



Inclusive Sport SA Incorporated

Constitution

May 2020

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1 Name

The name of the Association shall be *Inclusive Sport SA Incorporated*, and hereinafter called “the Association”.

2 Definitions and Interpretations

2.1 Definitions

In this constitution, unless the contrary intention appears:

- **‘Act’** means the *Associations Incorporation Act 1985 (SA)*;
- **‘Board’** means the body managing the Association and consisting of the directors;
- **‘Constitution’** means this constitution;
- **‘Director’** means an appointed or elected Member of the Board;
- **‘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;
- **‘Life Member’** means an individual appointed as a life member of the Association under clause 5.4;
- **‘Member’** means a member of the Association for the time being under clause 5;
- **‘NSO’** means Ausrapid Incorporated;
- **‘Objects’** means the objects of the Association in clause 3;
- **‘Special resolution’** means a special resolution defined in the Act;

2.2 Interpretation

In this Constitution:

2.2.1 A reference to a function includes a reference to a power, authority and duty;

2.2.2 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;

- 2.2.3** Words importing the singular include the plural and vice versa;
- 2.2.4** Words importing any gender include the other genders;
- 2.2.5** References to persons include corporations and bodies politic;
- 2.2.6** References to a person include the legal personal representatives, successors and permitted assigns of that person;
- 2.2.7** 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);
- 2.2.8** 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.

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

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 Objects

3.1 Purpose

“Building an inclusive culture in sport and recreation”

3.2 Values

We Believe:

- Sport is vital to building community relationships
- Community inclusion is more than participation
- Every individual has a role to play in sport and recreation

We Will:

- Place the person first and respect their choice
- Encourage progression through chosen pathways
- Educate and support the sport and recreation community
- Work within the structure of Australian sport

3.3 To do all such other things as may be incidental to the attainment of such objects.

4 Powers

The Association has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act.

5 Membership

5.1 Types

At the time of the Rules coming into effect, the categories of Membership for the Associations are:

5.1.1 Active Members: being persons who participate in or intend to participate in an Inclusive Sport SA supported activity;

5.1.2 Organisation Members: being organisations which have expressed support for the above objects.

5.1.3 Supporter Members: being persons who will not be eligible for participation in an Inclusive Sport SA supported activity, but have expressed support for the above objectives, including carers or family members of Active Members.

5.1.4 Honorary Life Members: being persons identified by the Board as having rendered distinguished service to the Association and approved by special resolution of the Members at the AGM, who have subsequently accepted in writing their membership.

6 Membership Applications

6.1 Application for membership

An application for membership must be:

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

6.1.2 accompanied by the appropriate Membership Fee (if any).

6.2 Discretion to Accept or Reject Application

6.2.1 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;

6.2.2 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 register shall be amended accordingly as soon as practicable;

6.2.3 Where the Association rejects an application, it shall refund any Membership Fees forwarded with the application and the application shall be deemed rejected by the Association.

6.3 Renewal

Members (other than Life Members) must renew their membership annually (12 month period) in accordance with the procedures set down by the Association as communicated to Members from time to time.

6.4 Deemed Membership

6.4.1 All persons 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;

6.4.2 Any members of the Association, prior to approval of this Constitution under the Act, who are not deemed members under clause 6.4.1 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):

7.1.1 the full name, address and date of entry of each member

7.1.2 where applicable, the date of termination of membership of any member.

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 member, shall be available for inspection (but not copying) by members, upon 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 Board considers appropriate.

8 Effect of Membership

Members acknowledge and agree that:

- 8.1** This Constitution forms a contract between each of them and the Association and that they are bound by this Constitution and the policies of the Association (from time to time);
- 8.2** They shall comply with and observe this Constitution and the policies of the Association (from time to time) and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- 8.3** By submitting to this Constitution and the policies of the Association (from time to time), they are subject to the jurisdiction of the Association,;
- 8.4** The Constitution and the policies of the Association (from time to time) are necessary and reasonable for promoting the objects and particularly the advancement and protection of the Association;
- 8.5** They are entitled to all benefits, advantages, privileges and services of Association membership.

9 Discontinuance of Membership

9.1 Notice of Resignation

- 9.1.1** A member who has paid all arrears of Member Fees payable to the Association may resign or withdraw from membership of the Association by giving one month's notice in writing to the Association;
- 9.1.2** Once the Association receives a notice of resignation of membership given under clause 9.1 it must make an entry in the register that records the date on which the member ceased to be a member.

9.2 Discontinuance for Breach

- 9.2.1** Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the policies of the Association (from time to time), including, but not limited to, the failure to pay any monies owed to the Association, failure to comply with the policies of the Association (from time to time) or any resolutions or determinations made or passed by the Board or any duly authorised Board;
- 9.2.2** Membership shall not be discontinued by the Board under clause 9.2.1 without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach;
- 9.2.3** Where a Member fails, in the Board's view, to adequately explain the breach, that Member's membership shall be discontinued under clause 9.2.1 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 Member to Re-Apply

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

- 9.3.1** must seek renewal or re-apply for membership in accordance with this Constitution;
- 9.3.2** may be re-admitted at the discretion of the Board.

9.4 Cessation as Member

A Member who ceases to be a Member, for whatever reason, must cease to 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.

9.5 Membership May be Reinstated

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

9.6 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

10.1 The Board may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:-

10.1.1 breached, failed, refused or neglected to comply with a provision of this Constitution, the regulations or any resolution or determination of the Board or any duly authorised Board;

10.1.2 acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association;

10.1.3 brought the Association, any other Member into disrepute;

That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the regulations.

11 Subscriptions and Fees

The annual membership subscription (if any) (Membership Fee) and any fees or other levies payable by Members to the Association and the time for and manner of payment shall be as determined by the Board, provided that there shall be no Membership Fee applicable to Life Members.

12 Powers of the Board

Subject to the Act and this Constitution, the business of the Association shall be managed and the powers of the Association shall be exercised by the Board. In particular, the Board

shall act in accordance with the objects and shall operate for the benefit of the Members and the community throughout South Australia.

13 Composition of the Board

13.1 Composition of the Board

13.1.1 Management shall be vested in the Board of not less than 6 Directors nor more than 10 Directors;

13.1.2 The Board shall comprise of:

13.1.2.1 No more than six (6) and a minimum of four (4) Appointed Directors who need not be Members of the organisation and who are appointed under clause 15;

13.1.2.2 No more than four (4) and a minimum of two (2) Elected Directors who are current Members and who are elected under clause 14.

14 Election of Board Members

14.1 Nomination for Board

Nominations for Elected Director positions shall be called for no less than twenty-eight days prior to the AGM by notice posted on the website for the Association.

When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided on the website as well as confirmation of the number of positions available for nomination, which subject to clause 13.1.2.2 will be determined by the Board from time to time. Qualifications and job descriptions shall be determined by the Board from time to time.

14.2 Form of Nomination

14.2.1 in writing;

14.2.2 on the prescribed form (if any) provided for that purpose;

14.2.3 signed by two individual Members;

14.2.4 certified by the nominees (who must be individual Members) expressing their willingness to accept the position for which they are nominated;

14.2.5 delivered to the Association not less than fourteen days before the date fixed for the AGM.

14.3 Elections

14.3.1 If the number of nominations received 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 majority of Members entitled to vote.

14.3.2 If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under clause 14.3, the positions will be deemed casual vacancies under clause 16.1.

14.3.3 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 Board.

14.3.4 Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.

14.4 Term of Appointment for Elected Directors

Directors elected under clause 14 shall be elected for a term of two 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 AGM at which the election occurred until the conclusion of the second AGM following. No more than two (2) Elected Directors will be due for re-election at each AGM, unless an Elected Director is also a current serving Chairperson and seeks an additional term under clause 17.6.2 in which case that Elected Director may also be due for re-election,

meaning, in that case, that no more than three (3) Elected Directors will be due for re-election at that AGM.

14.5 Maximum Term

14.5.1 An Elected Director must resign and will not be eligible for immediate re-election as a Director after the expiry of six (6) consecutive years serving the Board as an Elected Director, unless an Elected Director is also a current serving Chairperson and in which case that Elected Director is entitled to one (1) additional term of two (2) years only (i.e. beyond the maximum term of six (6) consecutive years) in accordance with clause 17.6.2 and the director appointment provisions of this Constitution.

14.5.2 The Director will be eligible for re-election on and from the second anniversary of their retirement or resignation or removal under this clause 14.5.

15 Appointed Directors

15.1 Appointment of Directors

The current Board may appoint up to six (6) persons as appointed directors **(Appointed Directors)** based on clause 13.1.2.1. The appointment must be approved by a majority vote of the Board.

15.2 Qualifications for Appointed Directors

The Appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be individual Members. Appointed Directors cannot also be a delegate.

15.3 Term of Appointment for Appointed Directors

Appointed Directors may be appointed by the Board under this Constitution for a term of two (2) years, which shall commence from the first Board meeting after their approved appointment until the last meeting within a two (2) year period.

15.4 Maximum of Term

15.4.1 An Appointed Director must resign and will not be eligible for immediate re-election as a Director after the expiry of six (6) consecutive years of serving the Board as an Appointed Director, unless an Appointed Director is also a current serving Chairperson and in which case that Appointed Director is entitled to one (1) additional term of two (2) years only (i.e. beyond the maximum term of six (6) consecutive years) in accordance with clause 17.6.2 and the director appointment provisions of this Constitution..

15.4.2 The Director will be eligible for re-election on and from the second anniversary of their retirement or resignation under this clause 15.4.

15.4.3 If as a result of this clause 15.4 more than half of the Appointed Directors would be required to resign within a 12 month period, then the Board may elect such number of Appointed Directors to remain appointed for a further period of 12 months, after which they will be required to resign under clause 15.4.1.

16 Vacancies on the Board

16.1 Casual Vacancies of Elected Director

A casual vacancy will arise only where an Elected Director resigned or is removed during their term or in accordance with clause 14.3.2. Any casual vacancy occurring in the position of an Elected Director may be filled from among appropriately qualified persons, as approved by the Board. Any casual vacancy may only be filled for the

remainder of the Elected Director's term under this Constitution, or in respect of a person appointed fill a casual vacancy under clause 14.3.2 until the next AGM;

16.2 Grounds for termination of any director

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

16.2.1 dies;

16.2.2 becomes bankrupt or makes any arrangement or composition with his / her creditors generally;

16.2.3 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;

16.2.4 resigns their office in writing to the Association;

16.2.5 is absent without the consent of the Board from meetings held during a period of six months;

16.2.6 holds any office of employment with the Association without the approval of the Board;

16.2.7 is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of that interest;

16.2.8 in the opinion of the Board (but subject always to this Constitution):

16.2.8.1 has acted in a manner unbecoming or prejudicial to the objects and interests of the Association;

16.2.8.2 has brought the Association into disrepute;

16.2.9 is removed by special resolution;

16.2.10 would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth.)*; or

16.2.11 Has held office for more than 6 consecutive years, in which case the office will become vacant at the next following AGM.

16.3 Board May Act

In the event of a casual vacancy or vacancies in the office of a director or directors, the remaining directors may act. However, 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.

17 Meetings of the Board

17.1 Board to Meet

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act).

Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time convene a meeting of the Board within reasonable time.

17.2 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of directors shall for all purposes be deemed a determination of the Board. All directors shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

17.3 Resolutions not in meeting

17.3.1 A resolution in writing that has been signed or confirmed in writing by facsimile, email or other form of visible or other electronic communication by no less than 75% of 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 by one or more of the directors.

17.3.2 Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the directors is not physically present at the meeting, provided that:

17.3.2.1 All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone, internet based voice or video communication, video conferencing or other form of communication.

17.3.2.2 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.

17.3.2.3 If a failure in communications prevents clause 17.3.2.1 from being satisfied by the number of directors which constitutes a quorum, 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 17.3.2.1 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.

17.3.2.4 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 present. If no director is there present, the meeting shall be

deemed to be held at the place where the chairperson of the meeting is located.

17.4 Quorum

At meetings of the Board the number of directors whose presence is required to constitute a quorum is no less than half the number of Board members currently holding office.

17.5 Notice of Board Meetings

Unless all directors agree to hold a meeting at a shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen days' written notice of the meeting of the Board shall be given to each director. The agenda shall be forwarded to each director no less than four days prior to the meeting.

17.6 Chairperson

17.6.1 The Board shall appoint a chairperson from among its number at the first Board meeting following each AGM. The chairperson shall be the nominal head of the Association and will act as chair of any Board meeting or general meeting at which he / she is present. If the chairperson is not present, or is unwilling or unable to preside at a Board meeting, the remaining directors shall appoint another director to preside as chair for that meeting only.

17.6.2 A chairperson will be entitled to one (1) additional term of two (2) years only (i.e. beyond the maximum term of six (6) consecutive years) to continue as a director in the role of chairperson on the Board, irrespective of whether the chairperson is an Elected or Appointed Director.

17.7 Conflict of interest

A director shall declare his/ her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He / she shall,

unless otherwise determined by the Board, absent himself / herself 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. In the event of any uncertainty as to whether it is necessary for a director to absent himself 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.

17.8 Disclosure of interest

17.8.1 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;

17.8.2 All disclosed interests must also be disclosed to each AGM in accordance with the Act.

17.9 General Disclosure

A general notice stating that a director is a Member of any specified firm or company and that he / her is 'interested' in all transactions with that firm or company is sufficient declaration under clause 17.8. 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.

17.10 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a director in accordance with clauses 17.7, 17.8 and / or 17.9 must be recorded in the minutes of the relevant meeting.

18 Delegations**18.1 Board shall employ Chief Executive Officer**

The Board shall appoint a Chief Executive Officer, and determine their duties, salary and conditions of employment. The Chief Executive Officer shall carry out their duties with due care and diligence and in the best interests of the Association. The Chief Executive Officer shall not be entitled to vote.

18.2 Board may Delegate Functions

The Board may, by instrument in writing, create, establish or appoint special Boards, individual officers and consultants to carry out specific duties and functions. It will determine what powers these Boards are given. In exercising its power under this clause, the Board must take into account broad stakeholder involvement.

18.3 Delegation by Instrument

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

18.3.1 this power of delegation; and

18.3.2 a function imposed on the Board or the Chief Executive Officer by the Act, any other law, this Constitution, or by resolution of the Association in a general meeting.

18.4 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.

18.5 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 under clause 17. The entity exercising delegated

powers shall make decisions in accordance with the objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Board.

18.6 Delegation May Be Conditional

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

18.7 Revocation of Delegation

At any time the Board may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause

19 Common Seal

19.1 The Association shall have a seal upon which its corporate name shall appear in legible characters.

19.2 The seal shall not be used without the express authorisation of the Board. Every use of the seal shall be recorded in the Association's minute book. Two directors must witness every use of the seal.

20 Annual General Meeting

20.1 The Association's AGM shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the board.

20.2 All general meetings other than the AGM shall be special general meetings and shall be held in accordance with this Constitution.

20.3 The business to be transacted at the AGM includes the consideration of accounts and the reports of the Board and auditors, the election of directors under this Constitution and the appointment of the auditors.

20.4 All business that is transacted at a general meeting and at an AGM, with the exception of those matters set down in clause 23, shall be special business.

20.5 No business other than that stated on the notice for a general meeting shall be transacted at that meeting.

21 Special General Meeting

21.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen months elapses between AGMs, the Board shall convene a special general meeting before the expiration of that period.

21.2 Requisition of Special General Meetings

21.2.1 The Chief Executive Officer will convene a special general meeting upon the written request of three (3) Directors or six (6) Members;

21.2.2 The requisition for a special general meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

21.2.3 If the Board does not cause a special general meeting to be held one month after sending the requisition to the Association, the Members making the requisition, or any of them, may convene a special general meeting to be held no later than three months after that date;

21.2.4 A special general meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Board.

22 Notice of General Meeting

22.1 Notice of every general meeting (both AGM's and any special general meeting) shall be given to every Member entitled to receive notice. Notices shall be sent to the

addresses appearing in the Association's register. The auditor shall also be entitled to receive notice of every general meeting. This will be sent to the auditor's last known address. No other person shall be entitled, as of right, to receive notices of general meetings;

22.2 A notice of a general meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting;

22.3 At least twenty-one days prior to a general meeting, a notice will be sent to entitled Members. They will also receive:

22.3.1 the agenda for the meeting

22.3.2 any notice of motion received from Members entitled to vote.

22.4 Notice of every general meeting shall be given in the manner authorised in clause 34.

23 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 Association no less than fourteen days (excluding receiving date and meeting date) prior to the general meeting and will be posted on the website of the Association no later than 10 days before the date of the general meeting.

24 Proceedings at General Meetings

24.1 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 five (5) Members;

24.2 Chairperson to Preside

The chairperson of the Board shall, subject to this Constitution, preside as chair at every general meeting except:

24.2.1 in relation to any election for which the chairperson is a nominee;

24.2.2 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 director to preside as chairperson for that meeting only.

24.3 Adjournment of Meeting

24.3.1 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 a date, time or place determined by the chairperson. 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;

24.3.2 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. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

24.3.3 When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

24.3.4 Except as provided in clause 24.3.3 it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

24.4 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

24.4.1 the chairperson;

24.4.2 a simple majority of Members.

24.5 Recording of Determinations

Unless a poll is demanded under clause 24.4, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Association's book of proceedings;

24.6 Where Poll Demanded

If a poll is duly demanded under clause 24.4 it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

25 Voting at General Meetings

25.1 Members Entitled to Vote

Each Member shall be entitled to one vote at general meetings.

25.2 Organisation Members

An organisation Member may appoint by notice in writing to the Board a representative who may speak and vote on its behalf at any general meeting.

25.3 Chairperson May Exercise Casting Vote

Where voting at general meetings is equal in respect of any resolution other than a resolution for the appointment of a Director, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

In respect of any resolution to appoint a Director, the resolution must be passed by in excess of 50% of the Members entitled to vote on the resolution.

25.4 Proxy Voting

A Member shall be entitled to appoint, in writing, a natural person, who is also a Member of the Association, to be their proxy, and attend and vote at any general meeting of the Association.

26 Grievance Procedure

26.1 The grievance procedure set out in this rule applies to disputes under these rules between a Member and:

26.2 another Member

26.3 the Association.

26.4 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.

26.5 The Board may prescribe additional grievance procedures in regulations consistent with this clause 26.

27 Records and Accounts

27.1 Records

The Association shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Board). It shall produce these as appropriate at each Board or general meeting.

27.2 Records Kept in Accordance with the Act

Proper accounting and other records shall be kept in accordance with the Act. The Association shall retain such records for seven years after the completion of the transactions or operations to which they relate.

27.3 Board to submit accounts

Proper accounting and other records shall be kept in accordance with the Act. The Association shall retain such records for seven years after the completion of the transactions or operations to which they relate.

27.4 Accounts Conclusive

The statements of account, when approved or adopted by an AGM, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

27.5 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 duly authorised directors or in such other manner as the Board determines.

28 Auditor

28.1 A properly qualified auditor or auditors shall be appointed by the Association in a general meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Association in a general meeting.

28.2 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.

29 Application of Income

29.1 The income and property of the Association shall be applied solely towards the promotion of the objects.

29.2 Except as prescribed in this Constitution or the Act

29.2.1 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;

29.2.2 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.

29.3 Payment in good faith of or to any Member can be made for:

29.3.1 any services actually rendered to the Association whether as an employee, director or otherwise;

29.3.2 goods supplied to the Association in the ordinary and usual course of operation;

29.3.3 interest on money borrowed from any Member;

29.3.4 rent for premises demised or let by any Member to the Association;

29.3.5 any out-of-pocket expenses incurred by a Member on behalf of the Association.

Nothing in clauses 29.1 or 29.2 preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

30 Winding Up

30.1 The Association may be wound up in accordance with the Act.

30.2 The liability of the Members of the Association is limited.

30.3 Every Member undertakes to contribute to the assets of the Association in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar (\$1.00).

31 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, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has objects similar to those of the Association. The organisation(s) must prohibit the distribution of its income and property among its Members to an extent at least as great as that imposed on the Association by this Constitution. The organisation(s) is to be determined by the Members in a general meeting at or before the time of dissolution. If this does not occur, the decision is to be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

32 Alteration of Constitution

This Constitution shall not be altered except by special resolution of the Members.

33 Regulations**33.1 Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret and amend regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association in South Australia. Such regulations must be consistent with the Constitution and any policy directives of the Board.

33.2 Regulations Binding

All regulations are binding on the Association and all Members.

33.3 Regulations Deemed Applicable

All clauses, rules, by-laws and regulations of the Association 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.

33.4 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 Association. The Association shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

34 Notice

34.1 Notices may be given by the Association to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be sent to the last recorded address, facsimile number or electronic mail address;

34.2 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 three days after posting;

34.3 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;

34.4 Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

35 Indemnity

35.1 Every director and employee of the Association will be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected

with any application in relation to any such proceedings in which relief is granted by the Court.

35.2 The Association shall indemnify its directors and employees against all damages and losses (including legal costs) for which any such director or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

35.2.1 in the case of a director, performed or made while acting on behalf of and with the authority, express or implied, of the Association

35.2.2 in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Association.

36 Member's Acknowledgement

The Members acknowledge and accept that the Constitution contained herein is the amended Constitution of the Association and from the date of the resolution of Members resolving to amend the Constitution.