April 2024

METRO NORTH EAST
BOWLS

Incorporation number: **INC2400436**

CONSTITUTION OF

Metro North-East Bowls

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1. THE ASSOCIATION

1.1 Name

The name of the Association is Metro North-East Bowls.

1.2 Incorporation

The Association is an Incorporated Association under the Act.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears, these words shall have the following meanings:

Act means the Associations Incorporation Act (NSW) 2009 (NSW).

Annual General Meeting or **AGM** means the annual general meeting of the Association held under **clause 20.**

Association means Metro North-East Bowls.

BA means Bowls Australia, the current National Sporting Organisation for Bowls in Australia.

Bowls means the sport of Bowls as recognised by the WBL from time to time and includes Bowls for athletes with all abilities.

Bowls NSW or **BNSW** means the State Sporting Organisation, being Bowls New South Wales Limited ACN 649 763 691.

BNSW Constitution or **Bowls NSW Constitution** means the Constitution of BNSW and includes for the purposes of this document only any Regulations made under the Bowls NSW Constitution.

Chair or **President** means the president or chair for the time being of the Association.

Club means any properly constituted body whether incorporated or not, which is recognised by Bowls NSW and is a Member, or is otherwise affiliated with the Association.

Club Delegate means the person elected or appointed from time to time by a Member Club to act for and on its behalf and represent the club at BNSW General Meetings.

Committee means any committee established by the Association under **Clause 19.1 & clause30**.

Constitution means this Constitution of the Association.

Financial Year means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing 1 July and ending on 30 June the following year, each year.

General Meeting means the Annual General Meeting (AGM) or any Special General Meeting (SGM)of the Association.

Incapacitated means unable to fulfil duties as required by this Constitution or the Act, including being able to:

(a) understand the information relevant to the decisions that will have to be made in the role of Management Committee or Committee Member;

(b) retain that information to the extent necessary to make those decisions;

(c) use or weigh that information as part of the decision-making process; or

(d) communicate the decisions in some way.

Individual Member means an affiliated member of BNSW and a Member Club.

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

Invoiced club means the single entity that receives an affiliation invoice from Bowls NSW annually**.**

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

Management Committee means the body consisting of persons elected to the positions described in **clause 14.**

Member means a member for the time being of the Association under **clause 5**.

Member Club means any properly constituted body whether incorporated or not, recognised by, and admitted to membership of Bowls NSW under the Bowls NSW Constitution.

Non-Unified Member Club means any Member Club not Constituted or approved as a Unified Member Club by BNSW.

Objects means the objects of the Association in **clause 3**.

President or **Chair** means the president or chair for the time being of the Association.

Public Officer means the person appointed to be the public officer of the Association in accordance with the Act.

Region means a properly defined geographical area of New South Wales with boundaries and clubs as determined by Bowls NSW from time to time. A reference to "Region" also includes the committee or other body appointed to administer an approved area.

Region Coordinator means an individual appointed or employed by the Association to coordinate the delivery of the Sport for that Region.

Region Delegate means the person elected or appointed from time to time by a Member Club to act for and on its behalf and represent the club at Region General Meetings.

Register means a register of Members kept and maintained in accordance with **clause 9**.

Regulations means any Regulations made by the Management Committee under **clause 36**.

Secretary means the person holding office under this Constitution as Secretary of the Association for the time being elected under this Constitution, or, if no such person holds that office, shall mean the Public Officer under the Act.

Special General Meeting or **SGM** means a special general meeting of the Association held under **clause 21**.

Special Resolution means a special resolution passed in accordance with the Act.

Sport means the sport of Bowls.

Unified Member Club means a Member Club that is constituted and approved by BNSW to be responsible for the conduct and administration of bowls in that Club's recognised area. .

WBL means World Bowls Limited**.**

2.2 Interpretation

In this Constitution:

(a) a reference to a term which is capitalised shall have the meaning given to it in the Bowls NSW Constitution, unless a different meaning is given to it in this Constitution;

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

(c) 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;

(d) words importing the singular include the plural and vice versa;

(e) words importing any gender include the other genders;

(f) a reference to writing shall unless the contrary intention appears, be construed as including references to printing, photography, and other modes of representing or reproducing words in a visible form including messages sent by e-mail;

(g) references to persons include corporations and bodies politic;

(h) references to a person include the legal personal representatives, successors and permitted assigns of that person; and

(i) 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).

2.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable, the phrase or provision must be read down, if possible, to be valid and enforceable. If it cannot be read down it 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

The objects for which the Association is established and maintained are to:

(a) Arrange, conduct, encourage, promote, advance and administer Bowls in the Region on behalf of BNSW.

(b) Ensure uniformity of administration and protocols prescribed by BNSW in managing all areas of Bowls in the Region.

(c) Review and determine any Bowls related matters raised by members in the Region.

(d) Refer unresolved matters pertaining to the conditions of play directly to BNSW.

(e) Act for and promote the health and safety of all participants in the Sport in the Region.

(f) Maintain and enhance the standards, quality and reputation, and act in the interests of this Association, its Member Clubs and BNSW.

(g) Adopt and implement policies and procedures prescribed by BNSW to achieve these Objects.

(h) Use, apply and protect all property and capacity of the Association towards the fulfilment and achievement of these Objects.

4. PURPOSE AND POWERS OF THE ASSOCIATION

4.1 Purpose

The Association is established for the purposes set out in this Constitution.

4.2 Powers

Solely for furthering the Objects, the Association has, in addition to the rights, powers and privileges conferred on it under section 19 of the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act 2001*.

4.3 Constitutional Alignment

This Constitution shall be read in conjunction with the Constitution of BNSW. Members of the Association shall be bound by the provisions of both the BNSW Constitution and Regulations as well as this Constitution.

4.4 Not For Profit Organisation

The Association must not distribute any dividend, surplus, income or assets directly or indirectly to its Members.

This clause does not prevent the Association from paying a Member or Committee Member:

(a) reimbursement for expenses properly incurred by the Member or Committee Member; or

(b) for goods or services provided by the Member or Committee Member, if this is done in good faith on terms no more favourable than if the Member was not a Member.

5. MEMBERS

5.1 Categories of Membership

(a) The Members of the Association shall consist of:

(i) Member Clubs in the Association's prescribed geographical Region which shall, subject to this Constitution, and via their elected Region Delegate, have the right to be present, debate and vote at General Meetings of the Association;

(ii) Individual Members, who are affiliated members of Bowls NSW and a Member Club, who shall have the right to be present at General Meetings but shall have no rights to debate or vote at General Meetings;

(iii) Life Members, who, subject to this Constitution, are affiliated members who have the right to receive notice of General Meetings, be present at General Meetings, and subject to the discretion of the chair of the meeting shall have the right to debate, but do not have voting rights, unless they are also a Region Delegate voting on behalf of a Member Club; and

(iv) Such other category or categories of Members as may be determined by Bowls NSW Board from time to time, which shall be set out in the State Regulations.

5.2 Life Members

(a) The Management Committee may recommend to the AGM that any natural person who has rendered distinguished service to the Association or the Sport, where such service is deemed to have assisted the advancement of the Sport, be appointed a Life Member.

(b) A resolution of the AGM to confer life membership (subject to Clause following) on the recommendation of the Management Committee must be a Special Resolution.

(c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

5.3 Patrons

The Association is not permitted to appoint Patrons

6. AFFILIATION

6.1 Member Clubs

(a) To be, or remain, eligible for membership, a Member Club must be:

(i) Incorporated; or

(ii) under the umbrella of a broader incorporated club.

(b) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Member Club shall be resolved by the Bowls NSW Board in its sole discretion.

7. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

(a) this Constitution and Regulations are necessary and reasonable for promoting the Objects of the Association, constitutes a contract between each of them and the Association and that they are bound by this Constitution, the Regulations and the Bowls NSW Constitution;

(b) they shall comply with and observe this Constitution, the Regulations, the Bowls NSW Constitution and any determination or resolution which may be made or passed by the Management Committee or any duly authorised Committee;

(c) by submitting to this Constitution and the Regulations they are subject to the control and authority of Bowls NSW;

(d) they shall reasonably act in the interests of Bowls and the Members;

(e) they shall not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Association, Bowls NSW or Bowls and its maintenance and enhancement;

(f) they are entitled to all benefits, advantages, privileges, and services of Association membership; and

(g) they will not become a party to any suit at law or equity, against the Association, Bowls NSW, any other Member Club, Individual Member or any other person subject to this Constitution, until all remedies and avenues of appeal allowed by this Constitution and/or the Bowls NSW Constitution have been exhausted, save with the written consent of the Association and Bowls NSW.

8. DISCONTINUANCE OF MEMBERSHIP

8.1 Notice of Resignation

(a) A Member Club, having paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one (1) months' notice in writing to the Association of such resignation or withdrawal.

(b) A Member Club may not resign, disaffiliate or otherwise seek to withdraw from the Association without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must be provided to the Association.

(c) If a Member Club ceases to be a Member under this Constitution, the Association membership of all Individual Members affiliated or registered with or through the Club shall not automatically cease at that time, but shall be dealt with in accordance with the Regulations.

(d) When the Association receives notice of resignation of membership given under **clauses 8.1(a)** and **(b)**, it must make an entry in the Register that records the date on which the Member who or which gave notice ceased to be a Member.

8.2 Discontinuance for breach

Notwithstanding anything in the Act or this Constitution:

(a) membership of the Association may be discontinued by the BNSW Board upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Association, failure to comply with the Regulations or any resolutions or determinations made or passed by the BNSW Board or any duly authorised committee;

(b) membership shall not be discontinued by the Bowls NSW Board under **clause 8.2 (a)** without the Board first giving the accused Member the opportunity to explain the breach and/or remedy the breach; and

(c) where a Member fails, in the BNSW Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 8.2 (a)** by the Board giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 8.2** as soon as practicable.

8.3 Discontinuance for failure to re-affiliate

Membership of the Association may be discontinued by the BNSW Board if a Club has not re-affiliated with the Association within one (1) month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this **clause 8.3** as soon as practicable.

8.4 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 8.2** or **8.3**:

(a) must seek renewal and re-apply for membership in accordance with this Constitution; and

(b) may be re-admitted at the discretion of the Bowls NSW Board. There is no right of appeal where the Board refuses to re-admit a former Member under this clause.

8.5 Forfeiture of Rights

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

8.6 Region Delegate Position Lapses

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

8.7 Membership may be Reinstated

Membership which has been discontinued under this **clause 8** may be reinstated at the discretion of the Bowls NSW Board, with such conditions as it deems appropriate.

8.8 Refund of Membership Fees

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

9. REGISTER OF MEMBERS

9.1 Secretary to Keep Register

The Secretary shall keep and maintain a register of Member Clubs in accordance with the requirements of BNSW and relevant legislation.

9.2 Member Details

Every Member Club shall, on becoming a Member, provide to the Secretary all Member Club contact details and shall notify the Secretary in writing within seven (7) days of any changes. The details given shall be deemed to be the contact for the purposes of the issue of notices.

10. DISCIPLINE

(a) Where the Association is advised, or considers that a Member Club or Individual Member has allegedly:

(i) breached, failed, refused, or neglected to comply with a provision of this Constitution, the Regulations, the BNSW Constitution or any resolution or determination of the Association, the Management Committee, Bowls NSW or any duly authorised committee; or

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

(iii) brought the Association, BNSW, BA, any other Member or the Sport into disrepute;

The Association may commence or cause to be commenced, disciplinary or investigatory proceedings against that Member Club / Individual Member and, that Member Club / Individual Member will be subject to, and submits unreservedly to the authority, disciplinary procedures and penalties and the appeal mechanisms of The Association as may be determined by The Association and Bowls NSW from time to time. The Association shall, as soon as practicable, inform BNSW of the process and the outcome.

(b) This **clause 10** shall not apply to any incident or matter which relates to a dispute or matter which may be dealt with under BNSW's selection policy or BA's anti-doping or member protection policies. Disputes between Members will be resolved in accordance with the procedures determined by BNSW.

11. SUBSCRIPTIONS, FEES, AND LEVIES

The time for and manner of payment of annual membership subscription fees and any other fees or levies payable by Member Clubs to the Association shall be as determined by the Management Committee from time to time, subject always to the approval of Bowls NSW.

12. INTERIM MANAGEMENT COMMITTEE

(a) From the date upon which Bowls NSW is notified until the second AGM following adoption of this Constitution, the Interim Management Committee will comprise of three (3) persons appointed by the Zone from within the competition boundaries of this Region Association, and three (3) persons appointed by the District(s) from within the competition boundaries of this Region Association.

(b) The Interim Management Committee will appoint a chair from amongst its number who will hold office for a term of one (1) year but may be reappointed for a second year.

(c) The Interim Management Committee must allocate roles, portfolios and titles in line with rule 14.1(d) of this Constitution.

(d) Should a casual vacancy occur on the Interim Management Committee the remaining members of the Interim Management Committee may fill that vacancy from appropriately qualified persons. Such appointee holds office until the second AGM following adoption of this Constitution.

13. POWERS OF THE MANAGEMENT COMMITTEE

Subject to the Act, this Constitution, the BNSW Constitution and any direction given by BNSW, the business of the Association shall be managed and the powers of the Association shall be exercised, by the Management Committee. In particular, the Management Committee shall act in accordance with the Objects and shall operate for the benefit of the Members and the Sport and community throughout the Region.

14. COMPOSITION OF THE MANAGEMENT COMMITTEE

14.1 Composition of the Management Committee

(a) The Management Committee, from the second AGM following adoption of this Constitution shall comprise:

(i) six (6) elected Members who must all be Individual Members and who shall be elected under **clause 15**;

(b) The Management Committee must maintain a gender ratio of three (3) male and three (3) female Members.

(c) A Management Committee Member cannot also be a Member Club's Region Delegate.

(d) The Management Committee must allocate roles, portfolios, and titles to Management Committee members. Subject to this Constitution and any properly passed resolution of the Management Committee, titles must include:

(i) Chair as President;

(ii) Secretary;

(iii) Treasurer;

(iv) Chair of Match

(v) Two (2) other roles as determined by the Management Committee.

(e) Apart from Chair of Match, no other Committee member may hold a position on the Management Committee.

(f) No more than two (2) Individual Members of the same invoiced club may serve at the same time on any one committee including the Management Committee. An invoiced club is the single entity that receives an affiliation invoice from Bowls NSW annually.

(g) An Individual Member including the Chair of Match, may hold one (1) position on a maximum of two (2) committees. Exceptions to this are the remaining Management Committee Members who may hold only one (1) position.

14.2 Election of Management Committee Members

The Management Committee members shall be elected under **clause 15**.

15. ELECTION OF MANAGEMENT COMMITTEE

15.1 Nominations for Management Committee

Nominations for positions on the Management Committee shall be called for by the Secretary at least forty-eight (48) days prior to the Annual General Meeting.

15.2 Form of Nomination

Nominations must be:

(a) in writing;

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

(c) signed by two (2) Individual Members;

(d) certified by the nominee (who must be a Individual Member) expressing their willingness to accept the position for which they are nominated; and

(e) delivered to the Association not less than thirty-five (35) days before the date fixed for the holding of the AGM.

15.3 Elections

(a) If the number of nominations received for the Management Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies, then those nominated shall be declared elected only if approved by the majority of Members present and entitled to vote.

(b) If insufficient nominations are received to fill all vacancies on the Management Committee, the positions will be deemed casual vacancies and dealt with under **clause 16.1**.

(c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in order drawn by ballot for each vacancy on the Management Committee.

(d) The voting shall be conducted using the first past the post method and shall be by secret ballot to be conducted at the Annual General Meeting on papers prepared by the Secretary.

(e) If voting is equal for two or more candidates a further ballot will be held. If voting is still equal after the further ballot, lots shall be drawn to determine the successful candidate.

15.4 Term of Appointment

Management Committee Members are elected for a term of two (2) years (until the second AGM following the declaration of their election), with candidates eligible for re-election subject to this **clause 15.**

No Management Committee Member may serve for more than four (4) consecutive terms of two years, however, they shall be eligible to stand for a position following an absence of not less than twelve (12) months.

16. VACANCIES ON THE MANAGEMENT COMMITTEE OR COMMITTEES

16.1 Casual Vacancies

Any casual vacancy occurring on the Management Committee or a Committee may be filled by the Management Committee from among appropriately qualified Individual Members. Any casual vacancy may only be filled from Individual Members who submitted an Expression of Interest following the conclusion of the most recent AGM. Any casual vacancy may only be filled until the following AGM.

16.2 Grounds for Termination of Committee Members

The position of any Member of the Management Committee or Committees becomes vacant if the Member:

(a) dies;

(b) does not meet any requirements as set out in the Act;

(c) becomes bankrupt or makes any arrangement or composition with their creditors generally;

(d) becomes Incapacitated;

(e) resigns their office in writing to the Association;

(f) is absent without the consent of the Management Committee from meetings of the Management Committee held during a period of three (3) months;

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

(h) does not fulfil their expected obligations to the Management Committee or Committee;

(i) in the opinion of the Management Committee:

(i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the Association, Bowls NSW and/or Bowls: or

(ii) has brought themselves, the Association, BNSW or Bowls into disrepute;

(iii) breaches any rule, Regulation, or code of conduct of the Association or BNSW; or

(iv) is removed by Special Resolution of the Region Delegates at a General Meeting.

17. MEETINGS OF MANAGEMENT COMMITTEE

17.1 Management Committee Meetings

The Management Committee shall meet as often as is deemed necessary in each calendar year for the dispatch of business and may adjourn and, subject to this Constitution, otherwise regulate its meetings as it thinks fit. The Secretary shall, on the requisition of the Chair or three (3) Members of the Management Committee, convene a meeting of the Management Committee within reasonable time.

17.2 Notice of Management Committee Meetings

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

17.3 Quorum

At meetings of the Management Committee the number of committee members whose presence is required to constitute a quorum is half the Management Committee plus one (1).

17.4 Chair as President

The Chair, as President, shall be the nominal head of the Association and will act as chair of any Management Committee meeting or General Meeting at which they are present. If the Chair is not present, or is unwilling or unable to preside, the remaining members of the Management Committee shall appoint one (1) of their number to preside as chair for that meeting only.

17.5 Decisions of the Management Committee

Subject to this Constitution, questions arising at any meeting of the Management Committee shall be decided by a majority of votes and a determination of a majority of members of the Management Committee shall for all purposes be deemed a determination of the Management Committee. All members of the Management Committee shall have one (1) vote on any resolution. The Chair shall have no casting vote. Where voting is equal the resolution is lost.

17.6 Resolutions not in Meeting

(a) A resolution in writing, signed or assented to by email or other form of electronic communication by all the members of the Management Committee for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the Management Committee 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 of the Management Committee.

(b) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Management Committee may be held where one (1) or more of the members of the Management Committee is not physically present at the meeting, if:

(i) all persons participating in the meeting can 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 members of the Management Committee in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee and such notice specifies that members of the Management Committee are not required to be present in person;

(iii) if a failure in communications prevents condition (i) from being satisfied by that number of Management Committee members which constitutes a quorum, and none of such Management Committee members are present at the place where the meeting is deemed by the further provisions of this Clause to be held 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;

(iv) any meeting held where one (1) or more of the members of the Management Committee are not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Management Committee member is there present and if no Management Committee member is there present the meeting shall be deemed to be held at the place where the Chair of the meeting is located.

17.7 Management Committee Members' Interests

A Management Committee Member is disqualified by holding any place of profit or position of employment in the Association or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise except with express resolution of approval of the

Management Committee. Any such contract or arrangement entered into by or on behalf of the Association in which any Management Committee Member is in any way interested will be void unless approved by the Management Committee.

17.8 Conflict of Interest

A Management Committee Member shall declare any material personal interest and shall, unless otherwise determined by the Management Committee, absent themselves from discussions of such matter and shall not be entitled to vote in respect of the matter. If the Committee Member votes the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Committee Member to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Committee, or if this is not possible, the matter should be adjourned or deferred.

17.9 Disclosure of Interests

(a) The nature of the interest of such Member must be declared by the Member at the meeting at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Management Committee after the acquisition of the interest. If a Committee Member 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 Management Committee held after the Committee Member becomes so interested.

(b) All disclosed interests must also be disclosed to each AGM.

17.10 General Disclosure

A general notice that a Committee Member is a member of any specific firm or company and that they are 'interested' in all transactions with that firm or company is sufficient declaration under **clause 17.9** as regards such Management Committee Member and the said transactions. After such general notice it is not necessary for the Member to give a special notice relating to any particular transaction with that firm or company.

17.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Management Committee Member in accordance with **clauses 17.8, 17.9** and/or **17.10** must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

18. REGION EMPLOYEES

The specific duties of any employee must be outlined in a legal employment contract between the Region and the employee and must adhere to any standard relevant state award, with a copy of the fully executed contract submitted to Bowls NSW.

18.1 Appointment or employment of Region Coordinator

(a) Subject to this Constitution, a Region Coordinator may be appointed or employed by the Management Committee. The period, conditions and duties of the Region Coordinator will be determined by the Management Committee.

(b) An appointed Region Coordinator may receive an Honorarium within the guidelines established by BNSW.

(c) An employed Region Coordinator must have an employment contract in place with The Association.

(d) No person appointed or employed as a Region Coordinator may hold a position on, or vote as a member of, the Management Committee.

(e) The Region Coordinator may act as Public Officer of the Association if directed by the Management Committee.

(f) The Management Committee will review the performance of the Region Coordinator annually.

19. DELEGATIONS

19.1 Management Committee may Delegate Functions

The Management Committee may, by instrument in writing, create or establish or appoint special committees, individuals and consultants to carry out specific duties and functions. The Management Committee will determine what powers these committees are given. In exercising its power under this clause, the Management Committee should take into account broad stakeholder involvement, inclusivity and gender diversity.

19.2 Delegation by Instrument

In the establishing instrument, the Management Committee may delegate such functions as are specified in the instrument, other than:

(a) this power of delegation; and

(b) a function imposed on the Management Committee or the Region Coordinator by the Act or any other law, or this Constitution.

19.3 Delegated Function Exercised in Accordance with Terms

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

19.4 Procedure of Delegated Entity

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same

as that applicable to meetings of the Management Committee under clause 18 above. The entity exercising delegated powers shall make decisions in accordance with the Objects and shall promptly provide the Management Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Management Committee from time to time.

19.5 Delegation may be Conditional

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

19.6 Revocation of Delegation

The Management Committee may, by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Management Committee may also amend or repeal any decision made by such body or person under this **clause 19**.

20. ANNUAL GENERAL MEETING

(a) An AGM shall be held in accordance with the Act at least once in every calendar year on a date and at a venue to be determined by the Management Committee.

(b) All meetings other than AGMs shall be General Meetings and shall be held in accordance with this Constitution.

21. SPECIAL GENERAL MEETINGS

21.1 Special General Meetings May be Held

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

21.2 Requisition of Special General Meetings

(a) The Secretary shall convene a Special General Meeting within twenty-eight (28) days of receiving a requisition by BNSW or twenty-five percent (25%) of Member Clubs. BNSW shall only call for a special General Meeting of a Region Association for reasons outlined under **clause 34.1.**

(b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by Bowls NSW or the Region Delegates of the Member Clubs making the requisition, and be sent to the Association. It may consist of several documents in a like form, each signed by one (1) or more of the Region Delegates of the Member Clubs making the requisition.

(c) If the Management Committee does not cause a Special General Meeting to be held within twenty-eight (28) days after the date on which the requisition is sent to the Association, the Member Clubs making the requisition, or any of them, or Bowls NSW, 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 Bowls NSW or Member Clubs under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which Special General Meetings are convened by the Management Committee.

22. NOTICE OF GENERAL MEETING

(a) Notice of every General Meeting shall be given to every Member Club, and Bowls NSW, at the address appearing in the register kept by the Association. The auditor, Sports Administrator, if any, and Committee Members shall also be entitled to notice of every General Meeting. No other person shall be entitled as of right to receive notices of General Meetings.

(b) A notice of every General Meeting must:

(i) specify the place and date and time of meeting;

(ii) state the business to be transacted at the meeting; and

(iii) if a special resolution is to be proposed at the meeting – set out an intention to propose the motion and state the motion.

(c) At least twenty-one (21) days' notice of a General Meeting shall be given to Member Clubs together with:

(i) the agenda for the meeting;

(ii) any notice of motion received from the Management Committee or Members Clubs; and

(iii) forms of authority in blank for proxy votes.

(d) Notice of every General Meeting shall be given in the manner authorised in **clause 40**.

23. BUSINESS

(a) The business to be transacted at the AGM includes the consideration of accounts and the reports of the Management Committee and auditors, the election of Management Committee Members under this Constitution and subject to the requirements of the Act, the appointment of the auditors.

(b) All business that is transacted at a General Meeting and all business that is transacted at an AGM, with the exception of those matters set down in **clause 25** shall be special business.

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

24. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion for inclusion as special business at a General Meeting must be submitted in writing to the Secretary not less than thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting. Only the Management Committee, Bowls NSW or a Member Club may submit a notice of motion in accordance with this Clause.

25. PROCEEDINGS AT GENERAL MEETINGS

25.1 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 thirty per cent (30%) of the Region Delegates who are entitled to attend and vote at the meeting on behalf of Member Clubs.

25.2 Chair to Preside

(a) The President shall, subject to this Constitution, preside as Chair at every General Meeting except:

(i) in relation to any election for which the chair is a nominee; or

(ii) where a conflict of interest exists.

(b) If the President is not present or is unwilling or unable to preside, the Management Committee shall appoint one (1) of their number to preside as Chair for that meeting only.

25.3 Adjournment of Meeting

(a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day at the same time and place two (2) weeks later or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.

(b) The Chair may, with the consent of all Region Delegates present at any General Meeting at which a quorum is present, adjourn the meeting to another time and place but no business shall be transacted at any

adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(c) When a meeting is adjourned for twenty-eight (28) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting.

(d) Except as provided in **clause 25.3** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

25.4 Voting Procedure

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

(a) the Chair; or

(b) a simple majority of the Region Delegates on behalf of their members.

25.5 Recording of Determinations

Unless a poll is demanded under **clause 25.4** a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously or by a majority or lost, and an entry to that effect in the records 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.

25.6 Where Poll Demanded

If a poll is duly demanded under **clause 25.4** it shall always be taken as a secret ballot and in such other manner and either at once or after an interval or adjournment or otherwise as the Chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

25.7 Use of Technology

(a) General Meetings may be conducted virtually by the use of any form of electronic communication that allows persons present at the meeting, to clearly and simultaneously communicate with each other.

(b) A Member not physically present at a General Meeting may participate in the meeting by the use of any form of electronic communication that allows that Member and the Members present at the meeting to clearly and simultaneously communicate with each other.

(c) A Member participating in a General Meeting under this **clause 25.7** is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

25.8 Procedural irregularities

(a) No decision of the Association, the Management Committee or any authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person including any Member suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.

(b) The Association, the Management Committee or other authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

25.9 Cancellation or postponement of General Meeting

(a) Where a General Meeting (including an AGM) is convened by the Management Committee they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

(i) Members according to the Act;

(ii) the Management Committee at the request of Members; or

(iii) a Court.

(b) Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

(i) each Member entitled to attend the General Meeting; and

(ii) each other person entitled to notice of a General Meeting under this Constitution or the Act;

at least seven days prior to the date of the General Meeting.

(c) A notice postponing a General Meeting must specify:

(i) the new date and time for the meeting;

(ii) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and

(iii) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

(d) The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 22(c)**.

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

26. VOTING AT GENERAL MEETINGS

26.1 Entitlement to Vote

(a) Each Unified Member Club, (via its Region Delegate) shall have two (2) votes at General Meetings. Each Non-Unified Member Club (via its Region Delegate) shall have one (1) vote at General Meetings. Excluding Region Delegates voting in their capacity as a Region Delegate, no Individual Member or other individual member shall be entitled to vote.

(b) Where a Member Club's subscriptions fees or other levies are twenty-eight (28) days or more in arrears at the time of the General Meeting, or a Member Club is indebted to the Association for any sum for a period of twenty-eight (28) days or more, that Member Club's Region Delegate shall not be entitled to vote for as long as that debt is owed.

26.2 Voting Procedure

(a) The Chair may not exercise a casting vote.

(b) Where voting at General Meetings is equal the motion will be declared lost and the Chair does not have a casting vote.

(c) Where voting is required to be by secret ballot, including where a poll is demanded, the Chair may appoint a returning officer and scrutineers.

(d) In the event of a ballot for the election of any Committee Member the Chair shall not appoint any candidate for election as scrutineer or returning officer.

(e) A motion that is declared lost cannot be resubmitted to a General Meeting unless six (6) months has passed.

27. PROXY VOTING

Proxy voting shall not be permitted.

28. STRATEGIC FORUM OF BOWLS NSW

The Association must be represented at any Bowls NSW Strategic Forums or similar meetings.

29. GRIEVANCE PROCEDURE

(a) The grievance procedure set out in this clause applies to disputes arising under this Constitution between a Member and:

(i) another Member; or

(ii) the Association.

(b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties.

(c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may refer the dispute to any independent tribunal established by BNSW in accordance with the procedures determined by BNSW from time to time.

(d) The Management Committee may prescribe additional grievance procedures in Regulations consistent with this **clause 29**.

(e) If the dispute is not resolved the Management Committee may take whatever steps it considers appropriate in regard to the dispute in the best interests of the Association and the Members concerned.

30. COMMITTEES

The Association may establish such Committees as it deems fit from time to time. The Committees will be constituted and carry out such duties and function with such powers as the Management Committee determines and as are prescribed in the Regulations.

31. RECORDS AND ACCOUNTS

31.1 Records

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

31.2 Records Kept in accordance with the Act

(a) Proper accounting and other records shall be kept by the Association in accordance with the Act and otherwise shall be kept in the care and control of the Secretary.

(b) Subject to the Act, the Management Committee may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Association will be open for inspection by the Members.

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

31.3 Management Committee to Submit Accounts

The Management Committee shall submit the statements of account of the Association to:

(a) the Member Clubs at the AGM in accordance with this Constitution; and

(b) BNSW annually following the Association's AGM.

31.4 Negotiable Instruments

All cheques, electronic transactions and other negotiable instruments shall be signed or otherwise executed by any two (2) of three (3) or more authorised members of the Management Committee, or in such other manner as the Management Committee determines.

31.5 Inspection of Records

The Association must at all reasonable times make available for inspection by any person authorised or permitted by, or under the Act to inspect;

(a) records, books and other financial documents of the Association,

(b) this Constitution, and

(c) minutes of all Management Committee Meetings and General Meetings of the Association.

32. AUDITOR

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

(b) The auditor may be removed by the Association in accordance with the Act.

(c) The accounts shall be audited and the correctness of the profit and loss accounts and balance sheets ascertained by the appointed auditor or auditors at the conclusion of each financial year.

33. SOURCE OF FUNDS, INCOME AND EXPENDITURE

33.1 Source of Funds

The funds of the Association shall be derived from membership fees, donations, grants and such other sources as the Management Committee determines (subject always to the approval of BNSW).

33.2 Income and Expenditure of the Association

The income and property of the Association shall be applied solely towards the promotion of the Objects. 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, but this shall not preclude payment to a Member Club in good faith for expenses properly incurred or services properly rendered.

(a) Income and property of the Association shall be derived from such sources and managed in such manner as the Management Committee determines from time to time subject to the Act and this Constitution.

(b) The income and property of the Association shall be applied solely towards the promotion of the Objects.

(c) Except as prescribed in this Constitution or the Act:

(i) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Individual; 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 unless in line with Bowls NSW policies; proposed by the Management Committee; and agreed by resolution of the Association Members.

(iii) remuneration or other benefit in money or money's worth may be paid or given by the Association to any Individual in line with Bowls NSW policies.

(d) Nothing in **clauses 33.2(b) and 33.2(c)** shall prevent payment in good faith of or to any Individual for:

(i) goods supplied to the Association in the ordinary and usual course of operation;

(ii) rent for premises demised or let by any Member to the Association;

(iii) any out-of-pocket expenses incurred by the Member on behalf of the Association;

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 and with the provision of a valid invoice or tax receipt.

34. WINDING UP

34.1 The Act

Subject to this Constitution the Association may be wound up in accordance with the Act and/or in accordance with the direction of BNSW. An Association will only be wound up by BNSW for the following reasons:

(i) Structural reform conducted by BNSW;

(ii) An Association bringing BNSW into disrepute; or,

(iii) An Association operating against its objects.

34.2 Liability of Member Clubs

The liability of the Members of the Association is limited.

34.3 Member's Contribution

Every Member undertakes to contribute an amount not exceeding one dollar ($1.00) if the Association is wound up:

(a) while they are a Member of the Association, or

(b) within one (1) year of the date they cease to be a Member.

34.4 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 property, the same shall not be paid or distributed amongst the Members but shall be paid to BNSW, or by BNSW directive to a like entity being an organisation having purposes like the purposes of the Association and which prohibits the distribution of its income and property among its Members and which is also not carried on for the profit or gain to its Members.

35. ALTERATION OF CONSTITUTION

(a) Subject to **clause 35(b)** this Constitution shall only be altered or amended by Special Resolution.

(b) The Constitution shall not be altered or amended by Special Resolution unless:

(i) a draft of the alteration or amendment has been approved by BNSW, and

(ii) an application for registration of a change in the Constitution is made in accordance with the Act by the Public Officer.

36. REGULATIONS

36.1 Management Committee to Formulate Regulations

The Management Committee may formulate, issue, adopt and amend any Regulations in effect from time to time for the proper advancement, management and administration of the Association, the advancement of the Objects and Bowls as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution, the BNSW and BA Constitutions, any regulations made by BNSW or BA and any policy directives of BNSW. BNSW must be notified of any amendments to any Association regulations in advance of them coming into effect.

36.2 Regulations Binding

All Regulations are binding on the Association and all Members.

36.3 Regulations Deemed Applicable

All clauses, rules, and regulations or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Management Committee from time to time and prepared and issued by the Secretary. Clubs shall take reasonable steps to distribute such changes to Individual Members. All changes are binding on all Members.

36.4 Existing Regulations

All Regulations and policies of the Association which are not replaced by or inconsistent with this Constitution shall continue in operation until repealed or replaced by the Management Committee.

37. STATUS AND COMPLIANCE OF ASSOCIATION

37.1 Recognition of Association

The association is a member of Bowls NSW and is recognised by BNSW as the controlling body for Bowls in the Region and subject to compliance with this Constitution, the BNSW Constitution and the BA Constitution, shall continue to be so recognised and shall administer Bowls in the Region in accordance with the Objects.

37.2 Establishment

To be eligible to become and/or remain a Region, the Association must be constituted upon the basis that:

(a) it is subject to and bound by the BNSW Constitution;

(b) its membership is prohibited from sharing in the profits of the body;

(c) its Member Clubs agree to abide by this Constitution and the BNSW Constitution;

(d) it must have its Constitution and any amendments to its Constitution approved by BNSW; and

(e) it must satisfy such other criteria as may be prescribed by BNSW from time to time.

37.3 Compliance of Association

The Members acknowledge and agree the Association shall:

(a) Be, or remain incorporated; or be under the umbrella of a broader incorporated club, in New South Wales;

(b) Apply its property and capacity solely in pursuit of the Objects and the Sport;

(c) Do all that is reasonably necessary to enable the Objects to be achieved;

(d) Abide by the BNSW's and BA's constitutions, regulations and the rules of the Sport.

(e) be, and remain always, a member of and subject to the control and direction of Bowls NSW;

(f) adopt rules and objects which reflect and conform with the BNSW Constitution;

(g) provide Bowls NSW with copies of its accounts and annual report and other associated documents within 30 days of the Association's Annual General Meeting; and

(h) support the appointed Region and BNSW in the attainment and promotion of BNSW's Objects.

37.4 Region Delegate

The Association shall ensure its Member Clubs each elect one Region Delegate to attend Region General Meetings to represent the decisions and direction of the Member Club at those Region General Meetings.

37.5 Operation of Constitution

The Association and the Member Clubs agree:

(a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and the Sport are to be conducted, promoted, encouraged, advanced and administered throughout the Region;

(b) 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 the Sport and its maintenance and enhancement;

(c) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;

(d) to act in the interests of the Sport and the Members; and

(e) that should the Association be having administrative, operational, or financial difficulties, BNSW may act to assist the Association in whatever manner BNSW considers appropriate, including, but not limited to the appointment of an administrator; and

(f) in the event of any inconsistency between a term in this Constitution and a term in the BNSW Constitution, the BNSW Constitution prevails to the extent of any such inconsistency.

38. ASSOCIATION'S CONSTITUTION

38.1 Constitution of the Association

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

38.2 Operation of the BNSW Constitution

(a) The Association will take all reasonable steps to ensure this Constitution conforms to the BNSW Constitution subject always to the Act.

(b) The Association shall provide to BNSW a copy of this Constitution and any amendments to it. The Association acknowledges and agrees that BNSW may veto any provision in its Constitution which, in the opinion of BNSW, is contrary to the objects of BNSW.

39. STATUS AND COMPLIANCE OF CLUBS

39.1 Compliance

Clubs acknowledge and agree that they shall:

(a) be or remain incorporated, or if unincorporated, operating under the umbrella of a broader incorporated Club in New South Wales;

(b) nominate a Region Delegate annually to attend Region General Meetings, and shall inform the Association of the details of that person accordingly;

(c) recognise the Association as the authority for Bowls in the Region, Bowls NSW as the authority for Bowls in the State and Bowls Australia as the National authority for the Sport of Bowls;

(d) adopt and implement such communications and intellectual property policies as may be developed by the Region and State bodies from time to time; and

(e) have regards to the Objects in any matters pertaining to Bowls.

39.2 Register

All Member Clubs shall maintain a Register of all members of the Club. Each Club shall provide a copy of the Register at a time and in a form acceptable to the Association, and shall provide regular updates of the Register to the Association.

40. NOTICE

40.1 Manner of Notice

(a) Notices may be given by the Association to any Member by sending the notice by:

(i) post; or

(ii) by electronic mail; or

(iii) to the Member's registered address, or e-mail address; or

(iv) prominently posting the notice on the Association's website.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.

(c) Where a notice is sent by e-mail, service of the notice shall be deemed to be effected the next business day after it was emailed.

41. INDEMNITY

(a) Every volunteer or employee of this Association shall be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as a volunteer or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.

(b) The Association shall indemnify its volunteers and employees against all damages and losses (including legal costs) for which any such officer or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

(i) In the case of a volunteer position, performed or made whilst acting on behalf of and with authority, express or implied of the Association: and

(ii) In the case of an employee, performed or made in the course of, and within the scope of their employment by the Association.

42. INSURANCE

Subject to the Association notifying BNSW of the event any BNSW event that is managed by the Association is covered by BNSW Insurance. The Association may affect and maintain such other insurance as the Management Committee considers it desirable to maintain.