



**South Australian Netball Association Inc.**

(Trading as Netball SA)

# Constitution





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## 1. NAME OF ASSOCIATION

The name of the Association is South Australian Netball Association Incorporated ('Association') trading as Netball SA.

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this Constitution, unless the contrary intention appears:

**'Act'** means the Associations Incorporation Act 1985 (SA).

**'Affiliated Associations'** means Associations defined under **clause 5.2**, that exist for the playing of Netball in the State and are members of the Association. (Previous Member Associations are now Affiliated Associations).

**'Association'** means "South Australian Netball Association Inc. trading as Netball SA.

**'Annual General Meeting'** means a meeting of the kind described in **clause 6**.

**'Appointed Director'** means a Director appointed under **clause 7.1**.

**'Board'** means the body consisting of persons set out in **clause 7.2**.

**'Chief Executive officer'** means the Chief Executive Officer of the Association for the time being appointed under this Constitution.

**'Club'** means one or more teams wishing to play in interclub matches conducted by the Association through its Affiliated Associations or any competition run by or for Netball SA.

**'Commission'** means Consumer & Business Services SA.

**'Community' or 'Netball Community'** means the total Netball Community in South Australia.

**'Constitution'** means this Constitution of the Association.

**'Council Subcommittee'** means the sub-committee appointed by the Board under **clause 8.1** to manage all areas of competition within the Association.

**'Council Subcommittee Member/Representative'** means the person appointed to the Council Subcommittee by the Board.

**'Dealings'** means the process to approve legal documents in accordance with the Act.

**'Delegate'** means the person(s) appointed from time to time to act for and on behalf of an Affiliated Associations, to represent them at a General Meeting.

**'Delegation Policy'** means the Policy the Board approves from time-to-time authorising who can approve and/or sign various documents and transactions.

**'Director'** means a member of the Board and includes elected Directors, Independent Chairperson, casual vacancies and Appointed Directors and any person acting in that capacity from time to time appointed in accordance with this Constitution.

**'Divisions'** means the existing Divisions being the Adelaide Metropolitan Netball Division (AMND) and City Night Division (CND) and are managed under the auspices and policies of the Association as one Division.

**'Elected Director'** means a Director appointed under **clause 7.2**.

**'Financial year'** means the year ending on the next 31 December and thereafter a period of 12 months commencing on 1 January and ending on 31 December each year.

**'General Meeting'** means any General Meeting of Members and includes the Annual General Meeting or any Special General Meeting.

**'Intellectual property'** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment (including computer software), images (including photographs, videos or films) or service marks relating to the 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(c)**.

**'Member or Members'** means a Member or Members as contemplated by **clause 5** of this Constitution

**'Member Associations'** means any incorporated body which organises and controls its own netball competitions and which also controls and manages its own affairs and oversees the affairs of clubs and are now referred to as Affiliated Associations under this Constitution.

**'Metropolitan Affiliated Associations'** means those Affiliated Associations and Divisions which participate in the metropolitan area as defined in Policies.

**'Netball'** means the Sport explained, described and governed by the rules published by the International Netball Federation Limited / World Netball from time to time

**'Netball SA'** means the trading name of South Australian Netball Association Inc.

**Netball Community'** means anyone associated with the game of Netball in SA regardless of gender or position.

**'NSO'** means Netball Australia.

**'Objects'** means the objects of the Association in **clause 3**.

**'Participant'** means any individual who is a member of a club within an Affiliated Association or Division.

**'Policy or Policies'** means any Policy or Policies made by the Board from time to time under **clause 10.4**.

**'Portfolio'** means specific roles designated within the Board. i.e., Chairperson of Governance Committee etc.

**'Public Officer'** means the Chief Executive Officer.

**'Register of Interest'** means the register maintained to record any conflict of interest by a Director or Subcommittee Member.

**‘Simple Majority’** means fifty (50) percent plus one of the votes taken at any meeting other than a Special Resolution.

**‘Special Committee’** means a Subcommittee created by the Board.

**‘Special Resolution’** means a special resolution defined in the Act.

**‘Sport’** means Netball (as defined in this document), and being a human activity capable of achieving a result requiring physical exertion and / or physical skill, which by its nature and organisation, is competitive and is generally accepted as being a sport.

**‘SSO’** means State Sporting Organisation’ being Netball SA.

**‘State’** means South Australia.

## 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 or non-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 Policies 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.

## 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 objects of the Association are to:

- (a) Represent and promote the Sport in all its forms, including at the grass-roots, amateur, semi-professional, and professional levels;
- (b) Conduct, encourage, promote, advance, develop, and administer policies and services with respect to Netball throughout South Australia;
- (c) Promote the improved social, political, economic, safety and health status of the Netball Community through participation in Netball in any capacity or gender;
- (d) Act for its members in all matters pertaining to Netball;
- (e) Strive for and maintain government, commercial and public recognition of the Association as the authority of Netball in South Australia;
- (f) Use and protect the intellectual property;
- (g) Affiliate, liaise, participate as a member of Netball Australia so Netball can be conducted, encouraged, promoted, advanced and administered in South Australia;
- (h) Adopt and accept the playing rules of the International Netball Federation Limited and the interpretation of such rules as determined from time to time by Netball Australia.

### **4. POWERS OF THE ASSOCIATION**

The Association shall have all the rights, powers and privileges conferred on it under section 25 of the Act to further the objects of the Association.

## 5. MEMBERS

### 5.1 Categories of Members

The members of the Association shall consist of:

- (a) Affiliated Associations which subject to this Constitution under **clause 5.2**, shall be represented by two (2) delegates each, and shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Association at General Meetings;
- (b) Divisions which subject to this Constitution under **clause 5.4**, shall be represented by two (2) delegates only, and shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Association at General Meetings;
- (c) 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 at General Meetings;
- (d) Such new categories of Members as may be created by the Board. Any new category of member created by the Board cannot be granted voting rights without the approval of the Association in General Meeting.

### 5.2 Affiliated Associations

- (a) An Association that is domiciled within South Australia and Broken Hill, New South Wales may apply to the Board for admission to membership as an Affiliated Association Member;
- (b) To be, or remain, eligible for membership, an Affiliated Association must be incorporated or be in the process of incorporation as detailed in the Policies;
- (c) An Affiliated Association Member's rights are in relation to General Meetings consistent with **clauses 5.1 (a)**;
- (d) Each Affiliated Association is taken, by virtue of that membership, to have agreed:
  - (i) The constituent documents of each Affiliated Association shall, at the earliest available opportunity, but within two years of the commencement of this Constitution, recognise the SSO as the authority for Netball in South Australia and the NSO as the national authority for Netball; and
    - clearly reflect the Objects; and
    - conform with this Constitution and the Policies of the Association.
  - (ii) that it will conscientiously attend General Meetings;



- (iii) nominate two delegates annually to attend General Meetings, and shall inform the Association of the details of that person(s) accordingly;
  - (iv) that it will maintain, in a form acceptable to the Association, a register of its members and provide a copy of the register to the Board on request by the Board;
  - (v) if requested by the Association, it will provide the Association with copies of its audited accounts, annual financial reports and other associated documents as soon as practicable following the Affiliated Association Member's Annual General Meeting;
  - (vi) be or remain incorporated in South Australia;
  - (vii) take reasonable steps to prevent any of its members or any Participant associated with it from acting in a way that is likely to bring the Association, the NSO or the Sport into disrepute or which might adversely affect or derogate from the standards, quality and reputation of the Sport and its maintenance and development; and
  - (viii) take reasonable steps to discipline appropriately any of its members or any Participant associated with it if the member or Participant acts in such a way;
  - (ix) adopt and implement such communications and intellectual property policies as may be developed by the Association;
- (e) If an Affiliated Association does not comply with **clause 5.2(d)(i)** its membership will lapse but it may reapply on becoming incorporated.

### 5.3 Application for Affiliation

- (a) Subject to **clause 5.6**, a candidate for Affiliated Association Membership must apply to the Board in writing.
- (b) The application must:
  - (i) be in a form approved by the Board;
  - (ii) contain full particulars of the name and address and contact details of the applicant;
  - (iii) identify the category of membership for which the applicant is applying; and
  - (iv) contain any other information prescribed by Policy for an application for membership in that category.

5.4 Divisions being the Adelaide Metropolitan Netball Division (AMND) and City Night Division (CND) and are managed under the auspices and policies of the Association as one Division.

5.5 Life Members

- (a) Life Membership is the highest honour that can be bestowed by the Association for longstanding and valued service to the Association or to the Sport in South Australia;
- (b) Any member from within an Affiliated Association or Division may recommend a person or be recommended for Life Membership by notice in writing to the Board as detailed in the Policies;
- (c) A person may be appointed a Life Member only by the Board and notified at an Annual General Meeting;
- (d) A Life Member has the right to receive notice of General Meetings and to be present and debate but not vote at General Meetings;
- (e) A Life Member cannot be required to pay fees or subscriptions (other than fees that are required to be paid by a participant in their capacity as a participant).

5.6 Obligations of Members

Each member must:

- (a) treat all staff, contractors and representatives of the Association and the NSO with respect and courtesy at all times;
- (b) maintain and enhance the standards, quality and reputation of both the Association and the Sport;
- (c) not act in a manner unbecoming of a member or prejudicial to the Objects or the interests or reputation of the Association, the NSO or the Sport; and
- (d) in the case of an Affiliated Association additional **clauses 5.2 (a) to (e)** apply.

5.7 Discretion to Accept or Reject Application

- (a) The Association may accept or reject an application whether or not the applicant has complied with the requirements in **clauses 5.2 and 5.3**. The Association shall not be required or compelled to provide a reason for accepting or rejecting the application;
- (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 Chief Executive Officer shall amend the register accordingly as soon as practicable;

- (c) Where the Association rejects an application, any fees forwarded with the application will be refunded and the application shall be deemed rejected.

#### 5.8 Re-Affiliation

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

#### 5.9 Deemed Membership

- (a) All previous Member Association's which or who are, prior to the approval of this Constitution under the *Act*, members of the Association, shall be deemed Affiliated Association Members from the time of approval of this Constitution under the *Act*;
- (b) Affiliated Associations shall provide the Association with such details as are reasonably required by the Association under this Constitution within one 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 5.9(a)** shall not be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

#### 5.10 Association to Keep Register

- (a) The Association must keep and maintain a register of members in accordance with the *Act*;
- (b) In addition to the information required by the *Act*, the Register may contain such other information as the Board considers appropriate;
- (c) Members must provide the Association with the details required by the Association to keep the register complete and up to date;
- (d) Members, Directors and Life Members shall provide notice of any change and required details to the Association within one month of such change.

5.11 Inspection of Register

In reference 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 Director, shall be available for inspection (but not copying) by members who make a reasonable request.

5.12 Use of Register

Subject to the *Act*, confidentiality considerations and privacy laws, the register may be used to further the objects, in such manner as the Board considers appropriate.

5.13 Effect of Membership

Members acknowledge and agree that:

- (a) They shall comply with and observe this Constitution and the Policies and any determination, resolution or policy, which may be made or passed by the Board or other entity with delegated authority;
- (b) By submitting to this Constitution and Policies, they are subject to the jurisdiction of the Association and NSO;
- (c) The Constitution and Policies are necessary and reasonable for promoting the objects and particularly the advancement and protection of Netball in the State;
- (d) They are entitled to all benefits, advantages, privileges and services of Association membership.

5.14 Notice of Resignation

- (a) A member, other than an Affiliated Association who has paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one month's notice in writing to the Association;
- (b) An Affiliated Association may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by special resolution of the Affiliated Association. A copy of the relevant minutes of the Affiliated Association meeting showing that the special resolution has been passed by the Affiliated Association must be provided to the Association;
- (c) If an Affiliated Association ceases to be a member under this Constitution, the Association's membership of all individual members affiliated or registered with or through the Affiliated Association shall not automatically cease at that time, but shall be dealt with in accordance with the Policies;
- (d) Once the Association receives notice of resignation of membership given under clauses **5.14(a) and (b)**, it must make an entry in the register that records the date on which the member who or which gave notice ceased to be a member.

5.15 Discontinuance for Breach

- (a) Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the Policies. This includes, but is not limited to, the failure to pay any monies owed to the Association, and the failure to comply with the Policies or any resolutions or determinations made or passed by the Board or any duly authorised committee;
- (b) Membership shall not be discontinued by the Board under **clause 5.15(a)** without the Board first giving the accused member the opportunity to explain the breach and/or remedy the breach;
- (c) A member may not be expelled under **clause 5.15(a)** unless the member has been afforded natural justice;
- (d) Where a member fails, in the Board's view, to adequately explain the breach, that member's membership shall be discontinued under **clause 5.15(a)**. The Association shall give written notice of the discontinuance to the member. The register shall be amended to reflect any discontinuance of membership under this **clause 5.15** as soon as practicable.

5.16 Discontinuance for Failure to Re-Affiliate

Membership of the Association may be discontinued by the Board if an Affiliated Association has not re-affiliated with the Association within one month of the re-affiliation falling due. In that case, that Affiliated Association's membership will be deemed to have lapsed from that time. The register shall be amended to reflect any discontinuance lapse of membership under this **clause 5.16** as soon as practicable.

5.17 Affiliated Association Member to Re-Apply

A member whose membership has been discontinued under **clauses 5.14, 5.15 or 5.16:**

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

5.18 Forfeiture of Rights clause

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 Association ceases to be a member, it shall also forfeit all representation rights at General Meetings.

5.19 Delegate Position Lapses

The position of Delegate shall lapse immediately on cessation of membership.

5.20 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued member may be refunded to the member upon discontinuance at the discretion of the Board.

5.21 Discipline And Dispute Resolution

- (a) The Board may make Policies governing the hearing and determination of disputes, protests or complaints by or against members or participants and any other matter involving the enforcement of this Constitution or the Policies against members or participants.
- (b) A Policy made under **clause 5.21(a)** may:
  - (i) provide for one or more judiciary committees or tribunals to hear and resolve cases falling under clause;5.21(a);
  - (ii) prescribe penalties for breaches of this Constitution;
  - (iii) invest a judiciary committee or tribunal with power to impose penalties;
  - (iv) and otherwise prescribe the procedures for dealing with cases falling under **clause 5.21(a)**.
- (c) Despite any Policy made under **clause 5.21(a)** the Board may itself deal with any disciplinary matter referred to it or appoint a judiciary committee to do so.
- (d) All proceedings relating to cases falling under **clause 5.21(a)** must be conducted according to the rules of natural justice.
- (e) The dispute resolution procedure set out in this clause applies to disputes between a member; and:
  - (i) another member; or
  - (ii) the Association.
- (f) 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;
- (g) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days after the scheduled meeting, refer the dispute to an appropriate Dispute Centre for resolution;

- (h) The Committee may prescribe additional grievance procedures inconsistent with this **clause 5.21**;
- (i) In this clause 'member' includes any former member who was a member not more than six months before the dispute occurred.

#### 5.22 Subscriptions and Fees

- (a) The Board will:
  - (i) fix annual membership subscriptions;
  - (ii) fix annual fees for all individual participants of Affiliated Associations;
  - (iii) fix annual fees for all individual participants of Divisions;
  - (iv) fix such other fees or levies as the Board considers prudent for the effective and sustainable management of the affairs of the Association; and
  - (v) determine the time for and manner of payment of the subscriptions, fees and levies by members to the Association.
- (b) The Board may fix subscriptions, fees or levies at different rates for different categories of membership and may determine that no subscriptions are payable by one or more of the categories for any year;
- (c) The Board may also authorise payment of subscriptions, fees or levies by instalments for some or all of the categories of membership and it may prescribe different terms of instalments for different categories of membership;
- (d) On admission to membership a new member must pay the current full year's subscription;
- (e) The Board may waive all or part of a member's subscriptions, fees or levies and may agree terms of payment for a member different from those applicable to other members of the same category if the Board is satisfied that there are special reasons to do so.

## 6. MEETINGS OF MEMBERS

- 6.1 There are two (2) General meetings that can be convened where members have the opportunity to express opinions and vote on various matters. They are:
- (a) Annual General Meeting of the Association must be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board;
  - (b) Special General Meetings of the Association are special meetings that are convened by members to discuss extraordinary issues.
- 6.2 Attendance at Meetings
- (a) Unless this Constitution expressly provides otherwise, Members, the Auditor(s) and the Directors are entitled to attend Annual and Special General Meetings but only Affiliated Association Members are entitled to vote;
  - (b) Each member under **clause 5.1(a) and (b)**, by notice to the Association, may appoint two (2) natural persons to act as its delegates in all matters connected with the member;
  - (c) A member under **clause 5.1(a) and (b)** may, by notice under **clause 10.5** to the Association, revoke an appointment made under **clause 6.2(b)**;
  - (d) Delegates appointed under **clause 6.2(b)** may attend a meeting by telephone or other electronic means by which he or she can hear and be heard;
  - (e) For all the purposes of this Constitution, a member **under clause 5.1(a) and (b)** represented at an Annual or Special General Meeting by their Delegates is to be taken to be present in person at the meeting.
- 6.3 Notice of Meetings
- (a) Notice of every Meeting must be given to every member who is entitled to receive a notice as defined in **clause 5.1**, the Auditor and the Directors by the means authorised in **clause 10.5**;
  - (b) A notice of a Meeting must specify the place, day and hour of the meeting and state the nature and order of the business to be transacted at the meeting;
  - (c) At least twenty-one (21) days' notice of a Meeting must be given to those members entitled to receive notice, together with:
    - (i) the agenda for the meeting;
    - (ii) any notice of a motion received from members entitled to vote;
    - (iii) Any nominations for elected Directors approved under the Associations Policies.



#### 6.4 Business of Meetings

- (a) The ordinary business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution;
- (b) All business that is transacted at a Special Meeting or an Annual General Meeting, other than those matters referred to in **clause 6.4(a)**, is special business;
- (c) No business other than that stated on the notice for a meeting may be transacted at that meeting.

#### 6.5 Proceedings at Meetings

- (a) No business may be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business;
- (b) Subject to **clause 6.7(a)(ii)** a quorum for General Meetings is;
  - (i) fifty percent (50%) of the members under **clauses 5.1 (a) and (b)**, represented by their delegates, must be in attendance; **and**,
  - (ii) a minimum of forty percent (40%) of the members delegates under **clauses 5.1 (a) and (b)** entitled to vote and be present in accordance with this Constitution.
- (c) Attendance at meetings can be in person or electronically;
- (d) Subject to **clause 6.5(b) and (i) and (ii)**, a simple majority of members present and entitled to vote is required to approve any motion other than a special resolution.

#### 6.6 Chairperson to Preside at Meetings

- (a) The Chairperson of the Board will, subject to this Constitution, preside as Chairperson at every Meeting except:
  - (i) in relation to any election for which the Chairperson of the Board is a nominee; or
  - (ii) where the Chairperson of the Board has a conflict of interest.
- (b) If the Chairperson of the Board is not present or is unwilling or unable to preside, the Affiliated Association Members present must appoint another Director to preside as Chairperson for that meeting only.

#### 6.7 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the Meeting a quorum is not present, the meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the Chairperson determines. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting; then:
  - (i) if the meeting was convened on the requisition of Affiliated Association Members under **clause 6.13(b)**, the meeting will lapse; and
  - (ii) in any other case, those Affiliated Association Members present will constitute a quorum.
- (b) The Chairperson may, with the consent of any meeting of members at which a quorum is present, and must, if directed by the meeting, adjourn the meeting from time to time and from place to place but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting that was adjourned;
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as in the case of an original meeting;
- (d) Except as provided in **clause 6.7(c)**, it is not necessary to give any members any notice of an adjourned meeting, or the business to be transacted / dealt with at that adjourned meeting.

#### 6.8 Voting Procedure at Meetings

At any meeting a resolution put to the vote of the meeting will 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 voting members present at the meeting.

#### 6.9 Recording of Determinations at Meetings

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 is conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

#### 6.10 Voting at Meetings

- (a) Members entitled to vote includes; two (2) delegates nominated in writing by each Affiliated Association and Division Members.
- (b) For the avoidance of doubt, the Chairperson may not exercise a casting vote.

6.11 Proxy Voting is not allowed.

6.12 Special General Meetings

- (a) The Board may, whenever it thinks fit, convene a Special General Meeting of the Association;
- (b) Requisition of Special General Meetings
  - (i) On the requisition in writing of twenty-five (25) percent of voting members, the Board must, within one month after the receipt of the requisition, and give notice as per **clause 10.5**, convene a Special General Meeting for the purpose specified in the requisition;
  - (ii) Every requisition for a Special General Meeting must be signed by requisitioning voting members, state the purpose of the meeting and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one or more of the members making the requisitions;
  - (iii) If the Board does not cause a Special General Meeting to be held within one month after the receipt of the requisition, the members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition;
  - (iv) A Special General Meeting convened by voting members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Board and for this purpose the Board must ensure that the members making the requisition are supplied free of charge with particulars of the members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Association.

## 7. MANAGEMENT

The Board constitutes the Committee for the purposes of the *Act*.

### 7.1 General powers of Board

- (a) Subject to the *Act* and this Constitution, the business and affairs of the Association must be managed by the Board, which may exercise the powers of the Association for that purpose;
- (b) In addition to **clause 7.1(a)**, the Board has the responsibility for the management and control of the funds and other property of the Association;
- (c) The Board must perform its functions in the pursuit of the Objects and in the interests of the Association as a whole, having regard to the Association's position in the structure of the Sport in South Australia and their role in supporting the Sport's reputation in the State;
- (d) The Board may not cause the Association to disaffiliate from Netball Australia without an Ordinary Resolution of the members at a General Meeting.

### 7.2 Composition of the Board

The Board will comprise:

- (a) five (5) elected Directors elected under **clause 7.7** (which may include casual vacancy Directors appointed under **clause 7.11**); and
- (b) an independent Chairperson, appointed by the Board under **clause 7.9**; and
- (c) a representative from the Council Subcommittee approved by the Board; and
- (d) up to two (2) Appointed Directors appointed under **clause 7.10**;
- (e) An elected Director appointed under **clause 7.2(a)** and the independent Chairperson appointed under **clause 7.2(b)** cannot be the representative for the Council Subcommittee under **clause 7.2(c)** nor, subject to **clause 8.1(b)(i)**, be a representative on the Council Subcommittee.

### 7.3 Portfolios

The Board may allocate portfolios to Directors.

### 7.4 Gender Diversity

- (a) The Association recognises the value of Gender Diversity.
- (b) The Australian Sports Commission Principles will be adopted and appropriate Policies maintained to adhere to this principle.

7.5 Nominations for Elected Directors

- (a) The Board must call for nominations for elected Director(s) in sufficient time to adhere to the Board's Policies and meeting the 21 days' notice period required for an Annual General Meeting;
- (b) The Board will maintain a Policy which governs the nomination process;
- (c) The Board may, when it calls for nominations, indicate which portfolios on the Board it wishes to fill, the job descriptions for those portfolios and the qualifications or experience it considers desirable for those portfolios;
- (d) A CEO who has resigned or retired from the organisation cannot seek election to the Board for a period of three (3) years after leaving the role.

7.6 Nominations must:

- (a) be in writing;
- (b) be in the prescribed form (if any) provided for that purpose;
- (c) be signed by the nominee;
- (d) disclose any position the nominee holds in a Club or Affiliated Association, including as an officer, a Participant, a Delegate or an employee; and
- (e) be delivered to the Association in accordance with the Association Recruitment Policy.

7.7 Elections

- (a) The Board will nominate candidates in accordance with the Association Policies;
- (b) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of members entitled to vote at an Annual General Meeting;
- (c) If the number of nominations exceeds the number of vacancies to be filled, an election must be conducted;
- (d) Elections must be conducted by secret ballot;
- (e) Subject to **clause 6.5(b) and (c)**, a simple majority of members present and entitled to vote is required to approve an elected Director;
- (f) If at the close of the Annual General Meeting, vacancies on the Board remain unfilled, the vacant position(s) will be deemed casual vacancies under **clause 7.11**;

- (g) If a person nominated is not elected by the majority of members under **clause 7.7**, he or she will not be entitled to take an elected office until elected by the members at an Annual General Meeting.

#### 7.8 Term of Appointment for Elected Directors

- (a) Directors elected under **clause 7.7** shall be elected for a term of three (3) years. Subject to provisions in this Constitution relating to early retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the third Annual General Meeting following;
- (b) Subject to **clause 7.8(a)** the Board will attempt to have staggered terms to ensure operational continuity with the Board expertise and knowledge base;
- (c) Following the adoption of this Constitution, no person who has served as an elected Director for a period of three (3) consecutive full terms shall be eligible for election as an elected Director until the next Annual General Meeting following the date of conclusion of their last term as an elected Director;
- (d) If the law requires the Elected Director to have a particular qualification or clearance (for example, police clearance), the Elected Director's term will not begin until the qualification or clearance has been established.

#### 7.9 Term of Independent Chairperson

- (a) The Directors will appoint an Independent Chairperson;
- (b) In appointing an Independent Chairperson, the Directors should have regard to which personal skills and experience the Board thinks will be required to lead the Association;
- (c) The term of office of the Independent Chairperson shall be a term of three (3) years;
- (d) The Directors will meet to consider the Independent Chairperson's re-appointment for another 3 years, subject to **clause 7.8(e)**, in the last year of their appointment;
- (e) Following the adoption of this Constitution, no person who has served as the Independent Chairperson for a period of three (3) consecutive full terms shall be eligible for appointment as an Independent Chairperson;
- (f) The Chairperson shall be the nominal head of the Association and will act as Chairperson of any Board meeting at which they are present. If the Chairperson is not present, or is unwilling or unable to preside at a Board meeting the remaining Directors shall appoint another Director to preside as Chairperson for that meeting only.

7.10 Appointed Directors

- (a) Directors may appoint via simple majority up to two (2) Appointed Directors;
- (b) In appointing Appointed Directors, the Directors should have regard to which personal skills and experience the Board thinks will complement the Board composition;
- (c) The term of office of each Appointed Director must be fixed by the Directors at the time of the Appointed Director's appointment but it cannot exceed three (3) years.

7.11 Casual Vacancies

Subject to **clause 7.7(e) and (g)** any casual vacancy occurring in the position of Elected Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Elected Director's term under this Constitution.

7.12 Grounds for Termination of Director

The office of a Director becomes vacant if the Director:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) suffers from mental or physical incapacity;
- (d) is disqualified from office under section 30 of the Act;
- (e) resigns their office by notice in writing to the Association;
- (f) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (g) holds any office of employment with the Association;
- (h) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of their interest;
- (i) in the case of an Appointed Director, is removed from office by the Directors;
- (j) is removed by the members in General Meeting; or
- (k) would otherwise be prohibited from being a Director of a corporation under the Corporations Act 2001 (Cth).
- (l) In the opinion of the Board (but subject always to the Constitution):

- (i) Has acted in a manner unbecoming or prejudiced to the Objects and interests of the Association; or
- (ii) Has brought the Association into disrepute by way of, but not limited to;
  - alleged fraud; or
  - lack of integrity unbecoming a Director in meeting clause **7.12(l)(ii)**; or
  - disruptive and unruly behaviour prejudicial to good governance.

7.13 If a Director is removed by resolution of the members under **clause 7.12**, the Director cannot be reappointed to the Board as an Appointed Director without a further resolution of members authorising the appointment.

7.14 If there are any vacancies on the Board, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum.

7.15 Board to Meet

- (a) The Board must meet as often as it considers necessary in every calendar year for the dispatch of business (and must meet at least as often as is required under the Act). Subject to this Constitution, the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Any Director may at any time convene a meeting of the Board on reasonable notice to the other Directors.

7.16 Decisions of Board

- (a) Subject to this Constitution, questions arising at any meeting of the Board may be decided by Ordinary Resolution. Each Director has one (1) vote on any question.
- (b) The Chairperson does not have a casting vote.

7.17 Circulatory Resolutions

- (a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one (1) or more of the Directors;
- (b) A resolution may not be passed under **clause 7.16(a)** if, before it is circulated for voting under **clause 7.16(a)** the Board resolves that it can only be put at a meeting of the Board;
- (c) A resolution passed under this clause must be recorded in the minute book;



- (d) Refer to Policies for detail of the process

#### 7.18 Resolutions not in Meeting

- (a) Without limiting the power of the Board to regulate its meetings as it thinks fit, and subject to **clause 7.18** a meeting of the Board may be held where one or more of the Directors 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 Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that Directors are not required to be present in person;
  - (iii) If a failure in communications prevents **clause 7.18(a)(i)** from being satisfied by the number of Directors which constitutes a quorum (**clause 7.19**), and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 7.18(a)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned;
  - (iv) Any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there present. If no Director is there present, the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

#### 7.19 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is:

- (a) if the number of Directors in office is an even number, half of the number of Directors plus one; or
- (b) if the number of Directors in office is an odd number, half of the number of Directors rounded up to the next whole number.

#### 7.20 Conflict of Interest

- (a) The Directors must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Director has an interest.
- (b) Any Director or Subcommittee member shall declare their interest in any:

- (i) contractual, selection, disciplinary, or financial matter;
  - (ii) in which a conflict of interest arises or may arise.
- (c) There is a continuous obligation to declare all interests referred in **clause 7.20(a)(i) and (ii)**, which will be recorded in the minutes and entered into the Register of Interests;
- (d) They shall, unless otherwise determined by the Board or Subcommittee, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters;
- (e) If the Director or Subcommittee member casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director or Subcommittee member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board or Subcommittee. If this is not possible, the matter shall be adjourned or deferred.

#### 7.21 Disclosure of Interests

- (a) A Director has a continuous obligation to update their interests in the Register of Interests.
- (b) The nature of the interest of a Director or Subcommittee member must be declared at the meeting of the Board or Subcommittee at which the relevant matter is first taken into consideration, if the interest then exists;
- (c) In any other case, the interest should be revealed to the Board or Subcommittee at the next meeting of the Board or Subcommittee. If a Director or Subcommittee 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 Board or Subcommittee held after the Director or Subcommittee member becomes interested;
- (d) All disclosed interests by a Director or Subcommittee member relating to their pecuniary interest in a contract or proposed contract must also be disclosed to each AGM in accordance with the *Act*.

#### 7.22 General Disclosure

A general notice stating that a Director or Subcommittee is a member of any specified firm or Association and that he is 'interested' in all transactions with that firm or Association is sufficient declaration under **clause 7.20**. After the distribution of the general notice, it is not necessary for the Director or Subcommittee to give a special notice regarding any particular transaction with that firm or Association.

### 7.23 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director or Subcommittee in accordance with **clauses 7.20 and/or 7.21** must be recorded in the minutes of the relevant meeting.

### 7.24 Delegations

#### (a) Board may Delegate Functions

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

#### (b) Delegation by Instrument

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

- (i) this power of delegation;
- (ii) a function imposed on the Board or the Chief Executive Officer by the *Act* or any other law, or this Constitution or by resolution of the Association in General Meeting.

#### (c) Delegated Function Exercised in Accordance with Terms

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

#### (d) Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 7.14**. The entity exercising delegated powers shall make decisions in accordance with the objects. It shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

(e) 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. These may be specified in the delegation.

(f) Revocation of Delegation

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

## 7.25 Dealings

(a) Subject to the Board's Delegation Policy, every legal document that is required to be signed by Netball SA must be signed by any two of the following members:

- (i) the Chairperson of Netball SA; or
- (ii) the Deputy Chairperson of Netball SA; and
- (iii) one Board member of Netball SA; or
- (iv) the Chief Executive Officer.

(b) All legal documents are binding on Netball SA only when executed by any two of the office bearers authorised under **clause 7.25(a)** above.

(c) Subject to clause **7.25(d)** all other non-legal instruments signed by Netball SA, must be duly signed by a representative or employee of Netball SA.

(d) All legal documents and non-legal instruments must not be signed without the express authorisation of the Board and in accordance with the policies of Netball SA.

(e) A copy of all executed documents must be sent to the Secretariat and recorded in the minute book.

## 7.26 Appointment of Chief Executive Officer (CEO)

The Directors shall appoint a CEO.

(a) Powers, duties and authorities of CEO

- (i) 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 Directors;
- (ii) 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 Directors.

(b) Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office;

- (c) The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Association. The delegation will include the power and responsibility to:
  - (i) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
  - (ii) manage the financial and other reporting mechanisms of the Association;
  - (iii) approve and incur expenditure subject to specified expenditure limits;
  - (iv) sub-delegate their powers and responsibilities to employees or internal management committees of the Association; and
  - (v) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO;
  - (vi) Act as the Public Officer for the Association.
  
- (d) The CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Association, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote.

## 8. SUBCOMMITTEES OF THE BOARD

The Board utilises subcommittees to assist with managing their responsibility with the affairs of the Association to achieve its objectives, such as, but not limited to; Governance, Audit, Risk, Financial, Netball Competition and Affiliated Association matters.

Subcommittees, other than the Council Subcommittee in **clause 8.1**, created by the Board are governed under their specific Terms of References approved by the Board.

### 8.1 Council Subcommittee

(a) The Affiliated Associations have an important role to play in the Netball SA community such that the Board has deemed it appropriate to delegate key responsibilities to a Council Subcommittee. The Terms of Reference approved by the Board from time to time will detail further specifics. Core aspects of this Subcommittee include, but are not limited to:

- (i) recommendation of policies governing the playing (competition) of Netball within the jurisdiction of the Association;
- (ii) primary conduit for communicating across the players, officials and volunteers throughout the South Australian Netball Community;
- (iii) shall receive and consider reports from Affiliated Associations and for presentation to the Board;
- (iv) may make recommendations to the Board in relation to any matter which may affect the Association;
- (v) may make recommendations to the Board concerning the appointment of Life Member(s).

(b) Composition of the Council Subcommittee:

- (i) Up to two (2) currently elected Directors of the Board; and
- (ii) A representative from each region as defined in Policy;
- (iii) Each person on the Council Subcommittee has one vote;
- (iv) An individual can represent more than one region temporarily where a replacement is not immediately available.

- (c) Term of Council Subcommittee Members
- (i) Each representative will be appointed for a term of two years;
  - (ii) Subject to provisions in this Constitution relating to early retirement, removal of a Council Subcommittee representative or **clause 8.1(c)(i)** they shall remain in office from the commencement of their appointment under **clause 8.1(d)(iv)** until the conclusion of the second year of their appointment;
  - (iii) A Council Subcommittee representative may seek re-appointment, subject to **clause 8.1(c)(v)** and **clause 8.1(d)**;
  - (iv) Subject to **clause 8.1(c)(ii)** the Council Subcommittee will attempt to have staggered terms to ensure operational continuity with any expertise and knowledge base;
  - (v) Following the adoption of this Constitution, no person who has served as a Council Subcommittee representative for a period of six (6) consecutive years shall be eligible for re-appointment as a Council Subcommittee representative until there has been at least a full one-year gap between their re-appointment.
- (d) Nominations to Council Subcommittee:
- (i) Each year the Board will determine any special requirements for the Council Subcommittee for that year;
  - (ii) The Board will seek nominations to the Council Subcommittee from Affiliated Association members;
  - (iii) Nominations will be managed under the Board's recruitment policy;
  - (iv) The Board will approve the nominations and advise the Netball Community.
- (e) Chairperson of the Council Sub-Committee
- A Director of the Board will be the Chairperson.
- (f) Council Subcommittee to Meet
- (i) The Council Subcommittee meeting schedule will be determined by the Board each year but should not be less than quarterly;
  - (ii) Any member of the Council Subcommittee in **clause 8.1(b)** may at any time convene a meeting of the Council Subcommittee on reasonable notice to the other Council Subcommittee members;
  - (iii) At least seven (7) days' notice of any Council Subcommittee meeting shall be given;
  - (iv) Minutes will be taken at all meetings of a Council Subcommittee and distributed to the Board and Council Subcommittee members.

(g) Quorum

At meetings of the Council Subcommittee the number required to constitute a quorum is:

- (i) if the number of appointed members in **clause 8.1(b)** is an even number, half of the number of members plus one; or
- (ii) if the number of appointed members in **clause 8.1(b)** is an odd number, half of the number of members rounded up to the next whole number.

(h) Attendance at Council Subcommittee Meetings

- (i) A Council Subcommittee member may attend a meeting by telephone or other electronic means by which they can hear and be heard;
- (ii) The Chief Executive Officer (or delegate) will attend each scheduled meeting of the Council Subcommittee. Other management personnel may attend on invitation from the Chairperson of the Council Subcommittee or as a delegate for the CEO.

(i) Authority

The Council Subcommittee authority is detailed in the Policies and their Terms of Reference.

(j) Disclosure of Interest

The Council Subcommittee members must comply with **clauses 7.20, 7.21 and 7.22** of this Constitution regarding disclosure of interests and voting on contracts in which a member has an interest.

- (i) All Council Subcommittee members must act in the best interests of the Association whilst balancing their individual interests;
- (ii) Council Subcommittee members must adhere to any Association policies.



## 9. RECORDS AND ACCOUNTS

- 9.1 The Chief Executive Officer shall ensure that proper records and minutes and Policies concerning all transactions, business, meetings, delegations and dealings of the Association and the Board are established and maintained and shall produce these as appropriate at each Board meeting or Meetings as required by section 35 and 39C of the *Act*.
- 9.2 The Association must retain their accounting records kept by it under section 35 or 39C of the *Act* (as the case requires) for 7 years after the completion of the transactions to which they relate.
- 9.3 The Chief Executive Officer or other Board Appointed Directors shall have a copy of the statements of account, the Board's report, the auditor's report and every other document required under the *Act* (if any) sent to all persons entitled to receive notice of AGMs in accordance with this Constitution.
- 9.4 Auditor
- (a) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the *Corporations Act*;
  - (b) The auditor may be removed by the Directors.
- 9.5 Application Of Income
- (a) The income and property of the Association shall be applied solely towards the promotion of the objects;
  - (b) Except as prescribed in this Constitution or the *Act*:
    - (i) 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;
    - (ii) 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.
  - (c) Nothing in clauses 9.5(a) or 9.5(b) shall prevent payment in good faith of or to any member for:
    - (i) any services actually rendered to the Association whether as an employee, Director or otherwise;
    - (ii) goods supplied to the Association in the ordinary and usual course of operation;
    - (iii) interest on money borrowed from any member;

- (iv) rent for premises demised or let by any member to the Association;
- (v) any out-of-pocket expenses incurred by the member on behalf of the Association,

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

#### 9.6 Lodgement of periodic returns under the Act

- (a) For the purposes of section 36 of the Act, a prescribed Association must lodge with the Commission a periodic return (in the form set out in Schedule 1) within 6 months after the end of each of its financial years;
- (b) The periodic return must be signed and dated by the public officer of the Association.

## 10. ADMINISTRATION

### 10.1 Winding Up

Subject to this Constitution, the Association may be wound up in accordance with the Act.

### 10.2 Distribution of Property on Winding Up

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

### 10.3 Alteration of Constitution

This Constitution shall not be altered except by Special Resolution.

### 10.4 Policies

#### (a) Board to Formulate Policies

The Board may formulate, issue, adopt, interpret and amend such Policies for the proper advancement, management and administration of the Association and the advancement of the purposes of the Association and Netball in the region as it thinks necessary or desirable. Such Policies must be consistent with the Constitution, the NSO's Constitutions, any Policies made by the NSO and any policy directives of the Board.

#### (b) Policies Binding

All Policies are binding on the Association and all members.

#### (c) Policies Deemed Applicable

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

(d) Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Policies shall be advised to members by means of bulletins approved by the Board and prepared and issued by the Chief Executive Officer. Clubs shall take reasonable steps to distribute information in the bulletins to individual members. The matters in the bulletins are binding on all members.

10.5 Notice

- (a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice. Notices will be sent by pre-paid post or by electronic mail to the member's registered address or electronic mail address. Notices to delegates will be sent to the last notified address 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 six (6) days after posting;
- (c) 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;
- (d) Notices given to the Association are subject to **clauses 10.5(a), (b), (c) and (d)**.

10.6 Indemnity

- (a) Subject to Rule 10.6 (c), the Association must indemnify any current or former Director, Chief Executive officer or auditor of the Association, or any person who takes part in, or is concerned with, management of the Association, out of the property of the Association against:
  - (i) every liability incurred by the person in that capacity (except a liability for legal costs); 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 person becomes involved because of that capacity.
- (b) Subject to Rule 10.6 (c), the Association may indemnify any employee of the Association at the discretion of the Directors;
- (c) Rule 10.6 (a) does not apply to the extent that:
  - (i) the Association is forbidden by the Act or other law to indemnify the person against the liability or legal costs; or
  - (ii) an indemnity by the Association of the person against the liability or legal costs would, if given, be made void by the Act or other law.

- (d) Subject to this Constitution, the Act, or other law, the Association may pay all costs, losses and expenses which a person referred to in Rules 10.6 (a) and 10.6 (b) might incur or become liable to pay by reason of any contract entered into or act or thing done by them as such a person or in any way in charge of their duties.
- (e) Subject to the Act or any other relevant law, the Association may make an advance, on account of anticipated costs, losses and expenses, to a person referred to in Rule 10.6( a) to assist the person in defending any proceeding brought against the person in that capacity.
- (f) If the Association makes an advance to a person under clause 10.6(e) the person must repay that advance if:
  - (i) judgment is not given in the person's favour;
  - (ii) the person is not acquitted; or
  - (iii) a court subsequently determines that the indemnification is not permitted.

#### 10.7 Authority To Trade

The Association is authorised to trade in accordance with the Act.

#### 10.8 Transitional Provisions

##### (a) Continuing Membership

- (i) Each Affiliated Association and Division that is a member of the Association on the day on which this Constitution is adopted will automatically be admitted to membership as an Affiliated Association and Division member under **clauses 5.1 (a) and (b)**.
- (ii) Life Members who are a Life Members on the day on which this Constitution is adopted will remain as Life Members under **clause 5.1 (c)**.
- (iii) Honorary Associations Members, Coaches and Umpires Members and Individual Members who are a member on the day on which this Constitution is adopted will cease to be a member.
- (iv) Each other person, other than members under clause 10.8(i), (ii) and (ii) who is a member on the day on which this Constitution is adopted, will cease to be a member.

##### (b) Directors

- (i) For the purposes of determining the Directors in office on the day on which this Constitution is adopted, the existing Directors consistent with clause 7.2(a) will remain as Directors until the next Annual General Meeting.

(ii) For the purpose of determining when the term ends for each Director in office on the day on which this Constitution is adopted, time served in the Director's current term will be counted as if this Constitution had been in place at the commencement of that term.

(c) Policies deemed applicable

All rules, by-laws and Policies of the Association in force at the date of the approval of this Constitution are to be deemed to be Policies and continue to apply unless they are inconsistent with, or have been replaced by this Constitution.

**Constitution Version Control**

Date	clauses amended	Description of change	Meeting Date
17/04/2024	Entire Constitution	New Constitution	17/04/2024

