

ASSOCIATION INCORPORATION ACT 1985 (SA)

Norwood Basketball Club Inc Constitution

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ASSOCIATIONS INCORPORATION ACT 1985 (SA)

CONSTITUTION of **NORWOOD FLAMES BASKETBALL CLUB INCORPORATED**

1. THE CLUB

1.1 The Club

- (a) The name of Club is NORWOOD BASKETBALL CLUB INCORPORATED.
- (b) The colours of the Club are red and blue.
- (c) The location of the Club is 531 Lower North East Road, Campbelltown South Australia.

1.2 Affiliation

- (a) The Club is a member of BSA and is recognised by BSA as the entity responsible for the delivery of the Sport in the local area. Subject to compliance with this Constitution and the constitutions of BSA and BA, the Club shall continue to be so recognised and it shall administer the Sport in the local area in accordance with the Objects.
- (b) The Club's competitions will be conducted subject to and in accordance with Basketball Australia Regulations and other governing body By-Laws in force from time to time.
- (c) No person will be allowed to participate in any competition conducted by the Club as a player unless that person has first been registered in accordance with the competition rules

1.3 Constitution

- (a) The Club will take all reasonable steps to ensure this Constitution conforms to the constitution of BA and BSA, subject always to the Act; and
- (b) The Club shall provide a copy of this Constitution and all amendments to this Constitution to BSA. The Club acknowledges and agrees that the BSA has power to veto any provision in its Constitution which, in the opinion of BSA and acting reasonably, is contrary to the Objects of the BSA.

1.4 Amendments and Disaffiliation

- (a) This Constitution shall not be amended except by Special Resolution of Members at a Meeting.
- (b) Neither the colours of the Club nor the location of the Club may be varied except by Special Resolution of Members at a Meeting.
- (c) The Board may not cause the Club to disaffiliate from BSA or BA or the Sport in any way unless decided by Special Resolution of the Members at a Meeting.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution, unless the contrary intention appears:

ACBA means Adelaide Community Basketball Association.

ACBA Competition means basketball competitions administered by ACBA.

ACBA Director means a director elected pursuant to 11.2(b).

ACBA Members means a member as defined in clause 5.3.

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

Annual General Meeting means a meeting held once a year and of the kind described in clause 10.5.

Appointed Director means a Director appointed under clause 11.6.

BA means Basketball Australia.

Board means the body consisting of the Directors, who are effectively the management committee and who are entrusted to manage the affairs of the Club.

BSA means Basketball SA

Club means NORWOOD BASKETBALL CLUB INCORPORATED.

Constitution means this constitution of the Club.

Director means a member of the Board and includes elected Directors and Appointed Directors and any person acting in that capacity from time to time appointed in accordance with this Constitution.

General Director means a director elected pursuant to clause 11.2(a).

Executive Officer means the Executive Officer of the Club for the time being appointed under this Constitution. Where the Club does not have an Executive Officer, the Club secretary or public officer will, subject to confirmation by the Board, assume the functions of the Executive Officer under this Constitution.

Financial year means the year ending on the next 31 December following incorporation and thereafter a period of 12 months commencing on 1 January and ending on 31 December each year.

General Meeting means any general meeting of Members other than the Annual General Meeting or Special General Meeting.

Individual Member means a member as defined in clause 5.2.

Intellectual Property means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment (including computer software), images (including photographs, videos or films) or service marks relating to the Club or any activity of or conducted, promoted or administered by the Club in the region.

Local Area means the geographical area for which the Club is responsible as set by BSA and as accepted by the Club.

Life Member means a member as defined in clause 5.4.

Meeting means either an Annual General Meeting, Special General Meeting or General Meeting

Member means an Individual, Club or Life Member of the Club.

Membership Director means a director elected pursuant to clause 11.2(c).

Objects means the objects of the Club in clause 3.

Regulations means any regulations made by the Board under 13.4 .

Seal means the common seal of the Club.

Special General Meeting means a meeting (other than a General Meeting or Annual General Meeting) to discuss extraordinary issues.

Special Resolution means a special resolution defined in the Act.

Sport means the sport of basketball.

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 other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (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; and
- (i) any doubt arising as to the application or meaning of any clause or wording therein shall be decided by a resolution of the Board, which decision shall be final and conclusive.

2.3 Severance

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

2.4 The Act

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

3. OBJECTS OF THE CLUB

The objects of the Club are, within the Local Area and South Australia generally (where applicable), to:

- (a) conduct, encourage, promote, advance and administer the Sport;
- (b) act, at all times, on behalf of and in the interest of the Members and the Sport;
- (c) affiliate and otherwise liaise with BSA (and BA where applicable) and comply with the constitutions, regulations and rules of these bodies to further these Objects;
- (d) adopt and implement such policies as may be developed by BSA or BA including (as relevant and applicable) Member protection, anti-doping, health and safety, player and child welfare, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in the Sport;
- (e) abide by, promulgate, enforce and secure uniformity in the application of the rules of the Sport;
- (f) advance the operations and activities of the Club;
- (g) maintain and enhance the reputation of the Club and the Sport and the standards of play and behaviour of participants in the Sport;
- (h) promote at all times mutual trust and confidence between the Club, BSA and BA and the Members in pursuit of these Objects;
- (i) promote the economic and community service success, strength and stability of the Club, the Members and the Sport;
- (j) use and protect the Intellectual Property appropriately;
- (k) pursue such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the interests of the Club;
- (l) have regard to the public interest in the operations of the Club;
- (m) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects;
- (n) 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; and
- (o) promote the health and safety of Members and all other participants in the Sport.

4. POWERS OF THE CLUB

Solely for furthering the Objects, the Club has all rights, powers and privileges conferred on it under of the Act, including to:

- (a) acquire, hold, deal with, and dispose of, any real or personal property;
- (b) administer any property on trust;
- (c) open and operate ADI accounts;
- (d) invest its moneys —
 - (i) in any security in which trust moneys may, by Act of Parliament, be invested; or
 - (ii) in any other manner authorised by the rules of the Club;
- (e) borrow money upon such terms and conditions as the Club thinks fit;
- (f) give such security for the discharge of liabilities incurred by the Club as the Club thinks fit;
- (g) appoint agents to transact any business of the Club on its behalf; and
- (h) enter into any other contract it considers necessary or desirable.

5. MEMBERSHIP

5.1 Categories of Members

The Members of the Club shall consist of:

- (a) **Individual Members**, who subject to this Constitution, shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings;
- (b) **ACBA Members**, who subject to this Constitution, shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings;
- (c) **Life Members**, who subject to this constitution, shall have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings; and
- (d) such new categories of Members as may be created by the Board. Any new category of Member created by the Board cannot be granted voting rights without a resolution of the Members of the Club in a Meeting.

5.2 Individual Members

- (a) Individual Members are those members who:
 - (i) are 18 years or over of age;
 - (ii) participate in competitions and/or activities organised by the Club (whether as a player, parent or family member of a player, coach, assistant and including ACBA Competitions, or any other role or function recognised by the Club);
 - (iii) have been approved for membership by the Board; and
 - (iv) have paid all fees due to the Club.
- (b) Individual Members:
 - (i) have the right to receive notice of Meetings and to be present, to debate and to vote at Meetings; and

- (ii) shall have one vote at any Meeting of the Club.
- (c) Juniors are those persons who:
 - (i) are under 18 years of age; and
 - (ii) participate in junior competitions organised by the Club.
- (d) Juniors may be represented by their parent or legal guardian, who are eligible to be an Individual Member and shall have the rights and obligations of such a member.

5.3 ACBA Members

- (a) ACBA Members are those entities that:
 - (i) have a minimum of 5 teams participating in ACBA Competitions;
 - (ii) have been approved for membership by the Board; and
 - (iii) have paid all fees due to the Club.
- (b) Each ACBA Member (through any elected official of that ACBA Member):
 - (i) has the right to receive notice of Meetings and to be present, to debate and to vote at Meetings; and
 - (ii) shall at any Meeting have one vote (regardless of the number of members of that ACBA Member or teams participating in competitions organised by the Club).
- (c) As a condition of membership, an ACBA Member must:
 - (i) itself be an incorporated association or a body corporate;
 - (ii) provide a copy of its constitution to the Club prior to being granted membership;
 - (iii) provide the Club with any amended, updated, or replacement constitution within seven days of that amendment, update, or replacement; and
 - (iv) keep and maintain a register of members, which is to be available for inspection free of charge by the Club upon reasonable request.

5.4 Life Members

- (a) Life membership is the highest honour that can be bestowed by the Club for longstanding and valued service to the Club or to the Sport in South Australia.
- (b) Any Member may recommend a person for Life Membership by notice in writing to the Board in accordance with the Regulations (if any).
- (c) Following receipt of a recommendation that a person be appointed a Life Member, the Board must include notice of a resolution to so appoint that person as a Life Member in the notice of the next Annual General Meeting immediately following the receipt of the recommendation.
- (d) A person may be appointed a Life Member only by Special Resolution put to an Annual General Meeting by the Board.
- (e) A Life Member shall remain a Member of the Club until such time as that Member's membership is terminated in accordance with this Constitution.

- (f) A Life Member has the right to receive notice of Meetings and to be present, to debate and to vote at Meetings.
- (g) A Life Member cannot be required to pay fees, levies or subscriptions to the Club (other than fees that are required to be paid by a participant in the Sport in his or her capacity as a participant in the Sport).

5.5 Application for Membership

- (a) An applicant candidate for membership (whether as an Individual Member or an ACBA Member) must apply to the Board in writing.
- (b) The application must:
 - (i) be in a form approved by the Board;
 - (ii) contain full particulars of the name and address and contact details of the applicant; and
 - (iii) contain any other information prescribed by Regulation for an application for membership in that category.

5.6 Subscriptions and Fees

- (a) Applications for membership are to be accompanied by payment of the annual membership subscription set by the Board for the relevant category of membership.
- (b) The Board may:
 - (i) fix annual membership subscriptions;
 - (ii) fix such other fees or levies as the Board considers prudent for the effective and sustainable management of the affairs of the Club; and
 - (iii) determine the time for and manner of payment of the subscriptions, fees and levies by Members to the Club.
- (c) The Board may fix subscriptions, fees or levies at different rates for different categories of membership and may determine that no subscriptions are payable by one or more of the categories for any year.
- (d) The Board may also authorise payment of subscriptions, fees or levies by instalments for some or all of the categories of membership and it may prescribe different terms of instalments for different categories of membership.
- (e) On admission to membership, a new Member must pay the current full year's subscription unless the Board agrees to accept payment in instalments.
- (f) The Board may waive all or part of a Member's subscriptions, fees or levies and may agree terms of payment for a Member different from those applicable to other Members of the same category if the Board is satisfied that there are special reasons to do so.

5.7 Discretion to Accept or Reject Application

- (a) The Club may accept or reject an application for membership whether or not the applicant has otherwise complied with the requirements for membership. The Club shall not be required or compelled to provide a reason for accepting or rejecting the application.
- (b) Where the Club accepts an application, the applicant shall become a Member in the relevant category. Membership shall be deemed to commence upon acceptance of

the application by the Club and receipt of payment of any initial fee required for that level of membership. The Secretary shall amend the register accordingly as soon as practicable.

- (c) Where the Club rejects an application, any fees forwarded with the application will be refunded.

5.8 Patrons and Vice Patrons

At a General Meeting, the Club, on the recommendation of the Board, may annually appoint a chief patron and the number of patrons, as it considers necessary. This is subject to approval of that person or persons.

6. MEMBERSHIP TERM AND RENEWAL

6.1 Renewal of Membership

Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Board from time to time, including payment of any applicable annual fee.

6.2 Resignation of Membership

A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club, subject to the clauses below.

6.3 End of Term of Membership

Membership of the Club ends upon the earlier of:

- (a) one month following the Member providing a notice of resignation;
- (b) upon termination of the membership by the Club in accordance with this Constitution; or
- (c) automatically upon any sum due by the Member to the Club in relation to membership (whether a membership fee, subscription, levy or otherwise) being unpaid for a period of six months.

6.4 Club to Keep Register

Subject to the Act, confidentiality considerations and privacy laws:

- (a) the Club must keep and maintain a register of Members, which shall contain, at least:
 - (i) for Individual Members, the full name, address, contact details including telephone and email, and date of entry to membership;
 - (ii) for ACBA Members, the full name, address, contact details including telephone and email, of the ACBA Member, and date of entry to membership;
 - (iii) for Life Members, the full name, address, contact details including telephone and email, and date of entry to life membership; and
 - (iv) for all Members, where applicable the date of termination of membership.
- (b) the Register may contain such other information as the Board considers appropriate;

- (c) all Members must provide the Club with the details required by the Club to keep the register complete and up to date; and
- (d) Members shall provide notice of any change and required details to the Club within twenty-eight (28) days of such change.

6.5 Inspection of Register

Subject to the Act, confidentiality considerations and privacy laws, an extract of the register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members (or in the case of a ACBA Members, an elected official of the ACBA Member) who make a reasonable request for a proper purpose.

6.6 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.

7. MEMBERS' OBLIGATIONS

7.1 Effect of Membership

Members acknowledge and agree that:

- (a) this Constitution including any Regulations set under or pursuant to this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations and policies of the Club (as well as the constitutions, regulations and policies of BSA and BA, where applicable);
- (b) they shall comply with and observe this Constitution and the Regulations and policies of the Club and also any determination, resolution or decision, which may be made or passed by the Board or other entity with delegated authority on behalf of the Club;
- (c) by submitting to this Constitution and the Regulations and policies of the Club, they are subject to the jurisdiction of the Club, and of BSA and BA (where applicable); and
- (d) the Constitution and the Regulations and policies of the Club are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport in the Region and South Australia.

7.2 Obligations of Members

Each Member must:

- (a) treat all staff, contractors and representatives of the Club, BSA, BA and all those involved with the Sport with respect, decency and courtesy at all times;
- (b) use best endeavours to maintain and enhance the standards, quality and reputation of the Club, BSA, BA and the Sport;
- (c) not act in a manner:
 - (i) unbecoming of a Member or prejudicial to the Objects or the interests or reputation of the Club, BSA, BA or the Sport; or
 - (ii) that is likely to bring the Club, BSA, BA or the Sport into disrepute or which might adversely affect or derogate from the standards, quality and

reputation of the Club, BSA, BA or the Sport and its maintenance and development;

- (d) recognise the Club as the authority for the Sport in the Local Area and BA as the authority for the Sport in South Australia and BSA as the authority for the Sport nationally;
- (e) adopt and/or implement such policies as may be developed by the Club; and
- (f) have regard to the Objects in any way pertaining to the Sport.

7.3 Each ACBA Member must ensure that all members of the ACBA Member adhere to the Members' obligations set out herein.

8. TERMINATION OF MEMBERSHIP

8.1 Immediate Termination of Membership for Breach

The Board may terminate the membership of any Member (including an ACBA Member) immediately without notice if the Member:

- (a) engages in serious misconduct; or
- (b) engages in conduct that causes serious and imminent risks to the health and safety of any other person.

8.2 Suspension and Termination of Membership

If the Board is of the reasonable opinion that a Member is or may be in breach of this Constitution, any Regulations set under this Constitution, or has otherwise engaged in conduct that is unbecoming of a Member or prejudicial to the interests of the Club, the Board may by resolution ("Suspension Resolution") suspend that member from membership of the Club for a specified period of no more than twenty-eight (28) days.

- (a) Following the passing of a Suspension Resolution the Board must hold a meeting ("Termination Meeting") to:
 - (i) consider the grounds of the suspension, including any evidence that relates to the alleged conduct; and
 - (ii) pass a resolution regarding the Member's ongoing Membership, in accordance with clause 8.2 (f) herein.
- (b) The Termination Meeting must be held not earlier than fourteen (14) days and not later than twenty-eight (28) days following the resolution.
- (c) The Member may (but is not obliged to) attend and address the Board at the Termination Meeting either personally or with a representative.
- (d) At or before the Termination Meeting the Member may (but is not obliged to):
 - (i) provide any further evidence; and / or
 - (ii) give to the Board a written statement addressing the grounds of the suspension.
- (e) The Board must, as soon as practicable after the Suspension Resolution, provide the Member a written notice:
 - (i) setting out the resolution of the Board to suspend the Member;

- (ii) the grounds on which the suspension is based and any evidence in support of the Board's resolution;
- (iii) stating that a meeting will be held to consider the grounds of the suspension, including any evidence that relates to the alleged conduct, and to pass a resolution regarding the Members ongoing Membership;
- (iv) stating the date, place and time of that meeting; and
- (v) informing the member that the Member may (but is not obliged to):
 - (A) attend and address the Board either personally or with a representative
 - (B) at or before the meeting:
 - 1. provide any further evidence;
 - 2. give a written statement addressing the grounds of the suspension.
- (f) At the Termination Meeting, the Board may by resolution:
 - (i) expel the Member from the Club either permanently or for a period of time;
 - (ii) adjourn the Termination Meeting for a further period of twenty-eight (28) days to allow further investigation and presentation of evidence (including by the Member); or
 - (iii) reinstate the Member to Membership of the Club.
- (g) For the purposes of these herein clauses 8.1 and 8.2:
 - (i) an act or omission of a member of an ACBA Member may be attributable to the ACBA Member as a whole;
 - (ii) an elected official of the ACBA Member may attend and address the Board at the Termination Meeting and/or provide further evidence and/or give a written statement at or before the Termination Meeting, in accordance with this clause 8.2 herein; and
 - (iii) any action taken by an ACBA Member in respect of its own member(s) who may be in breach of this Constitution, any Regulations set under this Constitution, or who have otherwise engaged in conduct that would be unbecoming of a Member or prejudicial to the interests of the Club is relevant to those actions to be taken by the Board at the Termination Meeting in respect of the ACBA Member.

8.3 Appeal

- (a) In the event that the Board passes a resolution to terminate the membership of a Member, the Member may, not later than forty-eight (48) hours after the Termination Meeting, give any Director of the Club written notice to the effect that the Member wishes to appeal the resolution made by the Board at that meeting, to the Club in a General Meeting.
- (b) If a Director receives written notice in accordance with the previous clause, the Board must convene a Special Meeting of the Club to be held within twenty-one (21) days after the date on which the Director received the notice.
- (c) The burden of proof in regards a Member providing written notice of appeal lies with that Member.

- (d) At a Special Meeting of the Club convened under this clause:
 - (i) no business other than the question of the appeal may be conducted; and
 - (ii) the Board may place before the meeting details of the grounds for the resolution and the reasons for the passing of the resolution; and
 - (iii) the Member or their representative must be given an opportunity to be heard, and to present evidence; and
 - (iv) the Members present must vote by secret ballot on the question whether the resolution should be confirmed or revoked.
- (e) A Special Resolution of the Members is required to overturn the resolution of the Board.

8.4 Delegation

The Board may itself deal with any disciplinary matter referred to it or appoint a judiciary committee or tribunal to do so.

8.5 Natural Justice and Procedural Fairness

All proceedings relating to matters falling under this clause 8 must be conducted according to the rules of natural justice in accordance with the Act and procedural fairness generally.

8.6 Member to Re-Apply for Membership

A Member whose membership has been discontinued for any reason:

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

8.7 Forfeiture of Rights

- (a) A Member who or which ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property.
- (b) Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

8.8 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member will not be refunded on to the Member upon termination of the Membership for any reason (including resignation).

9. DISPUTE RESOLUTION

- (a) Except in circumstances where a party seeks urgent interlocutory relief, Members agree that the dispute resolution procedure set out in this clause applies to any dispute relating in any way to the Club (other than a disciplinary proceeding, including as to process) and must be followed before seeking any intervention of any court, between a Member and:
 - (i) another Member; or
 - (ii) the Club.

- (b) In this clause 'Member' includes any person or entity that was a Member at the time that the dispute occurred and who is involved in the dispute.
- (c) 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.
- (d) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then either party must, within ten (10) days after the time scheduled for the meeting, refer the dispute to the State Sport Dispute Centre to resolve the dispute in accordance with the State Sport Dispute Centre's policies and procedures. All decisions made by the State Sport Dispute Centre (whether on matters of substance, procedure, costs or otherwise) shall be final and binding on the parties to the dispute.
- (e) In the event that the parties are prevented from referring the dispute to the State Sport Dispute Centre, the parties will refer the dispute to BSA to resolve the dispute in accordance with BSA's policies and procedures. All decisions made by BSA (whether on matters of substance, procedure, costs or otherwise) shall be final and binding on the parties to the dispute.
- (f) Any disputes between Members and other Clubs or BSA or BA are to be dealt with by BSA or BA, where applicable.

10. MEETINGS

10.1 Types

The Meetings that can be convened where Members have the opportunity to express opinions and vote on various matters are:

- (a) General Meetings - which may be held on a regular basis;
- (b) Annual General Meeting - which must be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board; and
- (c) Special General Meeting – which are special meetings that are convened to discuss extraordinary issues.

10.2 Attendance

Unless this Constitution expressly provides otherwise, all Members (including the Board) and the auditor are entitled to attend Meetings but only Members with voting rights are entitled to vote at Meetings.

10.3 Notice

- (a) At least twenty-one (21) days' notice of a Meeting must be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the Meeting; and
 - (ii) any notice of motion received from Members entitled to vote.
- (b) A notice of a Meeting must specify the place, day and hour of the Meeting and state the nature and order of the business to be transacted at the Meeting.

10.4 Chairperson to Preside

- (a) The chairperson of the Board will, subject to this Constitution, preside as chairperson at every Meeting except:
 - (i) in relation to any election for which the chairperson of the Board is a nominee; or
 - (ii) where the chairperson of the Board has a conflict of interest.
- (b) If the chairperson of the Board is not present or is unwilling or unable to preside, the Members present must appoint another Director to preside as chair for that Meeting only.

10.5 Business - Annual General Meeting

- (a) The only business to be discussed at the Annual General Meeting shall be:
 - (i) to confirm the minutes from the previous Meeting;
 - (ii) the consideration and approval of financial and other accounts and the reports of the Board (and those of any auditors) upon the affairs of the Club since the last Annual General Meeting;
 - (iii) the election of Directors and auditors and any amendments to this Constitution;
 - (iv) to elect any Life Member who has been recommended by the Board in the period since the previous Annual General Meeting; and
 - (v) To conduct any other business regarding the Club of which notice has been given.
- (b) No business other than that stated on the notice for an Annual General Meeting may be discussed at that meeting.

10.6 Special General Meetings

- (a) The Board may, whenever it thinks fit and must, if required by the terms of this Constitution, convene a Special General Meeting of the Club.

10.7 Requisition of Special General Meetings by Members

- (a) On the requisition in writing of 10% of the total number of Members, the Board must, within twenty-eight (28) days after the receipt of the requisition convene a Special General Meeting for the purpose specified in the requisition.
- (b) Every requisition for a Special General Meeting must be signed by the requisitioning Members, state the resolution(s) to be considered at the meeting and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
- (c) If the Board does not cause a Special General Meeting to be held within twenty-eight (28) days after the receipt of the requisition, the Members making the requisition may convene a Special General Meeting to be held not later than three (3) months after the receipt of the requisition.
- (d) A Special General Meeting convened by the Members under this Constitution must be convened in the same manner, or as nearly as practical to the same manner, as a meeting convened by the Board and for this purpose the Board must ensure that the Members making the requisition are supplied free of charge with particulars of

the Members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the Club.

10.8 The only business to be discussed at a Special General Meeting shall be to conduct business of which notice has been given.

10.9 Business – General Meeting

- (a) The business to be discussed at a General Meeting shall be:
 - (i) to confirm the minutes from the previous Meeting;
 - (ii) to conduct business regarding the Club set out in the agenda; and
 - (iii) conduct any other business regarding the Club of which notice has been given.
- (b) Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting or Annual General Meeting. All notices of motion must be submitted in writing to the Board not less than fourteen (14) days prior to the Meeting.
- (c) Other business can be tabled without notice at a General Meeting subject to permission from the Chairperson.

10.10 Quorum

- (a) No business may be discussed or transacted at any Meeting unless a quorum of members entitled to vote is present.
- (b) 15 members personally present and holding not less than 20% of voting rights constitute a quorum for the transaction of the business of a meeting.

10.11 Adjournment

- (a) If within 15 minutes from the time appointed for the Meeting, a quorum is not present, the Meeting must be adjourned until the same day in the next week at the same time and place or to such other day, time and place as the chairperson determines.
- (b) If at the adjourned Meeting a quorum is not present within 15 minutes from the time appointed for the adjourned Meeting:
 - (i) if the Meeting was convened on the requisition of Members, the Meeting will lapse and will not be adjourned or reconvened; and
 - (ii) in any other case, those Members present will constitute a quorum.
- (c) The chairperson may, with the consent of any Meeting at which a quorum is present, and must, if directed by resolution of the Meeting, adjourn the Meeting from time to time and from place to place but no business may be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- (d) It is not necessary to give any notice of an adjournment or the business to be discussed or transacted at any adjourned Meeting, unless the Meeting is adjourned for thirty (30) days or more.

10.12 Voting Procedure

- (a) At any Meeting a resolution put to the vote of the Meeting will be decided on a show of hands unless a poll is (before the show of hands) demanded by:
 - (i) the chairperson; or

- (ii) a simple majority of Members present at the Meeting (except when required by this Constitution to be a Special Resolution).
- (b) The chairperson may not exercise a casting vote at Meetings.

10.13 ACBA Members

- (a) An elected official of an ACBA Member is entitled to represent and vote on behalf of the ACBA Member at any Meeting of the Club.
- (b) If no elected official of an ACBA Member is available to attend at a Meeting:
 - (i) the ACBA Member may notify the Board in writing of a substitute person to represent and vote on behalf of that ACBA Member for the next immediate Meeting;
 - (ii) notification must occur not more than fourteen (14) days and not less than seven (7) days prior to that Meeting of the Club; and
 - (iii) the substitute person must be a member of the ACBA Member with at least twelve (12) months' prior membership.

10.14 Recording of Determinations

A declaration by the chairperson that a resolution has, on a show of hands, been carried (either unanimously or by a particular majority) or lost and an entry to that effect in the minutes of the proceedings of the Club is conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

11. MANAGEMENT

11.1 The Board

- (a) The Board constitutes the Committee for the purposes of the Act.
- (b) Subject to the Act and this Constitution, the business and affairs of the Club must be managed by the Board, which may exercise the powers of the Club for that purpose.
- (c) The Board must perform its functions in the pursuit of the Objects and in the interests of the Club and Members as a whole, having regard to the Club's position and role in the structure and reputation of the Sport in the Local Area and South Australia.

11.2 Composition of the Board

The Board will comprise of:

- (a) four (4) General Directors;
- (b) two (2) ACBA Directors;
- (c) one (1) Membership Director; and
- (d) up to two (2) Appointed Directors who need not be Members.

11.3 ACBA Directors

The Directors who have been nominated and elected as the ACBA Directors:

- (a) shall, in addition to those duties that apply to all Directors of the Club, be responsible for the oversight and administration of ACBA Competitions;
- (b) need not be members or appointed officials of ACBA Members;

In voting on any question arising at any meeting of the Board, and / or otherwise in regards engagement with the business of the Club, the ACBA Directors may, but are not obliged to:

- (c) have regard to the interests of the ACBA Members;
- (d) prioritise the interests of the ACBA Members above the interests of the Club as a whole.

11.4 Membership Director

The Membership Director shall, in addition to those duties that apply to all Directors of the Club, be responsible for the administration and furtherance of the Club's Membership Protection Policy.

11.5 Nominations

The Board must call for nominations for all elected Directors at least twenty-one (21) days prior to the Annual General Meeting.

Nominations must:

- (a) be in writing;
- (b) be in the prescribed form (if any) provided for that purpose;
- (c) be signed by the nominee;
- (d) state whether the nomination is for a General Director, ACBA Director or Membership Director;
- (e) disclose any position the nominee holds in the Club, including as an officer, a participant, a delegate or an employee; and
- (f) be delivered to the Club not less than seven (7) days before the date fixed for the Annual General Meeting.

11.6 Elections

- (a) If the number of nominations received for the Board is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote at the Annual General Meeting.
- (b) If the number of nominations exceeds the number of vacancies to be filled, an election must be conducted at the Annual General Meeting.
- (c) Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.
- (d) If at the close of the Annual General Meeting, vacancies on the Board remain unfilled, the vacant position(s) will be deemed casual vacancies.

- (e) If a person nominated at the Annual General Meeting is not approved by the majority of Members, he or she will not be entitled to take office as a casual vacancy until approved by the Members at an Annual General Meeting.

11.7 Term of Appointment for Elected Directors

- (a) Subject to provisions in this Constitution relating to early retirement or removal of Directors, elected Directors (other than the elected Directors who retire pursuant to the following paragraph) shall remain in office for a period of three years, from the conclusion of the Annual General Meeting at which their relevant election occurred until the conclusion of the third Annual General Meeting following their initial election.
- (b) At the Annual General Meeting held one year following the adoption of this Constitution, two of the elected Directors shall retire as follows:
 - (i) one of the General Directors; and
 - (ii) one of the ACBA Directors.
- (c) The elected Directors to retire shall be agreed by the Board and in the event that no agreement is reached, then the first of each category of Director when arranged alphabetically by surname shall retire.
- (d) If the law requires an elected Director to have a particular qualification or clearance (for example, police clearance), the elected Director's term will not begin until the qualification or clearance has been established (which shall not however affect the end date of that elected Director's term).

11.8 Appointed Directors

- (a) The elected Directors may by resolution appoint up to two (2) Appointed Directors, at their sole discretion.
- (b) In appointing Appointed Directors, the elected Directors should have regard to which personal and professional skills, diversity (including, but not limited to gender, ethnicity and age) and experience the elected Directors believe will complement the Board composition.
- (c) The term of office of each Appointed Director must be fixed by the elected Directors at the time of the Appointed Director's appointment but it cannot exceed one (1) year (and is subject always to early removal by resolution of elected Directors).

11.9 Casual Vacancies

Any casual vacancy occurring in the position of Director may be filled by the remaining Directors from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of what would have been that Director's term under this Constitution.

11.10 Board to Meet

- (a) The Board must meet as often as it considers necessary in every calendar year for the dispatch of business (and must meet at least as often as is required under the Act) and in accordance with principles of good governance. Subject to this Constitution, the Board may adjourn and otherwise regulate its meetings as it thinks fit.
- (b) Any Director may at any time convene a meeting of the Board on reasonable notice to the other Directors.

11.11 Chairperson

The Board shall appoint a chairperson from amongst its Elected Directors. The chairperson shall be the nominal head of the Club and will act as chair of any Board meeting at which they are present. If the chairperson is not present or is unwilling or unable to preside at a Board meeting, the remaining Directors shall appoint another Director to preside as chair for that meeting only.

11.12 Duties of Directors

In accordance with Division 3A of the Act, Directors must:

- (a) not, in the exercise of their powers or the discharge of their duties, commit an act with intent to deceive or defraud the Club, Members or creditors of the Club or creditors of any other person or for any fraudulent purpose;
- (b) not make improper use of information acquired by virtue of their position in the Club so as to gain, directly or indirectly, any pecuniary benefit or material advantage themselves or any other person, or so as to cause a detriment to the Club;
- (c) not make improper use of their position as such an officer or employee so as to gain, directly or indirectly, any pecuniary benefit or material advantage for themselves any other person, or so as to cause a detriment to the Club; and
- (d) at all times act with reasonable care and diligence in the exercise of their powers and the discharge of the duties of their office.

11.13 Decisions of Board

Subject to this Constitution, questions arising at any meeting of the Board may be decided by ordinary resolution of the Directors. Each Director has one (1) vote on any question. The chairperson does not have a casting vote. In the event that a resolution receives equal votes for and against, the resolution is not passed.

11.14 Resolutions not in Meeting

- (a) 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 or more of the Directors is not physically present at the meeting, provided that:
 - (i) 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. The notice will specify that Directors are not required to be present in person;
 - (ii) 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;
 - (iii) if a failure in communications prevents the previous clause from being satisfied by the number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until the previous clause is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned; and
 - (iv) any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Director is there in person. If no Director is there in person, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

11.15 Circulatory Resolutions

- (a) A resolution in writing, signed or assented to by email, facsimile or other form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed or assented to by one (1) or more of the Directors.
- (b) A resolution passed under this clause must be recorded in the minute book.

11.16 Quorum

- (a) At meetings of the Board the number of Directors whose presence is required to constitute a quorum is:
 - (i) if the number of Directors then in office is an even number, half of the number of Directors plus one; or
 - (ii) if the number of Directors then in office is an odd number, half of the number of Directors rounded up to the next whole number.

11.17 Board May Act

If there are any vacancies on the Board, 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 a quorum.

11.18 Indemnity

- (a) The Directors of the Club shall be indemnified out of the property and assets of the Club against:
 - (i) any liability incurred by them in their capacity as Director in defending any proceedings, whether civil or criminal;
 - (ii) all damages and losses (including legal costs) for which any such Director may be or become liable to any third party in consequence of any act or omission except wilful misconduct performed or made while acting on behalf of and with the authority, express or implied, of the Club.

11.19 Grounds for Termination of Director

- (a) The office of a Director becomes vacant if the Director:
 - (i) dies;
 - (ii) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - (iii) suffers from mental or physical incapacity;
 - (iv) cannot obtain or retain office under section 30 of the Act;
 - (v) resigns his or her office by notice in writing to the Club;
 - (vi) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
 - (vii) holds any office of employment with the Club;

- (viii) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of his or her interest (and which amounts to a conflict of interest);
 - (ix) in the case of an Appointed Director, is removed from office by resolution of the Elected Directors;
 - (x) is removed by Special Resolution of the Members in a Special General Meeting; or
 - (xi) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.
- (b) If a Director is removed by Special Resolution of the Members, the Director cannot be reappointed to the Board as an Appointed Director without a further ordinary resolution of Members authorising the appointment.

11.20 Irregularity of Appointment

All acts done by any meeting of the Club or of the Board or of a committee or by any person acting as a delegate shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person acting as aforesaid be as valid as if every such person had been duly appointed or was qualified to so act.

12. CONFLICTS OF INTEREST

12.1 Conflict of Interest

- (a) The Directors must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Director has an interest.
- (b) A Director shall declare his or her interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Board, absent themselves from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Director casts a vote, the vote shall not be counted.
- (c) In the event of any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

12.2 Disclosure of Interests

- (a) The nature of the interest of a Director must be declared at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Board at the next meeting of the Board. 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 interested.
- (b) A general notice stating that a Director is a member of, or associated with, any entity and that he or she is 'interested' in all transactions with that entity is sufficient declaration for the purposes of this herein clause. After the distribution of the general notice, it is not necessary for the Director to give a special notice regarding any particular transaction with that firm or company.
- (c) All disclosed interests must also be disclosed to each Annual General Meeting in accordance with the Act.

12.3 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance regarding conflicts of interest must be recorded in the minutes of the relevant Meeting.

13. DELEGATIONS, REGULATIONS AND COMMITTEES

13.1 Appointment of CEO

- (a) A CEO may be appointed by the Board for such term and on such conditions as the Board thinks fit.
- (b) The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.
- (c) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.
- (d) Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.
- (e) The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Club. The delegation will include the power and responsibility to:
 - (i) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
 - (ii) manage the financial and other reporting mechanisms of the Club;
 - (iii) approve and incur expenditure subject to specified expenditure limits;
 - (iv) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Club;
 - (v) prepare agendas for Board and General Meetings;
 - (vi) attend all Board and General Meetings;
 - (vii) report regularly on the activities of, and issues relating to, the Club;
 - (viii) in consultation with the Board, employ such personnel as are deemed necessary or appropriate from time to time; and
 - (ix) have any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.
- (f) The CEO is entitled, subject to a determination otherwise by the Directors, to attend all Meetings of the Club, all meetings of the Directors and any Committees and may speak on any matter, but does not have a vote.

13.2 Appointment of Secretary

- (a) There must be at least one secretary who is to be appointed by the Directors and who themselves shall not be a Director of the Club.
- (b) The Directors may suspend or remove a secretary from that office.

- (c) A secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

13.3 Other Delegations

- (a) The Board may create or establish or appoint special committees, individual officers and consultants to carry out such duties and functions. The Board will also determine what powers these entities are given.
- (b) The Board may delegate any functions other than:
 - (i) this power of delegation; and
 - (ii) a function imposed on the Board or the Executive Officer by the Act or any other law, or by resolution of the Club in a Meeting.
- (c) A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function. These may be specified in the delegation.
- (d) The Board may at any time revoke wholly or in part any delegation made under this clause and it may amend or repeal any decision made by such body or person under this clause.

13.4 Regulations

(a) Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Club and the advancement of the purposes of the Club and the Sport in South Australia as it thinks necessary or desirable. Such regulations must be consistent with the Constitution, the constitutions of the RSO, SSO or NSO (and any regulations made by them) and any policy directives of the Board.

(b) Regulations Binding

All Regulations are binding on the Club and all Members.

(c) Regulations Deemed Applicable

All clauses, rules, by-laws and Regulations of the Club in force at the date of the approval of this Constitution (as long 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.

(d) Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Executive Officer. The matters in the bulletins are binding on all Members.

14. RECORDS AND ACCOUNTS

14.1 Authority to Trade

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

14.2 Accounts to be Kept and Distributed

- (a) The Club must keep such accounting records as correctly record and explain the transactions and financial position of the Club.
- (b) The Directors will cause proper accounting and other records to be audited and distributed in accordance with Division 2 of the Act, including all documents required to be distributed to the Members for the purpose of the Annual General Meeting.
- (c) The Club must lodge such periodic returns, containing accounts and other information relevant to the affairs of the Club, as the Act and associated regulations (Clubs Incorporation Regulations 2008) may require.

14.3 Transaction Accounts

- (a) The Club shall open and keep at least one transaction account as the Board may from time to time determine, and all monies belonging to the Club shall, as soon as practicable after the same shall be received, be paid and deposited to the credit of those account(s) of the Club.
- (b) No withdrawal shall be made from, and no cheques shall be drawn on, any transaction account in the name of the Club of any amount over one hundred dollars unless the withdrawal form, cheques or electronic transfer is signed or password-activated, as appropriate, by any two members of the Board, or any two persons appointed by the Board for such purposes, or any combination thereof. All extraordinary and capital expenditure must be approved by resolution of the Board.

14.4 Application of Income

- (a) The income and property of the Club shall be applied solely towards the promotion of the Objects.
- (b) Except as prescribed in this Constitution or the Act:
 - (i) no portion of the income or property of the Club 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 Club to any Member who holds any office of the Club.
- (c) Nothing in this clause shall prevent payment to any Member for:
 - (i) any services actually rendered to the Club whether as an employee, Director or otherwise;
 - (ii) goods supplied to the Club 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 Club; or
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Club.

provided that any such payments shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction and there is no conflict of interest in making the payment.

14.5 Auditor

- (a) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.
- (b) The following people may not be appointed as an auditor:

- (i) an officer of the Club, including a Director (and any partners, employers or employees of officers); or
 - (ii) an employee of the Club, including the CEO (and any partners, employers or employees of employees).
- (c) The auditor may be removed by the Directors.
 - (d) The auditor has a right of access at all reasonable times to the accounting records and other records of the Club and is entitled to require from any officer of the Club such information and explanations as he or she desires for the purpose of an audit.
 - (e) The auditor must provide the Board with reports that comply with the Act with sufficient time for the Board to lay such material before the Members as and when required (including for the Annual General Meeting).
 - (f) The reasonable fees and expenses of the auditor are payable by the Club.
 - (g) The Board may determine that some books and documents are commercially sensitive and not available for inspection by a Member. If the Member objects to the classification, then the question of whether the books or documents are commercially sensitive and of whether they ought to be made available for inspection shall be referred to the Auditor. The Auditor shall decide within 28 days of the referral whether the books or documents are commercially sensitive and whether they ought to be made available for inspection and the Auditor's decision shall be final and binding on the Member and the Board.

15. ADMINISTRATION AND MISCELLANEOUS

15.1 Seal

- (a) The Club will have a Seal on which its corporate name appears in legible characters.
- (b) The Seal may not be used without the express authorisation of the Board and every use of the Seal must be recorded in the minute books of the Club. The affixing of the Seal must be witnessed by two (2) Directors or by one Director and another person authorised by the Board for that purpose.

15.2 Notice

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. Notices will be sent by pre-paid post or facsimile transmission or, where available, by electronic mail (email) to the Member's registered address or facsimile number or email address. Notices to Delegates will be sent to the last notified address, facsimile number or email 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 six (6) 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 email, service of the notice shall be deemed to be effected the next business day after it was sent.

15.3 Winding Up

The Association may be wound up in a manner provided for in the Act.

15.4 Distribution of Assets and Property on Winding Up

- (a) If upon winding up or dissolution of the Club, there remains, after satisfaction of all its debts and liabilities, any assets or property, the same shall not be paid to or distributed to its Members, but instead, those assets or property must be given or transferred to another organisation(s) that has objects similar to the Objects of the Club.
- (b) Those organisation(s) must prohibit the distribution of income and property among its members to an extent at least as great as that imposed on the Club by this Constitution.
- (c) The organisation(s) is to be determined by the Members in a Meeting at or before the time of dissolution. If this does not occur, the decision will be made by a judge of the Supreme Court of South Australia or other court as may have or acquire jurisdiction in the matter.

16. TRANSITIONAL PROVISIONS

16.1 Deemed Membership

- (a) All members which or who are, prior to the operation of this Constitution, members of the Club, shall be deemed Members from the time of the operation of this Constitution.
- (b) Deemed Members shall provide the Club with such details as are reasonably required by the Club under this Constitution within one month of the operation of this Constitution.

16.2 Deemed Board

The Members of the administrative or governing body (by whatever name it is called) of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next Annual General Meeting following such adoption of this Constitution, and thereafter the positions of Board shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

16.3 Deemed Regulations

All rules, by-laws, policies and regulations of the Club in force at the date of the adoption of this Constitution are to be deemed to be regulations and continue to apply unless they are inconsistent with, or have been replaced by this Constitution.

Constitution Version Control

Date	Clauses amended	Description of change	General Meeting Date
xx/xx/20xx	Entire Constitution		Xx/xx/20xx