

**Australian Capital Territory Volleyball Incorporated**

**Constitution**

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**CONSTITUTION OF**

**AUSTRALIAN CAPITAL TERRITORY VOLLEYBALL INCORPORATED**

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### PART 1 PRELIMINARY

#### 1. NAME

1.1 The name of the Association shall be Australian Capital Territory Volleyball Incorporated **(“the Association”)**.

1.2 The Association may operate under one or more trading names at the discretion of the Board.

#### 2. OBJECTS OF THE ASSOCIATION

2.1 The objects of the Association are to:

(a) organise, promote, control, and manage the sport of volleyball in the ACT in cooperation with its Affiliated Clubs.

(b) promote, control, and manage Association facilities.

(c) maintain membership with Volleyball Australia or its successors or assigns and actively participate in and support the objects of Volleyball Australia as it relates to the ACT.

(d) select and manage volleyball teams to represent the ACT at national competitions held in and outside of the ACT.

(e) develop talent identification pathways and programs for coaches, referees, players, and officials.

(f) promote the health and safety of players, officials and other individuals participating in volleyball in any capacity.

(g) establish and maintain financial security by obtaining funds from all sources, including grants, private, government and institutional sources, sponsorship and loans and from Members through levies, and affiliation fees.

(h) promote and foster equity and inclusion, recognise the importance of our First Nations people, and support principles of social justice within the ACT volleyball community.

(i) engage with Members, stakeholders and governments for the benefit of volleyball in the ACT.

(j) undertake and or do all things or activities which are necessary, incidental or conducive to the advancement of these Objects.

2.2 For the purpose of furthering all the Objects and functions as set out above, the Association has the legal capacity and powers of an incorporated association as set out under Division 3.2 of the Act.

#### 3. DEFINITIONS AND INTERPRETATION

3.1Definitions

In this constitution, unless the context otherwise requires:

**“Act”** means the *Associations Incorporation Act 1991* (ACT) and includes the *Association Incorporation Regulations 1991* (ACT)*;*

**“ACT”** means the Australian Capital Territory;

**“Appointed Director”** means a Director appointed to the Board in accordance with clause 15;

**“Association”** means a ACT Volleyball Incorporated, including its successors or assigns;

**“Board”** means the Board established under clause13;

**“By-Laws”** means any By-Laws made by the Board under clause 38;

**“Chair”** means chair for the time being of the Association;

**“Chief Executive Officer”** means the person designated by the Board from time to time as the Chief Executive Officer of the Association;

**“Common Seal”** means the common seal of the Association as set out in clause 33;

**“Committee”** means a committee that may be established from time to time under clause 19.1;

**“Constitution”** means this constitution, which shall be the rules of the Association for the purposes of the Act;

**“Delegate”** means the persons elected or appointed from time to time by a Member Association to represent and act for and on behalf of that Member Association at General Meetings;

**“Disciplinary Committee”** means a committee established by the Board to deal with disciplinary actions and matters of the Association;

**“Director”** means a member of the Board and includes an Appointed Director and an Elected Director;

**“Elected Director”** means a Director elected in accordance with clause 14;

 **“Financial Year”** means the period 1 January to 31 December;

**“First Directors”** means the persons referred to in schedule 1;

**“FIVB”** means Federation International de Volleyball;

**“General Meeting”** means the annual or any other general meeting of the Association;

**“Incorporation Act”** means the *Associations Incorporation Act 1991* (ACT) as amended from time to time*;*

**“Individual Member”** means a registered financial Member of the Association as per the Association’s registration platform;

**“Life Member”** means a person admitted as a Life Member in accordance with any By-Laws and Policies;

**“Member”** means a Member for the time being of the Association under clause 4.1;

**“Member Association”** means an organisation or association formed to promote volleyball in the ACT with objects similar to the objects of the Association and approved by the Board of the Association;

**“Nominations Committee”** means a Committee established by the Board to deal with the nomination and appointment process of Elected Directors of the Association;

**“Non-Playing Member”** means a coach, official, referee or volunteer of Volleyball or any family member of a Playing Member;

**“Objects”** means the objects of the Association as set out in clause 2;

**“Playing Member”** means a person registered in a Volleyball competition of the Association also referred to as an Individual Member;

**“Policy”** means the policies made by the Board under clause 38;

**“President”** means the President of the Association appointed in accordance with clause 13.5;

**“Presidents’ Forum”** means a meeting convened by the Association between the Presidents of the Member Associations and the Directors of the Association. At least one (1) President’s Forum will be convened in each calendar year.

**“Public Officer”** means an individual who has been appointed to exercise the functions of the Public Officer of the Association under the Act;

**“Special resolution”** has the same meaning as in section 70 of the Act;

**“Social Member”** means any person participating in a non-member association competition run by the Association;

**“VA”** means Volleyball Australia or its successors or assigns;

**“Volleyball”** means the sport of Volleyball as controlled by the FIVB and VA from time to time; and

**“Vice President”** means the Vice President of the Association appointed in accordance with clause 13.5.

3.2 **Interpretation**

In this Constitution, unless the context otherwise requires:

(a) a reference to a function includes a reference to a power, authority or duty;

(b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;

(c) words importing the singular include the plural and vice versa;

(d) words importing any gender include the other gender;

(e) references to persons include corporations and bodies politic;

(f) references to a person include the legal personal representatives, successors and permitted assigns of that person;

(g) references to a clause or schedule refers to a clause or schedule in this Constitution;

(h) in reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether the same or any legislative authority having jurisdiction);

(i) a reference to ‘writing’ will 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;

(j) the meaning of general words is not limited by specific examples introduced by including, for example similar expressions.

### PART 2 MEMBERSHIP

#### 4. MEMBERS OF THE ASSOCIATION

4.1The Members of the Association shall consist of:

(a) the Member Associations, which subject to this Constitution, shall be represented by their Delegates who have the right to attend and debate, and in the case of one (1) Delegate, vote at General Meetings for and on behalf of their Member Associations;

(b) Individual Members who may attend General Meetings but otherwise have no right to debate or vote at General Meetings (unless also a Delegate); Individual members must be:

(i) a financial player or non-player registered with a Member Association; or

(ii) a financial non-player selected or appointed by the Association to fill a position in any Association representative teams, training or development squads or any other such event or position as determined by the Board

(c) Social Members who may attend General Meetings but otherwise have no right to debate or vote at General Meetings;

(d) Life Members who may attend General Meetings and who have the right to participate in debate at those General Meetings but who have no right to vote at General Meetings (except if the Life Member is also a Delegate) ; and

(e) any other class of Members as determined by the Association from time to time at a General Meeting.

4.2 Members are required to agree to be Members of the Association and VA, provide details as required for the database of Members and pay the appropriate membership and affiliation fees and levies to be considered financial members.

#### 5. REGISTER OF MEMBERS

5.1 The Association must keep and maintain a database of Members and must contain/ enter the following information;

(a) name and contact details;

(b) the date the person or Member Association became a Member of the Association;

(c) Membership type; and

(d) such information as is required under the Act or the Association from time to time.

5.2 Having regard to privacy and confidentiality considerations, the personal information of the Member, which is stored on the database of Members, is restricted so that only the Association is permitted access to the personal information.

#### 6. MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE

6.1All rights, privileges or obligations which a Member has by reason of holding Membership of the Association shall not be capable of being transferred and shall terminate upon cessation of Membership.

**7. FEES AND LEVIES**

7.1 **The Fees and Levies of the Association payable by Members**

(a) are $1 or such other amounts as are determined by resolution of the Board from time to time; and

(b) are payable as determined by resolution of the Board from time to time.

7.2 **Consequence of Non-payment**

Any Member Association which has not paid all monies due and payable by that Member Association to the Association shall (subject to the Board’s discretion) have all rights under this Constitution immediately suspended from the expiry of the time prescribed for payment of those monies. Any suspension shall continue until the Member Association is reinstated by the Board.

**8. RESPONSIBILITIES OF MEMBER OF THE ASSOCIATION**

8.1 Each Member Association must:

(a) be incorporated;

(b) appoint up to two (2) Delegates to represent it at General Meetings and other relevant meetings in accordance with this Constitution and may change their Delegates from time to time at their discretion;

(c) do all that is reasonably necessary to enable the Objects to be achieved by the Association;

(d) act in good faith and loyalty to ensure the maintenance and enhancement of the Association and volleyball, its standards, quality and reputation for the collective and mutual benefit of the Members and volleyball;

(e) act in good faith to operate with, and promote, mutual trust and confidence between the Association and the Members;

(f) act on behalf of and in the interests of volleyball; and

(g) ensure that its President or that person’s nominee attends Presidents Forums as convened by the Association from time to time.

8.2 Members acknowledge and agree:

(a) this Constitution constitutes a contract between each of them and the Association;

(b) that they are bound by this Constitution and the By-Laws;

(c) they shall comply with and observe this Constitution and the By-Laws;

(d) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Association;

(e) this Constitution is made in pursuit of a common object, namely the mutual and collective benefit of the Association, the Members and Volleyball;

(f) this Constitution and By-Laws are necessary and reasonable for promoting the objects of the Association and particularly the advancement and protection of the sport of Volleyball; and

(g) they are entitled to all benefits, privileges and services of Association Membership.

**9. DISCONTINUANCE OF MEMBERSHIP**

9.1 **Notice of Resignation**

All resignations from Membership of the Association are to be made in writing to the Chief Executive Officer and shall be effective when the resignation is accepted by the Chief Executive Officer.

Resignation from the Association does not free a Member from any debts payable by that Member or any liabilities of that Member owed to the Association.

The resignation of a Member shall not entitle the Member to a refund of the whole or any portion of his or her paid Membership fees or any other moneys as may have been paid by the Member under this Constitution.

9.2 **Expiration of Notice Period**

Upon the expiration of any notice period applicable under clause 9.1 an entry, recording the date on which the Member Association gave notice and ceased to be a member shall be recorded in the database of members by the Chief Executive Officer.

9.3 **Cessation of Membership**

In addition to clause 9.1, a Member will cease to be a Member of the Association:

(a) if that Member’s status or conduct in the Board’s opinion renders it undesirable that the Member continue to be a Member (and the Board has the right to expel that Member in accordance with the Constitution and Policies);

(b) where the Member is an Individual Member, if the Member:

(i) dies;

(ii) ceases to be a Member in accordance with clause 9.4; or

(iii) fails to renew his or her Membership of the Association.

(c) where the Member is a Member Association, if;

(i) a liquidator, administrator or receiver is appointed in connection with the winding up of the Member;

(ii) the Member suffers any form of insolvency event; or

(iii) an order is made by a Court for the winding up or deregistration of the Member Association.

9.4 **Cessation of Member Association**

Where a Member Association ceases to be a Member in accordance with this Constitution or with the Act, the continuing membership of Individual Members of that Member Association will be determined at the sole discretion of the Board.

9.5 **Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Association and its property including intellectual property. Any Association documents, records or other property in the possession, custody or control of that Member will be returned immediately.

9.6 **Membership may be Reinstated**

Membership may be reinstated at the discretion of the Board, on application by the relevant Member in accordance with this Constitution and otherwise on such conditions as the Board sees fit.

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#### 10. DISCIPLINING OF MEMBERS

10.1 **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 By-Laws, the Policies or the Rules or any resolution or determination by the Board; or

(b) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association and/or volleyball; or

(c) brought the Association or volleyball into disrepute;

The Board may by way of ordinary resolution instigate disciplinary proceedings against that Member. The Board may, by ordinary resolution:

(i) expel the Member from the Association; or

(ii) suspend the Member from the rights and privileges of Membership of the Association as the Board may decide for a specified period.

10.2 **Disciplinary Procedure**

If the Board passes a resolution under clause 10.1, the Chief Executive Officer must, as soon as practicable upon receipt of advice from the Board under clause 10.1, serve on the Member a notice in writing:

(a) setting out the alleged breach by the Member and the grounds on which it is based;

(b) stating that the Member may address the Board at a hearing to be held not earlier than 14 days and not later than 28 days after service of the notice;

(c) stating the date, place and time of that hearing; and

(d) informing the Member that the Member may do one or more of the following:

(i) attend that hearing and be given the opportunity to speak; and

(ii) submit to the Board, at or before the date of the hearing, a written statement regarding the alleged breach.

10.3 **Outcome**

(a) At a hearing held in accordance with clause 10.2, the Board shall:

(i) give to the Member every opportunity to be heard;

(ii) give due consideration to any written statement submitted by the Member; and

(iii) by resolution determine whether the alleged breach occurred; and

(iv) advise the Member in writing of the decision, reasons for the decision, and any penalty determined by the Board.

(b) If the Board makes a resolution under clause 10.3(a)(iii), the Chief Executive Officer must, within 7 days of that confirmation, provide the Member with written notice confirming the resolution and the Member’s right of appeal under clause 11.

(c) The resolution does not take effect until any appeal process under clause 11 has been completed.

10.4 **Disciplinary Committee**

The Board may, in the By-Laws, delegate any of its powers under this clause 10.1, 10.2 and 10.3 to the Chief Executive Officer or a Disciplinary Committee or panel, in which case all references to the Board shall be regarded as a reference to the person, committee or panel to whom the relevant power has been delegated.

10.5 **Jurisdiction to Hear Matters**

The Association may choose to not accept an appeal or other matter under this clause 11 where it considers it has been properly addressed by a Member Association.

10.6 **Non Application of Clause 10**

This clause 10 will not apply to any incident or matter to which the By-Laws, the Policies, or the Rules apply, and which include a disciplinary procedure. Any disciplinary matter which may be dealt with in accordance with the By-Laws, the Policies or the Rules will be dealt with in accordance with the disciplinary procedure set out in such By-Laws, Policies or Rules.

#### 11. RIGHT OF APPEAL OF DISCIPLINED MEMBER

11.1A Member may appeal to the Association in a General Meeting against a resolution of the Board which is confirmed under clause 10.3, within 7 days after notice of the resolution is served on the Member, by lodging with the Chief Executive Officer a notice to that effect.

11.2Upon receipt of a notice under clause 11.1, the Chief Executive Officer must notify the Board which must call a General Meeting of the Association to be held within 21 days after the date on which the Chief Executive Officer received the notice or as soon as possible after that date.

11.3 Subject to section 50 of the Act, at a General Meeting of the Association convened under clause 11.2:

(a) no business other than the question of the appeal shall be transacted;

(b) the Board and the Member shall be given the opportunity to make representations in relation to the appeal orally or in writing, or both; and

(c) the Members present and entitled to Vote on a resolution of the Association shall vote by secret ballot on the question of whether the resolution made under clause 20.3 should be confirmed or revoked.

11.4 If the meeting passes a resolution in favour of the confirmation of the resolution made under clause 10.3, that resolution is confirmed.

### PART 3 BOARD

#### 12. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Association will be governed, and the powers of the Association will be exercised, by the Board. The Board will act in accordance with the Objects of the Association and will operate for the collective and mutual benefit of the Association, the Members and the sport of volleyball.

#### 13. COMPOSITION OF THE BOARD

13.1 **Board Composition**

The Board shall comprise the following positions:

(a) six (6) Elected Directors elected under clause 14; and

(b) up to two Appointed Directors who will be appointed by the Board in accordance with clause 15.

13.2 The Board may, at its discretion, adopt a By-Law setting a gender quota for representation on the Board, including in response to any government policies. The composition of the Board must comply with any By-Laws setting a quota which have been adopted by the Board.

13.3Membership of the Association is not a prerequisite for nomination or appointment to the Board. A Director is not required to be a Member but must, prior to being elected or appointed as a Director, agree to be bound by the Constitution and the Policies.

**13.4 President and Vice-President**

13.4.1 The positions of President and Vice-President shall be appointed by the Board from amongst the Directors as soon as practicable after each Annual General Meeting. The appointee will hold the position until the conclusion of the next Annual General Meeting following their appointment. A Director may be re-appointed as President or Vice-President.

13.4.2 The Board may also appoint a Director to record the Minutes of Board meetings, instead of the Chief Executive Officer.

#### 14. ELECTION OF ELECTED DIRECTORS

The election of Elected Directors and the appointment of Appointed Directors will be in accordance with the following clauses, the transitional provisions in Schedule 1, and any relevant By-Laws. A Nominations Committee will be established by the Board and will act in accordance with the By-Laws.

14.1 **Qualifications for Elected Directors**

1. Nominees for Elected Director positions on the Board must meet the qualifications as prescribed from time to time by the Board and set out in this Constitution or in By-Laws.
2. Nominees for Elected Director positions on the Board must declare any position they hold in a Member Association Committee. If the nominee is elected they must resign from their position in the Member Association.
3. The following are ineligible to be elected or to be appointed to the Board:
	1. An employee of the Association;
	2. A former Chief Executive Officer of the Association, if a period of three (3) years has not elapsed since serving as Chief Executive Officer; and
	3. A former Elected or Appointed Director of the Association who has served three (3) consecutive terms (a maximum tenure of nine (9) years), if a period of three (3) years has not elapsed since that person served as a Director.
4. Any section of the Incorporation Act that results in a person being considered ineligible.

14.2 **Nominations for Elected Directors**

(a) The Chief Executive Officer shall call for nominations forty-five (45) days before the date of the Annual General Meeting. All Member Associations shall be notified of the call for nominations in writing and posted on the Association’s website..

(b) A notice calling for nominations must include the number and description of positions available as well as details of the necessary requirements and qualifications (if any) applicable to the positions.

(c) Nominations for Elected Director positions must be in writing on the prescribed form, addressing any requirements set out in the notice.

(d) Nominations must be received by the Chief Executive Officer at least twenty-one (21) days prior to the Annual General Meeting.

(e) Nominations for Elected Directors will be reviewed by the Nominations Committee and a report with recommendations will be provided to the Member Associations no later than 48 hours prior to the Annual General Meeting.

14.3 **Election process**

(a) Elections for Elected Directors will be held at an Annual General Meeting where a secret poll will be conducted. Elected Directors will be elected by a simple majority of eligible votes cast by Member Associations in attendance at the Annual General Meeting.

(b) If the number of nominations received for Elected Director positions is equal to the number of vacancies to be filled, a simple majority of eligible votes cast by Member Associations in attendance at the Annual General Meeting is still required for an Elected Director position to be filled.

(c) If insufficient nominations or votes are received for vacant positions, the Board may fill a vacancy in accordance with clause 16.3 .

14.4 **Term of Appointment**

(a) Elected Directors will be elected for a period of three (3) years. An Elected Director’s term of office will expire at the conclusion of the third Annual General Meeting following the date of their election. An Elected Director may serve three (3) consecutive terms ( a maximum tenure of 9 years).

(b) Notwithstanding any other clause of this Constitution, the transitional provisions for First Directors as set out in Schedule 1 to this Constitution, will apply from the first Annual General Meeting following the adoption of this Constitution.

#### 15. APPOINTMENT OF APPOINTED DIRECTORS

15.1 **Appointment of Appointed Directors**

The Board may appoint up to two (2) Appointed Directors to address skill gaps on the Board; upon their appointment each Appointed Director shall have full voting rights.

15.2 **Qualifications for Appointed Directors**

1. The Appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition, but need not have experience in or exposure to volleyball. They do not need to be a Member of the Association.
2. A person who has served as Chief Executive Officer of the Association can not be appointed as an Appointed Director within three (3) years of the end of their period of service.
3. A former Elected or Appointed Director of the Association who has served two (2) consecutive terms (a maximum tenure of six (6) years), is not eligible for appointment until a period of three (3) years has elapsed since that person served as a Director.

15.3 **Term of Appointment**

 Appointed Directors will be appointed for a period of up to three (3) years, which period will commence and conclude at the discretion of the Board. An Appointed Director may serve two (2) consecutive terms (a maximum tenure of six (6) years).

#### 16. VACANCIES OF DIRECTORS

16.1 **Vacancy in the office of a Director**

For this Constitution, the office of a Director becomes vacant if the Director:

(a) dies; or

(b) resigns the office (clause 16.2); or

(c) subject to section 50 of the Incorporation Act, is removed by Resolution of the Members at a General Meeting before the end of the Board member’s term of office expires; or

(d) becomes bankrupt or personally insolvent; or

(e) becomes incapacitated, preventing their ability to undertake Director’s duties; or

(f) is disqualified from office under section 63 or section 63B of the Incorporation Act; or

(g) is subject to a disqualification order under section 63A of the Incorporation Act; or

(h) is absent without the consent of the Board from all meetings held during a four month period or three (3) consecutive meetings.

16.2 **Resignation or Dismissal of Director**

(a)A Director may resign from the Board by providing notice of the resignation to the President or Chief Executive Officer.

(b) The President or Vice-President may resign from their position by notice in writing to the Board.

(c) The President or Vice-President may be removed from their position by resolution of the Board passed by at least majority of the other Directors.

16.3 **Casual Vacancies**

Any Elected Director casual vacancy may be filled by the Board from appropriately qualified persons (including any Appointed Director). A Director appointed to fill a vacancy holds office for a term determined by the Board in each case, being either:

(a) for the remainder of the Director’s term under this Constitution; or

(b) until the next Annual General Meeting.

16.4 **Remaining Directors May Act**

In the event of a casual vacancy or vacancies in the office of a Director, 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 such a quorum in accordance with clause 16.3

#### 17. MEETINGS OF THE BOARD

17.1 **Board to Meet**

The Board shall meet as often as is deemed necessary but at least five (5) times in every calendar year to address the business of the Association, may adjourn and subject to this Constitution, otherwise regulate its meetings as it thinks fit. Meetings of the Board will be held at such time and place as the Board may determine and utilise technology that gives the Board members as a whole a reasonable opportunity to participate in meetings.

17.2 **Chair**

The President shall preside as Chair at all meetings of the Board. If the President is not present, or is unwilling or unable to preside, the Vice President shall preside as Chair for that meeting only. If the Vice President is not present, or is unwilling or unable to preside, the Directors shall choose one of their number to preside as Chair for that meeting only.

17.3 **Decisions of the Board**

(a) Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and all questions so decided shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. The Chief Executive Officer shall not be entitled to vote. The Chair shall have a casting vote where voting is equal.

(b) The Directors may pass a resolution without a meeting being held if all the Directors entitled to vote on the resolution, sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of the document, or electronic documents may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.

17.4 **Meetings using Technology**

A meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:

(a) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously, whether by means of telephone or other electronic means of communication;

(b) 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 and such notice specifies that Directors are not required to be present in person;

(c) in the event that a failure in communications prevents condition (i) from being satisfied by that number of Directors which constitute a quorum, and none of such Directors are present at the place where the meeting is deemed to be held, then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated;

(d) any meeting held where one (1) 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 that at least one of the Directors is there present and if no Director is present , the meeting shall be deemed to be held at the place where the Chair of the meeting is located.

17.5 **Quorum**

At meetings of the Board the number of Directors whose presence (or participation under clause 17.4) is required to constitute a quorum is 50% plus 1 of the number of Directors, but in any case no less than four (4) Directors

17.6 **Notice of Board Meetings**

Unless all Directors agree to hold a meeting at shorter notice, oral or written notice of the meeting of the Board must be given by the Chief Executive Officer to each director seven (7) days before the appointed time for the meeting. The agenda shall be forwarded to each Director not less than three (3) days prior to such meeting.

#### 18. CONFLICTS

18.1 **Director’s Interests**

Whether a Director has a personal material interest or not is to be determined in accordance with section 65 of the Incorporation Act.

18.2 **Conflict of Interest**

A Director shall declare interest in any:

(a) contractual matter;

(b) selection matter;

(c) disciplinary matter; or

(d) other financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, not participate or be present while the matter is being considered and not vote on the matter. In the event of any uncertainty as to whether it is necessary for the Director to be absent from discussion or be able to vote, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter should be adjourned or deferred.

18.3 **Disclosure of Interests**

(a) In accordance with the Incorporation act, if a Director has a material personal interest in a matter being considered by the Board, the Director must disclose the nature and extent of the interest, and the relation of the interest to the activities of the Association, to the Board as soon as the Director becomes aware of it.

(b) If there are insufficient Directors without a material personal interest to form a quorum to vote on a matter, a General Meeting of the Association may be called, and a resolution may be passed to deal with the matter.

18.4 **General Disclosure**

A general notice that a Director is a member of any specified Member Association, company or firm and is to be regarded as interested in all business with that Member Association, firm or company is sufficient declaration under clause 18.3 as regards such Director and the said business. After such general notice, it is not necessary for such Director to give further notice regarding their involvement.

18.5 **Recording Disclosures**

The Chief Executive Officer must maintain a register of declared conflicts of material personal interests.

#### 19. DELEGATIONS BY THE BOARD

19.1 **Board May Delegate Functions.**

(a) The Board and/or Chief Executive Officer may from time to time set up committees to advise them on any of the activities of the Association.

(b) The Board may from time to time appoint committees to consider and report to the Board on any matter referred to it by the Board.

19.2 **Delegation may be Conditional**

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

19.3 **Revocation of Delegation**

The Board may, in writing, revoke wholly or in part any delegation under this clause.

#### 20. PAYMENTS TO DIRECTORS

A Board Director is entitled to be paid out of the funds of the Association for any out-of-pocket expenses for travel and accommodation properly incurred:

(a) in attending a Board or committee meeting; or

(b) in attending a General Meeting; or

(c) otherwise in connection with the Association’s business.

### PART 4 GENERAL MEETINGS OF THE ASSOCIATION

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#### 23. DELEGATES

23.1Each Member Association shall appoint up to two (2) Delegates, one of whom shall be a voting Delegate.

23.2 Each Member Association has one (1) vote at a General Meeting.

23.3 A Delegate must;

(a) be appropriately empowered by the appointing Member Association to consider, make decisions and vote at General Meetings; and

(b) not be a Director of the Association.

23.4 A Delegate is entitled to:

(a) exercise at a General Meeting all the powers which the Member Association which appointed them could exercise if it were a natural person; and

(b) be counted towards a quorum on the basis that the Member Association is to be considered personally present at General Meetings by its Delegates.

#### 24. GENERAL MEETINGS

24.1 General Meetings will be held at such place and time as the Board may determine and utilise any technology that gives the Members in attendance a reasonable opportunity to participate in meetings.

24.2 **Annual General Meeting**

An annual General Meeting of the Association will be held once a year in accordance with the Act and this Constitution on a date and at a venue to be determined by the Board.

24.3 **General Meetings**

(a) The Board may, whenever it thinks fit, convene a General Meeting of the Association. Any General Meeting shall be held in accordance with this Constitution and the Incorporation Act.

(b) Member Associations may in writing to the Chief Executive Officer requisition the holding of a General Meeting. The Directors must call a General Meeting as soon as practicable after receiving that requisition. Such requisition must state the objects of the meeting and must be signed by 50 percent or more of the Member Associations.

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#### 25. NOTICE OF GENERAL MEETINGS

25.1Notice of every General Meeting shall be given to Member Associations (being the only voting Members of Association) and all Directors and Life Members in writing. Notice will be published on the Association’s website for the benefit of all other Members. No other person shall be entitled as of right to receive notices of General Meetings.

25.2 Notice of General Meetings including notice of intention to propose a special resolution shall be given to the Chief Executive Officer at least 28 days before the date fixed for a General Meeting, and shall specify the date, time and location of the General Meeting.

25.3 The agenda for the General Meeting stating the business to be transacted at the General Meeting shall be given at least fourteen (14) days prior to the General Meeting, together with any Notice of Motion received from Member Associations in accordance with clause 28.

25.4 Observers are permitted to attend any General Meeting as approved by the Board.

25.5 Notice of General Meetings to Member Associations (being the only voting Members of the Association) and all Directors and Life Members given in accordance with clause 25.1 will be given by:

1. email to a nominated email address; or
2. Any other means deemed appropriate by the Board.

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#### 26. ENTITLEMENT TO ATTEND A GENERAL MEETING

No Delegate of a Member Association shall be represented, take part in or be entitled to vote at any General Meeting of the Association unless all money due and payable to the Association are paid. This rule does not apply where the monies are alleged due and payable are the subject of a legitimate dispute or investigation.

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#### 27. BUSINESS

27.1 **Business at Annual General Meetings**

The business to be transacted at the annual General Meeting includes:

(a) confirming the minutes of the last preceding Annual General Meeting;

(b) any business set out in a Notice of Motion submitted in accordance with clause 28;

(c) consideration of financial reports;

(d) consideration of the annual report of the Board;

(e) election of Directors in accordance with clause 14;

(f) appointing Life Members; and

(g) any other matter considered relevant by the Board.

27.2 **Business Transacted**

In the case of the annual General Meeting and a General Meeting, no business or general business other than that stated on the annual General Meeting or General Meeting notice shall be transacted at that Meeting.

#### 28. NOTICE OF MOTION

Any Member Association may submit a notice of a resolution in writing that they propose to move at a General Meeting in accordance with the Incorporation Act (**“Notice of Motion”**). Any Notice of Motion for inclusion as business at a General Meeting must be submitted in writing, seconded by any other Member to the Chief Executive Officer not less than 28 days prior to the date of the General Meeting.

#### 29. PROCEEDINGS AT GENERAL MEETINGS

29.1 **Quorum**

No business can be transacted at any General Meeting unless a quorum of the delegates from 50% or more Membership Associations is present at the time when the meeting proceeds to business.

29.2 **Chair to Preside**

(a) The Chair at all General Meetings shall be the President of the Board. If the Chair is not present, or is unwilling or unable to preside, then the Vice President shall preside as chair (and have the rights of the Chair) for that General Meeting only. If the President and Vice President are not present, the Members present shall elect a chairperson for that General Meeting only.

(b) The Chair of a General Meeting:

(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 is in their opinion 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 Act, terminate discussion or debate on any matter whenever they consider it necessary or desirable for the proper conduct of the meeting.

(c) A decision by the Chair under this clause 29.2 is final.

29.3 **Cancellation and Adjournment of General Meetings**

(a) If within 30 minutes from the time appointed for the General Meeting a quorum is not present, the General Meeting must be adjourned to such other day and at such other time and place as the Chair of that General Meeting may determine. If at the adjourned General Meeting a quorum is not present within 30 minutes from the time appointed for the rescheduled General Meeting, then the General Meeting will lapse.

(b) The Chair may, with the consent of the Delegates, adjourn any General Meeting at which a quorum is present, and will, if so directed by the General Meeting, adjourn the General Meeting from time to time and from place to place but no business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place.

(c) Where a General Meeting is adjourned for 30 days or more, notice of the adjourned General Meeting shall be given as in the case of an original General Meeting.

(d) Except as provided in clause 29.3(c) it will not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned General Meeting.

(e) The Board may cancel or adjourn a General Meeting, but this power does not extend to General Meetings requisitioned by the Members.

#### 30. VOTING AT GENERAL MEETINGS OF THE ASSOCIATION

30.1 **Voting Procedure**

A resolution put to the vote of the General Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands)demanded;

(a) by the Chair; or

(b) by any Delegate.

30.2 **Chair has a Casting Vote**

Where a vote at a General Meeting is tied, the Chair may exercise a casting vote. In the case of a tied vote on the election of an Elected Director, the Chair will exercise a casting vote, but will be guided on that vote by the recommendations of the Nominations Committee.

30.3 **Recording of Determination**

Unless a poll is demanded under clause 30.1, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost; and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against the resolution.

30.4 **Where Poll Demanded**

If a poll is duly demanded under clause 30.1, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chair directs and the result of the poll shall be the resolution of the General Meeting at which the poll was demanded.

30.5 **Resolutions at Meetings**

Except where a special resolution is required, all questions at General Meetings shall be determined by the majority of votes, if a vote on a resolution is tied then the resolution is lost. A special resolution requires at least 75% of the votes of those Members present and entitled to vote.

30.6 **No appointment of Proxies**

No voting by proxy is permitted at a General Meeting.

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### PART 5 MISCELLANEOUS

#### 31. CHIEF EXECUTIVE OFFICER

31.1 **Appointment of Chief Executive Officer**

A Chief Executive Officer shall be appointed by the Board, for such term and on such conditions as the Board thinks fit. The Chief Executive Officer, shall be entitled to notice of, attend and participate in debate at, all meetings of the Board, but shall have no entitlement to vote.

31.2 The Chief Executive Officer shall:

(a) be responsible for the day to day management of the Association subject to the supervision of the Board of Directors;

(b) as far as practicable attend all Board meetings and General Meetings;

(c) where requested by the Board, prepare the notice of and agenda for all Board meetings and all General Meetings;

(d) ensure that minutes of the proceedings of all Board meetings and General Meetings are recorded and prepared; and

(e) make recommendations and report to the Board and ensure that all directions and decisions of the Board are carried out effectively, efficiently and in a timely manner;

(f) regularly report on the activities of and issues relating to the Association

31.3 **Broad Power to Manage**

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

31.4 **Chief Executive Officer May Employ**

The Chief Executive Officer, in consultation with the Board, may employ such office personnel as are deemed necessary from time to time. Such appointments will be for such period and on such conditions as the Chief Executive Officer and the Board determine.

31.5 **Public Officer of the Association**

The Chief Executive Officer shall be an ex-officio member of the Board and act as the Public Officer of the Association for the purposes of the Act.

#### 32. FINANCE AND RECORDS

32.1 **Source of Funds**

Subject to section 114 of the Incorporation Act and solely for furthering the Objects of the Association, the funds for the Association will be derived from fees, levies, annual subscriptions, grants, sponsorship, donations, income from investments, and subject to any resolution passed by the Board, and subject to section 14 of the Incorporation Act, such other resources as the Board determines or a General Meeting determines.

32.2 **Financial Year**

The Financial Year of the Association for accounting purposes shall commence on the 1st day of January each year and end on the 31st day of December in that same year.

32.3 **Association to keep Records**

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

32.4 **Custody of Records kept in Accordance with Act**

1. Proper accounting and other records will be kept in accordance with the Incorporation Act and generally accepted accounting principles.
2. The records, books and other documents of the Association shall remain in the care and control (or custody) of the Chief Executive Officer.

32.5 **The Association to Retain Records**

The Association shall retain such historical records as it sees fit. Financial records will be retained for not less than seven (7) years after the completion of the transactions or operations to which they relate.

32.6 **Execution of Documents**

1. All financial instruments of the Association shall be signed by the Chief Executive Officer in accordance with any approvals given by the Board.
2. Unless otherwise specified by the Board from time to time all deeds or documents requiring execution by the Association will be signed for and on behalf of the Association by two (2) Directors of the Board or by the Chief Executive Officer and one (1) Director for the time being. Any minute of a meeting signed by the Chair purporting to grant such right of execution shall be receivable as *prima facie* evidence of such authority.

32.8 **Board to Submit Accounts**

The Board will submit to the annual General Meeting the accounts of the Association for the Financial Year in accordance with this Constitution and the Incorporation Act.

32.9 **Inspection of Books and Access to Documents**

(a) If requested by a Member, the Board must permit such member to inspect:

(i) this Constitution;

(ii) the minutes of each General Meeting;

(iii) the audited financial reports;

(iv) the annual reports;

(v) a summary of the minutes of a meeting of the Board; and

(vi) a copy of the dees of any trust relevant to the Association.

(b) Subject to any contrary direction of the Board as to extent, time, place or conditions, be open to inspection at the Volleyball ACT registered office, by a Member of the Association during office hours.

(c) Subject to the Incorporation Act, no member is entitled to inspect the Associations’ financial records, accounts, books, securities, Board minutes or other records held by the Association.

(d) Prior to making any documents available to a Member, the Board may, at its discretion, require the Member to state the purpose for requiring a copy of any of the documents in clause 32.9(a).

(e) In accordance with the Incorporation Act, the Board may refuse access to a document in clause 32.9(a) if satisfied that allowing access would be prejudicial to the interests of the Association.

(f) The Board may make policies in accordance with clause 38 which specifies:

(i) the process a Member must follow to request a document;

(ii) the fee payable by a Member to obtain each copy of a document; and

(iii) the circumstances in which access to a document will be allowed or restricted.

#### 33. COMMON SEAL

33.1 The seal of the Association shall be in the form of a rubber stamp, inscribed with the name of the Association encircling the word 'Seal'.

33.2 The seal of the Association shall not be affixed to any instrument except by the authority of the Board and the affixing thereof shall be attested by the signatures of two members of the Board or such other persons as the Board may appoint for the purpose and that attestation is sufficient for all purposes

that the seal was affixed by authority of Board.

33.3The seal shall remain in the custody of the Chief Executive Officer.

#### 34. SERVICE OF NOTICE

For this Constitution, the Association may serve notice on a Member by sending it to the Member at the Member’s postal or email address as nominated, or by any other means deemed appropriate by the Board.

#### 35. AUDITOR

The Auditor must be a person eligible or required under the Incorporation Act to audit the accounts of the Association. The Auditor will be appointed by the CEO and the remuneration of the Auditor approved by the Board.

The accounts of the Association including the profit and loss accounts and balance sheet shall be examined by the auditor or auditors at least once every year.

Review/assessment of auditors will occur every three (3) years as a quality assurance measure.

#### 36. INCOME AND PROPERTY

36.1 The income and property of the Association will be applied solely towards the promotion of the Objects of the Association.

36.2 No portion of the income or property of the Association will be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.

36.3 No remuneration or other benefit in money or money’s worth will be paid or given by the Association to any Member in their capacity as a Director unless such remuneration or benefit is authorised by Special Resolution of the Association in General Meeting.

36.4 Nothing contained in clauses 36.2 and 36.3 will prevent payment in good faith to any Member:

(a) for any services actually rendered to the Association as an employee or otherwise;

(b) for goods supplied to the Association in the ordinary and usual course of business;

(c) of interest on money borrowed from any Member;

(d) of rent of premises demised or let by any Member to the Association;

(e) for any out-of-pocket expenses incurred by any Member on behalf of, and approved by, the Board; or

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

#### 37. MEMBERS’ LIABILITY

37.1 The liability of a Member to contribute towards the payment of debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the Member in respect of that Member’s Membership fees.

#### 38. BY-LAWS AND POLICIES

38.1 **The Board to formulate By-Laws and Policies**

The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such By-Laws, Policies, procedures and regulations (collectively, “By-Laws”) for the proper advancement, management and administration of the Association and the advancement of the Objects as it thinks necessary or desirable. Such By-Laws and Policies must be consistent with this Constitution, Charter and the Act and to the extent of any inconsistency, the Constitution and the Act shall prevail.

38.2 **By-Laws and Policies Binding**

All By-Laws and Policies made under this clause are binding on the Association and its Members.

38.3 **Notices binding on members**

Amendments, alterations, interpretations or other changes to By-Laws and Policies will be advised to Members by means of notices approved by the Board and prepared and issued by the Chief Executive Officer, to be placed on the Association’s website. Member Associations are obliged to draw such notices to the attention of their respective members. Notices are binding on all members

#### 39. ALTERATION TO THE CONSTITUTION

39.1 No addition, alteration or amendment can be made to this Constitution unless:

(a) approved by a Special Resolution of the Association in General Meeting; and

(b) the requirements of the Act for such addition, alteration or amendment have been satisfied.

#### 40. INDEMNITY

40.1 **Directors to be Indemnified**

Every Director, auditor, employee or agent of the Association will be indemnified out of the property or assets of the Association against any liability:

40.1.1 incurred by that person in their capacity as Director, auditor, employee or agent where the liability does not arise out of a lack of good faith;

40.1.2 for the costs and expenses incurred by any such person:

(a) in defending any proceedings whether civil or criminal, in which judgement is given in their favour or in which they are acquitted; or

(b) in connection with any application in relation to any such proceedings in which relief is, granted them by the court.

40.2 **The Association to Indemnify Directors**

The Association will indemnify its Directors and employees, including its Chief Executive Officer, against all damages and costs (including legal costs) for which any Director, Chief Executive Officer or employee may be or become liable to any third party in consequence or any act or omission except wilful misconduct:

(a) in the case of a Director or Chief Executive Officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Board of the Association; and

(b) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.

#### 41. INSURANCE

41.1 This clause applies to:

(a) each person who is or has been a Director or Chief Executive Officer of the Association; and

(b) to such other officers or former officers of the Association as the Board in each case determines.

41.2 The Association may, to the extent permitted by law:

(a) purchase and maintain insurance, or alternatively pay or agree to pay a premium for insurance; and

(b) indemnify any person to whom this clause applies;

against any liability incurred by that person as Director, Chief Executive Officer or Member of the Association including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever the outcome.

#### 42. WINDING UP

42.1The Association may be wound up, deregistered or dissolved in line with the provisions of the Act.

42.2 If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any surplus assets or property, the same must not be paid to or distributed amongst the Members but must be paid to, or distributed to, an organisation or organisations, whether incorporated or unincorporated, having objects similar to the Objects and which prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Association in this Constitution.

42.3 The organisation referred to in clause 28.2 above is to be determined by the Members at or before the time of winding up, and if no such determination is made, by such judge of the Supreme Court of the Australian Capital Territory as may have or acquire jurisdiction for the matter.

### SCHEDULE 1

#### 1. Transitional Provisions

1.1 “First Directors” means the persons referred to in clause 1.3 of this Schedule who will take office pursuant to their appointment to the Board.

1.2 Notwithstanding the maximum terms for Directors in clause 14.4:

(a) at the first Annual General Meeting following the adoption of this Constitution, one (1) of the First Directors will retire from office (and in the absence of an agreement as to who will retire, this will be determined by lot from the First Directors) and an election will be held to elect one (1) Elected Director to fill a vacant Director Position (Elected Director) to the Board. The election of two (2) Directors will be carried out in accordance with clause 14. The retiring First Director will, subject to the requirement of this Constitution, be eligible for re-election/appointment;

(b) at the second Annual General Meeting following the adoption of this Constitution, one (1) of the First Directors will retire from office (and in the absence of an agreement as to who will retire, this will be determined by lot from the First Directors) and an election will be held to elect one (1) Elected Director and a second NEW position of Director (Elected Director #6) to the Board. The election of one (1) Director and the appointment of one (1) New Director will be carried out in accordance with clause 14. The retiring First Director will, subject to the requirement of this Constitution, be eligible for re-election/appointment; and

(c) at the third Annual General Meeting following the adoption of this Constitution, the two (2) remaining First Directors will retire from office and an election will be held to elect two (2) Elected Directors to the Board. The election of two (2) Directors will be carried out in accordance with clause 14. Those retiring First Directors will, subject to the requirement of this Constitution, be eligible for re-election/appointment.

1.3 The First Directors will be the Directors of the Board of the Association as at the date of this Constitution and are as follows:

(a) Carmen Tregeagle;

(b) Tessa Barbour;

(c) Andre Borgeaud; and

(d) Max Arthur.

1.4 These Transitional Provisions will cease to have effect on the expiry of the term of office for the last remaining First Director.