

CONSTITUTION OF HOCKEY NEW SOUTH WALES LIMITED

<i>Document Number:</i>	CP105
<i>Approved By:</i>	ASSOCIATION MEMBERS
<i>Issue Date:</i>	APRIL 2003
<i>Last Revision Date:</i>	APRIL 2020
<i>Current Revision Date</i>	OCTOBER 2020

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Corporations Act 2001

Company Limited by Guarantee

CONSTITUTION

of

HOCKEY NEW SOUTH WALES LIMITED

1. Definitions

In this Constitution unless the context requires otherwise:

“Act” means the *Corporations Act 2001* (Cth).

“Appeals Committee” means the committee of three persons who are not Directors, appointed to that Committee by the Board under Clause 28.

“Appointed Director” means a Director appointed or reappointed as an appointed director in accordance with clause 27.3.

“Association Member” means an Incorporated Body who has been accepted by the Board as an Association Member of the Company.

“Board” means the Board of Directors referred to in clause 27.1.

“Business Day” means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

“Casual Vacancy” means where an Elected Director position becomes vacant before the end of the term.

“Chair” means the person appointed to chair General Meetings and Board meetings in accordance with clause 24.

“Chief Executive Officer” means the person appointed by the Board to carry out such duties as the Board determines.

“Club” means any incorporated or unincorporated body which is registered with an Association Member.

“Company” means Hockey New South Wales Limited.

“Company Secretary” means the Company Secretary appointed by the Board.

“Constitution” means this Constitution of the Company and all supplementary substituted or amending clauses for the time being in force.

“Corporation” means any body corporate, whether formed or registered within or outside New South Wales.

"Delegate" means the person appointed from among the individual members of an Association Member to represent it at a General Meeting.

"Director" means a member of the Board and includes an Elected Director and an Appointed Director.

"Elected Directors" means a Director elected as an elected director in accordance with clause 27.2.

"FIH" means Federation Internationale de Hockey.

"Financial Year" means the year commencing on 1 January in each year and ending on 31 December in the same year.

"General Meeting" means a meeting of the Members convened in accordance with this Constitution.

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

"Hockey Australia" means Hockey Australia Limited, a company incorporated and limited by guarantee under the Act and recognised by FIH as the controlling body for Hockey in Australia.

"Incorporated Bodies" means any legal entity incorporated under the provisions of the following laws:

- (a) the Act;
- (b) Associations Incorporated Act 1984; or
- (c) Associations Incorporation Act 2009.

"Individual Member" means any person who is a member of an Association Member and who otherwise complies with the provisions of clause 12.3 or that, in certain situations as determined by the Board from time to time, has registered directly with the Company.

"Life Member" means a person admitted to Life Membership of the Company in accordance with the provisions of clause 13.

"Member" means a Member of Hockey New South Wales referred to in clause 12.

"Member's Constitution" means the constitution, or any other overriding governing document of an Association Member.

"Objects" means the Objects of the Company as set out in clause 6.

"Officer" means "Officer" as defined in the Act.

"Official Position" means a position of employment, or a position, whether elected or appointed, as president, vice president, chair, deputy chair, secretary, public officer, treasurer, director or equivalent.

"Ordinary resolution" means a resolution that can be passed by a simple majority vote.

"President" means the person appointed in accordance with clause 27 and who is entitled to chair both General Meetings and Board meetings.

"Privacy Laws" means the Privacy Act 1988 (Cth), any regulations from time to time made under that act including without limitation the Privacy Regulation 2013 (Cth), and the Australian Privacy Principles.

"Quorum" means the minimum number of eligible participants that must be in attendance for a meeting to be properly convened.

"Register of Members" means the register of members kept under section 169 of the Act.

"Registered Office" means the registered office of the Company at such place in New South Wales as the Board may determine from time to time.

"Regulations" means such regulations as the Board adopts from time to time.

"Required Provisions" means those provisions which are set out in the Schedule to this Constitution.

"Rules" means the rules of the game of Hockey defined by FIH and adopted by Hockey Australia.

"Seal" means the common seal of the Company.

"Special Resolution" means special resolution as defined in the Act.

"Vice President" means the person elected annually in accordance with clause 27 and who is entitled to chair General Meetings and Board meetings if the President does not chair such meetings.

2. **Interpretation**

2.1 In this Constitution, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Constitution;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Constitution;
- (d) where any word or phrase is given a definite meaning in this Constitution, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (f) a reference to a statute, statutory provision, regulation or regulatory provision includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (h) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
- (i) a reference to a body, whether statutory or not;
 - (A) which ceases to exist; or
 - (B) whose powers or functions are transferred to another body;
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and

- (j) "Written" or "In Writing" includes printing, lithography, typing, writing or other modes of representing or reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

3. Name

The name of the Company is Hockey New South Wales Limited.

4. Registered Office

The Registered Office of the Company shall be at the Sydney Olympic Park International Hockey Stadium in New South Wales or at such other place in New South Wales as the Board may from time to time determine.

5. Priority, validity and inconsistency between the Constitution and the Act

- 5.1 Notwithstanding anything contained within this Constitution, in the event that there is any inconsistency between this Constitution and the Act, the provisions of the Act shall prevail to the extent of any inconsistency.
- 5.2 If at any time the provisions of this Constitution are or become illegal, invalid or unenforceable in any respect under the Act, this does not affect or impair the legality, validity or enforceability of any other provision of this Constitution subject to clause 5.1.

6. Objects of the Company

The Objects for which the Company is established are to:

- (a) Administer, conduct and manage the game of Hockey in New South Wales;
- (b) Promote and develop the game of Hockey in New South Wales with a view to increasing the number of Hockey players in the State of New South Wales;
- (c) Organise and administer State and other championships where Association Members are involved;
- (d) Maintain membership with and support Hockey Australia and recognise the Hockey Australia Constitution adopted by member States as amended from time to time;
- (e) Establish and maintain financial security by seeking and obtaining funds from all sources, private, government and institutional and from Members through levies, affiliation fees and such other means as the Company sees fit;
- (f) Invest and deal with the money of the Company in such a manner as may from time to time be thought fit, provided any investment and dealing is permitted by law;
- (g) Undertake all of the Objects by employing and adopting appropriate, proper and good governance practices at all times for the benefit of its Members;
- (h) Manage all funds and finances by adopting sound and transparent financial management and auditing practices at all times;
- (i) Be fully accountable to, effectively communicate with and provide all necessary information to the Members at all reasonable times; and
- (j) Undertake all such actions and activities necessary and develop policies incidental and conducive to the advancement of all of these Objects.

7. Powers of the Company

Only for the purposes of carrying out and meeting the Objects referred to in clause 6, the Company in addition to any other powers that it has under the Act, has the legal capacity of an individual and the consequential powers conferred by section 124 of the Act.

8. Application of Income

The income and property of the Company wheresoever derived shall be applied for the purpose of promoting the Objects.

No portion of the income or property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit or salary to a Director or Member provided nothing in this clause 8 shall prevent the following payments being made:

- (a) any reasonable and proper remuneration to any employee of the Company in return for any services actually rendered to the Company;
- (b) the payment of interest at the commercial rate for the time being charged by bankers in Sydney on overdraft accounts for similar amounts on monies lent;
- (c) reasonable and proper rent for premises let or licensed by any person or entity to the Company;
- (d) the reimbursement to any person or entity of out-of-pocket expenses;
- (e) any payment to any Director or Member pursuant to an agreement or contract entered into between the Company and the Director or Member, provided that the following procedure is followed:
 - (i) any payment is made in good faith;
 - (ii) in the case of payments that will be made to any Director or Member of the Company and before any payment is made, the following procedure is adopted:
 - (A) notice of the proposed arrangement or contract is given to all Association Members;
 - (B) any potential or actual conflict of interest is declared in writing to the Company;
 - (C) the payment is subject to a formal vote of Association Members in accordance with the voting procedures under this Constitution;
 - (D) any person or entity who has an interest in the contract or arrangement is absent from the meeting during the vote;
 - (E) the resolution consenting to the arrangement is carried by a majority of Association Members; and
 - (F) the Company keeps a full written record of the resolution.

9. Distribution of Property on Winding Up

If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by this Constitution.

The institution or institutions are to be determined by an Ordinary resolution of Members at a Special General Meeting at or prior to the time of dissolution, and in default thereof by application to a Court of competent jurisdiction made by any Member or Director, and in the

event that any such Court does not exercise such jurisdiction, then such charitable organisation as the Members by Ordinary resolution in meeting determine.

10. Liability of Members

The liability of the Members is limited in accordance with clause 11.

11. Members' Contributions

Every Member of the Company undertakes to contribute to the assets of the Company in the event of it being wound up while a Member or within one year after ceasing to be a member, in order to pay debts or liabilities of the Company, for the costs, charges and expenses of winding up the Company and for the adjustments of the rights of the contributories among themselves such amount as may be required not exceeding one dollar (\$1.00).

12. Membership

12.1 The number of Members that the Company proposes to register is unlimited.

12.2 Membership of the Company shall be divided into the following categories:

- (a) Association Members;
- (b) Life Members;
- (c) Individual Members; and
- (d) Such other categories as may be created from time to time by the Board

("the Members").

12.3 No Association Member, Club or Individual Member shall be a member of, or affiliated to, any other hockey organisation without the prior written approval of the Chief Executive Officer.

12.4 Association Member

- (a) An Association Member must:
 - (i) at all times, be an Incorporated Body;
 - (ii) at all times, have in its constitution the Required Provisions (or provisions substantially in the form of the Required Provisions and acceptable to the Board);
 - (iii) when requested by the Company, promptly deliver to the Company a certified copy of the Association Member's constitution containing the Required Provisions and written confirmation that those provisions have been inserted in its constitution.
- (b) The Association Member must, upon becoming aware of any non-compliance with any of the provisions of Clause 12.4(a), immediately notify the Company in writing of any such non-compliance.

12.5 Without in any way limiting Clause 17 if, in respect of an Association Member, there is non-compliance with any of the provisions in clause 12.4, the Association Member shall not be entitled to exercise its voting rights until such non-compliance has been rectified.

12.6 Individual Members

- (a) An Individual Member shall not be entitled to vote at any General Meeting unless they are also the duly appointed Delegate of an Association Member but shall be entitled to such other privileges as the Board may determine from time to time.
- (b) An Individual Member shall be required to pay an annual membership fee as determined by the Board from time to time.

13. Admission and Eligibility of Members

13.1 The Board may in their absolute discretion admit as a Member any Corporation, Incorporated Body or person who satisfies such criteria for admission as the Board determines from time to time.

13.2 The provisions of this Constitution relating to membership of the Company shall apply to the extent that it is relevant, and applies to such of the categories of Members in clause 12.2.

13.3 For Life Membership:

- (a) Any person may be elected as a Life Member in recognition of not less than ten (10) years outstanding service to the Company or Hockey in New South Wales.
- (b) A candidate for an election as a Life Member must be nominated by two Association Members to the Company Secretary at least forty two (42) days before a General Meeting at which such nominations are to be considered.
- (c) The Board reserves the right to elect in their absolute discretion a Life Member in special or exceptional circumstances.
- (d) The Board shall verify the validity of each nomination in writing prior to the General Meeting.
- (e) At least 66% of Members present and voting at the General Meeting must vote in favour of electing a Life Member for a person to become such a Member.
- (f) No Life Member shall be entitled to vote at any General Meeting unless they are a duly appointed Delegate of a Member but shall be entitled to such other rights and privileges that the Board in their absolute discretion determines from time to time.
- (g) There are no membership fees for the Life Member category.

14. Application and Records of Membership

14.1 Any application to become a Member shall be made in writing, signed by or on behalf of the applicant and state the category of membership sought and in such form as the Board may from time to time prescribe. Each application to become a Member shall be considered by the Board at such time and in such a manner as they see fit. The Board shall determine to accept or reject the application. The Board may reject any application without giving any reason.

14.2 The Board shall cause to be kept a Register of Members which shall record the information required by the Act. The Register of Members in accordance with the Act may be maintained within an externally managed database but must be accessible at all times from the Registered Office. The keeping of the register must comply with the Privacy Laws.

14.3 The Company must make the register available for inspection by Members at the Registered Office during normal business hours.

- 14.4 (a) If the Board accepts any application to become a Member they shall, within a reasonable time, send notice of acceptance to the applicant which would include such terms and conditions as the Board from time to time may prescribe as a condition of membership.
- (b) Within 28 days of receiving notice of acceptance from the Board, a member shall pay the Company such admission fee as the Board determines from time to time.

15. Membership Fees

- 15.1 Members shall pay any membership fees in such a manner and within such time as the Board in its absolute discretion determines from time to time.
- 15.2 In addition, where the Company requires further funds for its operation, then the Board may determine to impose levies on the Members which will also be paid in such a manner and within such time as the Board determines.
- 15.3 In the event that any Member has not paid and the Company has not received payment of any membership fees or levies imposed by the Company in any particular year, then that Member shall not have the benefit of any rights or privileges associated with membership of the Company including the right to vote at any meeting of the Company whatsoever unless approved in writing by the Board.

16. Effect of Membership

Each Member acknowledges and agrees that:

- (a) The Constitution creates contractual relationships between the following:
- (i) the Company and each Member;
 - (ii) the Company and a Member and each other Member.

Accordingly all Members and the Company are bound by the Constitution and the Regulations.

- (b) They shall comply with and observe the Constitution, the Regulations, the Rules and any determination or resolution which may be made or passed by the Company or by the Board.
- (c) The Constitution is made to pursue the Objects set out in clause 6.
- (d) The Constitution and the Regulations are necessary and reasonable for promoting the Objects.
- (e) They are entitled to all benefits, advantages, privileges and services of being a Member, provided that they comply with this Constitution, the Regulations and pay the fees referred to in clause 15.

17. Suspension or Termination of Membership

If any Member, either:

- (a) breaches any of the provisions of this Constitution or the Regulations;
- (b) does not pay the membership fees due and owing where such membership fees remain unpaid for a period of at least two (2) calendar months;
- (c) wilfully refuses or neglects to comply with the provisions of the Constitution or the Regulations; or
- (d) is guilty of any conduct which in the opinion of the Board is such that would adversely affect the interests of the Company;

then in any such case the Board may either suspend or terminate the membership of the Member provided the following procedure is followed:

- (i) the Board must give at least 7 days' notice of a Board meeting at which a resolution to suspend or terminate membership of the Member is to be put and which shall state the general nature of the allegations and the intended resolution;
- (ii) the Member must have an opportunity of giving any explanation or defence that the Member wishes to raise in answer to the allegations and the proposed intended resolution at such meeting before such resolution for suspension or termination is passed;
- (iii) in the event that a resolution suspending or terminating the membership of the Member is passed, then the Member shall have a right to appeal to the Appeals Committee in accordance with clause 41 of the Constitution provided the procedure in that clause is followed.

18. Cessation of Membership

Any membership of the Company automatically ceases if the following occurs:

- (a) if the Member resigns and provides notice in writing to the Company Secretary;
- (b) if membership is terminated pursuant to clause 17, subject to the right of appeal referred to in clause 17(iii);
- (c) in the case of an individual, if:
 - (i) the Member dies;
 - (ii) the Member becomes of unsound mind; or
 - (iii) the Member's estate is dealt with under the relevant laws relating to mental health;
- (d) in the case of an entity, if:
 - (i) a liquidator is appointed to wind up the Member; or
 - (ii) an order is made by a Court to wind up the Member.

19. Continuing Rights and Obligations

Notwithstanding termination or suspension of membership of any Member, all other obligations of such Member shall not be prejudiced, varied or affected including any obligation of the Member to pay any fees or levies referred to in clause 15.

20. Members Meetings

- 20.1 An Annual General Meeting shall be held in accordance with the Act. All meetings other than the Annual General Meeting shall be called Special General Meetings.
- 20.2 The Company Secretary shall convene a Special General Meeting upon a written request signed by Members with at least 5% of the total number of votes under the Constitution.
- 20.3 Participation in a General Meeting via technology may be permitted. The technology to be used shall be determined by the Board, but must give all persons attending the meeting a reasonable opportunity to participate in the meeting. The meeting shall be regulated to facilitate attendance via technology in such manner as the Board determines.
- 20.4 A General Meeting held solely by technology is treated as held at the Registered Office of the Company.

- 20.5 The representative of an Association Member, whether a Delegate or a proxy, shall be considered present at a General Meeting for the purposes of establishing a quorum and for voting, whether physically in attendance at the relevant venue, or if attending via technology.

21. Proceedings at General Meetings

21.1 Annual General Meetings

- (a) The Annual General Meeting shall be held no later than the end of the fourth month following the end of the financial year.
- (b) All Association Members that wish to vote must:
 - (i) have their representative, whether a Delegate or a proxy:
 - attend the meeting at the place and venue determined by the Board;
 - attend using technology as determined by the Board; or
 - (ii) submit an absentee vote in accordance with Clause 26.9
- (c) The business to be conducted at the Annual General Meeting shall be as follows:
 - (i) confirm minutes of the previous meeting;
 - (ii) elect Directors in accordance with clause 27.2 of this Constitution;
 - (iii) confirm the appointment of the external auditor where a new auditor has been appointed by the Board since the last Annual General Meeting;
 - (iv) receive a presentation on the Company's activities, finances and strategy;
 - (v) receive and consider the financial report of the previous financial year, including the Directors' report, the financial statements, and the Auditor's report;
 - (vi) consider any special business;
 - (vii) confer any Life Memberships.

21.2 Special General Meetings

- (a) Special General Meetings shall be held provided that compliance has been made with the notice provisions contained within clause 22.
- (b) All Association Members that wish to vote must:
 - (i) have their representative, whether a Delegate or a proxy:
 - attend the meeting at the place and venue determined by the Board;
 - attend using technology as determined by the Board; or
 - (ii) submit an absentee vote in accordance with Clause 26.9
- (c) The business to be conducted at a Special General Meeting shall be to:
 - (i) confirm minutes of the previous meeting; and
 - (ii) consider any special business.

22. Notice of Meetings

- (a) At least 60 days prior to the proposed date of an Annual General Meeting, the Company Secretary shall distribute to all Members, in writing, a preliminary notice of the upcoming meeting. This preliminary notice shall advise of the planned date, place and time of the meeting, and shall also invite Association Members to submit:
 - (i) business they would like brought before the Annual General Meeting using a Notice of Motions.
 - (ii) nominations for the Elected Director positions.
 - (iii) proposed nominations for Life Members using a Life Membership Nomination form.

- (b) Notice of a General Meeting shall be given at least 21 days prior to the General Meeting (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given).
- (c) The notice shall specify not only the place, date and time for the meeting but shall:
 - (i) set out the general nature of the meeting's business;
 - (ii) include a list of all nominations received for Elected Director positions in alphabetical order
 - (iii) if a Special Resolution is proposed - set out an intention to propose the resolution and state it;
 - (iv) if a Member is entitled to appoint a proxy - contain a statement as set out in section 249L of the Act;
 - (v) If the meeting is to be held using technology, provide sufficient information about the technology that will be used to so as to enable an Association Member to properly prepare for attendance via that technology.
 all in a clear, concise and effective manner.
- (d) The notice of any meeting shall be given to all Members entitled to receive such notice and in accordance with section 249J of the Act.
- (e) The accidental omission to give notice of any meeting to or the non-receipt of any notice by any Member shall not invalidate the meeting or any resolutions passed at that meeting.
- (f) A notice may be given by the Company to any Member either personally or by sending it by post to it at its registered address or to the address, if any, within Australia supplied by it to the Company for the giving of notices to it. Alternatively the notice may be sent electronically. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting on the second day after the date of its posting.
- (g) An Association Member desiring to bring business before a meeting shall give at least forty two (42) days' notice of that business in writing to the Company Secretary and such business shall be called special business and shall be included in the agenda of the next meeting after receipt of the notice.
- (h) Special business may also include matters that the Board has determined to include on the agenda.

22A. Quorum of Members

- 22A.1 No business shall be undertaken or transacted at any General Meeting unless a Quorum of Association Members is present at the time when the meeting commences its business. For a General Meeting, a Quorum shall be 50% plus one of the total number of Association Members entitled to vote.
- 22A.2 If within half an hour from the time appointed for the meeting a Quorum is not present then the meeting shall be:
 - (a) Dissolved, if it was a Special General Meeting called by the Board on a request of Association Members, or called by Association Members; and
 - (b) Adjourned, in any other case, to such other day and at such other time and place as the chair may determine.
- 22A.3 To be clear, attendance at a General Meeting by Delegate, proxy, whether via physical attendance or via technology, or by submission of an Absentee vote, shall all count as attendance for the purposes of establishing a quorum.

23. Appointment of a Delegate

In order for an Association Member to be represented at a General Meeting in which the Member is entitled to attend and vote, the following shall apply:

- (a) the Association Member must appoint a natural person as its Delegate;
- (b) the Delegate must be a member of the Association Member who appoints that Delegate;
- (c) upon making the appointment, such appointment must be confirmed in writing, signed by the Delegate, witnessed by two officers of the Association Member with a written endorsement confirming that the Delegate accepts the appointment and agrees to be bound by the Constitution and the Regulations;
- (d) the Association Member must be a financial member of the Company;
- (e) following the appointment, the written notice of such appointment must be lodged with the Company Secretary in such manner as may be prescribed from time to time by the Board, provided the notice is received at least 7 days prior to the meeting;
- (f) if an Association Member wishes to change its Delegate at any time, it may do so provided that written notice of such change is given to the Company prior to the commencement of any meeting and otherwise the Association Member follows the procedure set out in clauses (c) and (e) above; and
- (g) all voting rights, privileges and business of any Association Member shall be transacted through its appointed Delegate.

23A. Appointment of a Proxy

If an Association Member is not able to be represented by its Delegate at a General Meeting, it is entitled to appoint a proxy for the purposes of attending and voting at a General Meeting.

23A.2 An Association Member may appoint as their proxy:

- i. A person over the age of 18 years;
- ii. A body corporate; or
- iii. The Chair of the General Meeting to which the proxy relates.

23A.3 Each Association Member shall have only one proxy appointment for a General Meeting.

23A.4 To be valid, a proxy appointment must use the prescribed form provided with the notice of a General Meeting. The form must be duly completed and executed by an Association Member and be lodged with the Company Secretary at least (2) business days before the commencement of the meeting.

23A.5 The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of particular resolution(s) (a Directed proxy). If the instrument does not so indicate, then the proxy may exercise the proxy vote as they think fit (an Undirected proxy).

23A.6 The appointment of a proxy shall be valid only for one General Meeting. However, where a meeting is adjourned or postponed, unless revoked by the Association Member, the proxy shall remain valid for the reconvened meeting.

24. The Chair

- (a) The President is entitled to be the Chair of every General Meeting.
- (b) If the President is not present within 15 minutes of the time appointed for the holding of the meeting or is unwilling or unable to act, the Vice-President shall be entitled to act as Chair of the meeting.

- (c) If the Vice-President is not present or unwilling or unable to act, then the Delegates shall elect from the Directors attending a person to be the Chair.

25. Meeting Delays

- 25.1 Where there is a Quorum present and a majority of those Members attending any meeting vote to do so, the Chair may adjourn any meeting for the purposes of considering such business which has not been transacted or considered at any particular meeting. In doing so the following rules apply:
 - (a) The meeting may be adjourned for a period of up to 60 days.
 - (b) Notice of the adjourned meeting must be given in accordance with the procedure set out under clause 22.

Postponement

- 25.2 Where the Board decides it appropriate, a General Meeting may be postponed to another date, time, and location determined by the Board. This clause does not apply to a General Meeting convened upon a requisition from Members.
- 25.3 Notice of the postponement must state the reason(s) for the postponement and must be given to all parties to which the original Notice of Meeting was distributed. The notice must specify the new date, time and place for the meeting, and the place where the meeting is to be held.
- 25.4 When a General Meeting is postponed for less than 30 days it shall not be necessary to give any further notice regarding the meeting other than the postponement notice. When a General Meeting is postponed for 30 days or more, notice of the meeting shall be given as in the case of the original meeting.
- 25.5 The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.
- 25.6 The appointed Delegates will remain valid for when the meeting is convened. However, an Association Member, may change the Delegate by submitting a Delegate Appointment Notice in accordance with this Constitution at least 2 business days prior to the meeting being convened.
- 25.7 Any absentee votes that were submitted for the meeting, will remain valid for when the meeting is convened, unless revoked by the Association Member.
- 25.8 Any proxy appointments that were submitted for the meeting, will remain valid for when the meeting is convened, unless revoked by the Association Member.

26. Voting

- 26.1 At any General Meeting a resolution put to the meeting shall be decided on the show of hands and the counting of absentee votes referred to in clause 26.9 unless a poll is demanded by:
 - (a) the Chair; or
 - (b) at least ten (10) Delegates of Association Members present.
- 26.2 Unless a poll is demanded, a declaration by the Chair that a resolution has been carried unanimously or otherwise lost and an entry to that effect made in the minutes, then the

minutes book of the Company shall be conclusive evidence of the fact, provided the Chair acts in good faith.

- 26.3 If a poll is duly demanded 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 meeting at which the poll was demanded but a poll demanded on the election of the Chair or on a question of adjournment shall be taken immediately.
- 26.4 In the event of an equal number of votes being recorded the resolution shall be deemed to have been lost.
- 26.5 No Delegate shall be entitled to vote at any General Meeting if monies due and payable to the Company by the Association Member appointing the Delegate are in arrears by more than two (2) months as at the date of the meeting.
- 26.6 Only Association Members are entitled to vote at General Meetings.
- 26.7 Each Association Member shall be entitled to the following voting rights:
- (a) one vote where it has less than two hundred and one (201) registered members;
 - (b) where the registered members of an Association Member exceeds 200, for every additional 200 members or part thereof, a further vote.
- 26.8 At any General Meeting only those Delegates appointed in accordance with clause 23 shall be entitled to vote on behalf of Association Members.
- 26.9 Association Members may have a right to an absentee vote provided that any such absentee vote is forwarded in writing on the form approved by the Board to the Company Secretary at least 7 days prior to any meeting at which any resolution is taken. The Company Secretary shall then cause the absentee vote to be recorded at the commencement of the relevant meeting.

27. The Board

27.1 General Description, Objects and Powers

The Company shall have a Board which shall consist of up to nine (9) Directors comprising:

- (a) six (6) Elected Directors elected in accordance with clause 27.2; and
- (b) up to three (3) Appointed Directors who may be appointed by the Elected Directors in accordance with clause 27.3.

The Elected Director roles may be vacant for certain periods while a Casual Vacancy is filled.

The Board will appoint from the Directors a President and Vice-President who shall be elected annually at the next Board meeting after the Annual General Meeting.

A person who holds an Official Position with an Association Member or Club is not eligible to be a Director of the Company.

The Directors are elected and appointed for the purposes of managing the business of the Company. In doing so they shall constitute a Board and the Board shall fulfil the following objects:

- (a) be responsible for and manage all of the business of the Company in a proper and appropriate way to adopt good governance and fiscally responsible practices in the management of the business and in accordance with the Objects;
- (b) exercise all powers and functions as may be exercised by the Company but always subject to the Constitution, Regulations and the Act;
- (c) develop and confirm the strategic direction of the Company;
- (d) appoint, dismiss, direct, support professional development for, evaluate the performance and determine the remuneration of, the Chief Executive Officer;
- (e) approve, monitor and review the financial and non-financial performance of the Company;
- (f) ensure an effective system of internal controls exists and is operating as expected, and that policies on key issues are in place and appropriate and that these can be applied effectively and legally to those participants or persons for whom they are intended;
- (g) develop a clearly articulated and effective grievance procedure;
- (h) ensure financial and non-financial risks are appropriately identified and managed;
- (i) ensure the Company complies with all relevant laws, codes of conduct and appropriate standards of behaviour;
- (j) do all things and execute all necessary documents to cause records and minutes to be kept of all Members and Directors present at all meetings and the minutes of such meetings which must be signed by the Chair of the meeting or if not signed, then by the Chair of the next meeting which shall constitute prima facie evidence of the content of the minutes;
- (k) cause minutes to be made of all proceedings of all meetings of the Members or the Board and of all resolutions of Members or the Board not passed at meetings and to make such minutes available for inspection at the Registered Office of the Company as required by the Act.

27.2 Elected Directors

27.2.1 A Director may be elected as an Elected Director in the following manner:

- (a) An Association Member shall be at liberty to nominate a person to serve as an Elected Director ("the Nomination").
- (b) The Nomination shall be in writing and signed by the duly authorised officer of the Association Member submitting it with the Nominee signing the nomination form to consent. All Nominations must be lodged with the Company Secretary at least 42 days prior to the Annual General Meeting at which the election is to take place.

27.2.2 The Company Secretary shall cause a list of the Nominees' names in alphabetical order, together with the proposer's name, to be included with the Notice of Meeting (refer clause 22), and to be posted on the Company's website.

27.2.3 Elected Directors shall be elected in the following manner:

- (a) If there are more candidates nominated than there are vacancies, an election shall be held at the ensuing Annual General Meeting and the Company Secretary shall prepare a written ballot list containing the names of the candidates in alphabetical order.
- (b) If the number of candidates nominated is identical to, or less than the number of positions vacant then those persons so nominated shall be declared elected at the ensuing Annual General Meeting.

- (c) If the number of candidates nominated is less than the number of positions vacant, those vacancies will be treated as Casual Vacancies under this Constitution.

27.2.4 All Board Members shall be elected in accordance with clause 27.2.3 and for the term referred to in clause 27.2.5 except for the following:

- (a) persons appointed by the Board to fill a Casual Vacancy in accordance with clause 27.7;
- (b) three (3) Appointed Directors referred to in clause 27.3.

27.2.5. Elected Directors are elected on the following bases:

- (a) for a term of approximately three (3) years, which shall commence from the conclusion of the Annual General Meeting at which the election for that position occurs until the conclusion of the third Annual General Meeting following the first-mentioned Annual General Meeting;
- (b) they may serve a maximum of three (3) terms totalling approximately nine (9) years (including any period filling a Casual Vacancy);
- (c) The terms of the Elected Director positions shall run in an alternating pattern such that each year, the term expires for two (2) of the positions, so that over a three (3) year period, the term of all six (6) positions will have expired.

27.3 The Elected Directors may by a majority vote:

- (a) appoint up to three (3) Directors as Appointed Directors for a period of up to three (3) years; and
- (b) reappoint any or all of the Appointed Directors for a maximum of two (2) consecutive periods of up to three (3) years each,

on such terms and conditions as they see fit.

27.4 The Board shall appoint a President and Vice-President from amongst the Directors who shall be the Office Bearers of the Company.

27.5 A retiring Director, subject to this Constitution and the Act, shall be eligible for re-election at any election of the Board.

27.6 The Board shall have the power at any time to appoint any person to fill a Casual Vacancy caused by an Elected Director position becoming vacant.

28. Committee

The Board may appoint Members or other individuals who have relevant knowledge and expertise, to such committees which it may establish from time to time for any purpose whatsoever and to delegate to any such committee such powers as it may consider appropriate (subject always to this Constitution) and from time to time to revoke or alter any such appointment or delegation. A committee shall in the exercise of the powers so delegated conform to any requirements that may be imposed upon it by the Board. A committee shall be responsible to, and must report to, the Board.

29. Board Meetings

- 29.1 All Directors have equal voting rights. To be clear, the Chair does not have a casting vote.
- 29.2 The President is entitled to be the Chair of every Board meeting, and if the President is not present within 15 minutes after the time appointed to hold the meeting, then the Vice-President shall be entitled to chair the meeting. If both the President and Vice-President are not present, or are unwilling or unable to act, then the Directors may choose one of the Directors to chair the meeting.
- 29.3 (a) Before any business is transacted at any meeting, Directors must declare conflicts of interest when discussing any of the business of the Company or where a vote is required. The Company Secretary must maintain a register of declared interests accessible to all Members, Directors and the Chief Executive Officer.
- (b) Where any Director has an interest in any contract or matter which is the subject of Company business, then that Director has no voting rights and must not be present in the meeting room when a vote is taken in respect of the contract or matter.
- 29.4 A Quorum for any Board meeting shall be greater than 50% by number of all the Directors.
- 29.5 All Directors shall have one (1) vote on any matter arising at any Board meeting.
- 29.6 Unless a different voting majority is required within this Constitution in relation to a specific matter, all decisions, matters and questions arising at any meeting shall be decided on a majority of votes and any such decision shall be final and binding on the Board.
- 29.7 The Board may meet in such a manner and using such technology as the Board decides and otherwise regulate meetings in such manner as they think fit, subject to this Constitution.
- 29.8 The Board shall cause minutes to be made of:
- (a) all appointments of Officers;
- (b) names of Directors present at all Board meetings;
- (c) all proceedings at all Board meetings;
- Provided that such minutes be signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting, and such minutes shall be prima facie evidence of all matters contained therein.
- 29.9 The Board may pass a resolution without a Board meeting being held if a majority of Directors entitled to vote on the resolution sign a document confirming that they are in favour of the resolution set out in that document. Each Director can return a separate signed copy of the resolution. The Board must ensure that the signed copies of the document are returned to the Company Secretary.
- 29.10 Where a Director has an interest in any contract or matter arising out of or connected with the business of the Company, that Director may not sign any document or resolution approving the contract or matter.

30. Suspension, Removal and Vacation of the Office of Director

- 30.1 The Association Members may remove any Director before the expiration of their term of office by Special Resolution in a General Meeting. If removed, the Director will be considered to have vacated the role at the conclusion of the General Meeting.

A Director that is the subject of a Notice of Motions regarding removal as a Director, may make representations in writing to the Company Secretary and request that such representations be notified to the Members. The Company Secretary shall send a copy of the representations to each Association Member at least seven (7) days before the General Meeting, or, if they are not so sent, the representations shall be read out at the meeting.

- 30.2 The position of Director shall automatically become vacant if that person:

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (c) retires or resigns his office by notice in writing to the Company;
- (d) is absent for more than two consecutive meetings without the consent of the Board;
- (e) is paid any remuneration by the Company unless agreed to by the Board voting unanimously.

- 30.3 Any such removal or vacation of office of an Elected Director shall be deemed to constitute a Casual Vacancy.

31. Chief Executive Officer

- 31.1 The Board shall appoint a Chief Executive Officer who shall hold office on the terms and conditions and with the powers, duties and authorities, determined by the Board. The exercise of those powers and authorities, and the performance of those duties, are subject at all times to the control of the Board.

- 31.2 The Chief Executive shall:

- (a) be responsible for the day to day management of the Company subject to the supervision of the Board;
- (b) as far as practicable attend all Board meetings and Members meetings; and
- (c) regularly report to the Board on the activities of, and issues relating to, the Company, with particular reference to strategic planning.

32. Company Secretary

The role of Company Secretary shall at all times be filled. The Board shall appoint a person to hold that office and may suspend or remove a Company Secretary from that office. During periods between Board appointments, if any, the CEO shall hold the office.

The Company Secretary shall hold office on the terms and conditions and with the powers, duties and authorities, delegated to them by the Board, but shall at all times serve the role set out in this Constitution.

33. Officers, Indemnities and Insurance

To the extent permitted by law:

(a) **Indemnities:**

Every person who is or has been an Officer of the Company or its subsidiary will be indemnified from the property of the Company against any liability of whatsoever nature incurred or arising from any act or thing done or not done by the Officer in the execution of their duties as an Officer of the Company or its subsidiary.

(b) **Insurance:**

The Company may pay or agree to pay a premium in respect of a contract of insurance for a person who is or has been an Officer of the Company or its subsidiary against any liability which may be incurred or arise from any act or thing done or not done by such Officer in the execution of their duties as an Officer of the Company or its subsidiary.

(c) Every Director and Officer of the Company shall be indemnified out of the funds of the Company against any liability incurred by them in their capacity as an Officer in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is under the Act granted to them by the Court.

34. Seal

The Board shall provide for the safe custody of the Seal, if any, which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board on its behalf and every instrument to which the Seal is affixed shall be signed by a Director and shall be countersigned by the Company Secretary or by a second Director.

35. Execution without a Seal

The Company may execute a document without using a Seal if the document is signed by two (2) Directors or one Director and the Company Secretary.

36. Accounts, Audits and Records

36.1 The Board shall keep such accounting and other records of the business of the Company as the Company is required to keep by the Act.

36.2 The said accounting and other records shall be kept in the care and control of the Chief Executive Officer and shall be available for inspection as required by the Act.

36.3 A copy of the financial report for the previous financial year of the Company together with any other financial accounts, reports and statements required by law are to be sent to all persons entitled to receive notices of the Annual General Meeting together with the notice for the meeting as required by law.

37. Auditor

37.1. A properly qualified auditor shall be appointed by the Board to perform the duties and have rights and powers provided by the law. Such auditor may be removed in such manner as provided by the law.

37.2 At least once in every year the financial accounts of the Company shall be examined by the auditor who shall report to the Members in accordance with the Act.

38. Registers

The Board shall cause the following Company registers to be kept:

- (a) a Register of Members;
- (b) a register of Directors, Committees and office holders;
- (c) a register of declared interests; and
- (d) such other registers as the Board from time to time determines.

39. Regulations

- (a) The Board may, by itself or delegation or committee draft, approve, issue, interpret and amend such Regulations for the proper advancement, management and administration of the Company, the purpose of the Objects as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution. In the event that there is any inconsistency between such Regulations and the Constitution to the extent of the inconsistency, the Constitution shall prevail.
- (b) All Regulations made under this clause shall be binding on the Company and Members.
- (c) Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of notices approved by the Board and prepared and issued by the Chief Executive Officer. Association Members shall be obliged to draw such notices to the attention of their respective members. Notices are binding upon all Members.

40. Notices

Except as provided by clause 22 (Notice of Meetings), the following provisions apply:

(a) **Method of service of notices**

A notice may be served by the Company on any Member or other person entitled to receive notice under the Constitution in any of the following manners:

- (i) by serving it personally;
- (ii) by leaving it at the address of the Member or person in the register;
- (iii) by sending it by post in a pre-paid envelope addressed to the Member or person at the address of the Member or person in the register; and
- (iv) by sending it by electronic transmission to the electronic address nominated by the Member or person for the purpose of serving notices on the Member or person.

(b) **Notification of address**

For the purpose of serving notices, a Member may provide the Company with an alternative address for the purposes of serving a notice on that Member.

(c) **Notice by advertisement**

Any notice by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them by advertisement will unless otherwise stipulated be sufficiently advertised if advertised once in a daily newspaper circulating in New South Wales.

(d) **Time of service by post**

Any notice sent by post, airmail or air courier will be deemed to have been served on the day following that on which the letter, envelope or wrapper containing the notice is posted or delivered to the air courier, and in proving service it will be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle or delivered to the air courier. A certificate in writing signed by any authorised representative of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted is conclusive evidence thereof.

- (e) **Time of service by electronic transmission**
Any notice sent by email, or other electronic method that allows for almost instantaneous transmission, is taken to be given on the business day after it is sent.
- (f) **Signatures on notices**
The signature to any notice to be given by the Company may be written or printed or a facsimile thereof may be affixed or produced by some mechanical, electronic or other means.
- (g) **Calculation of notice period**
Where a period of notice is required to be given, the day on which the notice is dispatched and the day of doing the act or other thing will not be included in the number of days or other period.

41. Appeals and Appeals Committee

- 41.1 In the event that the membership of any Member is suspended or terminated pursuant to clauses 17 or 30, then the Member whose membership has been suspended or terminated may appeal to the Appeals Committee provided any such appeal is lodged in writing with that Committee within fourteen (14) days of the suspension or termination of the membership, provided however if not lodged within that time, then the Member loses the right of appeal.
- 41.2 In the event that the appeal is lodged in accordance with 41.1, then the following procedure shall apply:
 - (a) the Appeals Committee shall hear the appeal within 14 days of receipt of the Notice of Appeal;
 - (b) the appellant must be given at least seven (7) days' notice prior to the appeal taking place of the time, date and place for the hearing of the appeal;
 - (c) at the appeal, the Appeals Committee must allow the appellant the right to be heard in such manner as it in its absolute discretion sees fit;
 - (d) once the appellant has been heard, the Appeals Committee must decide to either uphold or reject the appeal;
 - (e) if the appeal is rejected, then within fourteen (14) days of the decision of the Appeals Committee, the Appeals Committee must confirm the rejection in writing to both the appellant and to the Board;
 - (f) if the appeal is upheld, then the Appeals Committee must inform the Board within fourteen (14) days of the decision of the Appeals Committee, of the decision to uphold the appeal and the reinstatement of the membership of the Member.

42. Transitional Arrangements

- 42.1 Notwithstanding any other rule of this Constitution, the transitional arrangements set out in this clause 42 shall apply from the date of adoption of this Constitution.
- 42.2 The Directors of the Company in place immediately prior to approval of this Constitution under the Act shall continue in those positions for the duration of the term for which they were elected or appointed, and thereafter the positions of the Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- 42.3 Any previous term in office, or part thereof, served by each Director immediately prior to approval of this Constitution under the Act shall count towards the maximum number of terms

that a Director may serve, after the adoption of this Constitution. For the purposes of this clause, service for part of a three (3) year term constitutes a full three (3) year term.

- 42.4 The Regulations of the Company in force at the date of the approval of this Constitution insofar as those Regulations are not inconsistent with, or been replaced by this Constitution, shall be deemed to be Regulations under this Rule.
- 42.5 All members who are, prior to the approval of this Constitution, Members of the Company shall be deemed Members of the Company from the time of approval of this Constitution under the Act.

Schedule – Required Provisions

1. **Effect of Membership**

1.1 *Members acknowledge and agree that:*

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

2. **Alteration of Constitution**

This Constitution shall not be altered except by Special Resolution and, where an additional requirement is stipulated in this Constitution, satisfaction of that requirement.

3. **By-Laws**

- 3.1** *The Board may formulate, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of the Association, and the advancement of the purposes of the Association and Hockey in the Region as it thinks necessary or desirable. Such By-Laws must be consistent with the Constitution, HNSW's and HA's constitutions, any by-laws made by HNSW or HA and any policy directives of the Board.*
- 3.2** *All By-Laws are binding on the Association and all Members.*
- 3.3** *All clauses, rules, by-laws and regulations of the Association in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and regulations are not inconsistent with, or have been replaced by, this Constitution, shall be deemed to be By-Laws and shall continue to apply.*
- 3.4** *Amendments, alterations, interpretations or other changes to By-Laws shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Secretary. The Affiliated Clubs shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding.*

4. Status and Compliance of Association

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

4.2 The Members acknowledge and agree the Association shall:

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

4.3 Operation of Constitution

The Association and the Members acknowledge and agree:

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

5. Association's Constitution

1. Constitution of the Association

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

2. Entrenchment

*While the Association is a member of HNSW, Clauses **[insert clause numbers of Required Provisions and objects]** must not, and cannot, be amended, replaced, or removed, except with the prior written consent of HNSW, which consent may be given (with or without conditions) or withheld, by HNSW, as it thinks fit, in its absolute discretion.*

3. Register

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

6. Status and Compliance of Affiliated Clubs

6.1 Compliance

The Affiliated Clubs acknowledge and agree that they shall:

- (a) remain incorporated in New South Wales;*
- (b) nominate a Delegate annually to attend General Meetings, and shall inform the Association of the details of that person accordingly;*
- (c) provide the Association with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's annual general meeting;*

- (d) recognise the Association as the authority for Hockey in the Region, HNSW as the authority for Hockey in New South Wales and HA as the national authority for Hockey;*
- (e) adopt and implement such communications and Intellectual Property policies as may be developed by the Association and/or HNSW from time to time; and*
- (f) have regard to the Objects in any matter of the Club pertaining to Hockey.*

1. Club Constitutions

- (a) The constituent documents of the Affiliated Clubs shall at all times clearly reflect the Objects and conform to this Constitution, and shall include a provision that a member of the Club who is a natural person is also a member of the Association.*
- (b) The Affiliated Clubs shall take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.*
- (c) The Affiliated Clubs shall, on request, provide to the Association a copy of their constituent documents and, promptly after any amendment has been made, provide all amendments to these documents. The Affiliated Clubs acknowledge and agree that the Association has power to veto any provision in a Club's constitution which, in the Association's opinion, is contrary to the Objects.*

7. Definitions

7.1 In this Constitution:

Act means the Associations Incorporation Act 2009.

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

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

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

Delegate means the person appointed from time to time to act for and on behalf of an Affiliated Club and to represent the Affiliated Club at general meetings.

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

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

HNSW means Hockey New South Wales Limited (ACN 104 263 381).

Member means a member for the time being of the Association under Clause [insert Clause number].

Objects means the objects of the Association in Clause [insert Clause number].