



**Saturday,  
21<sup>st</sup> March 2020**

- **Overview**
- **Formal Notice of  
Annual General  
Meeting**
- **Minutes**
- **Financial Reports**
- **Life Member  
Nominations**
- **Board  
Nominations**

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## OVERVIEW AND GENERAL INFORMATION

For Members attending the Hockey NSW President Forum and AGM

Saturday 21<sup>st</sup> March 2020

The Warwick

355 Hume Hwy, Cabramatta, NSW 2166

### TIMETABLE FOR THE DAY

<b>10.00am</b>	Sign in and proposed start time of the President Forum
<b>10.10am</b>	Welcome to President Forum by the President of Hockey NSW Craig Colvin
<b>10.15am</b>	CEO Presentation <i>Presented by David Thompson – Chief Executive Officer</i>
<b>10.30am</b>	Grants Presentation <i>Presented by Andrew Hamilton</i>
<b>10.45am</b>	Bring Hockey Back to Life <i>Presented by Simon Thresher – President Port Macquarie Hasting Hockey Association</i>
<b>11.00am</b>	Our Leadership Journey <i>Presented by Ken Larkin – President Wagga Wagga Combined Hockey Association</i>
<b>11.15am</b>	Table workshops of the above topics
<b>12.45 pm</b>	Conclusion of President Forum. Lunch served
<b>1.30 pm</b>	Sign in for the Annual General Meeting
<b>2.00 pm</b>	Annual General Meeting
<b>3.00 pm</b>	Conclusion of formal part of meeting and briefings

**Head Office**  
Level 3, Sydney Olympic Park Hockey Centre  
Shirley Strickland Avenue, Sydney Olympic Park 2127

**ABN**  
**E**  
**T**

12 104 263 381  
[hockey@hockeynsw.com.au](mailto:hockey@hockeynsw.com.au)  
02 9764 1911

## NOTICE OF ANNUAL GENERAL MEETING

The Annual General Meeting of Hockey New South Wales (ABN 12 104 263 381) will be held on  
Saturday 21<sup>st</sup> March 2020 at 2.00 pm at the Warwick  
The Warwick, 355 Hume Hwy, Cabramatta, NSW 2127

### BUSINESS

1. Welcome by the President
2. Acceptance of the 2019 Annual General Meeting Minutes
3. Financial Reports for the Year Ending 31<sup>st</sup> December 2019

**Noted:**

***THAT the members of Hockey NSW adopt the annual report and statements of account of the year ending 31<sup>st</sup> December 2019.***

**Resolution:**

***THAT the members of Hockey NSW approve the Financial, Director's and Auditor's reports for the year ending 31<sup>st</sup> December 2019.***

4. 2020 Hockey NSW Budget

**Noted:**

***THAT the members of Hockey NSW have reviewed the 2020 Budget***

5. Special Business  
Item 1: Amendments to Constitution of the Company – Please refer Annexure A, B & C.
6. Consider nominations for Life Membership of Hockey NSW
  - Gretchen Gamble, nominated by Northern Sydney and Beaches Hockey Association
  - Marilyn Brown, nominated by Sydney East Hockey Association
7. Appointment of Auditors for the Financial Year ending 31<sup>st</sup> December 2020
  - Meagher, Howard and Wright
8. Election of Directors – to elect **TWO** Directors in accordance with the Hockey NSW Constitution
9. Close of Meeting

**ISSUED BY: David Thompson, Company Secretary, Hockey NSW**

**21<sup>st</sup> February 2020**

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Shirley Strickland Avenue, Sydney Olympic Park 2127

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## ATTENDANCE OF THE PRESIDENTS FORUM

Hockey NSW welcomes all Association Presidents and delegates to attend.

## PROTOCOLS OF THE HOCKEY NSW ANNUAL GENERAL MEETING:

- Only Association Delegates or Life Members can speak to, or raise questions about, Agenda items.
- If an Association has a motion on the Annual General Meeting Agenda, their delegate will be allocated three minutes to introduce the motion. They will be allowed a further three minutes at the end of the general discussion to raise any final points. Voting on the motion will then occur.
- Any Delegate or Life Member who wishes to speak for, or against, a motion or who wishes to raise a question, may speak once and for no more than three minutes on any one agenda item.

## FINANCIAL MEMBERS FOR VOTING

As per the Hockey NSW Constitution, the Association Member must be a financial member of Hockey NSW.

*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.*

Hockey NSW requests that all Association Members who wish to vote at the upcoming AGM are financial with Hockey NSW by 5pm Friday 6<sup>th</sup> March 2020.

## VOTING FOR DIRECTORS

As per the Hockey NSW Constitution, in 2020 two Director Positions have become vacant and there have been two nominations received for these vacant Director positions and as such shall be declared elected at the Annual General Meeting

**Issued by: David Thompson – Company Secretary, Hockey NSW.**



**David Thompson**  
Chief Executive Officer – Hockey NSW

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**THE ANNUAL GENERAL MEETING OF HOCKEY NEW SOUTH WALES LIMITED (ABN 12 104 263 381)  
WAS HELD AT 1.30pm ON SATURDAY 16<sup>th</sup> MARCH 2019  
AT FIG TREE CONFERENCE CENTER, SYDNEY OLYMPIC PARK**

**Association Delegates in Attendance:** Elizabeth Milligan – Bathurst HA, Kerry Barton – Grafton HA, Debbie Baldwin – Hockey Coffs Coast, Kathryn Herman – Hunter HA, Garry Bull – Illawarra South Coast HA, Debbie Monck – Manning Valley HA, Wayne Southwell – Metropolitan South West HA, Chris Eagleton – Nepean, Cliff Monaghan – Newcastle HA, David Johnston – Northern Sydney & Beaches HA, Graham Cullen – Orange HA, Cherie Johnstone – Parkes HA, Simon Thresher – Port Macquarie Hastings HA, Kathy Calokerinos – Sydney East HA, Lyn Smith – Sydney South HA, Mark O'Connor – Tamworth HA, Ken Larkin – Wagga Wagga HA

**Board Members in Attendance:** Craig Colvin – President, Michael Tentomas – Vice President, Bianca Broadhurst – Director, Beth Shea – Director, Peter Friend – Director, David Mallon – Director.

**Staff Members Present:** David Thompson, Craig Beed, Rachel Tremain, Karen Townsend, Jess Moran, Zeke Newman, Blair Chalmers

**Life Members Present:** Bob Aitken, Barry Dowd, Peter Krepp

**Other Attendees:** Michelle Collier – Manning Valley HA, Glenn Johnstone – Parkes HA, Claudia Hartas – Metropolitan South West HA, Kristy Fielding – Metropolitan South West HA, Adriana Care – Metropolitan South West HA, Debbie Dodd – Sydney East HA, Ken Wright – Meagher, Howard and Wright (Auditors and Independent Scrutineer)

**Apologies:** Brett Johnson – Central Coast HA, Margaret Mould – Dubbo HA, Paul Leadbeater – Far North Coast HA, Steve James – Far South Coast HA, Nadine Ward – Goulburn HA, Stuart Robertson – Hockey New England, Denise Weekes – Lithgow, Brian Doughy – North West Sydney HA, Barry Sansom – Northern Inlands, Paul Sabatier – Southern Highlands HA.

## **Item 1 Opening of Meeting at 1.30PM**

### **1.1 Welcome by President Craig Colvin**

The President, Craig Colvin, welcomed all Life Members, Association Members and Attendees and notified the meeting of apologies received.

Craig introduced Ken Wright as our auditor from Meagher, Howard and Wright.

## **Item 2 Minutes of Previous Meeting**

### **2.1 Members to consider the Minutes of Annual General Meeting held Saturday 10<sup>th</sup> March 2018**

#### **PROPOSED RESOLUTION:**

THAT the members of Hockey NSW accept the 2018 Annual General Meeting Minutes.

**Proposed by:** Bob Aitken – Life Member

**Seconded by:** Cliff Monaghan – Newcastle HA

**All in Favour**

**Result:** Motion Carried.

## **Item 3 Finance Report**

Hockey NSW Chief Financial Officer Karen Townsend advised that the finance report is for 12 months ending in 31<sup>st</sup> December 2018. It was noted that the year ending was changed in 2017 from 30<sup>th</sup> September to 31<sup>st</sup> December.

The reports presented showed reported numbers from 30<sup>th</sup> September 2017.

#### **NOTED**

THAT the members of Hockey NSW adopt the annual report and statements of account for the financial year ending 31<sup>st</sup> December 2018.

**PROPOSED RESOLUTION:**

THAT the members of Hockey NSW approve the Financial, Directors and Auditors reports for the year ending 31<sup>st</sup> December 2018.

*Proposed by: Cliff Monaghan – Newcastle Hockey Association*

*Seconded by: Elizabeth Milligan – Bathurst Hockey Association*

*All in Favour*

*Result: Motion Carried.*

**Item 4 2018 Budget**

**4.1** The proposed budget was presented by Karen Townsend for the year ending 31<sup>st</sup> December 2019.

The budget assumption and fee structure were included in the presentation.

*Cliff Monaghan* questioned what is the value of sponsorship included in the budget. Karen confirmed it includes amounts as per contracts with Steggles, Kookaburra, Select Sports and FI-TA.

*Bob Aitken* asked how much the Steggles sponsorship is and what it is used for and Karen confirmed it is \$40,000 plus an additional \$2,500. Steggles have the naming rights of the state championships which has been directed to volunteers and officials clothing at the state championships.

**PROPOSED RESOLUTION:**

THAT the members of Hockey NSW approve the 2019 Budget.

*Proposed by: Cliff Monaghan – Newcastle Hockey Association*

*Seconded by: Deb Monck – Manning Valley Hockey Association*

*All in Favour*

*Result: Motion Carried.*

**Item 5 Special Business**

**5.1** No notice of motions received

**Item 6 Consider nominations for Life Membership of Hockey NSW**

**6.1**

Hockey NSW received two nominations for Life Membership of Hockey NSW

- Karen Kennedy nominated by Hockey Coffs Coast
- John Scott nominated by Metropolitan South West Hockey Association

Associations were invited to nominate on their ballot papers.

The votes were counted by the scrutineers, Ken Wright - Meagher, Howard and Wright, David Thompson – CEO and David Mallon – Director.

Both Karen Kennedy and John Scott were added as Life Members to Hockey NSW.

**Item 7 Appointment of Auditors****7.1 Appointment of auditors for the financial year ending 31<sup>st</sup> December 2019**

The President proposed that Hockey NSW appoint Meagher, Howard and Wright as the Company's Auditor for the 2019 financial year.

**Proposed by:** Elizabeth Milligan – Bathurst Hockey Association

**Seconded by:** Kerry Barton – Grafton Hockey Association

**All in Favour**

**Result:** Motion Carried.

#### **Item 8 Board Appointments**

##### **8.1 To Elect Two Directors in accordance with clause 27.2 'Election of Directors' of the Hockey NSW constitution.**

Hockey NSW received two candidate nominations for two vacancies:

- Adriana Care
- Graeme McKenzie

Adriana Care and Graeme McKenzie were declared elected as per clause 27.2.3(b).

Craig thanked everyone for their attendance and participation.

**Meeting closed at 2.01pm.**



# Financial Reports

Year Ended  
31<sup>st</sup> December 2019

*Signed : February 2020*



**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

## **DIRECTORS' REPORT**

Your Directors present the financial report for the twelve months ending 31st December 2019.

### **Directors and Company Secretary**

The name of each person who has been a Director during the period and who is in office at the date of this report are set out hereunder:

<u>Director Name</u>	<u>Appointed</u>	<u>Resigned</u>	<u>Role</u>
Craig Colvin	26/11/2016		Director
Bianca Broadhurst	22/11/2014		Director
David Mallon	11/02/2019		Director
Adriana Care	16/03/2019		Director
Graeme McKenzie	16/03/2019		Director
Julianne Plath	12/04/2019		Director - Independent
David Southwell	12/04/2019		Director - Independent
Tony O'Leary	18/03/2016	1/01/2019	Director - Independent
Chris Sheppard	22/11/2014	7/02/2019	Director
Michael Tentomas	1/05/2015	16/03/2019	Director
Beth Shea	26/11/2016	3/06/2019	Director
Peter Friend	17/10/2018	13/10/2019	Director - Independent

The Company Secretary in office at the date of this report is :

David Thompson	15/07/2016	Chief Executive Officer
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### **Principal Activities**

The principal activities of the Company during the course of the financial period were to promote, manage, control and supervise all activities within the state of New South Wales relating to the licensing, marketing, sponsorship, coaching, technical development programs and the promotion and development of hockey. There have been no significant changes in the nature of these activities during the financial period.

### **Operating Result & Review of Operations**

The result of the Company for the year ending 31st December 2019 was a surplus of \$51,399. The result for the previous reporting period was a surplus of \$85,519. The Company had no external borrowings as at 31st December 2019. The Company, which is tax-exempt, had net assets of \$1,282,693 as at 31st December 2019.

### **Strategy & Objectives**

Hockey NSW's **objective** is to foster an environment that delivers a valued and lifelong hockey experience for the benefit of NSW families, including a high performance pathway.

Hockey NSW's **Strategy** is:

1. Building an efficient delivery system
2. Fostering an engaged hockey family
3. Upholding and preserving strong pathways
4. Grow compelling brands and diverse revenue streams
5. Supporting our hockey family with an innovative and accessible digital experience
6. Safeguarding the integrity of our sport

### **Equity**

The Company is incorporated under the Corporations Act 2001 and is limited by guarantee. If the Company is wound up, the Constitution states that each member, or within one year after ceasing to be a member, is required to contribute a maximum of \$1 each towards meeting any outstandings and obligations of the Company. At 31st December 2019 the collective liability of members was \$26,935 being 26,935 members at \$1 per member.

### **Dividends**

The Company is a Company limited by guarantee having no share capital and as such, is precluded from the payment of dividends.

### **Directors' Benefits**

Directors donate their time to the organisation and do not receive any Directors fees. Since the previous financial report, Directors have not received or become entitled to receive any direct benefit by reason of a contract made by the Company.

### **Indemnification and Insurance of Officers and Auditor**

Every person who is, or has been, an officer of the Company, are entitled to receive the benefits of an indemnity contained in the Constitution against liabilities incurred by them in their respective capacities in successfully defending proceedings against them. During or since the end of the financial period, the Company has paid premiums under contracts insuring the Directors and officers of the Company. No indemnities have been given or insurance paid, during or since the end of the financial period, for any person who is or has been an auditor of Company.

**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

## **DIRECTORS' REPORT**

### **Proceedings on behalf of the Company**

No person has applied for leave of any Court to bring proceedings on behalf of the Company or intervene in any proceedings to which the Company is a party for the purpose of taking responsibility on behalf of the Company for all or any part of those proceedings. The Company was not a party to any such proceedings during the period.

### **Significant Changes in State of Affairs**

In the opinion of the Directors, there were no significant changes in the state of affairs of the Company that occurred during the financial period.

### **After Balance Date Events**

There are no matters or circumstances which have arisen since the end of the period which significantly affected or may significantly affect the Company's operations, the results of those operations or the state of affairs of the Company in future financial years.

### **Future Developments**

The Company expects to maintain the present status and level of operations and hence there are no significant developments expected in the Company's operations. The financial year end is 31st December.

### **Environmental Issues**

The Directors believe the Company has complied with all environmental regulations under a law of the Commonwealth or of a State or Territory.

### **Auditors' Independence Declaration**

A copy of the Auditors' Independence Declaration is included in this annual report.

### **Directors' Meetings**

There were nine (9) Directors' meetings held. The number of meetings attended by each of the Directors & Secretary during the period were:


#### **Directors' Meetings**

##### **Director Name**

Craig Colvin  
Bianca Broadhurst  
David Mallon  
Adriana Care  
Graeme McKenzie  
Julianne Plath  
David Southwell  
Tony O'Leary  
Chris Sheppard  
Michael Tentomas  
Beth Shea  
Peter Friend  
David Thompson (Company Secretary)

<b># Eligible to attend</b>	<b># Attended</b>
9	9
9	7
8	8
7	6
7	7
6	6
6	6
0	0
0	0
2	2
4	3
7	6
9	9

Signed in accordance with a resolution of the Board of Directors.



**CRAIG COLVIN**  
PRESIDENT



**BIANCA BROADHURST**  
VICE PRESIDENT

Dated 14-February-2020


**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

**DIRECTORS' DECLARATION**

The Directors of the Company declare that:

- 1 The attached financial statements and notes are in accordance with the Corporations Act 2001:
  - (a) comply with applicable Australian Accounting Standards (including the Australian Accounting Interpretations); and
  - (b) give a true and fair view of the financial position as at 31st December 2019 and of the financial performance of the Company for the year ended on that date.
- 2 In the Director's opinion, there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.



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**CRAIG COLVIN**  
PRESIDENT



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**BIANCA BROADHURST**  
VICE PRESIDENT

Dated 14-February-2020

**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

**Statement of Profit and Loss and Other Comprehensive Income**  
*For the year ended 31st December 2019*

	Note	Dec 2019 (\$)	Dec 2018 (\$)
<b>Revenue and Other Income</b>	<b>2</b>	<b>5,385,329</b>	<b>5,133,511</b>
State Teams		(1,130,433)	(1,219,236)
Employment Expenses		(1,849,351)	(1,809,564)
Insurances		(237,719)	(222,899)
State Championships		(353,806)	(354,062)
State Levy		(452,328)	(453,985)
Development		(393,969)	(357,125)
NSW Pride		(313,367)	-
Events & Awards Night		(45,864)	(69,417)
Directors Expenses		(11,652)	(14,433)
Computer & Software Expenses		(28,128)	(28,922)
Legal and Consulting		(52,974)	(74,956)
Telecommunications & Website		(53,947)	(52,602)
Leave Provisions	10	(18,800)	(14,000)
Hire of Equipment		(27,489)	(25,462)
Audit and Accounting		(13,850)	(12,600)
Rent and Lease		(21,464)	(90,587)
Marketing & Merchandise		(18,395)	(37,325)
Bad Debts		-	-
Depreciation	9	(132,936)	(38,597)
Other Operating and Administrative Expenses		(177,458)	(172,220)
<b>Surplus/(Deficit) for the Period</b>		<b>51,399</b>	<b>85,519</b>
<b>Other Comprehensive Income</b>			
<b>Total Comprehensive Surplus/(Loss) for the Period</b>		<b>51,399</b>	<b>85,519</b>

**HOCKEY NEW SOUTH WALES LIMITED**  
A.B.N. 12 104 263 381

**Statement of Financial Position**  
*As at 31st December 2019*

	Note	Dec 2019 (\$)	Dec 2018 (\$)
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash and Cash Equivalents	5 & 11	1,460,829	2,103,271
Account and Other Receivables	6	196,816	112,158
Inventories	7	17,908	-
Other Current Assets	8	308,953	150,524
<b>Total Current Assets</b>		<b>1,984,506</b>	<b>2,365,953</b>
<b>Non-Current Assets</b>			
Equipment, Leases and Motor Vehicles	9	231,011	160,810
<b>Total Non-Current Assets</b>		<b>231,011</b>	<b>160,810</b>
<b>TOTAL ASSETS</b>		<b>2,215,517</b>	<b>2,526,763</b>
<b>LIABILITIES</b>			
<b>Current Liabilities</b>			
Account and Other Payables	10	660,919	1,151,962
Annual Leave Provision	10	108,630	84,630
Leases	10	94,471	-
<b>Total Current Liabilities</b>		<b>864,020</b>	<b>1,236,592</b>
Long Service Leave Provision	10	53,678	58,877
Leases	10	15,127	-
<b>Non-Current Liabilities</b>		<b>68,804</b>	<b>58,877</b>
<b>TOTAL LIABILITIES</b>		<b>932,824</b>	<b>1,295,469</b>
<b>NET ASSETS</b>		<b>1,282,693</b>	<b>1,231,294</b>
<b>EQUITY</b>			
Retained Earnings		1,282,693	1,231,294
<b>TOTAL EQUITY</b>		<b>1,282,693</b>	<b>1,231,294</b>

**HOCKEY NEW SOUTH WALES LIMITED**  
A.B.N. 12 104 263 381

**Statement of Changes in Equity**

*For the year ended 31st December 2019*

	Retained Earnings (\$)
<b>Balance at 31 December 2017</b>	<b>1,145,775</b>
Surplus/(Deficit) for the Period	85,519
<b>Balance at 31 December 2018</b>	<b>1,231,294</b>
Surplus/(Deficit) for the Year	51,399
<b>Balance at 31 December 2019</b>	<b>1,282,693</b>

**Statement of Cash Flows**

*For the year ended 31st December 2019*

	Note	Dec 2019	Dec 2018
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Receipts from Players, Members and Customers		6,061,397	5,075,199
Payments to Suppliers and Employees		(6,113,669)	(5,011,438)
Facilities Funding Grant Received		-	-
Facilities Funding Grant Paid		(523,920)	(599,375)
Interest Received		27,289	50,765
<b>Net Cash Generated/(used) in Operating Activities</b>	<b>11</b>	<b>(548,903)</b>	<b>(484,849)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Purchases of Equipment	9	(21,612)	(132,059)
Leases		(71,927)	-
Proceeds from Sale of Equipment		-	-
<b>Net cash used in investing activities</b>		<b>(93,539)</b>	<b>(132,059)</b>
Net increase/(decrease) in Cash Held		(642,442)	(1,227,918)
Cash and cash equivalents at the Beginning of the Period	5	2,103,271	3,331,189
<b>Cash and Cash Equivalents at the End of the Period</b>	<b>5</b>	<b>1,460,829</b>	<b>2,103,271</b>

**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

The financial statements are for Hockey New South Wales Limited as an individual entity, incorporated and domiciled in Australia. Hockey New South Wales Limited is a Company limited by guarantee.

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**1. Reporting Entity**

**Basis of Preparation**

The financial statements are Tier 2 general purpose financial statements which have been prepared in accordance with applicable Australian Accounting Standards, Australian Accounting Interpretations and the Corporations Act 2001.

**Statement of Compliance**

Australian Accounting Standards set out accounting policies that the Australian Accounting Standards Board (AASB) has concluded would result in a financial report containing relevant and reliable information about transactions, events and conditions to which they apply. Material accounting policies adopted in the preparation of this financial report are presented below. They have been consistently applied unless otherwise stated.

The financial statements have been prepared on an accruals basis and are based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and financial liabilities.

The financial statements were approved by the Board of Directors on 14th February 2020.

**Accounting Policies**

**(a) EQUIPMENT AND MOTOR VEHICLES**

Each class of equipment and motor vehicles are recognised at their cost, less, where applicable, accumulated depreciation, amortisation and impairment losses.

Equipment and motor vehicles are initially measured on a cost basis. The carrying amount for equipment and motor vehicles is reviewed by the Directors annually, to ensure it is not in excess of the recoverable amount from those assets. The recoverable amount is assessed on the basis of the expected net cash flows which will be received from the assets' employment and subsequent disposal. The expected net cash flows have not been discounted to present values in determining recoverable amounts. The Australian Accounting Standards do not require not for profit entities such as the Company to revalue their non-current assets to current market value, therefore these assets are recognised at their cost less any adjustments for amortisation and/or depreciation.

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

Asset classes carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains or losses are included in the profit and loss.

**(b) DEPRECIATION**

The depreciable amount of fixed assets including any buildings and capitalised lease assets, but excluding freehold land, is depreciated on a diminishing value basis over the asset's useful life to the Company commencing from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements. Right to Use Assets, such as leases, are depreciated on a straight line basis over the period of the lease.

The depreciation rates used for each class of assets are:-

<b>Class of Equipment and Motor Vehicles</b>	<b>Depreciation Rate Per Annum</b>
Computer & Office Equipment	10% - 50%
Game Development Equipment	10% - 50%
Office Fixtures & Fittings	8% - 40%
Motor Vehicles	25%

**(c) LEASES**

Application of new accounting standard AASB 16, effective 1st January 2019.

Operating leases for printers are deemed to be low-value assets and not accounted for under the standard.

Premises lease for offices at Sydney Olympic Hockey Centre, Shirley Strickland Avenue Sydney Olympic Park is a two year lease commencing 1st March 2019 and expires on 28th February 2021. This lease has been accounted for under the methods prescribed by AASB 16 accounting for both the right to use asset and the current and non-current liability of the lease commitments. The asset is depreciated on a straight line basis. An implicit interest rate of 5% has been applied as there is no financing of funds required to meet the lease obligations.

**(d) REPAIRS & MAINTENANCE**

Repairs and maintenance costs and minor renewals are charged against income in the period in which they are incurred.

**(e) INCOME TAX**

No liability for income tax has been recognised as the Company is exempt from income tax under Division 50 of the Income Tax Assessment Act 1997.

**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Accounting Policies (continued)**

**(f) ACCOUNTS PAYABLE**

Accounts Payable represents the liability outstanding at the end of the reporting period for goods and services received by the Company during the reporting period which remain unpaid. The balance is reported as a current liability with the amounts normally paid within 30 days of recognition of the liability.

**(g) COMPARATIVE AMOUNTS**

Where required by Accounting Standards comparative figures have been adjusted to conform with changes in presentation for the current reporting period. Classification of costs may have changed and previous reported numbers have been adjusted accordingly to provide a true comparison.

**(h) GOODS & SERVICES TAX**

Revenues, expenses and assets are recognised net of the amount of GST, except:

- i) where the amount of GST incurred is not recoverable from the Australian Taxation Office, it is recognised as part of the cost of acquisition of the asset or as part of an item of expense; or
- ii) for receivables and payables which are reported inclusive of GST.

The net amount of GST recoverable from, or payable to, the Australian Taxation Office is included as part of receivables and payables.

Cash flows are presented in the statement of cash flows on a gross basis, except for the GST component of investing and financing activities, which are disclosed as operating cash flows.

**(i) ACCOUNTS RECEIVABLE**

Accounts receivable and other receivables are recorded at amounts due less any allowance for doubtful debts.

**(j) FINANCIAL ASSETS AND LIABILITIES**

**Initial recognition and measurement**

Financial assets and financial liabilities are recognised when the Company becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the Company commits itself to either purchase or sell the asset. Financial instruments are initially measured at fair value plus transactions costs except where the instrument is classified 'at fair value through profit or loss' in which case transaction costs are expensed to profit or loss immediately.

**Classification and subsequent measurement**

Financial instruments are subsequently measured at either fair value, amortised cost using the effective interest rate method or cost. Fair value represents the amount for which an asset could be exchanged or a liability settled, between knowledgeable, willing parties. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

**Amortised cost is calculated as:**

- i. the amount at which the financial asset or financial liability is measured at initial recognition;
- ii. less principal repayments;
- iii. plus or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest method; and
- iv. less any reduction for impairment.

The effective interest method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that exactly discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense in profit or loss.

**(i) Financial assets at fair value through profit or loss**

Financial assets are classified at 'fair value through profit or loss' when they are held for trading for the purpose of short-term profit taking, or where they are derivatives not held for hedging purposes, or when they are designated as such to avoid an accounting mismatch or to enable performance evaluation where a group of financial assets is managed by key management personnel on a fair value basis in accordance with a documented risk management or investment strategy. Such assets are subsequently measured at fair value with changes in carrying value being included in profit or loss.

**(ii) Loans and receivables**

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost.

Loans and receivables are included in current assets, except for those which are not expected to mature within 12 months after the end of the reporting period, which will be classified as non-current assets.



**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Accounting Policies (continued)**

**(iii) Available-for-sale financial assets**

Available-for-sale financial assets are non-derivative financial assets that are either not capable of being classified into other categories of financial assets due to their nature, or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments. Available-for-sale financial assets are included in non-current assets, except for those which are expected to be disposed of within 12 months after the end of the reporting period.

**(iv) Financial liabilities**

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost.

**Fair Value**

Fair value is determined based on current bid prices for all quoted investments. Valuation techniques are applied to determine the fair value for all unlisted securities, including recent arm's length transactions, reference to similar instruments and option pricing models.

**Impairment**

At the end of each reporting period, the Company assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether an impairment has arisen. Impairment losses are recognised in profit or loss.

**(v) Derecognition**

Financial assets are derecognised where the contractual rights to receipt of cash flows expires or the asset is transferred to another party whereby the Company no longer has any significant continuing involvement in the risks and benefits associated with the asset. Financial liabilities are derecognised where the related obligations are either discharged, cancelled or expired. The difference between the carrying value of the financial liability, which is extinguished or transferred to another party and the fair value of consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

**(k) EMPLOYEE ENTITLEMENTS**

Provision is made for the Company's liability for employee entitlements arising from services rendered by employees to the end of the reporting period. Employee entitlements that are expected to be settled within one year have been measured at the amounts expected to be paid when the liability is settled. Employee entitlements expected to be settled later than one year have been measured at the present value of the estimated future cash outflows to be made for those benefits. In determining the liability, consideration is given to employee wage increases and the probability that the employee may not satisfy vesting requirements. Those cash outflows are discounted using market yields on national government bonds with terms to maturity that match the expected timing of cash flows. Any change in the measurement of the liability is recognised in the Statement of Profit and Loss and Other Comprehensive Income.

**(l) SUPERANNUATION**

Contributions are made to the superannuation fund nominated by each employee and are charged as expenses when incurred.

**(m) CASH AND CASH EQUIVALENTS**

Cash and cash equivalents include cash on hand, deposits held at-call with banks, other short-term highly liquid investments with original maturities of six months or less, and bank overdrafts. Bank overdrafts are shown within short-term borrowings in current liabilities on the Statement of Financial Position.

**(n) REVENUE**

Registration revenue is recognised in the Statement of Profit and Loss and Other Comprehensive Income at the time of payment.

Grant revenue is recognised in the Statement of Profit and Loss and Other Comprehensive Income when the Company obtains control of the grant and it is probable that the economic benefits gained from the grant will flow to the Company and the amount of the grant can be measured reliably. If conditions are attached to the grant which must be satisfied before it is eligible to receive the contribution, the recognition of the grant as revenue will be deferred until those conditions are satisfied.

When grant revenue is received whereby the Company incurs an obligation to deliver economic value directly back to the contributor, this is considered a reciprocal transaction and the grant revenue is recognised in the statement of financial position as a liability until the service has been delivered to the contributor, otherwise the grant is recognised as income on receipt. Interest revenue is recognised using the effective interest rate method, which for floating rate financial assets is the rate inherent in the instrument. Dividend revenue is recognised when the right to receive a dividend has been established. Revenue from the rendering of a service is recognised upon the delivery of the service to the customers.

**(o) RELATED PARTIES**

Transactions between related parties are on normal commercial terms and conditions no more favourable than those available to other persons unless otherwise stated.

The majority of Directors have paid individual member fees to the Company on behalf of themselves or dependents. These payments are made under the normal terms of the business.

**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Accounting Policies (continued)**

**(p) PROVISIONS**

Provisions are recognised when the Company has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions recognised represent the best estimate of the amounts required to settle the obligation at the end of the reporting period.

**(q) IMPAIRMENT OF ASSETS**

At the end of each reporting period, the Company reviews the carrying values of its assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, is compared to the asset's carrying value. Any excess of the asset's carrying value over its recoverable amount is expensed through profit and loss.

Where the future economic benefits of the asset are not primarily dependent upon the asset's ability to generate net cash inflows and when the Company would, if deprived of the asset, replace its remaining future economic benefits, value in use is determined as the depreciated replacement cost of an asset.

Where it is not possible to estimate the recoverable amount of an asset class, the recoverable amount is estimated of the cash-generating unit to which the class of assets belong.

Where an impairment loss on a revalued asset is identified, this is debited against the revaluation surplus in respect of the same class of asset to the extent that the impairment loss does not exceed the amount in the revaluation surplus for that same class of asset.

**(r) CRITICAL ACCOUNTING ESTIMATES AND JUDGEMENTS**

The Directors evaluate estimates and judgments incorporated into the financial statements based on historical knowledge and best

**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

**(s) ADOPTION OF NEW AND REVISED ACCOUNTING STANDARDS**

The following Standards came into effect from 1st January 2019 for financial years ending 31st December 2019:

Standard	Disclosure
AASB 15 - 'Revenue from Contracts with Customers'	- with no material impact on the disclosures or the amounts recognised in the financial statements
AASB 1058 - 'Income from Not-for-Profit Entities'	- with no material impact on the disclosures or the amounts recognised in the financial statements
AASB 16 - 'Leases'	- Standard has been applied. Refer to note 1(c)

<b>NOTE 2 - REVENUE AND OTHER INCOME</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
<b>Revenue</b>		
Memberships and Affiliation	2,468,340	2,389,849
State Championship Fees	448,869	484,099
State Team Player Contributions	1,120,305	1,054,707
NSW Pride	171,617	-
Sponsorships and Grants	404,459	453,207
Development	726,069	678,258
<b>Total Revenue</b>	<b>5,339,659</b>	<b>5,060,120</b>
<b>Other Income</b>		
Interest Income	27,289	50,765
Other Income	18,381	22,626
<b>Total Other Income</b>	<b>45,670</b>	<b>73,391</b>
<b>Total Revenue &amp; other income</b>	<b>5,385,329</b>	<b>5,133,511</b>

<b>NOTE 3 - OTHER EXPENSES FOR THE PERIOD</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Employee Costs include:		
Salaries, Wages, Contractors & Benefits	1,615,908	1,593,079
Superannuation	145,296	135,318
On costs including taxes paid and workers compensation	88,146	81,168
Employee Leave Provisions	18,800	14,000
Depreciation of non-current assets	132,936	38,597

<b>NOTE 4 - REMUNERATION OF AUDITORS</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Auditing the financial report	13,750	12,600
Other services	100	-

<b>NOTE 5 - CASH AND CASH EQUIVALENTS</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
<b>Current</b>		
Cash on Hand	-	-
Cash at Bank	630,829	603,271
Cash on Deposit	830,000	1,500,000
	<b>1,460,829</b>	<b>2,103,271</b>

Cash at bank earns interest on floating rates based on daily bank deposit rates. Short-term deposits are made for varying periods of between one day and six months, depending on forecast cash requirements. These deposits earn interest at market rates.

**HOCKEY NEW SOUTH WALES LIMITED**  
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**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

<b>NOTE 6 - ACCOUNT AND OTHER RECEIVABLES</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Account & Other Receivables	194,988	112,158
Other	1,828	-
<b>TOTAL</b>	<b>196,816</b>	<b>112,158</b>

***Provision for Impairment of Receivables***

Current accounts receivable are generally on 30-day terms. These receivables are assessed for recoverability and a provision for impairment is recognised when there is objective evidence that an individual account receivable is impaired.

***Credit Risk — Account and Other Receivables***

The Company does not have any material credit risk exposure to any single receivable or group of receivables.

Amounts are considered as 'past due' when the debt has not been settled within the terms and conditions agreed between the Company and the customer or counter party to the transaction. Receivables that are past due are assessed for impairment by ascertaining solvency of the debtors and are provided for where there are specific circumstances indicating that the debt may not be fully repaid to the Company. The balances of receivables that remain within initial trade terms are considered to be of high credit quality.

The Company does not hold any financial assets whose terms have been renegotiated, but which would otherwise be past due or impaired. There are no balances within accounts receivable that contain assets that are not impaired and are past due. It is expected that these balances will be received when due.

<b>NOTE 7 - INVENTORIES</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Merchandise	17,908	-

<b>NOTE 8 - OTHER CURRENT ASSETS</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Prepayments	184,499	55,828
Accrued Income	2,502	20,203
Deposits paid	121,951	74,493
<b>TOTAL</b>	<b>308,953</b>	<b>150,524</b>

<b>NOTE 9 - EQUIPMENT, LEASES AND MOTOR VEHICLES</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
<b>Computer &amp; Office Equipment</b>		
At cost	55,343	51,566
Accumulated depreciation	(35,635)	(18,629)
<b>Total</b>	<b>19,708</b>	<b>32,937</b>
<b>Office Fixtures &amp; Fittings</b>		
At cost	34,550	38,618
Accumulated depreciation	(20,906)	(20,425)
<b>Total</b>	<b>13,644</b>	<b>18,193</b>
<b>Motor Vehicles</b>		
At cost	100,696	100,696
Accumulated depreciation	(45,093)	(26,558)
<b>Total</b>	<b>55,604</b>	<b>74,138</b>
<b>Game Development Equipment</b>		
At cost	55,580	41,100
Accumulated depreciation	(19,414)	(5,558)
<b>Total</b>	<b>36,166</b>	<b>35,542</b>
<b>Leases</b>		
Lease present value	181,524	-
Accumulated depreciation	(75,635)	-
<b>Total</b>	<b>105,889</b>	<b>-</b>
<b>TOTAL EQUIPMENT, LEASES AND MOTOR VEHICLES</b>	<b>231,011</b>	<b>160,810</b>

**HOCKEY NEW SOUTH WALES LIMITED**  
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**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

**NOTE 9 - EQUIPMENT, LEASES AND MOTOR VEHICLES (continued)**

Reconciliation of the movements for each class of equipment, motor vehicles and leases:

	Dec 2019	Dec 2018
<b>Computer &amp; Office Equipment</b>		
Balance at the beginning of the period	32,937	22,220
Disposals	-	-
Additions	7,132	24,379
Depreciation expense	(20,361)	(13,662)
<b>Balance at the end of the reporting period</b>	<b>19,708</b>	<b>32,937</b>
<b>Office Fixtures &amp; Fittings</b>		
Balance at the beginning of the period	18,192	25,769
Disposals	-	-
Additions	-	-
Depreciation expense	(4,548)	(7,576)
<b>Balance at the end of the reporting period</b>	<b>13,644</b>	<b>18,193</b>
<b>Motor Vehicles</b>		
Balance at the beginning of the period	74,138	16,115
Disposals	-	-
Additions	-	70,121
Depreciation expense	(18,534)	(12,098)
<b>Balance at the end of the reporting period</b>	<b>55,604</b>	<b>74,138</b>
<b>Game Development Equipment</b>		
Balance at the beginning of the period	35,542	3,244
Disposals	-	-
Additions	14,481	37,559
Depreciation expense	(13,857)	(5,261)
<b>Balance at the end of the reporting period</b>	<b>36,166</b>	<b>35,542</b>
<b>Leases</b>		
Balance at the beginning of the period	-	-
New Leases	181,524	-
Depreciation expense	(75,635)	-
<b>Balance at the end of the reporting period</b>	<b>105,889</b>	-
<b>Balance at the end of the reporting period</b>	<b>427,693</b>	<b>231,980</b>
<b>Accumulated Depreciation as at end of reporting period</b>	<b>(196,683)</b>	<b>(71,170)</b>
<b>Net Book Value as at end of reporting period</b>	<b>231,011</b>	<b>160,810</b>

Further, the property lease expires on 28 February 2021 and so the majority of the lease (right-to-use) asset will be utilised in 2020.

**HOCKEY NEW SOUTH WALES LIMITED**  
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**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

**NOTE 10 - LIABILITIES**

<b>CURRENT</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Accounts Payable	67,158	147,537
Funding and Grants	76,725	600,625
Income Received in Advance	204,559	183,380
Other Creditors & Accruals	141,809	220,420
Committed Funds	170,668	-
Annual Leave Provision	108,630	84,630
Leases	94,471	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>864,020</b>	<b>1,236,592</b>

Accounts payable are non interest bearing, and for goods and services acquired from within Australia, are normally settled within 30 days.

<b>NON - CURRENT</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Provision for LSL	53,678	58,877
Leases	15,127	-
<b>TOTAL NON CURRENT LIABILITIES</b>	<b>68,804</b>	<b>58,877</b>
<b>TOTAL LIABILITIES</b>	<b>932,824</b>	<b>1,295,469</b>

<b>ANNUAL LEAVE PROVISION</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Opening Balance at the beginning of the period	84,630	75,130
Additional liability raised/(reduced) during the period	24,000	9,500
<b>Closing Balance at the End of the Period</b>	<b>108,630</b>	<b>84,630</b>

<b>LONG SERVICE LEAVE PROVISION</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Opening Balance at the beginning of the period	58,877	54,377
Additional liability raised/(reduced) during the period	(5,200)	4,500
<b>Closing Balance at the End of the Period</b>	<b>53,677</b>	<b>58,877</b>

<b>LEASE LIABILITY</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Opening Balance at the beginning of the period	-	-
Lease Liability commencing during the period	181,524	-
Lease Liability reduced during the period	(71,927)	-
<b>Closing Balance at the End of the Period</b>	<b>109,597</b>	<b>-</b>

<b>LEASE LIABILITY</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Current Lease Liability	94,470	-
Non-Current Lease Liability	15,127	-
<b>Closing Balance at the End of the Period</b>	<b>109,597</b>	<b>-</b>

**HOCKEY NEW SOUTH WALES LIMITED**  
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**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

**NOTE 11 - CASH FLOW INFORMATION**

<b>Reconciliation of cash and cash equivalents</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Cash at Bank	460,161	603,271
Cash on Deposit	830,000	1,500,000
Cash under Commitment	170,668	-
	<b>1,460,829</b>	<b>2,103,271</b>
\$170,668.24, is held under a memorandum of understanding dated 21st June 2019 with the Parramatta Womens Hockey Association and is committed to promote, administer and facilitate the game of hockey.		
<b>Reconciliation of net cash flow from operating activities with Surplus/(Deficit)</b>	<b>Dec 2019</b>	<b>Dec 2018</b>
Surplus/(Deficit) after income tax	51,399	85,519
<b>Non-Cash flows</b> - Depreciation & Profit/Loss on Disposal of Fixed Assets	132,936	38,597
<b>Changes in net assets and liabilities:</b>		
(Increase)/Decrease in account and other receivables	(84,658)	(30,682)
(Increase)/Decrease in inventories	(17,908)	-
(Increase)/Decrease in other assets	(158,429)	(72,470)
Increase/(Decrease) in account and other payables	(472,242)	(505,813)
<b>Net Cash flows generated /(used) in operating activities</b>	<b>(548,901)</b>	<b>(484,849)</b>

**NOTE 12 - EQUITY**

The Company is incorporated under the Corporations Act 2001 and is limited by guarantee. If the Company is wound up, the Constitution states that each member, or within one year after ceasing to be a member, is required to contribute a maximum of \$1 each towards meeting any outstandings and obligations of the Company. At 31st December 2019 the collective liability of members was \$26,935 being 26,935 members at \$1 per member.

**NOTE 13 - RELATED PARTY TRANSACTIONS**

Transactions between related parties are on normal commercial terms and conditions no more favourable than those available to other persons unless otherwise stated.

The majority of Directors have paid individual member fees to the Company on behalf of themselves or dependents. These payments are made under the normal terms of the business.

**NOTE 14 - FINANCIAL RISK MANAGEMENT**

The Company's financial instruments consist mainly of term deposits with banks, short-term and long-term investments, accounts receivable and payable and leases.

**Financial Risk Management Policies**

The Finance and Risk Committee review the overall risk management strategy to ensure that key controls are in place to mitigate inherent and residual risk whilst ensuring the Company achieves overall financial targets whilst minimising potential adverse effects on financial performance. Key controls include investment policy, reserves policy, cashflow forecast regular review and risk management plans.

**Specific Financial Risk Exposures and Management**

The main risks the Company is exposed to through its financial instruments are credit risk, liquidity risk and market risk relating to interest rate risk.

**HOCKEY NEW SOUTH WALES LIMITED**  
**A.B.N. 12 104 263 381**

**Notes to and forming part of the Financial Statements**

*For the year ended 31st December 2019*

**Credit risk**

Exposure to credit risk relating to financial assets arises from the potential non-performance by counterparties of contract obligations that could lead to a financial loss for the Company. The Company does not have any material credit risk exposure.

**Liquidity risk**

Liquidity risk arises from the possibility that the Company might encounter difficulty in settling its debts or otherwise meeting its obligations in relation to financial liabilities. The Company manages this risk by preparing forward looking cash flow analysis in relation to its operational, investing and financing activities, maintaining a reputable credit profile, managing credit risk related to financial assets, only investing surplus cash with major financial institutions and comparing the maturity profile of financial liabilities with the realisation profile of financial assets.

**Market Risk**

**Net Fair Values - Fair value estimation**

The fair values of financial assets and financial liabilities can be compared to their carrying values as presented in the statement of financial position. Fair values are those amounts at which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.



# HOCKEY NEW SOUTH WALES LIMITED

## A.B.N. 12 104 263 381

### Notes to and forming part of the Financial Statements

For the year ended 31st December 2019

#### NOTE 14 - FINANCIAL RISK MANAGEMENT

##### Interest Rate Risk

The Company's exposure to interest rate risk, which is the risk that a financial instrument's value will fluctuate as a result of changes in market interest rates and the effective weighted average interest rates on those financial assets and financial liabilities, is as follows:

	Effective Interest Rate		Floating Interest Rate		Fixed Interest Rate Maturing Within 1 year		Non Interest Bearing		Total	
	Dec 2019	Dec 2018	Dec 2019	Dec 2018	Dec 2019	Dec 2018	Dec 2019	Dec 2018	Dec 2019	Dec 2018
	%	%	\$	\$	\$	\$	\$	\$	\$	\$
<b>Financial Assets</b>										
Cash and Cash Equivalents	2.40	2.10	630,829	603,271	830,000	1,500,000	-	-	1,460,829	2,103,271
Account and Other Receivables							196,816	112,158	196,816	112,158
Other							308,953	150,524	308,953	150,524
<b>Total Financial Assets</b>							<b>505,769</b>	<b>262,682</b>	<b>1,966,598</b>	<b>2,365,953</b>
<b>Financial Liabilities</b>										
Account and Other Payables							932,824	1,295,469	932,824	1,295,469
<b>Total Financial Liabilities</b>							<b>932,824</b>	<b>1,295,469</b>	<b>932,824</b>	<b>1,295,469</b>

##### Net Fair Value of Financial Assets and Liabilities

Cash and cash equivalents and non-interest bearing monetary financial assets and liabilities are shown at their carrying value. There are no other monetary financial assets or liabilities.

##### Estimation of fair values

All financial instruments reflected in the above tables have fair values which have been measured at cost less impairment adjustments.

#### NOTE 15 - CAPITAL MANAGEMENT

Management controls the capital of the Company to ensure that adequate cash flows are generated to fund its operations and programs, and such that returns from investments are maximised. The Finance and Risk Committee ensures that the overall risk management strategy is in line with this objective. The Finance and Risk Committee operates under policies approved by the Board of Directors. Risk management policies are approved and reviewed by the Board on a regular basis. These include credit risk policies and future cash flow requirements. Management effectively manages the Company's capital by assessing the Company's financial risks and responding to changes in these risks and in the market. There have been no changes to the strategy adopted by management to control the capital of the Company since the previous financial report.

#### NOTE 16 - EVENTS AFTER THE REPORTING DATE

There have been no events subsequent to reporting date, which would have a material effect on the information contained in the financial statements of the Company.

#### NOTE 17 - COMPANY DETAILS

The registered office and principal place of business of the Company is  
Level 3, Sydney Olympic Park Hockey Centre, Shirley Strickland Drive, Sydney Olympic Park NSW 2127.

**MEAGHER, HOWARD & WRIGHT**

CERTIFIED PRACTISING ACCOUNTANTS

ABN 42 664 097 441

PARTNERS

K.J. WRIGHT J.P. M.COMM. F.C.P.A.

G. MIDDLETON B.COMM. ACA

FINANCIAL PLANNING

MARK MAYCOCK J.P.

ASSOCIATE

L.J. HOWARD O.A.M. J.P. B Ec. F.C.P.A.

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HOCKEY NEW SOUTH WALES LIMITED

ABN: 12 104 263 381

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF

HOCKEY NEW SOUTH WALES

**Report on the Audit of the Financial Report****Opinion**

We have audited the financial report of Hockey New South Wales Not for Profit (RDR), (the company), which comprised the statement of financial position as at 31 December 2019, the statement of profit or loss, statement of comprehensive Income, statement of changes in equity, and statement of cash flows for the year then ended, notices comprising a summary of significant accounting policies and other explanatory information, and the directors' declaration.

In our opinion, the accompanying financial report of Hockey New South Wales Not for Profit (RDR), is in accordance with the *Corporations Act 2001*, including:

- (i) Giving a true and fair view of the company's financial position as at 31 December 2019 and of its financial performance for the year then ended; and
- (ii) Complying with Australian Accounting Standards - Reduced Disclosure Requirements and the *Corporations Act 2001*.

**Basis for Opinion**

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of Financial Report* section of our report. We are independent of the company in accordance with the auditor independence requirements of the *Corporations Act 2001* and the ethical requirements of The Accounting Professional and Ethical Standards Board's APES 110: *Code of Ethics for Professional Accountants* (the code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We confirm that the independence declaration required by the *Corporations Act 2001*, which has been given to the directors of Hockey New South Wales Not for Profit (RDR), would be in the same terms if given to the directors as at the time of this auditor's report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis of opinion.

**Information Other than the Financial Report and Auditor's Report Thereon**

The directors are responsible for the other information. The other information comprises the information included in the company's annual report for the period ended 31 December 2019, but does not include the financial report and our auditor's report thereon. Our opinion on the financial report does not cover the other information and accordingly we do not express any form of assurance conclusion thereon. In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

**Responsibilities of the Directors for the Financial Report**

The directors of the company are responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards - Reduced Disclosure Requirements and the *Corporations Act 2001* and for such internal control as the directors determine is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

**Auditor's Responsibilities for the Audit of the Financial Report**

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.

- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

  
Ken Wright

  
Date

Meagher Howard & Wright  
Suite 506, 55 Grafton Street Bondi Junction NSW 2022

## MEAGHER, HOWARD & WRIGHT

CERTIFIED PRACTISING ACCOUNTANTS

ABN 42 664 097 441

### PARTNERS

K.J. WRIGHT J.P. M.COMM. F.C.P.A

G. MIDDLETON B.COMM. ACA

### FINANCIAL PLANNING

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## AUDITOR'S INDEPENDENCE DECLARATION UNDER SECTION 307C OF THE CORPORATIONS ACT 2001

TO THE DIRECTORS OF HOCKEY NEW SOUTH WALES LIMITED

ABN: 12 104 263 381

I declare that, to the best of my knowledge and belief, during the year ended 31 December 2019 there have been:

- (i) no contraventions of the auditor independence requirements as set out in the *Corporations Act 2001* in relation to the audit; and
- (ii) no contraventions of any applicable code of professional conduct in relation to the audit.

  
K J Wright FCPA  
Partner  
Meagher, Howard & Wright  
Certified Practising Accountants  
Suite 506  
Level 5, 55 Grafton Street  
Bondi Junction NSW 2022

Dated this

14

day of

February

2020

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# ANNEXURE A

## Amendments to Constitution of the Company

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### EXPLANATORY MEMORANDUM

This Explanatory Memorandum has been prepared for the members of Hockey New South Wales Limited (“**Company**”) to provide information about the items of business to be considered at the Annual General Meeting of members to be held on **Saturday 21 March 2020**.

The resolution is a special resolution which requires a majority of at least 75% of the votes cast by members entitled to vote on the resolution.

This Explanatory Memorandum is an important document and should be read carefully by all members.

### AMENDMENTS TO CONSTITUTION OF THE COMPANY

Following numerous revisions and amendments over many years, the Hockey NSW Board of Directors have identified areas of the current constitution that are inconsistent with the Corporations Act 2001 or do not reflect contemporary good governance principles, resulting in several inconsistencies within the document.

The Hockey NSW Board established a Governance Committee who has undertaken a comprehensive review of the constitution and identified specific amendments required to address the most notable pressing and readily addressable deficiencies with the current Constitution, name inconsistencies with the Corporations Act 2001, certain governance deficiencies, drafting imprecision, cross-referencing errors and other typographical errors.

The Company’s solicitors (Pryor Tzannes & Wallis) have reviewed the work undertaken by the Governance Committee to ensure compliance of the same with the Corporations Act.

### ITEM 1: SPECIAL RESOLUTION

#### AMENDMENTS TO CONSTITUTION OF THE COMPANY

The proposed amendments to the Constitution are set out in marked up form in ANNEXURE B to this ‘Notice of Annual General Meeting’, with the proposed inserted wording being underlined and proposed deleted wording being shown with striking through of the same.

**Amendments to the Constitution of HOCKEY NEW SOUTH WALES limited ("Company")**

To consider and, if thought fit, pass the following motion as a **special resolution**:

**ITEM 1: SPECIAL RESOLUTION**

**AMENDMENTS TO CONSTITUTION OF THE COMPANY**

That with immediate effect, the proposed amendments to the Constitution of the Company set out in ANNEXURE B be approved and adopted.

Issued by order of the Board of Directors:

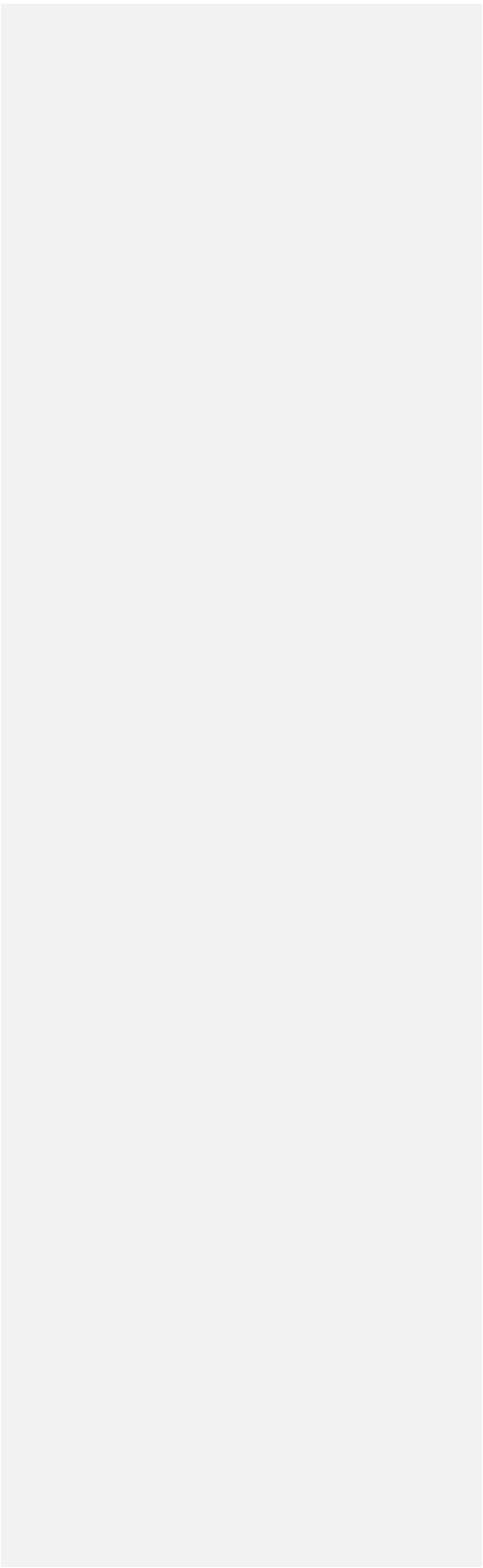


David Thompson  
Company Secretary, Hockey New South Wales Limited  
Dated: 21<sup>st</sup> February 2020

**ANNEXURE B**  
**Amendments to Constitution of the Company**

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**CONSTITUTION**

**OF**

**HOCKEY NEW SOUTH WALES**

**LIMITED**

Updated Version: 29 November 2016  
[Amended: 30 March 2020](#)

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## Corporations Act 2001

## Company Limited by Guarantee

CONSTITUTIONofHOCKEY 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.

~~**“Associate Member”** means a Member who is not a member of any Association who is accepted by the Company as an individual Member and otherwise subject to the provisions of clause 12.~~

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

**“Board ~~of Directors~~”** 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~~person~~”** means the person appointed to chair General M~~ee~~tings and Board m~~ee~~tings of Members in accordance with clause 24.

**“Chief Executive Officer”** means the person appointed by the Board to carry out such duties as the Board determines ~~whether under the title of Chief Executive or otherwise.~~

**“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~~s and an Appointed Directors of Directors.

**"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~~means the year ending 30<sup>th</sup> September in any year.

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

~~**"Geographical Boundary"** means a geographical area identified by reference to lines drawn as boundaries on a map of New South Wales constituting a particular geographical area. For the purpose of this definition, "map of New South Wales" means a map drawn by the Directors, which delineates specified geographical boundaries.~~

**"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.

~~**"Independent Directors"** means Directors appointed by the elected Directors of the Company provided that such Independent Directors have specific skills in commerce, finance, marketing, law, business or government and may be appointed outside of the Company membership.~~

**"Individual Member"** means any ~~p~~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.

~~"Office" means the registered Office for the time being of the Company.~~

**"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.

~~"Person" means a natural person.~~

**"President"** means the person ~~elected~~ appointed in accordance with clause 27.1 and who is ~~entitled to the official chairperson of both General Meetings~~ entitled to the official chairperson of both General Meetings and ~~Directors Board~~ meetings.

**"Privacy RIVACY Laws AWS"** 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 of Members"** means the minimum number of eligible participants that must be in attendance for a meeting to be properly convened 50% plus one of the total number of Association Members entitled to vote who are present at any meeting.~~

**"Register of Members"** means the ~~r~~Register of ~~m~~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, ~~which provisions may be amended from time to time by resolution of the Board of Directors.~~

**"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.

~~**"Secretary"** means the Company Secretary appointed by the Board for such term and on such conditions as it thinks fit.~~

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

~~**"The Regulations"** means such regulations as the Directors adopt from time to time.~~

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

~~“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.~~

## 2. **Interpretation**

~~2.1 In this Agreement, unless otherwise indicated by the context:-~~

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

~~2.12~~ In this Constitution Agreement, 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 Agreement Constitution;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement Constitution;
- (d) where any word or phrase is given a definite meaning in this Agreement 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, ~~or~~ 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; ~~and~~
- (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 ~~Directors 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 ~~a~~Agreement or ~~c~~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 M~~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 M~~members in accordance with the voting procedures under this Constitution;
    - (D) ~~the 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.

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#### 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 ~~m~~Members to an extent at least as great as is imposed on the Company under or by this Constitution.

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~~The such~~ institution or institutions are to be determined by an Ordinary resolution of Members at a Special General Mmeeting 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) Associate Members;~~
- ~~(c)(b)~~ Life Members;
- ~~(d) Directors;~~
- ~~(e)(c)~~ Individual Members; and
- ~~(f)(d)~~ Such other categories as may be created from time to time by the Board

("the Members").

- 12.3 No Association Member, ~~Associate Member~~, Club or Individual Member shall be a member of, or affiliated to, any other hockey organisation without the prior written approval of the ~~Company~~ 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 ~~of Directors~~);
  - (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 ~~Associate Members and Individual Members~~

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

### 13. Admission and Eligibility of Members

- 13.1 The ~~Directors Board~~ may in their absolute discretion admit as a Member any Corporation, Incorporated Body or ~~p~~Person who satisfies such criteria for admission as the ~~Directors 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:

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- (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 of the Company to the Board-Company Secretary at least forty two (42) days/months before any General Mmeeting at which such nominations are to be considered ("the Meeting").
- (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 to the Company 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 Mmeeting-of the Company unless they are a duly appointed Ddelegate 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-Company will pay the Hockey NSW membership subscription-fees for theof each 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 Directors Board may from time to time prescribe. Each application to become a Member shall be considered by the Board Directors at such time and in such a manner as they see fit. The Board Directors shall determine to accept or reject the application. The Board Directors may reject any application without giving any reason.
- 14.2 The Board Directors shall cause to be kept at the registered office of the Company a Register of Members in hard and electronic form which shall record the information required by the Act setting out the full name, address, contact details and category of each Member. 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 its-the Registered Ooffices during normal business hours subject to compliance with all applicable privacy laws.
- 14.4 (a) If the Board Directors 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 Directors from time to time may prescribe as a condition of membership.
- (b) Within 28 days of receiving notice of acceptance from the Board Directors, a member shall pay the Company such subscription-admission fees as the Board Directors determines from time to time.

#### **15. Membership Fees and Subscriptions**

- 15.1 Members shall pay any subscriptions and membership fees in such a manner and within such time as the Board Directors in their-its absolute discretion determines from time to time.

15.2 In addition, where the Company requires further funds for its operation, then the ~~Board Directors~~ may determine to impose levies on the Members which will also be paid in such a manner and within such time as the ~~Board Directors~~ determines.

15.3 In the event that any Member has not paid and the Company has not received payment of any ~~subscription-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 Directors~~.

## 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 ~~t~~The Regulations.

- (b) They shall comply with and observe the Constitution, ~~t~~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 ~~O~~bjects set out in clause 6.
- (d) The Constitution and ~~t~~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, ~~t~~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 ~~t~~The Regulations;
- (b) does not pay the ~~membership fees-or-subscriptions~~ due and owing where such ~~membership fees-and-subscriptions~~ 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 ~~t~~The Regulations; or
- (d) is guilty of any conduct which in the opinion of the ~~Board Directors~~ is such that would adversely affect the interests of the Company;

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

- (i) the ~~Board Directors~~ must give at least 7 days' notice of a ~~Board meeting-of-Directors~~ 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 subscription 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~~A 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~~Members entitled to vote~~ under the Constitution.

## 21. Proceedings at General Meetings~~Generally~~

### 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~~30 April in the following year~~.
- (b) All Members who wish to vote must either attend the meeting at the place and venue determined by the Board Directors or follow the procedure set out in either clause 23A for appointing a proxy or clause 26.9 for submitting an absentee vote.
- (c) The business to be conducted at the Annual General Meeting shall be as follows:-
  - (i) confirm minutes of the previous meeting;
  - ~~(ii) receive and adopt the annual report and statements of account of the previous financial year;~~
  - (iii) elect ~~six~~ Directors in accordance with clause 27.2 of this Constitution;

**Commented [1]:**  
It is the financial report and not the annual report that the Members should receive and consider

- (iii) ~~confirm the appointment of the external auditor where a new auditor has been appointed by the Board since the last Annual General Meeting appoint a qualified Auditor;~~
- (iv) ~~receive a presentation on the Company's activities, finances and strategy review the budget for the current financial year;~~
- (vi) ~~receive and consider and approve the financial report of the previous financial year, including the Directors' report, the financial statements, and the Auditor's report following reports;~~
  - (A) ~~financial;~~
  - (B) ~~Director's;~~
  - (C) ~~Auditor's;~~
- (vii) consider any special business;
- (viii) confer any ~~Honorary~~ 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 Members entitled to attend the meeting must do so at the venue and time determined by the ~~Board Directors~~ or alternatively, follow the ~~postal absentee~~ voting procedure set out in clause 26.9.
- (c) The business to be conducted at ~~the a Special General Meetings~~ shall be to:-
  - (i) confirm minutes of the previous meeting; and
  - (ii) consider any special business.

## 22. **Notice of Meetings**

- (a) ~~(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. The period of notice to be given for an Annual General Meeting or a General Meeting shall not be less than twenty eight (28) days (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) ~~(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 ~~S~~pecial ~~R~~esolution is proposed - set out an intention to propose the resolution and state it;
  - (iv) ~~(iv)~~ if a Member is entitled to appoint a proxy - contain a statement as set out in section 249L of the Act;
 all in a clear, concise and effective manner.
- (d) ~~(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.

- (ed) 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.
- (fe) 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.
- (gf) 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

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- 22A.1 No business shall be undertaken or transacted at any General Mmeeting unless a Qquorum 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: dissolved.
  - (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
  - ~~(a)~~(b) Adjourned, in any other case, to such other day and at such other time and place as the chair may determine.

## 23. Appointment of a Delegatesociation Member Qualification and voting entitlements

In order for an Association Member to be represented at a Company-General Mmeetings 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 ~~("the 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 Rregulations:-
- (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 ~~and at such times~~ as may be prescribed from time to time by the Board, Directors 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

~~(h)~~ If ~~the an~~ Association Member is not able to be represented by its Delegate at a ~~General M~~meeting, it is entitled to appoint ~~another person who is an individual or body corporate member of that Association~~ to be its proxy for the purposes of attending and voting at ~~any General M~~meeting. A proxy appointment must be:

~~(a) provided that any such appointment is~~ in such form as the Board Directors may from time to time prescribe or accept;

~~(b)~~ signed by the proxy appointee confirming that they understand and accept the appointment and agree to be bound by the Constitution and the Regulations;

~~(c)~~ authorised by two officers of the Association Member; and

~~and the Association Member follows the procedure set out in clauses (c) and (e) above. (d)~~ 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.

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### 24. The Chairperson

(a) The President is entitled to be the ~~shall act as~~ Chairperson of every General Mmeeting of Members.

(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 Chairperson 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 Chairperson.

~~(d) The Vice-President shall act as Deputy Chairperson at every meeting if present. If not present, then the Delegates shall elect from the Directors attending, a person to be the Deputy Chairperson.~~

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### 25. Adjournment of Meeting

Where there is a Quorum present and a majority of those Members attending any meeting vote to do so, the Chairperson 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.

### 26. Voting

26.1 At any General Mmeeting a resolution put to the meeting shall be decided on the show of hands and the counting of postal-absentee votes referred to in clause 26.9 unless a poll is demanded by:-

(a) the Chairperson; or

(b) at least ten (10) Delegates of Association Members present.



- 26.2 Unless a poll is demanded, a declaration by the Chair~~person~~ that a resolution has been carried unanimously or otherwise lost and an entry to that effect made in the ~~m~~Minutes, then the ~~m~~Minutes ~~B~~ook of the Company shall be conclusive evidence of the fact, provided the Chair~~person~~ 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 ~~C~~hair~~person~~ 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~~ ~~C~~hair~~person~~ 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 ~~Annual General Meetings and~~ General Meetings.
- 26.7 Each Association Member shall be entitled to the following voting rights:-
- one vote where it has less than two hundred and one (201) registered members;
  - 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 ~~postal-absentee~~ vote provided that any such ~~postal-absentee~~ vote is forwarded in writing on the form approved by the ~~Board Directors~~ 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 ~~postal-absentee~~ vote to be recorded at the commencement of the relevant meeting.

## 27. ~~Directors~~The Board

### 27.1 General Description, Objects and Powers

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

- six (6) ~~Elected~~ Directors elected in accordance with clause 27.2; and
- up to three (3) ~~non-elected Independent Appointed~~ Directors who may be appointed by the ~~E~~lected 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 Directors~~ will appoint from the ~~Directors~~ ~~ir-number~~ a President and Vice-President who shall be elected annually at the next Board meeting after the Annual General Meeting.

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

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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 ~~o~~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 ~~m~~Minutes to be kept of all Members and Directors present at all meetings and the ~~m~~Minutes of such meetings which must be signed by the Chair~~person~~ of the meeting or if not signed, then by the Chair~~person~~ of the next meeting which shall constitute prima facie evidence of the content of the ~~m~~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 the Board and to make such minutes available for inspection at the Registered Offices of the Company as required by the Act.

## 27.2 ~~Election of~~ Directors

27.2.1 ~~A Director may be elected as an~~The election of Elected Directors ~~shall take place~~ 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 ~~candidates' 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.:~~

- ~~(a) posted and displayed in a conspicuous place in the registered Office of the Company for at least fourteen (14) days prior to the Annual General Meeting; and~~
- ~~(b) served on all Members by any of the methods set out in clause 40 at least 14 days prior to the Annual General Meeting.~~

27.2.3 ~~Subject to clause 27.3, all~~ 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 ~~V~~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~~ Vvacancies in accordance with clause 27.7;
- (b) three (3) ~~non-elected Independent 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 ~~V~~vacancy ~~left by a Director~~);
- (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 at least two (2) of the elected Directors must retire each year until after three (3) years, all six (6) original Directors have retired;

~~(c)(a) notwithstanding the foregoing paragraphs of this clause 27.2.5, those Directors:~~

~~who were elected as Directors by 1 December 2014, and would otherwise have retired by 30 November 2017, will retire by 30 April 2018;~~

~~who were elected as Directors by 1 December 2015, and would otherwise have retired by 30 November 2018, will retire by 30 April 2019;~~

~~who were elected as Directors by 1 December 2016, and would otherwise have retired by 30 November 2019, will retire by 30 April 2020,~~

~~and therefore each of those elected Directors will be treated as having been elected for a term of up to three (3) years and five (5) months, and may serve a maximum of three (3) terms totalling nine (9) years and five (5) months;~~

~~(d) elected Directors continue to serve and retire on the same basis as set out in this clause;~~

~~(e) if any Director resigns during their term, it is to be treated as a casual vacancy.~~

27.3 The ~~E~~lected Directors may by a majority vote:

- (a) appoint up to three (3) ~~Directors as non-elected Independent Appointed~~ Directors for a period of up to three (3) years; and
- (b) reappoint any or all of the ~~Independent 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 If any Director retires in accordance with clause 30.2 then that Director shall retain office only until the conclusion of the meeting which elected a successor Director.~~

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

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

27.67 ~~If any casual vacancy shall occur in the Board, the Board Directors shall have the power at any time to appoint any such person to replace fill a Casual Vacancy caused by an the person vacating the office of 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 ~~think 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 ~~Directors Board~~. A committee shall be responsible to, and must report to, the Board including:

- ~~(a) preparation of the Annual Report for presentation to the Annual General Meeting;~~
- ~~(b) ensuring regular reports be made to the Members of its proceedings and of all matters affecting the Company; and~~
- ~~(c) ensuring all acts and things as appear to the Board of Directors necessary for the proper management of the business and affairs of the Company including the appointment and the constitution of such committees as the Board of Directors considers fit.~~

## 29. Board Meetings of Directors

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29.1 All Directors ~~elected or appointed~~ have full equal voting rights. To be clear, the Chair does not have a casting vote.

29.2 The President ~~shall is entitled to~~ be the Chair ~~person~~ of every Board meeting, ~~and of Directors~~. ~~Provided however~~ 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 are not present, then the Directors may choose one of the Directors to chair the meeting.

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- 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 ~~conflict of interest~~ 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 ~~meeting of the~~ 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, a 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 Directors may meet in such a manner and using such technology as ~~a majority of Directors~~ the Board decides and otherwise regulate meetings in such manner as they think fit, subject to this Constitution.

#### ~~29.8 Casting vote for Chairperson~~

~~Subject to the law, in case of an equality of votes the Chairperson of the meeting of Directors will have a second or casting vote.~~

29.~~89~~ The Board Directors shall cause minutes to be made of:-

- (a) all appointments of ~~O~~fficers;
- (b) names of Directors present at all ~~Board m~~meetings ~~of the Directors~~;
- (c) all proceedings at all Board meetings ~~of the Directors~~;

Provided that such minutes be signed by the Chair~~person~~ of the meeting at which the proceedings were held or by the Chair~~person~~ of the next succeeding meeting, and such minutes shall be prima facie evidence of all matters contained therein.

29.~~910~~ 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.~~104~~ 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 ~~c~~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. ~~Subject to the Act, a Director may be suspended or removed from office provided that the following procedure is followed:-~~

~~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.~~

- ~~(a) A special resolution passed at a meeting of the Directors provided that no Director may be suspended unless:-~~
  - ~~(i) the Director has in the opinion of at least 75% of the Directors meeting, been guilty of misconduct or conduct prejudicial to the interest of the Company; and~~
  - ~~(ii) the Director has been given at least 14 days prior notice in writing of the special resolution to move for the suspension of the Director from office; and~~
  - ~~(iii) the Director has been given notice requesting the Director's attendance at the meeting and the Director has been given an opportunity to be heard on the motion prior to any motion being put to the meeting.~~
- ~~(b) Any Director removed or suspended has a right of appeal to the Appeals Committee and the provisions of clause 41 shall apply.~~

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 Directors voting unanimously.

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

### 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. The Chief Executive shall be appointed by the Board for such terms and on such conditions as it thinks fit, provided that it records the terms and conditions of the appointment in the minutes of the meeting at which the Chief Executive is appointed and permits access to all Members of these minutes.~~

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 ~~of Directors~~;
- (b) as far as practicable attend all Board meetings and Members meetings; and
- ~~(c) prepare the notice of and agenda for all Board meetings and all Members meetings;~~
- ~~(d) ensure that minutes of the proceedings of all Board and Members meetings are prepared and recorded;~~
- ~~(e)~~ (c) regularly report to the Board on the activities of, and issues relating to, Hockey the Company, New South Wales with particular reference to strategic planning, and be the Company Secretary of the Company.

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Have removed the reference to accessing the minutes because that is covered by a general access clause 27.1(k)

### 32. Company Secretary

~~31.3—The Chief Executive has power to perform all such things as appear necessary or desirable for the proper and effective management and administration of the Company.~~

~~The role of Company Secretary shall at all times be filled. The Board shall appoint, or may delegate to the CEO to appoint, a person to hold that office or the CEO shall hold that office themselves, 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.~~

~~31.4—The Chief Executive may employ such staff as are deemed necessary from time to time in consultation with the Board.~~

### 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 ~~his/her~~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 ~~c~~Contract of ~~i~~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 ~~his/her~~their duties as an Officer of the Company or its subsidiary~~ies~~.

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

### 33. Financial Year

~~The financial year of the Company shall commence on 1 January in each year and shall end on 31 December in the same year.~~

### 34. Seal

The ~~Board Directors~~ shall provide for the safe custody of the Seal, ~~if any~~, which shall only be used by the authority of the ~~Board Directors~~ or of a committee of ~~Directors the Board~~ authorised by the ~~Board Directors~~ on its behalf and every instrument to which the Seal is

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affixed shall be signed by a Director and shall be countersigned by the Company Secretary or by a second Director ~~or by some other person appointed by the Directors for the purpose.~~

### 35. Execution without a Seal

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

### 36. Accounts, Audits and Records

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

36.2 The said accounting and other records shall be kept in the care and control of the Chief Executive Officer at the registered Office of the Company or at such other place as the Directors think fit and shall be available for inspection as required by the Act ~~and shall at all times be open to inspection by the Members.~~

36.3 A copy of the financial report for the ~~last 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 of the Company's Members~~ with the notice for the meeting as required by law. ~~At the Annual General Meeting in each year, the Directors will table for the meeting financial reports for the last financial year.~~

**Commented [3]:**  
This is a repeat of 21.1(c)(ii)

### 37. Auditor

37.1. A properly qualified auditor shall be appointed by the ~~Board Directors~~ 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 ~~r~~Registers to be kept:-

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

### 39. Regulation By Laws

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- (a) The Board may, by itself or delegation or committee draft, approve, issue, interpret and amend such ~~Rby laws, regulations and policies~~ for the proper advancement, management and administration of the Company, the purpose of the Objects as it thinks necessary or desirable. Such ~~Rby laws, regulations and policies~~ must be consistent with this Constitution. In the event that there is any inconsistency between such ~~Rby laws, regulations, policies~~ and the Constitution to the extent of the inconsistency, the Constitution shall prevail.
- (b) All ~~By Laws~~ Regulations made under this clause shall be binding on the Company and Members.



~~(c) All By-Laws, Regulations and policies of the Company in force at the date of the approval of this Constitution under the Act insofar as such By-Laws, Regulations and policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be By-Laws under this clause.~~

(cd) Amendments, alterations, interpretations or other changes to ~~By-Laws~~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 facsimile to the facsimile number nominated by the Member or person for the purpose of serving notices on the Member or person;~~

(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 ~~c~~ourt 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 ~~the State of~~ 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 manager Secretary or other Officer~~ 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 ~~facsimile and~~ electronic transmission**

Any notice sent ~~by~~ 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.

~~(i) facsimile transmission will be deemed to have been served on receipt by the Company of a transmission report confirming successful transmission;~~

~~(ii) electronic transmission will be deemed to have been served on receipt by the Company of a report indicating that the electronic transmission has been 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 ~~by mechanical or other means, 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 ~~or Director~~ is suspended or terminated pursuant to clauses 17 or 30, then the Member ~~or Director~~ 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 ~~or Director~~ 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 ~~a~~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 ~~a~~Appellant the right to be heard in such manner as it in its absolute discretion sees fit;
- (d) once the ~~a~~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 ~~a~~Appellant and to the Board ~~of Directors~~;
- (f) if the appeal is upheld, then the Appeals Committee must inform the Board ~~of Directors~~ 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 ~~or Director~~.

**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.

## 2. 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].

# ANNEXURE C

## Amendments to Constitution of the Company (Non-Insignificant Changes Only)

	Current constitution	Explanation of the changes	Proposed new wording where change considered significant enough to warrant showing
<b>1</b>	<b>Definitions</b>		
	<p><b>"Individual Member"</b> means any Person who is a member of an Association Member and who otherwise complies with the provisions of clause 12.3.</p>	<p>The current wording requires individual members to be a member of an Association Member. In practice, there are circumstances, though uncommon, such as non-playing accredited officials at an elite state level, where they are admitted as Members directly with the Company.</p>	<p><b>"Individual Member"</b> 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.</p>
<b>12</b>	<b>Membership</b>		
12.2	<p>Membership of the Company shall be divided into the following categories:-</p> <ul style="list-style-type: none"> <li>(a) Association Members;</li> <li>(b) Associate Members;</li> <li>(c) Life Members;</li> <li>(d) Directors;</li> <li>(e) Individual Members; and</li> <li>(f) Such other categories as may be created from time to time by the Board ("the Members").</li> </ul>	<p>The 'Associate Member' category has been removed as there are no members. Rather than have an unused member category in the constitution, it is considered more appropriate to delete the category and have the Board use its power to create a new category at a later date if required</p> <p>Directors have been removed as a category of members as while the Directors serve as a member of the Board, they are not required to be members of the Company.</p>	<p>Membership of the Company shall be divided into the following categories:</p> <ul style="list-style-type: none"> <li>(a) Association Members;</li> <li>(b) Life Members;</li> <li>(c) Individual Members; and</li> <li>(d) Such other categories as may be created from time to time by the Board</li> </ul> <p>("the Members").</p>
12.3	<p>No Association Member, Associate Member, club or Individual Member shall be a member of, or affiliated to, any other hockey organisation without the prior written approval of the Company.</p>	<p>Changed 'approval of the Company' to 'approval of the Chief Executive Officer', to clarify arrangements for how an individual member could seek permission to play for another organisation.</p>	<p>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.</p>



	Current constitution	Explanation of the changes	Proposed new wording where change considered significant enough to warrant showing
<b>13</b>	<b>Admission and Eligibility of Members</b>		
13.3		Included header for clarity	For Life Membership:
	(b) A candidate for an election as a Life Member must be nominated by two members of the Company to the Board at least two months before any meeting at which such nominations are to be considered ("the Meeting").	<p>The current wording means that the Life member nominations must be received 2 months before the date of a meeting when at that time they have not yet been told what the date of the meeting will be. Amended to 42 days before the meeting to align with submission deadlines for Director nominations and submission of matters to be considered at the meeting</p> <p>Corrected that submissions are to the Company Secretary to align with other submissions</p>	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.
<b>14</b>	<b>Application and Records of Membership</b>		
14.2	The Directors shall cause to be kept at the registered office of the Company a register of Members in hard and electronic form setting out the full name, address, contact details and category of each Member.	<p>Amended to allow for the register to be maintained electronically (specifically allowing for revolutionise).</p> <p>Amended to note that the minimum contents of the register are set by law and that there are privacy laws that must be complied with in maintaining the register</p>	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.
<b>20</b>	<b>Members Meetings</b>		
20.2	A Company Secretary shall convene a general meeting upon a written request signed by at least 5% of Members entitled to vote under the Constitution.	<p>Changed 'general meeting' to Special General Meeting' as this is a defined term</p> <p>Changed '5% of Members entitled to vote' to '5% of the total number of votes' to align with the requirements of the Act</p>	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.
<b>21</b>	<b>Proceedings at Meetings Generally</b>		<b>Proceedings at General Meetings</b>
21.1	<b>Annual General Meetings</b>		

	Current constitution	Explanation of the changes	Proposed new wording where change considered significant enough to warrant showing
	(a) The Annual General Meeting shall be held no later than 30 April in the following year.	Amended the wording to set the same effective time limit but without referring to a specific date	(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 Members who wish to vote must either attend the meeting at the place and venue determined by the Directors or follow the procedure set out in clause 26.9.	Correcting that this clause purporting to set out the methods by which a Member could vote, did not refer to appointing a proxy. And with the inclusion of an additional clause reference, I added a descriptor for each to avoid confusion	(b) All Association Members who wish to vote must either attend the meeting at the place and venue determined by the Board or follow the procedure set out in either clause 23A for appointing a proxy or clause 26.9 for submitting an absentee vote.
	(c)(iii) elect six Directors in accordance with clause 27.2 of this Constitution;	Corrected the reference to the number of Directors to be elected in a General Meeting	(ii) elect Directors in accordance with clause 27.2 of this Constitution;
	(c)(iv) appoint a qualified Auditor;	Correcting the error where the constitution currently refers to both the Board (clause 37) and the Members (this clause) appointing the auditor. The Members have the right to remove the auditor	(iii) confirm the appointment of the external auditor where a new auditor has been appointed by the Board since the last Annual General Meeting;
	(c)(v) review the budget for the current financial year;	Have expanded the scope of the presentation to Members to cover not just the budget, but the finances in general as well as strategy and operational matters.	(iv) receive a presentation on the Company's activities, finances and strategy;
	(c)(vi) consider and approve the following reports;  (A) financial;  (B) Director's;  (C) Auditor's;	The Members are not required to 'approve' the financial report and it has in fact already been signed by the time they get it. Then reworked the bullet list since they all are presented in a single document anyway	(v) receive and consider the financial report of the previous financial year, including the Directors' report, the financial statements, and the Auditor's report;
<b>22</b>	<b>Notice of Meetings</b>		
		The constitution currently refers to the period of notice of General Meeting being 28 days. But that is not entirely correct. Current practice is for the Members to be given much more notice than that. It is the 'Notice of Meeting' that must be	(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

	Current constitution	Explanation of the changes	Proposed new wording where change considered significant enough to warrant showing
		distributed the set number of days before the meeting, which is different to a period of notice. Have documented the current practice of distributing a preliminary notice 60 days out from a meeting, which then sets the deadline by which Members must lodge submissions for the meeting with the Company Secretary	the planned date, place and time of the meeting, and shall also invite Association Members to submit: business they would like brought before the Annual General Meeting using a Notice of Motions; nominations for the Elected Director positions; and proposed nominations for Life Members using a Life Membership Nomination form.
	(a) The period of notice to be given for an Annual General Meeting or a General Meeting shall not be less than twenty-eight (28) days (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).	Changed the minimum 28 days notice to 21 days notice to align with the Act and to reduce the risk of non-compliance with the tight deadlines	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).
		Added wording to note that the Board may also identify matters to be included on an agenda for a General Meeting. This in part counters the Directors being removed as Members.	(h) Special business may also include matters that the Board has determined to include on the agenda.
<b>23</b>	<b>Association Member Qualification and voting entitlements</b>	Changed header to better describe content of the clause	<b>Appointment of a Delegate</b>
	(e) following the appointment, the written notice of such appointment must be lodged with the Company in such manner and at such times as may be prescribed from time to time by the Directors;	Added words to note the 7 day before meeting deadline that is currently used in practice.  Specified that for the form to be lodged with the Company it shall be lodged with the Company Secretary	(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.
<b>23A</b>			<b>Appointment of a Proxy</b>
	(h) if the Association Member is not able to be represented by its Delegate at any meeting, it is entitled to appoint another person who is a member of that Association to be its proxy for the	Separated the appointment of a proxy from the appointment of a Delegate.	If an Association Member is not able to be represented by its Delegate at a General Meeting, it is entitled to appoint an individual or body corporate to be its proxy for the

	Current constitution	Explanation of the changes	Proposed new wording where change considered significant enough to warrant showing
	purposes of attending and voting at any meeting provided that any such appointment is in such form as the Directors may from time to time prescribe or accept and the Association Member follows the procedure set out in clauses (c) and (e) above.	Amends requirement from proxy needing to be a fellow member to being any individual or body corporate in accordance with the Corporations Act  Separate clause improves clarity and corrects that the proxy appointment must be accepted by the proxy appointee and not by the Delegate	purposes of attending and voting at a General Meeting. A proxy appointment must be: (a) in such form as the Board may from time to time prescribe or accept; (b) signed by the proxy appointee confirming that they understand and accept the appointment and agree to be bound by the Constitution and the Regulations; (c) authorised by two officers of the Association Member; and (d) 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.
<b>27</b>	<b>Directors</b>	Follow on = Directors to Board	<b>The Board</b>
27.1	<b>General Description, Objects and Powers</b>		No change
	A person who is an office bearer of an Association Member is not eligible to be a Director of the Company.	Amended to also cover persons serving as 'ordinary board members' as opposed to only office bearers of an Association Member which are different terms under the Incorporated Associations Act of NSW.  Extended to cover serving the same roles at a Club.	A person who holds an Official Position with an Association Member or Club is not eligible to be a Director of the Company.
27.2	<b>Election of Directors</b>	Amended to match defined term	<b>Elected Directors</b>
27.2.2	The Secretary shall cause a list of the candidates' names in alphabetical order, together with the proposer's name to be:  (a) posted and displayed in a conspicuous place in the registered Office of the Company for at least fourteen (14) days prior to the Annual General Meeting; and  (b) served on all Members by any of the methods set out in clause 40 at least 14 days prior to the Annual General Meeting.	Changed requirement from posting the information up in the HNSW offices to posting onto the HNSW website Changed to requirement to distribute the information 14 days before the meeting to distributing it with the Notice of Meeting, both simplifying the meeting preparation process and giving members longer to consider the information before the meeting	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.

	Current constitution	Explanation of the changes	Proposed new wording where change considered significant enough to warrant showing
27.5	The Directors shall appoint a President and Vice-President from amongst the elected Directors who shall be the Office Bearers of the Company.	Removed the word 'elected' to align with clause 27.1 which refers to the roles being appointed from any director position	27.4 The Board shall appoint a President and Vice-President from amongst the Directors who shall be the Office Bearers of the Company.
27.7	If any casual vacancy shall occur in the Board, the Directors shall have the power at any time to appoint any such person to replace the person vacating the office of Director.	Clarified that the casual vacancy relates only to the Elected Director positions	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.
<b>29</b>	<b>Meetings of Directors</b>	<b>Follow on = Directors to Board</b>	<b>Board Meetings</b>
29.2	The President shall be the Chairperson of every meeting of Directors. Provided however if the President is not present within 15 minutes after the time appointed to hold the meeting, the Vice-President shall chair the meeting. If both are not present, then the Directors may choose one of the Directors to chair the meeting.	Amended wording to align with clause for chairing a General Meeting which more clearly sets out the process where the President/Vice-President is not in attendance.	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.
29.6	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.	This clause was inconsistent with a requirement in clause 30.2 for a unanimous vote of the Board. Wording here amended to allow for varying voting requirements.	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.
29.8	<b>Casting vote for Chairperson</b>		
	Subject to the law, in case of an equality of votes the Chairperson of the meeting of Directors will have a second or casting vote.	<p>Removed the reference here to the Chair having a casting vote in a Board meeting. Replaced with reference in clause 29.1 confirming that the Chair does not have a casting vote.</p> <p>This is a governance issue protecting members.</p> <p>Votes taken at board meetings should be passed by a majority of directors and not be subject to a casting vote. This principle is based on the premise that if a majority</p>	Removed

	Current constitution	Explanation of the changes	Proposed new wording where change considered significant enough to warrant showing
		cannot agree on an issue then the issue should be further discussed or forfeited	
<b>30</b>	<b>Suspension, Removal and Vacation of the Office of Director</b>		
30.1	<p>Subject to the Act, a Director may be suspended or removed from office provided that the following procedure is followed:-</p> <p>(a) A special resolution passed at a meeting of the Directors provided that no Director may be suspended unless:-</p> <p>(i) the Director has in the opinion of at least 75% of the Directors meeting, been guilty of misconduct or conduct prejudicial to the interest of the Company; and</p> <p>(ii) the Director has been given at least 14 days prior notice in writing of the special resolution to move for the suspension of the Director from office; and</p> <p>(iii) the Director has been given notice requesting the Director's attendance at the meeting and the Director has been given an opportunity to be heard on the motion prior to any motion being put to the meeting.</p> <p>(b) Any Director removed or suspended has a right of appeal to the Appeals Committee and the provisions of clause 41 shall apply.</p>	<p>The current constitution is worded such that the Directors may remove another director.</p> <p>However, it is a breach of the Corporations Act for the directors of a public company to remove another director. Conversely, there is a right under the Corporations Act (which cannot be negated by or under a Constitution) for members of a public company such as Hockey NSW to remove a director by ordinary resolution in general meeting.</p> <p>And so the wording has been amended to align with the Act.</p>	<p>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.</p> <p>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.</p>
30.3	Any such removal or vacation of office of a Director shall be deemed to constitute a casual vacancy.	Clarified that the casual vacancy relates only to Elected Directors	Any such removal or vacation of office of an Elected Director shall be deemed to constitute a Casual Vacancy.
<b>31</b>	<b>Chief Executive</b>		
31.1	The Chief Executive shall be appointed by the Board for such terms and on such conditions as it	Have amended the wording to clarify that the Board has full authority over the	The Board shall appoint a Chief Executive Officer who shall hold office on the terms and conditions and with the

	Current constitution	Explanation of the changes	Proposed new wording where change considered significant enough to warrant showing
	thinks fit, provided that it records the terms and conditions of the appointment in the minutes of the meeting at which the Chief Executive is appointed and permits access to all Members of these minutes.	delegation of powers to the CEO and that, at all times, the CEO is answerable to the Board. Removed the wording here regarding access to the minutes as this is covered by the general access to minutes provided under clause 27.1(k)	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.
<b>32</b>		Added. Refer next row	<b>Appointment of Company Secretary</b>
		The Company Secretary is an important role under this constitution having several tasks allocated to the responsibility of the role. Because of that importance the role must at all times be filled. To counter the removal of the clause mandating that the CEO be the Company Secretary, this clause has been added.	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 that 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.



# Life Member - nominations

Gretchen Gamble by NSBHA  
Marilyn Brown by SEHA

*AGM: 21<sup>st</sup> March 2020*



**Life Member of Hockey NSW  
Nomination for Gretchen Gamble  
Northern Sydney & Beaches Hockey Association Inc**

Gretchen Gamble has provided decades of outstanding service to hockey for Club, State and Australia through many aspects of the game – playing, selecting, managerial and other off field official duties.

Gretchen originally started her hockey career as a player in Newcastle in the late 1970's in her university days before moving to Sydney. She joined Glebe Women's Hockey Club in 1984 and became a committee member in 1989 as Vice President. In 1990, Gretchen also played women's masters hockey for North Shore Women's Hockey Association. She played hockey for both Glebe and North Shore women's masters until retiring in 2008.

Since the late 1980's Gretchen has been a committed and dedicated off field official serving Glebe Women's Hockey Club (now Glebe District Hockey Club), Women's Masters for Northern Sydney and Beaches Hockey Association (NSBHA), Hockey NSW and Hockey Australia as noted below:

**Glebe Women's Hockey Club** - Committee member from 1989 serving as Vice President until 1991.

**NSBHA** - Gretchen has been both a selector and team manager for NSBHA (formerly North Shore Women's Hockey Association) for the women's masters teams since 2011 and continues in these roles today.

**Hockey NSW** – Gretchen was Convenor of Hockey NSW Women's Masters Committee from 2000 until 2003 and again in 2016.  
She was a Committee member of the NSW WM Committee from 2000 until her retirement in 2018.

Gretchen has been Manager of various NSW Women's Masters state teams for 17 years serving from 2003 until 2019. More recently, Gretchen has been appointed Manager of the o45s NSW team for the Nationals in 2020.

**Hockey Australia** – Gretchen has been Manager of various Australian Women's Masters teams for 10 years from 2010 until 2019.

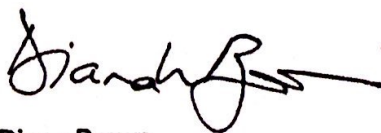
**Awards** – Gretchen's dedication to Hockey has been recognised over the years with the following awards:

HA National Service Award – 2010 – for service to NSW State Hockey

Green and Gold Club – awarded membership in 2019 for 10 years representing Australia at Women's Masters (OFP).

Di Cubbin Award – 2019 – awarded to Off Field Person who has exhibited the highest standard of dedication to NSW Women's Masters state teams.

It gives us enormous pleasure to nominate Gretchen Gamble for Life Member of Hockey NSW as she has demonstrated outstanding service and dedication to all aspects of hockey at Club, State and Australian level. Her commitment and passion for serving hockey is truly remarkable, especially more than 17 years of service to NSW Women's Masters Hockey.



Diana Brown  
Secretary  
Northern Sydney & Beaches Hockey Association



Kim Dunkin  
Convenor  
Northern Sydney & Beaches Hockey Association  
Women's Masters

Date: 6 February 2020



### ***Profile Marilyn Brown***

Marilyn Brown has been heavily involved in hockey within Hockey NSW since the early 1970s to present day, especially in her devoted service to umpiring and officiating. During this time she has contributed hugely the former Eastern Districts Women's Hockey Association (EDWHA) and the current Sydney East Hockey Association (SEHA), to Hockey NSW (HNSW) as well as Hockey Australia (HA) at championships.

Marilyn attained her Australia A badge in 1993 - acknowledged by EDWHA via a presentation trophy. She was also the recipient of the EDWHA Betty Timms umpire of the year award in 1997 and 2005.

Marilyn played hockey for various clubs finishing her playing career for St George District Women's HC playing ED1 and EDWHA Masters around 2005/6.

However, as an umpire, Marilyn umpired masters before she was eligible to play.

She represented HNSW masters several times (as player/umpire) but in 2005 all states were advised that umpires could not be players and Marilyn chose to focus on umpiring.

Marilyn has attended all HNSW Masters State Championships since their inception in 1985 – with 2018 being the one exception as she was in Spain umpiring at the Masters World Cup.

In 2015, although Marilyn was appointed as an Assistant Umpires Manager (AUM), she was given a Special one-off umpiring appointment as part of HA Women's Masters Nationals' 30th anniversary celebration at Brisbane - 2015.

2015 was also when SWHL acknowledged her contribution to SWHL hockey (opens and masters) with special presentation SWHL Service Award at the Lorretta Dorman evening in Oct 2015

Marilyn received the HA Service Award in 2010 – when they were first introduced, i.e.

#### **Award for Outstanding Contribution to Australian Women's Masters Hockey**

Awarded for significant and outstanding contribution to Women's Masters Hockey at the national or international level for at least **ten** years, (not necessarily consecutive years).

#### **Excerpt from HAWM 2011 Annual Report**

"In 2010 Marilyn Brown (NSW) retired from her position as National Championship Coordinator after a 7 year term on the Committee. Australian Women's Masters extend our sincere thanks and appreciation to Marilyn for her work and efforts during that time".

Marilyn has also attended HNSW Open Women's State Champs continuously since 1985 as an umpire, umpire's assistant coach, umpire coach and assistant umpire manager. Most recently as an umpire coach in 2019 in Bathurst. Marilyn's final year of umpiring at Open Women's was 2017 representing 32 years of contributions to our sport and HNSW.

Marilyn received the 2010 HNSW Community Official of the Year for her outstanding contributions to officiating in EDWHA, SWHL and HNSW.

Marilyn umpired SWHL div 1 for many years and then div 2 for a couple of seasons. Recently she has provided coaching/mentoring to young up and coming SWHL umpires for several clubs. She also has been the speaker at various umpiring information session for juniors. She is always willing to discuss any technical aspects of umpiring with anyone who has questions.

Marilyn has served on Judiciary committees in EDWHA and SEHA and SWHL. She brings a wealth of knowledge and common sense to all hearings and has an advanced sense of fair play.

Marilyn has devoted much of her spare time and annual leave to playing and officiating our amazing sport. She continues to be a strong contributor to officiating at all levels in NSW and is a highly respected Umpire Manager, Umpire Coach and Umpire.

Marilyn continues to serve our HNSW umpiring community in 2020.

SEHA nomination to Hockey NSW Life Member - Marilyn Brown



# Board - nominations

Allison Yeoland  
Craig Colvin

*AGM: 21<sup>st</sup> March 2020*

# ALLISON YEOLAND

## PROFESSIONAL PROFILE

Allison Yeoland (nee Lippey) an ex-Hockeyroo, is a successful, results oriented CFO, business partner and leader. Allison's success was heavily influenced by her time in the Australia Women's Hockey team under inspiring coach, Ric Charlesworth. Allison's hockey achievements were recognised when she was inducted into the Hunter Region Sporting Hall of Fame in 2016. Allison is a Fellow of CPA and a Graduate of the Australian Institute of Company Directors.

Allison is a proud Mum of 2 boys who both play hockey for Mosman Hockey Club & Northern Sydney & Beaches HA, so has recent experience of hockey in NSW at the grass roots level which is her passion and focus. She has recently returned to playing and in 2019 represented NSW in the O45's Masters Team at the Womens Masters Australian Championships at the Gold Coast. After so many people helped Allison throughout her hockey career, Allison is motivated to give back to this great sport; hence why she has nominated for a position on the Hockey NSW Board with a focus on grass roots hockey and governance.

Allison has an understanding of hockey across all levels: from the grass roots to professional. Starting in Newcastle at 5 years old, Allison represented both NSW and Australia at all age groups (at the time): U16, U18, U21 and Opens. Allison also has vast international experience playing a season with several German National players at Klipper Hamburg, a season at the exclusive HCG in Holland where she played along the Dutch captain and was coached by Paul van Ass, who went on to coach the Dutch Mens team. Allison also spent a season in France when she was appointed Female Head Coach of Racing Club de France. At Racing, Allison was responsible for the development of female indoor and outdoor hockey across the club from junior programs to player/coach of the first division side.

After Holland, Allison focused on her career as an accountant. Allison major career achievement was at Secure Parking in the role of CFO. Allison led the business's transformation, evolution and growth from a small entrepreneurial family run business valued at \$5 million to global enterprise which sold in 2017 for more than \$150 million. Allison's achievements were honoured being a Finalist for the Telstra Business Women's Awards 2017 and named Finance Team of the Year by Australian Financial Review CFO Dealbook awards in 2011. Allison served on the CPA Divisional Council, which, like NSW Hockey Board, is a position elected by member. Currently Allison is CEO of Parking Asset Advisory, a parking consultant company which specialises in helping Owners of large commercial and retail parking assets increase the value of their parking assets.



**2017 NSW Finalist**

Recognising outstanding women in business

## **Nomination: Director of Hockey New South Wales (HNSW)**

CRAIG COLVIN - Manning Valley Hockey Association (MVHA)

### Platform for Standing for Election:

I would welcome the opportunity to continue to build on the development and sustainability of hockey in rural and metropolitan areas across NSW. I have a passion to be an advocate for you and to see:

- HNSW and member Associations develop best practice sustainable models
- Progress on a strategic approach to development of Hockey across NSW
- Better consultation with members on the development of Hockey across NSW
- An undertaking to engage, support and encourage and upskill volunteers across the state
- And foster improved communication between Board and Associations.
- The sport we love be more accessible and affordable

I believe my experience and knowledge within a Hockey Association management role supports my deep understanding of the requirements as a Director of HNSW to be able to faithfully serve the membership. I am passionate about hockey and will use my professional and communication skills to be an advocate for the members and hockey family as a whole.

### Background and Experience in Hockey

I have had the privilege of being on the Board of Hockey NSW for the last three years and in the last eighteen months in the role of President. I have visited many Associations during this time and I believe that we need to work together to achieve growth within associations and trial different ideas to achieve this. I have listened to you all on different matters that effect your associations and I'm here to help your association to achieve your goals and to ameliorate your concerns.

I'm a confident person with a pleasant easygoing nature. I, along with my two adolescent children, currently live in the Manning Valley. My family is passionate about hockey and all play and support MVHA and school teams respectively.

My interest in hockey management commenced at an individual club level, progressing to substantial positions within the Manning Valley Hockey Association (MVHA), namely MVHA President (2012 – 2016), MVHA Board Director (2007-2011) and MVHA Secretary: Men's Sub Committee (2007-2011)

During MVHA Presidency my role included:

- Complete restructure and governance of the MVHA business component to align with HNSW
- Enhanced development of local hockey utilising local community consultation including schools
- Development of ongoing financial arrangements and loan applications for turf enhancements resulting in minimisation of significant debt during 2014-2016
- Successfully secured funding for a third turf & clubhouse extensions.
- Developed sustainable business and financial arrangements in consultation with local, state and federal government bodies

In addition, I have pursued community positions within the Manning Valley and Great Lakes area:

- Chairperson of Taree Recreation Grounds- 2009- currently
- Chairperson of the Mid Coast Council Sporting Body – 2016-currently

### Business and Professional Skills

- ❖ Diploma of Information Technology - 2000
- ❖ Diploma of Information Technology Networking - 2000
- ❖ Director of the Colvin Group - 2005