

# GOLF NT INCORPORATED

## CONSTITUTION

THIS IS THE ANNEXURE MARKED 'A' REFERRED TO IN THE STATUTORY DECLARATION OF

\_\_\_\_\_ (Name of Public Officer)

MADE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

BEFORE ME \_\_\_\_\_ (signature of witness on statutory declaration)



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## PRELIMINARY

### 1 NAME

The name of the Association shall be Golf NT Incorporated. (**Association**).

### 2 INTERPRETATION

2.1 In this Constitution unless the contrary intention appears:

**Act** means the Associations Act (NT);

**Authorised Delegate** shall mean a member of any Member Club who has been nominated, in writing, by the committee of a Member Club, to act on behalf of that Member Club in the business and affairs of the Association and includes any alternate Authorised Delegate;

**Committee** means the committee of the Association established in Clauses 6 & 7;

**Constitution** means this document entitled "Golf NT Incorporated Constitution";

**Financial Member** means any member of a Member Club who is eligible to hold a Golf Australia handicap;

**General Meeting** means a general meeting of members convened in accordance with Clause 17;

**Member Clubs** means those golf clubs within the Northern Territory as are listed in clause 5.1 and any further golf clubs admitted from time to time.

**Public Officer** means the public officer of the Association appointed by the Committee in accordance with the Act;

**Registrar** means the person appointed under the Act as the Registrar;

**Special General Meeting** means a general meeting of members convened in accordance with Clause 18;

**Special Resolution** means a resolution passed by a two-thirds majority of members present at a meeting and eligible to vote thereat.

2.2 In this Constitution, unless the contrary intention appears:

- (i) a reference to the Constitution or any other document includes any variation or replacement thereof;
- (ii) a reference to a gender includes all other genders;
- (iii) a reference to the singular includes the plural and vice versa;
- (iv) headings are inserted for convenience only and do not affect interpretation;
- (v) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (vi) a reference to any authority, association or body whether statutory or otherwise shall (if that authority, association or body ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other authority, association or body) be deemed to refer respectively to the authority, association or body established or constituted in its place or as nearly as may be succeeding to its powers or functions;
- (vii) expressions referring to writing include any mode of representing or reproducing words in a tangible and visible form and includes facsimile transmissions;
- (viii) a reference to any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
- (ix) a reference to a right includes a remedy, authority or power; and
- (x) words or expressions shall be interpreted in accordance with the provisions of the Interpretation Act as in force on the date on which the Constitution is adopted by the Association.

## **FUNDAMENTALS**

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

The objects of the Association are:

- a) To promote and advance the game of golf, particularly in the Northern Territory;
- b) To promote, manage and control Association golf tournaments;
- c) To consider and deal with all matters relating to the game of golf submitted from time to time to the Association by Member Clubs; and

- d) Generally to engender by association a communal feeling amongst golfers and to promote the best interests of the game.

#### **4 INCOME AND PROPERTY OF THE ASSOCIATION**

- 4.1 The income and property of the Association, however derived, shall be applied solely towards the promotion of the objects and purposes of the Association and no portion thereof shall be paid or transferred, directly or indirectly by dividend, bonus, or otherwise to any member of the Association.
- 4.2 Nothing in this Clause prevents the payment in good faith to a member of the Association of remuneration in return for services actually rendered to the Association by the member or for goods supplied to the Association by the member in the ordinary course of business.

### **MEMBERSHIP**

#### **5 MEMBERSHIP OF THE ASSOCIATION**

The number of members of the Association shall be unlimited and shall consist of the classes of Members defined herein.

##### **5.1 Member Clubs**

- 5.1.1 The Association shall consist of all golf clubs in the Northern Territory being the following golf clubs as at the date of this Constitution: Alice Springs, Alyangula, Darwin, Elliot, Gove, Humpty Doo, Jabiru, Katherine, Palmerston, RAAF Darwin, RAAF Tindal and Tennant Creek and other golf clubs as may be admitted from time to time.
- 5.1.2 Each Member Club shall from time to time nominate one (1) Financial Member to be its Authorised Delegate at any general meeting of the Association.
- 5.1.3 In the event of an Authorised Delegate of any Member Club being unable to attend a Committee meeting, that Authorised Delegate's Member Club shall have power to appoint another Financial Member of that Member Club as its alternate Authorised Delegate.

##### **5.2 Life Members**

- 5.2.1 Life Membership shall be available to those persons who are a member of a Member Club and have been elected as such by the Association at an annual general meeting for outstanding service or contribution to the development of golf in the Northern Territory.
- 5.2.2 A Life Member shall be entitled to all privileges of membership and shall be deemed to be a financial member. Life Members shall be subject to the provisions of this Constitution regarding suspension and expulsion.

5.2.3 The Committee may submit to the annual general meeting the names of any persons who have rendered outstanding services to the Association for recognition by appointment as Life Members of the Association.

## **COMMITTEE**

### **6 THE COMMITTEE**

6.1 The affairs of the Association shall be managed by the Committee.

6.2 The Committee:

6.2.1 may, subject to this Constitution, exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by this Constitution to be exercised by general meetings of members of the Association;

6.2.2 subject to the Act and this Constitution, has power to perform all such acts and things as appear to the Committee to be essential for the proper management of the business and affairs of the Association; and

6.2.3 may from time to time make by - laws for the conduct and management of the Association and for the ensuring compliance by the Member Clubs with any directions and determinations of the Committee in respect of matters referred to in Paragraph 6.2.4.

6.2.4 shall take all actions that are deemed to be necessary to advance the objects of the Association and without limiting the generality thereof shall:

- a) deal with any applications to hold Association sanctioned open and amateur tournaments;
- b) organise the running of the Northern Territory Amateur Golf Championships for each year;
- c) make such regulations it shall think fit with regard to inter - club competitions;
- d) liaise with Northern Territory Government authorities on the development of the game of golf throughout the Northern Territory; and
- e) have the power to delegate responsibilities and functions of the Committee to sub-committees from time to time.

## **7 COMPOSITION OF COMMITTEE**

- 7.1 The Committee shall be elected at the Annual General Meeting and shall consist of:
- 7.1.1 a President who shall be elected by the Authorised Delegates from within the membership of Member Clubs;
  - 7.1.2 a Vice President who shall be elected by the Authorised Delegates from within the membership of Member Clubs;
  - 7.1.3 a Secretary who shall be elected by the Authorised Delegates from within the membership of Member Clubs;
  - 7.1.4 a Treasurer who shall be elected by the Authorised Delegates from within the membership of Member Clubs;
  - 7.1.5 four (4) members who shall be elected by the Authorised Delegates of the Committee from within the membership of Member Clubs;

PROVIDED THAT there shall always be three (3) male members (in any capacity) and three (3) female members (in any capacity) on the Committee.

- 7.2 Members of the Committee shall hold office for one (1) year PROVIDED THAT:
- 7.2.1 in the year that this Constitution is adopted, the Vice President, the Treasurer and the last member elected to the Committee shall hold office until the first annual General Meeting after the date of their election; and
  - 7.2.2 the President, Secretary and the first two (2) members elected to the Committee shall hold office until the second annual General Meeting next after the date of their election.
- 7.3 Each member of the Committee is eligible for re-election.
- 7.4 In the event of a casual vacancy occurring in the office of a member of the Committee, the Committee may appoint a Financial Member to the Committee to fill the vacancy and the member so appointed shall hold office, subject to this Constitution, until the conclusion of the annual General Meeting next following the date of the appointment.

## **8 ELECTION OF MEMBERS OF COMMITTEE**

- 8.1 Only members of a Member Club who are Financial Members at the time of nomination are eligible for election to the Committee.
- 8.2 Nominations for candidates for election as members of the Committee:
- 8.2.1 shall be on the prescribed form provided by the Association;
  - 8.2.2 shall have their Financial Member status confirmed by their Member Club;
  - 8.2.3 shall be accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and

- 8.2.4 shall be delivered to the Public Officer at least twenty eight (28) days before the date fixed for the holding of the annual General Meeting.
- 8.3 If insufficient nominations are received to fill all vacancies on the Committee, the candidates nominated shall be deemed to be elected and further nominations shall be received at the annual General Meeting.
- 8.4 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.
- 8.5 If the number of nominations exceeds the number of vacancies to be filled, a ballot shall be held.
- 8.6 If there is only one candidate nominated for a particular vacancy, the chairman of the meeting shall declare that candidate so elected to the particular position for which that person was nominated, provided always that if a candidate is also nominated for another position in respect of which a ballot is called for, the chairman may defer deciding upon the uncontested position pending the outcome of the ballot for that other position.
- 8.7 The result of any ballot for election to a position on the Committee shall be decided by majority vote. In the event of an equality of voting for two or more candidates, the chairman of the meeting shall have the casting vote.
- 8.8 On completion of any ballot, the chairman of the meeting shall declare the name of the successful candidate and the position to which that person has been elected to serve on the Committee.
- 8.9 If there remains no candidate nominated for a particular vacancy as a result of action taken pursuant to the preceding Clause, the Committee may fill that vacancy at its discretion from within the ordinary membership of Member Clubs. Any member of the Committee appointed pursuant to this Clause shall hold office until the next annual General Meeting following the date of the appointment.
- 8.10 The President or in his absence, the Vice President, shall preside as chairman at every general meeting of the Committee. When the position of President is being voted upon, the President shall stand aside in favour of the Vice President or if the Vice President is absent from the meeting, the members present shall elect one (1) of their number to preside as chairman.

## **9 VACATION OF OFFICE**

- 9.1 For the purposes of this Constitution, the office of an officer of the Committee becomes vacant if the officer:
- 9.1.1 dies;
- 9.1.2 becomes bankrupt or applies to take or takes advantage of any law relating to bankrupt or insolvent debtors or compounds with his or her creditors;

- 9.1.3 becomes of unsound mind;
- 9.1.4 resigns the office by writing under his or her hand addressed to the Committee;
- 9.1.5 remains as a non Financial Member of their Member Club for a period in excess of one (1) month; or
- 9.1.6 fails, without leave granted by the Committee, to attend three (3) consecutive meetings of the Committee.

## **10 MEETINGS OF THE COMMITTEE**

- 10.1 The Committee shall meet at least once in each quarter year at such place and at such times as the President may determine.
- 10.2 Special meetings of the Committee may be convened by the President or any two (2) of its members.
- 10.3 Sufficient notice shall be given to members of the Committee of any special meeting specifying the general nature of the business to be transacted and no other business shall be transacted at such a meeting.
- 10.4 Any five (5) members of the Committee (at least one (1) of whom must be male and one (1) of whom must be female) constitute a quorum for the transaction of the business of a meeting of the Committee.
- 10.5 No business shall be transacted unless a quorum is present and if within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place at the same hour on the second business day thereafter unless the meeting was a special meeting, in which case it lapses.
- 10.6 At any meeting reconvened following an adjournment under Clause 10.5, any three (3) members of the Committee (at least one (1) of whom must be male and one (1) of whom must be female and one (1) of whom shall be either the President or Vice President) shall constitute a quorum for the transaction of the business of that adjourned meeting of the Committee.
- 10.7 At meetings of the Committee the President, or in his absence the Vice President shall preside.
- 10.8 Questions arising at meeting of the Committee shall be determined on a show of hands or, if demanded by a member, by a poll taken in such manner as the person presiding at the meeting may determine.
- 10.9 Notice of each Committee meeting shall be served on each member of the Committee at a reasonable time before the meeting.
- 10.10 Draft Minutes of each meeting of the Committee shall be distributed to the Member Clubs within twenty eight (28) days of the conclusion of each meeting.

## **11 DISCLOSURE OF INTERESTS IN CONTRACTS, ETC**

- 11.1 A member of the Committee who is interested in any contract or arrangement made or proposed to be made with the Association shall disclose his interest at the first meeting of the Committee (as appropriate) at which the contract or arrangement is first taken into consideration if his interest then exists, or in any other case, at the first meeting of the Committee after the acquisition of his interest.
- 11.2 If a member of the Committee becomes interested in a contract or arrangement after it is made or entered into he shall disclose his interest in writing at the first meeting of the Committee (as appropriate) after he becomes so interested.
- 11.3 No member of the Committee shall vote as a member of the Committee (as appropriate) in respect of any contract or arrangement in which he is interested.

## **FINANCE**

### **12 FINANCIAL YEAR AND ANNUAL YEAR**

- 12.1 The financial year of the Association is the period beginning on 1 July in each year and ending on 30 June in the following year.
- 12.2 Each Member Club shall contribute each year to the Association such membership fees as are fixed from time to time at the Annual General Meeting.
- 12.3 Any membership fee so fixed is to be paid by the Member Clubs by 30 September in each year.
- 12.4 If a Member Club fails to pay all arrears of any subscriptions due by it by 31 October in any year, it shall automatically cease to be a financial member of the Association and shall have no right of representation at meetings of the Association.

### **13 ACCOUNTS OF RECEIPT, EXPENDITURE, ETC**

- 13.1 True accounts shall be kept:
- 13.1.1 of all sums of money received and expended by the Association and the matter in respect of which the receipt of expenditure takes place; and
- 13.1.2 of the property, credits, and liabilities of the Association and subject to any reasonable restrictions as to time and manner of inspecting them that may be imposed by the Association for the time being, these accounts shall be open to the inspection of the members of the Association.
- 13.2 The Treasurer of the Association shall faithfully keep all general records, accounting books and records of receipt and expenditure connected with the operations and business of the Association in such form and manner as the Committee may direct.
- 13.3 The accounts, books and records referred to in clause 13 .1 and 13.2 shall be kept at the Association's office or at such other place as the Committee may decide.

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## **14 BANKING AND FINANCE**

- 14.1 The Treasurer of the Association shall, on behalf of the Association, receive all moneys paid to the Association and forthwith after the receipt thereof issue official receipts therefore.
- 14.2 The Committee shall cause to be opened with such bank as the Committee selects a banking account in the name of the Association into which all moneys received shall be paid by the Treasurer as soon as possible after receipt thereof.
- 14.3 The Committee may receive from the Association's bank or bankers for the time being a cheque drawn by the Association on any of its accounts with the bank or bankers and may release and indemnify the bank or bankers from and against all claims, actions, suits or demands that may be brought against the bank or bankers arising directly or indirectly out of those cheques or the surrender thereof to the Association.
- 14.4 Except with the authority of the Committee, no payment of a sum exceeding ONE HUNDRED DOLLARS (\$100.00) shall be made from the funds of the Association otherwise than by cheque drawn on the Association's bank account, but the Committee may provide the Treasurer with a sum to meet urgent expenditure subject to the observance of such conditions in relation to the use and expenditure thereof as the Committee may impose.
- 14.5 No cheques shall be drawn on the Association's bank account except for the payment of expenditure that has been authorised by the Committee or in the case of emergencies decisions to make payments can be ratified at the next meeting of the Committee.
- 14.6 All cheques, electronic transfers, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed or authorised by two members of the Committee as the Committee may nominate for that purpose.

## **15 AUDITOR**

- 15.1 At each annual General Meeting of the Association, the members present shall appoint a person who is not a member or the Public Officer of the Association as the auditor of the Association.
- 15.2 A person so appointed shall hold office until the annual General Meeting next after that at which he is appointed, and is eligible for re-appointment.
- 15.3 If an appointment is not made at an annual General Meeting the Committee shall appoint an auditor of the Association for the then current financial year of the Association.
- 15.4 If a casual vacancy occurs in the office of auditor during the course of a financial year of the Association, the Committee may appoint a person as the auditor and the

person so appointed shall hold office until the next succeeding annual General Meeting.

## **16 AUDIT OF ACCOUNTS**

- 16.1 At least once in each financial year of the Association the accounts of the Association shall be examined by the auditor.
- 16.2 The auditor shall certify as to the correctness of the accounts of the Association and shall report thereon to the members present at the annual General Meeting.
- 16.3 In his report and in certifying the accounts, the auditor shall state:
- 16.3.1 whether he has obtained the information required by him;
  - 16.3.2 whether, in his opinion, the accounts are properly drawn up so as to exhibit a true and correct view of the financial position of the Association according to the information at his disposal and the explanations given to him as shown by the books of the Association; and
  - 16.3.3 whether the Constitution relating to the administration of the funds of the Association have been observed.
- 16.4 The Public Officer shall cause to be delivered to the auditor a list of all accounts, books and records of the Association.
- 16.5 The auditor:
- 16.5.1 has a right of access to the accounts, books, records, vouchers and documents of the Association;
  - 16.5.2 may require from the servants of the Association such information and explanations as may be necessary for the performance of his duties as auditor;
  - 16.5.3 may employ persons to assist him in investigating the accounts of the Association; and
  - 16.5.4 may, in relation to the accounts of the Association, examine any member of the Committee or any servant of the Association.

## **MEETINGS**

### **17 ANNUAL GENERAL MEETING**

- 17.1 The Association shall, in each year, hold an annual General Meeting.
- 17.2 The annual General Meeting shall be held within five (5) months of the end of the Association's financial year upon such day as the Committee may determine.
- 17.3 The annual General Meeting shall be in addition to any other general meetings that may be held in the same year.
- 17.4 The annual General Meeting shall be specified as such in the notice convening it.

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- 17.5 The ordinary business of the annual General Meeting shall be:
- 17.5.1 apologies;
  - 17.5.2 to confirm the minutes of the last preceding annual General Meeting and of any general meeting held since that meeting;
  - 17.5.3 to receive from the Committee, auditor and servants of the Association reports upon the transactions of the Association during the last preceding year;
  - 17.5.4 to elect the officers of the Committee whose positions fall vacant at that meeting;
  - 17.5.5 to appoint the auditor and determining his remuneration;
  - 17.5.6 to determine the subscriptions under Clause 12.2;
  - 17.5.7 to determine the remuneration of servants of the Association; and
  - 17.5.8 to determine the venues for the Northern Territory Amateur Golf Championships.
- 17.6 The annual General Meeting may transact special business of which notice is given in accordance with these Clauses.
- 17.7 All General Meetings other than the annual General Meeting shall be called Special General Meetings.

## **18 SPECIAL GENERAL MEETING**

- 18.1 The Committee may, whenever it thinks fit, convene a Special General Meeting of the Association.
- 18.2 The Committee shall, on the requisition in writing of not less than three (3) Authorised Delegates, convene a Special General Meeting of the Association.
- 18.3 A requisition for a Special General Meeting shall state the objects of the meeting and shall be signed by the requisitioner and deposited at the office of the Association and may consist of several documents in the like form, each signed by one (1) or more of the requisitionists.
- 18.4 If the Committee does not cause a Special General Meeting to be held within twenty-one (21) days from the date on which a requisition therefore is deposited at the office of the Association, the requisitionists, or any of them may convene the meeting; but any meeting so convened shall not be held after three (3) months from the date of the deposit of the requisition.
- 18.5 A Special General Meeting convened by requisitionists in pursuance of this Constitution shall be convened in the same manner as nearly as possible as that in which those meetings are convened by the Committee, and all reasonable expenses incurred in convening the meeting shall be refunded by the Association to the persons incurring them.

## **19 NOTICES OF GENERAL MEETINGS**

- 19.1 The Public Officer shall, at least twenty one (21) days before the date fixed for holding a general meeting of the Association cause a notice to be distributed to each Member Club specifying the place, day and time for the holding of the meeting, and the nature of the business to be transacted thereat.
- 19.2 If in the opinion of the Committee any motion or matter which would otherwise be dealt with by and at a meeting of the Committee should be dealt with by means of a Postal Vote without convening a Committee meeting for the purpose, the Committee may cause a Postal vote to be taken accordingly.
- 19.3 In any Postal Vote, voting papers shall be sent to the Authorised Delegates of the Member Clubs in all respects as if the time and place nominated by the Committee for the return of voting papers, were the time and place of a duly convened meeting of the Committee.
- 19.4 The provisions of Clause 24 hereof shall apply to determination of any postal vote and any resolution so determined shall be deemed to be a resolution duly passed at a meeting of the Committee.

## **20 BUSINESS AND QUORUM AT GENERAL MEETING**

- 20.1 All business that is transacted at Special General Meetings and all business that is transacted at the annual General Meeting with the exception of that specifically referred to in this Constitution as being the ordinary business of the annual General Meeting, shall be deemed to be special business.
- 20.2 No item of business shall be transacted at a General Meeting unless a quorum of members entitled under this Constitution to vote is present during the time when the meeting is considering that item.
- 20.3 A quorum for the General Meeting shall be four (4) members of the Committee (at least one (1) of whom must be male and one (1) of whom must be female) together with such Authorised Delegates, representing at least one half of the Member Clubs entitled to vote.
- 20.4 If within one (1) hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; and in any other case it shall stand adjourned until the same day in the next week, at the same time (unless another place is specified by the chairman at the time of the adjournment or by written notice to members given before the day to which the meeting is adjourned) at the same place, and if at the adjourned meeting a quorum is not present within one (1) hour after the time appointed for the commencement of the meeting, those present shall be deemed to constitute a quorum. The chairman shall notify the members that a meeting has

been adjourned and of the date, time and place when and where the meeting shall reconvene.

## **21 CHAIRMAN TO PRESIDE AT GENERAL MEETING**

21.1 The President, or in his absence, the Vice President, shall preside as chairman at every general meeting of the Association.

21.2 If the President and Vice President are absent from the General Meeting, the members present shall elect one (1) of their number to preside as chairman.

## **22 ADJOURNMENT OF GENERAL MEETING**

22.1 The chairman of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

22.2 Where a meeting is adjourned for fourteen (14) days or more, the like notice of the adjourned meeting shall be given as in the case of the original meeting.

## **23 DETERMINATION OF QUESTIONS AT A GENERAL MEETING**

A question arising at a General Meeting of the Association shall be determined on a show of hands and unless before or on the declaration of the result of the show of hands a poll is demanded by two (2) or more Authorised Delegates, a declaration by the President that a resolution has, on a show of hands, been carried or carried unanimously, or carried by a particular majority or lost, and an entry to that effect in the minute book of the Association is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

## **24 VOTES**

Upon any question arising at a General Meeting of the Association, each Authorised Delegate of a Member Club shall have one (1) vote only.

24.1 All votes shall be given personally.

24.2 In the case of an equality of voting on a question, such question shall be decided in the negative.

## **25 TAKING OF POLL**

If at a meeting a poll of any question is demanded, it shall be taken at that meeting in such manner as the chairman may direct and the result of the poll shall be deemed to be the resolution of the meeting on that question.

## **26 WHEN POLL TO BE TAKEN**

A poll that is demanded on the election of a chairman, or on a question of adjournment shall be taken forthwith, and a poll that is demanded on any question shall be taken at such time before the close of the meeting as the chairman may direct.

## **MISCELLANEOUS**

### **27 NOTICES**

- 27.1 A notice may be served by or on behalf of the Association upon any Member Club by sending it through the post in a registered letter addressed to the Member Club.
- 27.2 Every Member Club shall keep the Secretary of the Association informed of its change of address.

### **28 GRIEVANCE AND DISPUTES PROCEDURES**

- 28.1 This clause applies to disputes involving the Association between:
  - 28.1.1 a Member Club and another Member Club; or
  - 28.1.2 a Member Club and the Committee.
- 28.2 Within fourteen (14) days after the dispute comes to the attention of the parties to the dispute, they must meet and discuss the matter in dispute, and, if possible, resolve the dispute.
- 28.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within ten (10) days after the meeting, hold another meeting in the presence of a mediator.
- 28.4 The mediator must be:
  - 28.4.1 A person chosen by agreement between the parties; or
  - 28.4.2 in the absence of agreement:
    - 28.4.2.1 for a dispute between a Member Club and another Member Club – a person appointed by the Committee; or
    - 28.4.2.2 for a dispute between a Member Club and the Committee – a person who is a mediator appointed or employed by the department administering the Act.
- 28.5 A Financial Member of a Member Club of the Association can be a mediator.
- 28.6 The mediator cannot be a party to the dispute.
- 28.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 28.8 The mediator, in conducting the mediation, must:
  - 28.8.1 give the parties to the mediation process every opportunity to be heard;

28.8.2 allow due consideration by all parties of any written statement submitted by any party; and

28.8.3 ensure natural justice is accorded to the parties to the dispute throughout the mediation process.

28.9 The mediator must not determine the dispute.

28.10 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

## **29 EXPULSION OR SUSPENSION OF MEMBER CLUBS**

29.1 Subject to this Clause, the Committee may expel or suspend a Member Club from the Association if, in the opinion of the Committee, the Member Club has been guilty of conduct detrimental to the interests of the Association.

29.2 The expulsion of a Member Club pursuant to Clause 29.1 does not take effect:

29.2.1 until the expiration of fourteen (14) days after the service on the Member Club of a notice under Clause 29.3; or

29.2.2 if the Member Club exercises its right of appeal under this Clause until the conclusion of the Special General Meeting convened to hear the appeal

whichever is the later date.

29.3 Where the Committee expels a Member Club from the Association, the Public Officer shall, without undue delay cause to be served on the Member Club a notice in writing:

29.3.1 stating that the Committee has expelled the Member Club;

29.3.2 specifying the grounds for the expulsion; and

29.3.3 informing the Member Club that if it so desires it may, within fourteen (14) days after the service of the notice on it, appeal against the expulsion as provided in this Clause.

29.4 A Member Club on whom a notice under Clause 29.3.3 is served may appeal against the expulsion to a Special General Meeting by delivering or sending by post to the Public Officer within fourteen (14) days after the service of that notice, a requisition in writing demanding the convening of such a meeting for the purpose of hearing the appeal.

29.5 Upon receipt of a requisition under Clause 29.3.3, the Public Officer shall forthwith notify the Committee of its receipt and the Committee shall thereupon cause a Special General Meeting of Member Clubs to be held within twenty-one (21) days after the date on which the requisition is received by the Public Officer.

29.6 At a Special General Meeting convened for the purpose of this Clause:

- 29.6.1 no business other than the question of the expulsion shall be transacted;
  - 29.6.2 the Committee may place before the meeting details of the grounds of the expulsion and the Committee 's reasons for the expulsion;
  - 29.6.3 the expelled Member Club shall be given an opportunity to be heard; and
  - 29.6.4 the Member Clubs present shall vote by secret ballot on the question as to whether the expulsion should be lifted or confirmed.
- 29.7 If at a Special General Meeting a majority of the Member Clubs present vote in favour of the lifting of the expulsion, the expulsion shall be deemed to have been lifted and the expelled Member Club is entitled to continue its membership of the Association.
- 29.8 If at a Special General Meeting a majority of the Member Clubs present vote in favour of the confirmation of the expulsion, the expulsion takes effect and the expelled Member Club ceases to be a Member Club of the Association.
- 29.9 Where the Committee suspends a Member Club from the Association, the Public Officer shall, without undue delay cause to be served on the Member Club a notice in writing:
- 29.9.1 stating that the Committee has suspended the Member Club;
  - 29.9.2 specifying the grounds for the suspension;
  - 29.9.3 specify the length of the suspension; and
  - 29.9.4 informing the Member Club that if it rectifies the fault or event leading to the suspension, the suspension will be lifted.

### **30 ALTERATION OF THE CONSTITUTION**

- 30.1 The Constitution may be amended by resolution passed by a two-thirds majority vote of Member Clubs voting at a Special General Meeting.
- 30.2 Notice of the proposed amendment shall be included in the notice calling the Special General Meeting.
- 30.3 An amendment to the objects and purposes of the Association shall not be effective until approved by the Registrar.
- 30.4 An alteration to the objects, purposes or Constitution is of no effect until a copy of the alteration is lodged with the Registrar.

### **31 COMMON SEAL OF THE ASSOCIATION**

- 31.1 The common seal of the Association shall be in the form of a rubber stamp inscribed with the name of the Association encircling the word "Seal".
- 31.2 The seal of the Association shall not be fixed to any instrument except by the authority of the Committee and the affixing thereof shall be attested by the

signatures either of the President and one (1) member of the Committee or such other person as the Committee may appoint for that purpose, and that attestation is sufficient for all purposes that the seal was affixed by authority of the Committee.

31.3 The seal shall remain in the custody of the Public Officer.

## **32 WINDING UP**

32.1 The Association may be dissolved or wound up by resolution at any general meeting of members of the Association called for that purpose.

32.2 If upon the dissolution or winding up of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be distributed among Member Clubs to the Association. The proceeds of property referred to this Clause shall be distributed to Member Clubs in proportional shares calculated on the basis of the relationship that their individual annual affiliation payments bears to the total affiliation fees fixed and received by the Association.

## **33 INSURANCE**

33.1 The Association may pay, or agree to pay, a premium in respect of a contract of insurance insuring a person who is or has been a member of the Committee or an officer of the Association against a liability:

33.1.1 Incurred by the person in their capacity as an officer of the Association or in the course of acting in connection with the affairs of the Association or otherwise arising out of the officer holding such office providing that the liability does not arise out of conduct involving a willful breach of duty in relation to the Association or a contravention of the Act; or

33.1.2 For the costs and expenses incurred by that person in defending proceedings, no matter what the outcome.

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Adopted 30 May 2007