

CONSTITUTION AUSTRALIAN CLAY TARGET ASSOCIATION LTD



DRAFT

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1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Constitution unless the context requires otherwise:

AGM or Annual General Meeting means the annual General Meeting of the Company required to be held by the Company in each calendar year under the Corporations Act.

Appointed Director means a Director appointed under clause 13.8.

Bona Fide Visitor means a class of temporary membership of the Company offered under clause 5.6(e) through which a person may obtain a temporary membership to participate in the Sport, including but not limited to those who are:

- (a) a member of an international organisation affiliated with the Company;
- (b) persons who wish to trial the Sport with a genuine view to becoming a member of the Company (whose frequency and regularity of attendance utilising this membership class shall be limited by the Company, Member State or Club);
- (c) participants in a school or youth program designed to introduce them to the Sport and gun safety in general; and
- (d) participants in organised corporate or charity events hosted by a Club or Member State.

Chairperson or Chair means the person elected as the Chair of the Company under clause 15.7(a).

Club means a sport club or company Registered with a Member State and admitted to the Company under clause 5.5 and the By-Laws.

Committee means a committee established by the Directors under clause 20.

Company means the Australian Clay Target Association Limited

Company Secretary means a person appointed as a company secretary of the Company by the Directors under clause 18.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Corporations Act means the *Corporations Act 2001 (Cth)* as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

Delegate means a person (other than a proxy) appointed in accordance with the Corporations Act to represent a Member State, or Club at a General Meeting of the Company.

Director means a director of the Company and includes Elected Directors and Appointed Directors.

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

General Meeting means a general meeting of Members and includes the AGM.

Elected Director means a Director elected under clause 13.6.

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 Company or any activity of or conducted, promoted or administered by the Company.

International Sporting Authorities means the international sporting bodies that govern any disciplines of the Sport, or the Company is in any way affiliated with from time to time.

Life Registered Shooter means a person admitted to the Company as a life registered shooter under clause 5.4.

Member means a member of the Company under clause 5.

Member State means a legal entity recognised by the Company under clause 5.3 as representing a State.

NEO means a person appointed as national executive officer of the Company, or equivalent senior management role as the title may differ from time to time, by the Directors.

Objects means the objects of the Company in clause 2.

Official Position means, in connection with any Member State or Zone, a person who:

- (a) holds a position, whether elected or appointed, as president, vice president, secretary, treasurer, director or equivalent of that Member State or Zone; or
- (b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

Registered Shooting Member means a person admitted to the Company as an individual member under clause 5.6.

Sport means the sport of Clay Target Shooting and its various disciplines as recognised and regulated by the Company from time to time and includes sport for athletes with disabilities.

Sporting Power means that power held by the Company for the exclusive control and management of the Sport in Australia.

Special Resolution means a resolution that must be passed by a majority of at least 75% of votes exercisable by Members entitled to vote at the relevant General Meeting in accordance with this Constitution and the Corporations Act.

State means the States of Australia which shall be deemed to include the Northern Territory.

Statutes and Regulations mean the statutes and regulations of the International Sporting Authorities that govern the Sport in force from time to time.

Telecommunications Meeting means a meeting held by telephone, video, any other technology (or any combination of these technologies) which permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote.

Zone means a grouping of Clubs into an administrative area, either geographically or as determined by the relevant Member State.

1.2 Interpretation

- (a) In this Constitution
 - (i) expressions referring 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;

- (ii) a reference to a function includes a reference to a power, authority and duty;
 - (iii) 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;
 - (iv) a reference to a Member present at a General Meeting means the Member present in person or by proxy or Delegate;
 - (v) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
 - (vi) words importing any gender include all other genders;
 - (vii) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
 - (viii) a reference to an organisation includes a reference to its successors;
 - (ix) words importing the singular include the plural and vice versa;
 - (x) a reference to a law includes regulations and instruments made under it;
 - (xi) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
 - (xii) the words include, includes, including and for example are not to be interpreted as words of limitation;
 - (xiii) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Board; and
 - (xiv) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.
- (b) 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.
 - (c) The specification of the Objects in clause 2 are not in any particular order and are not to be construed so as to lead to the construction that any object is more important than any other object nor than any object which is specified in detail is more important than any object which has not been specified in detail, and no particular object will be limited by reference to any other and the rule of construction known as ejusdem generis "(of the same kind)"; rule shall not apply.

1.3 Corporations Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
- (b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

1.4 Headings

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

2. OBJECTS

The Objects of the Company shall be to:

- (a) create a single uniform entity in Australia through and by which the Sport can be encouraged, conducted, promoted and administered;
- (b) adopt and exercise the Sporting Power as the national federation for the Sport in Australia and act as an Australian affiliated member of the International Sporting Authorities that govern the Sport in accordance with the Statutes and Regulations;
- (c) conduct, encourage, promote, advance, control and manage all levels of the Sport in Australia, consistent with the Sporting Power, interdependently with Members and others for the mutual and collective benefit of the Sport and Members;
- (d) adopt, formulate, issue, interpret and amend By-Laws for the control and conduct of the Sport in Australia;
- (e) adopt and exercise the Sporting Power as the national federation for the Sport and co-ordinate and co-operate with other shooting organisations in the exercise of the Sporting Power where appropriate;
- (f) seek, obtain and encourage the provision and development of appropriate facilities for participation in the Sport;
- (g) act in good faith and loyalty to maintain and enhance standards, quality and reputation of the Sport for the collective and mutual benefit and interests of Members and the Sport;
- (h) at all times operate with, and promote, mutual trust and confidence between the Company and the Members in pursuit of these Objects;
- (i) promote the economic and sporting success, strength and stability of the Company and each Member State and Club and to act independently with each Member State and Club in pursuit of these Objects;
- (j) strive for and promote the Sport for commercial, government and public recognition and benefits;
- (k) prepare and enter Australian teams in international Clay Target Shooting competitions;
- (l) promote, encourage, control, manage and conduct interstate, national and international Clay Target Shooting events, competitions and championships;
- (m) conduct or commission research and development for improvements in the Sport
- (n) use and protect the Intellectual Property;
- (o) promulgate and secure uniformity in such rules as may be necessary for the management and control of the Sport and related activities;
- (p) pursue through itself or others such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further these Objects;

- (q) maintain and extend the operations and activities of the Company throughout Australia and elsewhere;
- (r) ensure that environmental considerations are taken into account in conducting the Sport and related activities;
- (s) promote the health and safety of Members;
- (t) encourage and promote performance-enhancing drug free competition;
- (u) give, and where appropriate, seek recognition for Members to obtain awards or public recognition in fields of endeavour outside of the Sport;
- (v) at all times act on behalf of and in the interests of the Members and the Sport;
- (w) promote the importance of Clay Target Shooting standards, techniques, awards and education to bodies involved in the Sport;
- (x) have regard to the public interest in its operations;
- (y) apply the property and capacity of the Company towards the fulfilment and achievement of these Objects;
- (z) do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits which these Objects are intended to achieve; and
- (aa) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

3. POWERS

Solely for furthering the Objects under clause 2, the Company, in addition to the Sporting Power and any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.

4. INCOME AND PROPERTY OF COMPANY

4.1 Sole Purpose

The income and property of the Company will only be applied towards the promotion of the Objects of the Company.

4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) that is an incorporated association or company limited by guarantee having the same or similar objects as the Company where such payments are made in good faith and do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction; or
- (c) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (d) of reasonable rent for premises let to the Company by them.

5. MEMBERSHIP

5.1 Categories of Members

Members of the Company shall fall into one of the following categories:

- (a) Member States, which subject to this Constitution, shall have the right to receive notice of and appoint a delegate to attend General Meetings and the right to debate and vote at General Meetings;
- (b) Life Registered Shooter, who subject to this Constitution, shall have the right to attend General Meetings but will not have the right to debate or vote at General Meetings;
- (c) Clubs, who subject to this Constitution, shall have the right to receive notice of and appoint a delegate to attend General Meetings and the right to debate and vote at General Meetings;
- (d) Registered Shooting Members, who subject to this Constitution, shall have the right to attend General Meetings; or
- (e) Such other category of Member as may be created by the Board. Any category of Member created by the Board under this clause 5.1(e) may not be granted voting rights.

5.2 Admission of Members

A person or entity will become a Member, and the Directors will direct the Company Secretary to record their or its name in the register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution.

5.3 Member States

- (a) The Company will recognise only one entity in each State as the controlling body responsible for ensuring the efficient administration of the Sport in the whole of that State in accordance with the Objects. Member States must be legal entities as endorsed by the company.
- (b) Subject always to clause 5.2, at the time of adoption of this Constitution, the first Member States of the Company will be those entities which are currently recognised by the Company as the recognised controlling body for the Sport in their respective State.
- (c) Each Member State will:
 - (i) have objects that align with those of the Company as stated in clause 2 and do all that is reasonably necessary to enable the Objects to be achieved, having regard to any legislation applicable to that Member State;
 - (ii) at all times act for and on behalf of the interests of the Company, the Members and the Sport;
 - (iii) be bound by this Constitution and the By-Laws and the Statutes and Regulations;
 - (iv) maintain and update the Company's database of all Clubs, officials and Members registered with it as required and in accordance with the By-Laws;
 - (v) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties, assist the Company in investigating those issues and cooperate with the Company in addressing those issues in whatever manner.
- (d) Constitutions of Member States
 - (i) If the constituent documents of a Member State do not conform with this Constitution or the By-Laws, the relevant Member State shall, without delay, take all reasonable steps necessary to address the inconsistency so that those documents conform with this Constitution and the By-Laws.

- (ii) For the avoidance of doubt, if any inconsistency remains between the constituent documents of a Member State and this Constitution or the By-Laws, this Constitution and the By-Laws shall prevail to the extent of that inconsistency.

5.4 Life Registered Shooter

- (a) A Member State or the Board may nominate any person who has rendered distinguished or special service to the Sport for membership as a Life Registered Shooter, where such service is deemed to have assisted the advancement of the Sport in Australia, as a participant, administrator, official or otherwise.
- (b) The process for nomination shall be as prescribed in the applicable By-Law (being the Appointment of Life Registered Shooter Policy). The categories (if any), conditions, obligations and privileges of membership as a Life Registered Shooter shall be as prescribed in the applicable By-Law.
- (c) Those Life Registered Shooters who are, prior to the adoption of this Constitution, Life Registered Shooters of the Company, shall be deemed Life Registered Shooters from the time of approval of this Constitution under the Corporations Act.

5.5 Clubs

- (a) Clubs must apply to their Member State for, and be granted, approval and affiliation with the Member State in order to become eligible to apply to become a member of the Company.
- (b) Clubs, for as long as they remain affiliated with a Member State and subject always to any findings under a disciplinary process that determines otherwise, shall be eligible to be a member of the Company.
- (c) Unless otherwise determined by the Company, Clubs must renew their membership of the Company annually in accordance with the procedures set down by the Company from time to time.
- (d) Upon applying for renewal each year each Club must lodge with the Company:
 - (i) a copy of the Club's constitution if any changes were made in the previous year;
 - (ii) upon request, must provide any other information reasonably required by the Company, including but not limited to a copy of the minutes related to its previous years' Annual General Meeting; and
 - (iii) details of any changes in its committee.
- (e) Each Club must ensure that its constitution is amended to conform to any amendments made to this Constitution provided that such amendment is not unlawful with or in conflict with any relevant legislation.
- (f) Subject to clauses 5.5(c),(d) and (e), those Clubs that are, prior to the adoption of this Constitution, member Clubs of the Company, shall be deemed Clubs from the time of approval of this Constitution under the Corporations Act.
- (g) Compliance of Clubs
 - (i) Each Club shall, receive and process the renewal of memberships for all registered shooters with such Club for the shooting year as determined and directed by the Board from time to time.
 - (ii) Each Club shall comply with clause 5.6(e).

- (iii) The Clubs acknowledge and agree that each of them shall recognise the Company as the peak body for the Sport in Australia; generally, have regard to the Objects; be solvent; abide by this Constitution; and offer to individuals all of the membership classes that are approved by the Company from time to time for offering to individuals.
 - (iv) Each Club must annually submit a vote in the election for Elected Directors in accordance with clause 12.3.
- (h) Constitution of Clubs
- (i) The constituent documents of a Club shall not be in conflict with the Objects and will conform with this Constitution at least to the extent of the Objects; recognising the Company as the peak body for the Sport in Australia and the final arbiter on matters pertaining to the Sport in Australia, including disciplinary proceedings; and such other matters as are required to give full effect to the Company's Constitution and with such incidental variations as are necessary having regard to the legislation under which the Club is incorporated.
 - (ii) Upon request, a Club shall provide to the Company a copy of its constituent documents and all amendments to these documents.

5.6 Registered Shooting Members

(a) Application for Membership

Subject to clause 5.6(b) an application for membership as a Registered Shooting Member is deemed accepted where the member is accepted as a Registered Shooting Member of a Club and where this is accompanied by payment of the appropriate fee, if any, as may be prescribed by their respective Club, Zone (if applicable), Member State and/or the Company in relation to their respective class of membership.

(b) Discretion to Accept or Reject Application

- (i) The Company may accept or reject any application for Registered Shooting Membership and shall not be required or compelled to provide any reason for such acceptance or rejection.
- (ii) Where the Company accepts an application, the applicant shall become a Member (of the relevant category of membership). Membership of the Company shall be deemed to commence upon acceptance of the application by the Company. The NEO shall amend the register accordingly as soon as practicable.
- (iii) Where the Company rejects an application the Company shall refund any fees forwarded with the application and the application shall be deemed rejected by the Company.
- (iv) In addition to clause 9, the Company may:
 - (A) set and vary any membership fees or levies payable to the Company by Registered Shooting Members (or any category or class of Registered Shooting Members). The basis of, the time for and the manner of payment of such fees and levies shall be as determined by the Company from time to time; and
 - (B) differentiate or distinguish between the fees and any levies payable by or calculated in respect of Registered Shooting Members of the same or different class or category provided that it ascribes the reasons or basis for doing so.

(c) Membership Renewal

Registered Shooting Memberships expire as provided by the Company. Accordingly, prior to expiration, Registered Shooting Members must reapply for membership (in the form of a membership application under clause 5.6(a) with the Company as required and in accordance with the procedures set down by the Company in the By-Laws from time to time.

(d) Deemed Membership

Those Registered Shooting Members who are, prior to the adoption of this Constitution, Registered Shooting Members of the Company, shall be deemed Registered Shooting Members from the time of approval of this Constitution under the Corporations Act for such time as and until membership renewal is required under clause 5.6(c).

(e) Registration with the Company

The Company shall keep a register of shooters and, subject to this clause 5.5(e), no person may:

- (i) participate in the Sport socially or otherwise at any affiliated venue of the Company, a Member State or a Club; or
- (ii) compete in the Sport at any practice or competition conducted by the Company, or an affiliated Member State or a Club

unless such person is registered with the Company as a Registered Shooting Member and is not in arrear with his or her registration fees. Member States and Clubs are not entitled to register individuals as Registered Shooting Members or any other category of shooter (social or otherwise), such power is reserved for the Company.

Notwithstanding the above, for the purposes of promoting the Sport, participation in the Sport and associated purposes, Member States and Clubs (with the approval of the Company) may offer temporary memberships, to Bona Fide Visitors to allow them to participate in the Sport:

The Clubs shall keep a register of individuals who visit as outlined above and the Clubs shall provide a copy of this register to the Company on request.

(f) Transfer of Clubs by Registered Shooters

All shooters registering for the first time with the Company shall be forwarded the Company's lapel badge with their record of registration.

- (i) If a shooter wishes to transfer his or her affiliation from one Club to another he or she may only do so with the approval of the Club from which he or she wishes to transfer and permission for any such transfer shall not be unreasonably withheld by the Club.
- (ii) If a shooter changes Club affiliation during the year then he or she must remain affiliated with the Club to which he or she has transferred for the remainder of the year.

5.7 General

- (a) The Company must keep a register of all Members in accordance with the Corporations Act.
- (b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.

- (c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.
- (e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or the Sport, or both.

5.8 Limited Liability

Members have no liability in that capacity except as set out in clause 26.

5.9 Effect of Membership

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the By-Laws;
- (b) they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;
- (c) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Company;
- (d) this Constitution is made in pursuit of a common purpose, namely the mutual and collective benefit of the Company, the Members and the Sport;
- (e) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport; and
- (f) they are entitled to all benefits, advantages, privileges and services of Company membership.

6. CESSATION OF MEMBERSHIP

6.1 Cessation

A person ceases to be a Member on:

- (a) resignation;
- (b) death (not applicable to Life Registered Shooters);
- (c) the termination of their membership according to this Constitution or the By-Laws;
- (d) if a body corporate, being dissolved or otherwise ceasing to exist;
- (e) without limiting the foregoing:
 - (i) in the case of Members who are not Member States, that Member no longer meeting the requirements for membership according to clause 5; and
 - (ii) in the case of Members who are Member States, that Member ceasing to be a Member in accordance with clause 8.

6.2 Resignation

For the purposes of clause 6.1(a), a Member may resign as a member of the Company by giving 14 days written notice to the Directors. Where a Member State seeks to resign as a member of the Company the written notice must be accompanied by a copy of the special resolution passed by the Member State's members resolving that the Member State resign from the Company.

6.3 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise, or claim upon its property including its intellectual property rights.

7. DISCIPLINE OF MEMBERS

7.1 Disciplinary Action

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

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws 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 the Company and/or the Sport; or
- (c) brought the Company or the Sport into disrepute;

the Board in its sole discretion may reference such allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) for investigation and determination under the procedures set out in the Disciplinary By-Laws.

7.2 Grievance

Clause 7.1 does not apply to any incident or matter to which the member protection by-law or policy (if any) of the Company applies. Any member protection related matter must be dealt with in accordance with the procedure set out in the member protection by-law or policy of the Company.

8. TERMINATION OF MEMBERSHIP OF MEMBER STATE

8.1 Sanctions for Discipline of Member States

Without limiting matters that may be referred to in the By-Laws, any Member State that is determined by the Directors to have acted in a manner set out in clause 7.1 shall be liable for the sanctions set out in that Policy, including termination of Membership (which shall only take place in accordance with the procedure set out in this clause 8.2).

8.2 Termination of Membership of Member States

- (a) No recommendation can be made by the Directors under this clause 8 unless all avenues of appeal available to the relevant Member State under the By-Laws have been exhausted.
- (b) Subject to compliance with clause 8.2(a) (and the By-Laws), the Directors may recommend to a General Meeting to terminate the membership of a Member State.
- (c) Upon recommendation from the Directors under clause 8.2(b), a General Meeting may, by Special Resolution, terminate the membership of a Member State.

- (d) Where the membership of a Member State is terminated in accordance with this clause 8.2:
 - (i) the Directors may recommend to the General Meeting that the Company admit another body, which meets the requirements in clause 5.3, as the Member State to represent the relevant State; and
 - (ii) the General Meeting may, by Special Resolution, admit the recommended body as the Member State to represent the relevant State.

9. FEES AND SUBSCRIPTIONS

9.1 Membership Fee

- (a) The Directors must determine from time to time:
 - (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount of the annual subscription fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Company the amounts determined under this clause 9 in accordance with clause 9.1(a)(iv).

9.2 Non-Payment of Fees

The right of any Member to attend and vote (if applicable) at a General Meeting may be suspended while the payment of any subscription or other amount payable by the Member is in arrears.

10. GENERAL MEETINGS

10.1 Annual General Meeting

AGMs of the Company are to be held:

- (a) according to the Corporations Act; and
- (b) at a date and venue determined by the Directors.

10.2 Power to convene General Meeting

- (a) The Directors may convene a General Meeting when required and must do so if required by the Corporations Act.
- (b) The Voting Members may convene a General Meeting which must comply with the requirements under the Corporations Act.

10.3 Notice of General Meeting

- (a) Notice of a General Meeting of Members must be given:

- (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and
 - (ii) in accordance with clause 24 and the Corporations Act.
- (b) At least 45 days prior to the proposed date of the AGM, the NEO will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.
- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
 - (i) all information required to be included in accordance with the Corporations Act;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
 - (iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and
 - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

10.4 No other business

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

10.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, when required, 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 according to the Corporations Act;
- (b) the Directors at the request of Members; or
- (c) a court.

10.6 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 Corporations Act.

10.7 Contents of notice postponing General Meeting

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.

10.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by clause 11.8 or the Corporations Act.

10.9 Business at postponed General Meeting

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

10.10 Delegate or proxy at postponed General Meeting

Where:

- (a) by the terms of an instrument appointing a Delegate or proxy that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

10.11 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

10.12 Right to appoint Delegate

- (a) In accordance with the Corporations Act, each Voting Member is entitled to appoint an individual as their Delegate to attend General Meetings, provided that the Voting Member has not appointed a proxy under clause 10.13, and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings.
- (b) A Voting Member may appoint more than one Delegate but only one Delegate may exercise the Voting Member's powers at any one time.
- (c) In addition to each Voting Member's appointed Delegate, each Voting Member shall be entitled to appoint one further representative to attend meetings on their behalf but not vote.

10.13 Right to appoint proxy

- (a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Corporations Act. There is a maximum number of votes any one delegate can hold that number being three (3).
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

10.14 Form of proxy

The instrument appointing a proxy may be in form determined by the Directors from time to time provided it complies with the requirements under the Corporations Act.

10.15 Lodgement of proxy documents

- (a) A proxy may vote at a General Meeting or adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy are received by the Company:
 - (i) at the office, the facsimile number at the office or at such other place, facsimile number or electronic address specified for that purpose in the notice of meeting; and
 - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

10.16 Authority given by appointment

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy or Delegate:
 - (i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
 - (ii) to speak to any proposed resolution; and
 - (iii) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy or Delegate on how to vote on those resolutions, the appointment is taken to confer authority;
 - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (ii) to vote on any procedural motion; and
 - (iii) to act generally at the meeting.
- (c) 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 and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
 - (i) at the postponed or adjourned meeting; or
 - (ii) at the new venue.
- (d) An appointment of a proxy may be a standing proxy – that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the Chairperson to act as proxy in the absence of any other appointment or if the person or persons nominated fail or fails to attend the meeting.

- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

11. PROCEEDINGS AT GENERAL MEETING

11.1 Number for a quorum

A quorum for General Meetings of the Company is twenty-five (25) Members entitled to vote.

11.2 Requirement for a quorum

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.

11.3 Quorum and time

If within 30 minutes after the time appointed 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 to such other day, time and place as the Chair determines.

11.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those members then present shall constitute a quorum.

11.5 Chairperson to preside over General Meetings

- (a) The Chairperson is entitled to preside as Chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 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):
 - (i) a Director (or other person) chosen by a majority of the Directors present;
 - (ii) the only Director present; or
 - (iii) a Delegate of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

11.6 Conduct of General Meetings

- (a) The Chair:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

- (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever he considers it necessary or desirable for the proper conduct of the meeting.

- (b) A decision by the Chair under this clause 11.6 is final.

11.7 Adjournment of General Meeting

- (a) 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.
- (b) 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.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

11.8 Notice of adjourned meeting

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

11.9 Questions decided by majority

Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

11.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt the Chair does not have a casting vote where voting is equal.

11.11 Declaration of results

- (a) 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.
- (b) A declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Company, is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

11.12 Poll

- (a) If a poll is properly demanded in accordance with the Corporations Act or by the Chair of the meeting, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.

- (d) 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.

11.13 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
 - (i) may not be raised except at that meeting; and
 - (ii) must be referred to the Chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

11.14 Chair to determine any poll dispute

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

11.15 Patrons, Vice-Patrons and Governors

The Company at its Annual General Meeting may appoint, on the recommendation of the NEO, a Chief Patron and such number of Patrons, Vice-Patrons and Governors as it considers necessary and appropriate. Current positions at the date of the new constitution will be deemed to carry over.

12. VOTES OF MEMBERS

12.1 Votes of Members

- (a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members shall have the votes set out in this clause 12.1.
- (b) Subject always to clause 12.3, each Member State and Club will receive one (1) vote.
- (c) No Member other than Member States and Clubs shall be entitled to vote at General Meetings.

12.2 Resolutions not in General Meeting

- (a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Member entitled to vote.
- (b) For the purposes of clause 12.2, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- (c) A facsimile transmission or other form of visible or other electronic communication purported to be signed by a Member for the purpose of this clause is deemed to be a document in writing signed by that Member.

12.3 Election of Elected Directors

- (a) Elections for Elected Directors shall be by ballot of the Clubs in accordance with this clause on papers prepared by the NEO, listing candidates by randomly drawn order. Voting may take place electronically or by such other form of communication as determined by the Board from time to time.

- (b) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:
- (i) if at the close of nominations for an election to fill Elected Director positions the number of eligible nominees, as provided by the Member States under clause 13.4(d), is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions; or
 - (ii) if at the close of nominations for an election to fill Elected Director positions there are more eligible nominees, as provided by the Member States under clause 13.4(d), than the number of positions to be filled, a ballot of the Clubs will be conducted as a 'first past the post' poll in accordance with (c) below, and the eligible nominee(s) who receives the highest number of votes will be elected to fill the Elected Director position(s). If two or more nominees receive the same number of votes then the nominee who received the higher number of first selections is elected. If the nominees remain tied, then the NEO is to draw the name of one of those nominees by lot. That nominee is to be elected as an Elected Director. For the avoidance of doubt, both first and second selections are counted equally towards the election of nominees under this clause.
- (c) Each Club must submit a ballot paper with the numbers one (1) and two (2) next to the Club's two preferred candidates. The Club's ballot must be signed by the president and secretary (or equivalent positions) of that Club, and lodged with the Company by the due date stipulated in the ballot information. The Company Secretary will act as returning officer for the election.

13. BOARD

13.1 Composition of the Board

The Board shall comprise of:

- (a) Six (6) Elected Directors, who must be all Registered Shooting Members or Life Registered Shooters and who shall be elected under clause 13.6; and
- (b) up to two (2) Appointed Directors, who need not be a Member and who may be appointed by the Board under clause 13.8.

13.2 Portfolios

The Board may allocate portfolios to Directors.

13.3 Eligibility

- (a) A Director must be independent and must not hold an Official Position or be an employee (**disqualifying position**) of the Company or a Member State or Zone. For the avoidance of doubt, an official position on the executive, or as an employee, of a Member State or Zone is a disqualifying position for the purpose of this clause.
- (b) A Director who accepts a disqualifying position must notify the Board of that fact immediately and is deemed to have vacated office as a Director.
- (c) A person elected or appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within 30 days, failing which they automatically vacate office as a Director under clause 13.14.

13.4 Nomination for election

- (a) At least six (6) months prior to the proposed date of the election for the Elected Director positions falling vacant, the NEO will request from Members, nominations (which comply with this clause 13.4) for election to positions falling vacant, which must be received by the relevant Member States no less than four (4) calendar months prior to the proposed date of the election for the Elected Directors.
- (b) Any Registered Shooting Member or Life Registered Shooter may nominate a Registered Shooting Member or Life Registered Shooter to fill a vacancy in an Elected Director position that is subject of an election.
- (c) A nomination must be:
 - (i) in the form required by the Board from time to time;
 - (ii) signed by the nominator and nominee; and
 - (iii) signed by the president and secretary (or equivalent positions) of the nominee's Club.
- (d) On the close of nominations under (a) above, each Member State must select, from among all the nominees submitted to that Member State, up to three (3) nominees, and forward the name(s) of these nominees to the Company no less than two (2) months prior to the proposed date of the election for the Elected Director positions.

13.5 Term of Office of Elected Directors generally

Subject to clauses 13.7, 13.9 and 13.11, an Elected Director will hold office for a term of three (3) years.

13.6 Elected Director announced as elected at General Meeting

At a General Meeting at which an Elected Director retires, there will be an announcement of a vote of Clubs conducted in accordance with clause 12.3 to fill the vacancy by electing someone to fill that office.

13.7 Casual Vacancy in ranks of Elected Directors

- (a) Where there is a casual vacancy (as defined under clause 13.14) in the rank of Elected Directors, the Board may appoint a person, who must be a Registered Shooting Member or Life Registered Shooter, to fill the casual vacancy.
- (b) A person appointed under clause 13.7(a) holds office for the remainder of the original Elected Director's term and in all respects is deemed to be an Elected Director.

13.8 Appointed Directors

- (a) The Board may appoint up to two (2) people to be Directors who may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition, but need not have experience in or exposure to the Sport. Such persons will be known as Appointed Directors and their name and term of appointment be made available to all members within five (5) working days of the appointment.
- (b) Subject to clause 13.11, an Appointed Director holds office for a term determined by the Board not to exceed three (3) years and the appointment will be on such other terms as the Board determines.

- (c) A person may only serve one (1) term as an Appointed Director but, subject to the other requirement of this Constitution, are otherwise eligible to be elected to a Elected Director position.
- (d) The Board may at any time appoint a person to fill a casual vacancy (as defined in clause 13.14) in the rank of the Appointed Directors on whatever terms the Board decides (subject to clause 13.8(b)).

13.9 Rotation of Elected Directors

- (a) Subject to this Constitution including clause 13.9(b), over a three (3) year period, two (2) Elected Directors shall be elected in the first year, two (2) Elected Directors shall be elected in the second year, and two (2) Elected Directors elected in the third year.
- (b) The transitional provisions in clause 27 apply from adoption of this Constitution.

13.10 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution including clause 13.11, is eligible for re-election.

13.11 Maximum term of office for Directors

- (a) Following the adoption of this Constitution, a Director may not serve more than two (2) consecutive terms as a Director. For the avoidance of any doubt, consecutive terms include any consecutive terms as an Elected Director, and/or Appointed Director and also includes any interchange between serving as an Elected Director or an Appointed Director (i.e. an individual serving for a term as an Appointed Director then immediately thereafter for a term as an Elected Director, will result in that individual meeting the maximum term for Directors under this clause 13.11(a)).
- (b) For the purpose of this clause 13.11 service of:
 - (i) each full term as an Elected Director or Appointed Director is to count as one term toward the two (2) consecutive term limit; and
 - (ii) each part term served by filling a casual vacancy in an Elected Director or Appointed Director position is to be treated as a full term of an Elected Director or Appointed Director respectively and is to count as one term towards the two (2) consecutive term limit.
- (c) A Director who has served a maximum term in accordance with clause 13.11(a) shall not be eligible to be a Director for three (3) years following the completion of their maximum term.

13.12 Remuneration of Directors

A Director may not be paid for services as a Director but, with the approval of the Board and subject to the Corporations Act, may be:

- (a) paid by the Company for services rendered to it other than as a Director; and
- (b) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when:
 - (i) travelling to or from meetings of the Board, a Committee or the Company; or
 - (ii) otherwise engaged in the affairs of the Company.

13.13 Removal of Director

- (a) Subject to the provisions of the Corporations Act, the Company may in General Meeting by ordinary resolution remove any Director prior to the expiration of that Director's term of office.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with clause 13.13(a) cannot be re-appointed as a Director within 3 years of removal.

13.14 Vacation of office

The office of a Director becomes vacant when the Corporations Act says it does and also if the Director:

- (a) is removed in accordance with clause 13.13;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (c) resigns from office by notice in writing to the Company;
- (d) is not present at three (3) consecutive Board meetings without the prior consent of the Board;
- (e) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act;
- (f) is suspended or expelled from membership of the Company without further recourse under the Constitution;
- (g) accepts a disqualifying position, or refuses to resign from a disqualifying position within 30 days of election as a Director, in accordance with clause 13.3;
- (h) in the opinion of the Board in its discretion, subject always to application of the principles of natural justice:
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Company and/or the Sport (including but not limited to failing to adequately perform their duties as a Director); or
 - (ii) has brought the Company or the Sport into disrepute,

and unless otherwise resolved at a General Meeting, a Director removed in accordance with clause 13.14(h) cannot be re-appointed as a Director within 3 years of removal.

13.15 Alternate Director

A Director cannot appoint an alternate.

13.16 Transitional Arrangements

Notwithstanding any other clause of this Constitution, the transitional arrangements set out at clause 27(a) shall apply from the date of adoption of this Constitution.

14. POWERS AND DUTIES OF DIRECTORS

14.1 Directors to manage the Company

The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting.

14.2 Specific powers of Directors

Without limiting clause 14.1, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

14.3 Time, etc.

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

14.4 Delegation of powers

- (a) Without limiting clause 17.4 the Directors may, by resolution or writing under seal, delegate any of their powers to the NEO or any employee of the Company or any other person as they think fit.
- (b) Any delegation by the Directors of their powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
 - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

14.5 Code of Conduct

The Directors must:

- (a) adopt a code of conduct for Directors; and
- (b) periodically review the code of conduct in light of the general principles of good corporate governance.

15. PROCEEDINGS OF DIRECTORS MEETINGS

15.1 Directors meetings

- (a) Subject to clause 15.1(b), the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least 5 times in each calendar year.

15.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one (1) vote on a matter arising for decision by Directors.

15.3 Chair's casting vote

The Chair of the meeting will not have a casting vote.

15.4 Quorum

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is half plus one (1) of the Directors appointed or elected as at the date of the relevant meeting but must always be at least three (3).

15.5 Effect of vacancy

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

15.6 Convening meetings

- (a) A Director may, and the NEO on the request of a Director must, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post, or by telephone, facsimile, or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Company in person or by post or by telephone, facsimile or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

15.7 Election of Chairperson

- (a) The Directors may elect one of their number to be the Chairperson by a majority vote.
- (b) The Director elected to be Chairperson under clause 15.7(a) will remain Chairperson for the duration of their term of office as Director and shall chair any meeting of Directors unless the resolution electing a person as the Chairperson specifies a fixed term for the appointment.

- (c) Despite clause 15.7(b), if:
- (i) there is no person elected as Chair; or
 - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chair is unwilling to act,

the Directors present may elect one of their number to be Chair of the meeting.

15.8 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A facsimile transmission or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of clause 15.8(a) and is taken to be signed when received by the Company in legible form.
- (c) The resolution is passed when the last Director signs.

15.9 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

15.10 Directors Interests

- (a) A Director shall declare to the Directors any material personal interest or related party transaction, as required by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The NEO shall maintain a register of declared interests.

15.11 Minutes

The Directors must cause minutes of meetings to be made and kept according to the Corporations Act.

16. TELECOMMUNICATION MEETINGS OF THE COMPANY

16.1 Telecommunication Meeting

- (a) A General Meeting or a Directors' Meeting may be held by means of a Telecommunication Meeting, provided that:
 - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and
 - (ii) the meeting is convened and held in accordance with the Corporations Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this clause 16.

16.2 Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication Meeting of the Company:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the Chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

17. NATIONAL EXECUTIVE OFFICER

17.1 Appointment of NEO

The Directors shall appoint an NEO, or bestow on the appointee such other "Title" deemed appropriate.

17.2 Powers, duties and authorities of NEO

- (a) The NEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the NEO are subject at all times to the control of the Directors.

17.3 Suspension and removal of NEO

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the NEO from that office.

17.4 Delegation by Directors to NEO

The Directors may delegate to the NEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Company;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the NEO.

17.5 NEO to attend meetings

The NEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote.

18. COMPANY SECRETARY

18.1 Appointment of Company Secretary

There must be at least one Company Secretary who is to be appointed by the Directors.

18.2 Suspension and removal of Company Secretary

In addition to the manner in which the office of Secretary becomes vacant under the Corporations Act the Directors may suspend or remove the Secretary from that office.

18.3 Powers, duties and authorities of Company Secretary

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, determined by the Directors.

19. STAKEHOLDER FORUMS

19.1 Power to convene Stakeholder Forums

The Directors may from time to time convene a Stakeholder Forum, however must hold such a forum at least once per calendar year.

19.2 Notice of Stakeholder Forums

Where a Stakeholder Forum is convened:

- (a) Notice of a Stakeholder Forum must be given to all Member States and Directors entitled to attend the Stakeholder Forum. Other parties may be invited to the Stakeholder Forum by the Directors.
- (b) At least 28 days prior to the proposed date of the Stakeholder Forum, the NEO will request from Member States notice of any matters they wish to be discussed at the meeting, which must be received no less than 14 days prior to the meeting.
- (c) At least 14 days' notice of the time and place of a Stakeholder Forum must be given, together with any items for discussion proposed by the Directors or Member States.

19.3 Conduct of a Stakeholder Forum

- (a) A Stakeholder Forum is to provide opportunity for open discussion on all matters relating to the Sport in Australia and all attendees shall have equal opportunity to participate in discussions. The Directors may also use the meeting to discuss, inter alia, the current or proposed Business Plan, Budgets, financial results and By-laws with the Member States.
- (b) The format of proceedings at a Stakeholder Forum shall be at the discretion of the Directors and may include plenary sessions, small group workshops or guest speakers.
- (c) The Directors shall determine who shall chair the Stakeholder Forum, including who shall lead or facilitate particular discussion items.
- (d) There shall be no quorum requirement for a Stakeholder Forum.
- (e) Items for discussion which were not included in the notice issued under clause 19.2(c) may, with the permission of the chair, be raised for discussion.

19.4 Consensus at Stakeholder Forum

A resolution may be made by consensus of the forum for consideration by the Directors. Directors are not bound by any resolution passed at the forum.

20. COMMITTEES

20.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

20.2 Powers delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

20.3 Committee meetings

Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

21. BY-LAWS

21.1 Board to Formulate By-Laws

The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such by-laws, regulations and policies ("By-laws") for the proper advancement, management and administration of the Company, the advancement of the objects of the Company and the Sport as it thinks necessary or desirable. Such By-laws must be consistent with this Constitution.

21.2 By-Laws Binding

All By-laws made under this clause shall be binding on the Company and Members.

21.3 Notices Binding on Members

Amendments, alterations, interpretations or other changes to By-laws shall be advised to Members by means of notices approved by the Board and prepared and issued by the NEO. Notices are binding upon all Members.

22. INSPECTION OF RECORDS

22.1 Right of the Members to Inspect Records

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

23. ACCOUNTS

23.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Corporations Act.

23.2 Auditor

A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Corporations Act.

24. SERVICE OF DOCUMENTS

24.1 Document includes notice

In this clause 24, document includes a notice.

24.2 Methods of service on a Member

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

- (c) by sending it to a facsimile number or electronic address nominated by the Member.

24.3 Methods of service on the Company

A Member may give a document to the Company:

- (a) by delivering it to the Registered Office;
- (b) by sending it by post to the Registered Office; or
- (c) by sending it to a facsimile number or electronic address nominated by the Company.

24.4 Post

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second business day after the date of its posting.

24.5 Facsimile or electronic transmission

If a document is sent by facsimile or electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the facsimile or electronic transmission; and
- (b) have been delivered on the business day following its transmission.

25. INDEMNITY

25.1 Indemnity of officers

- (a) This clause 25 applies to every person who is or has been:
 - (i) a Director, NEO or Company Secretary of the Company; and
 - (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an “**Indemnified Officer**” for the purposes of the rest of clause 25.

- (b) The Company will indemnify each Indemnified Officer out of the property of the Company against:
 - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

- (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
- (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

25.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

25.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by clause 25.1 on the terms the Directors think fit (as long as they are consistent with clause 25).

26. WINDING UP

26.1 Contributions of Members on winding up

- (a) Each Voting Member must contribute to the Company's property if the Company is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves,and the amount is not to exceed \$1.00.
- (c) No other Member must contribute to the Company's property if the Company is wound up.

26.2 Excess property on winding up

- (a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
 - (i) having objects similar to those of the Company; and
 - (ii) 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.
- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

27. TRANSITIONAL ARRANGEMENTS

- (a) Notwithstanding any other clause of this Constitution, the transitional arrangements set out in this clause 27 shall apply from the date of adoption of this Constitution.
- (b) Four members of the existing Company executive, as selected by the Company executive immediately prior to the approval of this Constitution, shall be deemed to be Elected Directors of the Company. Two new Elected Directors shall be elected under clause 13.6. If the Company executive cannot agree, the four individuals deemed to be Elected Directors shall be determined by lot.
- (c) Prior to the first AGM following adoption of this Constitution, the Board shall determine which two (2) of the four (4) original Elected Directors will retire, failing such agreement the two (2) individuals will be determined by lot. Two new Elected Directors shall be elected at that AGM under clause 13.6.
- (d) At the second AGM following adoption of this Constitution, the two (2) remaining original Elected Directors shall retire. Two new Elected Directors shall be elected under clause 13.6. These transitional arrangements will then be deemed complete.
- (e) Any consecutive terms served by each Director immediately prior to approval of this Constitution under the Corporations Act shall not count towards the two consecutive terms under clause 13.11 after the adoption of this Constitution.
- (f) All clauses, rules, by-laws and regulations of the Company 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 not been replaced by this Constitution, shall be deemed to be By-Laws.