22,000 square kilometers. The Shire is best known for its agriculture and opal mining. The township of Walgett is home to approximately 2,300 residents.

Primarily due to its location Walgett Shire has limited sporting opportunities particularly for women. There is an identified need for more sporting opportunities in the Walgett Shire. Walgett Netball Association (WNA) has been operating for a number of years, under the banner of Coonamble Netball Association.

Walgett Netball boasts a strong women's competition with 50+ women participating in weekly games each winter season. In recent years a mixed competition and junior development programs, including NetSetGo have also been successful.

WNA is run by a small, yet passionate committee that are committed to providing physical and social activities, particularly for women and juniors across our Shire.

Assisting disadvantaged communities

Walgett is listed as one of the most disadvantaged communities in NSW, with many families not able to provide the financial commitment required to register or travel to neighbouring shires to participate in netball. Walgett Netball Association utilises the multipurpose courts at the Walgett District Sporting Club for both junior and senior netball, which is walking distance from the CBD and promotes the use of NSW Government Active Kid Vouchers for registrations. We believe these factors assist to minimise financial impacts of registration and travel costs to underprivileged families.

Pathways for Development

Walgett has established Ruby Union and Rugby League football clubs, with healthy participation in both junior and senior grades. Junior league plays under the Barwon Darling competition and often hosts home games of both junior league and junior netball. Home games are held at the Walgett sporting ovals, which is managed by the Walgett Shire Council. It has been recently announced that Council was successful in its application for funding to upgrade the courts at the ovals. The grant will fund 4 multipurpose courts,

lighting, new toilet facilities and fencing. It is our vision that once established, Walgett Netball Club will run competitive games in conjunction with the Walgett junior league to provide our club members exposure to competitive netball games across the region.

Promoting Inclusiveness

Walgett is situated on Kamilaroi Land and has a high indigenous population. Indigenous culture is readily acknowledged and celebrated within the Walgett Shire. Various events are held each year across the shire to recognise and highlight cultural importance and heritage. There are significant sporting competitions hosted in Walgett in honour of indigenous people. The Jenny Wright Shield is an annual netball gala day that attracts strong junior participation.

Walgett Netball Association invites and encourages participation from all cultural backgrounds. We promote equal and fair rights to all club members. We have a number of indigenous players (both junior and senior) that have outstanding natural netball ability, and hope to provide them with opportunities to participate in future indigenous netball competitions.

MEMBERSHIP

Walgett Netball Association currently has 73 registered junior and senior players. This number is considerably lower than previous years, we believe COVID-19 has impacted registration and participation in the 2022 season.

It is anticipated that participation levels will increase in the coming seasons. The committee is committed to ensuring registration costs are affordable for everyone. We plan to submit applications for financial assistance to Council under their Community Assistance Scheme and approach local business houses for sponsorship. We aim to utilise grant and sponsorship funds to reduce overhead costs such as equipment renewal costs, court fees and umpiring (WNA engages qualified umpires to umpire finals in senior netball competitions).

To further ensure the long jeopardy of our club, we will encourage parent involvement and participation. It is hoped that we may be able to hold coaching courses for volunteers who are willing to assist with our junior netball programs.

OTHER NETBALL NSW AFFILIATED ASSOCIATIONS

Walgett Netball Association will be the only operating netball association with in the Walgett Shire. In neighbouring Shires, Coonamble Netball Association is located approximately 113kms south of Walgett and Narrabri Netball Association is 175.5km east of Walgett. Due to the large distances between the shire borders, we believe no impact will be imposed on existing associations in Coonamble or Narrabri.

ASSOCIATION CONTACTS

President

Tara Schiller

123tara@live.com

Secretary/Treasurer

Rebecca Wilson

becjones87@hotmail.com

Ordinary Committee Member

Laura Wilson

wilson_laura@y7mail.com

ATTACHMENTS

Letters of support from; Central North Police District

St Joseph's Catholic School

Walgett Dragons Junior Rugby League

Thank you for taking the time to read our application. We believe we have the ingredients (committed and hard-working committee, dedicated volunteers, strong senior and junior participation and modern court facilities) to ensure Walgett Netball Association has a long viable future and we hope you will look favourably to our application.

6. Notices of Motion

6.1 Proposed NNSW Constitution Changes

6.1.1 Clause 9.3 Applications for Affiliate Members

Moved by the Board of Directors and seconded by the Board of Directors that Clause 9.3 of the NNSW Constitution be adopted as below and as per the attached documents (Attachment 1 proposed clean copy & Attachment 2 compare changes).

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 a~~ Council Meeting ~~each year~~ in accordance with clause 9.3 b);
 - 3. Lodged with the Company Secretary ~~by 1 April in each year~~ at least 90 days prior to the ~~Council Meeting at which the application is to be considered; and~~
 - 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 a~~ Council Meeting each year.

Rationale

Under the current Constitution, new Affiliate Members can only go to the final Council Meeting of the year for approval. This clause has been re-drafted to allow applications to come to any Council meeting of the year so that prospective new Affiliate Members have more opportunities to apply and be considered by the Council.

6.1.2 Clause 9.5 Individual Membership

Moved by the Board of Directors and seconded by the Board of Directors that Clauses 9.5 and 10.1 of the NNSW Constitution be adopted as below and as per the attached documents (Attachment 1 proposed clean copy & Attachment 2 compare changes).

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 ~~or directly with the Company~~;
 - 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). 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.

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 **or the Company** and is suspended by that Affiliate Member **or the Company** for a period of 12 months or more in accordance with any relevant policy of the Affiliate Member, or the Company, in force from time to time.

Rationale

These changes are being proposed so that individual members are able to be registered directly with NNSW. This amendment would enable NNSW to run introductory programs to attract new participants in locations and areas where no program or competition is currently being run. For example, if there was no club/association available or a club/association did not have the necessary resourcing or capacity to run a particular program/competition. In those cases, NNSW could assist in the running of these programs or competitions. The intent would then be to either integrate those participants into existing club and association pathways, or support in the rebuild and/or creation of a club/association (for example Fairfield netball courts post the closure of the Association).

This would create opportunities for NNSW to innovate our product range as well as fill gaps in program and product offerings (for example term-by-term and/or Spring competitions currently being serviced by commercial/private operators) and to bring participants into the Netball in NSW eco-system. The benefits of this would include supporting grassroots growth and attracting new participants to clubs and associations.

The intent here is absolutely not to compete with existing associations and/or programs for their participants, but rather to grow the game by attracting new participants and trialling 'test-and-learn' opportunities without adding extra burden to clubs and associations. The intention and focus is very much about collaboratively looking for opportunities to attract new participants, with a view to integrating them into clubs and associations.

It is also proposed that the name of this clause be amended to reflect the fact that this clause does not deal solely with membership renewals.

6.1.3 Clauses 14.3 Qualification of Directors

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

14.3 Qualifications of Directors

Subject to the provisions of clause 14.1~~24~~ 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; ~~and~~
- e) **Must not have been the CEO of the Company within the previous 3 years.**

Rationale

The amendment proposed to Clause 14.3 is to ensure NNSW aligns with modern governance standards outlined in the Sports Governance Standards to ensure the CEO is unable to become a Board member until a minimum of three years after they have concluded their CEO tenure.

6.1.4 Clause 14.5 Term of Elected Directors

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

14.5 Term of Elected Directors

- a) Elected Directors are elected, subject to clause 14.4 5b) 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 purpose 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 14.45 b) notwithstanding that this may occur during a term referred to in clause 14.45 a). The casual vacancy arising from such resignation will be filled in accordance with clause 14.68.
- d) Despite clause 14.45 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 ~~12 months~~ **three years**, following that period during which they held office.

Rationale

This clause has 2 changes:

- 1) to remove a clause which is no longer required as no board members are affected; and
- 2) to change the period a director who has reached maximum tenure needs to stand down for before being eligible to be re-elected. With respect to increasing the period from 12 months to three years, this is to ensure we align with modern governance standards outlined in the Sports Governance Standards.

6.1.5 Clause 14.6 Nominations Committee

Moved by the Board of Directors and seconded by the Board of Directors that a new Clause 14.6 of the NNSW Constitution be adopted as below and as per the attached documents (Attachment 1 proposed clean copy & Attachment 2 compare changes).

14.6 Nominations Committee

- a) A Nominations Committee shall be formed, the role of which shall include the task of identifying candidates to fill Director vacancies (including casual vacancies) and assessing all nominees for Director vacancies. The Nominations Committee has the power to determine that a nomination is unsuitable for further consideration by the Company, the Directors or the Members (as applicable) but only if this decision is unanimous.
- b) The Nominations Committee shall comprise three persons, all appointed by the Directors including an independent chair, a Member representative and a Director. The complete and specific duties, functions and rules of the Nominations Committee are defined in the Nominations Committee charter.
- c) The Nominations Committee must utilise a skills matrix as part of its assessment of nominees for Director vacancies.

Rationale

This clause has been proposed to be introduced to bring the NNSW Nominations process in line with the Sports Governance Standards.

This provides independence to the Nominations process by having an independent chair, a Member's representative and a Board member. This Committee is required to use a skills matrix as part of the assessment process and will be empowered to determine that a nomination is unsuitable for further consideration by the Company if this is a unanimous decision of all three Committee members.

Please note that based on feedback received from Affiliates during the Governance Reform Consultation process, the decision has been made to remove the reference to a "Directors Representative", which was included in the clause presented for consultation. This change has been reflected in the above proposed new clause.

6.1.6 Clause 16 Chairperson and Deputy Chairperson

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

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~~ 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 a ~~n-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.

Rationale

The role of the Chairperson includes facilitating proper information flow to the Board, facilitating the effective functioning of the Board including managing the conduct, frequency and length of Board meetings and communicating the views of the Board, in conjunction with the CEO, to the organisations stakeholders. By limiting who can be Chair to only Elected Directors this may mean the most appropriately skilled Director may be ineligible to hold the role.

NNSW moved to the Board appointing the Chairperson in 2021 and the Board feel to meet requirements of the role it would be best that all Directors would have the opportunity to be the Chair and not just Elected Directors. This would also ensure NNSW aligns with modern governance standards outlined in the Sports Governance Standards.

6.1.7 Clauses 14.2 Director Positions, 14.4 Transitional arrangement for number of Elected Directors and 14.17 Appointment of Appointed Director

Moved by the Board of Directors and seconded by the Board of Directors that Clauses 14.2, 14.17, and the new 14.4 of the NNSW Constitution be adopted as below and as per the attached documents (Attachment 1 proposed clean copy & Attachment 2 compare changes).

14.2 Director Positions

Subject to clauses 14.45, the Company's board will consist of **no less than seven and no more than nine Directors comprising:**

- a) ~~Six Seven~~ Elected Directors, elected in accordance with clause 14.57; and
- b) Up to ~~three two~~ Appointed Directors **appointed** in accordance with clause 14.17.

14.4 Transitional arrangement for number of Elected Directors

At the 2023 Annual General Meeting, there will be an election for one Elected Director, rather than two.

14.17 Appointment of Appointed Director

- a) The Directors may appoint up to ~~two three~~ 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 14.45.
- 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

The insertion of the new clause 14.4 and proposed amendments to the other clauses are to ensure NSW starts to move towards the best practice recommendation in the Sports Governance Standards.

The role of an Appointed Director is to fill a skills gap that exists within the Board. For example, finance, legal, digital, etc. Appointed Directors are appointed for a term of up to 2 years for a maximum tenure of 6 years (rather than 3 year terms and a maximum of 9 years for an Elected Director).

The Sports Governance Standards state that the Board should have a composition which incorporates both elected and appointed directors and recommends that a Board should have more than 40% appointed but the majority should still be elected.

Whilst the initial proposal would have aligned to this, taking into account the feedback received by the Board during the Governance Reform Consultation process, we have amended the proposal as it was consulted on (five elected directors and up to four appointed directors) to the above clause, which will result in a Board composition of up to six Elected Directors and up to three Appointed Directors. This change has been made to reflect the feedback that was provided by Affiliates that, although comfortable with one additional (3rd) Appointed Director position, they would like further time to be consulted on the additional (4th) Appointed Director position once the other reforms and revised nominations processes are operating, as outlined in the balance of these motions.

As a result, if this motion is carried, only one Elected Director will be eligible for election at the March 2023 AGM rather than two. Following the 2023 AGM the Board will then be eligible to appoint its third Appointed Director.

The proposed 4th Appointed Director position on the Board was not intended to take effect until the 2024 AGM in any event so, after listening to our members and taking their feedback into account, we put forward this motion only for the reduced number and intend to continue to consult on the additional part of the reform package further next year.

6.1.8 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 Clean Constitution.
- Attachment 2: Comparison with Current Constitution.

7. General Business

7.1 Presentation: NNSW Draft Strategic Plan 2023-2025

For presentation and discussion at the meeting.

7.2 Presentation: NNSW Community Update

For presentation at the meeting.

7.3 Presentation: NNSW Commercial & Marketing Update

For presentation at the meeting.

7.4 Presentation: NSW Swifts Update

For presentation at the meeting.

7.5 Presentation: Giants Netball Update

For presentation at the meeting.



netball
NEW SOUTH WALES

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 14.17.

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 14.7.

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.

Nominations Committee means the Nominations Committee established by the Directors under clause 14.6.

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 14.9;
- 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 a Council Meeting in accordance with clause 9.3b);
 3. Lodged with the Company Secretary at least 90 days prior to the Council Meeting at which the application is to be considered;
 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 a Council Meeting.
- 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

- 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 or directly with the Company;
 2. Otherwise remain registered as a member of an Affiliate Member or directly with the Company 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 or the Company and is suspended by that Affiliate Member or the Company for a period of 12 months or more in accordance with any relevant policy of the Affiliate Member, or the 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 clause 14.5, the Company's board will consist of no less than seven and no more than nine Directors comprising:

- a) Six Elected Directors elected in accordance with clause 14.7; and
- b) Up to three Appointed Directors appointed in accordance with clause 14.17.

14.3 Qualifications of Directors

Subject to the provisions of clause 14.14 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;
- 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; and
- e) Must not have been the CEO of the Company within the previous three years.

14.4 Transitional arrangement for number of Elected Directors

At the 2023 Annual General Meeting, there will be an election for one Elected Director, rather than two.

14.5 Term of Elected Directors

- a) Elected Directors are elected, subject to clause 14.5 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.
- 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 14.5 b) notwithstanding that this may occur during a term referred to in clause 14.5 a). The casual vacancy arising from such resignation will be filled in accordance with clause 14.8.
- d) Despite clause 14.5 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 three years, following that period during which they held office.

14.6 Nominations Committee

- a) A Nominations Committee shall be formed, the role of which shall include the task of identifying candidates to fill Director vacancies (including casual vacancies) and assessing all nominees for Director vacancies. The Nominations Committee has the power to determine that a nomination is unsuitable for further consideration by the Company, the Directors or the Members (as applicable) but only if this decision is unanimous.
- b) The Nominations Committee shall comprise three persons, all appointed by the Directors including an independent chair, a Member representative and a Director.

The complete and specific duties, functions and rules of the Nominations Committee are defined in the Nominations Committee charter.

- c) The Nominations Committee must utilise a skills matrix as part of its assessment of nominees for Director vacancies.

14.7 Procedure for election of Elected Directors

- a) The Returning Officer must, by 21 days written Notice, advise Members of an election of Elected Directors to be held 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.

14.8 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).

14.9 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.

14.10 Directors' Meetings

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

14.11 Quorum

- a) The Directors may meet together for the dispatch of business, adjourn or otherwise regulate their meetings and proceedings as they think fit. The quorum necessary for the transaction of business will not be less than five Directors.
- 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 14.13, 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 14.11 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.

14.12 Directors Entitled to Vote

Subject to clause 14.13, all Directors are entitled to vote at the meetings of the Directors.

14.13 Interested Directors

- a) A Director who has a material personal interest in a matter that is being considered at a Director's meeting must not:
1. Be counted in the quorum of Directors while the matter is being considered at the meeting;
 2. Be present while the matter is being considered at the meeting; or
 3. Vote on the matter,

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

- b) If a Director gains a personal interest in a contract or arrangement which the Company has already entered into, the Director must declare that interest in accordance with clause 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 14.13.

14.14 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.

14.15 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.

14.16 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.

14.17 Appointment of Appointed Director

- a) The Directors may appoint up to three 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 14.5.
- 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 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 a 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
NEW SOUTH WALES

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~~17.

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~~7.

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.

Nominations Committee means the **Nominations Committee established by the Directors under clause 14.6.**

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 14.79;
- 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

~~b)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.

~~e)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

~~b)a)~~ The Company may not have less than three Members at any time.

~~e)b)~~ The maximum number of Members is unlimited.

9.2 Categories of Membership

~~b)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

~~b) 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 9.3b);
3. Lodged with the Company Secretary ~~by 1 April in each year~~ at least 90 days prior to the Council Meeting at which the application is to be considered;
4. Signed by the Affiliate Member's authorised representative and set out the name and address of the Affiliate Member.

~~e) b)~~ Every application to be an Affiliate Member will be approved or rejected by Voting Members at ~~the final~~ Council Meeting ~~each year~~.

~~d) 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

~~b) 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.

~~e) 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.

~~d) 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.

~~e)~~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.

~~f)~~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.

~~g)~~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 or directly with the Company;
 2. Otherwise remain registered as a member of an Affiliate Member or directly with the Company 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 or the Company and is suspended by that Affiliate Member or the Company for a period of 12 months or more in accordance with any relevant policy of the Affiliate Member, or the 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

- ~~b)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.
- ~~e)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.
- ~~d)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.
- ~~e)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.
- ~~f)e)~~ All Delegates of Interested Members or Community Members must be at least 18 years of age.
- ~~g)f)~~ No substitution of Delegates of Interested Members or Community Members may occur during the course of a Members' Meeting

12.3 Proxies

- ~~b)a)~~ Delegates of Affiliate Members, and other Voting Members may appoint a proxy to attend and vote at Members' Meetings on their behalf.
- ~~e)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.
- ~~d)c)~~ A document appointing a proxy must not be treated as valid unless clause 12.3 b) above has been complied with.

e)d) All proxies appointed by a Delegate of an Affiliate Member, or other Voting Member must also be a Member.

f)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

b)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.

e)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.

d)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.

e)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

b)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.

e)b) The quorum for the Annual General Meeting will be 25% or more of Affiliate Members and 50% or more Directors.

d)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

~~b)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).

~~e)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.

~~d)c)~~ If a Director is also a Life Member, that Director may only exercise one vote.

~~e)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.

~~f)e)~~ Votes will be taken in such manner determined by the chairperson of the meeting.

~~g)f)~~ The election of Directors will be conducted by the Returning Officer in accordance with the Company's election and voting policy.

~~h)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

b)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.

e)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.

d)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.

e)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

b)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).

e)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.

d)c) If a Director is also a Life Member, that Director may only exercise one vote.

e)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.

f)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.

g)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.

- ~~h)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.
- ~~i)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

- ~~b)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.
- ~~e)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

- ~~b)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.
- ~~e)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

~~b) 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.

~~e) 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

~~b) 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.

~~e) 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.

~~d) 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.

~~e) d)~~ To appoint patrons and cancel any such appointment.

~~f) 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.

~~g) f)~~ The Directors will appoint the Chief Executive Officer.

~~h) g)~~ The Directors will appoint the Company Secretary.

~~i) h)~~ The Directors can exercise any authority given to the Company under clause 3.2 of this Constitution.

~~j) 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.

~~k)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)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.

~~m)j)~~ 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.

~~n)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,~~ clause 14.5, the Company's board will consist of no less than seven and no more than nine Directors comprising:

- a) ~~Seven~~Six Elected Directors, elected in accordance with clause 14.57; and
- b) Up to ~~two~~three Appointed Directors appointed in accordance with clause 14.1517.

14.3 Qualifications of Directors

Subject to the provisions of clause 14.1214 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; and
- e) Must not have been the CEO of the Company within the previous three years.

14.4 Transitional arrangement for number of Elected Directors

At the 2023 Annual General Meeting, there will be an election for one Elected Director, rather than two.

14.45 Term of Elected Directors

~~b)a)~~ Elected Directors are elected, subject to clause 14.45 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.

~~e)b)~~ No Elected Director can hold office for a period longer than nine consecutive years, inclusive of any period served as a casual vacancy 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.~~

- ~~d)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 14.45 b) notwithstanding that this may occur during a term referred to in clause 14.45 a). The casual vacancy arising from such resignation will be filled in accordance with clause 14.68.
- ~~e)d)~~ Despite clause 14.45 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~~ three years, following that period during which they held office.

14.56 Nominations Committee

- a) A Nominations Committee shall be formed, the role of which shall include the task of identifying candidates to fill Director vacancies (including casual vacancies) and assessing all nominees for Director vacancies. The Nominations Committee has the power to determine that a nomination is unsuitable for further consideration by the Company, the Directors or the Members (as applicable) but only if this decision is unanimous.
- b) The Nominations Committee shall comprise three persons, all appointed by the Directors including an independent chair, a Member representative and a Director. The complete and specific duties, functions and rules of the Nominations Committee are defined in the Nominations Committee charter.
- c) The Nominations Committee must utilise a skills matrix as part of its assessment of nominees for Director vacancies.

14.7 Procedure for election of Elected Directors

- ~~b)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.
- ~~e)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.
- ~~d)c)~~ Elected Directors will be elected on an alternating basis in accordance with the Company's election and voting policy.

14.68 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).

14.79 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.

14.810 Directors' Meetings

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

14.911 Quorum

~~b)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.

~~e)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.

~~d)c)~~ Other than for the purposes of clause 14.~~10~~13, 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.

~~e)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~~ clause 14.11 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.

~~f)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~~12 Directors Entitled to Vote

Subject to clause 14.~~9~~13, all Directors are entitled to vote at the meetings of the Directors.

14.~~11~~13 Interested Directors

~~b)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.

~~e)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).

~~d)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.

e)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~~13.

14.~~12~~14 Acts done by disqualified Directors

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

14.~~13~~15 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~~16 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~~17 Appointment of Appointed Director

b)a) The Directors may appoint up to ~~two~~three Appointed Directors. No Director who is seeking reappointment can take part in a vote on their own appointment.

e)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.

d)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.

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

f)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 14.45.

~~g)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

~~b)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.

~~e)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.

~~d)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.

~~e)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

~~b)~~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.

~~e)~~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~~ a 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

~~b)a)~~ The Company Secretary must cause minutes of all meetings to be promptly circulated to all or, where appropriate, relevant Directors for their information.

~~e)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

~~b)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.

~~e)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.

~~d)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

- b)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.
- e)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.
- e)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.
- e)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

- b)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.
- e)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

~~b) 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).

~~e) 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.

~~e) 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.

~~e) 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.

~~f) 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.