



Constitution

Softball NSW Incorporated

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ASSOCIATIONS INCORPORATION ACT (NSW)

**STATEMENT OF PURPOSES
of**

SOFTBALL NEW SOUTH WALES INCORPORATED

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1 NAME OF ASSOCIATION

The name of the association is Softball New South Wales Incorporated ("SNSW").

2 OBJECTS OF ASSOCIATION

The Association is the peak body for the administration of Softball in New South Wales. The objects for which the Association is established and maintained are to:

- (a) conduct, encourage, promote, advance, control and administer all forms of Softball in and throughout New South Wales through and by various Affiliates for the mutual and collective benefit of the Members and Softball;
- (b) act in good faith and loyalty to ensure the maintenance and enhancement of the Association and Softball for the collective and mutual benefit of the Members and Softball;
- (c) at all times operate with, and promote, mutual trust and confidence between the Association and the Members in pursuit of these objects;
- (d) at all times to act on behalf of, and in the interests of, the Members and Softball;
- (e) promote the economic and sporting success, strength and stability of the Association and each Affiliate and to act interdependently with each Affiliate pursuit of these objects;
- (f) affiliate and otherwise liaise with Softball Australia Limited in the pursuit of these objects;
- (g) use and protect the Intellectual Property of the Association;
- (h) collect, distribute and publish information in connection with Softball;
- (i) promote and regulate state competitions, championships and tournaments;
- (j) strive for governmental, commercial and public recognition of the Association and Softball;

- (k) promulgate such rules as may be necessary or appropriate for the management and regulation of Softball and related activities in New South Wales;
- (l) conduct or commission research and development for improvements in Softball and Softball equipment;
- (m) select and control teams and squads to represent the Association and to act for team members on all matters concerning the Association;
- (n) pursue or develop such commercial arrangements, as are appropriate to further the Objects and Softball;
- (o) act as final arbiter on all matters referred to it, by an Affiliate, or individual member, or accepted by it pertaining to the conduct of Softball in New South Wales, including disciplinary matters;
- (p) develop and implement appropriate policies, including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in Softball;
- (q) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (r) represent the interests of its Members and of Softball generally in any appropriate forum; and
- (s) have regard to the public interest in its operation.

The Association shall:

- (i) 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;
- (ii) undertake and or do all things or activities which are necessary, incidental or conducive to the advancement of these Objects.

3. POWERS OF ASSOCIATION

Solely for furthering the Objects set out above, and in addition to the rights, powers and privileges provided under the Act, the Association has the legal capacity and powers of a natural person.

4 APPLICATION OF INCOME

- (a) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Statement of Purposes:
 - (i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.
- (c) Nothing contained in **clauses 4(a) or (b)** shall prevent payment in good faith of or to any Member for:
 - (i) any services actually rendered to the Association whether as an employee or otherwise;
 - (ii) goods supplied to the Association 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 Association;
- (v) any out-of-pocket expenses incurred by the Member on behalf of the Association; or
- (vi) any other reason;

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.

5 LIABILITY OF MEMBERS

The liability of the Members of the Association is limited.

6 MEMBER'S CONTRIBUTIONS

Every Member of the Association undertakes to contribute to the assets of the Association in the event of it being wound up while a Member, or within 1 year after ceasing to be a Member for payment of the debts and liabilities of the Association contracted before the time at which he or she ceases to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding \$1.00.

7 DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members of the Association but shall be given or transferred to some body or bodies having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Association by this Statement of Purposes and which is also not carried on for profit and which is similarly exempt (or entitled to be exempt) from income tax. Such body or bodies to be determined by the Members of the Association at or before the time of dissolution, and in default thereof by such judge of the relevant Supreme Court or such other court as may have or acquire jurisdiction in the matter.

8 REVISION HISTORY

Revision No.	Description	Date Approved
00	Initial issue adopted	3 rd June 2007
01	Revised	17 th September 2011
02	Reviewed and amended at SGM	19 th September 2015
03	Reviewed and amended at SGM	16 th September 2017
04	Reviewed and amended at AGM	9 th September 2018

ASSOCIATIONS INCORPORATION ACT 1984 (NSW)

RULES

of

SOFTBALL NEW SOUTH WALES INCORPORATED

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PART I - INTERPRETATION

1. NAME

The name of the association is Softball New South Wales Incorporated ("SNSW").

2. INTERPRETATION

2.1 Definitions

In these Rules unless the contrary intention appears:

“Act” means the Associations Incorporation Act 1984 (NSW) or any other act under which the Association may be incorporated from time to time.

“Affiliated Member Association (Affiliate)” means an entity representing a District of Clubs, recognised as a subscribing, Associate or Full Affiliate of the Association.

“Board” means the Board of Management constituted under these Rules. The Board is sometimes referred to as The Committee.

“Director” means a member of the Board and includes any person acting in that capacity from time to time.

“Disciplinary Committee” means a committee of the Association of that name as defined in **Rule 11.9**.

“Division” is any group of affiliated associations as determined from time to time by the Board.

“Event” means and includes:

- (i) any state championship or tournament organised or conducted by an Affiliate on behalf of the Association;
- (ii) any championship, tournament or competition, series or game sponsored by or conducted on behalf of the Association.

“Executive Committee” means the office-bearers of the Association and two directors duly elected by the board.

“Financial year” means the year ending 30 June in any year.

“General Manager” means the overall Management officer of the Association for the time being appointed under these Rules. Sometimes referred to as Executive Director or Chief Executive Officer.

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

“Individual Member” means a registered financial individual member of an Affiliate.

“Intellectual Property” means all rights or goodwill subsisting in copyright, business names, names, trade marks (or signs), logos, designs, patents or service marks (whether registered or registerable) relating to the Association or in any event, competition or softball activity of or conducted, promoted or administered by the Association. For the avoidance of doubt this definition does not apply to the intellectual property of the SAL or any other State Softball Association affiliated with SAL.

“Judiciary Committee” means a committee of the Association of that name comprised, and having such functions, as set out in **Rule 11**.

“Life Member” means an individual upon whom Life Membership of the Association has been conferred under **Rule 5.2**.

“Member” means a member for the time being of the Association under **Part III** of these Rules.

“Objects” means the objects of the Association in the Statement of Purposes.

“Official” means any coach, umpire, team manager/administrator, scorer/statistician or other person who has a position as an official in Softball.

“President” means the President for the time being of the Association and includes any person acting in that capacity from time to time.

“Regulations” means any Regulations made under **Rule 30**.

“Rules” means these Rules of the Association and include the Statement of Purposes of the Association.

“Secretary” means the secretary and public officer of the Association and is the General Manager for the time being appointed under these rules.

“Softball” means all forms of the sport of softball.

“SAL” means Softball Australia Limited.

“Special Resolution” Means a resolution passed:

- (a) at a General Meeting of the Association of which 21 days notice, accompanied by notice of intention to propose the resolution as a special resolution, has been given to the Members in accordance with these Rules; and
- (b) by at least three quarters of those Members who, being entitled to vote, vote in person at the meeting.

“Vice-President” means the Vice-President for the time being of the Association and includes any person acting in that capacity from time to time.

2.2 Interpretation

In these Rules:

- (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 or 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 it is determined that a word, phrase, sentence or clause in these Rules is unenforceable, illegal or void then it must be severed and the other words, phrases, sentences or clauses in these Rules will remain valid.

2.4 Expressions in Act

Except where the contrary intention appears, in these Rules, an expression that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.

PART II – AFFILIATED MEMBER ASSOCIATIONS (AFFILIATE)

3. AFFILIATED MEMBER ASSOCIATIONS

3.1 Compliance of Affiliate

Each Affiliate shall:

- (a) be incorporated and shall act at all times with all requirements under the Associations Incorporation Act 1984 (NSW) and as may otherwise be imposed on it by the State Government;
- (b) elect or appoint a Delegate to represent it at General Meetings in accordance with these Rules, whose election/appointment has been advised to the Association in writing by the Affiliate Secretary;
- (c) where required by the Association in any Financial year, provide the Association with copies of its annual report and other associated documents immediately following the Affiliate's annual general meeting;
- (d) adopt the Objects (in whole or in such part as are applicable to that Affiliate) and adopt rules which reflect and which are, to the extent permitted or required by the State Acts, generally in conformity with these Rules;
- (e) apply its property and capacity solely in pursuit of the conduct, encouragement, promotion, advancement and administration of Softball;
- (f) at all times act for and on behalf of the interests of the Association, the Members, and Softball;
- (g) do all that is reasonably necessary to enable the Objects to be achieved;
- (h) act in good faith and loyalty to ensure the maintenance and enhancement of the Association and Softball, its standards, quality and reputation for the collective and mutual benefit of the Members and Softball;
- (i) at all times operate with, and promote, mutual trust and confidence between the Association and the Members in pursuit of the Objects; and
- (j) by adopting (in whole or in such part as are applicable to that Affiliate in accordance with these Rules) the Objects, abide by these Rules.

3.2 Operation of Rules

The Association and the Affiliate agree:

- (a) that these Rules constitute a contract between them and that they are bound by these Rules and that these Rules operate to create uniformity in the way in which the Objects and Softball are to be conducted, encouraged, promoted and administered in New South Wales;
- (b) to act in good faith and loyalty to each other to ensure the maintenance and enhancement of Softball, its standards, quality and reputation for the collective and mutual benefit of the Members and Softball;
- (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 Softball, and its maintenance and enhancement;
- (d) to make full and proper disclosure to each other of all matters of importance to the Association and Softball;

(e) not to acquire a private advantage at the expense of any of the Association or other Affiliate or Softball;

(f) to operate with mutual trust and confidence in pursuit of the Objects;

(g) to promote the economic and sporting success, strength and stability of each other and to act interdependently with each other in pursuit of the Objects;

(h) to act for and on behalf of the interests of Softball, the Association and the Members; and

(i) that should a Affiliate have administrative, operational or financial difficulties the Board may act with the concurrence of that Affiliate to assist that Affiliate in whatever manner and on such conditions as the Board considers appropriate. Where the Board and the relevant Affiliate consider the matter to be of a serious or significant nature the matter may be referred to a General Meeting of the Association who may act to assist the relevant Affiliate in whatever manner and on such conditions as the General Meeting considers appropriate.

4. AFFILIATE CONSTITUTIONS AND RULES

4.1 Constitution and Rules

The constituent documents of each Affiliate shall clearly reflect the Objects (in whole or in such part as are applicable to the Affiliate) with such incidental variations as are necessary or appropriate.

4.2 Amendments to Affiliate Constitutions

Each Affiliate shall take all steps necessary to ensure its constituent documents are amended in conformity with future amendments made to these Rules.

4.3 Register of Members

Each Affiliate shall maintain, in a form and with such details as are acceptable to the Association, a register of all Members in its Association. Each Affiliate shall provide a copy of the register at a time and in a form acceptable to the Association, and shall provide prompt and regular updates of the register to the Association.

PART III - MEMBERSHIP

5 MEMBERS

5.1 Class of Members

The Members of the Association shall consist of:

- (a) Affiliates, which subject to these Rules, shall be represented by their Delegate/s who has the right to be present, debate and vote at General Meetings for and on behalf of their respective Affiliate;
- (b) Directors elected under **Rule 21.1**, who have the right to attend and debate at General Meetings but who have no right to vote at General Meetings;
- (c) Directors appointed under **Rule 21.2** who have the right to attend and debate at General Meetings but who have no right to vote at General Meetings;
- (d) Life Members, who subject to these Rules, have the right to attend and debate at General Meetings; but who have no right to vote at General Meetings; and
- (e) Observers, a maximum of two (2) members of Affiliates who have no right to debate or vote at General Meetings, but may attend General Meetings as an observer.

5.2 Life Members

- (a) each year the Board will call for nominations; nominations closing eight (8) weeks prior to the AGM, from the Affiliates and elected Directors for persons to be considered for life membership who has rendered distinguished service to Softball NSW, where such service is deemed to have assisted the advancement of Softball in New South Wales and who has been involved in Softball on a state basis for at least 10 years, have Life Membership conferred on them.
- (b) a committee of three (3), a SNSW Representative, a SNSW Life Member and the proposing Affiliate/SNSW Board Member, one of whom shall be appointed to the chair, shall be appointed by the SNSW Board to discuss the nomination(s) received and make recommendations to the AGM
- (c) a resolution of the Association at the Annual General Meeting to confer life membership (subject to **Rule 5.2(d)**) on the recommendation of the committee appointed must be by a Resolution passed by three quarters of members present and entitled to vote on the motion at the AGM
- (d) upon Life Membership being conferred on a person, the person's details shall be entered in the Register. A person shall become a Life Member from the time their life membership is formally announced.

5.3 Creation of New Classes

The Board has the right and power from time to time to create new classes of membership with such rights, privileges and obligations as are determined applicable, even if the effect of creating a new class is to alter rights, privileges or obligations of an existing class of Members.

6 SUBSCRIPTIONS AND FEES

- (a) no member shall be required to pay any joining fee upon admission to the Association
- (b) all Affiliates (Subscribing, Associated and Full) shall pay to the Association an annual affiliation fee. This fee shall be determined by the Board and shall be paid each year by the date determined by the Board.

(c) an Affiliate shall pay the Association an annual registration fee in respect of each member registered by it. The registration fee shall be determined by the Board and shall be paid in each year by the date determined by the Board.

(d) affiliates are to be given at least six (6) months' notice of any levies, fees and subscriptions. Where possible, but not limited to, the Association will advise any increase by 30th April or 30th September to enable the Affiliate to pass on any increase that they feel warranted to do so for their summer and winter competition respectively.

(e) monies payable to the Association by Affiliates under this **Rule 6** shall be forwarded to the Association by such time as prescribed by the Association.

(f) any Affiliate which has not paid all monies due and payable to the Association shall (subject to the Board's discretion) have all rights under these Rules suspended, including where applicable the right to vote at General Meetings and appoint a Delegate, until such time as the monies are fully paid. Whilst suspended under this **Rule 6(e)**, the Affiliated Association shall have no automatic right to resign from the Association, and shall be dealt with in the Board's discretion, which includes the right to expel, discipline or retain that Affiliate as a Member, or to impose such other conditions or requirements as the Board considers appropriate.

(g) the Board may reject any application for membership without assigning any reason therefor.

7 AFFILIATES AND INDIVIDUAL MEMBERS

7.1 Affiliates and Individual Members

Affiliates shall use all reasonable endeavours to provide the Association with such details of Affiliate and Individual Members as are required by the Association under these Rules within 90 days of the approval of these Rules under the Act.

7.2 Membership Renewal

In order to remain Members, Affiliates and Individual Members must:

(a) renew their membership with their respective Affiliate annually;

(b) otherwise remain registered financial members of their Affiliate in accordance with the procedures applicable from time to time; and

(c) must pay the annual fees prescribed by the Association from time to time (if any) to the Association through their respective Affiliate.

(d) independent, individual members must pay the annual fees prescribed by the Association from time to time, directly to the Association.

8 REGISTER OF MEMBERS

8.1 Registers

(a) the General Manager shall establish and maintain a register of members of the Association specifying the name address of each person who is a member of the Association together with the date on which the person became a member and any other such information as is required under the Act from time to time.

(b) the General Manager shall establish and maintain a register of Affiliates and record therein the name and address of the secretary of each Affiliate.

(c) the register of members and Affiliates shall be kept at the principal place of administration of the Association and shall be available for inspection free of charge by any member of the Association during normal business hours. The Association must have regard to confidentiality considerations in providing the Register for inspection and inspecting the Register, in particular the residential address of members

9 EFFECT OF MEMBERSHIP

9.1 Effect of Membership

Members acknowledge and agree that:

- (a) these Rules constitute a contract between each of them and the Association and that they are bound by the Rules and the Regulations;
- (b) they shall comply with and observe these Rules and the Regulations and any determination, resolution or policy which may be made or passed by the Association;
- (c) by submitting to these Rules and the Regulations they are subject to the jurisdiction of the Association;
- (d) these Rules are made in pursuit of a common object, namely the mutual and collective benefit of the Association, the Members and Softball;
- (e) the Rules and Regulations are necessary and reasonable for promoting the Objects and particularly the conduct, encouragement, promotion, advancement and protection of Softball; and
- (f) they are entitled to all the benefits, advantages, privileges and services of Association membership as conferred by these Rules.

9.2 Member's Failure to Comply

Notwithstanding **Rule 11**, where a Affiliate fails to comply with its financial and reporting obligations under these Rules and Regulations, the Board may determine that an Affiliate to be not of good standing. On determination that an Affiliate is not of good standing, the Board may give notice to the Affiliate of the:

- (a) Board's determination; and
- (b) grounds for the Board's determination;

and request that the Affiliate show cause within one month as to why further action should not be taken against the Affiliate. The Affiliate's failure to respond or act to the Board's satisfaction (including assurances or compliance with its obligations) may result in the Board suspending the Affiliate's membership of the Association, or otherwise imposing such conditions on membership, as the Board sees fit.

10 DISCONTINUANCE OF MEMBERSHIP

10.1 Forfeiture of Rights

A Member who or which ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Association and its property including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately.

10.2 Representation Rights

Where an Affiliate ceases to be a Member it shall also forfeit all representation rights at General Meetings of the Association. An Affiliate shall return any Association documents, records or other property in its possession, custody or control to the Association immediately upon cessation of membership.

10.3 Membership may be Reinstated

Membership which has lapsed, been withdrawn or terminated under these Rules may be reinstated at the discretion of the Board, on application in accordance with these Rules and otherwise on such conditions as it sees fit.

10.4 Cessation of Membership

Where an Affiliate ceases to be a Member in accordance with these Rules or the Act, the Members of that Affiliate (including all Individual Members) will cease to be Members.

11 DISCIPLINE OF MEMBERS

11.1 Matters which may be referred to a Judiciary Committee

The Board in its sole discretion may refer any of the following matters for investigation or determination by a Judiciary Committee, any matter for investigation or determination must be in writing:

(a) an allegation (which in the opinion of the Board is not vexatious, trifling or frivolous) by a complainant that a Member has:

(i) breached, failed, refused or neglected to comply with a provision of these Rules, the Regulations or any other resolution or determination of the Board or duly authorised committee; or

(ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association and/or Softball; or

(iii) brought the Association or Softball into disrepute;

(b) a recommendation from a New South Wales Event Tribunal for a further suspension / disqualification of a player / official;

11.2 Submission to Jurisdiction

All Members (in this Rule “**defendant**”) will be subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Association set out in this **Rule 11**.

11.3 Ongoing participation

During investigatory or disciplinary proceedings under this **Rule 11** (“**proceedings**”), a defendant may continue to participate in Softball, pending the determination of the proceedings (including any available appeal) unless the Board decides such continued participation is inappropriate having regard to the matter at hand.

11.4 Affiliate Disciplinary Procedures

The Board in considering an exercise of its discretion under **Rule 11.1**, must determine whether all disciplinary or judiciary avenues available to a Member under the relevant Affiliate’s constitution have been exhausted.

11.5 Referral to Judiciary Committee

(a) the Board may commence or cause to be commenced any proceedings against a defendant by referring the matter to a Judiciary Committee to hear a matter or matters under this **Rule 11**. For matters referred under **Rule 11.1(b)** such referral shall be heard within 21 days of receipt of the recommendation. A Judiciary Committee shall comprise three (3) or more persons selected by the Board, one of whom shall be appointed Chairman. No member of the Board is eligible to sit on a Judiciary Committee.

(b) any such referral to a Judiciary Committee shall be in writing and accompanied by any documentary or other evidence that is available to the Board. The referral shall be clear and unambiguous, stating precisely the matter to be determined.

(c) no person who is an interested party (as determined by the General Manager) shall participate in the determination of the proceedings in any way.

(d) on receipt of the referral, the chairman of a Judiciary Committee shall, in consultation with the remaining members of the Judiciary Committee, determine an appropriate date, time and place for a hearing by the Judiciary Committee. Such hearing shall be no less than 14 days and no more than 28 days from the receipt of the referral, unless the matter is deemed to require urgent attention, in which case the defendant and Judiciary Committee may agree on a variation of the time frame set out in this **Rule 11**, having regard to the availability of key witnesses, amongst other things.

(e) the chairman of the Judiciary Committee shall notify the remaining members of the Judiciary Committee, the defendant and any complainant or relevant Affiliate of the date, time and place of the hearing, and in addition, shall advise that each party to the proceedings has the right:

(i) to make written submissions not less than seven (7) days prior to the date of the hearing; and

(ii) to appear at the hearing; and/or

(iii) upon written advice to the Judiciary Committee, not less than seven (7) days prior to the date of the hearing, to be represented by a legally qualified person.

(f) the Board may invite a legally qualified person to be present at the hearing to render advice or assistance concerning any legal issue raised in the hearing, provided that such person shall not participate in any deliberations or vote of the Judiciary Committee in relation to its findings or its decision.

(g) subject to this Rule, the Judiciary Committee shall conduct the hearing as it sees fit, and in particular shall not be bound by rules of evidence, or unnecessary formality. The defendant must be advised of the hearing procedure determined by the Judiciary Committee at or before the commencement of the proceedings.

(h) the Judiciary Committee shall be entitled to call such evidence as it thinks fit, and all Members and Individual Members shall provide such evidence as they are able. The Judiciary Committee may adjourn the hearing.

(i) if the Judiciary Committee, having taken into account the written and verbal submissions and other evidence of the parties, considers the allegations sustained, the Judiciary Committee may impose such penalty as it considers appropriate in accordance with **Rule 11.6** except that for matters referred under **Rule 11.1(b)** the penalty shall be in accordance with the penalties set out in the Constitution, Rules, By-Laws or Regulations. In all other cases, the proceedings shall be dismissed.

(j) the decision, any penalty, the reasons for the decision and notice of the person's appeal rights shall be given in writing and signed by the Judiciary Committee chairman to the Defendant and Board.

(k) if a decision cannot be given immediately after the proceedings, the relevant party or parties must be advised of the time and place at which the decision will be given.

(l) on exhaustion of all disciplinary procedures available to the Member, whether by lapse of time or otherwise, notice of any penalty, suspension or disqualification imposed shall be given by the General Manager to all Affiliates and SAL, and shall be recognised by all Affiliates, SAL and State Associations affiliated with SAL immediately upon receipt of such notice.

(m) reinstatement of any Member by all Affiliates, SAL and State Associations affiliated with SAL shall be recognised by all immediately upon receipt of notice to this effect.

11.6 Penalties

Penalties which may be imposed include:

(a) a reprimand;

(b) suspension, of such activities, on such terms and for such period as is seen fit;

(c) exclusion from a particular activity, event or events;

(d) expulsion;

(e) fines, imposed in such manner and in such amount as is reasonable in all the circumstances of the matter; or

(f) such combination of any of the above penalties as is seen fit.

11.7 Effect of Penalty

(a) where a Member is suspended under this Rule, membership and representation rights and privileges in the Association shall be forfeited during the period of such suspension.

(b) where a Member is expelled under these Rules membership and representation rights and privileges in the Association shall be forfeited immediately and membership shall cease. **Rule 10** of these Rules and any relevant provisions of the constitution of the Affiliate shall apply.

11.8 Appeal Committee

Subject to these Rules and Object (o) the Appeals Committee will act as final arbiter on all disciplinary matters referred to it.

(a) an appeal lodged with the General Manager, in writing within 14 days of the determination of a Judiciary Committee and specifying the grounds of appeal, by a Member who has received a penalty or is the subject of an adverse finding by a Judiciary Committee shall be referred to the Board for consideration. If the Board in its sole discretion considers the appeal has merit the Board will refer the appeal to an Appeals Committee for consideration and determination. The Board may reject or accept (and thus refer) any appeal under this Rule in its sole discretion.

(b) the decision of the Board in rejecting an appeal by a Member under this **Rule 11.8** shall be final and not subject to further appeal.

(c) where the matter is of a serious enough nature, any appeal from an Individual Member, subject to Board approval in terms of clause 11.8 (a) and (b), who has received a penalty from an adverse finding in disciplinary proceedings conducted by an Affiliate, provided that the Individual Member has first exhausted all avenues of appeal available to it under the rules of the Affiliate.

(d) the appointment of, referral to, and proceedings of an Appeal Committee in convening, hearing and determining an appeal shall be similar to or the same as those in respect of a Judiciary Committee set out in **Rule 11.5** above, with such incidental variations as are appropriate or necessary. Any dispute as to the application of this Rule shall be determined by the Board in its sole discretion.

(e) in the matter of an appeal under **Rule 11.8(a)**, an Appeal Committee may in its sole discretion confirm the penalty or adverse finding of the Judiciary Committee, or may decide not to confirm such penalty but instead impose an alternate penalty available under **Rule 11.6**, or may revoke the penalty or adverse finding of the Judiciary Committee.

(f) the effect of any penalty imposed by an Appeal Committee shall be the same as set down in **Rule 11.7** above. The decision of an Appeal Committee under this **Rule 11.8** shall be final and not subject to further appeal within the Association.

(g) the decision of the Appeals Committee, the reasons for the decision and notice of the person's appeal rights to Softball Australia, in terms of **Softball Australia Rule 11.1 (c)**, shall be given in writing and signed by the Appeals Committee chairman to the Defendant and Board.

11.9 Resolution of Internal Disputes

On application of one or more parties to a dispute between Members, the Board may refer the matter to a Disciplinary Committee to be determined in the same manner or in as nearly as possible the manner in which complaints are heard under **Rule 11.5**, except that the Disciplinary Committee need not require the attendance of witnesses in person, but may determine the complaint on the basis of the documentary evidence available, if considered appropriate. The finding of the Disciplinary Committee in respect of such internal disputes shall be final, except for any further right of appeal available under the Association's rules.

PART IV - GENERAL MEETINGS

12 GENERAL MEETINGS

12.1 Powers of the General Meeting

A General Meeting shall be the policy making body of the Association, which shall act in accordance with the Objects and for the mutual and collective benefit of the Members, Softball and the general community throughout New South Wales. In particular, the General Meetings are to act in the best interests of the Association to:

- (a) determine major strategic directions of the Association;
- (b) determine policies;
- (c) review the Association's performance in achieving its pre-determined aims, objectives and policies; and
- (d) be the final arbiter on matters referred to it by the Board.

12.2 Annual General Meeting

- (a) an Annual General Meeting of the Association shall be held in accordance with the provisions of the Act and these Rules and on such date in the month of September and at a venue and time 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 these Rules.

13 NOTICE OF GENERAL MEETING

13.1 Notice of General Meetings

- (a) notice of every General Meeting shall be given to each Director and Affiliate and those entitled to vote at a General Meeting at the address appearing in the Register kept by the Association. No other person shall be entitled as of right to receive notices of General Meetings, except the auditor(s).
- (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 42 days notice of a General Meeting shall be given, together with:
 - (i) any notice of motion received from any Affiliate, Director or the Board in accordance with these Rules;
 - (ii) applications for election to the Board;
 - (iii) the agenda for the meeting.

13.2 Entitlement to Attend General Meeting

Notwithstanding any other Rule, no Affiliate or Director shall be represented at, or take part in a General Meeting, unless all monies then due and payable by the Affiliate or Member to the Association are paid.

14 BUSINESS

14.1 Business of General Meetings

(a) The business to be transacted at the Annual General Meeting includes;

(i) to confirm the minutes of the last preceding AGM and any Special General Meeting held since that meeting.

(ii) to receive from the Board reports upon the activities of the Association during the last preceding financial year.

(iii) to receive and consider the statement that is required to be submitted to members pursuant to the Act.

(iv) the election of a Patron (if any) who shall be nominated for such position by the Board.

(v) to receive the recommendation of the Life Member nomination committee and vote on the recommendation.

(vi) to elect Board Directors of the Association.

(vii) to appoint the Auditors.

(viii) any other business brought forward in accordance with these rules.

(b) All business that is transacted at a General Meeting, and also all that is transacted at the Annual General Meeting, with the exception of those matters set out in **Rule 14.1(a)** shall be special business. "Special business" is business of which a notice of motion has been submitted in accordance with **Rule 15**.

14.2 Business Transacted

No business other than that stated on the notice for a General Meeting shall be transacted at that General Meeting.

15 NOTICES OF MOTION

All notices of motion for inclusion as special business at a General Meeting (as defined under **Rule 14.1(b)**) must be submitted in writing (in the required form) to the General Manager not less than 56 days (excluding receiving date and meeting date) prior to the General Meeting.

16 SPECIAL GENERAL MEETINGS

16.1 Special General Meetings May be Held

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

16.2 Requisition of Special General Meetings

(a) the Board shall on the requisition in writing of five (5) Affiliates 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 Affiliates making the requisition and be sent to the Association. The requisition may consist of

several documents in a like form, each signed by one (1) or more of the Affiliates making the requisition.

(c) if the Board does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to the Association, the Affiliates 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 Affiliates under these Rules shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

17 PROCEEDINGS AT GENERAL MEETINGS

17.1 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 of the Association shall be twenty (20) Members entitled to vote.

17.2 President to Preside

The President shall, subject to these Rules, preside as Chairman at every General Meeting of the Association. If the President is not present, or is unwilling or unable to preside, the Vice President shall, subject to these Rules, preside as Chairman in his place for that meeting only. If the Vice President is not present, or is unwilling or unable to preside the Members entitled to vote shall choose one of their number who shall, subject to these Rules, preside as Chairman for that meeting only.

17.3 Adjournment of Meeting

(a) if within half an hour from the time appointed for the General Meeting a quorum is not present the meeting shall be adjourned to such other day and at such other time and place as the General Meeting may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting will lapse.

(b) the Chairman may, with the consent of any General Meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(c) when a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(d) except as provided in **Rule 17.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

17.4 Voting Procedure

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

(a) by the Chairman; or

(b) by four (4) Members entitled to vote.

17.5 Recording of Determinations

Unless a poll is demanded under **Rule 17.4**, 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 Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

17.6 Where Poll Demanded

If a poll is duly demanded under **Rule 17.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

17.7 Resolutions not in Meeting

(a) Except:

(i) where prohibited by the Act;

(ii) in the case of an Annual General Meeting; or

(iii) where a Special Resolution is required under these Rules or under the Act; a resolution in writing signed or assented to by facsimile or other form of visible or other electronic communication by all the Members entitled to vote shall be as valid and effectual as if it had been passed at a meeting of Members entitled to vote duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Members entitled to vote.

(b) Without limiting the power of the Association to hold and regulate Special General meetings in accordance with these Rules and otherwise as they see fit, a meeting of Association may be held where one or more of the Members entitled to vote 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 persons entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Association;

(iii) in the event that a failure in communications prevents condition (i) from being satisfied by a quorum then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated; and

(iv) no meeting shall be invalidated merely because no Member entitled to vote is physically present at the place for the meeting specified in the notice of meeting.

18 VOTING AT GENERAL MEETINGS

18.1 Entitlement to Vote

(a) each Full Affiliated Association Delegate shall, subject to these Rules, have two (2) votes at General Meetings.

(b) each Associate Affiliated Association Delegate shall, subject to these Rules, have one (1) vote at General Meetings.

(c) each Subscribing Affiliated Association Delegate shall, subject to these Rules, have **No** vote at General Meetings.

(d) a member is not entitled to vote at any general meeting of the association if the member is under 18 years of age.

No other Member shall be entitled to vote, but shall subject to these Rules have, and be entitled to exercise, those rights set out in **Rule 5.1**.

18.2 President may Exercise Casting Vote

Where voting at General Meetings is equal the Chairman may exercise a casting vote, except where:

(a) any election for which the Chairman is a nominee; or

(b) where a conflict of interest exists.

If voting is equal and the Chairman is unable to exercise a casting vote under this Rule, the status quo remains.

19 PROXIES, POSTAL AND ELECTRONIC VOTING

19.1 Proxy Voting

Proxy voting is permitted at General Meetings under the following conditions;

(a) an Affiliate may appoint another member as proxy by notice, in writing, to the General Manager prior to the time set down for the daily commencement of the meeting in respect of which the proxy is appointed.

(b) any voting member may only hold up to two (2) proxies.

19.2 Postal / Electronic Voting

(a) where voting is required on a matter and a decision cannot be made at a meeting of the Board, a postal / electronic vote may be conducted.

(b) where the matter is the election of a Director as provided for in **Rule 23.3 (b)** the method of determining the ballot shall be as set down in **Rule 22.7**, otherwise it shall be as set down in sub-clauses (d) and (e) of this **Rule 19.2**.

(c) where a postal / electronic vote is to be held the General Manager shall forward to each Affiliate and others, entitled to vote in terms of **Rule 18.1**:

(i) full details of the matter to be resolved;

- (ii) ballot papers;
- (iii) any instructions required for the ballot;
- (iv) the date by which the vote is due.

(d) where the proposal to be resolved involves only two alternatives the decision shall, unless otherwise specified in these Rules, require a majority of the votes cast. Where voting is equal the President shall exercise a casting vote in accordance with **Rule 18.2**.

(e) Where the proposal to be resolved involves more than two alternatives the proposal shall be resolved in favour of the alternative which has the most votes out of the alternatives.

PART V - THE BOARD

20 POWERS OF THE BOARD

Subject to the Act and these Rules the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Board. In particular, the Board as the authority for Softball in New South Wales shall be responsible for acting on all state issues in accordance with the Objects and shall operate for the collective and mutual benefit of the Association, the Members, Softball and the general community throughout New South Wales and shall:

- (a) govern Softball in New South Wales in accordance with the Objects;
- (b) implement major strategic directions determined by the Association;
- (c) implement policies determined by the Association.

21 COMPOSITION OF THE BOARD

21.1 Board Composition

There shall be seven (7) elected Directors each of whom must be an individual Member, must have the necessary qualifications and shall be elected at an Annual General Meeting and otherwise in accordance with these Rules.

21.2 Appointment of Directors

The Directors elected under **Rule 21.1** may invite up to two (2) additional persons, to be Directors for up to two (2) years.

21.3 Portfolios

The Board may determine the interests of the Association are best served by the allocation of portfolios to Directors. The Board shall be entitled to vary the titles and portfolios of each of the Directors in accordance with the needs of the Association from time to time.

22 PRESIDENT AND DIRECTORS

22.1 President as Chairman

The President shall be the nominal head of the Association and will act as Chairman of any Board meeting at which he is present. If the President is not present, or is unwilling or unable to preside, the Vice-President shall, subject to these Rules, preside as Chairman for that meeting only. If the Vice-President is not present, or is unwilling or unable to preside, the remaining Directors shall appoint one of their number to preside as Chairman for that meeting only.

22.2 Term of Appointment

- (a) Each Director elected under **Rule 21.1** shall hold office until the second Annual General Meeting following the date of his election, but is eligible for re-election.
- (b) Each Director appointed under **Rule 21.2** shall hold office for up to 24 months from the date of their appointment.
- (c) Of the elected Directors three (3) Directors shall be elected in each year of odd number. The remaining four (4) Directors shall be elected, in each year of even number.

(d) A Director may not serve more than 4 consecutive terms.

(e) If an Elected Director has served 4 consecutive terms as a Director, that person may not be elected or appointed as a Director again until the second AGM after the end of their fourth term of office.

(f) An Appointed Director may not serve more than 2 consecutive terms as a Director unless that person is elected as a Director in accordance with clause 22.3 in which case that person will remain subject to a maximum of 2 consecutive terms as a Director contained in clause 22.2 (d)

22.3 Applications for election of Directors

(a) applications for an elected Director position shall be called for by the General Manager 84 days prior to the Annual General Meeting.

(b) when calling for applications the General Manager shall also provide details of the necessary qualifications for the office as set out in these Rules and otherwise as determined by the Association from time to time.

22.4 Form of Application

Applications must be:

(a) in writing; either postal or electronic

(b) on the prescribed form (if any) provided for that purpose;

22.5 Receipt of Applications

Applications must be received by the General Manager at least 56 days prior to the Annual General Meeting and shall be sent to the Members entitled to receive notice of General Meetings under **Rule 13.1(a)**.

22.6 Elections

The method of determining the result of a ballot by a General Meeting and/or the Board shall be:

(a) determined by secret ballot on papers prepared by the General Manager.

(b) where there is only one candidate for election (being a person eligible to stand), that candidate shall not necessarily be declared duly elected:

(i) a ballot shall be held with the result determined by a simple majority.

(c) for each election a Returning Officer and a Scrutineer shall be appointed.

(d) the Returning Officer shall:

(i) determine and announce the total number of votes to be cast in a ballot;

(ii) determine and announce the number of votes required for an absolute majority;

(iii) state the name of all the nominees for positions subject to the ballot.

(e) the Scrutineer shall:

(i) distribute ballot papers;

- (ii) collect and count the completed ballot papers to ensure the number is correct;
- (iii) return the ballot papers to the Returning Officer.
- (f) the Returning officer and Scrutineer shall count and record the votes.
- (g) the Returning Officer shall announce the result of the ballot.
- (h) method of determining the result of a ballot by the Association and the Board:

(i) Election of one person:

A) one nominee;

- i) the person shall not necessarily be declared duly elected to the position.
- ii) a ballot shall be held with the result determined by a simple majority.

B) two nominees;

- i) the nominee receiving the greater number of votes shall be declared elected. In the case of a tie, the President shall have a casting vote.

C) more than two nominees;

- i) the nominee who has more votes than the aggregate for the remaining nominees shall be declared elected.
- ii) any nominees without votes, and the nominee with the least number of votes shall be withdrawn from the ballot.
- iii) if two or more nominees are tied with the least number of votes; and
 - (a) if the aggregate number of votes for the tied nominees is less than the number of votes for the remaining nominee or the nominee with the next highest number of votes, the tied nominees shall be withdrawn from the ballot;
or
 - (b) if the aggregate number of votes for the tied nominees equals or exceeds the number of votes for the remaining nominee or the nominee with the next highest number of votes, a ballot shall be taken between the tied nominees, and the nominee with the least number of votes shall be withdrawn from the ballot.
- iv) a ballot is taken between the remaining nominees, and the preceding sub-clauses I, II and III shall apply again, until one person is elected.

(ii) Election of two or three persons:

A) the number of nominees equals the number to be elected;

- i) the persons shall not necessarily be declared duly elected to the positions.
- ii) A ballot shall be held with the result determined by a simple majority.

B) the number of nominees exceeds by one the number to be elected;

i) the nominee receiving the least number of votes shall be withdrawn;

ii) if two or more nominees are tied with the least number of votes, a ballot shall be taken between these tied nominees and the nominee with the least number of votes from this subsequent ballot shall be withdrawn.

C) the number of nominees exceeds by two or more the number to be elected;

i) the nominees without any votes, and the nominees with the least number of votes shall be withdrawn from the ballot;

ii) if two or more nominees are tied with the least number of votes; and

(a) if the aggregate number of votes for the tied nominees is less than the number of votes for the nominee with the next highest number of votes, the tied nominees shall be withdrawn from the ballot unless the number of remaining nominees is less than the number to be elected, when a ballot shall be taken between the tied nominees and the nominee with the least number of votes in this subsequent ballot shall be withdrawn from the ballot; or

(b) if the aggregate number of votes for the tied nominees equals or exceeds the number of votes for the nominee with next highest number of votes, a ballot shall be taken between the tied nominees and the nominee with the least number of votes in this subsequent ballot shall be withdrawn from the ballot.

iii) a ballot is taken between the remaining nominees, and the preceding sub-clauses I and II shall apply again, until the number of remaining nominees equals the number to be elected.

(iii) Candidates not elected;

A) in the case that any of the ballots required under 22.7 result in a position not being filled, then that position shall be declared to be vacant and shall be filled using the procedures in Rule 23.3 for filling a casual vacancy.

(iv) Election of President and Vice President;

(a) At the first meeting of the Board, immediately after the AGM, the Directors will elect from amongst their number a President and Vice-President and may determine the period for which the person elected is to hold that office, which will not exceed 2 years.

(b) A person may hold the office of President or Vice-President only for as long as they are a Director.

(c) A Director appointed as President or Vice-President may be removed from that office by the Directors at their absolute discretion.

(d) Any election or decision of the Directors pursuant to this clause will not be effective unless two thirds or more of the Directors present in person or by proxy vote in favour of such decision.

(v) Remuneration of Directors;

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

(a) paid by SNSW for services rendered to it; and

(b) reimbursed by SNSW for their reasonable travelling, accommodation and other expenses when:

- (i) travelling to or from meetings of the Directors, a Committee or SNSW ; or
- (ii) otherwise engaged on the affairs of SNSW .

23 VACANCIES OF DIRECTORS

23.1 Vacancy of Directors

In addition to the circumstances (if any) 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 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 office in writing to the Association;

(e) is absent without the consent of the Board from two (2) meetings of the Board ;

(f) without the prior consent or later ratification of the Members in General Meeting holds any office of profit under the Association;

(g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;

(h) is removed from office in accordance with these Rules; or

(i) would otherwise be prohibited from being a director of a corporation under the *Corporations Law*.

23.2 Removal of a Director

If a notice of motion is put forward in accordance with these Rules, and in the opinion of the Board, the notice of motion is not vexatious, trifling or frivolous, that a Director:

(a) has acted in a manner unbecoming or prejudicial to the objects and interests of the Association and/or Softball;

(b) has brought the Association, or Softball into disrepute; or

(c) is otherwise unsuitable or unable to carry on his office; and should be removed from office, the Board shall:

(i) cause the General Manager to call a General Meeting at such time and place as is determined appropriate;

(ii) give at least 14 days notice to the relevant Director of the meeting, together with a copy of the notice of motion, and inviting the Director to appear at the meeting and/or make

submissions no less than seven (7) days prior to the meeting; and at the General Meeting called for this purpose, the Association shall:

(iii) give the Director an opportunity to be heard, and/or ensure there is sufficient time devoted to reviewing any submissions made by the Director; and

(iv) vote on the proposed removal, having first taken into account the submissions and representations of the Director. The Director shall be entitled to remain in office if such a resolution fails. The Association's decision shall be final.

23.3 Casual Vacancies

(a) in the event of a vacancy on the Board, the Board may determine to fill the causal vacancy for

(b) the balance of the term of that position, or

(c) if under 3 months, continue to the Annual General Meeting with one less member .

23.4 Remaining Directors May Act

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

23.5 Dishonest use of information

A committee member or former committee member of an association who uses information obtained as a committee member dishonestly with the intention directly or indirectly of:

(a) gaining an advantage for himself or herself or for any other person, or

(b) causing detriment to the association,

is guilty of an offence.

24 MEETINGS OF THE BOARD

24.1 Board to Meet

(a) the Board shall meet as often as is deemed necessary, but not less than six (6) times in every calendar year, for the dispatch of business and may adjourn and, subject to these Rules otherwise regulate, its meetings.

(b) the General Manager shall, on the requisition of the President or three (3) Directors, convene a meeting of the Board within a reasonable time.

24.2 Decisions of Board

Subject to these Rules, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors present and entitled to vote shall for all purposes be deemed a determination of the Board. Subject to these Rules all Directors shall have one (1) vote on any question. The Chairman shall also have a casting vote where voting is equal.

24.3 Resolutions not in Meeting

(a) a resolution in writing, signed or assented to by facsimile or other form of visible or other electronic communication by all the Directors 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 their meetings as they think fit, a meeting of 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;
- (iii) in the event of a failure in communications prevents condition (i) from being satisfied by a quorum of Directors then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated; and
- (iv) no meeting shall be invalidated merely because no Director is physically present at the place for the meeting specified in the notice of meeting.

24.4 Quorum

At meetings of the Board the number of Directors whose presence (or participation under **Rule 24.3**) is required to constitute a quorum is four (4)-

24.5 Use of technology at committee meetings

(a) a committee meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the committee's members a reasonable opportunity to participate.

(b) a committee member who participates in a committee meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

24.6 Notice of Board Meetings

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than 14 days' written notice of the meeting of the Board shall be given to each Directors. The agenda and reports shall be forwarded to each Director not less than seven (7) days prior to such meeting.

24.7 Validity of Board Decisions

A procedural defect in decisions taken by the Board shall not result in such decision being invalidated.

25 URGENT DECISIONS

(a) Subject to the Act and these Rules, the President, and the Vice President acting together have the power to make urgent decisions to ensure the proper management and administration of the business and affairs of the Association and shall report such decisions to the Board at the next Board meeting.

26 CONFLICTS

26.1 Conflict of Interest

A Director who is in any way, whether directly or indirectly interested in any:

- (a) contract or proposed contract with the Association;
- (b) selection or appointment of Association staff or other representative;
- (c) disciplinary matter; or
- (d) other financial matter;

shall, as soon as practicable after the relevant facts have come to the Director's knowledge;

- (a) declare the nature and extent of the interest at a Board meeting,
- (b) absent himself from discussions on the matter and
- (c) shall not be entitled to vote in respect of the matter.

in the event of any uncertainty as to whether it is necessary for a Director to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

26.2 No Conflict of Interest

For the purposes of this Rule, no conflict arises for a Director in the event of discussions on the issue of fees, subscriptions or similar matters.

27 GENERAL MANAGER

27.1 Appointment of General Manager

The General Manager shall be appointed by the Board for such term and on such conditions as it thinks fit.

27.2 General Manager to Act as Secretary

The General Manager shall act as and carry out the duties of Secretary and unless prohibited by law, public officer of the Association and shall administer and manage the Association in accordance with these Rules.

27.3 Specific Duties

The General Manager shall:

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

27.4 Broad Power to Manage

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

27.5 General Manager may Employ

The General Manager, in consultation with the Board, may employ such office personnel as are deemed necessary from time to time and such appointments shall be for such period and on such conditions as the General Manager and the Board determine.

PART VI - MISCELLANEOUS

28 DELEGATIONS

28.1 Board may Delegate Functions

The Board may by instrument in writing create or establish or appoint from among its own members, the Members, or otherwise, committees, individual officers or consultants to carry out such duties and functions, and with such powers, as the Board determines.

28.2 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 General Manager by the Act or any other law, or these Rules or by resolution of the Association in General Meeting.

28.3 Delegated Function Exercised in Accordance With Terms

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

28.4 Procedure of Delegated Entity

The procedures for any delegated entity shall, with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **Rule 24**. The quorum shall be determined by the Committee, but shall be no less than one half of the total number of Committee Members.

28.5 Delegation may be Conditional

A delegation under this Rule 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.

28.6 Delegated Entity to Report

In addition to any other term or condition of a delegation a delegated entity appointed under this Rule shall report to the Board on the delegated entity's operation(s) as often and in such manner as the board may require.

28.7 Revocation of Delegation

The Board may by instrument in writing, revoke wholly or in part any delegation made under this Rule, and may amend, repeal or veto any decision made by such body or person under this Rule only where such decision is clearly contrary to these rules, the Regulations, the Act, the Objects or the Committee's delegation.

29 REGULATIONS

29.1 Board to Formulate Regulations

The Board may formulate, approve, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the Objects and Softball as it thinks necessary or desirable. Such Regulations must be consistent with the Statement of Purposes and Rules of Association and any policy directives of the Association.

29.2 Regulations Binding

All Regulations made under this Rule shall be binding on the Association and Members.

29.3 Notices Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Affiliates by means of Notices approved by the Board and prepared and issued by the General Manager. Affiliates shall be obliged to draw such Notices to the attention of their respective Members. Notices are binding upon all Members.

30. RECORDS AND ACCOUNTS

30.1 General Manager to Keep Records

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

(a) the funds of the Association shall be derived from annual Membership fees, other fees and donations, levies and, subject to any resolution passed by the Association Special General Meeting or Annual General Meeting, such other sources as the Board determines.

(b) the main banking accounts of the Association shall be kept at a financial institution approved by the Board and signatories operating on the accounts shall be any two of the President, Finance Director, General Manager or other such persons as the Board deems necessary.

30.2 Records Kept in Accordance with Act

Proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. The books of account shall be kept in the care and control of the General Manager.

30.3 Association to Retain Records

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

30.4 Board to Submit Accounts

The Board shall submit to the Annual General Meeting the Accounts of the Association in accordance with these Rules and the Act.

30.5 Accounts Conclusive

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

30.6 Accounts to be sent to Members

The General Manager shall cause to be sent to all persons entitled to receive notice of Annual General Meetings of the Association in accordance with these Rules, a copy of the Accounts, the Board's report, the auditor's report and every other document required under the Act (if any).

30.7 Inspection of Records

Subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with these Rules.

Any authorised Affiliate Member may inspect the books of account and minutes of the Association to the extent permitted by law at any reasonable time.

(i) The following documents must be open to inspection, free of charge, by a member of the association at any reasonable hour:

- (a) records, books and other financial documents of the association,
- (b) this constitution,
- (c) minutes of all board meetings and general meetings of the association.

(ii) An Affiliate member of the association may obtain a copy of any of the documents referred to in subclause (i) on payment of a fee of not more than \$1 for each page copied.

(iii) Despite subclauses (i) and (ii), the board may refuse to permit a member of the association to inspect or obtain a copy of records of the association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the association.

30.8 Negotiable Instruments

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

30.9 Where name must appear

An association must not issue any letter, statement, invoice, notice, publication, order for goods or services or receipt in connection with its activities unless the association's name appears in legible characters on the document.

31 AUDITOR

(a) A properly qualified auditor or auditors shall be appointed and the remuneration of such auditor or auditors fixed. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with generally accepted principles, or any applicable code of conduct.

(b) The accounts of the Association including the profit and loss accounts and balance sheet shall be examined by the auditor or auditors at least once in every financial year.

32 NOTICE

32.1 Manner of Notice

(a) notices may be given by the General Manager to any Member 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.

(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) business 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 upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.

32.2 Notice of General Meeting

Notice of every General Meeting shall be given in the manner authorised and to the persons entitled to receive notice under these Rules.

32.3 Notice to Individual Members and Affiliates

Notice to Individual Members or Affiliates (where appropriate) shall be deemed given by notice being given in accordance with these Rules to the Affiliate of that Individual Member or Affiliate.

33 PATRON

The Association at its Annual General Meeting may appoint annually on the recommendation of the Board a Patron.

34 ALTERATION OF STATEMENT OF PURPOSES AND RULES

(a) These Rules (including the Statement of Purposes) shall not be altered except by Special Resolution

(b) In addition, there shall be no alteration or amendment to **Rules 38** or **39** without the consent of the relevant Minister or other authority under the Act.

35 INDEMNITY

The Association shall indemnify its Directors, Auditor, General Manager, employees or agent against all damages and costs (including legal costs) for which any such Director, Auditor, General Manager, employees or agent may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

(a) in the case of a Director performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and

(b) in the case of a General Manager or employees, performed or made in the course of, and within the scope of his employment by the Association.

36 DISSOLUTION

(a) Subject to **Rule 38(b)** the Association may be wound up in accordance with the provisions of the Act.

(b) The provisions of **clauses 6 and 7** of the Statement of Purposes relating to the winding up and dissolution of the Association shall take effect and be observed as if the same were repeated in these Rules

37 AUTHORITY TO TRADE

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

38 COLOURS

The colours of the Association will be pale blue (PMS #277), junior navy blue (PMS #288) and white.

39 ASSOCIATION REPRESENTATIVES

All official representatives of the Association shall be determined by the Board.