



# **Koorana Gymnastics Club Incorporated**

**(ABN 59 729 542 434)**

## **Constitution**

**Last updated: October 2022**

## TABLE OF CONTENTS

<b>1. NAME OF CLUB</b>	<b>1</b>
<b>2. DEFINITIONS AND INTERPRETATIONS</b>	
2.1 Definitions	1
2.2 Interpretation	3
2.3 Severance	4
2.4 The Act	4
<b>3. STATEMENT OF PURPOSE AND OBJECTS OF THE CLUB</b>	<b>4</b>
3.1 Statement of Purpose	4
3.2 Objects of the Club	4
<b>4. POWERS OF THE CLUB</b>	<b>5</b>
<b>5. INCOMES AND PAYMENTS</b>	<b>6</b>
<b>6. MEMBERSHIP</b>	<b>7</b>
6.1 Categories of Membership	7
6.2 Life Member	7
6.3 Application for Membership	8
6.4 Discretion to Accept or Reject Application	8
6.5 Renewal	8
6.6 Deemed Membership	8
6.7 Obligations of Members	8
<b>6.8 Club to Keep Register</b>	9
6.9 Inspection of Register	9
6.10 Use of Register	9
6.11 Effect of Membership	9
6.12 Resignation of Membership	10
6.13 Discontinuance of Membership for Breach	10
6.14 Member to Re-Apply for Membership	10
6.15 Forfeiture of Rights	10
6.16 Membership May be Reinstated	11
6.17 Refund of Membership Fees	11
6.18 Subscriptions and Fees	11
6.19 Liability	11
<b>7. DISCIPLINE, GRIEVANCE AND DISPUTE RESOLUTION</b>	<b>11</b>
7.1 Jurisdiction	11
7.2 By-Laws	12
7.3 Natural Justice and Procedural Fairness	12
7.4 Dispute Resolution Process	12
<b>8. MEETINGS</b>	<b>13</b>
8.1 Types	13
8.2 Attendance	13
8.3 Notice	13
8.4 Business	13
8.5 Notices of Motion	14
8.6 Quorum	14
8.7 Chair to Preside	14

8.8	Conduct of Meetings.....	14
8.9	Adjournment .....	15
8.10	Voting Procedure.....	15
8.11	Proxy Voting .....	15
8.12	Recording of Determinations .....	15
8.13	Special General Meetings.....	16
8.14	Requisition of Special General Meetings by Members.....	16
8.15	Eligibility to Vote.....	16
8.16	Right to Appoint Proxy.....	16
<b>9.</b>	<b>MANAGEMENT .....</b>	<b>16</b>
9.1	Deemed Board .....	16
9.2	General Powers of Board .....	16
9.3	Composition of the Board .....	17
9.4	Portfolios .....	17
9.5	Nominations for Elected Directors .....	17
9.6	Form of Nominations .....	17
9.7	Elections.....	17
9.8	Term of Office for Elected Directors.....	18
9.9	Appointment of Appointed Directors .....	18
9.10	Term of Appointment .....	18
9.11	President and Vice President.....	19
9.12	Casual Vacancies.....	19
9.13	Duties of Directors .....	19
9.14	Grounds for Termination of Director.....	19
9.15	Board May Act.....	20
9.16	Board to Meet.....	20
9.17	Decisions of Board .....	20
9.18	Circulatory Resolutions.....	20
9.19	Resolutions not in Meeting .....	21
9.20	Questions decided by majority.....	21
9.21	Chair's casting vote .....	21
9.22	Quorum .....	21
9.23	Conflict of Interest.....	22
9.24	Disclosure of Interests .....	22
9.25	General Disclosure .....	22
9.26	Recording Disclosures.....	22
9.27	Delegations .....	22
9.29	Appointment of Public Officer .....	23
<b>10.</b>	<b>RECORDS AND ACCOUNTS .....</b>	<b>23</b>
10.1	Accounts to be Kept and Distributed.....	23
10.2	Transaction Accounts .....	23
10.3	Auditor.....	24
<b>11.</b>	<b>ADMINISTRATION .....</b>	<b>24</b>
11.1	Winding Up.....	24
11.2	Distribution of Assets and Property on Winding Up.....	24
11.3	Amendment of Constitution .....	24
11.4	Regulations and By-Laws .....	25
11.5	Notice and Service of Documents.....	25
11.6	Patrons.....	25

11.7	Indemnity.....	25
11.8	Insurance .....	26
11.9	Authority to Trade.....	26
11.10	Transitional Provisions.....	26
11.11	Status and Compliance of Club .....	26
11.12	Circumstances not provided for.....	27

**CLUBS INCORPORATION ACT 1985 (SA)**

**CONSTITUTION**

of

**KOORANA GYMNASTICS CLUB INCORPORATED**

**ABN 59 729 542 434**

**1. NAME OF CLUB**

The name of the Club is Koorana Gymnastics Club Incorporated (**Club**).

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In this Constitution, unless the contrary intention appears:

**Act** means the *Associations Incorporation Act 1985 (SA)*.

**ADI Account** means a bank account held with a financial institution licensed by the Australian Prudential Regulatory Authority (APRA) to carry on banking business, including accepting deposits from the public.

**AGM** means **Annual General Meeting** and is a meeting held once a year and of the kind described in **clause 8**.

**Appointed Director** means a Director appointed under **clause 9**.

**Board** means the body consisting of the Directors, who are effectively the management committee and who are entrusted to manage the affairs of the Club.

**By-Law** means a rule incumbent upon the Constitution of the Club.

**Chair** means the person who is elected by the Board as President of the Club under **clause 9.11** and who shall also act as the Chair of the Board.

**Clause** means these rules, including the statement of purposes as set out in **clause 3**, as amended from time to time, and a reference to a particular clause is a reference to a rule of these Rules.

**Club** means Koorana Gymnastics Club Incorporated,

**Constitution** means this constitution of the Club.

**Director** means a member of the Board and includes Elected Directors and Appointed Directors and any person acting in that capacity from time to time appointed in accordance with this Constitution.

**Elected Director** means a director appointed under **clause 9**.

**FIG** means Federation Internationale de Gymnastique

**Financial year** means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

**GA** means Gymnastics Australia Ltd.

**General Meeting** means any general meeting of Members other than the Annual General Meeting or Special General Meeting.

**GSA** means Gymnastics South Australia Ltd.

**Gymnastics** means the sport of gymnastics, including GymSports.

**Gymnastics Events** means competitions, championships, exhibitions and any other events relating to Gymnastics.

**GymSports** means a gymnastics sport program or GymSport as defined by FIG and by GA and the Club as a program under its jurisdiction.

**Honorary Member** means a member admitted to the Club in accordance with **clause 6.1(e)**.

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

**Junior Member** means a registered member of the Club who is younger than 18 years of age under **clause 6.1(c)**.

**Life Member** means a Member appointed as a Life Member of the Club under **clause 6.1(b)**.

**Meeting** means either an Annual General Meeting, Special General Meeting or General Meeting.

**NSO** means National Sporting Organisation.

**Objects** means the objects of the Club in **clause 3**.

**Ordinary Member** means a member for the time being of the Club under **clause 6.1(a)**.

**Parent Member** means a member **under clause 6.1(d)**, and who is the parent or guardian of a **Junior Member** who for the purposes of this Constitution shall assume the rights of a **Ordinary Member** on behalf of the relevant **Junior Member**. No **Junior Member** may have more than one **Parent Member**.

**Patron** means a patron appointed in accordance with **clause 11.6**.

**Policy** means an operational directive or procedure of the Club.

**Poll** means the counting or listing of people.

**President** means the person elected by the Board to be President of the Club, and who shall also assume the role of Chair of the Board.

**Public Officer** means a Public Officer appointed under **clause 9.29**.

**Regulations** means any regulations, policies or by-laws made by the Board under **clause 10.4**.

**Registered Office** means the registered office of the Club from time to time.

**Registration** means registration of a Member with the Club, such registration being in the form of a signed application form and including the member's consent to membership of the Club as required by **clause 6.8**, and registered has a corresponding meaning.

**Representative** means a person (whether a body corporate representative or proxy) appointed in accordance with this constitution to represent the Club at any General Meeting of Gymnastics South Australia.

**Seal** means the common seal of the Club.

**Secretary** means a Company Secretary appointed by the Board in accordance with **clause 9.28**.

**Simple Majority** means 50% plus one of those present and eligible to vote.

**Special General Meeting** means a meeting (other than a General Meeting or Annual General Meeting) to discuss extraordinary issues.

**Special Majority** means 75% plus one of those present and eligible to vote.

**Special Resolution (Business)** means a special resolution as defined in the Act.

**Sport** means the sport of Gymnastics.

**SSO** means the State Sporting Association.

**Telecommunications meeting** means a contemporaneous linking together of persons in oral communication by telephone, audio visual or other instantaneous means approved by the Directors.

**Treasurer** means the person appointed by the Board to act as Treasurer of the Club and who is responsible for the financial accounts of the Club.

**Vice President** means the person elected by the Board to act as Vice President of the Club.

## 2.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) a reference to a function includes a reference to a power, authority, and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of the word or phrase shall have a corresponding meaning;
- (e) a reference to a clause is a reference to a clause of this Constitution;
- (f) words importing any gender include other genders;
- (g) references to persons includes corporations and bodies politic;
- (h) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (j) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic

communication of the document in any manner permitted By-Law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

- (k) a reference to a statute, ordinance, code, law, statutory instruments or a provision of a law includes amendments, re-enactments or replacements of any of them whether by a State or the Commonwealth or otherwise (whether of the same or any legislative authority having jurisdiction);
- (l) a reference to 'writing' shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail;
- (m) any doubt arising as to the application or meaning of any clause or wording therein shall be decided by a vote at a General Meeting, which decision shall be final and conclusive;
- (n) the headings and index used in this Constitution are for convenience only and shall not affect the interpretation of this Constitution.

### **2.3 Severance**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

### **2.4 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

---

## **3. STATEMENT OF PURPOSE AND OBJECTS OF THE CLUB**

**3.1** The Clubs purpose is to provide high quality gymnsports in an inclusive, safe and enjoyable environment to support individuals in their physical, mental and social development. The Club also aims to represent, through its members, the interests of Koorana Gymnastics Club as a Club Member in South Australia and Club Members, to coordinate and provide for the participation by South Australian athletes, coaches and officials in Gymnsports and approved State, national and international competitions.

**3.2** The objects of the Club are to:

- (a) conduct, develop, encourage, promote, advance and administer the Club;
- (b) act, always, on behalf of and in the interest of the Members and the Club
- (c) affiliate and otherwise liaise with GA and GSA (and FIG where applicable) and comply with the constitutions, regulations and rules of these bodies to further these Objects;
- (d) adopt and implement such policies as may be developed by GA and GSA or FIG, including (as relevant and applicable) Member protection, anti-doping, health and safety, participant and child welfare, infectious diseases and such other matters as may arise as issues to be addressed in the Sport;
- (e) abide by, promulgate, enforce and secure uniformity in the application of the rules of the Sport and the Constitution of GSA;



- (f) advance the operations and activities of the Club;
- (g) affiliate with organisations and any other bodies to further the purposes of the Club;
- (h) maintain and enhance the reputation of the Club and the Sport and the standards of participation and behaviour of participants in the Sport;
- (i) promote at all times mutual trust and confidence between the Club, GSA, GA, FIG and the Members in pursuit of these Objects;
- (j) promote the economic and community service success, strength and stability of the Club, the Members and the Sport;
- (k) use and protect the Intellectual Property appropriately;
- (l) strive for government, commercial and public recognition of the Club, its members and the Sport;
- (m) pursue such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the interests of the Club;
- (n) have regard to the public interest in the operations of the Club;
- (o) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects;
- (p) ensure the financial stability and success of the Club;
- (q) promote, manage, facilitate and control the gymnastic activities of the Club and to assist GSA to promote, manage and control gymnastic activities in South Australia;
- (r) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve; and
- (s) promote the health and safety of Members and all other participants in the Sport.

---

#### **4. POWERS OF THE CLUB**

Solely for furthering the Objects, the Club has the rights, powers and privileges conferred on it under section 25 of the Act, namely to:

- (a) acquire, hold, deal with, and dispose of, any real or personal property;
- (b) administer any property on trust;
- (c) open and operate ADI accounts;
- (d) invest its moneys;
  - i) in any security in which trust moneys may, by Act of Parliament, be invested; or
  - ii) in any other manner authorised by the rules of the Club;
- (e) borrow money upon such terms and conditions as approved by the Board;

- (f) give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- (g) appoint agents to transact any business of the Club on its behalf;
- (h) enter any other contract it considers necessary or desirable;
- (i) represent Koorana Gymnastics Club in all matters relating to Gymnastics South Australia;
- (j) to do all such acts, deeds, matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of the objects of the Club;
- (k) prepare and implement plans and strategies for the management of the financial affairs of Koorana Gymnastics Club and for the development, promotion, and marketing of the Sport, and
- (l) to enter into negotiations or arrangements, with any government or authority, that may seem conducive to the Club's objects.

## 5. INCOME AND PAYMENTS

**5.1** All Koorana Gymnastics Club profits (if any), other income and property, however derived, must be applied only to promote its Objects as described in **clause 3**.

- (a) Koorana Gymnastics Club must not make distributions to any Members except for grants or subsidies for the advancement of the purposes of that Member or Koorana Gymnastics Club.
- (b) Except as prescribed in the Act no portion of income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member and no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club
- (c) Koorana Gymnastics Club may enter bone fide arm's length commercial arrangements with any Member for the advancement of the Objects described in **clause 3**.
- (d) A Director may not be paid for services as a Director, but with the approval of the Directors and subject to the Act and **clause 9.25(a)**, may be:
  - i) paid by the Club for services rendered to it; and
  - ii) reimbursed by the Club for their reasonable travelling, accommodation and other expenses when travelling to or from meetings of the Committee or the Club, or otherwise engaged on the affairs of the Club.
- (e) **Clause 5.1(a)** does not prevent the payment in good faith on commercial terms to an officer or Member, or to a legal entity or business of which an officer or Member (or an officer of a Member) is a partner or an officer (or otherwise associated);
  - i) of remuneration for services to the Club;
  - ii) for goods supplied to the Club in the ordinary course of business;
  - iii) of interest on money borrowed from them by the Club at a rate not exceeding the rate fixed for the purposes of this clause by the Club in a general meeting, or

iv) a reasonable rent for premises let by them to the Club.

**5.2** The Treasurer must collect all monies due to the Club and make all payments authorised by the Club and keep proper accounting and other records and distribute copies of financial statements as required by the Act.

**5.3** All cheques, drafts, bills of exchange and promissory note and other negotiable instruments must be signed in accordance with the Financial Delegations policy as approved by the Board from time to time.

---

## **6. MEMBERSHIP**

### **6.1 Categories of Membership**

The Members of the Club shall consist of:

- (a) **Ordinary Member**, an individual who will upon registration with the Club in accordance with its rules, who subject to this constitution, shall have the right to receive notice of Meetings and the right to be present, to debate and to vote at Meetings;
- (b) **Life Member**, an individual who has contributed long and meritorious service to the Club, and who is elected as a Life Member in accordance with **clause 6.2** of this Constitution;
- (c) **Junior Member**, an individual who is under the age of 18 who will upon registration with the Club in accordance with its rules, who subject to this Constitution, shall have no right to vote or debate at Meetings;
- (d) **Parent Member**, who shall be a parent of a **Junior Member** and shall have the right to receive notice of Meetings and the right to be present, to debate and to vote at Meetings, there may be only one **Parent Member** per **Junior Member**;
- (e) **Honorary Member**, an individual who holds an Official Position with the Club or who holds an administrative position with the Club will automatically become an Honorary Member from the date that person assumes the relevant position and will be entitled to any benefits of Membership as prescribed in the By-Laws.
- (f) such new categories of Members as may be created by the Board. Any new category of Member created by the Board cannot be granted voting rights without the approval of the Club in a Meeting.

### **6.2 Life Member**

- (a) Life membership is the highest honour that can be bestowed by the Club for longstanding and meritorious service to the Club of at least 10 consecutive years or 12 years broken service with no more than two breaks.
- (b) Any Member may recommend a person for Life Membership by notice in writing to the Board as detailed in the By-Laws.
- (c) A person may be appointed a Life Member only by Special Resolution put to an Annual General Meeting by the Board.
- (d) A Life Member has the right to receive notice of Meetings and to be present, to debate and to vote at Meetings.
- (e) A Life Member cannot be required to pay fees or subscriptions (other than fees that are required to be paid by a participant in the Sport in his or her capacity as a participant in the Sport).

### **6.3 Application for Membership**

- (a) Subject to this **clause 6**, an applicant candidate for membership must apply to the Board in writing.
- (b) The application must:
  - (i) be in a form approved by the Board;
  - (ii) contain full particulars of the name and address and contact details of the applicant,
  - (iii) identify the category of membership for which the applicant is applying; and
  - (iv) contain any other information prescribed by the By-Law for an application for membership.

### **6.4 Discretion to Accept or Reject Application**

- (a) The Club may accept or reject an application for membership whether the applicant has complied with the requirements in this **clause 6**. The Club shall not be required or compelled to provide a reason for accepting or rejecting the application.
- (b) Where the Club accepts an application, the applicant shall become a Member and Membership shall be deemed to commence upon acceptance of the application by the Club. The Executive Officer, or delegate, shall amend the register accordingly as soon as practicable.
- (c) Where the Club rejects an application, any fees forwarded with the application will be refunded and the application shall be deemed rejected.

### **6.5 Renewal**

Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Club in their Regulations from time to time.

### **6.6 Deemed Membership**

- (a) All Members which or who are, prior to the operation of this Constitution, Members of the Club, shall be deemed Members from the time of the operation of this Constitution.
- (b) Members shall provide the Club with such details as are reasonably required by the Club under this Constitution within one month of the operation of this Constitution.

### **6.7 Obligations of Members**

Each Member must:

- (a) treat all staff, contractors, and representatives of the Club, GA, GSA, FIG and all those involved with the Sport with respect, decency and courtesy at all times;
- (b) maintain and enhance the standards, quality, and reputation of the Club, GSA, GA, FIG and the Sport;
- (c) not act in a manner:
  - (i) unbecoming of a Member or prejudicial to the Objects or the interests or reputation of the Club, GSA, GA, FIG or the Sport; or

- (ii) that is likely to bring the Club, GSA, GA, FIG or the Sport into disrepute or which might adversely affect or derogate from the standards, quality and reputation of the Club, GSA, GA, FIG or the Sport and its maintenance and development; and
- (d) recognise the Club as the authority for the activities of the Koorana Gymnastics Club, GSA for activities in South Australia and GA as the authority for the Sport nationally;
- (e) adopt and implement such policies as may be developed by the Club;
- (f) have regard to the Objects in all ways pertaining to the Sport;

## **6.8 Club to Keep Register**

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Club must keep and maintain a register of Members, which shall contain, at least;
  - (i) the full name, address, category of membership and date of entry to membership of each Member and Director and in the case of a **Junior Member** the name and address of a parent or guardian who shall assume the role of **Parent Member**; and
  - (ii) where applicable, the date of termination of membership of each previous Member.
- (b) the Register may contain such other information as the Board considers appropriate;
- (c) Members must provide the Club with the details required by the Club to keep the register complete and up to date; and
- (d) Members shall provide notice of any change and required details to the Club within one month of such change.

## **6.9 Inspection of Register**

Subject to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members who make a reasonable request for a proper purpose.

## **6.10 Use of Register**

Subject to the Act, confidentiality considerations and privacy laws, the register may be used to further the Objects, in such manner as the Board considers appropriate.

## **6.11 Effect of Membership**

Members acknowledge and agree that:

- (a) this Constitution forms a contract between the Member and the Club and that they are bound by this Constitution and the By-Laws and policies of the Club (as well as the constitutions, regulations and policies of GSA, GA and FIG, where applicable);
- (b) they shall comply with and observe this Constitution and the By-Laws and policies of the Club and any determination, resolution, or decision, which may be made or passed by the Board or other entity with delegated authority on behalf of the Club;

- (c) by submitting to this Constitution and the By-Laws and policies of the Club, they are subject to the jurisdiction of the Club, GSA, GA and FIG (where applicable);
- (d) the Constitution and the By-Laws and policies of the Club are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Club and Sport in South Australia; and
- (e) they are entitled to all benefits, advantages, privileges, and services of being a Member of the Club.

#### **6.12 Resignation of Membership**

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club, subject to the clauses below.
- (b) Once the Club receives notice of resignation of membership given under this **clause 6.12(a)**, it must make an entry in the register that records the date on which the Member who or which gave notice ceased to be a Member.
- (c) In addition to resignation of membership, a member will cease to be a member upon death, or in the case of a body corporate, being dissolved or otherwise ceasing to exist.

#### **6.13 Discontinuance of Membership for Breach**

- (a) Membership of the Club may be discontinued by the Board upon breach of any clause of this Constitution or the By-laws or the policies of the Club. This includes, but is not limited to, the failure to pay any monies owed to the Club, disciplinary matters, and the failure to comply with the By-Laws or any resolutions or determinations made or passed by the Board or any duly authorised committee.
- (b) Membership shall not be discontinued by the Board under **clause 6.13(a)** without the Board issuing a Show Cause notice and giving the relevant Member sufficient opportunity to explain the breach and/or remedy the breach.
- (c) Membership shall not be discontinued unless the Member has been afforded natural justice in accordance with the Act and procedural fairness generally except in the case of serious misconduct or criminal conviction.
- (d) Where a Member fails, in the Board's view, to adequately explain or remedy the breach, that Member's membership shall be discontinued under **clause 6.13(a)**. The Club shall give written notice of the discontinuance to the Member and the register shall be amended to reflect any discontinuance of membership under this **clause 6.13** as soon as practicable.

#### **6.14 Member to Re-Apply for Membership**

A Member whose membership has been discontinued under **clauses 6.12 or 6.13**:

- (a) may seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted as a Member at the discretion of the Board.

#### **6.15 Forfeiture of Rights**

- (a) A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club, GSA or Gymnastics Australia including Intellectual Property.

- (b) Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club within 7 days of cessation of membership.

#### **6.16 Membership May be Reinstated**

Membership which has been discontinued under this **clause 6** may be reinstated at the discretion of the Board, with such conditions of membership as the Board deems appropriate.

#### **6.17 Refund of Membership Fees**

Membership fees or subscriptions paid by a discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance. Such payment and the amount of that payment is at the discretion of the Board, whose decision will be final.

#### **6.18 Subscriptions and Fees**

- (a) The Board will:
  - i) fix annual membership subscriptions;
  - ii) fix such other fees or levies as the Board considers prudent for the effective and sustainable management of the affairs of the Club; and
  - iii) determine the date, time for and manner of payment of the subscriptions, fees or levies by Members to the Club.
- (b) The Board may set annual membership subscriptions, fees or levies at different rates for different categories of membership and may determine that no subscriptions are payable by one or more of the categories for any year.
- (c) The Board may also authorise payment of subscriptions, fees or levies by instalments for some or all of the categories of membership and it may prescribe different terms of instalments for different categories of membership.
- (d) On admission to membership, a new Member must pay the current full year's subscription unless the Board agrees to accept payment in instalments.
- (e) The Board may waive all or part of annual membership subscriptions, fees or levies and may agree terms of payment for a Member different from those applicable to other Members of the same category if the Board is satisfied that there are special reasons to do so.

#### **6.19 Liability**

Members have no liability except as prescribed in the Act.

---

### **7. BY-LAWS, DISCIPLINE, GRIEVANCE AND DISPUTE RESOLUTION**

#### **7.1 Jurisdiction**

All members will be subject to and must submit to the jurisdiction, procedures, penalties and appeal mechanisms of the Club, GSA and GA as set out in the By-Laws and this **Clause 7**.

#### **7.2 By-Laws**

- (a) The Board may make By-Laws, Policies and procedures governing the hearing and determination of internal disputes, grievances, protests or complaints made by or against Members or participants or the Club or disciplinary matters generally or

any other matter involving the enforcement of this Constitution or the By-Laws or policies of the Club (including, but not limited to, matters which involve Members acting in a manner unbecoming of a Member or prejudicial to the Objects or interests of the Club and/or GymSport or Members bringing other Members, the Club and/or GymSport into disrepute).

- (b) A By-law made under this **clause 7.2(b)** may:
  - i) provide for one or more judiciary committees or tribunals to hear and resolve cases falling under this **clause 7.2(b)**;
  - ii) prescribe penalties for breaches of this Constitution or the By-Laws or Policies of the Club;
  - iii) invest a judiciary committee or tribunal with power to impose penalties; and
  - iv) otherwise prescribe the procedures for dealing with cases falling under this **clause 7.2(b)**.
- (c) Despite any By-Law made under this **clause 7.2(b)**, and unless otherwise specified, the Board may itself deal with any disciplinary matter referred to it or appoint a judiciary committee or tribunal to do so.

### **7.3 Natural Justice and Procedural Fairness**

- a) All proceedings relating to matters falling under **clause 7.2** must be conducted according to the rules of natural justice in accordance with the Act and procedural fairness generally.

### **7.4 Dispute Resolution Process**

- (a) The dispute resolution procedure set out in this clause applies to disputes between a Member and:
  - (i) another Member; or
  - (ii) the Club.
- (b) Any disputes between Members and the Club are to be dealt with by the Club in the first instance and any disputes between a Member and the Club that can't be resolved are to be dealt with by GSA.
- (c) In this clause 'Member' includes any former Member who was a Member not more than six months before the dispute occurred and who is a party to the dispute.
- (d) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (e) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days after the scheduled meeting, refer the dispute to the GSA or the State Sport Dispute Centre (if applicable to the Club) to resolve the dispute in accordance with the Grievance and Dispute Policy .

The Board may prescribe additional grievance procedures in policies and By-Laws under **clause 7.2**

-----



## 8 MEETINGS

### 8.1 Types

The Meetings that can be convened where Members have the opportunity to express opinions and vote on various matters are:

- (a) General Meetings - which may be held on a regular basis;
- (b) Annual General Meeting - which must be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board; and
- (c) Special General Meeting – which are special meetings that are convened in accordance with **8.13** and **8.14** of this Constitution to discuss extraordinary issues.

### 8.2 Attendance

Unless this Constitution expressly provides otherwise, Members (including the Board) and the auditor are entitled to attend Meetings but only Members who are entitled to vote are eligible to vote at Meetings as defined in **Clause 8.1** of this Constitution.

### 8.3 Notice

- (a) Notice of Meetings must be given to Members and the auditor by the means authorised in **clause 11.5**.
- (b) A notice of a Meeting must specify the place, day and hour of the Meeting and state the nature and order of the business to be transacted at the Meeting.
- (c) At least 45 days prior to the proposed date of the AGM, the Secretary will request from members, nominations for vacant elected positions, notices of motions and Life Member nominations, which must be received no less than 28 days prior to AGM.
- (d) At least twenty-one (21) days' notice of a General Meeting must be given to those Members entitled to receive notice, together with:
  - i) the agenda for the Meeting;
  - ii) all information required to be included in accordance with the Act;
  - iii) in the case of a Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - iv) a list of all nominations received for positions to be elected at the relevant General Meeting and
  - v) any notice of motion received from Members or Directors in accordance with the Act.

### 8.4 Business

- (a) The ordinary business to be discussed at the Annual General Meeting includes, but is not limited to, the consideration and approval of financial and other accounts and the reports of the Board (and those of any auditors), the election of Directors and appointment of auditors and any amendments to this Constitution.
- (b) All business that is discussed at a Special General Meeting or an Annual General Meeting, other than those matters referred to in **clause 8.4(a)**, is special business.
- (c) No business other than that stated on the notice for an Annual General Meeting or Special General Meeting may be discussed at those meetings.

- (d) Special or other business can be tabled without notice at a General Meeting.
- (e) The Directors must cause minutes of all meetings to be made and kept by the Executive Officer.

### 8.5 Notices of Motion

Members entitled to vote may submit notices of motion for inclusion as special business at a Meeting. All notices of motion must be submitted in writing to the Secretary not less than twenty-eight (28) days prior to the Meeting.

### 8.6 Quorum

No business may be discussed or transacted at a Meeting unless a quorum is present at the time when the Meeting proceeds to business. Subject to **clause 8.9(b)(ii)**, a quorum for Meetings 20 Members eligible to vote who must be present including proxy votes.

### 8.7 Chair to Preside

- (a) The Chair of the Board will, subject to this Constitution, preside as Chair at every General Meeting except:
  - (i) in relation to any election for which the Chair of the Board is a nominee;  
or
  - (ii) where the Chair of the Board has a conflict of interest.
- (b) If the Chair of the Board is not present or is unwilling or unable to preside, the Vice President will preside unless **Clauses 8.7.1 or 8.7.2** apply in which case the Directors present must appoint another Director to preside as Chair for that General Meeting only.

### 8.8 Conduct of General Meetings

- (a) The Chair:
  - (i) has charge of the general conduct of the meeting and of the procedures adopted;
  - (ii) may require the adoption of any procedure which in their opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes, and;
  - (iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.
- (c) A decision by the Chair under this **clause 8.8** is final.

### 8.9 Adjournment

- (a) If within 30 minutes from the time appointed for the Meeting, a quorum is not present, the Meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the Chair determines.
- (b) If at the adjourned Meeting a quorum is not present within 30 minutes from the time appointed for the adjourned Meeting:
  - i) if the Meeting was convened on the requisition of Members under **clause 8.14**, the Meeting will lapse and will not be adjourned or reconvened; and
  - ii) in any other case, those Members present will constitute a quorum.

- (c) The President may, with the consent of any Meeting at which a quorum is present, and must, if 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.
- (d) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting if the meeting is adjourned for less than thirty (30) days. When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting must be given as in the case of the original Meeting and in accordance with **clause 8.3 (d)**.
- (e) Except as provided in **clause 8.9(c)**, it is not necessary to give any notice of an adjournment or the business to be discussed or transacted at any adjourned Meeting.

#### **8.10 Voting Procedure**

- (d) At any General Meeting where a resolution is put to the vote of the Meeting it will be decided on a show of hands unless a poll is properly demanded (before the show of hands) and the demand is not withdrawn. A poll may be demanded by:
  - i) the President; or
  - ii) a simple majority of Members present at the General Meeting.
- (e) Each Member eligible to vote is entitled to one (1) vote at Meetings.
- (f) The President may not exercise a casting vote at Meetings.
- (g) Subject to the requirements of the Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of votes cast on the resolution are in favour of it.
- (h) Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

#### **8.11 Proxy Voting**

Subject to **clause 8.16** a voting Member shall be entitled to appoint in writing a natural person who is also a Member of the Club (entitled to vote) to be their proxy and attend and vote at any Meeting of the Club.

To be a valid appointment the form of proxy must be either served on the Club no later than the day prior to the day on which the meeting is to take place.

#### **8.12 Recording of Determinations**

A declaration by the Chair that a resolution has, on a show of hands, been carried (either unanimously or by a particular majority) or lost and an entry to that effect in the minutes of the proceedings of the Club is conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution. Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of vote for or against the resolution or vote.

#### **8.13 Special General Meetings**

The Board may, whenever it thinks fit, convene a Special General Meeting of the Club.

#### **8.14 Requisition of Special General Meetings by Members**

- (a) On the requisition in writing of 10% of the total number of Members, the Board must, within 28 days after the receipt of the requisition (and provided notice is given in accordance with **clauses 8.3 and 11.5**), convene a Special General Meeting for the purpose specified in the requisition.
- (b) Every requisition for a Special General Meeting must be signed by requisitioning Members, state the purpose of the meeting, and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Board does not cause a Special General Meeting to be held within 28 days after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.
- (d) A Special General Meeting convened by the Members under this Constitution must be convened in the same manner, or as practical to the same manner, as a meeting convened by the Board and for this purpose the Board must ensure that the Members making the requisition are supplied free of charge with particulars of the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Club.

#### **8.15 Eligibility to Vote**

- 8.15.1 Each Club Member shall have one (1) deliberative vote.
- 8.15.2 Each Life Member shall have one (1) deliberative vote.
- 8.15.3 Proxy vote on any business on the Agenda will only be eligible to be accepted by the Chair if received by the Secretary not less than 24 hours prior to the AGM commencing.

#### **8.16 Right to Appoint a Proxy**

- 8.16.1 A Member, Parent Member or Life Member entitled to attend a General or Special General Meeting of the Club is entitled to appoint another person as their proxy to attend the meeting in their place.
  - 8.16.2 A proxy shall hold same rights as the Member at the meeting and may be appointed in respect of more than one (1) meeting.
  - 8.16.3 No person may have more than one (1) proxy vote, except for the President who may hold more than one (1) proxy vote.
- 

### **9 MANAGEMENT**

#### **9.1 Deemed Board**

The Members of the administrative or governing body (by whatever name it is called) of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution, and thereafter the positions of Board shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

#### **9.2 General powers of Board**

- (a) The Board constitutes the Committee for the purposes of the Act.

- (b) Subject to the Act and this Constitution, the business and affairs of the Club must be managed by the Board, which may exercise the powers of the Club for that purpose.
- (c) The Board must perform its functions in the pursuit of the Objects and in the interests of the Club and Members as a whole, having regard to the Club's position and role in the structure and reputation of the Sport in South Australia.
- (d) The Board may not cause the Club to disaffiliate from GA or GSA in any way unless decide by resolution of the Members at a Meeting.
- (e) Without limiting **clause 9.2(b)** the Directors may exercise all the Club's powers to borrow or raise money, to charge any property or business to give any other security for a debt, liability, or obligation of the Club or of any other person.
- (f) The Directors may appoint any person to be the Club's attorney for the purpose, with the powers, authorities, and discretions, for the period and subject to the conditions they see fit. The power of attorney granted under this clause may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

### 9.3 Composition of the Board

The Board will comprise of:

- (a) up to seven (7) Elected Directors who shall be elected under **clause 9.6**;
- (b) up to two (2) Appointed Directors who may be appointed under **clause 9.9**.

### 9.4 Portfolios

The Board may allocate portfolios to Directors.

### 9.5 Nominations for Elected Directors

- (a) The Board must call for nominations for Elected Directors at least forty-eight (48) days prior to the Annual General Meeting.
- (b) The Board may, when it calls for nominations, indicate which portfolios/skills on the Board it wishes to fill, the job descriptions for those portfolios and the qualifications or experience it considers desirable for those portfolios.

### 9.6 Form of Nominations

Nominations must:

- (a) be in writing;
- (b) be in the prescribed form (if any) provided for that purpose;
- (c) disclose any position the nominee holds in GSA, another Club or Gymnastics Australia, including as an officer, a participant, a Delegate, an employee or an official;
- (d) be delivered to the Club not less than twenty-eight (28) days before the date fixed for the Annual General Meeting.

### 9.7 Elections

- (a) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if

approved by the simple majority of Members entitled to vote at the Annual General Meeting.

- (b) If the number of nominations exceeds the number of vacancies to be filled, an election must be conducted at the Annual General Meeting. Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.
- (c) If there are insufficient nominations received to fill all vacancies on the Board, nominations for the remaining Elected Board Member positions may be made from the floor of the AGM. If the number of nominations received from the floor does not exceed the number of vacancies to be filled, then those nominated will be deemed elected if approved by a simple majority of Members entitled to vote,
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.
- (e) If at the close of the Annual General Meeting, vacancies on the Board remain unfilled, the vacant position(s) will be deemed casual vacancies under **clause 9.12**.
- (f) If a person nominated at the Annual General Meeting is not approved by the simple majority of Members under **clause 9.78(a)**, he or she will not be entitled to take office until approved by the Members at an Annual General Meeting.

#### **9.8 Term of Office for Elected Directors**

- (a) Directors elected under **clause 9** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to early retirement or removal of Directors, Elected Directors shall remain in office from the conclusion of the Annual General Meeting at which their relevant election occurred until the conclusion of the second Annual General Meeting following.
- (b) At least half of the Elected Directors shall retire in each odd year and the balance of the Elected Directors shall retire in each even year until, after two (2) years the original elected Directors have all retired. A retiring Director may stand for re-election subject to the terms of this Constitution.
- (c) The sequence of retirements under **clause 9.8(b)**, which is designed to ensure rotational and staggered terms, shall be determined by the Board.
- (d) If the law requires the Elected Director to have a particular qualification or clearance (for example, police clearance), the Elected Director's term will not begin until the qualification or clearance has been established, but will still end at the second AGM following appointment.

#### **9.9 Appointment of Appointed Directors**

- 9.9.1 In addition to the Elected Directors, the Directors may appoint up to two (2) Appointed Directors.
- 9.9.2 In appointing Appointed Directors, the Elected Directors should have regard to which personal and professional skills, diversity (including, but not limited to gender, ethnicity and age) and experience the Elected Directors believe will complement the Board composition.

#### **9.10 Term of Appointment for Appointed Directors**

The term of office of each Appointed Director must be fixed by the Elected Directors at the time of the Appointed Director's appointment but it cannot exceed two (2) years. Appointed Directors can serve a maximum of two (2) consecutive terms, at which time they may stand for election as an Elected Director in accordance with **clause 9** of this Constitution.

## **9.11 President and Vice President**

- 9.11.1 The Board shall appoint a President from amongst its Elected Directors. The President shall be the nominal head of the Club and will act as Chair of any Board meeting at which they are present.
- 9.11.2 If a President has served 5 consecutive terms as President, they may not be elected as President until the second AGM after the end of their fifth term of office but may serve as an elected Director.
- 9.11.3 The Directors may elect from amongst their number a Vice President and may also determine the period for which the person elected is to hold that office.

## **9.12 Casual Vacancies**

Subject to **clause 9.8** any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. An Elected Director appointed under this **clause 9.12** must have their position confirmed by resolution at the next AGM, and if confirmed will hold office until the end of the term of the Elected Director in whose place they were appointed, where the remaining period of the term is greater than one year.

## **9.13 Duties of Directors**

In accordance with Division 3A of the Act, Directors must:

- (a) not, in the exercise of their powers or the discharge of their duties, commit an act with intent to deceive or defraud the Club, Members or creditors of the Club or creditors of any other person or for any fraudulent purpose;
- (b) not make improper use of information acquired by virtue of their position in the Club to gain, directly or indirectly, any pecuniary benefit or material advantage themselves or any other person, or so as to cause a detriment to the Club;
- (c) not make improper use of their position as an officer or employee to gain, directly or indirectly, any pecuniary benefit or material advantage for themselves or any other person, or to cause a detriment to the Club; and
- (d) at all times act with reasonable care and diligence in the exercise of their powers and the discharge of the duties of their office.
- (e) The Club may in General Meeting by ordinary resolution determine to pay a director an ex-gratia payment subject to **clause 5**.

## **9.14 Grounds for Termination of Director**

- (f) The office of a Director becomes vacant if the Director:
- i) dies;
  - ii) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
  - iii) suffers from mental or physical incapacity;
  - iv) cannot obtain or retain office under section 30 of the Act;
  - v) resigns his or her office by notice in writing to the Club;
  - vi) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;

- vii) holds any office of employment with the Club or any other disqualifying position;
  - viii) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his or her interest (and which amounts to a conflict of interest);
  - ix) in the case of an Appointed Director, is removed from office by the Elected Directors;
  - x) is removed by the Members in General Meeting; or
  - xi) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cwth)*.
- (g) If a Director is removed by resolution of the Members, the Director cannot be reappointed to the Board as an Appointed Director without a further resolution of Members authorising the appointment.

#### **9.15 Board May Act**

If there are any vacancies on the Board, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum.

#### **9.16 Board to Meet**

- (a) The Board must meet at least eight (8) times in every calendar year for the dispatch of business (and must meet at least as often as is required under the Act) and in accordance with principles of good governance. Subject to this Constitution, the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Any Director may at any time convene a meeting of the Board on reasonable notice to the other Directors.

#### **9.17 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board may be decided by resolution of the Directors. Each Director has one (1) vote on any question. The Chair does not have a casting vote.

#### **9.18 Circulatory Resolutions**

- (a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one (1) or more of the Directors.
- (b) Any resolution passed under this Clause 9.18, must be passed with a Special Majority (75%).
- (c) A resolution may not be passed under **clause 9.18(a)** if before it is circulated for voting under **clause 9.18(a)** the Board resolves that it can only be put at a meeting of the Board.
- (d) A resolution passed under this clause must be recorded in the minute book.



### **9.19 Resolutions not in Meeting**

- (a) Without limiting the power of the Board to regulate its meetings as it thinks fit, and subject to **clause 9.22**, a meeting of the Board may be held where one or more of the directors is not physically present at the meeting, provided that:
- i) all persons participating in the meeting can communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of electronic communication;
  - ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that Directors are not required to be present in person;
  - iii) if a failure in communications prevents **clause 9.19(a)(i)** from being satisfied by the number of Directors which constitutes a quorum (**clause 9.22**), and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 9.19(a)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
  - iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there in person. If no Director is there in person, the meeting shall be deemed to be held at the place where the Chair of the meeting is located.

### **9.20 Questions Decided by Majority**

A question arising at a Director's meeting is to be decided by a simple majority of votes of the Directors present and entitled to vote.

### **9.21 Chair's Casting Vote**

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

### **9.22 Quorum**

- (a) At meetings of the Board the number of Directors whose presence is required to constitute a quorum is:
- i) if the number of Directors then in office is an even number, half of the number of Directors plus one; or
  - ii) if the number of Directors then in office is an odd number, half of the number of Directors rounded up to the next whole number.
- (b) The President of the Club will act as Chair of any Board meeting or Meeting at which he or she is present and unless the Board decides otherwise and is the nominal head of the Club. If the Chair is not present or is unwilling or unable to preside at a Board meeting, the Vice President will preside. If the Vice President

is not present or is unwilling or unable to preside, the remaining Directors must appoint another Director to preside as chair for that meeting only.

### **9.23 Conflict of Interest**

- (a) The Directors must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Director has an interest.
- (b) A Director shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Board, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Director casts a vote, the vote shall not be counted.
- (c) In the event of any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

### **9.24 Disclosure of Interests**

- (a) The nature of the interest of a Director must be declared at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Board at the next meeting of the Board. If a Director becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Board held after the Director becomes interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

### **9.25 General Disclosure**

A general notice stating that a Director is a member of, or associated with, any entity and that he or she is 'interested' in all transactions with that entity is sufficient declaration under **clause 9.23**. After the distribution of the general notice, it is not necessary for the Director to give a special notice regarding any particular transaction with that firm or company.

### **9.26 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 9.23, 9.24** and/or **9.25** must be recorded in the minutes of the relevant Meeting.

### **9.27 Delegations**

#### **(a) Board May Delegate Functions**

The Board may, by instrument in writing, create, establish, or appoint special committees, individual officers and consultants to carry out such duties and functions. The Board will also determine what powers these entities are given.

#### **(b) Delegation by Instrument**

The Board may, in the establishing instrument, delegate such functions as are specified in the instrument, other than:

- i) this power of delegation; and
- ii) a function imposed on the Board or the Secretary by the Act or any other law, or this Constitution or by resolution of the Club in a Meeting.

(c) **Delegated Function Exercised in Accordance with Terms**

A function, the exercise of which has been delegated under this clause, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

(d) **Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board. The entity exercising delegated powers shall make decisions in accordance with the Objects. It shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

(e) **Delegation May be Conditional**

A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function. These may be specified in the delegation.

(f) **Revocation of Delegation**

By instrument in writing, the Board may at any time revoke wholly or in part any delegation made under this clause 9.28 and it may amend or repeal any decision made by such body or person under this clause.

**9.28 Appointment of Secretary**

- (a) There must be at least one Secretary who is to be appointed by the Directors.
- (b) The Directors may suspend or remove a Secretary from that office.
- (a) A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

**9.29 Appointment of Public Officer**

The Board must appoint a Public Officer, who may also undertake other roles for the Club.

---

**10 RECORDS AND ACCOUNTS**

**10.1 Accounts to be Kept and Distributed**

- (a) The Club must keep such accounting records as correctly record and explain the transactions and financial position of the Club.
- (b) The Directors will cause proper accounting and other records to be audited and distributed in accordance with Division 2 of the Act, including all documents required to be distributed to the Members for the purpose of the Annual General Meeting.
- (c) The Club must lodge with the Corporate Affairs Commission such periodic returns, containing accounts and other information relevant to the affairs of the Club, as the Act and associated regulations (Clubs Incorporation Regulations 2008) may require.

**10.2 Transaction Accounts**

- (d) The Club shall open and keep at least one transaction account as the Board may from time to time determine, and all monies belonging to the Club shall, as soon

as practicable after the same shall be received, be paid and deposited to the credit of those account(s) of the Club.

- (e) No withdrawal shall be made from, and no cheques shall be drawn on, any transaction account in the name of the Club unless the withdrawal form, cheques or electronic transfer is signed or password-activated, as appropriate, by any two of the persons appointed by the Board for such purposes. All extraordinary and capital expenditure must be unequivocally ratified by the Board.

### **10.3 Auditor**

- (a) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.
  - (b) The following people may not be appointed as an auditor:
    - i) an officer of the Club, including a Director (and any partners, employers or employees of officers); or
    - ii) an employee of the Club, including the Secretary (and any partners, employers or employees of employees).
  - (c) The auditor may be removed by the Directors.
  - (d) The auditor has a right of access at all reasonable times to the accounting records and other records of the Club and is entitled to require from any officer of the Club such information and explanations as he or she desires for the purpose of an audit.
  - (e) The auditor must provide the Board with reports that comply with the Act with sufficient time for the Board to lay such material before the Members as and when required (including for the Annual General Meeting).
  - (f) The reasonable fees and expenses of the auditor are payable by the Club.
- 

## **11 ADMINISTRATION**

### **11.1 Winding Up**

The Club may be wound up in a manner provided for in the Act.

### **11.2 Distribution of Assets and Property on Winding Up**

- (a) If upon winding up or dissolution of the Club, there remains, after satisfaction of all its debts and liabilities, any assets or property, the same shall not be paid to or distributed to its Members, but instead, those assets or property must be given or transferred to another organisation(s) that has objects similar to the Objects of the Club;
- (b) Those organisation(s) must prohibit the distribution of income and property among its members to an extent at least as great as that imposed on the Club by this Constitution;
- (c) The organisation(s) is to be determined by the Members in a Meeting at or before the time of dissolution following consultation with GA. If this does not occur, the decision will be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

### **11.3 Amendment of Constitution**

This Constitution can only be amended by Special Resolution approved by the Members at a General Meeting and in accordance with the Act.

## **11.4 Regulations and By-Laws**

### **(a) Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret and amend such Regulations and By-Laws for the proper advancement, management and administration of the Club and the advancement of the purposes of the Club and the Sport in South Australia as it thinks necessary or desirable. Such regulations must be consistent with this Constitution, the constitutions of the GSA, GA and FIG (and any regulations made by them) and any policy directives of the Board.

### **(b) Regulations Binding**

All Regulations and By-Laws are binding on the Club and all Members.

### **(c) Regulations Deemed Applicable**

All clauses, rules, By-Laws and Regulations of the Club in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and Regulations are not inconsistent with, or have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.

### **(d) Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Secretary within 28 days of approval by the Board. The matters in the bulletins are binding on all Members.

## **11.5 Notice and Service of Documents**

(a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. Notices will be sent by pre-paid post or facsimile transmission or, where available, by electronic mail (email) to the Member's registered address or facsimile number or email address. Notices to Members will be sent to the last notified address, facsimile number or email address.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected six (6) days after posting.

(c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.

(d) Where a notice is sent by email, service of the notice shall be deemed to be effected on the business day it was sent.

(e) Notices given to the Club are subject to **clauses 11.5(a), (b), (c) and (d)**.

## **11.6 Patron**

At a General Meeting, the Club, on the recommendation of the Board, may annually appoint a patron or number of patrons, as it considers necessary. This is subject to approval of that person or persons.

## **11.7 Indemnity**

Every person who is or has been a Director, Secretary or Public Officer of the Club;

- (a) must be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as Director in defending any proceedings, whether civil or criminal.
- (b) must be indemnified against all damages and losses (including legal costs) for which any such Director may be or become liable to any third party in consequence of any act or omission except wilful misconduct performed or made while acting on behalf of and with the authority, express or implied, of the Club;
- (c) shall not be indemnified if the Club is forbidden by statute to indemnify the person against the liability or legal costs, or if an indemnity by the Club of the person against the liability or legal costs would, if given, be made void by statute.

## **11.8 Insurance**

The Club may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director, Public Officer or Secretary against liability incurred by the person in that capacity, including a liability for legal costs, unless forbidden to do so by statute.

## **11.9 Authority to Trade**

The Club is authorised to trade in accordance with the Act.

## **11.10 Transitional Provisions**

### **(a) Continuing Membership**

Each Member that is a Member of the Club on the day on which this Constitution is adopted will automatically be admitted to membership as a Member.

### **(b) Directors**

For the purpose of determining when the term ends for each Director in office on the day on which this Constitution is adopted, time served in the Director's current term will be counted as if this Constitution had been in place at the commencement of that term.

### **(c) Regulations deemed applicable**

All rules, By-laws, policies, and Regulations of the Club in force at the date of the adoption of this Constitution are to be deemed to be Regulations and continue to apply unless they are inconsistent with or have been replaced by this Constitution.

## **11.11 Status and Compliance of the Club**

(a) The Club is a Member of GA and GSA and is recognised by GSA and GA as the entity for the delivery of the sport at the address of the Club. Subject to compliance with this Constitution and the constitutions of GA and GSA, the club shall continue to be recognised and it shall administer the Sport at the address of the Club in accordance with the Objects.

(b) This Constitution will clearly reflect the objects of GA and GSA and will conform to the constitution of GA and GSA, subject always to the Act.

## **11.12 Circumstances not provided for**

If any circumstances shall arise as to which this Constitution is silent or is incapable of taking effect or implementing according to its strict provisions, the Board shall, subject to any direction from time to time given to it by resolution of an Annual General Meeting or Special General Meeting, have the power to take that action as may best give effect to the

Objects and Purposes of the Club and ensure its efficient administration and every act of the Board pursuant to this clause shall be as valid and effectual as if specifically authorised therein.