

## **CONSTITUTION**

**SOUTH AUSTRALIAN HOCKEY ASSOCIATION INC**

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ASSOCIATIONS INCORPORATION ACT 1985 (SA)

CONSTITUTION

of

SOUTH AUSTRALIAN HOCKEY ASSOCIATION INC

1. NAME OF ASSOCIATION

The name of the Association is South Australian Hockey Association Inc Incorporated ("**Association**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

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

"**Affiliate Member**" means an individual who is not an Individual Member but is an umpire, referee, coach, and other official or individual who is associated with the Association and who is Member.

"**Associate Member Club**" means a non-hockey playing club that exists to promote or support the sport of hockey in South Australia and which is a Member but does not directly enter teams in to a hockey playing competition.

"**Association**" means South Australian Hockey Association Incorporated.

"**Board**" means the body consisting of the Directors.

"**Chief Executive Officer**" means a person appointed by the Board as chief executive of the Association pursuant to Clause 19. Chief Executive Officer may be taken to be any potential title for the highest ranking employee, including but not limited to general manager.

"**Club**" means either a Member Club or an Associate Member Club.

"**Competition Rules**" means the rules of any hockey playing competition conducted under the auspices of the Association as published from time to time.

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

"**Country Club**" means a Club which is a member of a Region.

"**Deed of Access, Indemnity and Insurance**" means a deed of that name in the form approved from time to time by the Members in Annual General Meeting (save for such consequential changes as are required to individualise the form of document to apply to any particular Director).

"**Delegate**" means the person(s) appointed from time to time to act for and on behalf of a Region or a Club and to represent the Region or Club at General Meetings.

"**Director**" means a director of the Association and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the Chief Executive Officer.

“**FIH**” means the International Federation for hockey.

“**Financial year**” means the period ending on 31 December 2017 and thereafter a period of 12 months commencing on 1 January and ending on 31 December each year.

“**General Meeting**” means the annual or any special general meeting of the Association.

“**HAL**” means Hockey Australia Limited.

“**Individual Member**” means a registered, financial member of a Club that is Affiliated to the Association (as notified by the Club to the Association at the time of an annual application for affiliation in accordance with **clause 6 or in such other manner as the Association approves from time to time**) and recorded in the Register.

“**Intellectual Property**” means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association in South Australia.

“**Judiciary Committee**” means any Judiciary Committee set up under this Constitution or the Regulations.

“**Life Member**” means an individual appointed as a Life Member of the Association under **clause 5.2**.

“**Member**” means a person for the time being recorded in the register of members of the Association within one of the classes of members referred to under **clause 5**.

“**Member Club**” means a hockey playing club which is a Member, and includes Metropolitan Clubs and Country Clubs.

“**Metropolitan Club**” means a hockey playing club, which is a Member, or which is otherwise affiliated with the Association and competing in the winter hockey competition conducted in the metropolitan area of Adelaide and operated by the Association.

“**Objects**” means the objects of the Association in **clause 2**.

“**Region**” means a hockey regional association, which is a Member, or is otherwise affiliated with the Association.

“**Register**” means the register of Members maintained by the Association in accordance with **clause 7**.

“**Regulations**” means any Regulations made by the Board under **clause 38**.

“**Seal**” means the common seal of the Association.

“**Special Resolution**” means a special resolution defined in the Act.

“**Sport**” means the sport of hockey.

“**Stadium**” means the hockey complex situated at State Sports Park, Main north Road, Gepps Cross, South Australia occupied by the Association.

## 2.2 Interpretation

In this Constitution:

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

- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

### **2.3 Severance**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

### **2.4 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

## **3. OBJECTS OF THE ASSOCIATION**

The Association is established solely for the Objects. The Objects of the Association are to:

- (a) participate as a member of HAL so hockey can be conducted, encouraged, promoted, advanced and administered in South Australia;
- (b) conduct, encourage, promote, advance and administer hockey throughout South Australia;
- (c) ensure the maintenance and enhancement of the Association, HAL, the Members and hockey, its standards, quality and reputation for the benefit of the Members and hockey;
- (d) at all times promote mutual trust and confidence between the Association, HAL and the Members in pursuit of these Objects;
- (e) at all times act on behalf of, and in the interest of, the Members and hockey in South Australia;
- (f) promote the economic and community service success, strength and stability of the Association, the Members and hockey in South Australia;

- (g) affiliate and otherwise liaise with HAL and adopt its rule and policy framework to further these Objects and hockey;
- (h) use and protect the Intellectual Property;
- (i) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (j) strive for Government, commercial and public recognition of the Association as the controlling body for hockey in South Australia;
- (k) abide by, promulgate, enforce and secure uniformity in the application of, the rules of hockey as may be determined from time to time by HAL or FIH and as may be necessary for the management and control of hockey and related activities in South Australia;
- (l) advance the operations and activities of the Association throughout South Australia;
- (m) further develop hockey into an organised institution and with these Objects in view, to foster, regulate, organise and manage examinations, competitions, displays and other activities and to issue badges, medallions and certificates and award trophies to successful Members;
- (n) review and/or determine any matters relating to hockey which may arise, or be referred to it, by any Member;
- (o) recognise any penalty imposed by any Member;
- (p) act as arbiter (as required) on all matters pertaining to the conduct of hockey in South Australia, including disciplinary matters;
- (q) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of hockey in South Australia;
- (r) adopt and implement such policies as may be developed by HAL, including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in hockey;
- (s) represent the interests of its Members and of hockey generally in any appropriate forum in South Australia;
- (t) have regard to the public interest in its operations;
- (u) do all that is reasonably necessary to enable these Objects to be achieved and enable Members to receive the benefits which these Objects are intended to achieve;
- (v) promote the health and safety of Members and all other participants in hockey in South Australia;
- (w) seek and obtain improved facilities for the enjoyment of hockey in South Australia; and
- (x) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

#### 4. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.

#### 5. MEMBERS

##### 5.1 Categories of Members

The categories of members of the Association shall consist of:

- (a) Regions, which subject to this Constitution, shall be represented by a Delegate, and who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Region at General Meetings;
- (b) Metropolitan Clubs, which subject to this Constitution, shall be represented by a Delegate, and who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Club at General Meetings;
- (c) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall have no voting rights;
- (d) Individual Members and Affiliate Members who shall have the right to be present at General Meetings but shall have no rights to debate or to vote at General Meetings;
- (e) Associate Member Clubs and Country Clubs, which subject to this Constitution shall be represented by a Delegate, and who shall have the right to be present at General Meetings but shall have no rights to debate or to vote at General Meetings;
- (f) The Directors who shall have the right to be present at General Meetings and shall have the right to debate at such meetings but shall not have the right to vote; and
- (g) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board can not be granted voting rights without the approval of the Association in General Meeting.

##### 5.2 Life Members

- (a) The Board may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to the Association or hockey, where such service is deemed to have assisted the advancement of hockey in South Australia, be appointed as a Life Member.
- (b) A resolution of the Annual General Meeting to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.
- (d) Nominations for Life Membership may be made by any Member.



- (e) No more than four (4) Life Memberships shall be conferred in any one financial year.
- (f) Life Members shall be granted honorary membership of the Stadium.
- (g) The Association may, at any subsequent Annual General Meeting, revoke a Life Membership by a vote of not less than 75% (seventy five per cent) of the Members present at that meeting.

## **6. AFFILIATION**

### **6.1 Regions and Clubs**

- (a) To be, or remain, eligible to be a Member, a Region or Club must be incorporated or in the process of incorporation and must be affiliated with the Association. This process of incorporation must be complete within one year of applying for membership under this Constitution.
- (b) For such time as the Region or Club is not incorporated, the secretary of any such unincorporated Region or Club shall be deemed to be the Member (on behalf of the unincorporated entity), and shall be entitled to exercise the same voting and other rights and have the same obligations and shall follow such procedures on behalf of the unincorporated Region or Club as incorporated Members, to the extent that this is possible.
- (c) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Region or Club shall be resolved by the Board in its sole discretion.
- (d) Failure to incorporate within the period stated in **clause 6.1(a)** shall result in the expulsion of the secretary (acting on behalf of the unincorporated entity) from membership. The expelled unincorporated entity shall not be entitled to re-apply for membership until it becomes incorporated.

### **6.2 Application for Affiliation**

An application for affiliation must be made:

- (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Association;
- (b) accompanied by a copy of the applicant's register of members and constitution (which must be acceptable to the Association and must substantially conform to this Constitution) provided that the applicant's constitution need not be attached if it has not changed since the applicant's last application for affiliation; and
- (c) accompanied by the appropriate fee (if any);

or in such alternative manner as may be provided in Regulations from time to time.

### **6.3 Discretion to Accept or Reject Application**

- (a) The Association may accept or reject an application whether the applicant has complied with the requirements in **clauses 6.1** and **6.2** or not. The Association shall not be required or compelled to provide any reason for such acceptance or rejection.

- (b) Where the Association accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The Chief Executive Officer shall amend the Register accordingly as soon as practicable.
- (c) Where the Association rejects an application the Association shall refund any fees forwarded with the application and the application shall be deemed rejected by the Association.

#### **6.4 Re-Affiliation**

- (a) Regions and Clubs must re-affiliate annually with the Association in accordance with the procedures set down by the Association in Regulations from time to time.
- (b) Upon affiliation or re-affiliation a Region or a Club must lodge with the Association an updated copy of its constitution (including all amendments) and must provide details of any change in its Delegate and any other information reasonably required by the Association. Each Region and Club must ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to the HAL constitution. Upon affiliation or re-affiliation, each Club must notify the Association of its registered financial members that should be registered by the Association as Individual Members. By notifying the name of a person to be registered by the Association as an Individual Member the Club warrants that it is duly authorised as the agent of such person to confirm that such person will be bound to the terms of this Constitution for so long as that person remains an Individual Member in the form of **clause 8**.

#### **6.5 Deemed Membership**

- (a) All members which or who are, prior to the approval of this Constitution under the Act, members of the Association, shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Regions and Clubs shall provide the Association with such details as are reasonably required by the Association under this Constitution within one (1) month of the approval of this Constitution under the Act.
- (c) Any members of the Association prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.5(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

### **7. REGISTER OF MEMBERS**

#### **7.1 Association to keep register**

The Association shall keep and maintain a register in which shall be entered (as a minimum):

- (a) the full name, address, category of membership and date of entry to membership of each Region and Club; and
- (b) the full name, address and date of entry to membership of each Director and Life Member;
- (c) where applicable, the date of termination of membership of any Region or Club; and
- (d) the name and category of membership of each other Member.

Regions, Clubs, Directors and Life Members shall provide notice of any change and required details to the Association within one month of such change.

## **7.2 Inspection of register**

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any Life Member or Director, shall be available for inspection (but not copying) by Members, upon reasonable request.

## **7.3 Use of register**

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

## **8. EFFECT OF MEMBERSHIP**

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 Regulations and the HAL constitution and regulations;
- (b) they shall comply with and observe this Constitution and the Regulations 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 Regulations they are subject to the jurisdiction of the Association and HAL;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of hockey in South Australia; and
- (e) they are entitled to all benefits, advantages, privileges and services of the Association through such membership.

## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1 Notice of Resignation**

- (a) A Member having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one months notice in writing to the Association of such resignation or withdrawal.
- (b) A Region or a Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Region or Club. A copy of the relevant minutes of the Region or Club meeting showing that the Special Resolution has been passed by the Region or Club must be provided to the Association.
- (c) If a Club ceases to be a Member under this Constitution, the membership of all Individual Members affiliated or registered with or through the Club shall automatically cease at that time.
- (d) Upon the Association receiving notice of resignation of membership given under **clauses 9.1(a) and (b)**, an entry in the Register shall be made recording the date on which the Member who or which gave notice ceased to be a Member and removing from the Register the relevant Individual Members.

## **9.2 Discontinuance for breach**

- (a) Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee.
- (b) Membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Association giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under **clause 9.3** as soon as practicable.

## **9.3 Discontinuance for failure to re-affiliate**

Membership of the Association may be discontinued by the Board if a Region or Club has not re-affiliated with the Association within one month of re-affiliation falling due. The register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable. **Clause 9.1(c)** will apply in those circumstances.

## **9.4 Member to Re-Apply**

A Member whose membership has been discontinued under **clauses 9.2** or **9.3**:

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

## **9.5 Forfeiture of Rights**

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately. Where a Region or Club ceases to be a Member it shall also forfeit all representation rights on the Board and at General Meetings.

## **9.6 Delegate Position Lapses**

The position of Delegate shall lapse immediately on cessation of membership of a Region or a Club.

## **9.7 Membership may be Reinstated**

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

## **9.8 Refund of Membership Fees**

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

## **10. DISCIPLINE**

- (a) Where the Board is advised or considers that a Member has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations, the HAL Constitution or Regulations or any resolution or determination of the Board or any duly authorised committee; or
  - (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association, HAL and/or hockey; or
  - (iii) brought the Association, HAL, any other Member or hockey into disrepute; or
  - (iv) failed to pay any fees, charges or levies due by that Member;

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 the appeal mechanisms of the Association set out in the Regulations.

- (b) The Board may appoint a Judiciary Committee (including the appointment of a Commissioner) to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but subject always to the Act.

## **11. SUBSCRIPTIONS AND FEES**

The annual membership subscription (if any) and any fees or other levies payable by Members to the Association, (including but not limited to match fees and fines) the time for and manner of payment, shall be as determined by the Board.

## **12. EXISTING DIRECTORS**

- (a) The members of the administrative or governing body (by whatever name called) of the Association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution. After this General Meeting the positions of Directors shall be filled, vacated and otherwise dealt with in accordance with this Constitution.
- (b) The person known and appointed to the position of Chief Executive Officer (or similar title) immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

## **13. POWERS OF THE BOARD**

Subject to the Act and this Constitution, the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Board. In particular, the Board as the governing body for hockey in South Australia shall be responsible for acting on State and local issues in accordance with the Objects and shall operate for the benefit of the Members and the community throughout South Australia and shall govern hockey in South Australia in accordance with this Constitution and in particular the Objects.

## **14. COMPOSITION OF THE BOARD**

### **14.1 Composition of the Board**

Of the Directors from time to time not less than one third must be male and not less than one third must be female. The Board shall comprise:

- (a) six (6) elected Directors;

who must all be Individual Members or Affiliate Members and who shall be elected under **clause 14.2**; and

- (b) up to three (3) appointed Directors;

who need not be Individual Members or Affiliate Members and who may be appointed by the Directors elected under **clause 16**.

A Director cannot also be Delegate.

### **14.2 Election and Appointment of Directors**

- (a) The elected Directors shall be elected under clause 15.
- (b) The appointed Directors may be appointed under **clause 16**.

### **14.3 Portfolios**

The Board may allocate portfolios to Directors.

## **15. ELECTED DIRECTORS**

### **15.1 Nominations**

- (a) Nominations for elected Director positions shall be called for forty-two (42) days prior to the Annual General Meeting. When calling for nominations details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be as determined by the Board from time to time.
- (b) Nominees for elected Director positions must declare any position they hold in a Region or a Club including as an officer (howsoever described including as a Delegate) or as a full time employee.

### **15.2 Form of Nomination**

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by an authorised representative from one (1) Region and/or Club;
- (d) certified by the nominee (who must be an Individual Member or an Affiliate Member) expressing his willingness to accept the position for which she is nominated; and
- (e) delivered to the Association not less than thirty-five (35) days before the date fixed for the Annual General Meeting.

### **15.3 Elections**

- (a) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 15.3(a)**, the positions not filled will be deemed casual vacancies under **clause 17.1**.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

### **15.4 Term of Appointment for Elected Directors**

- (a) Directors elected under this **clause 15** shall be elected for a term of three (3) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the Annual General Meeting at which the election occurred until the conclusion of the third Annual General Meeting following.
- (b) Two (2) elected Directors shall retire each year until, after three (3) years the six (6) original elected Directors have retired after which those elected Directors (or their replacements) who first retired, shall retire and so on.
- (c) The sequence of retirements under **clause 15.4(b)** to ensure rotational terms shall be determined by the Board. If the Board can not agree it will be determined by lot.
- (d) Following the adoption of this Constitution, no person who has served as an elected Director for a period of three (3) consecutive full terms shall be eligible for election as an elected Director until the next Annual General Meeting following the date of conclusion of his last term as an elected Director.
- (e) Any term served as an Appointed Director shall be counted in determining the length of service for the purpose of this clause.

## **16. APPOINTED DIRECTORS**

### **16.1 Appointment of Directors**

The elected Directors may appoint up to three (3) appointed Directors.

### **16.2 Qualifications for appointed Directors**

The appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Individual Members or Affiliate Members but must be natural persons. Appointed Directors can not also be a Delegate.

### **16.3 Term of Appointment**

- (a) Appointed Directors may be appointed by the elected Directors under this Constitution for a term of up to three (3) years as shall be determined by the Board.
- (b) The Board may re-appoint an Appointed Director for further terms subject to **clause 16.3(c)**.
- (c) Following the adoption of this Constitution, no person who has served as an appointed Director for a period of nine (9) consecutive years shall be eligible for appointment as an appointed Director unless that period has ceased to be a Director for at least twelve months or unless approved by a resolution at an Annual General Meeting.
- (d) Any term served as an Elected Director shall be counted in determining the length of service for the purpose of this clause.

## **17. VACANCIES ON THE BOARD**

### **17.1 Casual Vacancies**

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the term that would have applied to a person duly elected under this Constitution who would have been subject to retirement in rotation in the ordinary course of **clause 15**.

### **17.2 Grounds for Termination of Director**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with her creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (d) resigns her office in writing to the Association;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (f) holds any office of employment with the Association;
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of her interest;
- (h) in the opinion of the Board (but subject always to this Constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association; or
  - (ii) has brought the Association into disrepute; or



(iii) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*; or

(i) is removed by Special Resolution.

### **17.3 Board May Act**

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute such a quorum.

## **18. MEETINGS OF THE BOARD**

### **18.1 Board to Meet**

The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act) and subject to this Constitution may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board within a reasonable time.

### **18.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

### **18.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by facsimile or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.
- (b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
  - (i) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
  - (ii) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution and such notice specifies that Directors are not required to be present in person;
  - (iii) if a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; and

- (iv) any meeting held where one (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **18.4 Quorum**

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is a simple majority of Directors who are eligible to vote.

#### **18.5 Notice of Board Meetings**

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than fourteen (14) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

#### **18.6 Chairperson**

- (a) The Board shall appoint a chairperson. The chairperson shall be the nominal head of the Association (and shall have the right to use the title of "President" or "Chairperson" or "Chairman") and will act as chair of any Board meeting or General Meeting at which he/she is present. If the chairperson is not present, or is unwilling or unable to preside at a board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.
- (b) The chairperson shall be appointed subject to such rights and conditions as the Board shall from time to time determine.

#### **18.7 Directors' Interests**

A Director is disqualified from:

- (a) holding any position on or with the management committee in a Member Club, Region or Associate Member Club; and
- (b) holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested;
- (c) contracting with the Association either as vendor, purchaser, sponsor or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Director is in any way interested will be void unless approved by the Board.

#### **18.8 Conflict of Interest**

A Director shall declare his interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) disciplinary matter; or
- (d) financial matter;

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, absent himself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

#### **18.9 Disclosure of Interests**

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.
- (b) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

#### **18.10 General Disclosure**

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **clause 18.9** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

#### **18.11 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director in accordance with **clauses 18.8, 18.9** and/or **18.10** must be recorded in the minutes of the relevant meeting.

### **19. CHIEF EXECUTIVE OFFICER**

#### **19.1 Appointment of Chief Executive Officer**

A Chief Executive Officer may be appointed by the Board for such term and on such conditions as the Board thinks fit.

#### **19.2 Chief Executive Officer to act as Secretary and Public Officer**

The Chief Executive Officer shall act as and carry out the duties of Secretary and Public Officer of the Association and shall administer and manage the Association in accordance with the Act and this Constitution.

#### **19.3 Specific Duties**

The Chief Executive Officer shall:

- (a) as far as practicable attend all Board meetings and all General Meetings;
- (b) prepare the agenda for all Board and General Meetings;
- (c) record and prepare minutes of the proceedings of all Board meetings and General meetings, and shall use his best endeavours to distribute those minutes to Regions and Clubs promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Association.

#### **19.4 Board Power to Manage**

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

#### **19.5 Chief Executive Officer may employ**

The Chief Executive Officer may in consultation with the Board, as appropriate, employ such personnel as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the Chief Executive Officer determines.

### **20. DELEGATIONS**

#### **20.1 Board may Delegate Functions**

The Board may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions, and with such powers, as the Board determines from time to time. In exercising its power under this clause the Board must take into account broad stakeholder involvement

#### **20.2 Delegation by Instrument**

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

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

#### **20.3 Delegated Function Exercised in Accordance With Terms**

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

#### **20.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 18** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions and shall provide any other reports, minutes and information as the Board may require from time to time.

#### **20.5 Delegation may be Conditional**

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

## **20.6 Revocation of Delegation**

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

## **21. SEAL**

- (a) The Association shall have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal must not be used without the express authorisation of the Board, and every use of the Seal shall be recorded in the minute books of the Associations. The affixing of the Seal must be witnessed by two (2) Directors.

## **22. ANNUAL GENERAL MEETING**

- (a) An Annual General Meeting of the Association shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

## **23. SPECIAL GENERAL MEETINGS**

### **23.1 Special General Meetings May be Held**

The Board may, whenever it thinks fit, convene a Special General Meeting of the Association and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

### **23.2 Requisition of Special General Meetings**

- (a) The Chief Executive Officer shall on the requisition in writing of not less than five percent (5%) of voting Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Members making the requisition and be sent to the Association and may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Chief Executive Officer does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

## **24. NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Region, Club and Life Member or other Member entitled to receive notice at the address appearing in the Register kept by the Association. The auditor, Chief Executive Officer and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address. No other person shall be entitled as of right to receive notices of General Meetings.

- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the agenda for the meeting;
  - (ii) any notice of motion received from Members entitled to vote; and
  - (iii) forms of authority in blank for proxy votes.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 42**.

## **25. BUSINESS**

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an Annual General Meeting, with the exception of those matters set down in **clause 25(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

## **26. NOTICES OF MOTION**

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Chief Executive Officer not less than thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting.

## **27. PROCEEDINGS AT GENERAL MEETINGS**

### **27.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be ten.

### **27.2 Chairperson to preside**

The chairperson of the Board shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) in relation to any election for which the chairperson is a nominee; or
- (b) where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside the Delegates present shall appoint another Director to preside as chairperson for that meeting only.

### **27.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as

the chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.

- (b) The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 27.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

#### **27.4 Voting Procedure**

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

- (a) the chairperson; or
- (b) a simple majority of Delegates on behalf of their Members.

#### **27.5 Recording of Determinations**

Unless a poll is demanded under **clause 27.4**, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

#### **27.6 Where Poll Demanded**

If a poll is duly demanded under **clause 27.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

#### **27.7 Election Appeals**

Subject to the process outlined in the Regulations.

### **28. VOTING AT GENERAL MEETINGS**

#### **28.1 Members Entitled to Vote on a show of hands**

On a show of hands each Region and Metropolitan Club shall be entitled to one (1) vote at General Meetings which, subject to this clause shall be exercised by the Region or Club's Delegate. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**. The Directors and Chief Executive Officer shall have no right to vote at General Meetings.

#### **28.2 Members entitled to vote on a poll**

Where a poll is held each Region and Metropolitan Club shall be entitled to exercise two votes per senior team and/or masters team and one vote per junior team that are registered by that Club or Region with the Association.

### **28.3 Chairperson May Exercise Casting Vote**

Where voting at General Meetings is equal the motion is taken to be defeated as the chairperson does not have a casting vote.

### **28.4 Unfinancial members**

No Member shall have the right to vote if they are unfinancial and have any monies outstanding to the Association.

## **29. PROXY VOTING**

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Board from time to time, has been duly completed and executed and is lodged with the Chief Executive Officer at or before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote.
- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Delegate shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as he/she thinks fit.

## **30. STRATEGIC FORUM OF ASSOCIATION**

### **30.1 Strategic Forums**

The Association shall hold a strategic forum at least once per year. The object of the strategic forum is to:

- (a) inform the Board of significant membership issues;
- (b) assist the Board to design or review the Association's strategic plan and direction;
- (c) discuss statewide issues;
- (d) provide feedback to the Board on the results of its governance decisions in practice at Member level.

### **30.2 Attendees at Strategic Forums**

The following persons may attend strategic fora of the Association:

- (a) up to two (2) representatives from each Region; and
- (b) one (1) representative from each Club;
- (c) the Directors; and
- (d) such other persons the Board considers should be invited.

## **31. GRIEVANCE PROCEDURE**

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
  - (i) another Member; or
  - (ii) the Association



otherwise than with regard to the application of Competition Rules.

- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute to the State Sport Dispute Centre for resolution.
- (d) The Board may prescribe additional grievance procedures in Regulations consistent with this **Rule 31**.

## **32. RECORDS AND ACCOUNTS**

### **32.1 Records**

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

### **32.2 Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Chief Executive Officer.

### **32.3 Association to Retain Records**

The Association shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

### **32.4 Board to Submit Accounts**

The Board shall submit to the Members at the Annual General Meeting the statements of account of the Association in accordance with this Constitution and the Act.

### **32.5 Accounts Conclusive**

The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within three months (3) after such approval or adoption.

### **32.6 Accounts to be Sent to Members**

The Chief Executive Officer shall cause a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act to be made available to Members (if any) to be published on the Association's website, provided that to the extent that the Act requires it, all such documents must also be sent to all persons entitled to receive notice of and vote at Annual General Meetings (unless they consent otherwise).

### **32.7 Negotiable Instruments**

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors or in such other manner as the Board determines.

### **33. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Association in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the *Corporations Act* and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Association in General Meeting.
- (b) The accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

### **34. APPLICATION OF INCOME**

- 34.1** The income and property of the Association shall be applied solely towards the promotion of the Objects.
- 34.2** Except as prescribed in this Constitution or the Act:
  - (a) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
  - (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- 34.3** Nothing in **clauses 34.1** or **34.2** shall prevent payment in good faith of or to any Member for:
  - (a) any services actually rendered to the Association whether as an employee, Director or otherwise;
  - (b) goods supplied to the Association in the ordinary and usual course of operation;
  - (c) interest on money borrowed from any Member;
  - (d) rent for premises demised or let by any Member to the Association;
  - (e) any out-of-pocket expenses incurred by the Member on behalf of the Association;
  - (f) any purpose necessary or desirable in the opinion of the Directors to promote the Objects through the improvement in skills, knowledge, performance or training of a Member,

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

### **35. WINDING UP**

- (a) Subject to this Constitution the Association may be wound up in accordance with the Act.
- (b) The liability of the Members of the Association is limited.
- (c) Every Member undertakes to contribute to the assets of the Association if it is wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Association, such an amount not exceeding one dollar (\$1.00).

## **36. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be given or transferred to another organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Constitution. Such organisation organisations to be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of South Australia or other Court as may have or acquire jurisdiction in the matter.

## **37. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution.

## **38. REGULATIONS**

### **38.1 Board to Formulate Regulations**

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and hockey in South Australia as it thinks necessary or desirable. Such Regulations must be consistent with the Constitution, the HAL constitution, any regulations made by HAL and any policy directives of the Board.

### **38.2 Regulations Binding**

All Regulations are binding on the Association and all Members.

### **38.3 Regulations Deemed Applicable**

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 Regulations and shall continue to apply.

### **38.4 Bulletins Binding on Members**

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

## **39. STATUS AND COMPLIANCE OF ASSOCIATION**

### **39.1 Recognition of Association**

The Association is a member of HAL and is recognised by HAL as the controlling authority for hockey in South Australia and subject to compliance with this Constitution and the HAL constitution shall continue to be so recognised and shall administer hockey in South Australia in accordance with the Objects.

### **39.2 Compliance of Association**

The Members acknowledge and agree the Association shall:

- (a) be or remain incorporated in South Australia;

- (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 HAL without approval by Special Resolution; and
- (g) abide by the HAL constitution and the rules of hockey.

### **39.3 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 South Australia and;
- (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;
- (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.

## **40. ASSOCIATION'S CONSTITUTION**

### **40.1 Constitution of the Association**

This Constitution will clearly reflect the objects of HAL and will conform to the HAL constitution, subject always to the Act.

### **40.2 Operation of NSO constitution**

- (a) The Association will take all reasonable steps to ensure this Constitution conforms to the HAL constitution subject always to the Act.
- (b) The Association shall provide to HAL a copy of this Constitution and all amendments to this document. The Association acknowledges and agrees that the HAL has power to veto any provision in its Constitution which, in HAL's opinion, is contrary to the objects of HAL.

### **40.3 Register**

The Association shall maintain, in a form acceptable to HAL but otherwise in accordance with the Act, a register of all Regions and Clubs and if appropriate all Individual Members.

## **41. STATUS AND COMPLIANCE OF REGIONS AND CLUBS**

### **41.1 Compliance**

Regions and Clubs acknowledge and agree that they shall:

- (a) be or remain incorporated in South Australia;
- (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 Region or Club's annual general meeting;
- (d) recognise the Association as the authority for hockey in South Australia and HAL as the national authority for hockey;
- (e) adopt and implement such communications and Intellectual Property policies as may be developed by the Association from time to time; and
- (f) have regard to the Objects in any matter of the Region or Club pertaining to hockey.

### **41.2 Region and Club Constitutions**

- (a) The constituent documents of Regions and Clubs will clearly reflect the Objects and will conform to this Constitution.
- (b) Regions and Clubs will take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- (c) Regions and Clubs shall provide to the Association a copy of their constituent documents and all amendments to these documents. Regions and Clubs acknowledge and agree that the Association has power to veto any provision in a Region or Club constitution which, in the Association's opinion, is contrary to the Objects.
- (d) The constituent documents of each Region and Club shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Association as the authority for hockey in South Australia and HAL as the national authority for hockey in Australia.

### **41.3 Register**

Regions and Clubs shall maintain, in a form acceptable to the Association, a register of all members of the Region or Club. Each Region and Club shall provide a copy of the register at a time and in a form acceptable to the Association, and shall provide regular updates of the register to the Association.

## **42. NOTICE**

- (a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice by sending the notice by pre-paid post or

facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address, or in the case of a Delegate, to the last notified address, facsimile number or electronic mail address or, in the case of an Individual Member to the registered address or facsimile number or electronic mail address of the Club of which they are a registered financial member.

- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.
- (e) The failure of any Member to receive a notice in no way invalidates that notice.

#### **43. PATRONS AND VICE PATRONS**

The Association at its Annual General Meeting may appoint annually on the recommendation of the Board a chief Patron and such number of Patrons as it considers necessary, subject to approval of that person or persons.

#### **44. INDEMNITY**

- (a) Every Director and employee of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Association shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:
  - (i) in the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
  - (ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.
- (c) The Association may enter into a Deed of Access, Indemnity and Insurance with each person that is from time to time elected or appointed as a Director or other officer of the Association. The entry into a Deed of Access, Indemnity and Insurance may be authorised by a resolution of the Directors (provided that the Director with whom the Association proposes to enter into Deed of Access, Indemnity and Insurance must not participate in the deliberations or vote on any resolution authorising the entry into that Deed of Access, Indemnity and Insurance).

#### **45. AUTHORITY TO TRADE**

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