



**JUDO FEDERATION OF AUSTRALIA (NSW)  
INCORPORATED**

# **CONSTITUTION**

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## **PART 1 - PRELIMINARY**

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### **1. NAME**

- 1.1 The name of the organisation is the Judo Federation of Australia (NSW) Incorporated, herein after referred to as 'Judo NSW'. Judo NSW, with Board approval, may adopt a trading name without affecting the powers or interpretation of this Constitution.

### **2. DEFINITIONS**

- 2.1 Defined terms used in this Constitution have the meaning set out in Appendix A.

### **3. OBJECTS**

- 3.1 The Objects of Judo NSW shall be to:
- a) adopt and exercise the Sporting Power as the Member State for Judo in NSW and act as the sole NSW affiliated member of IJF judo;
  - b) conduct, encourage, promote, advance, control and manage all levels of Judo in NSW interdependently with Members and others;
  - c) adopt, formulate, issue, interpret and amend Policies for the control and conduct of Judo in NSW;
  - d) encourage the provision and development of appropriate facilities for participation in Judo;
  - e) maintain and enhance standards, quality and reputation of Judo for the collective and mutual benefit and interest of Members and Judo;
  - f) promote the sport of Judo for commercial, state government and public recognition and benefits;
  - g) be the only body entitled to prepare and enter NSW teams in national Judo Australia competitions and championships;
  - h) promote, control, manage and conduct Judo events, competitions and state championships;
  - i) have regard to the public interest in its operations; and
  - j) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

### **4. JUDO NSW POWERS**

- 4.1 Judo NSW has all the powers:
- a) of an individual;
  - b) of an incorporated association;
  - c) granted under this Constitution; and
  - d) granted under the Associations Incorporation Act 2009 (the Act),
- all of which must only be used to carry out the Objects of Judo NSW.

### **5. SAVINGS, TRANSITIONAL AND CONTINUING PROVISIONS**

- 5.1 This Constitution supersedes the previous Constitution.

#### **By-Laws and Regulations Repealed**

- 5.2 All Judo NSW By-laws and Regulations in existence prior to the Commencement Date are repealed and no longer have any force or effect.

## **Board to Continue**

- 5.3 The Directors in office immediately before the Commencement Date will continue to hold office from the Commencement Date and will be deemed the Directors comprising the Board until their existing terms of office expire or they otherwise cease to hold office in accordance with this Constitution.

## **Disciplinary Powers**

- 5.4 All disciplinary powers under this Constitution from the Commencement Date are vested in the Board and the disciplinary powers previously vested in any other Judo NSW body are revoked. All pending disciplinary issues commenced under the provisions of the previous Constitution or By-laws or Regulations will be finalised, including any appeal, under the previously applicable process.

## **6. APPLICATION OF INCOME AND PROPERTY**

- 6.1 Judo NSW is a not-for-profit entity and its income and assets will only be applied towards the promotion of the Objects of Judo NSW.
- 6.2 Clause 6.1 does not prevent Judo NSW from making payments or transferring property directly or indirectly in good faith to any person including a person who is a Judo NSW Member if the payment is:
- a) in return for any services rendered, goods supplied or expenses incurred in the ordinary and usual course of business to Judo NSW;
  - b) a commercial rent for property used by Judo NSW which has the prior approval of the Board;
  - c) a premium for insurance cover to indemnify a Judo NSW Officer; or
  - d) remuneration for services as a Director, contractor or employee of Judo NSW provided that any remuneration to a Director may only be paid in accordance with the provisions of clause 43.1.

## **PART 2 - MEMBERSHIP**

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### **7. MEMBERSHIP**

- 7.1 All matters concerning membership of Judo NSW will be governed and regulated by the Board.

#### **Members**

- 7.2 Judo NSW has the following classes of membership:
- a) Member Clubs, which subject to this Constitution, have the right to attend, debate and vote at General Meetings for and on behalf of Individual Members;
  - b) Member Clubs Branch, which subject to this Constitution, have the right to attend, but not to debate and vote at General Meetings;
  - c) Individual Members, who subject to this Constitution, have the right to attend, but not to debate or vote at General Meetings;
  - d) Associate Members, who subject to this Constitution, have the right to attend, but not to debate or vote at General Meetings;
  - e) Life Members, who subject to this Constitution, may attend and debate but not vote at General Meetings;
  - f) Such other category of Member as may be created by the Board of Directors. Any category of Member created by the Board of Directors under this clause 7.2 e) may not be granted voting rights without the approval of Member Clubs .

## **8. MEMBERSHIP ELIGIBILITY**

### **Member Club**

8.1 A club is defined as:

- a) an unincorporated body or incorporated association of Judo players formed for the purpose of providing facilities, equipment, coaching, administration and any other activities necessary to carry on the practice of Judo.
- b) a registered corporation run for the purpose of providing facilities, equipment, coaching, administration and any other activities necessary to carry on the practice of Judo.

8.2 Judo NSW Board may grant membership to a club, which satisfies 8.1a) or 8.1b) above and pays the membership fee.

8.3 Each Member Club agrees that:

- a) all its members will be registered with Judo NSW;
- b) it will be bound by member obligations as stated in clause 8.3;
- c) it will implement all technical standards and policies of Judo NSW;
- d) appoint Representatives in accordance with clause 48.;
- e) at all times act for and on behalf of its Members, Judo and Judo NSW;
- f) at all times operate with, and promote, mutual trust and confidence between Judo NSW and the Members, and work cooperatively with each other in pursuit of the Objects of Judo NSW;
- g) maintain a database of all members registered with it and provide a copy to Judo NSW upon request from time to time by the Directors in such means as may be required;
- h) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Judo and its maintenance and development;
- i) in accordance with the financial reporting requirements under the Act, Member Clubs which are incorporated, shall provide a copy of the appropriate financial reports following the Member Club AGM;
- j) must have a minimum of seven (7) current registered members with Judo NSW.

8.4 Judo NSW Board may develop and implement Policies which may set out:

- a) the membership criteria to be met by Member Clubs; and
- b) the privileges and benefits of Member Club membership.

8.5 Charges against a Member Club may be lodged with the Board by any Member or a member of the Board. Such charges shall be dealt with under the procedures of clause 21.

### **Member Club Branch**

8.6 A Club Branch is a club, which is a dependency of a Member Club with regard to its coaching, training or administration.

8.7 The name of the Club Branch shall be that of its parent club with the branch name in parentheses.

8.8 Except as provided in 8.6 and 8.7, a Club Branch shall be governed by clause 8.3.

### **Individual Member**

8.9 An Individual Member is a registered financial member of a Member Club, Member Club Branch or Judo NSW:

- a) a Senior Individual Member shall be sixteen (16) years old or older;
- b) a Junior Individual Member shall be younger than sixteen (16) years.

- 8.10 Each Individual Member must be registered with a Member Club unless they obtain the approval of the Board to register directly with Judo NSW.
- 8.11 Individual Members who register with Judo NSW may participate in Judo NSW activities and be awarded grades recognised by Judo NSW.
- 8.12 Each Individual Member agrees that:
- a) it will be bound by member obligations as stated in clause 17;
  - b) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Judo and its maintenance and development.
- 8.13 Charges against any Individual Member shall be dealt with under the procedures of clause 21.

#### **Associate Members**

- 8.14 Associate Members may be people (non-athletes) within the judo community who wish to participate in Judo NSW activities.
- 8.15 Any person may apply to Judo NSW for registration as an Associate Member and may be accepted by the Board on payment of the prescribed fee.
- 8.16 Each Associate Member agrees that:
- a) it will be bound by member obligations as stated in clause 17;
  - b) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Judo and its maintenance and development.
- 8.17 Charges against any Associate Member shall be dealt with under the procedures of clause 21.

#### **Life Member**

- 8.18 An Individual Member who has in the opinion of the Board, given long, continued and outstanding service to Judo NSW and the judo community, may, at the discretion of the Board be nominated as a Life Member.
- 8.19 Any Member may forward a proposed nomination to the Board for its consideration.
- 8.20 On the nomination of the Board, an individual may be elected as a Life Member at an AGM by Special Resolution.
- 8.21 Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- 8.22 The Policies will set out:
- a) the criteria to be met for Life Membership.
  - b) the privileges and benefits of Life Membership which shall include the right to receive notice and attend, but not vote at, General Meetings.
- 8.23 A Life Member will no longer be required to pay any annual membership fees.
- 8.24 If the person proposed dies before the Board considers the proposal, the Board may still resolve to grant Life Membership to that person. Any certificate will be given to the person's next of kin.

### **9. APPLICATION FOR MEMBERSHIP**

- 9.1 A person may apply to be a Judo NSW Member by:
- a) submitting an application to Judo NSW in the form prescribed by Judo NSW (as amended from time to time) which can be obtained from the Judo NSW website; and

- b) providing all necessary information to Judo NSW to establish eligibility for membership in the particular class of membership in which the membership is sought, as set out in clause 15 of the Constitution.
- 9.2 Upon receipt of a Member Club application, the Executive Officer must assess the application against the membership eligibility criteria and determine if the applicant is eligible for membership.
- 9.3 Successful applicants will be notified by Judo NSW in writing that the application has been accepted, subject to payment of the annual membership fee amount.
- 9.4 Upon receipt of an Individual or Associate Member membership application and payment of the annual membership fee amount, the Executive Officer must assess the application against the membership eligibility criteria and determine if the applicant is eligible for membership.
- 9.5 Upon receipt of the membership fee, the Executive Officer will enter the applicant's details directly into the membership register, following which the Executive Officer will, as soon as practicable, confirm acceptance to the applicant and Member Club of the membership.
- 9.6 Judo NSW may decline an application for a new membership if, in its discretion, the applicant does not satisfy the membership criteria; but will not do so without first consulting with the Member Club or Individual Member.

#### **Discretionary Criteria**

- 9.7 Despite an applicant meeting the eligibility criteria set out in clause 8, the Board in its discretion may decline to accept an application for membership in circumstances where:
- a) it does not agree that the applicant meets the eligibility criteria;
  - b) a person has previously receiving a warning from, or had their Judo NSW membership suspended or cancelled by, Judo NSW;
  - c) a person is, in the opinion of the Board, not a Fit and Proper Person; or
  - d) in the opinion of the Board it would be prejudicial to the interests or reputation of Judo NSW to admit the person as a Judo NSW Member.
- 9.8 The Board will provide written reasons to the Member Club and to the Member for declining a membership application for any of the reasons set out above.

### **10. CESSATION OR CANCELLATION OF MEMBERSHIP**

- 10.1 A Member Club, or branch, may lose membership if it:
- a) fails to pay the prescribed fee by 30 June in the year it falls due;
  - b) resigns their membership;
  - c) fails to comply with clause 8.3 above;
  - d) brings discredit on Judo NSW or the sport of Judo;
  - e) fails to obtain seven (7) members registered with Judo NSW by the end of December.
- 10.2 An Individual or Associate Member may lose membership; may be prevented from participation in Judo NSW activities, or may have any benefit of registration withheld if the member:
- a) ceases to be financial with Judo NSW;
  - b) resigns their membership;
  - c) the Member Club to which they belong, loses its membership;
  - d) the Member Club to which they belong requests their withdrawal;
  - e) knowingly brings Judo NSW or the sport of Judo into disrepute.



- 10.3 The Board may cancel a membership in exercising its powers under clause 21.
- 10.4 In the event of the death of a Judo NSW Member, the membership will automatically cease from the date of the member's death.

## 11. MEMBER CLUB VOTING ENTITLEMENTS

- 11.1 Subject to this Constitution; Member Clubs shall be entitled to vote at General Meetings in accordance with clause 62 with the total number of votes as per Table A.

Table A:

TOTAL REGISTERED JUDO NSW CLUB MEMBERS <i>(as at the date meeting notice is issued)</i>	VOTES
Individual Member	1 per member
Associate Member	0 per member
Life Member	1 per member

## 12. MEMBERSHIP PRIVILEGES

- 12.1 Each Judo NSW Member will receive the following privileges by virtue of Membership:
- a) to express their views and opinions through their Representatives in any meeting in respect of which they are entitled to participate in accordance with these Rules;
  - b) to make proposals or submissions to the Board through their Representatives;
  - c) to engage and participate in any activity approved, sponsored or recognised by Judo NSW;
  - d) to conduct any activity approved by the Board.

## 13. ELIGIBILITY FOR ATTENDANCE AT ANNUAL OR SPECIAL GENERAL MEETING

- 13.1 Eligibility for participation at Annual or Special General Meeting is based on:

- a) being a current:
  - i. Representative of a Member Club; or
  - ii. Life Member of Judo NSW
- b) as of:
  - i. 30 July prior to the Annual General Meeting; or
  - ii. thirty (30) days prior to a Special General Meeting;
- c) and an Independent Scrutineer appointed to peruse the eligible Member Clubs.

- 13.2 Eligibility to observe at Annual or Special General Meeting is based on:

- a) being a current:
  - i. Individual Member; or
  - ii. Associate Member of Judo NSW

## 14. RESIGNATION OF MEMBERSHIP

- 14.1 A member may resign as a Judo NSW Member by giving notice in writing to Judo NSW.

## 15. MEMBERSHIP REGISTER

- 15.1 The Executive Officer will maintain a Membership Register of members specifying:

- a) member name;
- b) class of membership;

- c) fees paid (amount and date);
- d) postal, residential and email addresses;
- e) judo grade, if applicable;
- f) emergency contact;
- g) date on which the person became a member; and
- h) date on which the person ceased being a member.

15.2 The Membership Register must be kept in New South Wales at the main premises of Judo NSW.

15.3 The Membership Register must be open for inspection, free of charge, by any member of Judo NSW at any reasonable hour.

15.4 A member of Judo NSW may obtain a copy of any part of the Register on payment of a fee of not more than \$1 for each page copied.

15.5 If a member requests that any information contained on the Register about the member (other than the member's name) not be available for inspection, that information must not be made available for inspection.

15.6 A member must not use information about a person obtained from the Register to contact or send material to the person, other than for:

- a) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to Judo NSW or other material relating to Judo NSW; or
- b) any other purpose necessary to comply with a requirement of the Act or the Regulation.

15.7 If the Membership Register is kept in electronic form:

- a) it must be convertible into hard copy; and
- b) the requirements in clauses 15.5 and 15.6 apply as if a reference to the Membership Register is a reference to a current hard copy of the register of members.

## **16. MEMBERSHIP FEES AND RENEWAL**

16.1 All Judo NSW Members must pay annual membership fees prescribed by the Board to Judo NSW. The amount of that fee to be submitted to Judo NSW will be an amount to be determined each year at the AGM.

16.2 Any Member Club that has not paid all monies due and payable by Member Clubs to Judo NSW may (subject to the Board's discretion) have all rights under this Constitution immediately suspended from the expiry of the time, prescribed in clause 10 of this Constitution. Rights will be suspended until such time as the monies are fully paid, or as otherwise determined at the Board's discretion. In the meantime, the Member Club shall have no automatic right to resign from Judo NSW, and shall be dealt with at the Board's discretion, which includes the right to expel, suspend, disqualify, fine, discipline or retain that Member Club as a Member Club, or impose other conditions or requirements as the Board considers appropriate.

## **17. MEMBER OBLIGATIONS**

17.1 By continuing to be a Judo NSW Member from the Commencement Date, or upon becoming a Judo NSW Member after the Commencement Date, a Judo NSW Member:

- a) acknowledges that this Constitution has effect as a contract between:
  - i. Judo NSW and a Judo NSW Member;
  - ii. a Judo NSW Member and a Member Club to which a Judo NSW Member is attached; and
  - iii. each Judo NSW Member.

- b) agrees to be bound by, and to comply with this Constitution, any Policies, Standard Operating Procedures, By-Laws and any resolution of the Board, or any request or notice issued by Judo NSW or the Board under this Constitution; and
- c) without limiting clause 17.11 b), agrees to support, maintain, uphold and pursue the Objects of Judo NSW.

## **18. LIMITED LIABILITY**

18.1 The liability of Judo NSW Members is limited to an amount not exceeding \$1 for Members which each Judo NSW Member (Club, Individual, and Associate) must contribute to the property of Judo NSW if Judo NSW is wound up. This contribution will be used to pay:

- a) any debts and liabilities of Judo NSW; and/or
- b) the costs associated with the winding up.

## **19. CONTINUITY OF MEMBERSHIP**

19.1 This Constitution does not affect the continuity of membership of any person who was a current member at the Commencement Date. All entities who were Member Clubs or Individual Members of Judo NSW prior to the time of approval of amendments to this Constitution under the Act, shall retain their membership category and will be entitled to such benefits as are conferred on the membership category by Judo NSW until required by this Constitution to renew their membership.

## **20. DISPUTE RESOLUTION**

20.1 This clause does not apply to any incident or matter to which the Member Protection Policy (MPP) applies and any member protection related matter must be dealt with in accordance with the MPP.

20.2 No person may start any dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure outlined, until that procedure has been concluded.

20.3 Disputes about any matter arising in connection with or relating directly or indirectly to this Constitution between:

- a) a Member and another Member;
- b) a Member and a Director;
- c) a Member and Judo NSW;

the parties to the Dispute must try to resolve the Dispute within thirty (30) days of one party requesting the other or others to do so.

### **Mediation by Ethics Council**

20.4 If the Dispute is not resolved within thirty (30) days, the parties to the Dispute, or either of them, may refer the Dispute to the Ethics Council who will work with the parties to try and resolve the Dispute by acting as a mediator to assist the parties in resolving the Dispute.

20.5 If the parties seek to have the Dispute mediated in accordance with clause 20.4, the Ethics Council member seeking to mediate:

- a) must not have a personal interest in the Dispute, and
- b) must not be biased towards or against anyone involved in the Dispute.

20.6 Members of the Ethics Council may be comprised of:

- a) members of the Board;

- b) members of Judo NSW; or
- c) anyone else.

20.7 The Ethics Council member assisting the parties in mediating a Dispute must:

- a) allow those involved a reasonable chance to be heard;
- b) allow those involved a reasonable chance to review any written statements;
- c) ensure that those involved are afforded procedural fairness;
- d) not make a decision on the Dispute; and
- e) issue a report to the parties on the outcome of the mediation.

#### **External Mediation**

20.8 If a Dispute is not resolved with the assistance of an Ethics Council member, either party may agree or request that an external mediator be appointed and must attempt in good faith to settle the Dispute by external mediation.

20.9 The external mediator must be:

- a) chosen by agreement between the parties to the Dispute, or
- b) where the parties do not agree, they must be referred to the Community Justice Centre for mediation under the Community Justice Centres Act 1983.

### **21. DISCIPLINARY PROCEDURES**

21.1 Where the Board is advised or considers that a Member has allegedly:

- a) breached, failed, refused or neglected to comply with a provision of this Constitution, policies or any resolution or determination of the Board or any duly authorised committee; or
- b) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of Judo NSW and/or the sport of judo and its related disciplines; or
- c) brought Judo NSW, the sport of judo or its related disciplines into disrepute:

the Board may commence or cause to be commenced disciplinary proceedings against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of Judo NSW as set out in Judo NSW policies.

21.2 The Board may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.

21.3 The Board has the power to:

- a) warn or suspend a Judo NSW Member; or
- b) cancel or revoke membership.

21.4 The following procedure does not apply to any incident or matter to which the MPP applies and any member protection related matter must be dealt with in accordance with the MPP.

#### **Referral to Ethics Council**

21.5 Before making any resolution, decision or determination about a matter under clause 21.1, the Board must refer the matter to the Ethics Council.

21.6 Before referring a matter to the Ethics Council, the Board must inform the Judo NSW Member (the Respondent), that the matter is being referred to the Ethics Council.

21.7 The Ethics Council will hear, determine and adjudicate the matter and make a recommendation to the Board in accordance with the provisions of clause 21.17.

### **Composition of Ethics Council**

21.8 The Ethics Council will be made up of three (3) members, which will comprise Members and may also comprise an independent person who is not a Judo NSW Member, who the Board determines have the requisite qualifications, skills and experience. Judo NSW employees must not be appointed to the Ethics Council.

21.9 A member of the Ethics Council must not hear or determine any matter which involves an Individual Member of a Member Club of which the Ethics Council Member is themselves a member.

### **Function and Powers of Ethics Council**

21.10 In exercising the power to hear and adjudicate matters referred to it by the Board and making a Disciplinary Recommendation, the Ethics Council may determine whether a Respondent:

- a) is in breach of this Constitution;
- b) has failed to comply with any notice or request issued by Judo NSW under this Constitution;
- c) has failed to comply with any Policies, Standard Operating Procedures, By Laws or resolutions from time to time;
- d) has done anything which is not in support or pursuance of the Objects, or has not complied with all relevant statutory and regulatory requirements;
- e) has applied Judo NSW property or any of its income or assets in a manner which is inconsistent with the furtherance or pursuance of the Objects;
- f) has done anything which is prejudicial to, or which may cause damage to, the reputation of Judo NSW;
- g) is no longer a Fit and Proper Person.

21.11 In considering a matter and before making a Disciplinary Recommendation, the Ethics Council must ensure that it carries out its functions and procedures fairly.

21.12 At least twenty eight (28) days before convening a meeting of the Ethics Council at which a disciplinary matter is to be considered (the Disciplinary Meeting), the Ethics Council must notify the Respondent in writing:

- a) that the Board has referred a matter to the Ethics Council, seeking a recommendation on whether the Board should exercise any of its powers under clause 21.3 of the Constitution,
- b) that the matter will be considered at the Disciplinary Meeting;
- c) the date of the Disciplinary Meeting;
- d) details of the alleged matter, act or omission giving rise to the referral to the Ethics Council, including providing all documents, information, materials and allegations, written and oral which have been provided to the Ethics Council by the Board and upon which the referral is based; and
- e) the nature and details of the Disciplinary Recommendation which the Ethics Council may make.

21.13 The Respondent must also be notified that they are entitled to present information, written arguments and submissions, documents, materials and oral argument to the Ethics Council by:

- a) sending them to the Ethics Council before the Disciplinary Meeting, and
- b) attending and speaking at the Disciplinary Meeting.

21.14 If a Respondent wishes to be accompanied or represented by another person at the Disciplinary Meeting, the Respondent must notify the Ethics Council or its nominee in writing prior to the Disciplinary Meeting, by providing the name of any proposed representative and whether they are a Judo NSW Member. A Respondent may only be accompanied or represented by one other person at the Disciplinary Meeting and this person must not be a legal practitioner.

21.15 If the Respondent is a Member Club, it may be represented at the Disciplinary Meeting by any two (2) of its Office Bearers.

21.16 A transcript of the Disciplinary Meeting must be taken and provided to the Board and the Respondent within a reasonable time after a Disciplinary Meeting, and prior to the issuing of a Disciplinary Recommendation.

21.17 After considering any materials, submissions and explanations provided by the Respondent in writing and/or orally at the Disciplinary Meeting, the Ethics Council may determine to recommend to the Board that it resolve to do any of the following:

- a) take no further action;
- b) warn the Respondent;
- c) if the Respondent holds office as a Director, direct that the Respondent cease to hold that office;
- d) suspend a Judo NSW Member for a period of no more than twelve (12) months; or
- e) cancel the Judo NSW Member's membership.

21.18 The Ethics Council will simultaneously provide a copy of the Disciplinary Recommendation to the Board and the Respondent.

#### **Board Resolution**

21.19 The Board must notify the Respondent that the Board has received the Disciplinary Recommendation and inform the Respondent of the date on which the Board will consider the Disciplinary Recommendation which will be a date no earlier than twenty eight (28) days after the date of such notice being given to the Respondent.

21.20 On considering the Disciplinary Recommendation, the Board may pass a resolution giving effect to the Disciplinary Recommendation (Disciplinary Resolution).

21.21 Upon passing a Disciplinary Resolution the Board must inform the Respondent in writing.

21.22 The Ethics Council cannot recommend and the Board cannot resolve to fine or issue a monetary penalty to a Respondent.

## **22. REVIEW / APPEAL OF DISCIPLINARY RECOMMENDATION**

22.1 A Respondent may notify the Board in writing within fourteen (14) days of receiving a copy of a Disciplinary Recommendation that it requires a review of the Disciplinary Recommendation (Disciplinary Review).

22.2 If a Disciplinary Review is requested, the Board must convene a disciplinary review panel of three (3) persons from the panel described in clause 22.3, at least two of whom must be Judo NSW Members and at least one of which may have formal legal qualifications and will preferably be a legal practitioner currently admitted to practice in any state or federal jurisdiction in Australia (Review Panel).

22.3 The Disciplinary Review Panel will be convened from a standing panel of persons who are eligible and available to be appointed by the Board as a member of the Review Panel from time to time to conduct a Review. The standing panel will comprise eligible persons who have been selected by the Board. A person appointed to the Review Panel must not have been a member of the Ethics Council at the time when the Disciplinary Recommendation, the subject of the Disciplinary Review, was made.

22.4 The Board must refer a matter, the subject of a Disciplinary Review application, to the Review Panel and must ensure that the Review Panel is provided with all material that was provided to the Ethics Council, including, by formally requesting in writing, that the Ethics Council provide all material in its possession to the Review Panel including the transcript of the Disciplinary Meeting.

22.5 The Respondent and the Board may provide written submissions to the Review Panel before the Review Panel makes a determination.

### **Powers of Review Tribunal**

22.6 The Review Tribunal can only review the Disciplinary Recommendation for the purpose of considering and determining whether:

- a) the procedural provisions prescribed have been followed;
- b) there was sufficient material before the Ethics Council to justify the Disciplinary Recommendation;
- c) the Ethics Council has correctly interpreted and applied the provisions of the Constitution; and/or
- d) the recommended action in the Disciplinary Recommendation is reasonable in the circumstances.

22.7 The Review Panel can affirm or overturn the Disciplinary Recommendation or refer the matter back to the Ethics Council for reconsideration (Review Determination). The Review Panel must give written reasons for reaching its Review Determination.

22.8 The Board must notify the Respondent that the Board has received the Review Determination and inform the Respondent of the date on which the Board will consider the Review Determination.

22.9 On considering the Review Determination, the Board must pass a resolution giving effect to the substance of the Review Determination.

22.10 If the Review Determination requires the Board to refer the matter back to the Ethics Council for reconsideration, the Board and the Ethics Council must follow the relevant procedures set out in this Constitution.

22.11 The Review Determination, or where applicable, a Disciplinary Recommendation made following the matter being referred back and reconsidered by the Ethics Council, will be final.

## **PART 3 - JUDO NSW BOARD**

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### **23. POWERS OF THE BOARD**

23.1 Subject to the Act, any other Act applicable from time to time and this Constitution, the Board has the power to manage, control and direct the affairs and conduct of Judo NSW and may exercise all the powers granted to Judo NSW by this Constitution or any applicable law, except any power which the Act, any other applicable Act or this Constitution expressly provide must be exercised by Members.

23.2 Without limiting clause 23.1, the Board has the express power to:

- a) do all things necessary for carrying out the Objects, and all things ancillary or incidental to carrying out the Objects;
- b) govern and regulate the functions of Committees, and the application, management and use of property, funds, income and assets, to the extent permitted by law, to ensure that Committees are applying Judo NSW Property to further the Objects;
- c) without limiting clause 23.2 b) and, subject to the provisions of clause 6, require Committees to apply property, funds, income and assets in a particular manner to further and fulfil the Objects;
- d) make decisions and issue directions to ensure the responsible financial management of Judo NSW;
- e) govern and regulate all matters relating to membership including admission, refusal to admit, renewal, refusal to renew, imposing conditions, waiver of conditions, eligibility, transfer, suspension, revocation and cancellation;
- f) govern and regulate the rights and obligations of Judo NSW Members and Directors under this Constitution including dealing with matters relating to Disputes between any and each of them; and

- g) regulate and determine the rights of Judo NSW Members and Directors in accordance with the disciplinary powers in clause 21.3.

## **24. DELEGATION POWERS**

24.1 Except as provided in clause 24.3, the Board may delegate any of its powers to:

- a) a committee or committees comprising:
  - i. Directors;
  - ii. at least one (1) Director and any other persons; or
  - iii. employees of Judo NSW;
- b) a single Director;
- c) the Executive Officer;
- d) any employee/s of Judo NSW.

24.2 A delegation under clause 24.1 must:

- a) be given by a Board resolution;
- b) be in writing;
- c) expressly specify the power and function delegated, and any limitations, restrictions and conditions on any delegation, including the time for which the delegation will be in force.

24.3 The Board may not delegate the power to delegate.

24.4 The Board may also establish advisory bodies or working parties consisting of any person it thinks fit, but an advisory body or working party must not be given any delegated power.

## **25. THE BOARD**

25.1 Judo NSW is governed by a Board of not less than seven (7) and not more than nine (9) Directors. The Board may, at its discretion, prescribe the number of Directors within this range from time to time, failing which the prescribed number of Directors will be deemed to be nine (9). The Board shall comprise:

- a) seven (7) Elected Directors (one of these being the Chair) elected in accordance with clauses 26 and 27; and
- b) two (2) Independent Directors who shall be appointed in accordance with clauses 28 and 29.

## **26. ELIGIBILITY TO BE AN ELECTED DIRECTOR**

26.1 To accept and continue to hold office as an Elected Director, a person must:

- a) be a Judo NSW member of at least eighteen (18) years of age;
- b) within six (6) months of being elected, successfully complete a governance training course or a governance training refresher course as the Board considers appropriate and as prescribed by the Board;
- c) possess and demonstrate a level of appropriate training, study, skills or experience relevant to the position of Elected Director;
- d) have a knowledge of judo, its stakeholders and a commitment to the development of the sport of judo;
- e) must declare any position they hold in Judo NSW, a Member Club, including as an Office Bearer, Director or a business owner.

26.2 To accept and continue to hold office as an Elected Director, a person must not:

- a) be an employee of Judo NSW;



- b) have had their Judo NSW membership, or their Judo membership in any other state or territory cancelled at any time;
- c) have been removed from holding any office within:
  - i. Judo NSW;
  - ii. any Judo member organisation in any other state or territory; or
  - iii. Judo Australia;
- d) at any time:
  - i. be bankrupt, insolvent or have ever been convicted of an indictable offence;
  - ii. have been disqualified by any means from managing a corporation under the Corporations Act.

26.3 Subject to clauses 26.1 and 26.2, an Elected Director will hold office for a term of two (2) years.

26.4 There is no maximum number of consecutive terms for which a Director may hold office.

## **27. ELECTION OF ELECTED DIRECTORS**

27.1 Where the number of nominations for a position equals the number of vacancies, the Chair shall declare all those nominated as elected unopposed.

27.2 Where the number of nominations is less than the number of vacancies, the Chair shall declare all those nominated as elected unopposed and the remaining vacant positions shall be declared casual vacancies to be filled according to the requirements as set out in clause 34.

27.3 Where the number of nominations exceeds the number of positions, a poll shall be held to eliminate the excess nominations by exhaustive ballot.

27.4 The Chair shall appoint at least two tellers to carry out the poll and each nominee may appoint a scrutineer.

27.5 Each ballot shall be decided by a simple majority of votes validly cast. Upon the tellers informing the Chair of the result, the Chair shall declare the results to the General Meeting.

## **28. ELIGIBILITY TO BE AN INDEPENDENT DIRECTOR**

28.1 To be appointed and continue to hold office as an Independent Director, a person must:

- a) if the Board in its discretion considers it necessary and appropriate, within six (6) months of being appointed, successfully complete a governance training course or governance training refresher course prescribed by the Board;
- b) possess and demonstrate a level of appropriate professional qualifications, training, skills and experience as the Board considers necessary and desirable;
- c) be a Fit and Proper Person; and
- d) consent in writing to be appointed as an Independent Director.

28.2 To be appointed and continue to hold office as an Independent Director, a person must not:

- a) currently be a Judo NSW Member;
- b) have been a Judo NSW Member, or a member of any Judo body in another state or a prior Board member of Judo Australia at any time in the five (5) years preceding an appointment;
- c) be an employee of Judo NSW;
- d) have had Judo NSW membership, Judo membership in any other state or territory cancelled at any time;
- e) have been removed from holding any office within:
  - i. Judo NSW,
  - ii. any Judo member organisation in any other state or Territory; or

- iii. Judo Australia,
- f) at any time;
  - i. be bankrupt, insolvent or have ever been convicted of an indictable offence;
  - ii. have been previously removed as a Director under this Constitution; or
  - iii. have been disqualified by any means from managing a corporation under the Corporations Act.

28.3 Subject to clauses 28.1 and 28.2, an Independent Director will hold office for a term of two years.

28.4 There is no maximum number of consecutive terms for which a Director may hold office.

## **29. APPOINTMENT OF INDEPENDENT DIRECTOR**

29.1 The Board will appoint an Independent Director (at least one (1) but no more than two (2)) from a shortlist of candidates compiled by the Nomination & Remuneration Committee.

29.2 Prior to the appointment of an Independent Director in accordance with clause 29.1, the proposed appointment must be approved by majority resolution of the Board.

## **30. APPOINTMENT OF CHAIR & DEPUTY CHAIR**

30.1 The Directors must elect a Chair and Deputy Chair who will hold office for the balance of their current term of appointment.

## **31. TERM OF OFFICE**

31.1 An Elected Director will hold office until the earlier of:

- a) the close of the second AGM after the Elected Director was elected;
- b) their death, incapacity or them becoming of unsound mind;
- c) their resignation as a Director;
- d) cease to reside permanently in NSW;
- e) the Elected Director ceasing to fulfil the eligibility criteria in clauses 26.1 and 26.2; or
- f) their removal as a Director under this Constitution.

31.2 An Independent Director will hold office from the date of appointment agreed in writing with the Board, until the earlier of:

- a) the expiration of the fixed term for which they are appointed (which term must not be longer than two (2) years);
- b) their death, incapacity or them becoming of unsound mind;
- c) their resignation as a Director;
- d) cease to reside permanently in NSW;
- e) the Independent Director ceasing to fulfil the eligibility criteria in clauses 28.1 and 28.2; or
- f) their removal as a Director under this Constitution.

## **32. LEAVE OF ABSENCE**

32.1 The Board may, in its discretion, grant leave of absence to a Director following consideration of an application submitted in writing to the Board provided:

- a) if such period is less than six (6) months, the Board may appoint a temporary replacement from amongst the membership;

- b) if, in the case of an Elected Director, such period is six (6) months or more, that Director is taken to have resigned their position and a casual vacancy arises, but the Director shall be entitled to seek re-election at the AGM at which their term of office would otherwise have expired;
- c) if, in the case of an Independent Director, the remaining Directors decide that granting the leave of absence would impede the Board of Directors in its role, the Appointed Director's term may be ended and a new Director appointed; and,
- d) the leave of absence cannot exceed the remaining term of office of the Director.

### **33. RESIGNATION OF DIRECTORS**

33.1 A Director may resign by giving a written notice of resignation to the Board. The resignation will take effect from the date specified in the written notice or, in the absence of a specified date, the date of receipt by the Board of the resignation.

### **34. ELECTED DIRECTOR VACANCY – CASUAL DIRECTOR**

34.1 If an Elected Director:

- a) ceases to hold office on any of the grounds set out in clauses 26.2,
- b) is convicted of a criminal offense;
- c) is absent from three (3) consecutive meetings of the Board without prior consent of the Board; or
- d) resigns in accordance with clause 33.1,

causing the number of directors to fall below the number prescribed by the Board in accordance with clause 25.1, their position will become vacant and a casual vacancy will be created.

34.2 The Board may fill a vacancy created under clause 34.1 by appointing any person who is eligible to be an Elected Director under clauses 26.1 and 26.2. Notice that a casual vacancy exists shall be circulated within thirty (30) days to all Member Clubs calling for nominations. Nominations must be received by the Executive Officer within thirty (30) days of dispatch of the notice.

34.3 Following the closing date, the Board may elect a replacement from the nominations. The person appointed to fill the casual vacancy will hold office until the expiry of the term of the Elected Director creating the vacancy. The appointment must be approved by majority resolution of the Board prior to being made.

34.4 If no nominations are received, the Board of Management may elect any person it pleases who is eligible to be an Elected Director under clauses 26.1 and 26.2.

### **35. INDEPENDENT DIRECTOR VACANCY**

35.1 If an Independent Director:

- a) ceases to hold office on any of the grounds set out in clauses 28.2;
- b) is convicted of a criminal offense;
- c) is absent from three (3) consecutive meetings of the Board without prior consent of the Board; or
- d) resigns in accordance with clause 33.1,

their position will become vacant and the Board must, as soon as practicable, if it is necessary to ensure that there remains at least one Independent Director, appoint a new Independent Director in accordance with the procedure set out in clauses 28.1 and 28.2.

### **36. REMOVAL OF DIRECTORS**

36.1 A Director may be removed by:

- a) a resolution of a 75% majority of the Board; or
- b) a Special Resolution of Member Clubs entitled to vote at a Special General Meeting on a motion for removal of a Director.

### **37. DIRECTORS' ADDITIONAL POWER OF APPOINTMENT**

37.1 In addition to the powers to fill vacancies in clauses 34.2-4 and 35.1, if the number of Directors falls below the minimum number required for a quorum as prescribed in clause 39.2, the remaining Directors may act to take any steps necessary to increase the number of Directors to the number required to constitute a quorum, to fill the vacancies and/or for calling a Special General Meeting, but for no other purpose.

### **38. ALTERNATE DIRECTOR**

38.1 A Director cannot appoint an alternate.

### **39. DIRECTORS' MEETINGS**

39.1 Subject to the provisions of this Constitution, the Board will meet as and when it considers necessary and appropriate, however at intervals no longer than three (3) months.

39.2 Unless the Board resolves otherwise, the quorum for a Directors' meeting is a majority (more than 50%) of Directors entitled to receive notice of the meeting (which excludes only those Directors currently on a leave of absence previously granted or overseas) provided that the quorum must not be less than four (4).

39.3 A quorum must be present when a vote is taken.

39.4 A Directors' meeting may be called by:

- a) the Chair on causing reasonable notice to be given to each Director; or
- b) any other Director requesting the Executive Officer to convene a Directors' meeting in which case the Executive Officer must convene a meeting at a time and place convenient to the majority of Directors.

39.5 Notice of a scheduled meeting may be given by any reasonable means of communication to each Director by the Executive Officer at least five (5) clear days prior to the commencement of the meeting (provided however that the failure to give notice will not invalidate any decision or resolution made at the meeting).

39.6 All Directors entitled to receive notice of a meeting (which excludes only those Directors currently on a leave of absence previously granted or overseas) must be given a copy of the meeting agenda, and associated documentation a minimum of forty eight (48) hours prior to a scheduled meeting (provided however that the failure to give receive said documentation will not invalidate any decision or resolution made at the meeting).

39.7 At each Directors' meeting, the Chair will chair the meeting. This appointment may be a standing (ongoing) one.

39.8 Each Director has one vote and matters for decision by the Board will be determined by resolution passed by a majority of votes cast at the meeting. If the votes cast are equal, the Chair will have a second and casting vote.

39.9 No member of the Board may be represented by proxy at any Board meeting.

39.10 The Board may hold its meetings by using any technology (such as video or teleconferencing) that has previously been agreed to by all the Directors, which agreement may be a standing (ongoing) one.

- 39.11 A Director may only withdraw the consent given pursuant to clause 39.10 within a reasonable period before the meeting and in any event no later than seven (7) days before a meeting.
- 39.12 The Board may pass a written resolution without a meeting being held.
- 39.13 The Executive Officer may send a resolution by email or other electronic means to the Directors and the Directors may vote on, or abstain from voting on, the resolution by sending a reply email or electronic communication indicating their vote or abstention.
- 39.14 A written resolution is passed when the majority (more than 50%) of Directors entitled to receive notice and vote, sign or otherwise agree to the resolution in the manner set out in clause 39.8 (provided that the number of Directors constituting this majority is not less than the minimum quorum required in clause 39.2 of this Constitution).

#### **40. CONFLICTS OF INTEREST**

- 40.1 Any Director or Committee Member must disclose to the Board any pecuniary or other material interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) which raises, or may appear to raise, an actual or perceived conflict of interest.
- 40.2 A Director's or Committee Member's disclosure may be a standing (ongoing) one.
- 40.3 If all the Directors have the same conflict of interest, the Directors must disclose the nature of the actual or perceived conflict of interest to Members at the next AGM, or at an earlier time if reasonable to do so.
- 40.4 The disclosure of a conflict of interest by any Director or Committee Member and the particulars of the disclosure must be recorded in the minutes of the meeting at which the disclosure is given.
- 40.5 Any Director or Committee Member who has disclosed the nature of an interest in any matter, must not, unless the Board otherwise determines:
- a) be present during any deliberation of the Board with respect to the matter; or
  - b) take part in any decision of the Board with respect to the matter.
- 40.6 Whilst the Board is making a determination of a resolution, any Director or Committee Member who has disclosed an interest in a matter must not:
- a) be present during any deliberation of the Board for the purpose of making the determination, or
  - b) take part in the making of the determination by the Board.
- 40.7 A contravention of this section does not invalidate any decision of the Board.

#### **41. CODE OF CONDUCT**

- 41.1 The Board must adopt and adhere to a Code of Conduct for Directors and Committee Members which must be made publicly available.

#### **42. DIRECTORS' ACCESS TO DOCUMENTS**

- 42.1 A Director has a right of access at all reasonable times to the financial reports or financial records of Judo NSW however compiled, recorded or stored and working papers and other Documents needed to explain the methods by which the financial statements are made up and any adjustments to be made in preparing the financial statements.
- 42.2 Judo NSW must give a Director or former Director access to all such Documents at reasonable times for the purpose of a legal proceeding:

- a) to which the Director or former Director is a party;
  - b) that the Director or former Director in good faith proposes to bring; and/or
  - c) that the Director or former Director has reason to believe will be brought against them.
- 42.3 A person authorised to have access to and inspect such documents under clause 42.2 for the purposes of a legal proceeding may make copies of the documents for the purpose of those proceedings.
- 42.4 The right to inspect documents under clause 42.1 continues for a period of seven (7) years after the person ceases to be a Director.
- 42.5 Any request by a Director or former Director for access to documents will be addressed to the Executive Officer.
- 42.6 The Board may resolve to enter into a deed with a Director giving effect to the rights of access to documents in accordance with clause 42.1 and clause 42.2 or such other documents as the Board may decide.

### **43. DIRECTORS' REMUNERATION**

- 43.1 A Director may not be paid for services as a Director but, with the approval of the Directors, subject to the Corporations Act and for the furtherance of the objects of JFA NSW, may be:
- a) paid by Judo NSW for services rendered to it other than as a Director; and
  - b) reimbursed by Judo NSW for their reasonable travelling, accommodation and other expenses when otherwise engaged in the affairs of Judo NSW.

### **44. BOARD & OPERATIONAL COMMITTEES**

- 44.1 The Board may appoint committees to undertake certain tasks as determined by the Board.
- 44.2 Committees shall be comprised of suitably skilled persons as determined by the Board.
- 44.3 A Director of the Board, other than the Chair, shall be appointed as Chair of any board committee and a Director may / may not be a member of an operational committee. The committees of Judo NSW shall be:
- a) Board committees:
    - i. Nomination & Remuneration Committee;
    - ii. Finance Committee; and
    - iii. Risk & Audit Committee.
  - b) Operational committees as determined by the Board.
  - c) Other committees as determined by the Board from time to time.
- 44.4 A charter shall be determined for each committee and shall consist of:
- a) role, purpose and responsibilities;
  - b) scope of authority, extent of power and decision-making abilities;
  - c) membership requirements and procedure for meeting attendance by non-committee members;
  - d) composition and structure;
  - e) frequency of meetings;
  - f) terms of access to internal and external resources and information;
  - g) requirements for reporting to the Board;
  - h) special powers of the committee Chair; and
  - i) tenure.

44.5 A register of the committee members is kept and contains the following particulars in relation to each committee member:

- a) the committee member's name, date of birth and residential address,
- b) the date on which the committee member takes office,
- c) the date on which the committee member vacates office,
- d) such other particulars as may be prescribed by the regulations.

## **45. EXECUTIVE OFFICER**

45.1 The Board may appoint a person, other than a Director, to be the Executive Officer of Judo NSW for the period and on terms, including as to remuneration, performance and functions as the Board determines.

45.2 The Executive Officer need not be a Judo NSW Member.

45.3 The Executive Officer is accountable to the Board and the Directors may, subject to the provisions of any contract between the person and Judo NSW:

- a) define the Executive Officer's powers, fix their remuneration and duties and from time to time, vary any of the powers conferred; and/or
- b) revoke that person's appointment as Public Officer and appoint another person to that position.

45.4 The Directors may delegate to the Executive Officer the power to conduct the day-to-day management and control of the business and affairs of Judo NSW that encompass, at a minimum, the duties of a Public Officer and Secretary.

45.5 The Executive Officer shall:

- a) attend all Board meetings and General Meetings but has no voting rights;
- b) in conjunction with the Chair, prepare the agenda for all Board Meetings and all General Meetings;
- c) ensure that minutes of the proceedings of all meetings of the Board and Judo NSW are both prepared and recorded; and
- d) regularly report on the activities of, issues relating to, the conduct and business of Judo NSW.

45.6 Subject to the Act, this Constitution, Judo NSW policies, any directive of the Board and to the extent outlined in the Executive Authority Limitations, the Executive Officer has power to perform all such things as appear necessary or desirable for the proper management and administration of Judo NSW.

45.7 The Executive Officer may employ staff as directed by the Board from time to time and such appointments shall be for a period and conditions as determined by the Board.

## **46. GENERAL MEETINGS**

### **Annual General Meeting (AGM)**

46.1 The AGM will be held in October each year. The date shall be set at the preceding AGM.

46.2 At least sixty (60) clear days prior to the AGM, a notice shall be sent to all Members Clubs calling for the submission of items for the agenda and calling for nominations for positions falling vacant at the AGM:

46.3 Items submitted may be:

- a) Discussion Items - Can be in any form (word document, e-mail etc), submitted by an Individual Member or Member Club, and related to the business of Judo NSW and its Members and Clubs. The purpose of such an item will be to gain clarification and/or to generate a Motion. Clubs and/or Members submitting a discussion item must be current financial members of Judo NSW.

- b) Motions - Must be in written form (word document), submitted by an Individual Member or Member Club and signed as seconding the motion by another Individual Member or Member Club. Clubs and/or Members submitting a motion and/or seconding the motion must be current financial members of Judo NSW.
  - c) Nominations – must be in written form (word document), submitted by an Individual Member or Member Club and signed as seconding the motion by an Individual Member. Clubs and/or Members nominating for a vacancy and/or seconding the nomination must be current financial members of Judo NSW.
- 46.4 Submissions for the agenda or nominations for vacant positions must be lodged at the Head Office of Judo NSW, thirty (30) clear days prior to the AGM.
- 46.5 The AGM shall have the power to elect officers and deal with any other matter that conforms with the Constitution and the Act.
- 46.6 Notice in writing of the AGM will be sent fourteen (14) clear days prior to the AGM to all Members specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- 46.7 If the nature of the business requires a Special Resolution, the Executive Officer must, at least twenty one (21) clear days prior to the AGM, give notice to each Member specifying, in addition to the matter required in 46.6, the intention to propose the resolution as a Special Resolution.
- 46.8 The agenda for business at the AGM will be:
- a) Declaration of commencement of AGM
  - b) Minutes of the previous AGM and business arising
  - c) Minutes of any Special General Meetings held subsequent to this AGM and business arising
  - d) President's Report
  - e) Financial Statements & Auditors Report
  - f) Other reports
  - g) Elections
  - h) Items submitted (Discussion Items and / or Motions)
  - i) Date of next AGM
  - j) Close of General Meeting

### **Special General Meeting (SGM)**

46.9 An SGM shall be convened at the request of:

- a) the Chair;
- b) any four (4) members of the Board; or
- c) any ten (10) Member Clubs.

46.10 A requisition of Member Clubs for an SGM:

- a) must be in writing; and
- b) must state the purpose or purposes of the meeting; and
- c) must be signed by the Members making the requisition; and
- d) must be lodged with the Executive Officer; and
- e) may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.



46.11 Within thirty (30) days of receipt of the request, notice of an SGM must be sent in writing to Members with fourteen (14) clear days' notice unless the SGM requires a Special Resolution in which case, twenty one (21) clear days' notice will be required.

46.12 An SGM shall have the following powers:

- a) to remove members of the Board provided that at least 75% of the votes validly cast are in favour;
- b) to rescind a resolution of a previous Annual or Special General Meeting provided that at least 75% of the votes validly cast are in favour;
- c) to effect a change in the Constitution;
- d) any other matter.

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

## **47. CANCELLATION OR POSTPONEMENT OF GENERAL MEETING**

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

- a) Members;
- b) the Directors at the request of Members; or
- c) a court.

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

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

47.3 A notice postponing a General Meeting must specify:

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

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

## **48. RIGHT TO APPOINT A REPRESENTATIVE**

48.1 Each Member Club is entitled to appoint one (1) individual as their Representative to attend General Meetings and to exercise the powers of the Member Club in relation to resolutions to be passed at the meetings.

48.2 In addition to each Member Club's appointed Representative, Individual and Associate Members of Judo NSW are entitled to attend meetings to observe but they may not debate or vote. Life Members may also attend, debate but not vote.

## **49. RIGHT TO APPOINT PROXY NOT PERMITTED**

49.1 Proxy voting must not be undertaken at or in respect of a general meeting.

## **50. AUTHORITY GIVEN BY APPOINTMENT**

50.1 Unless the terms of the appointment specify to the contrary, an appointment by a Member Club confers the following authority on a Representative:

- a) to agree to a General Meeting being convened by shorter notice than is required by this Constitution;
- b) to speak to any proposed resolution; and
- c) to demand or join in demanding a poll on any resolution.

50.2 Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the Representative on how to vote on those resolutions, the appointment is taken to confer authority:

- a) to vote on any amendment moved to the proposed resolution and on any motion that the proposed resolutions not be put or any similar motion;
- b) to vote on any procedural motion; and
- c) to act generally at the meeting.

50.3 Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue, then the appointment confers authority to attend and vote:

- a) at the postponed or adjourned meeting; or
- b) at the new venue.

## **51. QUORUM**

51.1 For a quorum to exist at a General Meeting, Member Club Representatives present and eligible to vote must represent a minimum of one-third (1/3) of the Judo NSW member base, or number twenty (20) Member Clubs, whichever is the least figure.

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

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

- a) if convened by, or on requisition of, Members, is dissolved; and
- b) in any other case stands adjourned for thirty (30) days at a time and place as the Chair determines.

## **52. PRESIDING MEMBER**

52.1 The Chair or, in the Chair's absence, the Deputy-Chair, is entitled to preside as Chair at General Meetings.

52.2 If a General Meeting is convened and there is no Chair, or no Chair is present within fifteen (15) minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):

- a) a Director (or other person) chosen by a majority of the Directors present;
- b) the only Director present; or
- c) a Representative of a Member Club who is entitled to vote and is chosen by a majority of the Member Club's present.

### **53. CONDUCT OF GENERAL MEETINGS**

53.1 The Chair:

- a) has charge of the general conduct of the meeting and of the procedures to be adopted;
- b) may require the adoption of any procedure which in the Chair's opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
- c) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever the Chair considers it necessary or desirable for the proper conduct of the meeting.

53.2 A decision of the Chair under clause 53.1 is final.

### **54. ADJOURNMENT OF GENERAL MEETINGS**

54.1 The Chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

54.2 The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the Members present.

54.3 Only unfinished business is to be transacted at a meeting resumed after an adjournment.

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

54.5 If a quorum is not present within thirty (30) minutes after the time appointed for the adjourned meeting, those Members then present shall constitute a quorum.

### **55. USE OF TECHNOLOGY AT GENERAL MEETINGS**

55.1 A General Meeting may be held at two (2) or more venues using any technology approved by the Board that gives each of the Member Club's a reasonable opportunity to participate.

55.2 A Member Club who participates in a General Meeting using that technology is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

### **56. RESOLUTIONS**

56.1 Subject to the requirements of the Act, an ordinary resolution is carried if more than half the votes cast on the resolution are in favour of the resolution.

56.2 Subject to the fulfilling of all requirements of section 39 of the Act, a Special Resolution is carried if more than three quarters (>75%) of the votes cast on the resolution are in favour of the resolution.

### **57. EQUALITY OF VOTES**

57.1 Where an equal number of votes are cast in favour of and against the resolution, the Chair will have a second or casting vote.

### **58. DECLARATION OF RESULTS**

58.1 At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

58.2 A declaration by the Chair that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect is recorded in the minutes of the meetings of Judo NSW, is conclusive evidence of the fact.

58.3 Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of votes recorded for or against the resolution.

## **59. POLL**

59.1 On a motion by the Chair of the meeting or by any Member present at the meeting, a poll must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is a resolution of the meeting at which the poll was demanded.

59.2 A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.

59.3 A demand for a poll may be withdrawn.

59.4 A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

## **60. OBJECTION TO VOTING QUALIFICATION**

60.1 An objection to the right of a person to attend and vote at a General Meeting (including an adjourned meeting):

- a) may not be raised except at that meeting; and
- b) must be referred to the Chair, whose decision is final.

60.2 A vote disallowed under the objection is valid for all purposes.

## **61. CHAIR TO DETERMINE ANY POLL DISPUTE**

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

## **62. VOTES OF MEMBERS**

62.1 At a General Meeting, on a show of hands and on a poll, each of the Member Clubs shall have the votes set out in this clause 62.

62.2 Each Member Club will receive votes in accordance with clause 11.1.

62.3 No Member other than Member Clubs shall be entitled to vote at General Meetings.

62.4 A Member is not entitled to vote at any General Meeting unless all monies due and payable by the Member to Judo NSW have been paid.

### **Proxy Votes**

62.5 Member Clubs may vote by proxy.

### **Postal or Electronic Ballots**

62.6 Judo NSW may hold a postal or electronic ballot (as the Board determines) to determine any issue or proposal other than an appeal in a disciplinary matter.

62.7 A postal or electronic ballot is to be conducted in accordance with Schedule 3 of the Regulation.

## PART 4 - MISCELLANEOUS

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### 63. INDEMNITY AND INSURANCE

- 63.1 Subject to clause 63.2 and clause 63.3, Judo NSW indemnifies each Judo NSW Officer out of the assets of Judo NSW against all losses and liabilities (including costs, expenses and charges) incurred by that person as a Judo NSW Officer.
- 63.2 The indemnity in clause 63.1 does not apply to indemnify any Judo NSW Officer to the extent that Judo NSW is precluded by law from giving such an indemnity, including but not limited to circumstances where:
- a) a liability is owed to Judo NSW or a related body corporate;
  - b) a liability arises as a result of a pecuniary penalty order;
  - c) any loss or liability owed to someone other than Judo NSW or a Related Body Corporate did not arise out of conduct in good faith;
  - d) the Judo NSW Officer has incurred legal costs in defending an action for a liability incurred in the capacity as a Judo NSW Officer if the costs are incurred:
    - i. in defending or resisting proceedings in which the Judo NSW Officer is found to have a liability for which they cannot be indemnified pursuant to sub-clauses 63.2 a)- c);
    - ii. in defending or resisting criminal proceedings in which the Judo NSW Officer is found guilty;
    - iii. in defending or resisting proceedings brought by any regulator or a liquidator for a court order if the grounds for making the order are found by the court to have been established; or
    - iv. in connection with proceedings for relief to the Judo NSW Officer in which the court denies the relief.
- 63.3 The indemnity in clause 63.1 does not apply to indemnify any Judo NSW Officer for any amount which the Judo NSW Officer is otherwise entitled to be indemnified and is indemnified by another person (including an insurer under any insurance policy).
- 63.4 Notwithstanding the provisions in clause 63.2 and clause 63.3, Judo NSW may:
- a) indemnify a Judo NSW Officer for the costs of responding to an investigation by a regulator before any proceedings are, or may be, commenced; or
  - b) pay legal costs to a Judo NSW Officer in advance of any finding of guilt, wrongdoing, lack of bad faith, denial of relief or confirmation of indemnity from a third party provided that any advancement will be conditional upon the Judo NSW Officer agreeing in writing to repay any amount paid if indemnity is ultimately not payable in accordance with the provisions of clauses 63.2 or 63.3.
- 63.5 The provision of the indemnity in this clause will continue and is enforceable by a Judo NSW Officer even though that person is no longer a Judo NSW Officer.
- 63.6 Judo NSW may enter a deed with any Judo NSW Officer on terms confirming and reflecting the indemnity provisions in clauses 63.1 to 63.5.
- 63.7 To the extent permitted by law, Judo NSW may pay or agree to pay a premium for a contract insuring an Judo NSW Officer against any losses and liabilities (including costs, expenses and charges) incurred by that person as an Judo NSW Officer.

### 64. SOURCE OF FUNDS

- 64.1 The funds of Judo NSW are to be derived from:

- a) annual subscriptions of members;
- b) tournament entry fees;
- c) sponsorships;
- d) donations; and
- e) subject to any resolution passed in a General Meeting, any other sources that the Board determines.

64.2 All money received by Judo NSW must be deposited as soon as practicable and without deduction to the credit of Judo NSW's main bank or other authorised deposit-taking institution account.

64.3 Judo NSW must, as soon as practicable after receiving any money, issue an appropriate receipt.

## **65. MANAGEMENT OF FUNDS**

65.1 The funds of Judo NSW are to be used solely in pursuance of the Objects in the manner that the Board determines.

65.2 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by two (2) authorised signatories.

65.3 Working accounts may be established to allow the transfer of funds from the main account to facilitate the functions of the organisation for a period of time and a nominated amount, as determined by the Board of Management.

65.4 Investment accounts may be established in the name of the Judo NSW as determined by the Board.

65.5 The Executive Officer shall be a signatory to every account.

65.6 The Board shall receive a financial report at each meeting.

## **66. NOT FOR PROFIT**

66.1 Subject to the Act and the Regulation, Judo NSW must apply its funds and assets solely in pursuance of the Objects of Judo NSW and must not conduct its affairs so as to provide a pecuniary gain for any of its Members.

Note. Section 5 of the Act defines pecuniary gain for the purpose of this clause.

## **67. WINDING UP AND DISSOLUTION**

### **Contribution of Members on Winding Up**

67.1 Each Member must contribute to Judo NSW's property if Judo NSW is wound up while they are a Member or within one year after their membership ceases.

67.2 The contribution is for:

- a) payment of Judo NSW's debts and liabilities contracted before their membership ceased;
- b) the cost of winding up; and
- c) adjustments of the rights of the contributories among themselves' and the amount is not to exceed \$1.00;

67.3 No other Member must contribute to the property if Judo NSW is wound up.

### **Excess Property on Winding Up**

67.4 If on winding up or dissolution of Judo NSW, and after the satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:

- a) having Objects similar to those of Judo NSW; and
- b) whose Constitution prohibits (or each of whose Constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- c) That body is, or those bodies are, to be determined by the Member Clubs at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

## **68. CHANGE OF NAME, OBJECTS AND CONSTITUTION**

- 68.1 An application for registration of a change in Judo NSW name, or Objects in accordance with section 10 of the Act is to be made by the Executive Officer or a Member of the Board.
- 68.2 This Constitution, and any provision in this Constitution may only be amended, repealed or replaced by a Special Resolution of Members present and entitled to vote at an AGM or Special General Meeting.
- 68.3 Any amendment to, or repeal or replacement of, any provision under this Constitution will take effect:
- a) from the close of the AGM or Special General Meeting at which a resolution amending, repealing or replacing a provision of the Constitution is passed; or
  - b) from a later date specified in this Constitution or in the resolution passing the amendment, repeal or replacement of a provision; and subject to any condition or requirement imposed by a resolution or under this Constitution being met.
- 68.4 If this Constitution is amended, repealed or replaced, a copy of the amended or replacement Constitution certified under the seal of Judo NSW must be lodged and accepted by the Director-General of NSW Fair Trading before it becomes legally binding.

## **69. JUDO NSW BOOKS**

### **Custody of Books**

- 69.1 Except as otherwise provided by this Constitution, all records, books and other documents relating to Judo NSW must be kept in New South Wales at the main premises of Judo NSW, in the custody of the Executive Officer.

### **Inspection of Books**

- 69.2 The following documents must be open to inspection, free of charge, by a Member of Judo NSW at any reasonable hour:
- a) records, books and other financial documents of Judo NSW,
  - b) this Constitution,
  - c) minutes of all Board and Committee meetings and General Meetings of Judo NSW.
- 69.3 A Member may obtain a copy of any of the documents referred to in clause 69.2 on payment of a fee of not more than \$1 for each page copied.
- 69.4 Despite 69.2 and 69.3, the Board may refuse to permit a Member to inspect or obtain a copy of records of that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of Judo NSW.

## **70. NOTICES**

- 70.1 Where any notice must be given under this Constitution, it may be given in writing either by email or by post.

## **71. FINANCIAL YEAR**

71.1 Means the year commencing 1 July and ending 30 June the following year.

## **72. EXECUTION OF DOCUMENTS**

72.1 Judo NSW may execute a document if the document is signed by:

- a) two (2) Directors; or
- b) one (1) Director and the Executive Officer as authorised by the Board to do so.

## **73. SEAL**

73.1 The Executive Officer shall provide for safe custody of the Seal.

73.2 The Seal shall only be used by authority of the Board and every document to which the seal is affixed shall be signed by two (2) Board Members.

## **74. JUDO NSW POLICIES, STANDARD OPERATING PROCEDURES AND BY-LAWS**

74.1 The Board may from time to time pass a resolution adopting or amending Policies and Standard Operating Procedures.

74.2 Directors and Judo NSW Members must comply with any Policies and Standard Operating Procedures made under this Constitution as if they were part of this Constitution.

74.3 Judo NSW will publish all Policies and Standard Operating Procedures as soon as practicable after they are made or adopted.

74.4 If any part of the Policies and Standard Operating Procedures are inconsistent with this Constitution the terms of this Constitution prevail.



## APPENDIX A – DEFINITIONS AND INTERPRETATION

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In this Constitution the following terms mean:

**the Act** means the Associations Incorporation Act 2009 (NSW).

**the Regulation** means the Associations Incorporation Regulation 2016 (NSW).

**Annual General Meeting** or **AGM** means the annual gathering of Member Clubs.

**Board** means the governing body consisting of the Directors and is responsible for overseeing the running of Judo NSW.

**Chair** means the Director appointed by the Board to be the Chair of the Board.

**Commencement Date** means 1 November 2020 being the date on which this Constitution will come into effect.

**Committee** means a committee established by the Board.

**Constitution** means this document and its appendices as amended from time to time, and a reference to a particular rule is a reference to a rule of this Constitution.

**Corporations Act** means the Corporations Act 2001 (Cth) and includes any law of New South Wales, or any law of the Commonwealth, that is declared by the regulations to be a corresponding law for the purposes of this Act.

**Director** means an Elected Director or an Independent Director of Judo NSW.

**Directors** means, as the case requires, all or some of the Directors acting together in accordance with their powers and authority under this Constitution.

**Disciplinary Meeting** means a meeting of the Ethics Council under the Disciplinary Procedures at which a disciplinary matter is to be considered.

**Dispute** means a disagreement, grievance or complaint in relation to matters arising out of this Constitution.

**Elected Director** means a Member elected as a Director of Judo NSW in accordance with the provisions of this Constitution.

**Employee** means a person employed for wages or salary by Judo NSW.

**Ethics Council** means the council formed by the Board for the purposes of implementing the Disciplinary Procedures.

**Executive Officer** means a person employed by Judo NSW from time to time in the role of the Public Officer.

**Fit and Proper Person** means a person having the attributes of good character, diligence, honesty, integrity and judgement which can reasonably be expected of a Judo NSW Member or of any position of office held under this Constitution.

**Full Term** means a two-year term in the case of an Elected Director or in the case of an Independent Director, the term for which they were appointed at the relevant time (whether or not either such term is served in full).

**General Meeting** means a general meeting of Member Clubs of Judo NSW and includes the Annual General Meeting (AGM) and any Special General Meeting (SGM).

**Individual Member** means a person admitted in a category of membership and/or a person who was a current member at the Commencement Date and who continues as a member after the Commencement Date.

**IJF** means the International Judo Federation.

**Independent Director** means a Director appointed to the Board in accordance with this Constitution.

**Judo** means the sport of Judo as evolved by its founder, Jigoro Kano, as recognised and regulated by the IJF from time to time and includes sport for athletes with disabilities.

**Judo NSW** means the Judo Federation of Australia (New South Wales Branch) incorporated under the Associations Incorporation Act 2009 (NSW).

**Judo NSW Officer** means a Director and any other officer, employee, former officer, former employee of Judo NSW.

**Life Member** means a Member who has been awarded a life membership of Judo NSW by the Board of Judo NSW.

**Membership Register** means the register of all Judo NSW Members established and kept by Judo NSW.

**Member Club** an entity that satisfies the eligibility criteria and that has been admitted as a member of Judo NSW in accordance with this Constitution and/or was a current member at the Commencement Date and who continues as a member after the Commencement Date.

**MPP** means the Member Protection Policy adopted by Judo NSW from time to time.

**NSW** means the State of New South Wales.

**Objects** means the purpose and objectives of Judo NSW.

**Policies and Standard Operating Procedures** means policies and/or procedures issued by the Board from time to time applicable to Directors, Members, Committees.

**Previous Constitution** means the Constitution of Judo NSW as amended on 25 September 2008.

**Representative** means the Judo NSW Member elected or appointed by a Member Club to attend and vote at the Annual General Meeting or Special General Meeting.

**Special Resolution** means a resolution which must be passed by a majority of at least 75% of votes which are cast by Members entitled to vote at the relevant General Meeting in accordance with this Constitution.

## **INTERPRETATION**

In this Constitution, unless the context otherwise requires:

- a) words importing the singular include the plural and vice versa;
- b) headings used in this Constitution do not form part of or affect the construction or interpretation of this Constitution;
- c) a reference to a person is a reference to a natural person;
- d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of a word or phrase defined in this Constitution have a corresponding meaning;
- e) a document (including this Constitution) includes all amendments or supplements to, or replacements or novation of, that document;
- f) “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- g) “law” includes legislation, the rules of the general law, including common law and equity, and any judgment order or decree, declaration or ruling of a court of competent jurisdiction or governmental agency binding on a person or the assets of that person;
- h) “body” includes any company, trust, partnership, joint venture, association, corporation or other body corporate and any government agency.