

# **CONSTITUTION OF SOUTHERN HIGHLANDS HOCKEY INC.**

**As at 23<sup>rd</sup> March 2016**

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**ASSOCIATIONS INCORPORATION ACT 2009 (NSW)**

**CONSTITUTION**

**of**

**SOUTHERN HIGHLANDS HOCKEY INC.**

**1 NAME OF ASSOCIATION**

The name of the Association is **Southern Highlands Hockey Inc.** ("**Association**").

**2 DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In this Constitution unless the contrary intention appears:

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

**"Affiliated Club"** means such Club as may be admitted as an affiliated Club by resolution of the Executive, provided that the application for affiliation has been made in writing and accepted by the Executive.

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

**"Annual General Meeting"** means the annual general meeting of the Association held in accordance with **clause 21**.

**"Association"** means **Southern Highlands Hockey Inc.**

**"By-Laws"** means any by-laws made by the Board under **clause 36**.

**"Club"** means any incorporated or unincorporated body which is registered with the Association.

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

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

**"Executive"** means the committee consisting of the Executive Committee members.

**"Executive Member"** means a member of the Executive Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.

**"FIH"** means the Federation Internationale de Hockey.

**"Financial year"** means a period of 12 months commencing on 1 October and ending on 30 September each year.

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

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

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

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

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

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

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

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

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

**“Office Bearer”** means the positions of President, Vice-President, Secretary and Treasurer on the Executive.

**“Region”** means the geographical area for which the Association is responsible and as recognised by HNSW.

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

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

**“Secretary”** means:

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

**“Special General Meeting”** means a special general meeting of the Association held in accordance with **clause 22**.

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

## **2.2 Interpretation**

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;

- (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);
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail; and
- (i) headings are for convenience only and do not affect the interpretation of this Constitution.

### **2.3 Severance**

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

### **2.4 The Act**

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

## **3 OBJECTS OF THE ASSOCIATION**

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

- (a) participate as a member of HNSW so Hockey can be conducted, encouraged, promoted, advanced and administered in the Region and New South Wales;
- (b) conduct, encourage, promote, advance and administer Hockey throughout the Region;
- (c) ensure the maintenance and enhancement of the Association, HNSW, HA, the Members and Hockey, along with its standards, quality and reputation for the benefit of the Members and Hockey;
- (d) at all times promote mutual trust and confidence between the Association, HNSW, HA and the Members in pursuit of these Objects;
- (e) at all times act on behalf of, and in the interest of, the Members and Hockey in the Region;
- (f) promote the economic and community service success, strength and stability of the Association, the Members and Hockey in the Region;
- (g) affiliate and otherwise liaise with HNSW and adopt its rule and policy framework to further these Objects and Hockey;
- (h) use and protect the Intellectual Property;

- (i) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (j) strive for government, commercial and public recognition of the Association as the controlling body for Hockey in the Region;
- (k) abide by, promulgate, enforce and secure uniformity in the application of the rules of Hockey as may be determined from time to time by HA or FIH and as may be necessary for the management and control of Hockey and related activities in the Region;
- (l) advance the operations and activities of the Association throughout the Region;
- (m) further develop Hockey into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and present awards to successful Members;
- (n) review and/or determine any matters relating to Hockey which may arise, or be referred to it, by any Member;
- (o) recognise any penalty imposed on any Member;
- (p) act as arbiter (as required) on all matters pertaining to the conduct of Hockey in the Region, including disciplinary matters;
- (q) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Hockey in the Region;
- (r) adopt and implement such policies as may be developed by HA or HNSW, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in Hockey;
- (s) represent the interests of its Members and of Hockey generally in any appropriate forum in the Region;
- (t) have regard to the public interest in its operations;
- (u) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;
- (v) promote the health and safety of Members and all other participants in Hockey in the Region;
- (w) seek and obtain improved facilities for the enjoyment of Hockey in the Region; and
- (x) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

## **4 POWERS OF THE ASSOCIATION**

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

## **5 MEMBERS**

### **5.1 Categories of Members**

The Members of the Association shall consist of:

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

### **5.2 Life Members**

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

## **6 AFFILIATION**

### **6.1 Clubs**

- (a) To be, or remain, eligible for membership, an Affiliated Club must agree to subscribe to the objectives of the Association and agrees to comply with the Associations Constitution, Rules, Guidelines and any Codes of Conduct that may be in force at any time.
- (b) To remain affiliated with the Association, Clubs will pay any affiliation fees, playing, team, turf fees or any other fees as set by the Executive or their sub-committees. Any outstanding fees not paid by the end of the respective winter, indoor or other competition will be reported at the Annual General Meeting of the Association and



will result in that Club's affiliation not being renewed for subsequent competitions until paid.

- (c) Any dispute or uncertainty as to the application of this Constitution to an Affiliated Club shall be resolved by the Executive in its sole discretion.

## **6.2 Application for Affiliation**

An application for affiliation must be:

- (a) in writing on the form prescribed from time to time by the Executive (if any), from the applicant or its nominated representative and lodged with the Association;
- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Association and must substantially conform to this Constitution) and the applicant's register of members; and
- (c) accompanied by the appropriate fee (if any).

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

- (a) The Association may accept or reject an application whether the applicant has complied with the requirements in **clauses 6.1** and **6.2** or not. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Association accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The Secretary shall amend the Register accordingly as soon as practicable.
- (c) Where the Association rejects an application the Association shall refund any fees forwarded with the application and the application shall be deemed rejected.

## **6.4 Re-affiliation**

- (a) Affiliated Clubs must re-affiliate annually with the Association in accordance with the procedures set down by the Association in By-Laws from time to time.
- (b) Upon re-affiliation an Affiliated Club must lodge with the Association an updated copy of its constitution (including all amendments) and must provide details of any change in its Delegate and any other information reasonably required by the Association. Each Affiliated Club must ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to HNSW's constitution.

## **6.5 Deemed Membership**

- (a) All members which or who are, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Affiliated Clubs shall provide the Association with such details as are reasonably required by the Association under this Constitution within one (1) month of the approval of this Constitution under the Act.
- (c) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.5(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

## **7 REGISTER OF MEMBERS**

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

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

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

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

### **7.2 Inspection of Register**

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

### **7.3 Use of Register**

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

## **8 EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

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

## **9 DISCONTINUANCE OF MEMBERSHIP**

### **9.1 Notice of Resignation**

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

### **9.2 Discontinuance for breach**

- (a) Membership of the Association may be discontinued by the Executive upon breach of any clause of this Constitution or the By-Laws, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the By-Laws or any resolutions or determinations made or passed by the Executive or any duly authorised committee.
- (b) Membership shall not be discontinued by the Executive under **clause 9.2(a)** without the Executive first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Executive's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Association giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

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

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

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

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

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

## **9.5 Forfeiture of Rights**

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

## **9.6 Delegate Position Lapses**

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

## **9.7 Membership may be Reinstated**

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

## **9.8 Refund of Membership Fees**

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

## **10 DISCIPLINE**

- (a) Where the Executive is advised or considers that a Member or Delegate has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws, HNSW's or HA's constitution or by-laws or any resolution or determination of the Executive or any duly authorised committee; or
  - (ii) acted in a manner unbecoming of a Member or, in the case of a Delegate, as a representative of a Member, or prejudicial to the purposes and interests of the Association, HNSW, HA and/or Hockey; or
  - (iii) brought the Association, HNSW, HA, any other Member or Hockey into disrepute;

the Executive may commence or cause to be commenced, disciplinary proceedings against that Member or Delegate, and that Member or Delegate (as the case may be), will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the By-Laws.
- (b) The Executive 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 Judiciary Guidelines applicable but subject always to the Act.

## **11 SUBSCRIPTIONS AND FEES**

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

## **12 EXISTING EXECUTIVE COMMITTEE**

- (a) The members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. After this General Meeting the positions of Executive shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (b) The person known and appointed to the position of Secretary (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

## **13 POWERS OF THE EXECUTIVE**

Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Executive. In particular, the Executive shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the Region.

## **14 COMPOSITION OF THE EXECUTIVE**

- (a) The Executive Members must all be Individual Members, will be elected under **clause 15**, and the Executive will comprise the following positions-
  - President
  - Vice-President
  - Secretary
  - Treasurer
  - A Committee Member from each Member Club who are not represented on the Executive Committee by one of their Members being elected to hold one of the Office Bearers positions.
- (b) No more than two (2) members of any one Member Club will be elected as Office Bearers of the Executive whilst other Individual Members from other Member Clubs stand to be elected.
- (c) An Executive Member cannot also be a Delegate.

## **15 ELECTION OF EXECUTIVE**

### **15.1 Nominations**

Nominations for elected Executive positions shall be called for fourteen (14) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions if applicable and available shall also be provided. Qualifications and job descriptions shall be as determined by the Executive from time to time.

Nominees for elected Executive positions must declare any position they hold in an Affiliated Club, including as an officer (howsoever described including as a Delegate) or as a full time employee.

### **15.2 Form of Nomination**

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by an authorised representative of an Affiliated Club;
- (d) certified by the nominee (who must be an Individual Member) expressing his willingness to accept the position for which he is nominated; and
- (e) delivered to the Association Secretary not less than three (3) days before the date fixed for the Annual General Meeting.

### **15.3 Elections**

- (a) If the number of nominations received for the Executive is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Executive, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Executive, or if a person is not approved by the majority of Members under **clause 15.3(a)**, the positions will be deemed casual vacancies under **clause 16.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Executive.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Executive from time to time.

### **15.4 Term of Appointment for Executive Members**

- (a) Executive Members elected under this **clause 15** shall be elected for a term of one (1) year. Subject to provisions in this Constitution relating to earlier retirement or removal of Executive Members, elected Executive Members shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the next Annual General Meeting following.

## **16 VACANCIES ON THE EXECUTIVE**

### **16.1 Casual Vacancies**

Any casual vacancy occurring in the position of Executive Member may be filled by the remaining Executive Members from among appropriately qualified persons and subject to the provisions of **clause 14**. Any casual vacancy may only be filled for the remainder of the Executive's term under this Constitution.

### **16.2 Grounds for Termination of Executive Member**

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

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his office in writing to the Association;
- (e) is absent without the consent of the Executive from more than two (2) meetings of the Executive held during a period of six (6) months;
- (f) holds any office of employment with the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (h) in the opinion of the Executive (but subject always to this Constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
  - has brought the Association into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a Director of a corporation under the *Corporations Act 2001 (Cth)*.

### **16.3 Executive May Act**

In the event of a casual vacancy or vacancies on the Executive, the remaining Executive Members may act but, if the number of remaining Executive Members is not sufficient to constitute a quorum at a meeting of the Executive, they may act only for the purpose of increasing the number of Executive Members to a number sufficient to constitute such a quorum and only in terms of **clause 14**.

## **17 MEETINGS OF THE EXECUTIVE**

### **17.1 Executive to Meet**

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

to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. An Executive Member may at any time request to convene a meeting of the Executive within a reasonable time.

## **17.2 Decisions of the Executive**

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

## **17.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by telegram, facsimile, email or other form of visible or other electronic communication by all the Executive Members for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the Executive duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Executive.
- (b) Without limiting the power of the Executive to regulate its meetings as it thinks fit, a meeting of the Executive may be held where one (1) or more of the Executive Members is not physically present at the meeting, provided that:
  - (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) notice of the meeting is given to all the Executive Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Executive or this Constitution and such notice specifies that Executive Members are not required to be present in person;
  - (iii) if a failure in communications prevents **clause 17.3(b)(i)** from being satisfied by that number of Executive Members which constitutes a quorum, and none of such Executive Members are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held then the meeting shall be suspended until **clause 17.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and
  - (iv) any meeting held where one (1) or more of the Executive Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided an Executive Member is there present and if no Executive Member is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

## **17.4 Quorum**

At meetings of the Executive the number of Executive Members whose presence is required to constitute a quorum is five (5).

## **17.5 Notice of Executive Meetings**

Unless all Executive Members agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Executive shall be given to each Executive Member. The agenda shall be forwarded to each Executive Member not less than two (2) days prior to such meeting.



## **17.6 Chairperson**

The President will act as chair of any Executive meeting or General Meeting at which he or she is present. If the President is not present, or is unwilling or unable to preside at an Executive meeting the Vice-President will preside as chair for that meeting only. In the absence of both the President and Vice -President the Executive Members or Delegates present shall appoint another Executive Member to preside as chairperson for that meeting only.

## **17.7 Executive Members Interests**

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

## **17.8 Conflict of Interest**

An Executive Member shall declare his interest in any:

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

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

## **17.9 Disclosure of Interests**

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

## **17.10 General Disclosure**

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

#### **17.11 Recording Disclosures**

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

### **18 SECRETARY**

#### **18.1 Appointment of Secretary**

The position of Secretary will be voted at the Annual General Meeting to the Executive as an Office Bearer of the Executive.

#### **18.2 Functions**

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

#### **18.3 Specific Duties**

The Secretary shall:

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

#### **18.4 Executive Power to Manage**

Subject to the Act, this Constitution, any By-Laws, Rules, Guidelines and any policy directive of the Executive, the Secretary has power to perform all such things as appear necessary or desirable for the proper administration of the Association. No resolution passed by the Association in a General Meeting shall invalidate any prior act of the Secretary or the Executive which would have been valid if that resolution had not been passed.

### **19 DELEGATIONS**

#### **19.1 Executive may Delegate Functions**

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

#### **19.2 Delegation by Instrument**

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

- (a) this power of delegation; and

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

### **19.3 Delegated Function Exercised in Accordance With Terms**

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

### **19.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Executive under **clause 17** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Executive with details of all material decisions and shall provide any other reports, minutes and information as the Executive may require from time to time.

### **19.5 Delegation may be Conditional**

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

### **19.6 Revocation of Delegation**

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

## **20 SEAL**

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

## **21 ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of the Association shall be held in accordance with the Act and this Constitution, on a date no later than six (6) weeks following the winter competition senior grand final at a venue to be determined by the Executive.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

## **22 SPECIAL GENERAL MEETINGS**

### **22.1 Special General Meetings May be Held**

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

## **22.2 Requisition of Special General Meetings**

- (a) The Secretary shall on the requisition in writing of not less than five percent (5%) of eligible voting Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Secretary does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Executive.

## **23 NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Affiliated Club and Life Member or other Member entitled to receive notice at the address appearing in the Register kept by the Association. The auditor, Secretary and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least fourteen (14) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting;
  - (ii) any notice of motion received from Members entitled to vote; and
  - (iii) forms of authority in blank for proxy votes.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 40**.

## **24 BUSINESS**

- (a) The business to be transacted at the Annual General Meeting includes the consideration of financial accounts and the reports of the Executive and any sub-committees, the election of Directors under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 24(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting unless additional agenda items are accepted by the chair at the meeting. Any additional items of business need to be tabled to the chairperson prior to the meeting commencing and the chairperson will have final veto on acceptance of these additional items as business to be included in the meeting.

## **25 NOTICES OF MOTION**

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Secretary not less than fourteen (14) days (excluding receiving date and meeting date) prior to the General Meeting.

## **26 PROCEEDINGS AT GENERAL MEETINGS**

### **26.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Association shall be 75% of Affiliated Clubs represented by their Delegates.

### **26.2 Chairperson to preside**

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

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

If the President is not present, or is unwilling or unable to preside the Vice-President will take the chair or in the absence of both the President and Vice -President the Executive Members present shall appoint another Executive Member to preside as chairperson for that meeting only.

### **26.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 26.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **26.4 Voting Procedure**

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

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

## **26.5 Recording of Determinations**

Unless a poll is demanded under **clause 26.4**, a declaration by the chairperson 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 Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

## **26.6 Where Poll Demanded**

If a poll is duly demanded under **clause 26.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

## **27 VOTING AT GENERAL MEETINGS**

### **27.1 Members Entitled to Vote**

Each Affiliated Club will be entitled to vote at General Meetings and subject to this clause their vote and full voting rights shall be exercised by the Club's Delegate. No other Member shall be entitled to vote but shall, subject to this Constitution have, and be entitled to exercise, those rights as set out in **clause 5.1**. The Executive Members and Secretary shall have no right to vote at General Meetings.

(a) Clubs recognised by the Association as at the date of this Constitution shall have voting rights at meetings while ever they remain as affiliated Clubs with Southern Highlands Hockey Inc. as follows:

1. Bowral Hockey Club 2
2. Burrawang Revels 2
3. Mittagong Hockey Club 2
4. Moss Vale Hockey Club 2
5. Robertson Hockey Club 2
6. Burrawang Men 1
7. Mittagong Sports 1

(b) In the event that any of the Clubs listed as 1-5 have their team numbers fall below three teams in the Senior Winter Competition their Delegate voting rights will reduce to one (1) vote. In the event that BurrawangMen or Mittagong Sports Clubs increase their number of teams to more than two (2) teams in the Senior Winter Competition their voting rights shall increase to two (2) in line with Clubs 1-5.

(c) Clubs accepted under **clause 6** into the Association after the date of this Constitution shall need to have more than two teams in the Senior Winter Competition to have a position on the Executive Committee and their voting rights at meetings shall be in accordance with Clause 27.1 (b).

### **27.2 Casting Vote**

The chairperson does not have a casting vote.

### **27.3 Postal Voting**

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

## **28 PROXY VOTING**

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Executive from time to time, has been duly completed and executed and is lodged with the Secretary 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 (1) proxy vote at any one (1) time.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Delegate shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as he thinks fit.

## **29 GRIEVANCE PROCEDURE**

- (a) The grievance procedure set out in this clause applies to disputes under the provisions of this Constitution between a Member and:
  - (i) another Member; or
  - (ii) the Association.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by HNSW in accordance with the procedures determined by HNSW from time to time.
- (d) The Board may prescribe additional grievance procedures in the Judiciary Guidelines consistent with this **clause 29**.

## **30 RECORDS AND ACCOUNTS**

### **30.1 Records**

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

### **30.2 Records Kept in Accordance with Act**

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

### **30.3 Association to Retain Records**

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

### **30.4 Executive to Submit Accounts**

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

### **30.5 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.

### **30.6 Accounts to be Sent to Members**

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

### **30.7 Negotiable Instruments**

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

## **31 AUDITOR**

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

## **32 INCOME**

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

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

32.3 Except as prescribed in this Constitution or the Act:

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

32.4 Nothing in **clauses 32.2 or 32.3** shall prevent payment in good faith of or to any Member for:

- (a) any services actually rendered to the Association whether as an employee, Director or otherwise;
- (b) goods supplied to the Association in the ordinary and usual course of operation;
- (c) interest on money borrowed from any Member;
- (d) rent for premises demised or let by any Member to the Association;



- (e) any out-of-pocket expenses incurred by the Member on behalf of the Association;

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

### **33 WINDING UP**

- (a) Subject to this Constitution the Association may be wound up in accordance with the Act.
- (b) The liability of the Members of the Association is limited.
- (c) Every Member undertakes to contribute to the assets of the Association if it is wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar (\$1.00).

### **34 DISTRIBUTION OF PROPERTY ON WINDING UP**

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

### **35 ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

### **36 ASSOCIATION RULES & GUIDELINES**

#### **36.1 Executive to Formulate Rules & Guidelines**

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

#### **36.2 Rules and Guidelines Binding**

All Rules and Guidelines are binding on the Association and all Members.

#### **36.3 Rules and Guidelines Deemed Applicable**

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

#### **36.4 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to the Association Rules and Guidelines shall be advised to Members by means of bulletins approved by the Executive and prepared and issued by the Secretary. The Affiliated Clubs shall take reasonable steps to distribute information in the Bulletins to Individual Members. The matters in the Bulletins are binding on all Members.

### **37 STATUS AND COMPLIANCE OF ASSOCIATION**

#### **37.1 Recognition of Association**

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

#### **37.2 Compliance of Association**

The Members acknowledge and agree the Association shall:

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

#### **37.3 Operation of Constitution**

The Association and the Members acknowledge and agree:

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

- (f) that should a Member have administrative, operational or financial difficulties the Association may act to assist the Member in whatever manner the Association considers appropriate.

## **38 ASSOCIATION'S CONSTITUTION**

### **38.1 Constitution of the Association**

- (a) This Constitution shall at all times clearly reflect the objects of HNSW and conform to HNSW's constitution.
- (b) The Association shall take all reasonable steps to ensure this Constitution conforms to HNSW's constitution.
- (c) The Association shall at all times be bound by the constitution, by-laws, rules and regulations of HNSW. Where there is any inconsistency between the any provision of the constitution, by-laws, rules and guidelines of the Association and those of HNSW then, to the extent of such inconsistency, the constitution, by-laws, rules and regulations of HNSW shall prevail.
- (d) The Association shall be bound by all lawful decisions of the Board of HNSW and affiliation conditions of HNSW, and shall do all things reasonably necessary to implement and enforce such decisions and conditions.
- (e) The Association shall provide to HNSW a copy of this Constitution and all amendments to this Constitution. The Association acknowledges and agrees that HNSW has power to veto any provision in this Constitution which, in HNSW's opinion, is contrary to the objects of HNSW.

### **38.2 Entrenchment**

While the Association is an association member of HNSW, Clauses 3, 8, 35, 36, 37, 38 and 39 must not, and cannot, be amended, replaced, or removed, except with the consent of HNSW.

### **38.3 Register**

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

## **39 STATUS AND COMPLIANCE OF CLUBS**

### **39.1 Compliance**

The Affiliated Clubs acknowledge and agree that they shall:

- (a) nominate a Delegate annually to attend General Meetings, and shall inform the Association of the details of that person accordingly;
- (b) provide the Association with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's Annual General Meeting;
- (c) recognise the Association as the authority for Hockey in the Region, HNSW as the authority in New South Wales and HA as the national authority for Hockey;

- (d) adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or HNSW from time to time; and
- (e) have regard to the Objects in any matter of the Club pertaining to Hockey.

### **39.2 Club Constitutions**

- (a) The Affiliated Clubs' constituent documents shall at all times clearly reflect the Objects and conform to this Constitution and shall include a provision that a member of the Club who is a natural person is also a member of the Association.
- (b) The Affiliated Clubs shall take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- (c) The Affiliated Clubs shall, on request, provide to the Association a copy of their constituent documents and promptly after any amendment has been made, provide all amendments to these documents. The Affiliated Clubs acknowledge and agree that the Association has power to veto any provision in a Club's constitution which, in the Association's opinion, is contrary to the Objects.
- (d) The constituent documents of each Affiliated Club shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Association as the authority for Hockey in the Region, HNSW as the authority in New South Wales and HA as the national authority for Hockey in Australia.

### **39.3 Register**

Affiliated Clubs shall maintain, in a form acceptable to the Association, a Register of all Members of the Club. Each Club shall provide a copy of the Register if requested by the Executive in a form acceptable to the Association, and shall provide regular updates of the Register to the Association when called upon to do so.

## **40 NOTICE**

- (a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's Registered address or facsimile number or electronic mail address, or in the case of a Delegate, to the last notified address, facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

## **41 PATRONS AND VICE PATRONS**

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

## **42 INDEMNITY**

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

## **43 ASSOCIATION RULES AND GUIDELINES**

The following list of Association Rules and Guidelines are in affect as at the date of this Constitution being adopted by the Association members-

- (a) Guidelines for the operation of the Southern Highlands Hockey Centre Committee (SHHCC) a sub-committee established for the management of the Hockey Centre
- (b) Winter Competition Rules
- (c) Indoor Competition Rules
- (d) Judiciary Committee Guidelines
- (e) Representative Team Selection Guidelines

**Clauses 14 and 27 were changed by vote of the Association Member Clubs on the 18<sup>th</sup> October 2017. Refer minutes of Special Resolution dated 13<sup>th</sup> September 2017.**