

Little Athletics NSW Ltd Constitution

2019

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CORPORATIONS ACT 2001 (CTH)

CONSTITUTION

of

LITTLE ATHLETICS NSW LTD

1. NAME OF ASSOCIATION

The name of the company is Little Athletics NSW Ltd ("**Company**").

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

"**Act**" means the *Corporations Act 2001* (Cth).

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

"**Appointed Director**" means a Director appointed under **clause 17**.

"**LAA**" means Australian Little Athletics Inc. trading as Little Athletics Australia.

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

"**Casting Vote**" means second (2nd) vote

"**Chief Executive Officer**" means the Chief Executive Officer of the Company for the time being appointed under this Constitution

"**Club**" means a Little Athletics club which is affiliated with a Little Athletics Centre.

"**Company**" means Little Athletics NSW Ltd.

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

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

"**Director**" means a member of the Board and includes the Elected Directors and Appointed Directors but does not include the Chief Executive Officer.

"**Elected Director**" means a Director elected under **clause 16**.

"**Financial Year**" means the year commencing on 1 April and ending on 31 March the following year.

"**General Meeting**" means the annual or any special general meeting of the Company.

"**IAAF**" means the International Association of Athletics Federations.

“Individual Member” means:

- (a) a competitive member, being a child or young person (as defined in the Regulations) and who is registered with the Company and participates in Little Athletics and/or skill related activities organised and conducted by the Company or any of its Members;
- (b) any parent or legal guardian of any person who is an Individual Member under part (a) of this definition;
- (c) any individual who is a volunteer, coach or other official who is associated with the Company;
- (d) any coach providing coaching services to the Company, a Little Athletics Centre or an Individual Member;
- (e) any person who is a committee member of a Little Athletics Centre; or
- (f) any person who meets the criteria for membership as an Individual Member which are set out in the Regulations from time to time.

“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.

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

“Little Athletics” means the sport of athletics for children and young people between the ages of 3 and 17 years which is governed by the Company and LAA.

“Little Athletics Centre” means a Little Athletics Centre recognised by the Company as a Member under **clauses 5.1(a)** and **6.1** and which is responsible for administering Little Athletics competitions and Clubs within its local area.

“Member” means a member for the time being of the Company under **clause 5**.

“Objects” means the objects of the Company in **clause 3**.

“Official Position” means a person who:

- (a) is a Delegate or Zone Coordinator;
- (b) holds the position of president, vice president, treasurer, secretary, or registrar (or equivalent position) of a Little Athletics Centre;
- (c) is employed by a Little Athletics Centre on a full or part time (including casual) basis.

“Chairman” means the person elected under **clause 19.7**.

“Register” means a register of Members kept and maintained in accordance with **clause 7**.

“Regulations” mean any Regulations made by the Board under **clause 40**.

"Secretary" means the person appointed as Company Secretary under **clause 21**.

"Special General Meeting" means a General Meeting other than an Annual General Meeting.

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

"Zone" means an area of New South Wales having boundaries as determined by the Board from time to time and which includes such Little Athletics Centres as have been assigned to that geographic area by the Board.

"Zone Coordinator" means the person who has been elected under **clause 22(a)** to undertake the duties set out in the Regulations.

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 gender;
- (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.

3. OBJECTS OF THE COMPANY

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

- (a) participate as a member of LAA, so Little Athletics can be conducted, encouraged, promoted, advanced and administered in New South Wales;
- (b) conduct, encourage, promote, advance and administer Little Athletics throughout New South Wales;
- (c) develop the sport of athletics in conjunction with Athletics NSW;
- (d) ensure the maintenance and enhancement of the Company, LAA, the Members and Little Athletics, its standards, quality and reputation for the benefit of the Members and Little Athletics;
- (e) to provide opportunities for children and young people in New South Wales of all abilities to participate in healthy recreation through family and community involvement in athletics;
- (f) to promote and sanction championships (events) and any other athletic competitions and make policy rules to cover such championships (events) and competitions that may be deemed necessary for registered members of the Company from time to time;
- (g) to register children and young people with the Company in accordance with the Regulations;
- (h) to hear and adjudicate upon matters arising from decisions of Members or officials in the conduct of Company affairs;
- (i) at all times promote mutual trust and confidence between the Company, LAA and the Members in pursuit of these Objects;
- (j) at all times act on behalf of, and in the interest of, the Members and Little Athletics in New South Wales;
- (k) promote the economic and community service success, strength and stability of the Company, the Members and Little Athletics in New South Wales;
- (l) affiliate and otherwise liaise with LAA and adopt its rule and policy framework to further these Objects and Little Athletics;
- (m) use and protect the Intellectual Property;
- (n) apply the property and capacity of the Company towards the fulfilment and achievement of these Objects;

- (o) strive for Government, commercial and public recognition of the Company as the controlling body for Little Athletics in New South Wales;
- (p) abide by, promulgate, enforce and secure uniformity in the application of the rules of Little Athletics as may be determined from time to time by LAA, and as may be necessary for the management and control of Little Athletics and related activities in New South Wales;
- (q) advance the operations and activities of the Company throughout New South Wales;
- (r) review and/or determine any matters relating to Little Athletics which may arise, or be referred to it, by any Member;
- (s) recognise any penalty imposed by any Little Athletics Centre;
- (t) act as arbiter (as required) on all matters pertaining to the conduct of Little Athletics in New South Wales, including disciplinary matters;
- (u) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Little Athletics in New South Wales;
- (v) adopt and implement such policies as may be developed by LAA;
- (w) represent the interests of its Members and of Little Athletics generally in any appropriate forum in New South Wales;
- (x) have regard to the public interest in its operations;
- (y) 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;
- (z) promote the health and safety of Members and all other participants in Little Athletics in New South Wales;
- (aa) seek and obtain improved facilities for the enjoyment of Little Athletics in New South Wales; and
- (bb) 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 COMPANY

Solely for furthering the Objects, the Company has, in addition to any other powers it has under the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act 2001* (Cth).

5. MEMBERS

5.1 Categories of Members

The Members of the Company shall consist of:

- (a) Little Athletics Centres, which subject to this Constitution, shall be represented by 2 Delegates, and who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Little Athletics Centre at General Meetings;
- (b) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and debate but not vote at General Meetings;
- (c) Zone Coordinators, 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, subject to **clause 30.1(c)** shall have no voting rights;
- (d) Individual 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; and
- (e) 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 Company 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 Company or Little Athletics, where such service is deemed to have assisted the advancement of Little Athletics in New South Wales, 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 Company'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) Persons holding the status of Life Member under the constitution operating immediately prior to approval of this Constitution under the Act shall continue to hold that status under this Constitution.

6. AFFILIATION

6.1 Little Athletics Centres

- (a) To be, or remain, eligible for membership, a Little Athletics Centre must be incorporated or in the process of incorporation. This process must be complete within one year of applying for membership under this Constitution.

- (b) For such time as the Little Athletics Centre is not incorporated, the secretary of any such unincorporated Little Athletics Centre 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 Little Athletics Centre 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 Little Athletics Centre 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:

- (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 Company;
- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Company and must substantially conform to this Constitution and may be in draft form if it is in the process of incorporation) and the applicant's register of members; and
- (c) accompanied by the appropriate fee (if any).

6.3 Discretion to Accept or Reject Application

- (a) The Company may accept or reject an application whether the applicant has complied with the requirements in **clauses 6.1** and **6.2** or not. The Company shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Company accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Company. The Chief Executive Officer shall amend the Register accordingly as soon as practicable.
- (c) 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.

6.4 Re-Affiliation

- (a) Membership of Little Athletics Centres expires annually on 30 June.
- (b) Little Athletics Centres must re-affiliate annually with the Company in accordance with the procedures set down by the Company in Regulations from time to time.

- (c) The Company may accept or reject a re-affiliation application in accordance with the procedures set down in **clause 6.3** as if they also apply to re-affiliation applications.
- (d) Upon re-affiliation a Little Athletics Centre must lodge with the Company 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 Company. Each Little Athletics Centre must use reasonable endeavours to ensure that its constitution is amended to conform to any amendments made to this Constitution and/or to the LAA constitution.

6.5 Deemed Membership

- (a) All members which or who are, prior to the approval of this Constitution under the Act, members of the Company, shall be deemed Members from the time of approval of this Constitution under the Act.
- (b) Little Athletics Centres shall provide the Company with such details as are reasonably required by the Company under this Constitution within one (1) month of the approval of this Constitution under the Act.
- (c) Any members of the Company 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. STATUS AND COMPLIANCE OF LITTLE ATHLETICS CENTRES

7.1 Compliance

Little Athletics Centres acknowledge and agree that they shall:

- (a) be or remain incorporated in New South Wales;
- (b) nominate two (2) Delegates annually to attend General Meetings, and shall inform the Company of the details of those persons accordingly;
- (c) provide the Company with copies of their accounts, annual financial reports and other associated documents as soon as practicable, following the Little Athletics Centre's annual general meeting such accounts and financial reports to have been independently reviewed by a person of expertise who is neither on the Committee, nor related to a person on the committee, of the Little Athletics Centre;
- (d) recognise the Company as the authority for Little Athletics in New South Wales and LAA as the national authority for Little Athletics;
- (e) adopt and implement such communications and Intellectual Property policies as may be developed by the Company from time to time;
- (f) have regard to the Objects in any matter of the Little Athletics Centre pertaining to Little Athletics; and
- (g) comply with the Act.

7.2 Little Athletics Centre Constitutions

- (a) The constituent documents of Little Athletics Centres will clearly reflect the Objects.
- (b) Little Athletics Centres will take all reasonable steps necessary to ensure their constituent documents conform to this Constitution.
- (c) Little Athletics Centres shall provide to the Company a copy of their constituent documents and all amendments to these documents. Little Athletics Centres acknowledge and agree that the Company has power to veto any provision in a Little Athletics Centre constitution which, in the Company's opinion, is contrary to the Objects.
- (d) The constituent documents of each Little Athletics Centre shall, at the earliest available opportunity, but within two years of the commencement of this Constitution, recognise the Company as the authority for Little Athletics in New South Wales and LAA as the national authority for Little Athletics in Australia.

7.3 Register

Little Athletics Centres shall maintain, in a form acceptable to the Company, a register of all Members of the Little Athletics Centre. Each Little Athletics Centre shall provide a copy of the register at a time and in a form acceptable to the Company, and shall provide regular updates of the register to the Company.

8. REGISTER OF MEMBERS

8.1 Company to keep Register

- (a) The Company shall keep and maintain a Register in which shall be entered (as a minimum):
 - (i) the full name, address, category of membership and date of entry to membership of each Little Athletics Centre;
 - (ii) the full name, residential address and date of entry to membership of each other Member and Director; and
 - (iii) where applicable, the date of termination of any membership.
- (b) All Members and Directors shall provide notice of any change of required details to the Company within one month of such change.

8.2 Inspection of Register

The Register may only be inspected and copied in accordance with the Act.

8.3 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.

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 Regulations and the LAA 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 Company and LAA;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Little Athletics in New South Wales; and
- (e) they are entitled to all benefits, advantages, privileges and services of Company membership.

10. DISCONTINUANCE OF MEMBERSHIP

10.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Company may resign or withdraw from membership of the Company by giving one months' notice in writing to the Company of such resignation or withdrawal.
- (b) A Little Athletics Centre may not resign, disaffiliate or otherwise seek to withdraw from the Company without approval by Special Resolution of the Little Athletics Centre. A copy of the relevant minutes of the Little Athletics Centre meeting showing that the Special Resolution has been passed by the Little Athletics Centre must be provided to the Company.
- (c) If a Little Athletics Centre ceases to be a Member under this Constitution, the Company membership of all Individual Members affiliated or registered with or through the Little Athletics Centre shall not automatically cease at that time, but shall be dealt with in accordance with the Regulations.
- (d) Upon the Company receiving notice of resignation of membership given under **clauses 10.1(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.

10.2 Discontinuance for breach

- (a) Membership of the Company 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 Company, 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 10.2(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 10.2(a)** by the Company giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 10.2** as soon as practicable.

10.3 Member to Re-Apply

A Member whose membership has been discontinued under **clause 10.2**:

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

10.4 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 Company and its property and shall not use any property of the Company including Intellectual Property. Any Company documents, records or other property in the possession, custody or control of that Member shall be returned to the Company immediately. Where a Little Athletics Centre ceases to be a Member it shall also forfeit all representation rights on the Board and at General Meetings.

10.5 Delegate Position Lapses

The position of Delegate shall lapse immediately on cessation of membership of a Little Athletics Centre.

10.6 Membership may be Reinstated

Membership which has been discontinued under this **clause 10** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

10.7 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.

11. DISCIPLINE

11.1 Disciplinary proceedings

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 Regulations, the LAA constitution or regulations 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 purposes and interests of the Company, LAA and/or Little Athletics; or
- (c) brought the Company, LAA, any other Member or Little Athletics into disrepute,

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

11.2 Judiciary Committee

The Board may convene a Judiciary Committee 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.

12. SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and any fees or other levies payable by Members to the Company, the time for and manner of payment, shall be as determined by the Board.

13. EXISTING DIRECTORS

- (a) The Elected and Appointed Directors in office immediately prior to approval of this Constitution under the Act, subject to provisions in this Constitution relating to earlier retirement or removal of Directors, shall continue in those positions until their position would have become vacant under the constitution operating immediately prior to approval of this Constitution. Upon the retirement of a Director referred to in this clause, 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 immediately prior to approval of this Constitution under the Act shall continue in that position following such approval, subject to any contractual arrangements.

14. POWERS OF THE BOARD

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

15. COMPOSITION OF THE BOARD

15.1 Composition of the Board

- (a) The Board shall consist of:
 - (i) seven (7) Elected Directors, who must be Individual Members and will be elected under **clause 16**; and
 - (ii) up to two (2) Appointed Directors who need not be Members and shall be appointed in accordance with **clause 17**.

- (b) A Director must not hold an Official Position. If a person who holds an Official Position nominates to be considered for election as an Elected Director and is elected as an Elected Director that person cannot take office as a Director until they have resigned from the Official Position. A copy of such resignation must be received by the Chief Executive Officer within 48 hours of the General Meeting at which the person is elected.

16. ELECTED DIRECTORS

16.1 Nominations

- (a) Nominations for Elected Director positions shall be advertised through all affiliated Little Athletics Centres and called for at least fifty-four (54) days prior to the Annual General Meeting. When calling for nominations, details of the necessary qualifications shall also be provided. Qualifications shall be as determined by the Board from time to time.
- (b) Nominees must be over 18 years of age.
- (c) Nominees for Elected Director positions must declare any Official Position they hold.

16.2 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 of two (2) members of a committee of a Little Athletics Centre;
- (d) certified by the nominee (who must be an Individual Member) expressing his or her willingness to accept the position; and
- (e) delivered to the Company not less than forty (40) days before the date fixed for the Annual General Meeting.

16.3 Elections

- (a) If the number of nominations received for Elected Director positions is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all Elected Director vacancies, then those nominated shall be declared elected, subject to each person nominated receiving a simple majority of votes in their favour.
- (b) If there are insufficient nominations received to fill all Elected Director vacancies, or if one or more nominations are not approved by the majority of Members under **clause 16.3(a)**, the position(s) will be deemed a casual vacancy under **clause 18.1**.

- (c) If the number of nominations exceeds the number of Elected Director vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each Elected Director vacancy.
- (d) Voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

16.4 Term of Appointment for Elected Directors

- (a) Elected Directors will be elected for a term of two (2) 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 (or any other meeting held at the same time as the AGM), until the conclusion of the second Annual General Meeting following (or any other meeting held at the same time as the AGM).
- (b) Four (4) Elected Directors shall retire in each odd year and three (3) Elected Directors shall retire in each even year until, after two (2) years the seven (7) 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 16.4(b)** to ensure rotational terms shall be determined by the Board. If the Board cannot 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 four (4) 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) Consecutive terms served as a combination of Elected Director and/or Appointed Director shall be treated in the same manner as consecutive terms served as an Elected Director or an Appointed Director when determining the number of consecutive full terms served.

17. APPOINTED DIRECTORS

17.1 Appointment of Directors

The Elected Directors may appoint up to two (2) Appointed Directors.

17.2 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 but must be natural persons. Appointed Directors must not also be a Delegate.

17.3 Term of Appointment for Appointed Directors

- (a) Appointed Directors may be appointed by the Elected Directors under this Constitution for a term of up to two (2) years.

- (b) Appointed Directors may be appointed to ensure rotational terms that coincide with the Elected Directors' rotational terms.
- (c) Following the adoption of this Constitution, no person who has served as an Appointed Director for a period of four (4) consecutive full terms shall be eligible for appointment as an Appointed Director until the next Annual General Meeting following the date of conclusion of his last term as an Appointed Director.
- (d) Consecutive terms served as a combination of Elected Director and/or Appointed Director shall be treated in the same manner as consecutive terms served as an Elected Director or an Appointed Director when determining the number of consecutive full terms served.

18. VACANCIES ON THE BOARD

18.1 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 until the next Annual General Meeting.

18.2 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 his or her creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns his or her office in writing to the Company;
- (e) is absent from two (2) consecutive Board meetings without an acceptable apology or leave of absence;
- (f) holds any office of employment with the Company;
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his or her interest;
- (h) is subject to disciplinary action under this Constitution in which the Director is found to have:
 - (i) acted in a manner unbecoming or prejudicial to the Objects and interests of the Company; or
 - (ii) brought the Company into disrepute;
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the Act.

18.3 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 Directors to a number sufficient to constitute such a quorum.

19. MEETINGS OF THE BOARD

19.1 Board to Meet

- (a) The Board shall meet as often as required in any calendar year for the dispatch of business, except where extenuating circumstances apply.
- (b) Subject to this Constitution the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- (c) A Director may at any time convene a meeting of the Board within a reasonable time.

19.2 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. The Chairman may not exercise a casting vote. If the motion is not passed by a majority of directors the motion will be lost.

19.3 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by email 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 19.3(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 clause to be held then

the meeting shall be suspended until **clause 19.3(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 Chairman of the meeting is located.

19.4 Quorum

The presence of at least half of the Directors is required to constitute a quorum at meetings of the Board.

19.5 Attendance at Board meetings

In accordance with **clause 18.2(e)**, any Board member who is absent from two (2) consecutive Board meetings without an acceptable apology or leave of absence shall forfeit his or her place on the Board.

19.6 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.

19.7 Election of Chairman

- (a) The Directors must at the first Board meeting after the Annual General Meeting annually elect by majority vote one of the Elected Directors to the office of Chairman.
- (b) The Elected Director elected to the office of Chairman will remain Chairman for one (1) year from the date of their election until the Board meeting after the next Annual General Meeting.
- (c) An Elected Director elected as Chairman may be re-elected as Chairman in following years, so long as he or she remains an Elected Director.
- (d) The Chairman shall:
 - (i) be the nominal head of the Company and represent it at all functions, meetings and other occasions at which a representative of the Company is required. The Chairman may delegate this responsibility to a member of the Board, the Chief Executive Officer or any other person the Chairman deems appropriate; and
 - (ii) preside over any Board meeting or General Meeting at which he or she is present. If the Chairman 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; and

- (iii) ensure that Board members keep the Chairman informed of all Company matters under their control and provide written reports to Company and Board meetings; and
- (iv) perform such duties as may be required by the Board from time to time.

19.8 Directors' Interests

A Director is disqualified by holding any place of profit or position of employment in the Company or in any company or incorporated association in which the Company is a shareholder or otherwise interested or from contracting with the Company either as vendor, purchaser 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 Company in which any Director is in any way interested will be void unless approved by the Board.

19.9 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 him or herself 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 him or herself 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.

19.10 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.

19.11 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 19.10** 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.

19.12 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with one or more of **clauses 19.8, 19.10 and 19.11** must be recorded in the minutes of the relevant meeting.

20. CHIEF EXECUTIVE OFFICER

20.1 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 and proper.

20.2 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 their best endeavours to distribute those minutes to Little Athletics Centres promptly after the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Company.

20.3 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 Company. No resolution passed by the Company 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.

20.4 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.

21. SECRETARY

- (a) There must be a Secretary who is to be appointed by the Board under the Act.
- (b) In addition to the manner in which the office of secretary becomes vacant under the Act, the Directors may suspend or remove the Secretary from that office.
- (c) The Secretary holds office on the terms and conditions and with the powers, duties and authorities, determined by the Act and the Board.
- (d) The Secretary may be a Director, the Chief Executive Officer or any other person appointed under this **clause 21**.

22. ZONE COORDINATORS

- (a) The Little Athletics Centres located in each Zone must elect a Zone Coordinator before 31 May in each even year.
- (b)
 - (i) A Zone Coordinator must not also be a person who holds an Official Position and if elected as a Zone Coordinator must immediately resign from any such Official Position.
 - (ii) The reference to Zone Coordinator in Clause 2.1 "Official Position" (a) does not apply when considering Clause 22 (b) (i).
- (c) Zone Coordinators elected under this **clause 22** shall be elected for a term of two (2) years.
- (d) Zone Coordinator elections must be conducted in accordance with the procedures set out in the Regulations.
- (e) The duties and other responsibilities of Zone Coordinators shall be set out in the Regulations.
- (f) Any casual vacancy occurring in the position of Zone Coordinator may be filled by the Board from among appropriately qualified persons. Any casual vacancy may only be filled until the next Zone Coordinator election is held.

23. DELEGATIONS

23.1 Board may Delegate Functions

- (a) 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.
- (b) In exercising its power under this clause the Board must take into account broad stakeholder involvement.

23.2 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 Company in General Meeting.

23.3 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.

23.4 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 19**. 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.

23.5 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.

23.6 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.

24. ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the Company 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.

25. SPECIAL GENERAL MEETINGS

25.1 Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a Special General Meeting of the Company 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.

25.2 Requisition of Special General Meetings

- (a) The Chief Executive Officer shall on the requisition in writing of not less than five percent (5%) of eligible 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 Company 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 Company, 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.

26. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Little Athletics Centre and Life Member or other Member entitled to receive notice at the address appearing in the Register kept by the Company. 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) details of any Special Resolution that will be voted upon at the meeting.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 43**.

27. 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 Elected 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 27(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.

28. NOTICES OF MOTION

Members entitled to vote at General Meetings 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 forty (40) days (excluding receiving date and meeting date) prior to the General Meeting.

29. PROCEEDINGS AT GENERAL MEETINGS

29.1 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 10 percent of Little Athletics Centres represented by their Delegates.

29.2 Chairman to Preside

The Chairman shall, subject to this Constitution, chair at every General Meeting except:

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

If the Chairman 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.

29.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall:
 - (i) if convened on the requisition of Members be dissolved; or
 - (ii) in any other case, 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 Chairman 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) If at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present, being at least 5% of the Little Athletics Centres is to constitute a quorum.
- (c) The Chairman 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.
- (d) 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.
- (e) Except as provided in **clause 29.3(d)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

29.4 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) properly demanded in accordance with the Act.

29.5 Recording of Determinations

Unless a poll is demanded under **clause 29.4**, a declaration by the Chairman 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 Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

29.6 Where Poll Demanded

- (a) If a poll is duly demanded under **clause 29.4** it shall be taken:
 - (i) immediately, if the poll relates to the election of the chairperson of the meeting or the question of an adjournment; or
 - (ii) in any other case, in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs.
- (b) The result of the poll shall be the resolution of the meeting at which the poll was demanded.

30. VOTING AT GENERAL MEETINGS

30.1 Members Entitled to Vote

- (a) Each Little Athletics Centre shall be entitled to two (2) votes at General Meetings which, subject to this clause shall be exercised by each Little Athletics Centres' two Delegates in accordance with **clause 5.1(a)**. These two votes may be exercised in person, by postal or electronic vote in accordance with **clause 31**, or by proxy in accordance with this Constitution.
- (b) Life Members shall have no right to vote at General Meetings.
- (c) Persons holding the position of Zone Coordinator and entitled to vote immediately prior to approval of this Constitution under the Act shall be entitled to one (1) vote at General Meetings. Such persons who are then re-elected and continue to be re-elected to the position of Zone Coordinator pursuant to **clause 22** for consecutive terms will be entitled to this vote until such time as they no longer hold the position of Zone Coordinator.
- (d) 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**.
- (e) Directors and the Chief Executive Officer shall have no right to vote at General Meetings.

30.2 Chairman May Not Exercise Casting Vote

The Chairman may not exercise a casting vote. If the motion is not passed by the Members, then the motion will be lost.

31. POSTAL AND ELECTRONIC VOTING

- (a) Members may submit postal or electronic votes in respect of a resolution at a General Meeting:
 - (i) to elect a Director;
 - (ii) in relation to conferring Life Membership on a Member;
 - (iii) in relation to any amendment to the Constitution; or
 - (iv) where a notice of motion has been submitted under Clause 28 of this Constitution and notice provided to the members under Clause 26 of this Constitution.
- (b) No other motion shall be determined by a postal or electronic ballot unless determined by the Board. If the Board so determines, the postal or electronic ballot shall be conducted under the procedures set by the Board from time to time.
- (c) Postal and electronic voting must be conducted in accordance with the Regulations made under the Act.
- (d) The Board may permit postal and/or electronic voting in respect of a resolution at a General Meeting.

32. 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.
- (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 or her proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as he or she thinks fit.

33. 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 Company.
- (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 for resolution to the CEO in accordance with the procedures determined by the Board from time to time.
- (d) The Board may prescribe additional grievance procedures in Regulations consistent with this **clause 33**.

34. RECORDS AND ACCOUNTS

34.1 Records

- (a) The Board will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.
- (b) 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.

34.2 Company to Retain Records

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

34.3 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.

34.4 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, 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.

35. AUDITOR

- (a) A properly qualified auditor or auditors shall be appointed by the Company in General Meeting. The auditor's duties shall be regulated in accordance with the Act and generally accepted principles, and/or any applicable code of conduct. The auditor may be removed by the Company in General Meeting.
- (b) The accounts of the Company 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.

36. INCOME

- (a) Income and property of the Company shall be derived from such sources as the Board determines from time to time.

- (b) The income and property of the Company shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution or the Act:
 - (i) no portion of the income or property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Member who holds any office of the Company.
- (d) Nothing in **clauses (b) or (c)** shall prevent payment in good faith of or to any Member for:
 - (i) any services actually rendered to the Company whether as an employee, Director or otherwise;
 - (ii) goods supplied to the Company in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Company;
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Company; or
 - (vi) providing grants, scholarships or donations to Members where such grants, scholarships or donations reasonably further the Objects of the Company,

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.

37. WINDING UP

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

38. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Company 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 Company by this Constitution. Such organisation(s) 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 New South Wales or other Court as may have or acquire jurisdiction in the matter.

39. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

40. REGULATIONS

40.1 Board to Formulate Regulations

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

40.2 Regulations Binding

- (a) All Regulations are binding on the Company and all Members.
- (b) 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. Little Athletics Centres shall take reasonable steps to distribute information in the Bulletins to Individual Members. The matters in the Bulletins are binding on all Members.

40.3 Regulations Deemed Applicable

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 been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply.

40.4 Objections to Regulations

- (a) Any Little Athletics Centre may object in writing to a decision by the Board from time to time to remove, amend or adopt a Regulation.
- (b) In the event that no less than 10 per cent of all Little Athletics Centres object to a Regulation under **clause 40.4(a)**, and being an objection to the same Regulation, then:

- (i) the Board must either:
 - (A) suspend the operation of the Regulation if it is a new Regulation; or
 - (B) reinstate the Regulation to its form prior to the amendment or removal; and
 - (ii) the Regulation subject to the objections must be reviewed by the Board in its next meeting.
- (c) Following the review undertaken under **clause 40.4(b)(ii)**, where the Board resolves to:
- (i) withdraw the declaration of a new Regulation the relevant Regulation will be repealed; or
 - (ii) withdraw the amendment or removal of the Regulation, the relevant Regulation will be reinstated to its form prior to the amendment or removal.
- (d) Where the Board resolves to proceed with the declaration, amendment or removal of the objected Regulation, the Board will submit the Regulation to the members at the next convened General Meeting for consideration and voting in accordance with **clause 29** and **clause 30** of this Constitution.
- (e) To achieve the minimum number of objections required under **clause 40.4(b)**, all such objections must be received by the Company within three (3) months of the first such objection being received.

41. STATUS AND COMPLIANCE OF COMPANY

41.1 Recognition of Company

The Company is a member of LAA and is recognised by LAA as the controlling authority for Little Athletics in New South Wales and subject to compliance with this Constitution and the LAA constitution shall continue to be so recognised and shall administer Little Athletics in New South Wales in accordance with the Objects.

41.2 Compliance of Company

The Members acknowledge and agree the Company shall:

- (a) be or remain registered in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and Little Athletics;
- (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 Little Athletics, its standards, quality and reputation for the benefit of the Members and Little Athletics;

- (e) at all times act in the interests of the Members and Little Athletics;
- (f) not resign, disaffiliate or otherwise seek to withdraw from LAA without approval by Special Resolution; and
- (g) abide by the LAA constitution and the rules of Little Athletics.

41.3 Operation of Constitution

The Company 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 Little Athletics are to be conducted, promoted, encouraged, advanced and administered throughout New South Wales;
- (b) to ensure the maintenance and enhancement of Little Athletics, its standards, quality and reputation for the benefit of the Members and Little Athletics;
- (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 Little Athletics 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 Little Athletics and the Members; and
- (f) that should a Little Athletics Centre have administrative, operational or financial difficulties the Company may act to assist the Little Athletics Centre in whatever manner the Company reasonably considers appropriate.

42. COMPANY'S CONSTITUTION

42.1 Constitution of the Company

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

42.2 Operation of LAA constitution

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

42.3 Register

The Company shall maintain, in a form acceptable to LAA but otherwise in accordance with the Act, a register of all Little Athletics Centres and all Individual Members.

43. NOTICE

- (a) Notices may be given by the Company 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.
- (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.

44. INDEMNITY

- (a) Every Director and employee of the Company shall be indemnified out of the property and assets of the Company 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 Company 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 Company; and
 - (ii) in the case of an employee, performed or made in the course of, and within the scope of their employment by the Company.