

Constitution

Date Approved: 18 June 2016

TOUCH FOOTBALL AUSTRALIA LIMITED
ABN: 55 090 088 207

Melbourne

Level 12
600 Bourke Street
Melbourne VIC 3000
Australia

GPO Box 1842
Melbourne VIC 3001
Australia

DX 370
Melbourne VIC

T +61 3 **9269 9000**
F +61 3 9269 9001

www.landerson.com.au
ABN 58 207 240 529

TABLE OF CONTENTS

1.	NAME OF THE COMPANY	4
2.	DEFINITIONS AND INTERPRETATIONS	4
2.1	Definitions	4
2.2	General	6
2.3	Corporations Act	8
2.4	Headings	8
3.	OBJECTS	8
4.	POWERS	10
5.	INCOME AND PROPERTY OF COMPANY	10
5.1	Sole Purpose.....	10
5.2	Payments to Members	10
6.	MEMBERSHIP	10
6.1	Categories of Members.....	10
6.2	Admission of Members	11
7.	STATE COUNCILS.....	11
8.	APPLICATION FOR MEMBERSHIP	12
8.1	Application for Membership	12
	An application for membership must be:	12
8.2	Discretion to accept or reject application	12
8.3	Membership Renewal	12
8.4	Deemed Membership.....	13
8.5	Membership Regulations	13
9.	LIFE MEMBERS	13
10.	AFFILIATES.....	14
10.1	Application for membership	14
10.2	Compliance	14
10.3	Affiliate constitutions	15
10.4	Affiliate register of members	15
11.	INDIVIDUAL MEMBERS	15
11.1	Application for Membership	15
11.2	Discretion to Accept or Reject Application.....	15
11.3	Membership Renewal	16
11.4	Deemed Membership.....	16
12.	MEMBERS - GENERAL	16
12.1	General	16
12.2	Limited Liability	16
13.	CESSATION OF MEMBERSHIP	16
13.1	Cessation	16
13.2	Resignation	17
13.3	Forfeiture of Rights	17
14.	DISCIPLINE OF MEMBERS	17
14.1	Disciplinary Action.....	17
14.2	Good standing.....	17
14.3	Grievance.....	17
15.	FEES AND SUBSCRIPTIONS	18
15.1	Membership Fee	18
15.2	Non-Payment of Fees.....	18

16.	DELEGATES	18
17.	GENERAL MEETINGS.....	18
17.1	Annual General Meeting	18
17.2	Power to convene General Meeting	19
17.3	Notice of a General Meeting	19
17.4	No other business	19
17.5	Cancellation or postponement of General Meeting	20
17.6	Written notice of cancellation or postponement of General Meeting	20
17.7	Contents of notice postponing General Meeting	20
17.8	Number of clear days for postponement of General Meeting	20
17.9	Business at postponed General Meeting.....	20
17.10	Proxy Voting.....	20
17.11	Postal or Electronic voting	20
18.	PROCEEDINGS AT GENERAL MEETING	21
18.1	Number for a quorum.....	21
18.2	Requirement for a quorum.....	21
18.3	Quorum and time	21
18.4	Adjourned meeting.....	21
18.5	Chairperson to preside over General Meetings.....	21
18.6	Conduct of General Meetings	21
18.7	Adjournment of General Meeting.....	22
18.8	Notice of adjourned meeting.....	22
18.9	Questions decided by majority.....	22
18.10	No casting vote	22
18.11	Declaration of results	22
18.12	Poll	23
18.13	Objection to voting qualification	23
18.14	Chair to determine any poll dispute	23
19.	VOTES OF MEMBERS	23
20.	BOARD	23
20.1	Composition of the Board	23
20.2	Portfolios	24
20.3	Eligibility	24
20.4	Elected Directors.....	24
20.5	Casual Vacancy in ranks of Elected Directors	25
20.6	Appointed Directors	26
20.7	Term of office of Directors generally.....	26
20.8	Office held until end of meeting	26
20.9	Maximum term of office for Directors.....	26
20.10	Remuneration of Directors.....	27
20.11	Removal of Director	27
20.12	Vacation of office	27
20.13	Alternate Director	28
21.	POWERS AND DUTIES OF BOARD	28
21.1	Board to manage the Company.....	28
21.2	Specific powers of Board	28
21.3	Time	28
21.4	Appointment of attorney.....	28
21.5	Provisions in power of attorney.....	28
21.6	Delegation of powers	29
21.7	Code of Conduct.....	29
22.	PROCEEDINGS OF BOARD	29
22.1	Board meetings.....	29
22.2	Questions decided by majority.....	29
22.3	Casting vote	29
22.4	Quorum	30

22.5	Effect of vacancy.....	30
22.6	Convening meetings	30
22.7	Chairperson.....	30
22.8	Circulating resolutions.....	30
22.9	Validity of acts of Board	31
22.10	Directors' Interests	31
22.11	Minutes.....	31
23.	TELECOMMUNICATION MEETINGS OF THE COMPANY.....	31
23.1	Telecommunication Meeting	31
23.2	Conduct of Telecommunication Meeting	32
24.	CEO	32
24.1	Appointment of CEO	32
24.2	Powers, duties and authorities of CEO.....	32
24.3	Suspension and removal of CEO	32
24.4	Delegation by Board to CEO	32
24.5	CEO to attend meetings	33
24.6	Ineligibility.....	33
25.	COMPANY SECRETARY	33
25.1	Appointment of Company Secretary.....	33
25.2	Suspension and removal of Company Secretary	33
25.3	Powers, duties and authorities of Company Secretary	33
26.	COMMITTEES	33
26.1	Board may delegate functions	33
26.2	Powers delegated to Committees.....	33
26.3	Committee meetings.....	34
26.4	Revocation of Delegation.....	34
27.	REGULATIONS	34
27.1	Board to Formulate Regulations.....	34
27.2	Regulations Binding.....	34
27.3	Notices Binding on Members.....	34
28.	INSPECTION OF RECORDS.....	34
28.1	Right of the Members to Inspect Records	34
29.	ACCOUNTS.....	34
29.1	Accounting Records.....	34
29.2	Auditor.....	34
30.	SERVICE OF DOCUMENTS.....	35
30.1	Document includes notice.....	35
30.2	Methods of service on a Member	35
30.3	Methods of service on the Company	35
30.4	Post	35
30.5	Facsimile or electronic mail transmission	35
31.	INDEMNITY	36
31.1	Indemnity of officers.....	36
31.2	Insurance	36
31.3	Deed.....	36
32.	WINDING UP	37
32.1	Contributions of Members on winding up	37
32.2	Excess property on winding up.....	37
33.	AMENDMENT OF CONSTITUTION	37

Constitution

TOUCH FOOTBALL AUSTRALIA LIMITED
ABN 55 090 088 207

1. NAME OF THE COMPANY

The name of the Company is Touch Football Australia Limited.

2. DEFINITIONS AND INTERPRETATIONS

2.1 Definitions

In this Constitution unless the context requires otherwise:

Affiliate means a local entity that conducts or administers Touch Football competitions and which is a Member under **clauses 6 and 10**.

AGM or Annual General Meeting means the annual General Meeting of the Company required to be held by the Company in each calendar year under section 250N(2) of the Corporations Act.

Appointed Director means a Director appointed under **clause 20.5**.

Board means the body consisting of the Directors under **clause 20**.

Chief Executive Officer (CEO) means a person appointed as CEO of the Company by the Board.

Committee means a committee established by the Board under **clause 26**.

Company means the company to which this Constitution relates.

Company Secretary or Secretary means a person appointed as a company secretary of the Company by the Board under **clause 25**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Corporations Act means the *Corporations Act 2001* (Cth) as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

Delegate means the person(s) appointed from time to time:

- (i) by NSWTA, to act for an on behalf of NSWTA and represent NSWTA at General Meetings;
- (ii) by QTA, to act for an on behalf of QTA and represent QTA at General Meetings;

- (iii) where a State Council is established by the Board under **clause 7(a)**, by that State Council to act for and on behalf of all Affiliates in that State and represent those Affiliates at General Meetings; or
- (iv) where there is no State Council established in a State, by all Affiliates in that State acting as one to act for and on behalf of that group of Affiliates and represent that group of Affiliates at General Meetings.

Director means a director of the Company and includes Elected Directors and Appointed Directors.

Elected Director means a Director elected under **clause 20**.

Financial year means the year ending 30 June in each year.

FIT means the Federation of International Touch, the international federation responsible for Touch Football.

General Meeting means a general meeting of Members and includes the AGM.

Individual Member means a natural person admitted to the Company as an individual member under **clause 11**, and who is also a registered or licensed financial member of the Company, NSWTA, QTA and/or an Affiliate and includes Participants.

Intellectual Property means all rights 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 Company, the words "Touch" or "Touch Football" or any event or competition or equipment, product, publication or activity (including but not only all Australian Touch Championships, the National Touch League and the National Calendar) of, or developed, conducted, promoted or administered by, the Company.

Life Member means a person admitted to the Company as a life member under **clause 8**.

Member means a member of the Company for the time being under **clause 6**.

NSWTA means the New South Wales Touch Association Inc. being the representative member for Affiliates and regions within that jurisdiction, who must also meet the membership requirements of NSWTA.

Objects mean the objects of the Company in **clause 3**.

Official Position means, in connection with any body corporate or organisation, a person who:

- (a) holds a position, whether elected or appointed, as president, vice president, secretary, treasurer, director or equivalent of that body corporate or organisation; or
- (b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

Ordinary Resolution means a resolution passed at a meeting of Members by a simple majority of the Members present and entitled to vote at the meeting.

Participant means a person who participates, including but not only as registered volunteers, officials, coaches, players or referees, in a Touch Football competition organised, controlled or sanctioned by the Company, NSWTA, QTA or an Affiliate.

QTA means the Queensland Touch Association Inc. being the representative member for Affiliates and regions within that jurisdiction, who must also meet the membership requirements of QTA.

Register means the register of Members and associated database kept as required by the Act.

Regulations mean any Regulations made by the Board under **clause 27**.

Representative means a person (other than a proxy) appointed in accordance with the Corporations Act to represent a Voting Member at a General Meeting of the Company.

Special Resolution means a resolution that must be passed by a majority of at least 75% of votes exercisable by Members entitled to vote at the relevant General Meeting in accordance with this Constitution and/or the Corporations Act.

Sporting Power means that power delegated to the Company by the FIT for the exclusive control and management of Touch Football in Australia.

State means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory.

State Acts mean the legislation governing the incorporation of associations in each State, by whatever name called.

State Council means a body established and recognised by the Company under **clause 7**. Each State Council area will elect a **State Operations Advisory Panel** (or similar as notified from time to time by the Board through regulations) as stipulated through promulgated standing orders of the organisation.

Telecommunications Meeting means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a meeting of the Board to communicate with any other participant.

Touch Football or **Touch** means the sport or game played under the rules determined or adopted from time to time by the Association.

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote through their Delegate.

2.2 General

- (a) In this Constitution
 - (i) expressions referring 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;
 - (ii) a reference to a function includes a reference to a power, authority and duty;

- (iii) 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;
 - (iv) a reference to a Member present at a General Meeting means the Member present in person or by proxy or Representative;
 - (v) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
 - (vi) words importing any gender include all other genders;
 - (vii) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
 - (viii) a reference to an organisation includes a reference to its successors;
 - (ix) words importing the singular include the plural and vice versa;
 - (x) a reference to a law includes regulations and instruments made under it;
 - (xi) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
 - (xii) the words include, includes, including and for example are not to be interpreted as words of limitation;
 - (xiii) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Board; and
 - (xiv) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.
- (b) 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 unenforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.
- (c) The specification of the Objects in **clause 3** are not in any particular order and are not to be construed so as to lead to the construction that any object is more important than any other object nor than any object which is specified in detail is more important than any object which has not been specified in detail, and no particular object will be limited by reference to any other and the rule of construction known as ejusdem generis rule shall not apply.

2.3 Corporations Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
- (b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2.4 Headings

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

3. OBJECTS

The Company is the peak body for the administration of the sport of Touch Football in Australia and is established solely for the Objects. The Objects of the Company are to:

- (a) adopt and exercise the Sporting Power as the national federation for Touch Football in Australia and act as the sole Australian Touch Football affiliated member of the FIT in accordance with the FIT constitution;
- (b) create a single uniform entity through and by which Touch Football can be conducted, promoted and administered in Australia;
- (c) conduct, encourage, administer, promote, advance and manage the sport of Touch Football (in any form) in Australia through competition and commercial means;
- (d) affiliate and otherwise liaise with the FIT and such other bodies as may be desirable, in the pursuit of these Objects;
- (e) ensure that all Touch Football in Australia is carried out in a manner which secures and enhances the safety of Participants, spectators and the public and which allows the sport to be competitive and fair;
- (f) establish, support and regulate State Councils of the Company;
- (g) formulate, issue, interpret, implement and amend from time to time such Regulations as are necessary for the control and conduct of Touch Football in Australia;
- (h) determine, arrange and publish an annual Australian Touch Football National Calendar of events;
- (i) maintain a central registry of Members;
- (j) pursue through itself or other entities commercial arrangements including sponsorship and marketing opportunities as are appropriate to further these Objects;
- (k) strive for and maintain government, commercial and public recognition of the Company as the authority on Touch Football in Australia;

- (l) promulgate, and secure uniformity in, such rules and standards as may be necessary for the management and control of Touch Football, Touch Football competitions and related activities, including but not limited to playing rules, refereeing, selecting and coaching standards;
- (m) further develop the Company and Touch Football into an organised institution and having regard to these objects, to foster, regulate, organise, control, conduct and manage tournaments, competitions, displays and other activities and to issue certificates and award trophies;
- (n) ensure that environmental considerations are taken into account in all Touch Football and related activities conducted by the Company;
- (o) select and control teams or sides to represent Australia or the Company;
- (p) develop, implement and manage elite or high performance Touch Football programs throughout Australia;
- (q) promote the health and safety of Participants;
- (r) act as final arbiter on all matters pertaining to the conduct of Touch Football in Australia, including disciplinary matters;
- (s) establish and conduct educational programs for Participants in the implementation and interpretation of Touch Football playing rules and standards;
- (t) formulate and implement appropriate policies, including policies in relation to equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in Touch Football;
- (u) represent the interests of its Members and of Touch Football generally in any appropriate forum;
- (v) have regard to the public interest in its operations;
- (w) encourage Participants to realise their potential and athletic abilities;
- (x) encourage and promote performance-enhancing drug free competition;
- (y) give, and where appropriate, seek recognition for Members to obtain awards or public recognition in fields of endeavour other than Touch Football;
- (z) seek and obtain improved facilities for the playing and enjoyment of Touch Football;
- (aa) do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits which these Objects are intended to achieve;
- (bb) co-operate or join with or support any club, association, organisation, society or individual whose activities or purposes are similar to those of the Company or which advance Touch Football in Australia; and
- (cc) undertake and or do all such things or activities as are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS

Solely for furthering the Objects under **clause 3**, the Company, in addition to the Sporting Power and any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.

5. INCOME AND PROPERTY OF COMPANY

5.1 Sole Purpose

The income and property of the Company will only be applied towards the promotion of the Objects.

5.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) that is an incorporated association or company limited by guarantee having the same or similar objects as the Company where such payments are made in good faith and do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction; or
- (c) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (d) of reasonable rent for premises let to the Company by them.

6. MEMBERSHIP

6.1 Categories of Members

Members of the Company shall fall into one of the following categories:

- (a) NSWTA and QTA, which subject to this Constitution shall each be represented by their Delegate who has the right to attend, debate and vote at General Meetings for and on behalf of each of NSWTA and QTA;
- (b) Affiliates, which subject to this Constitution shall be represented by their relevant Delegate in accordance with clause (iv) of the definition of Delegate, who has the right to attend, debate and vote at General Meetings for and on behalf of all Affiliates in that State;
- (c) Life Members, who do not have the right to receive notice of, attend, debate or vote at General Meetings;
- (d) Individual Members, who do not have the right to receive notice of, attend, debate or vote at General Meetings; and
- (e) such other category of Member as may be created by the Board so long as the effect of this is not to alter the rights, privileges or obligations of an existing category of Members.

6.2 Admission of Members

A person will become a Member, and the Directors will direct the Company Secretary to record their name in the register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and/or the Regulations.

7. STATE COUNCILS

- (a) The Board shall establish, support and regulate a State Council for each State (excluding New South Wales and Queensland), to facilitate the pursuit of the Objects.
- (b) Notwithstanding **clause 7(a)** at no time shall the Board establish more than one State Council in each State.
- (c) The composition, operation, duties and functions of State Councils shall be in accordance with this Constitution and will otherwise be prescribed in Regulations determined by the Company from time to time.
- (d) Each State Council will:
 - (i) act at all times in compliance with any requirements that may be imposed on it by any relevant Federal, State or Local government;
 - (ii) at all times act for and on behalf of the interests of the Company, the Members and Touch Football;
 - (iii) do all that is reasonably necessary to enable the Objects to be achieved;
 - (iv) act in good faith and loyalty to ensure the maintenance and enhancement of the Company and Touch Football, its standards, quality and reputation for the collective and mutual benefit of the Members and Touch Football;
 - (v) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Touch Football, and its maintenance and enhancement;
 - (vi) make full and proper disclosure to each other of all matters of importance to the Company and Touch Football;
 - (vii) not acquire any non-sporting advantage at the expense of any of the Company another State Council any Member or Touch Football;
 - (viii) operate with mutual trust and confidence in pursuit of the Objects;
 - (ix) promote the economic and sporting success, strength and stability of the Company and act interdependently with each other in pursuit of the Objects; and
 - (x) establish a State Operations Advisory Panel which will operate in accordance with Regulations prescribed by the Board from time to time.

8. APPLICATION FOR MEMBERSHIP

8.1 Application for Membership

An application for membership must be:

- (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Company;
- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Company and must substantially conform to this Constitution), the names of the applicant's committee members and the applicant's register of members (if applicable);
- (c) accompanied by the appropriate fee (if any); and
- (d) be otherwise in accordance with any requirements set out in this Constitution and/or the Regulations (if applicable).

8.2 Discretion to accept or reject application

- (a) The Company may accept or reject an application whether the applicant has complied with the requirements in **clause 8.1** or not. The Company shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Company accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Company. The CEO shall amend the Register accordingly as soon as practicable.
- (c) Where the Company rejects an application for membership the Company shall refund any fees forwarded with the application and the application shall be deemed rejected by the Company.

8.3 Membership Renewal

- (a) Unless otherwise determined by the Board, Affiliates, NSWTA and QTA must renew membership annually with the Company in accordance with the procedures set down by the Company in Regulations from time to time.
- (b) Upon applying for renewal each year each Affiliate, NSWTA and QTA must lodge with the Company:
 - (i) an updated copy of its constitution (including all amendments); and
 - (ii) must provide any other information reasonably required by the Company, including but not limited to a copy of the minutes related to its previous years' Annual General Meeting,and must provide:
 - (iii) details of any changes in its committee; and
 - (iv) details of any change in its Delegate.

Each Affiliate, NSWTA and QTA must ensure that its constitution is amended to conform to any relevant amendments made to this Constitution provided that such amendment is not unlawful with or in conflict with any relevant legislation.

8.4 Deemed Membership

- (a) Notwithstanding this **clause 8**, all Affiliates located within New South Wales or Queensland must apply for membership of NSWTA or QTA respectively and will be deemed members of the Company upon being accepted for membership of NSWTA or QTA respectively.
- (b) Unless otherwise determined by the Company, at the time of adoption of this Constitution, the Members of the Company will be those entities which are currently recognised by the Company as Members until such time as Member renewal is required under **clause 8.3**.

8.5 Membership Regulations

The Board may develop and implement Regulations which may set out:

- (a) the membership criteria to be met by different categories of Members; and
- (b) subject to **clause 6.1**, the privileges and benefits of membership.

9. LIFE MEMBERS

- (a) Life Membership is the highest honour which can be bestowed by the Company for longstanding and valued service to Touch Football in Australia.
- (b) A Member or the Board may nominate for life membership any person who has rendered distinguished or special service to Touch Football, where such service is deemed to have assisted the advancement of Touch Football in Australia, as a Participant, administrator, official or otherwise.
- (c) The nomination must be on the prescribed form (if any) and shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour. All nominations must be submitted to the CEO.
- (d) The CEO shall then provide the nomination to the Board. The Board will decide whether to accept or reject the nomination, and where it is accepted the nomination for conferral of life membership shall be put to the members for determination as a Special Resolution at the next Annual General Meeting.
- (e) If the motion is carried at the Annual General Meeting, an individual must then accept or reject the Company's resolution to confer life membership in writing. Upon acceptance in writing, 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.
- (f) A person may be posthumously recognised as a Life Member.
- (g) Categories (if any), conditions, obligations and privileges of life membership shall be as prescribed in the Regulations.

- (h) Those Life Members who are, prior to the adoption of this Constitution, Life Members of Touch Football Australia, shall be deemed Life Members from the time of approval of this Constitution under the Corporations Act.

10. AFFILIATES

10.1 Application for membership

- (a) Affiliates must apply for membership of the Company in accordance with **clause 8** and the procedures prescribed by the Board from time to time in Regulations.
- (b) Affiliates shall have one year from the approval of this Constitution under the Act in which to amend their constitution in accordance with this Constitution, and for such time as their constitutions do not conform shall not be unduly penalised for such non-compliance, the extent that such non-compliance is not wilful or calculated to cause harm or prejudice to the Company.
- (c) Where an Affiliate is unincorporated, that is, has no legal status separate from its individual members, the nominated representative of the Affiliate shall be deemed to represent the Affiliate for all membership purposes under this Constitution, until it is incorporated.

10.2 Compliance

- (a) Each Affiliate, NSWTA and QTA shall:
 - (i) be subject to the jurisdiction and direction of the Company in respect of Touch Football;
 - (ii) be incorporated or in the process of becoming incorporated;
 - (iii) adopt the Objects and adopt rules which reflect, and which are to the extent permitted or required, where relevant, by the State Acts, in conformity with this Constitution;
 - (iv) provide the Company with such information as the Company may reasonably require including copies of any financial reports, member data and statements, its annual report and other associated documents within 30 days of such request by the Company;
 - (v) recognise the Company as the peak body for Touch Football in Australia;
 - (vi) be solvent;
 - (vii) support the Company in the encouragement and promotion of the Objects; and
 - (viii) by adopting the Objects, abide by this Constitution.
- (b) The Company and each Affiliate, NSWTA and QTA agree:
 - (i) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Touch Football are to be conducted, promoted and administered; and

- (ii) that should an Affiliate be having administrative, operational or financial difficulties the Company may act to assist that Affiliate in whatever manner it considers appropriate.

10.3 Affiliate constitutions

- (a) The constituent documents of each Affiliate will clearly reflect the Objects and shall acknowledge that the Affiliate is subject to the jurisdiction and direction of the Company in respect of Touch Football. The constituent documents of each Affiliate shall conform with such incidental variations as are necessary having regard to the State Act applicable to each Affiliate.
- (b) Each Affiliate shall provide to the Company a copy of its constituent documents and all amendments to these documents. Each Affiliate acknowledges and agrees that the Company has power to veto any provision in an Affiliate's constitution which, in the Board's opinion, is contrary to the Objects, this Constitution or the Regulations.
- (c) Each Affiliate will take all steps to ensure its constituent documents and rules are in conformity with this Constitution and will ensure its documents are amended in conformity with future amendments made to this Constitution, subject to any prohibition in any relevant State Act.

10.4 Affiliate register of members

Each Affiliate shall maintain, in a form acceptable to the Company, a register of all Participants in its geographic area or area represented by it. Each Affiliate shall provide a copy of the register at a time and in a form acceptable to the Company, and shall provide regular updates of the register to the Association.

11. INDIVIDUAL MEMBERS

11.1 Application for Membership

An application for membership as an Individual Member must be:

- (a) in writing on the form prescribed from time to time by the Board, from the applicant and lodged with the Company; and
- (b) accompanied by the appropriate fee, if any.

11.2 Discretion to Accept or Reject Application

- (a) The Company may accept or reject an application for Individual Membership and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Company accepts an application, the applicant shall become a Member (of the relevant category of membership). Membership of the Company shall be deemed to commence upon acceptance of the application by the Company. The CEO shall amend the register accordingly as soon as practicable.
- (c) Where the Company rejects an application the Company shall refund any fees forwarded with the application and the application shall be deemed rejected by the Company.

11.3 Membership Renewal

Individual Members must reapply for membership annually with the Company in accordance with the procedures set down by the Company in Regulations from time to time.

11.4 Deemed Membership

Those Individual Members who are, prior to the adoption of this Constitution, Individual Members of the Company, shall be deemed Members from the time of approval of this Constitution under the Corporations Act for such time as and until membership renewal is required under **clause 11.3**.

12. MEMBERS - GENERAL

12.1 General

- (a) The Company must keep a register of all Members in accordance with the Corporations Act.
- (b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.
- (e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or Touch Football, or both.

12.2 Limited Liability

Members have no liability in that capacity except as set out in **clause 32**.

13. CESSATION OF MEMBERSHIP

13.1 Cessation

A person ceases to be a Member on:

- (a) resignation;
- (b) death (not applicable to Life Members);
- (c) the termination of their membership according to this Constitution or the Regulations;
- (d) a body corporate being dissolved or otherwise ceasing to exist; or
- (e) where a Member no longer meets the requirements for membership.

13.2 Resignation

For the purposes of **clause 13.1(a)**, a Member may resign as a member of the Company by giving 14 days written notice to the Board. Where a Member which is an incorporated entity seeks to resign as a member of the Company the written notice must be accompanied by a copy of the special resolution passed by the Member's members resolving that the Member resign from the Company.

13.3 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Board for damages or otherwise, or claim upon the Company's property including its intellectual property rights.

14. DISCIPLINE OF MEMBERS

14.1 Disciplinary Action

Where the Board 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 or any resolution or determination of the Board or any duly authorised committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company and/or Touch Football; or
- (c) brought the Company or Touch Football into disrepute,

the Board may commence or cause to be commenced disciplinary proceedings ("proceedings") against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether set out in Regulations or as otherwise prescribed by the Board.

14.2 Good standing

Notwithstanding **clause 14.1**, where a Member fails to comply with their or its financial or other obligations under this Constitution or any Regulations, the Board may determine that Member to be not of good standing. On determination that a Member is not of good standing, the Board may give notice to the Member of the:

- (a) Board's determination; and
- (b) grounds for the Board's determination,

and request that the Member show cause within such time as is determined by the Board as to why further action should not be taken against the Member. The Member's failure to respond or act to the Board's satisfaction (including assurances or compliance with his or its obligations) may result in the Board suspending the Member's membership of the Company or otherwise imposing such conditions on membership, as the Board sees fit.

14.3 Grievance

Clause 14.1 does not apply to any incident or matter to which the member protection by-law or policy (if any) of the Company applies. Any member protection related

matter must be dealt with in accordance with the procedure set out in the member protection by-law or policy of the Company.

15. FEES AND SUBSCRIPTIONS

15.1 Membership Fee

- (a) The Board must determine and publicise to the Members from time to time:
 - (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount of the annual/seasonal subscription fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Company the amounts determined under this **clause 15** in accordance with **clause 15.1(a)(iv)**.

15.2 Non-Payment of Fees

The right of a Member to attend and vote (if applicable) at a General Meeting may be suspended while the payment of any subscription or other amount payable by the Member is in arrears, in accordance with relevant Regulations. Additionally, the Member shall have no automatic right to resign from the Company, and shall be dealt with at the Board's discretion, which includes the right to expel, discipline or retain that Member as a Member, or impose such other conditions or requirements as the Board considers appropriate.

16. DELEGATES

- (a) Unless a State Council has been established by the Board under **clause 7(a)** the Affiliates in each State (other than New South Wales and Queensland) shall elect or appoint one Delegate to represent the group of Affiliates for such term as is determined by those Affiliates. Where a State Council is established by the Board under **clause 7(a)** it shall elect or appoint one Delegate to represent the Affiliates in that State for such term as is determined by the State Council. Each Delegate shall represent the group of Affiliates in his or her State at General Meetings. The Company must be advised in writing of a Delegate appointment within 14 days of the appointment.
- (b) NSWTA and QTA shall each appoint one Delegate to represent them for such term as is determined by each of them. NSWTA and QTA's Delegate shall represent NSWTA and QTA respectively at General Meetings. The Company must be advised in writing of NSWTA and QTA respective Delegate's appointment within 14 days of the appointment.

17. GENERAL MEETINGS

17.1 Annual General Meeting

AGMs of the Company are to be held:

- (a) according to the Corporations Act; and
- (b) at a date and venue determined by the Board.

17.2 Power to convene General Meeting

- (a) The Board may convene a General Meeting when they think fit and must do so if required by the Corporations Act.
- (b) The Voting Members through their Delegate may convene a General Meeting, which must comply with the requirements under the Corporations Act.

17.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to:
 - (A) NSWTA and QTA;
 - (B) every Affiliate;
 - (C) every Delegate;
 - (D) the Directors;
 - (E) the auditor for the time being of the Company; and
 - (F) State Council chairpersons through the Advisory Panel; and
 - (ii) in accordance with **clause 30** and the Corporations Act.
- (b) At least 45 days prior to the proposed date of the AGM the CEO will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.
- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
 - (i) all information required to be included in accordance with the Corporations Act;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
 - (iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and
 - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

17.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

17.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Board they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

- (a) Members according to the Corporations Act;
- (b) the Board at the request of Members; or
- (c) a court.

17.6 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under the Corporations Act.

17.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

17.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 18.8** or the Corporations Act.

17.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

17.10 Proxy Voting

Proxy voting shall be permitted at General Meetings in accordance with the Corporations Act and the Regulations.

17.11 Postal or Electronic voting

Postal or electronic voting shall be permitted at General Meetings in accordance with the Corporations Act and the Regulations.

18. PROCEEDINGS AT GENERAL MEETING

18.1 Number for a quorum

The number of Members who must be present and eligible to vote for a quorum to exist at a General Meeting shall be those Delegates holding entitlement to 50% of the votes.

18.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

18.3 Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

18.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those members then present shall constitute a quorum.

18.5 Chairperson to preside over General Meetings

- (a) The Chairperson is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no chair, or the chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
 - (i) a Director (or other person) chosen by a majority of the Directors present;
 - (ii) the only Director present; or
 - (iii) a Representative of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

18.6 Conduct of General Meetings

- (a) The chair:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

- (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever he considers it necessary or desirable for the proper conduct of the meeting.

- (b) A decision by the chair under this **clause 18.6** is final.

18.7 Adjournment of General Meeting

- (a) The chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

18.8 Notice of adjourned meeting

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

18.9 Questions decided by majority

Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

18.10 No casting vote

Where voting is equal there is no casting vote and the motion is lost.

18.11 Declaration of results

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless:
 - (i) a poll is properly demanded and the demand is not withdrawn; or
 - (ii) the chair determines that a poll should be conducted.
- (b) 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 minutes of the meetings of the Company, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

18.12 Poll

- (a) If a poll is properly demanded in accordance with the Corporations Act or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

18.13 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
 - (i) may not be raised except at that meeting; and
 - (ii) must be referred to the chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

18.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made is final.

19. VOTES OF MEMBERS

- (a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members through their Delegate shall have the votes set out in this **clause 19**.
- (b) Subject to any rights or restrictions attached to any category of membership, at a General Meeting the voting rights of Members can only be exercised by the Delegates. Each Delegate (including NSWTA and QTA's Delegates) shall have one vote for every 20,000 registered Participants, or part thereof, in the area that Delegate represents.
- (c) No Member other than as set out in **clause 19(b)** shall be entitled to vote at General Meetings or otherwise represented at General Meetings.
- (d) No Delegate is entitled to vote at any General Meeting unless he has been properly appointed and authorised in accordance with this Constitution and the Association has been notified of the Delegate's appointment.

20. BOARD

20.1 Composition of the Board

The Board shall comprise:

- (a) five (5) Elected Directors,

who must be all Individual Members or Life Members and who shall be elected under **clause 20.4**; and

- (b) up to two (2) Appointed Directors who need not be Individual Members and who may be appointed by the Board under **clause 20.6**.

20.2 Portfolios

The Board may allocate portfolios to Directors.

20.3 Eligibility

- (a) A Director must be independent and must not hold an Official Position or be an employee (disqualifying position) of the Company or a Member.
- (b) A Director who accepts a disqualifying position must notify the Board of that fact immediately and is deemed to have vacated office as a Director.
- (c) A person elected or appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within 30 days.

20.4 Elected Directors

- (a) At least 45 days prior to the proposed date of the Annual General Meeting at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the CEO will request from Voting Members nominations (which comply with this **clause 20.4**) for elections to positions falling vacant.
- (b) When calling for nominations the CEO shall also provide details of the necessary qualifications and jobs descriptions for the positions falling vacant in order to:
 - (i) help determine the appropriateness of any and all candidates for election to the Board; and
 - (ii) enable the Board to be comprised of Directors with a variety of skills and experience.

Subject to this Constitution, additional nomination processes including a Nominations Committee, qualifications and job descriptions shall be as determined by the Board from time to time.

- (c) Nominations must be received no less than 28 days prior to the AGM.
- (d) A Voting Member may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.
- (e) A nomination must:
 - (i) be in the form required by the Board; and
 - (ii) signed by a nominator and a seconder who must be authorised representatives of an Affiliate, NSWTA or QTA - for the avoidance of

doubt where the nominator is NSWTA or QTA, the seconder may be an Affiliate of either NSWTA or QTA; and

- (iii) certified by the nominee expressing their willingness to accept the position for which they are nominated.
- (f) Subject to **clauses 20.3** and **20.9**, an Elected Director will hold office for a term of 3 years.
- (g) A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 20.9**, is eligible for re-election.
- (h) At a General Meeting:
 - (i) at which an Elected Director retires; or
 - (ii) at the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the Members conducted in accordance with **clause 20.4(i)** to fill the vacancy by electing someone to that office.

- (i) Elections for Elected Directors shall be by ballot, in accordance with this **clause 20.4(i)** and the Regulations, at the relevant General Meeting on papers prepared by the CEO (or a person authorised by the CEO). The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:
 - (i) If at the close of nominations for an election to fill one or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then those nominated shall be declared elected only if approved by the majority of the votes cast; and
 - (ii) If at the close of nominations for an election to fill one or more Elected Director positions there are more eligible nominees than the number of positions to be filled, a secret ballot will be conducted as determined by the Board from time to time and under any such poll the eligible nominee/s who receives the highest number of votes (in accordance with any Regulations) will be elected to fill the Elected Director positions.

20.5 Casual Vacancy in ranks of Elected Directors

- (a) The Board may at any time appoint a person to fill a casual vacancy (as defined under **clause 20.12**) in the rank of the Elected Directors.
- (b) A person appointed under **clause 20.5(a)**:
 - (i) holds office until the next Annual General Meeting at which time they can offer themselves for re-election; and
 - (ii) is not eligible to be appointed as the chairperson.

20.6 Appointed Directors

- (a) Subject to **clause 20.6(e)**, the Elected Directors may appoint up to 2 people to be Directors who may have specific skills which complement the Board composition, but need not have experience in or exposure to the sport or business of pursuits of Touch Football. Such persons will be known as **Appointed Directors**.
- (b) Subject to **clauses 20.3** and **20.9**, an Appointed Director holds office for a term determined by the Board not to exceed 3 years and the appointment will be on such other terms as the Board determines.
- (c) A person may only serve 2 terms as an Appointed Director but, subject to the other requirement of this Constitution, are otherwise eligible to be elected to an Elected Director position.
- (d) The Elected Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 20.12**) in the rank of the Appointed Directors on whatever terms the Elected Directors decide.
- (e) Whilst the Australian Rugby League Commission ("**ARLC**") is a recognised partner of the Company the Appointed Directors shall be nominated by the ARLC and may be appointed by the Elected Directors as the Appointed Directors. This Constitution shall apply to those persons in all respects whilst Directors.

20.7 Term of office of Directors generally

- (a) In each three year period beginning at the first AGM following the adoption of the Constitution:
 - (i) two (2) Elected Directors will be elected in the first year;
 - (ii) two (2) Elected Directors will be elected in the second year; and
 - (iii) one (1) Elected Director will be elected in the third year.
- (b) Should any adjustment to the term of Elected Directors or Appointed Directors be necessary to ensure rotational terms in accordance with **clause 20.7(a)** this shall be determined by the Board. If the Board cannot agree it will be determined by lot. Elections to subsequent Boards shall then proceed in accordance with the rotational terms in accordance with **clause 20.7(a)**.

20.8 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution including **clause 20.9**, is eligible for re-election.

20.9 Maximum term of office for Directors

- (a) Following the adoption of this Constitution, a Director may not serve more than three (3) consecutive terms as a Director, including where one of the terms is as an Elected Director.
- (b) For the purpose of this **clause 20.9** service of:

- (i) each full term as an Elected Director or Appointed Director is to count as one term toward the three term limit;
 - (ii) each part term served by filling a casual vacancy in an Elected Director or Appointed Director position is to be treated as a full term of an Elected Director or Appointed Director respectively and is to count as one (1) term towards the three (3) term limit.
- (c) A Director who has served a maximum term in accordance with **clause 20.9(a)** shall not be eligible to be a Director for three (3) years following the completion of their maximum term.

20.10 Remuneration of Directors

Subject to **clause 20.12**, a Director may not be paid for services as a Director but, with the approval of the Board and subject to the Corporations Act, may be:

- (a) paid by the Company for services rendered to it other than as a Director; and
- (b) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when:
 - (i) travelling to or from meetings of the Board, a Committee or the Company; or
 - (ii) otherwise engaged in the affairs of the Company.

20.11 Removal of Director

- (a) Subject to the provisions of the Corporations Act, the Company may in General Meeting by Ordinary Resolution remove any Director prior to the expiration of that Director's term of office.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 20.11(a)** cannot be re-appointed as a Director within three (3) years of removal.

20.12 Vacation of office

The office of a Director becomes vacant when the Corporations Act says it does and also if the Director:

- (a) dies;
- (b) is removed in accordance with **clause 20.11**;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) resigns from office by notice in writing to the Company;
- (e) is not present at three consecutive Board meetings without leave of absence from the Board;
- (f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act; or

- (g) is suspended or expelled from membership of the Company without further recourse under the Constitution;
- (h) in the opinion of the Board in its discretion, subject always to application of the principles of natural justice:
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Company and/or Touch Football (including but not limited to failing to adequately perform their duties as a Director); or
 - (ii) has brought the Company or Touch Football into disrepute,

and unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 20.12(h)** cannot be re-appointed as a Director within 3 years of removal.

20.13 Alternate Director

A Director cannot appoint an alternate.

21. POWERS AND DUTIES OF BOARD

21.1 Board to manage the Company

The Board is to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting.

21.2 Specific powers of Board

Without limiting **clause 21.1**, the Board may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

21.3 Time

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Board may in its absolute discretion extend that time, period or date as it thinks fit.

21.4 Appointment of attorney

The Board may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

21.5 Provisions in power of attorney

A power of attorney granted under **clause 21.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

21.6 Delegation of powers

- (a) Without limiting **clause 21.4** the Board may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Company or any other person as they think fit.
- (b) Any delegation by the Board of its powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
 - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Board.

21.7 Code of Conduct

The Board must:

- (a) adopt a code of conduct for Directors; and
- (b) periodically review the code of conduct in light of the general principles of good corporate governance.

22. PROCEEDINGS OF BOARD

22.1 Board meetings

- (a) Subject to **clause 22.1(b)**, the Board may meet together for conducting business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) The Board must meet at least five (5) times in each calendar year.

22.2 Questions decided by majority

A question arising at a Board meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one (1) vote on a matter arising for decision by the Board.

22.3 Casting vote

The chair of the meeting will not have a casting vote where voting is equal and the motion will be lost.

22.4 Quorum

Four (4) Directors present in person constitutes a quorum. The quorum must be present at all times during the meeting.

22.5 Effect of vacancy

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) If the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

22.6 Convening meetings

- (a) A Director may, and the CEO on the request of a Director must, convene a Board meeting.
- (b) Notice of a meeting of the Board must be given individually to each Director (except a Director on leave of absence approved by the Board). Notice of a meeting of the Board must be given not less than 14 days before the meeting and may be given in person, or by post or by telephone, facsimile or other electronic means.
- (c) A Director may waive notice of a meeting of the Board by giving notice to that effect to the Company in person or by post or by telephone, facsimile or other electronic means.
- (d) A person who attends a meeting of the Board waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Board or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of the Board.

22.7 Chairperson

- (a) The Elected Directors shall appoint a chairperson from amongst their number. The chairperson shall hold that office for such term as is determined by the Elected Directors but only whilst the person holds office as an Elected Director. Neither an Appointed Director or an individual appointed under **clause 20.5(a)** are eligible to be appointed chairperson.
- (b) The chairperson shall be the nominal head of the Company and will act as chair of any Board meeting or General Meeting at which they are present. If the Chairperson is not present, or is unwilling or unable to preside, the remaining Directors shall appoint one of their number to preside as chair for that meeting only.

22.8 Circulating resolutions

- (a) The Board may pass a resolution without a Board meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number

required for a quorum at a meeting of the Board) sign a document containing a statement that they are in favour of the resolution set out in the document.

- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A facsimile transmission or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 22.8(a)** and is taken to be signed when received by the Company in legible form.
- (c) The resolution is passed when the last Director signs.

22.9 Validity of acts of Board

Everything done at a Board' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

22.10 Directors' Interests

- (a) A Director shall declare to the Board any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Board.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Board or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The CEO shall maintain a register of declared interests.

22.11 Minutes

The Board must cause minutes of meetings to be made and kept according to the Corporations Act.

23. TELECOMMUNICATION MEETINGS OF THE COMPANY

23.1 Telecommunication Meeting

- (a) A Board Meeting may be held by means of a Telecommunication Meeting, provided that:
 - (i) the number of Directors participating is not less than a quorum required for a Board Meeting; and
 - (ii) the meeting is convened and held in accordance with the Corporations Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this **clause 23**.

23.2 Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication Meeting of the Company:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

24. CEO

24.1 Appointment of CEO

The Board shall appoint a CEO.

24.2 Powers, duties and authorities of CEO

- (a) The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Board.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Board.

24.3 Suspension and removal of CEO

Subject to the terms and conditions of the appointment, the Board may suspend or remove the CEO from that office.

24.4 Delegation by Board to CEO

The Board may delegate to the CEO the power (subject to such reservations on the power as are decided by the Board) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, Regulations, processes and codes of conduct for consideration by the Board and to implement them to the extent approved by the Board;
- (b) manage the financial and other reporting mechanisms of the Company;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and
- (e) any other powers and responsibilities which the Board consider appropriate to delegate to the CEO.

24.5 CEO to attend meetings

The CEO is entitled, subject to a determination otherwise by the Board, to attend all meetings of the Company, all meeting of the Board and any Committees and may speak on any matter, but does not have a vote.

24.6 Ineligibility

- (a) The CEO shall be ineligible for the position of Director for a period of at least three (3) years from the date the CEO ceases to hold that position.
- (b) No Director shall be eligible to be appointed to the position of CEO for a period of at least three (3) years from the date that Director ceased to be a Director.

25. COMPANY SECRETARY

25.1 Appointment of Company Secretary

There must be at least one Company Secretary who is to be appointed by the Board.

25.2 Suspension and removal of Company Secretary

The Board may suspend or remove a Company Secretary from that office.

25.3 Powers, duties and authorities of Company Secretary

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Board.

26. COMMITTEES

26.1 Board may delegate functions

The Board may delegate any of its powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

26.2 Powers delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Board.

- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

26.3 Committee meetings

Unless otherwise determined by the Board, committee meetings are governed by the provisions of this Constitution dealing with Board meetings, as far as they are capable of application.

26.4 Revocation of Delegation

The Board may by instrument in writing, revoke wholly or in part any delegation made under this clause, and may amend, repeal or veto any decision made by such body or person under this Rule only where such decision is clearly contrary to this Constitution, the Regulations, the Corporations Act, the Objects of the Company or the committee's delegation.

27. REGULATIONS

27.1 Board to Formulate Regulations

The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such Regulations, regulations and policies ("Regulations") for the proper advancement, management and administration of the Company, the advancement of the Objects and Touch Football as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution.

27.2 Regulations Binding

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

27.3 Notices Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of notices approved by the Board and prepared and issued by the CEO. Notices are binding upon all Members.

28. INSPECTION OF RECORDS

28.1 Right of the Members to Inspect Records

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

29. ACCOUNTS

29.1 Accounting Records

The Board will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Corporations Act.

29.2 Auditor

A properly qualified auditor or auditors shall be appointed by the Board and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Corporations Act.

30. SERVICE OF DOCUMENTS

30.1 Document includes notice

In this **clause 30**, document includes a notice.

30.2 Methods of service on a Member

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member;
- (c) by sending it to a facsimile number or electronic mail address nominated by the Member; or
- (d) by posting the notice on the Company's website

30.3 Methods of service on the Company

A Member may give a document to the Company by:

- (a) delivering it to the Registered Office;
- (b) sending it by post to the Registered Office; or
- (c) sending it to a facsimile number or electronic mail address nominated by the Company.

30.4 Post

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second business day after the date of its posting.

30.5 Facsimile or electronic mail transmission

If a document is sent by facsimile or electronic mail transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the facsimile or mail electronic transmission; and
- (b) have been delivered on the business day following its transmission.

31. INDEMNITY

31.1 Indemnity of officers

- (a) This **clause 31** applies to every person who is or has been:
 - (i) a Director, CEO or Company Secretary of the Company; and
 - (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Board in each case determine.

Each person referred to in this paragraph (a) is referred to as an Indemnified Officer for the purposes of the rest of **clause 31**.

- (b) The Company will indemnify each Indemnified Officer out of the property of the Company against:
 - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,unless:
 - (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
 - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

31.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

31.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 31.1** on the terms the Board thinks fit (as long as they are consistent with **clause 31**).

32. WINDING UP

32.1 Contributions of Members on winding up

- (a) Each Voting Member must contribute to the Company's property if the Company is wound up while they are a Member or within one (1) year after their membership ceases.
- (b) The contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves,and the amount is not to exceed \$1.00.
- (c) No other Member must contribute to the Company's property if the Company is wound up.

32.2 Excess property on winding up

- (a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
 - (i) having objects similar to those of the Company; and
 - (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Voting Members through their Delegate at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

33. AMENDMENT OF CONSTITUTION

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution and in accordance with the Corporations Act.