

Rusty Bears Softball Club Incorporated



CONSTITUTION

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1. NAME OF CLUB

The name of the Club is Rusty Bears Softball Club Incorporated ("the Club"). The Club shall be classified as a Local Club and as such will be fully affiliated with the Central Coast Softball Association (CCSA).

2. OBJECTS OF CLUB

The objects for which the Club is established and maintained are to:

- a. Encourage, promote, develop, conduct and manage the game of Softball
- b. Affiliate and liaise with CCSA on behalf of the Members; use and protect the Intellectual Property;
- c. Pursue through itself or others such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further these Objects;
- d. Further develop the Club into an organised institution; promote the health and safety of Members;
- e. Establish and conduct educational program, in conjunction with the CCSA, for officials in the implementation and interpretation of Softball rules and standards;
- f. Adopt and implement (as required) appropriate policies, including policies in relation to equal opportunity, equity, drugs in sport, health, safety, junior and senior Softball programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in Softball;
- g. In accordance with the Club's regulations, adopt and implement (as required) Softball competition rules and regulations and such other matters as arise from time to time as issues to be addressed in Softball;
- h. Represent the interests of its Members generally in any appropriate forum; have regard to the public interest in its operations; encourage and promote performance-enhancing drug free competition; and
- i. Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

3. DEFINITIONS AND INTERPRETATION

3.1 Definitions

In this Constitution, unless the contrary intention appears, these words shall have the following meanings:

"Affiliate" means clubs in the CCSA's Area who shall affiliate to CCSA.

"Affiliation" means the Club will affiliate to CCSA - the Regional Sporting Organisation.

"Club" means the Rusty Bears Softball Club Incorporated.

“Club Area” means the area of the Club as determined by Softball NSW Inc and/or its affiliate i.e. Central Coast. Detailed information relating to the Club Area is provided in the CCSA Regulations.

“Committee of Management” means the body consisting of the Office Bearers of the Club.

“Committee Member” a member of the Committee of Management elected or appointed in accordance with this constitution and Club regulations.

“Club Member” means a registered financial member of the Club.

“Constitution” means this Constitution and includes the Regulations.

“Delegate” means the person appointed to represent the Club at the CCSA level.

“Financial Year” means the year ending 30th April in each year.

“Fees” means fees made by the Annual General Meeting of the Club under **Rule 8**.

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

“Individual Member” means a registered financial member of the Club i.e. player, coach, umpire, official and others deemed an Individual Member under **Rule 4.1.b**.

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

“Life Member” means a person appointed as a life member under **Rule 4.3**.

“Member” means a member for the time being of the Club under **Rule 4.1**.

“Objects” means the objects of the Club in **Rule 2**.

“Regulations” means Regulations, by-laws or policies made by the Committee of Management of the Club under **Rule 37**.

“Special Resolution” means a special resolution passed in accordance with the Act.

“The Act” means the current *Clubs Incorporation Act (NSW)*.

“Teams” means Softball teams in the Club.

3.2 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 or the performance of the duty;

- c. Words importing the singular include the plural and vice versa;
- d. Words importing any gender include the other gender;
- e. References to persons include corporations and bodies politic;
- f. References to a person include the legal personal representatives, successors and permitted assigns of that person;
- g. 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); and
- h. A reference to “writing” shall unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

3.3 Severance

If any provision of this Constitution or any phrase contained in them is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, 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 or affecting the validity or enforceability of that provision in any other jurisdiction.

3.4 The Act

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

3.5 Seal

The Club may have a Seal upon which its corporate name shall appear in legible characters. The Seal must not be used without the express authorisation of the Committee. Every use of the Seal shall be recorded in the Club’s minute book. The affixing of the Seal must be witnessed by two (2) Committee Members, unless the Committee determines otherwise.

4. MEMBERSHIP

4.1 Categories of Members

The Members of the Club shall consist of:

- a. **Individual Members**, who are players, coaches, umpires or officials must be financial members and shall have the right to be present and to debate at meetings within their own Club.
- b. **Life Members**, who subject to these Rules, shall have the right to be present and debate at meetings of the Club and shall have voting rights if registered with the Club.
- c. Such new categories of Members, created in accordance with **Rule 4.2**.

4.2 Creation of New Categories

The Committee of Management has the right and power from time to time to create new categories of membership with such rights, privileges and obligations as are determined applicable (other than voting rights), even if the effect of creating a new category is to alter rights, privileges or obligations of an existing category of Members. No new category of membership may be granted voting rights without an amendment to this Constitution.

4.3 Life Members

- a. The Committee of Management may recommend to the Annual General Meeting that any person, who has rendered distinguished or special service to the Club, may be granted Life Membership.
- b. Individual Members may recommend to the Committee of Management a person who has rendered distinguished or special service for consideration as a Life Member.
- c. A resolution of the Annual General Meeting to confer Life Membership on the recommendation of the Committee of Management must be passed by a Special Resolution. The vote on such resolution will be taken by secret ballot and will be by majority.
- d. Elected Life Members shall be exempt from fees and shall be afforded one vote at Annual General Meetings.
- e. Life Members may hold office but may only exercise their voting rights in one capacity.
- f. The Committee of Management has the right to suspend a Life Membership for breaches of this constitution including but limited to matters of discipline. The Committee of Management may then recommend to the Annual General Meeting, or to a called Special General Meeting, that the Life Membership be revoked.
- g. A resolution to revoke Life Membership on the recommendation of the Committee of Management must be passed by a Special Resolution. The vote on such resolution will be taken by secret ballot and will be by majority.

5. MEMBERSHIP REGULATIONS

Unless otherwise provided by, but always subject to this Constitution, the conditions, obligations and privileges of all categories of membership shall be as prescribed in the Regulations.

6. APPLICATION FOR MEMBERSHIP

6.1 Application

An application for membership must be: in writing on the form prescribed by the Committee of Management from time to time and accompanied by the appropriate fee and otherwise in compliance with the requirements set out **Rule 6.3** and in the Regulations (if any).

6.2 Discretion to Accept or Reject Application

The Club may accept or reject an application whether the applicant has complied with the requirements in **Rule 6.1** or not. The Club will make a decision on an application within **28 days** of receiving the application.

- a. Where the Club accepts an application, the applicant will become a Member. Membership of the Club will commence upon acceptance of the application by the Club for one financial year.
- b. If the Club rejects an application, the Club will refund any fees forwarded with the application, and the application will be deemed rejected by the Club.

7. RENEWAL OF MEMBERSHIP

Members must renew their membership with the Club annually in accordance with the procedures set down by **Rule 6.1** and the Regulations (if applicable).

8. SUBSCRIPTIONS, FEES AND LEVIES

The annual membership subscription fees and any levies payable by Members, including the time for and manner of payment, may be determined by the Committee from time to time and must be approved by the Annual General Meeting.

- a. A member of the Club must, on admission to membership, pay to the Club the prescribed fee
- b. In addition to any amount payable by the member under Rule 8.a, a member of the Club must pay to the Club the annual membership fee determined at the Annual General Meeting before 1 July in each calendar year, or
- c. If the member becomes a member on or after 1 July in any calendar year on becoming a member and before 1 July in each succeeding calendar year.

9. REGISTER OF MEMBERS

9.1 Register

The Club shall keep and maintain a register of Members in which shall be entered the full name, address, date of birth, class of membership together with the date on which the person became a member.

The register of members must be kept in New South Wales:

- a. At the main premises of the Club, or
- b. If the Club has no premises, at the Club's official address.

9.2 Inspection of Register

Having regard to confidentiality consideration

- a. An extract of the Register, excluding the contact details, other than email of any Member, shall be available for inspection by Members, free of charge upon reasonable request.
- b. A member of the Club may obtain a copy of any part of the Register on payment of a fee of not more than \$1 for each page copied.
- c. If a member requests that any information contained on the Register about the Member (other than the Member's name and email) be available for inspection, that information must not be made available for inspection.
- d. A member must not use information about a person obtained from the Register to contact or send material to the person, other than for:
 - i. The purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the Club or other material relating to the Club, or
 - ii. Any other purpose necessary to comply with a requirement of the Act or the Regulations.

10. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- a. This Constitution constitutes an agreement between each of them and the Club and that they are bound by this Constitution and the Regulations;
- b. They shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Committee of Management or any duly authorised Committee;
- c. By submitting to this Constitution and the Regulations they are subject to the control and jurisdiction of the Club;
- d. This Constitution and Regulations are necessary and reasonable for promoting the Objects;
- e. They are entitled to all benefits, advantages, privileges and services of the Club membership; and
- f. They will not become a party to any suit at law or equity, against the Club, any Member or any other person subject to this Constitution, until all remedies and avenues of appeal allowed by this Constitution have been exhausted, save with the written consent of the Club.

11. DISCONTINUANCE OF MEMBERSHIP

11.1 Notice of Resignation

A person ceases to be a member if the person:

- a. Resigns

- b. Is expelled for breach
- c. Becomes an un-financial Club Member

Any Member which or who has paid all monies due and payable to the Club may resign from the Club by giving one (1) months' notice in writing to the Club of such intention to withdraw or resign and upon the expiration of that period of notice, the Member shall cease to be a Member.

11.2 Expiration of Notice Period

Upon the expiration of a notice given under **Rule 11.1a**, an entry, recording the date on which the Member who or which gave notice ceased to be a Member, and any other Members whose membership ceases at the time under **Rule 11.1b** shall be recorded in the Register.

11.3 Discontinuance for Breach

- a. Membership of the Club may be discontinued by the Committee upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Committee or any duly authorised Committee Representative.
- b. Membership shall not be discontinued by the Committee under clause 11.3a without the Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- c. Where a Member fails, in the Committee's view, to adequately explain the breach, that Member's membership shall be discontinued under clause 11.3a by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this clause 11.3 as soon as practicable.

11.4 Discontinuance for Failure to Re-Affiliate

Membership of the Club may be discontinued by the Committee if an individual has not re-affiliated with the Club within one month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this clause 11.4 as soon as practicable.

11.5 Member to Re-Apply

A Member whose membership has been discontinued under clauses 11.3 or 11.4:

- 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 Committee.

11.6 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights and claims upon the Club, its property including its Intellectual Property and all competition rights.

Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately. Where an individual ceases to be a Member it shall also forfeit all representation rights on the Committee and at General Meetings.

11.7 Position Lapses

The position of a member shall lapse immediately on cessation of membership of the Club.

11.8 Membership may be Reinstated

Membership which has been discontinued under Rule 11 may be reinstated at the discretion of the Committee, with such conditions as it deems appropriate.

11.9 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded if they have not participated in any game prior to registrations being submitted to Softball NSW.

12. DISCIPLINE OF MEMBERS

Where the Committee is advised or considers that a Member has allegedly:

- a. Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, other constitutions or regulations as determined appropriate by the Committee, or any resolution or determination of the Committee or any duly authorised Committee Representative; or
- b. Acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or softball; or
- c. Brought the Club or any other Member or softball into disrepute;

The Committee may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations.

The Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but subject always to the Act.

13. ANNUAL GENERAL MEETING

The Annual General Meeting of the Club shall be held in accordance with the provisions of the Act at a venue to be determined by the Committee within 6 months after the close of the Club's financial year.

All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

13.1 Notice of the Annual General Meeting

Notice of Annual General Meetings shall be given to every Life Member and member at the address or email appearing in the register kept by the Club. No other person shall be entitled as of right to receive notices of Annual General Meetings.

A notice of an Annual General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.

At least 28 days' notice of the Annual General Meeting shall be given to Members, together with:

- a. Nomination forms for Committee positions
- b. Draft agenda
- c. Calling for notices of motion

15 days prior to the AGM the final, full agenda shall be given to Members including:

- a. Details of nominees for the Committee of Management
- b. Details of notices of motion

13.2 Notices of Motion

All notices of motion for inclusion as special business at an Annual General Meeting must be submitted in writing to the Secretary not less than 18 days (excluding receiving date and meeting date) prior to the Annual General Meeting. Only a Member with a right to vote may submit a notice of motion in accordance with this Rule.

13.3 Business of Annual General Meetings

The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Committee of Management and the election of the Office Bearers of the Committee of Management in the place of those retiring.

All business that is transacted at an Annual General Meeting, with the exception of those matters set down in this rule shall be special business.

13.4 Business Transacted

No business other than that stated on the notice shall be transacted at that meeting.

14. SPECIAL GENERAL MEETINGS

14.1 Special General Meetings May be Held

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

14.2 Requisition of Special General Meetings

- a. The Committee may by resolution convene a Special General Meeting. The Committee shall also convene a Special General Meeting within 28 days of receiving a requisition signed by a minimum of 50% of Club Delegates
- b. The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by Members with a right to vote making the requisition and be sent to the Club and may consist of several documents in a like form, each signed by voting Members making the requisition.
- c. If the Committee does not cause a Special General Meeting to be held within 28 days after the date on which the requisition is sent to the Club, Members with a right to vote making the requisition, or any of them, may convene a Special General Meeting to be held not later than one (1) month after that date.
- d. A Special General Meeting convened by voting Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Committee. All reasonable expenses incurred in convening the meeting shall be refunded by the Club to the Member with a right to vote incurring the expenses.

14.3 Notice of a Special General Meeting

Notice of Special General Meetings shall be given to every Affiliated Club and Life Member at the address or email appearing in the register kept by the Club. No other person shall be entitled as of right to receive notices of Special General Meetings.

A notice of a Special General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.

At least 28 days' notice of the Special General Meeting shall be given to Members, together with:

- a. draft agenda
- b. calling for notices of motion

15 days prior to the Special General Meeting the final, full agenda shall be given to Members including details of notices of motion

14.4 Notices of Motion

All notices of motion for inclusion as special business at a Special General Meeting must be submitted in writing to the Secretary not less than 18 days (excluding receiving date and meeting date) prior to the General Meeting. Only a Member with a right to vote may submit a notice of motion in accordance with this Rule.

14.5 Business of Special General Meetings

The business to be transacted at the Special General Meeting includes the consideration of accounts and the reports of the Committee of Management.

All business that is transacted at a Special General Meeting, with the exception of those matters set down in this rule shall be special business.

14.6 Business Transacted

No business other than that stated on the notice shall be transacted at that meeting.

15. GENERAL MEETINGS

General Meetings of the Club shall be held as deemed appropriate by the Committee.

15.1 Notice of General Meetings

Notice of General Meetings shall be given to every Club member, and Life Member as appropriate, at the address or email appearing in the register kept by the Club. No other person shall be entitled as of right to receive notices of General Meetings.

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.

At least 14 days' notice of the General Meeting shall be given to Members.

- a. draft agenda
- b. calling for notices of motion

7 days prior to the General Meeting the final, full agenda shall be given to Members including details of notices of motion.

15.2 Notices of Motion

All notices of motion for inclusion as business at a General Meeting must be submitted in writing to the Secretary not less than 7 days (excluding receiving date and meeting date) prior to the General Meeting. Only a Member with a right to vote may submit a notice of motion in accordance with this Rule.

15.3 Business of General Meetings

The business to be transacted at the General Meeting includes the consideration of accounts, the reports of the Committee of Management and items relating to the governance of the Club.

15.4 Business Transacted

No business other than that stated on the notice shall be transacted at that meeting.

16. QUORUM

No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for meetings of the Club shall be a minimum 51% of Club Members present.

17. PROCEEDINGS AT MEETINGS

17.1 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 two (2) weeks at the same time and place or to such other day and at such other time and place as the Committee 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 Chair 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 28 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

Except as provided in Rule 17.1 it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

17.2 Voting Procedure

At any meeting a resolution put to the vote of the meeting shall be decided by a show of hands unless the meeting agrees (before a resolution is put) that a resolution can be decided by a secret ballot.

17.3 Recording of Determinations

Unless a secret ballot is demanded under **Rule 17.2**, a declaration by the chair that a resolution has on a show of hands 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 Club shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

17.4 Where Secret Ballot Demanded

If a secret ballot is duly demanded under **Rule 17.2** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the secret ballot shall be the resolution of the meeting at which the secret ballot was demanded.

The Chair will appoint a returning officer and scrutineers. In the event of a ballot for the election of any Member the Chair may not appoint any candidate for election as scrutineer or returning officer.

18. VOTING AT MEETINGS

18.1 Members Entitled to Vote

Each Member shall have one vote at General Meeting. Each Life Member shall have an entitlement to vote as stipulated in **Rule 4.1.c.** but may only exercise their voting rights in one capacity. No other Member shall be entitled to vote.

The Committee shall have the right to attend and debate as individuals and will have a vote each.

Only financial Members may vote, i.e. those Members stipulated in **Rule 4.1** as having the right to vote at General Meetings shall be entitled to vote. Other Members shall, subject to this Constitution, have and be entitled to exercise those rights set out in **Rule 4.1** at General Meetings. Where a Member's annual subscription has not been paid within 30 days of the specified date or a Member is indebted to the Club for whatever sum for a period of 28 days or more, they shall not be entitled to exercise their rights set out in **Rule 4.1**.

18.2 Casting Vote

Where voting at General Meetings is equal the Chair may exercise a casting vote. If the Chair does not exercise a casting vote the motion will be lost.

18.3 Postal or Electronic Voting

Postal or electronic voting shall be held in accordance with procedures prescribed by the Committee. All postal or electronic voting shall be conducted under condition of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Committee to conduct the ballot.

18.4 Proxy Voting

- a. Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Committee from time to time, has been duly completed and executed and is lodged with the Chair at or before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote. No Member entitled to vote shall exercise more than one proxy vote at any one time.
- b. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A member shall be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as they think fit.

19. THE COMMITTEE OF MANAGEMENT

19.1 Composition of the Committee of Management

The Committee of Management shall comprise:

- a. five (5) elected Members and;
- b. up to two (2) appointed Members

19.2 Election and Appointment of Committee Members

- a. The elected Members shall be elected in accordance with **Rule 21**.
- b. The appointed Members may be appointed in accordance with **Rule 22**.

19.3 Portfolios

Duties of specific portfolios established for the needs of Softball and the Club shall form part of the Regulations of the Club, except in accordance with the Act

The Committee of Management shall comprise the following portfolios: Chair, Deputy Chair, Treasurer and Secretary in accordance with the Act. The position of Public Officer shall be the Secretary. Other portfolios e.g. Publicity/Marketing will be assigned based on the needs of the Club from time to time.

20. POWERS OF THE COMMITTEE OF MANAGEMENT

Subject to the Act and this Constitution, the business of the Club shall be managed and the powers of the Club shall be exercised by the Committee of Management. The Committee of Management shall act in accordance with the Objects and shall operate for the benefit of the Members.

21. ELECTION OF COMMITTEE OF MANAGEMENT

21.1 Nomination for Committee of Management

Nominations for the Committee of Management shall be called for **28 days** prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall be provided.

Qualifications and job descriptions shall be as determined by the Committee of Management from time to time.

Nominees for elected positions on the Committee of Management must declare any position they hold in any other Club or Affiliate as a Member (howsoever described) or a full time employee.

The AGM shall elect the office-bearers of the Club and ordinary Committee members.

Committee Members are entitled to vote at meetings of the Club.

21.2 Form of Nomination

Nominations must be:

- a. In writing;
- b. On the prescribed form provided for that purpose;
- c. Signed by the Club's Treasurer to ensure that nominee is a financial member;
- d. Certified by the nominee (who must be an Individual Member) expressing their willingness to accept the position for which they are nominated; and
- e. Delivered (in person, by postal mail, facsimile or email) to the Club not less than fifteen (15) days before the date fixed for the holding of the Annual General Meeting.

- f. Verbal nominations for a position will be accepted at the AGM, under the proviso that the nominee is a financial member.

21.3 Elections

- a. If the number of nominations received for the Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Committee, then those nominated shall be declared elected if approved by a motion of confidence by the majority of Members entitled to vote. The motion of confidence will be by secret ballot.
- b. If there are insufficient nominations received to fill all vacancies on the Committee of Management, nominations will be called from the floor of the AGM. If there are still insufficient nominations the positions will be deemed casual vacancies under **Rule 24.1**.
- 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 Committee of Management.
- d. Voting shall be by secret ballot.
- e. Independent scrutineers and returning officers must be appointed.
- f. Voting papers will be destroyed at the conclusion of the meeting.

21.4 Term of Appointment

- a. For the first election of the Club the 3 candidates with the most votes will be elected for 2 years, and the remaining 2 will be elected for 1 year.
- b. Elected Members shall be elected in accordance with this Constitution for a term of two (2) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Members, elected Members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the third Annual General Meeting following.
- c. Three (3) elected Members shall retire in each odd year and two (2) elected Members shall retire in each even year until, after two (2) years the seven (7) original elected Members have retired after which those elected Members (or their replacements) who first retired, shall retire and so on.
- d. Following the adoption of this Constitution, no person who has served as a Member for a period of three (3) consecutive full terms shall be eligible for election or appointment as a Member until the next annual general meeting following the date of conclusion of their last term as a Member (except in the 21.4 e).
- e. If a nomination is not received for a position prior to the AGM, an Elected Member who has already served three (3) consecutive terms may be called upon to stand in the position until such time as a replacement can be found.

22. APPOINTED COMMITTEE MEMBERS

22.1 Appointment of Committee Members

The elected Members may appoint up to two (2) appointed Members.

22.2 Qualifications for Appointed Member

The appointed Member may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Committee of Management composition. They do not need to be registered Members.

22.3 Term of Appointment

- a. Appointed Members may be appointed by the elected Member in accordance with this Constitution for a term of two (2) years, which shall commence from the first Committee of Management meeting after the Annual General Meeting until after the conclusion of the second Annual General Meeting following.
- b. Appointed Members may be appointed to ensure rotational terms that coincide with the elected Members' rotational terms.
- c. Should any adjustment to the term of an appointed Member appointed under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Committee of Management.
- d. Following the adoption of this Constitution, no person who has served as a Member for a period of four consecutive full terms shall be eligible for election or appointment as a Member until the next Annual General Meeting following the date of conclusion of their last term as a Member.

23. VACANCIES ON THE COMMITTEE OF MANAGEMENT

23.1 Casual Vacancies

Any casual vacancy occurring in the position of Member may be filled by the remaining Member from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Member's term under this Constitution.

23.2 Grounds for Termination of a Committee Member

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

- a. Dies;
- b. Becomes bankrupt or makes any arrangement or composition with their 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 their office in writing to the Club;

- e. Is absent without the consent of the Committee of Management from meetings of the Committee of Management held during a period of 6 months;
- f. Holds any office of employment with the Club;
- g. Is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of their interest;
- h. In the opinion of the Committee of Management (but subject always to **Rule 11**):
 - i. has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club; or
 - ii. has brought the Club into disrepute;
- i. Is removed by Special Resolution; or
- j. Would otherwise be prohibited from being a Member of a corporation under the Corporations Act.

23.3 Committee May Act

In the event of a casual vacancy or vacancies in the office of a Member or Members, the remaining Members may act but, if the number of remaining Member is not sufficient to constitute a quorum at a meeting of the Committee of Management, they may act only for the purpose of increasing the number of Members to a number sufficient to constitute such a quorum.

24. COMMITTEE MEETINGS AND QUORUM

24.1 Committee to Meet

The Committee of Management shall meet as often as is deemed necessary in every calendar year for the dispatch of business and may adjourn and, subject to this Constitution otherwise regulate, its meetings as it thinks fit. The Committee should meet at least 9 times a year

24.2 Notice of Committee Meetings

Unless all Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than 14 days written notice of the meeting of the Committee of Management shall be given to each Member. The agenda shall be forwarded to each Member not less than seven (7) days prior to such meeting.

24.3 Quorum

At meetings of the Committee of Management the number of Members whose presence is required to constitute a quorum is three (3).

24.4 Chairing of Committee Meetings

The elected Chair shall be the nominal head of the Club and will act as Chair of any Committee of Management meeting or General Meeting at which they are present.

If the Chair is not present, or is unwilling or unable to preside the Deputy Chair will preside as Chair for that meeting only. If the Deputy Chair is not present or willing or unable to preside the remaining Members shall appoint one (1) of the remaining Members to preside as Chair for that meeting only.

24.5 Decisions of Committee

Subject to this Constitution, questions arising at any meeting of the Committee of Management shall be decided by a majority of votes. All Members shall have one (1) vote on any question. The Chair shall have a casting vote where voting is equal.

24.6 Resolutions not in Meeting

A resolution in writing signed or assented to by facsimile, email or other form of electronic communication by all the Members shall be as valid and effectual as if it had been passed at a meeting of Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Members.

Without limiting the power of the Committee of Management to regulate their meetings as they think fit, a meeting of the Committee of Management may be held where one or more of the Members is not physically present at the meeting, provided that:

- a. All persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other electronic form of communication;
- b. Notice of the meeting is given to all the Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee of Management and such notice specifies that Members are not required to be present in person;
- c. In the event that a failure in communications prevents condition (a) from being satisfied by that number of Members which constitutes a quorum, and none of such 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 condition (a) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated;
- d. Any meeting held where one or more of the Member is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Member is there present and if no Member is there present the meeting shall be deemed to be held at the place where the Chair of the meeting is located.

25. CONFLICTS

25.1 Committee Members' Interests

A Member is disqualified by holding any place of profit or position of employment in the Club or in any company or incorporated Club in which the Club is a shareholder or otherwise interested or from contracting with the Club either as vendor, purchaser or otherwise except with express resolution of approval of the Committee of Management.

Any such contract or any contract or arrangement entered into by or on behalf of the Club in which any Member is in any way interested will be void unless approved by the Committee.

25.2 Conflict of Interest

A Member shall declare their interest in any:

- a. Contractual matter;
- b. Selection matter;
- c. Disciplinary matter;
- d. Or other financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Committee, absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter.

If the Member votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Committee, or if this is not possible, the matter shall be adjourned or deferred.

25.3 Disclosure of Interests

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

25.4 General Disclosure

A general notice that a 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 **Rule 26.3** as regards such Member and the said transactions. After such general notice it is not necessary for such Member to give a special notice relating to any particular transaction with that firm or company.

25.5 Recording Disclosures

Any declaration made or any general notice given by a Member in accordance with **Rules 26.3** and **26.4** must be recorded in the minutes.

26. DELEGATIONS

26.1 Delegate Functions

The Committee may, in writing, create or establish or appoint from among its own members, the Members of the Club or otherwise, Sub-Committees, individual officers or consultants to carry out such duties and functions, and with such powers, as the Committee determines.

It is expressly acknowledged that any entity exercising delegated powers shall have the right to co-opt persons with appropriate experience or expertise to that entity, subject to the Committee's right of veto in respect of that person or anything to the contrary contained in these Rules.

26.2 Delegation to an Instrument as defined in 26.1

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

- a. This power of delegation; and
- b. A function imposed on the Committee of Management by the Act, any other law or this Constitution.

26.3 Delegated Function Exercised in Accordance With Terms

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

26.4 Procedure of Delegated Entity

To the extent that no other provision is made in the Regulations or in the instrument of delegation, the procedures for any entity exercising delegated power shall, subject to these Rules and with any necessary or incidental amendment, be the same as that applicable to meetings of the Committee.

The entity exercising delegated powers shall make decisions in accordance with the objects and purposes of the Club, and shall promptly provide the delegating authority with details of all material decisions and shall provide any other reports, minutes and information as the delegating authority or the Club may require from time to time.

26.5 Delegation may be Conditional

A delegation under this Rule 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.

27. RECORDS AND ACCOUNTS

27.1 Custody and Inspection

The Committee of Management shall keep in its custody or control all books, documents and securities of the Club. A Member entitled to vote may upon reasonable notice to the Club, inspect the books, documents and securities of the Club free of charge.

27.2 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 Committee of Management.

27.3 Club to Retain Records

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

27.4 Committee of Management to Submit Accounts

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

27.5 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.

27.6 Accounts to be sent to Members

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

27.7 Negotiable Instruments

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

27.8 Authorised signatories

The Committee of Management will at their first meeting following the AGM, authorise 3 elected members of the Committee as signatories to the accounts. Any two signatures will be able to sign the accounts. The Treasurer must be one of the authorised signatories

28. SOURCES OF FUNDS

The funds of the Club shall be derived from membership fees, donations and such other sources as the Committee of Management determines.

The income and property of the Club shall be applied solely towards the promotion of the Objects. No portion of the income or property of the Club shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member, but this shall not preclude payment to a Member in good faith for expenses incurred or services rendered.

29. AUDITOR

The Committee shall determine at its first meeting following the Annual General Meeting if it needs to appoint a qualified auditor under the Act. The auditor's duties shall be regulated in accordance with the Act.

If an auditor is appointed the accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor to be presented at the Annual General Meeting.

30. SERVICE OF NOTICES

Notices may be given by the Club to any Member by sending the notice by pre-paid post, facsimile transmission or by electronic mail, to the Member's registered address or facsimile number or electronic mail address.

Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing and posting the notice. Service of the notice is deemed to have been effected two (2) days after posting.

31. PATRONS AND VICE PATRONS

The Club at its Annual General Meeting may appoint annually on the recommendation of the Committee a chief patron, patrons and vice- patrons.

32. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution in accordance with the Act.

33. DISSOLUTION

33.1 Liability of Members

The liability of the Members of the Club is limited in accordance with the requirements of the Act.

33.2 Member's Contribution

Every voting Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Club and the costs, charges and expenses of winding up, such amount not to exceed \$1.00.

33.3 Distribution of Property on Winding Up

If upon winding up or dissolution of the Club, there remains, after satisfaction of all its debts and liabilities, any property, the same shall not be paid to or distributed amongst the Members, but shall be given or transferred to some other organisation having purposes similar to the Objects and which prohibits the distribution of its income and property among its Members and which is also not carried on for the profit or gain to its Members. Such body or bodies shall be determined by the Members at or before the time of dissolution or in accordance with the Act.

34. INDEMNITY

Every Committee Member and employee of the Club shall be indemnified out of the property and assets of the Club against any liability incurred by them in their capacity as 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.

The Club shall indemnify its Committee Members against all damages and losses (including legal costs) for which any such Member may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- a. in the case of a Member, performed or made whilst acting on behalf of and with the authority, express or implied of the Club; and
- b. in the case of an employee, performed or made in the course of, and within the scope of their employment by the Club.

35. REGULATIONS

35.1 Committee of Management to Formulate Regulations

Regulations must be consistent with this Constitution. The Committee may formulate additional regulations in line with CCSA policy or as required.

35.2 Regulations Binding

All Regulations made under this Rule shall be binding on the Members.

35.3 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by Committee of Management and prepared and issued by the Club. Bulletins are binding upon all Members.

36. GRIEVANCE PROCEDURES

- a. The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
 - i another Member; or
 - ii the Club.
- 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 the SSO in accordance with the procedures determined by the SSO from time to time.
- d. The Committee may prescribe additional grievance procedures in Regulations consistent with this **Rule 37**

37. FINANCIAL YEAR

The financial year of the Club is each period of 12 months after the expiration of the previous financial year of the Club, commencing on 1 May and ending on the following 30 April.

38. STATUS AND COMPLIANCE OF THE CLUB

38.1 Compliance

The Club acknowledge and agree that they shall:

- a. Be or remain incorporated in New South Wales;
- b. Apply its property and capacity solely in pursuit of the Objects and softball;
- 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 softball, its standards, quality and reputation for the benefit of the Members and softball;
- e. At all times act in the interests of the Members and softball;
- f. Not resign, disaffiliate or otherwise seek to withdraw from CCSA without approval by Special Resolution; and
- g. Abide by the rules of softball.
- h. Nominate a Delegate annually to attend General/Delegate Meetings, and shall inform the Club of the details of that person accordingly;
- i. Provide the Club with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's Annual General Meeting;
- j. Recognise the Club as the authority for softball in the Region, Softball NSW as the authority in New South Wales and the Softball Australia as the national authority for softball;
- k. Adopt and implement such communications and Intellectual Property policies as may be developed by the Club and/or Softball NSW from time to time; and
- l. Have regard to the Objects in any matter of the Club pertaining to softball.

38.2 Club Constitutions

- a. The Clubs' constituent documents will clearly reflect the Objects and will conform to this Constitution.
- b. Clubs will take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- c. Clubs shall provide to the Club a copy of their constituent documents and all amendments to these documents. Clubs acknowledge and agree that the Club has

power to veto any provision in a Club constitution which, in the Club's opinion, is contrary to the Objects.

- d. The constituent documents of each Club shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Club as the authority for softball in the Region, Softball NSW as the authority in New South Wales and the Softball Australia as the national authority for softball in Australia.

38.3 Register

Clubs shall maintain, in a form acceptable to the Club, a Register of all Members of the Club. Each Club shall provide a copy of the Register at a time and in a form acceptable to the Club, and shall provide regular updates of the Register to the Club.