



# CONSTITUTION OF NORTHERN SYDNEY AND BEACHES HOCKEY ASSOCIATION

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## ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

### CONSTITUTION

of

### NORTHERN SYDNEY AND BEACHES HOCKEY ASSOCIATION INCORPORATED

#### 1. NAME OF ASSOCIATION

The name of the Association is **Northern Sydney and Beaches Hockey Association Incorporated** ("**Association**").

#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1. Definitions

In this Constitution unless the contrary intention appears:

**"Act"** means the *Associations Incorporation Act 2009 (NSW)*.

**"Affiliated Entity"** means an incorporated or unincorporated body as may be admitted as an Affiliated Entity by resolution of the Executive Committee, provided that the application for affiliation has been made in writing and accepted by the Executive Committee in accordance with **clause 6**.

**"Affiliate Member"** means an individual who is an umpire, referee, coach or other official who is associated with the Association but who is not an Individual Member.

**"Annual General Meeting"** means the annual general meeting of the Association held in accordance with **clause 22**.

**"Association"** means Northern Sydney and Beaches Hockey Association Incorporated.

**"By-Laws"** means any by-laws made by the Executive Committee under **clause 37**.

**"Constitution"** means this Constitution of the Association, and all supplementary, substituted or amending clauses, for the time being in force.

**"Convenor"** means an Executive Committee Member heading a portfolio of Representative Hockey, Development, Facilities or Competitions.

**"Delegate"** means the person(s) appointed from time to time to act for and on behalf of an Affiliated Entity and to represent the Affiliated Entity at General Meetings.

**"Director-General"** means the Director-General of the Department of Services, Technology and Administration.

**"Executive Committee"** means the body consisting of the Executive Committee Members acting as the governing board of the Association in accordance with **clause 18**.



**“Executive Committee Member”** means a person elected or appointed to hold office as a member of the Executive Committee, and includes any person appointed to act in that capacity from time to time, in accordance with this Constitution.

**“FIH”** means the Federation Internationale de Hockey.

**“Financial year”** means the year ending on the next 30 September following incorporation and thereafter a period of 12 months commencing on 1 October and ending on 30 September each year.

**“General Meeting”** means the annual or any special general meeting of the Association.

**“Hockey”** means the game of hockey, and includes field hockey and indoor hockey, and modified versions of these forms of hockey, but does not include ice or underwater hockey.

**“HA”** means Hockey Australia Limited, a company incorporated and limited by guarantee under the *Corporations Act, 2001*.

**“HNSW”** means Hockey New South Wales Limited (ACN 104 263 381);

**“Individual Member”** means a registered, financial member of an Affiliated Entity or a natural person who is otherwise recognised by the Association as an Individual Member.

**“Intellectual Property”** means all rights, whether registered or unregistered, 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 Association or any activity of or conducted, promoted or administered by the Association in the Region.

**“Life Member”** means an individual appointed as a Life Member of the Association under **clause 5.2**.

**“Member”** means a member for the time being of the Association under **clause 5**.

**“Objects”** means the objects of the Association in **clause 3**.

**“Region”** means the geographical area for which the Association is responsible including the Sydney suburbs of the Lower North Shore, the Upper North Shore and the Northern Beaches, and as recognised by HNSW.

**“Register”** means a register of Members kept and maintained in accordance with **clause 7**.

**“Regulation”** means the Associations Incorporation Regulation 2010.

**“Seal”** means the common seal of the Association (if any).

**“Secretary”** means:

- (a) the person holding office under this Constitution as secretary of the Association; or
- (b) if no such person holds that office – the Public Officer of the Association.

**“Special General Meeting”** means a special general meeting of the Association held in accordance with **clause 23**.



**“Special Resolution”** means a special resolution defined in the Act.

**“WHS Act”** means the *Work Health and Safety Act 2011* (NSW).

## **2.2. Interpretation**

In this Constitution:

- (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.

## **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, so as 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**

The provisions of the *Interpretation Act 1987* apply to and in respect of this Constitution in the same manner as those provisions would so apply if this Constitution were an instrument made under the Act. Model rules under the Act are expressly displaced by this Constitution.

## **3. OBJECTS OF THE ASSOCIATION**

The Association is established solely for the Objects. The Objects of the Association are to:

- (a) conduct, encourage, promote, develop, advance and administer Hockey throughout the Region;
- (b) participate as a member of HNSW so Hockey can be conducted, encouraged, promoted, developed, advanced and administered throughout the Region and New South Wales;
- (c) promote mutual trust and confidence between the Association, HNSW, HA and the Members in pursuit of these Objects;
- (d) act on behalf of, and in the interest of, the Members and Hockey in the Region;
- (e) promote the economic and community service success, strength and stability of the Association, the Members and Hockey in the Region;
- (f) affiliate and otherwise liaise with HNSW and adopt its rules and policy framework to further these Objects and Hockey;





- (g) abide by, promulgate, enforce and secure uniformity in the application of the rules of Hockey as may be determined from time to time by HA or FIH and as may be necessary for the management and control of Hockey and related activities in the Region;
- (h) adopt and implement such policies as may be developed by HA or HNSW, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in Hockey;
- (i) represent the interests of its Members and of Hockey generally in any appropriate forum in the Region;
- (j) have regard to the public interest in its operations; and
- (k) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

#### **4. POWERS OF THE ASSOCIATION**

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

#### **5. MEMBERS**

##### **5.1. Categories of Members**

The Members of the Association shall consist of:

- (a) Affiliated Entities, which subject to this Constitution, shall be represented by a Delegate, who shall have the right to receive notice of General Meetings and be present, debate and vote on behalf of their Affiliated Entity at General Meetings;
- (b) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall have no voting rights;
- (c) Individual Members and Affiliate Members who shall have the right to be present at General Meetings but shall have no rights, to debate or to vote at General Meetings;
- (d) the Executive Committee Members, who shall have the right to be present and to debate at General Meetings, but have no right to vote; and
- (e) such new or other categories of Members as may be established by the Executive Committee. Any new category of Member established by the Executive Committee cannot be granted voting rights without the approval of the Association in General Meeting.



## 5.2. Life Members

- (a) The Executive Committee may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Association or Hockey, where such service is deemed to have assisted the advancement of Hockey in the Region, be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Executive Committee must be a Special Resolution.
- (c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

## 5.3. Individual Members:

- (a) A person is eligible to be an Individual Member of the Association if the person has been nominated and approved for membership of the Association in accordance with **clause 6**.
- (b) A person or entity is taken to be an Individual Member of the Association if the person was:
  - (i) in the case of an unincorporated body that is registered as the Association — a member of that unincorporated body immediately before the registration of the Association; or
  - (ii) in the case of an association that is amalgamated to form the relevant Association — a member of that other association immediately before the amalgamation; or
  - (iii) in the case of a registrable corporation that is registered as an Association — a member of the registrable corporation immediately before that entity was registered as an Association.
- (c) A person is taken to be an Individual Member of the Association if the person was one of the individuals on whose behalf an application for registration of the Association under Section 6 (1) (a) of the Act was made.

## 6. AFFILIATION

### 6.1. Application for Affiliation

An application for affiliation must be:

- (a) in writing on the form prescribed from time to time by the Executive Committee (if any), from the applicant or its nominated representative and lodged with the Association;



- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Association and must substantially conform to this Constitution) and the applicant's register of members; and
- (c) accompanied by the appropriate fee (if any).

## **6.2. Discretion to Accept or Reject Application**

- (a) The Association may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Association accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The Secretary shall amend the Register accordingly as soon as practicable.
- (c) Where the Association rejects an application the Association shall refund any fees forwarded with the application and the application shall be deemed rejected.

## **6.3. Re-affiliation**

- (a) Each Affiliated Entity must re-affiliate with the Association in accordance with the procedures set down by the Association in By-Laws from time to time.
- (b) Upon re-affiliation an Affiliated Entity must lodge with the Association an updated copy of its constitution, charter or articles of association (including all amendments) and must provide details of any change in its Delegate and any other information reasonably required by the Association.

## **6.4. Deemed Membership**

- (a) All members which or who are, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Each Affiliated Entity shall provide the Association with such details as are reasonably required by the Association under this Constitution within one (1) month of the approval of this Constitution under the Act.
- (c) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.



## **7. REGISTER OF MEMBERS**

### **7.1. Association to keep Register**

The Association shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) the full name, address, category of membership and date of entry to membership of each Affiliated Entity; and
- (b) the full name, residential address and date of entry to membership of each Executive Committee Member, Individual Member, Affiliate Member and Life Member; and
- (c) where applicable, the date of termination of membership of any Affiliated Entity, Executive Committee Member, Individual Member, Affiliate Member or Life Member.

Affiliated Entity, Executive Committee Members, Individual Members, Affiliate Members and Life Members shall provide notice of any change and required details to the Association within one month of such change.

### **7.2. Inspection of Register**

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Individual Member, Affiliate Member, Life Member or Executive Committee Member, shall be available for inspection (but not copying) by Members who make a reasonable request.

### **7.3. 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 Executive Committee considers appropriate.

A Member must not use information about a person obtained from the register to contact or send material to the person, other than for:

- (a) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the Association or other material relating to the Association, or
- (b) any other purpose necessary to comply with a requirement of the Act or the Regulation.

### **7.4. Privacy**

If a Member requests that any information contained on the register about the Member (other than the Member's name) not be available for inspection, then that information must not be made available for inspection.



## **8. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the By-Laws and HNSW's and HA's constitution and by-laws;
- (b) they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Executive Committee or other entity with delegated authority;
- (c) by submitting to this Constitution and By-Laws they are subject to the jurisdiction of the Association, HNSW and HA;
- (d) the Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Hockey in the Region; and
- (e) they are entitled to all benefits, advantages, privileges and services of Association membership.

## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1. Notice of Resignation**

- (a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one months' notice in writing to the Association of such resignation or withdrawal.
- (b) An Affiliated Entity may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of that Entity. A copy of the relevant minutes of that Affiliated Entity meeting showing that the Special Resolution has been passed by that Affiliated Entity must be provided to the Association.
- (c) If an Affiliated Entity ceases to be a Member under this Constitution, the Association membership of all Individual Members affiliated or registered with or through the Affiliated Entity shall not automatically cease at that time, but shall be dealt with in accordance with the By-Laws.
- (d) Upon the Association receiving notice of resignation of membership given under **clauses 9.1(a) and (b)**, an entry in the Register shall be made recording the date on which the Member who or which gave notice ceased to be a Member.

### **9.2. Discontinuance for breach**

- (a) Membership of the Association may be discontinued by the Executive Committee upon breach of any clause of this Constitution or the By-Laws, including but not limited to the failure to pay any monies owed to the Association, failure to comply



with the ByLaws or any resolutions or determinations made or passed by the Executive Committee or any duly authorised committee.

- (b) Membership shall not be discontinued by the Executive Committee under **clause 9.2(a)** without the Executive Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Executive Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Association giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

### **9.3. Discontinuance for failure to re-affiliate**

Membership of the Association may be discontinued by the Executive Committee if an Affiliated Entity has not re-affiliated with the Association within one month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

### **9.4. Member to Re-apply**

A Member whose membership has been discontinued under **clauses 9.2 or 9.3**:

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

### **9.5. Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately. Where an Affiliated Entity ceases to be a Member it shall also forfeit all representation rights on the Executive Committee and at General Meetings.

### **9.6. Delegate Position Lapses**

The position of Delegate shall lapse immediately on cessation of membership of an Affiliated Entity.

### **9.7. Membership may be Re-instated**

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Executive Committee, with such conditions as it deems appropriate.



### 9.8. Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

## 10. DISCIPLINE

- (a) Where the Executive Committee is advised or considers that a Member or Delegate has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, or any resolution or determination of the Executive Committee or any duly authorised committee; or
  - (ii) acted in a manner unbecoming of a Member or, in the case of a Delegate, as a representative of a Member, or prejudicial to the purposes and interests of the Association and/or Hockey; or
  - (iii) brought the Association, any other Member or Hockey into disrepute;the Executive Committee may commence or cause to be commenced, disciplinary proceedings against that Member or Delegate, and that Member or Delegate (as the case may be), will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the By-Laws.
- (b) The Executive Committee may appoint a Judiciary to deal with any disciplinary matter referred to it. Such a Judiciary shall operate in accordance with the procedures expressed in the By-Laws but subject always to the Act.
- (c) If the Executive Committee or Judiciary expels or suspends a Member by resolution, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the Member of the action taken, of the reasons given for having taken that action and of the Member's right of appeal under **clause 11**.

## 11. RIGHT OF APPEAL OF DISCIPLINED MEMBER

- (a) Whether disciplinary action has resulted from Executive Committee or Judiciary action under the provisions of **clause 9.2** or **clause 10**, a Member may appeal to the Association in General Meeting within 7 days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect.
- (b) The notice may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
- (c) On receipt of a notice from a Member under **clause 11(a)**, the Secretary must notify the Committee which is to convene a general meeting of the Association to be held within 28 days after the date on which the Secretary received the notice.
- (d) At a general meeting of the Association convened under **clause 11(c)**:
  - (i) no business other than the question of the appeal is to be transacted; and



- (ii) the Committee and the Member must be given the opportunity to state their respective cases orally or in writing, or both; and
- (iii) the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (e) The appeal is to be determined by a simple majority of votes cast by Members of the Association.

## **12. SUBSCRIPTIONS AND FEES**

The annual membership subscription (if any) and any fees or other levies payable by Members to the Association, the time for and manner of payment, shall be as determined by the Executive Committee.

## **13. EXISTING EXECUTIVE COMMITTEE MEMBERS**

- (a) The members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act shall stand down immediately following the Association's readiness to elect the inaugural Executive Committee. Beyond this special start-up case, the positions of Executive Committee Members shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (b) The person known and appointed to the position of Secretary (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

## **14. POWERS OF THE EXECUTIVE COMMITTEE**

Subject to the Act, the Regulation, this Constitution and to any resolution passed by the Association in General Meeting, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Executive Committee. In particular, the Executive Committee:





- (a) is to control and manage the affairs of the Association; and
- (b) may exercise all such functions as may be exercised by the Association, other than those functions that are required by this Constitution to be exercised by a general meeting of Members of the Association; and
- (c) has power to perform all such acts and do all such things as appear to the Executive Committee to be necessary or desirable for the proper management of the affairs of the Association.

## 15. COMPOSITION OF THE EXECUTIVE COMMITTEE

- (a) The Executive Committee shall comprise of not less than five (5), and not more than nine (9), Executive Committee Members, who shall be elected under **clause 16**.
- (b) A Executive Committee Member cannot also be a Delegate.
- (c) Consistent with the Objects of the Association, the Executive Committee shall be typically comprised of separate functional or Convenor roles each holding one or more of the following portfolios of responsibility:
  - President
  - Secretary
  - Representative Hockey
  - Development
  - Competitions
  - Facilities
  - TreasurerNo single Executive Committee Member shall carry more than two (2) portfolios of responsibility.
- (d) The composition of the Executive Committee provides for up to two (2) elected Executive Committee Members to join the Executive Committee without specific portfolio responsibilities. These General Executive Committee Member roles shall ideally provide for broad representation, independent governance and/or the experience potentially important to developing future succession candidates for the core portfolio roles.
- (e) The elected President shall be the Public Officer of the Association and shall normally be the Chairperson (see **clause 18.6**) for meetings of the Association.

## 16. ELECTION OF EXECUTIVE COMMITTEE MEMBERS

### 16.1. Nominations

- (a) Nominations for elected Executive Committee Member's positions shall be called for 30 days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be as determined by the Executive Committee from time to time.



- (b) Nominees for elected Executive Committee Member's positions must declare any position they hold in an Affiliated Entity, including as an officer (howsoever described including as a Delegate) or as a full time employee.

## **16.2. Form of Nomination**

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by an authorised representative of an Affiliated Entity;
- (d) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the Association at any time up until the point that the vote is called for the respective position at the General Meeting.

## **16.3. Elections**

- (a) If the number of nominations received for the Executive Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Executive Committee, then those nominated shall be declared elected only if approved by the majority of votes as stipulated in **clause 28**.
- (b) If there are insufficient nominations received to fill all vacancies on the Executive Committee, or if a person is not approved by the majority of Members under **clause 16.3(a)**, the positions will be deemed casual vacancies under **clause 17.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Executive Committee.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Executive Committee from time to time.

## **16.4. Term of Appointment for Elected Executive Committee Members**

- (a) Executive Committee Members are elected on the following bases:-
  - (i) At the first AGM conducted pursuant to this Constitution
    - i for the President, elected for a term of two years;
    - ii for the Secretary, elected for a term of one year;
    - iii for the Convenor of Representative Hockey, elected for a term of two years;



- iv for the Convenor of Development, elected for a term of two years;
- v for the Treasurer, elected for a term of two years;
- vi for the Convenor of Facilities, elected for a term of one year;
- vii for the Convenor of Competitions, elected for a term of one year;
- viii for the two (2) General Executive Committee Member positions, each elected for a term of one year.

(ii) For all subsequent elections, Executive Committee Members elected under this **clause 16** shall be elected for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Executive Committee Members, elected Executive Committee Members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the second Annual General Meeting following.

- (b) It is thereby intended that approximately half of the Executive Committee Members are to come to the end of their term each year, with elections for those vacant positions.
- (c) Executive Committee Members coming to the end of their term may offer themselves for re-election, save that at the end of three (3) consecutive terms a Executive Committee Member must retire and shall not be eligible for election as an elected Executive Committee Member until the next Annual General Meeting following the date of conclusion of his last term as an elected Executive Committee Member.
- (d) If any Executive Committee Member resigns during their term, it is to be treated as a casual vacancy.

## **17. VACANCIES ON THE EXECUTIVE COMMITTEE**

### **17.1. Casual Vacancies**

Any casual vacancy occurring in the position of Executive Committee Member must be filled by election at a General Meeting. Any casual vacancy may only be filled for the remainder of the Executive Committee Member's term under this Constitution.

### **17.2. Grounds for Termination of Executive Committee Member**

In addition to the circumstances in which the office of a Executive Committee Member becomes vacant by virtue of the Act, the office of a Executive Committee Member becomes vacant if the Executive Committee Member:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;



- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office in writing to the Association;
- (e) is absent without the consent of the Executive Committee from meetings of the Executive Committee held during a period of six (6) months;
- (f) holds any office of employment with the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (h) in the opinion of the Executive Committee (but subject always to this Constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
  - (ii) has brought the Association into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001 (Cth)*.

## **18. MEETINGS OF THE EXECUTIVE COMMITTEE**

### **18.1. Executive Committee to Meet**

The Executive Committee shall meet as often as is deemed necessary in every calendar year for the dispatch of business but not less than four (4) times per calendar year and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Executive Committee Member may at any time convene a meeting of the Executive Committee within a reasonable time.

### **18.2. Decisions of Executive Committee**

Subject to this Constitution, questions arising at any meeting of the Executive Committee shall be decided by a majority of votes and a determination of a majority of Executive Committee Members shall for all purposes be deemed a determination of the Executive Committee. All Executive Committee Members shall have one (1) vote on any question. The chairperson does not have a casting vote.

### **18.3. Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by telegram, facsimile or other form of visible or other electronic communication by all the Executive Committee Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Executive Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Executive Committee Members.



(b) Without limiting the power of the Executive Committee to regulate its meetings as it thinks fit, a meeting of the Executive Committee may be held where one (1) or more of the Executive Committee Members is not physically present at the meeting, provided that:

- (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
- (ii) notice of the meeting is given to all the Executive Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive Committee or this Constitution and such notice specifies that Executive Committee Members are not required to be present in person;
- (iii) if a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by that number of Executive Committee Members which constitutes a quorum, and none of such Executive Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again.

If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and

- (iv) any meeting held where one (1) or more of the Executive Committee Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Executive Committee Member is there present and if no Executive Committee Member is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **18.4. Quorum**

At meetings of the Executive Committee a majority of the elected Executive Committee Members are required present to constitute a quorum.

#### **18.5. Notice of Executive Committee Meetings**

Unless all Executive Committee Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Executive Committee shall be given to each Executive Committee Member. The agenda shall be forwarded to each Executive Committee Member not less than four (4) days prior to such meeting.

#### **18.6. Chairperson**

The Executive Committee shall appoint a chairperson from amongst its number. The chairperson shall be the nominal head of the Association and will act as chair of any



Executive Committee meeting or General Meeting at which he is present. If the chairperson is not present, or is unwilling or unable to preside at a Executive Committee meeting the remaining Executive Committee Members shall appoint another Executive Committee Member to preside as chair for that meeting only.

#### **18.7. Executive Committee Members' Interests**

A Executive Committee Member is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the Executive Committee. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Executive Committee Member is in any way interested will be void unless approved by the Executive Committee.

#### **18.8. Conflict of Interest**

A Executive Committee Member shall declare his interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Executive Committee, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Executive Committee Member votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Executive Committee Member to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Executive Committee, or if this is not possible, the matter shall be adjourned or deferred.

#### **18.9. Disclosure of Interests**

- (a) The nature of the interest of such Executive Committee Member must be declared by the Executive Committee Member at the meeting of the Executive Committee at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Executive Committee after the acquisition of the interest. If a Executive Committee Member 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 Executive Committee held after the Executive Committee Member becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.



#### **18.10. General Disclosure**

A general notice that a Executive Committee Member is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 17.9** as regards such Executive Committee Member and the said transactions. After such general notice it is not necessary for such Executive Committee Member to give a special notice relating to any particular transaction with that firm or company.

#### **18.11. Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Executive Committee Member in accordance with **clauses 17.8, 17.9 and/or 17.10** must be recorded in the minutes of the relevant meeting.

### **19. SECRETARY**

#### **19.1. Appointment of Secretary**

A Secretary may be appointed by the Executive Committee for such term and on such conditions as the Executive Committee thinks fit.

#### **19.2. Functions**

The Secretary shall act as and carry out the duties of secretary and public officer of the Association and administer and manage the Association in accordance with the Act and this Constitution.

#### **19.3. Specific Duties**

The Secretary shall:

- (a) as far as practicable attend all Executive Committee meetings and all General Meetings;
- (b) prepare the agenda for all Executive Committee and General Meetings;
- (c) record and prepare minutes of the proceedings of all Executive Committee meetings and General Meetings, and shall use his best endeavours to distribute those minutes to each Affiliated Entity promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Association.

#### **19.4. Executive Committee Power to Manage**

Subject to the Act, this Constitution, the By-Laws and any policy directive of the Executive Committee, the Secretary has power to perform all such things as appear necessary or desirable for the proper administration of the Association. No resolution passed by the Association in General Meeting shall invalidate any prior act of the Secretary or the



Executive Committee which would have been valid if that resolution had not been passed.

## **20. TREASURER**

It is the duty of the treasurer of the Association to ensure:

- (a) that all money due to the Association is collected and received and that all payments authorised by the Association are made; and
- (b) that correct books and accounts are kept showing the financial affairs of the Association, including full details of all receipts and expenditure connected with the activities of the Association.

## **21. DELEGATIONS**

### **21.1. Executive Committee may Delegate Functions**

The Executive Committee may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Executive Committee determines from time to time. In exercising its power under this clause the Executive Committee must take into account broad stakeholder involvement.

### **21.2. Delegation by Instrument**

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

- (a) this power of delegation; and
- (b) a function imposed on the Executive Committee or the Secretary by the Act or any other law, or this Constitution or by resolution of the Association in General Meeting.

### **21.3. Delegated Function Exercised in Accordance With Terms**

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

### **21.4. 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 Executive Committee under **clause 18** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Executive Committee with details of all material decisions and shall provide any other reports, minutes and information as the Executive Committee may require from time to





time.

#### **21.5. 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 or at the time or circumstances as may be specified in the delegation.

#### **21.6. Revocation of Delegation**

The Executive Committee may by instrument in writing, at any time revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such body or person under this clause.

### **22. ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of the Association shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Executive Committee.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

### **23. SPECIAL GENERAL MEETINGS**

#### **23.1. Special General Meetings May be Held**

The Executive Committee may, whenever it thinks fit, convene a Special General Meeting of the Association and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

#### **23.2. Requisition of Special General Meetings**

- (a) The Secretary shall on the requisition in writing from Members entitled to not less than twenty percent (20%) of the Association voting rights convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Secretary does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.



- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which General Meetings are convened by the Executive Committee.

## 24. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Affiliated Entity and Life Member or other Member entitled to receive notice at the address appearing in the Register kept by the Association. The auditor, Secretary and Executive Committee Members shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting;
  - (ii) any notice of motion received from Members entitled to vote; and
  - (iii) forms of authority in blank for proxy votes.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 41**.
- (e) If the meeting is to be held electronically, the Association must provide sufficient information about the electronic link that will be used so as to enable a Member to properly prepare for attendance via that electronic means.

## 25. BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Executive Committee and auditors, the election of Executive Committee Members under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 25(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

## 26. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Secretary not less than thirty five (35) days (excluding receiving date and meeting date) prior to the



General Meeting.

## **27. PROCEEDINGS AT GENERAL MEETINGS**

### **27.1. Participation**

Participation in a General Meeting can be possible by physical presence or virtual presence enabled by electronic means. If an electronic enabled option is to be offered, this shall be determined by the Executive Committee and the meeting conducted so as to give all participants a reasonable opportunity to engage in matters of business including voting.

A General Meeting held solely by electronic means is treated as held at the registered address of the Public Officer of the Association.

### **27.2. Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Association shall be 50% plus one (1) of Affiliated Entities as represented by their Delegates.

Delegates shall be considered present at a General Meeting for the purposes of establishing a quorum and for voting, whether physically in attendance at the meeting venue or if attending via electronic means.

### **27.3. Chairperson to preside**

The chairperson of the Executive Committee shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) in relation to any election for which the chairperson is a nominee; or
- (b) where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside the Delegates present shall appoint another Executive Committee Member to preside as chairperson for that meeting only.

### **27.4. Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned



meeting other than the business left unfinished at the meeting from which the adjournment took place.

- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 26.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

## **27.5. Voting Procedure**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands, recognising that some Delegates may cast more than one vote, unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chairperson; or
- (b) a simple majority of Delegates on behalf of their Members.

## **27.6. Recording of Determinations**

Unless a poll is demanded under **clause 27.5**, a declaration by the chairperson that a resolution has on a show of hands, recognising that some Delegates may cast more than one vote, been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

## **27.7. Where Poll Demanded**

If a poll is duly demanded under **clause 27.5** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

## **28. VOTING AT GENERAL MEETINGS**

### **28.1. Members Entitled to Vote**

- (a) Each Affiliated Entity shall be entitled to vote.
- (b) The number of votes conferred to an Affiliated Entity shall be determined by the Association in proportion to the number of Individual Members affiliated or registered with or through the Affiliated Entity, according to the capped, proportionate system below:

<b>Number of Individual Members attributed to the Affiliated Entity</b>	<b>Number of Votes Conferred</b>
---	--------------------------------------



Less than 100	1 vote
From 100 to 200	2 votes
More than 200	3 votes

- (c) At the inaugural Annual General Meeting, determination of voting rights shall be based on Affiliated Entity membership data in representing those members active in a HNSW affiliated competition within the 2014 winter hockey season.

For subsequent General Meetings, voting rights shall be determined from the current HNSW membership register.

- (d) The Association shall advise all Affiliated Entities of the membership's voting entitlements as part of the standard Notice requirements of any General Meeting.
- (e) Affiliated Entity voting rights subject to this **clause 28.1** shall be exercised by the Affiliate Association's Delegate. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**. The Executive Committee Members and Secretary shall have no right to vote at General Meetings.

#### **28.2. Casting Vote**

The chairperson does not have a casting vote.

#### **28.3. Postal Voting**

No motion shall be determined by a postal ballot unless determined by the Executive Committee. If the Executive Committee so determines, the postal ballot shall be conducted under the procedures set by the Executive Committee from time to time.

#### **28.4. Electronically Enabled Voting**

In the case where virtual attendance in a General Meeting has been enabled electronically, delegate votes via this medium are acceptable.

### **29. PROXY VOTING NOT PERMITTED**

Proxy voting must not be undertaken at or in respect of a general meeting.

### **30. GRIEVANCE PROCEDURE**

- (a) The grievance procedure set out in this clause applies to disputes under the provisions of this Constitution between a Member and:



- (i) another Member; or
  - (ii) the Association.
- (b) 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.
- (c) 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, refer the dispute for resolution to an independent tribunal established by HNSW in accordance with the procedures determined by HNSW from time to time.
- (d) The Executive Committee may prescribe additional grievance procedures in By-Laws consistent with this **clause 30**.

## **31. RECORDS AND ACCOUNTS**

### **31.1. Records**

The Association shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association and the Executive Committee and shall produce these as appropriate at each Executive Committee or General Meeting.

### **31.2. Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Secretary.

### **31.3. Association to Retain Records**

The Association shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

### **31.4. Executive Committee to Submit Accounts**

The Executive Committee shall submit to the Members at the Annual General Meeting the statements of account of the Association in accordance with this Constitution and the Act.

### **31.5. Accounts Conclusive**

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.



### **31.6. Accounts to be Sent to Members**

The Secretary shall cause to be sent to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Executive Committee's report, the auditor's report and every other document required under the Act (if any).

### **31.7. Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Executive Committee Members or in such other manner as the Executive Committee determines.

## **32. AUDITOR**

- (a) If required by the Act or recommended by the Executive Committee, a properly qualified auditor or auditors shall be appointed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act, 2001* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in General Meeting.
- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

## **33. INCOME**

**33.1.** Income and property of the Association shall be derived from such sources as the Executive Committee determines from time to time.

**33.2.** The income and property of the Association shall be applied solely towards the promotion of the Objects.

**33.3.** Except as prescribed in this Constitution or the Act:

- (a) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.

**33.4.** Nothing in **clauses 33.2 or 33.3** shall prevent payment in good faith of or to any Member for:

- (a) any services actually rendered to the Association whether as an employee, Executive Committee Member or otherwise;



- (b) goods supplied to the Association in the ordinary and usual course of operation;
- (c) interest on money borrowed from any Member;
- (d) rent for premises demised or let by any Member to the Association;
- (e) any out-of-pocket expenses incurred by the Member on behalf of the Association;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

#### **34. WINDING UP**

- (a) Subject to this Constitution the Association may be wound up in accordance with the Act.
- (b) The liability of a Member of the Association to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the Member in respect of membership of the Association as required by **clause 12**.

#### **35. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution. Such organisation(s) to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

#### **36. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution and, where an additional requirement is stipulated in this Constitution, satisfaction of that requirement.

#### **37. BY-LAWS**

##### **37.1. Executive Committee to Formulate By-Laws**

- (a) The Executive Committee may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and Hockey in the Region as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, HNSW's and HA's constitutions, any by-laws made by HNSW or HA and any policy directives of the Executive Committee.





(b) Notwithstanding the powers conferred in **clause 37.1(a)**, this Constitution seeks to establish that the normal process for review and recommendation of suitable By-Laws, changes to or interpretation there-of, shall be through consultative processes established within the organisation, via sub-committee or other, within the relevant portfolio of responsibility. It would normally therefore only fall upon the Executive Committee to consider the recommendations of others. In the case where recommendations are rejected it is the Executive Committee's responsibility to confer directly with the relevant representative group in search of new understandings or new recommendations as might be appropriate.

(c) Such By-Laws must be consistent with the Constitution, and any policy directives of the Executive Committee.

### **37.2. By-Laws Binding**

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

### **37.3. By-Laws Deemed Applicable**

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

### **37.4. Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members by means of bulletins approved by the Executive Committee and prepared and issued by the Secretary. Each Affiliated Entity shall take reasonable steps to distribute information in the bulletins to Individual Members. The matters in the bulletins are binding on all Members.

## **38. STATUS AND COMPLIANCE OF ASSOCIATION**

### **38.1. Recognition of Association**

The Association is a member of HNSW and is recognised by HNSW as the controlling authority for Hockey in the Region and subject to compliance with this Constitution and HNSW's and HA's constitutions shall continue to be so recognised and shall administer Hockey in the Region in accordance with the Objects.

### **38.2. Compliance of Association**

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in New South Wales;



- (b) apply its property and capacity solely in pursuit of the Objects and Hockey;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Hockey, its standards, quality and reputation for the benefit of the Members and Hockey;
- (e) at all times act in the interests of the Members and Hockey;
- (f) not resign, disaffiliate or otherwise seek to withdraw from HNSW without approval by Special Resolution; and
- (g) abide by HNSW's and HA's constitutions and the rules of Hockey.

### **38.3. Operation of Constitution**

The Association and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Hockey are to be conducted, promoted, encouraged, advanced and administered throughout the Region; and
- (b) to ensure the maintenance and enhancement of Hockey, its standards, quality and reputation for the benefit of the Members and Hockey;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Hockey and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of Hockey and the Members;
- (f) that should a Member have administrative, operational or financial difficulties the Association may act to assist the Member in whatever manner the Association considers appropriate.

## **39. ASSOCIATION'S CONSTITUTION**

### **39.1. Constitution of the Association**

- (a) This Constitution shall at all times clearly reflect the objects of HNSW and conform to HNSW's constitution.
- (b) The Association will take all reasonable steps to ensure this Constitution conforms to HNSW's constitution.
- (c) The Association shall at all times be bound by the constitution, by-laws, rules and regulations of HNSW. Where there is any inconsistency between the any provision



of the constitution, by-laws, rules and regulations of the Association and those of HNSW then, to the extent of such inconsistency, the constitution, by-laws, rules and regulations of HNSW shall prevail.

- (d) The Association shall be bound by all lawful decisions of the Board of HNSW and affiliation conditions of HNSW, and shall do all things reasonably necessary to implement and enforce such decisions and conditions.
- (e) The Association shall provide to HNSW a copy of this Constitution and all amendments to this Constitution. The Association acknowledges and agrees that HNSW has power to veto any provision in this Constitution which, in HNSW's opinion, is contrary to the objects of HNSW.

### **39.2. Entrenchment**

While the Association is a member of HNSW, **clauses 3, 7, 36, 37, 38, 39 and 40** must not, and cannot, be amended, replaced, or removed, except with the prior written consent of HNSW, which consent may be given (with or without conditions) or withheld, by HNSW, as it thinks fit, in its absolute discretion.

### **39.3. Register**

The Association shall maintain, in a form acceptable to HNSW but otherwise in accordance with the Act, a Register of all Affiliated Entities and all Individual Members.

## **40. STATUS AND COMPLIANCE OF AFFILIATED ENTITIES**

### **40.1. Compliance**

The Affiliated Entities acknowledge and agree that they shall:

- (a) be or remain incorporated in New South Wales, other than whereby provided exemption through the authority of the Executive Committee;
- (b) nominate a Delegate annually to attend General Meetings, and shall inform the Association of the details of that person accordingly;
- (c) provide the Association with copies of their annual financial reports and other associated documents as soon as practicable, following the Affiliated Entity's Annual General Meeting;
- (d) promptly provide the Association with copies of any records relating to the Association's obligations under the WHS Act including with any records requested by the Association, and if under the WHS Act the Association's obligation is to notify immediately, then the Affiliated Entity must provide such records immediately;
- (e) recognise the Association as the authority for Hockey in the Region, HNSW as the authority in New South Wales and HA as the national authority for Hockey;



- (f) adopt and implement such communications and Intellectual Property policies as may be developed by the Association from time to time; and
- (g) have regard to the Objects in any matter of the Affiliated Entity pertaining to Hockey.

#### **40.2. Affiliated Entity Constitutions**

- (a) The constituent documents of the Affiliated Entities shall at all times clearly reflect the Objects and conform to this Constitution.
- (b) The Affiliated Entities shall take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- (c) The Affiliated Entities shall, on request, provide to the Association a copy of their constituent documents and, promptly after any amendment has been made, provide all amendments to these documents. The Affiliated Entities acknowledge and agree that the Association has power to veto any provision in an Entity's constitution which, in the Association's opinion, is contrary to the Objects.

#### **40.3. Register**

Affiliated Entities shall maintain, in a form acceptable to the Association, a register of all Members of the Affiliated Entity. Each Affiliated Entity shall provide a copy of the register at a time and in a form acceptable to the Association, and shall provide regular updates of the register to the Association.

### **41. NOTICE**

**41.1.** For the purpose of this Constitution, a notice may be served on or given to a person

- (a) by delivering it to the person personally; or
- (b) by sending it by pre-paid post to the address of the person; or
- (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.

**41.2.** For the purpose of this Constitution, a notice is taken, unless the contrary is proved, to have been given or served:

- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee; and
- (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post; and
- (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a



later date, on that date.

#### **42. PATRONS AND VICE PATRONS**

The Association at its Annual General Meeting may appoint annually on the recommendation of the Executive Committee a chief patron and such number of patrons as it considers necessary, subject to approval of that person or persons.

#### **43. INDEMNITY**

- (a) Every Executive Committee Member and employee of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Executive Committee Member or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Association shall indemnify its Executive Committee Members and employees against all damages and losses (including legal costs) for which any such Executive Committee Member or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
  - (ii) in the case of a Executive Committee Member, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
  - (iii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.