



Baulkham Hills Shire Netball Association Limited

ABN 64 003 598 936

(Trading as Baulkham Hills Netball)

CONSTITUTION

Version 10

TABLE OF CONTENTS

1	Definitions and Interpretations	4
1.1	Definitions	4
1.2	Interpretations	6
2	Association's Name and Nature	7
2.1	Name of Association	7
2.2	Nature of Association	7
2.3	Association Colours	7
2.4	Registered Office	7
3	Association's Objects and Powers	7
3.1	Objects of the Association	7
3.2	Powers of the Association	8
4	Income and Property	8
4.1	Application	8
4.2	No Distribution	8
4.3	Exception	8
5	Liability of Members	9
5.1	Liability of members limited	9
6	Guarantee by Members	9
6.1	Member undertaking	9
7	Winding Up	9
7.1	Winding up or dissolution	9
8	Effect and Altering of this Constitution	9
8.1	Contract effect	9
8.2	Altering the Constitution	9
9	Membership	10
9.1	Deeming provisions	10
9.2	Number of members	10
9.3	Members	10
9.4	Applications for Membership as an Affiliated Club	10
9.5	Individual Membership Renewal	11
9.6	Membership Fees	11
10	Discontinuance of Membership	11
10.1	When Membership ceases	11
10.2	Withdrawal of Affiliated Club	11

10.3	Consequences of cessation of Membership	.....	12
10.4	No claim against the Association	.....	12
11	Register of Members	.....	12
11.1	Register	.....	12
12	Life Members	.....	12
12.1	Appointment	.....	12
12.2	Registration	.....	12
13	Delegates	.....	12
13.1	Appointment of delegates	.....	12
14	Register of Members	.....	13
14.1	Annual General Meeting	.....	13
14.2	Extraordinary General Meeting	.....	13
14.3	General Meetings	.....	13
14.4	Notice of General Meetings	.....	14
14.5	Entitlement to attend General Meetings	.....	14
14.6	Proceedings at General Meetings	.....	14
14.7	Use of Technology for Meetings	.....	15
14.8	Conduct of Hybrid Meetings & Virtual Meetings	.....	15
14.9	Quorum	.....	15
14.10	Chairperson	.....	16
14.11	Adjourned meetings	.....	16
14.12	Vote	.....	16
14.13	Voting rights	.....	16
14.14	Decisions at General Meetings	.....	17
15	Council	.....	17
15.1	Membership	.....	17
15.2	Powers of Council	.....	17
16	Directors	.....	17
16.1	Powers and Duties of Directors	.....	17
16.2	Executive positions	.....	19
16.3	Qualifications of Executive	.....	19
16.4	Term of Executive	.....	19
16.5	Election at Annual General Meetings	.....	19
16.6	Casual vacancy of Executive	.....	19
16.7	Remuneration of Executive	.....	20
16.8	Executive meetings	.....	20
16.9	Executive entitled to vote	.....	20
16.10	Interested Executive	.....	20

16.11	Number of Executive below necessary quorum	.....	21
16.12	Acts done by disqualified Executive	.....	21
16.13	Director deemed to have vacated office	.....	21
16.14	Valid resolution	.....	21
17	Secretary	.....	21
17.1	Minutes	.....	21
18	Proceedings of Executive Meetings	.....	22
18.1	Quorum	.....	22
18.2	Notice of meeting	.....	22
18.3	Chairperson	.....	22
18.4	Questions decided by majority	.....	23
18.5	Special meeting	.....	23
18.6	Authorities, powers and discretions	.....	23
18.7	Delegation	.....	23
18.8	Acts stand despite defect in appointment	.....	23
18.9	Minutes	.....	23
19	Common Seal	.....	23
19.1	Common Seal	.....	23
20	Authentication of Deeds and Documents	.....	24
20.1	Authentication of deeds and documents	.....	24
20.2	Document with common Seal binding on the Association.....	.....	24
21	Committees, Panels and Tribunals	.....	24
21.1	Appointment	.....	24
21.2	Delegation of power	.....	24
21.3	Procedures for meetings	.....	25
22	Accounts	.....	25
22.1	Accounts to be kept	.....	25
22.2	Accounts storage	.....	25
22.3	Balance sheet and income and expenditure account	.....	25
22.4	Service of accounts	.....	25
22.5	Accounts and books open to inspection	.....	25
22.6	Audit of accounts	.....	25
22.7	Auditor	.....	26
22.8	Maintenance of records	.....	26
22.9	The Financial Year of the Association	.....	26
23	Notices	.....	26
23.1	Service of Notice	.....	26

23.2	Omission of Notice	.....	26
23.3	Signature	.....	26
23.4	Day of service	.....	26
24	Indemnity	.....	26
24.1	Indemnity	.....	26
25	Confidentiality	.....	27
25.1	Maintain confidentiality	.....	27
26	Application of the Act	.....	27
26.1	Special meanings in the Act apply	.....	27
26.2	Replaceable clauses displaced	.....	28

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Constitution:

Act means the Corporations Act 2001 (Commonwealth).

Affiliated Club means a club with 1 or more teams, who pays their affiliation fees each year to belong to the Association.

Association means the Company.

Association Information means all communications, correspondence, reports, minutes, and other papers and documents relating to any of the affairs or business of the Association.

Auditor means the auditor of the Association.

Boundaries mean the area within The Hills Shire Council.

Business Day means a day on which banks are open for general banking business in New South Wales, excluding Saturdays and Sundays.

Chairperson means the elected President of the Association.

Committee means the members for the time being of the committee as constituted in accordance with this Constitution.

Company means Baulkham Hills Shire Netball Association Limited.

Constitution means this Constitution and any supplementary, substituted or amended Constitution in force from time to time.

Council means the Council of the Association as described in clause 15.

Council Member means a member of the Council.

Delegate means a delegate of any affiliated club entitled to attend and vote at General Meetings of the Association, appointed in accordance with clause 13.

Deputy Chairperson means the Vice President.

Directors mean a Director of the Company.

Executive means The Board of Directors of the Company.

General Meeting means the Annual General Meeting, Extraordinary Meeting or General Meeting of the Council as convened in line with this Constitution.

Hybrid Meeting means a meeting where some participants attend physically, and some participants attend by use of Virtual Technology.

Individual Members (Members) means any individual financial member(s).

Intellectual Property means all rights or goodwill subsisting in copyright, business names, names, trademarks (or signs), logos, designs, patents or service marks (whether registered or registrable) relating to the Association or any event, competition or activity of or conducted, promoted or administered by the Association.

Life Member means a person granted life membership of the Association in accordance with clause 12.

Netball means the sport and game of netball as determined by the International Netball Federation Limited, Netball Australia and Netball NSW.

Netball Australia means the organisation existing from time to time for the promotion, regulation and control of netball throughout Australia.

New South Wales Netball Association Limited trading as Netball NSW means the organisation existing from time to time, for the promotion, regulation and control of netball in New South Wales.

Notice includes all written and electronic communications to members.

Objects mean the objects of the Association set out in clause 3.1.

Observer means an individual member who attends a General Meeting of the Association but is not an Executive or Life Member of the Association or an affiliated club's delegate to Council and has no rights to participate in the business of the meeting or vote at the meeting.

Office means the registered office of the Association.

Office Bearer means a member of the Executive.

President means the President of the Association, elected in accordance with clause 16.

Register means the record of Members.

Returning Officer means the appointed person to receive and oversee nominations for elected positions at the Annual General Meeting.

Seal means the common seal of the Association.

Secretary means the Director elected to perform the duties of Association and Company Secretary in accordance with this Constitution and applicable Corporations Law.

1.2 Interpretations - In this Constitution, unless the context indicates a contrary intention:

- a) **(headings)** headings and the table of contents are inserted for convenience only and do not affect interpretation of this Constitution.
- b) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity.
- c) **(person)** a reference to a person includes their personal representatives, successors and permitted assigns.
- d) **(requirements)** a requirement to do anything includes a requirement to cause that thing to be done, and a requirement not to do anything includes a requirement to prevent that thing being done.
- e) **(including) including** and **includes** are not words of limitation.
- f) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning.
- g) **(singular)** the singular includes the plural and vice-versa.
- h) **(rules of construction)** neither this Constitution nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- i) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or

instruments issued under it.

- j) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia even if the obligation is to be performed elsewhere.
- k) **(writing)** a reference to a Notice, consent, request, approval or other communication under this Constitution or an agreement between the parties means a written Notice, request, consent, approval or agreement.
- l) **(replacement bodies)** a reference to a body (including an institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.
- m) **(month)** a reference to a month is a reference to a calendar month.
- n) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

2. ASSOCIATION'S NAME AND NATURE

2.1 Name of the Association

The name of the Association is Baulkham Hills Shire Netball Association Limited trading as Baulkham Hills Netball.

2.2 Nature of the Association

The Association is a public company limited by guarantee. The Association is a not for profit company.

2.3 Association Colours

The Association colours shall be predominately green and gold.

2.4 Registered Office

The registered office of the Association will be Lot 1, Wellgate Avenue, North Kellyville, New South Wales.

3 ASSOCIATION'S OBJECTS AND POWERS

3.3 Objects of the Association

The objects for which the Association is established are:

- a) To affiliate with and support Netball NSW or such other organisation as shall from time to time exist, for the promotion regulation and control of netball.
- b) To promote, encourage and control the game of netball.
- c) To promote institute regulate and control competition between affiliated clubs.
- d) To select and manage netball teams to represent the Association in matches against teams representing other local areas and Associations of New South Wales.
- e) To promote the economic and sporting success, strength and stability of the Association and each affiliated club.
- f) To strive for and maintain Government, commercial and public recognition of the Association as the authority for netball within our local area.
- g) To pursue, through itself or others, such commercial arrangements including sponsorship and marketing opportunities as are appropriate to further the objects of the Association.
- h) To act for it's members on all matters pertaining to the conduct of netball within

our local area, including all disciplinary, tribunal, appeal and grading matters, in accordance with our Constitution, policies and the Netball NSW Member Protection Policy.

- i) To formulate and implement appropriate policies including matters as arise from time to time as issues to be addressed in netball.
- j) The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association.
- k) To act for its Members in all matters pertaining to netball.
- l) To use and protect its intellectual property.
- m) To encourage and promote performance-enhancing drug free competition.
- n) To give, and where appropriate, seek recognition for players, officials and other individuals participating in netball in any capacity to obtain awards or public recognition.
- o) To do all such other things as are incidental or conducive to the attainment of the Objects of the Association.
- p) To establish and conduct education and training programs for the development of the sport.

3.4 Powers of the Association

Solely for the purpose of furthering the Objects, the Association has the legal capacity and powers of a company as set out in Section 124 of the Act.

4 INCOME AND PROPERTY

4.3 Application

The Association's income and property must be applied solely towards promoting the Association's Objects and the Association's income and property must not be applied for the profit or gain of its individual members.

4.4 No Distribution

Subject to clause 4.3, no part of the Association's income or property may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, fee or otherwise, to any of the Members or Executive.

4.5 Exception

- a) Clause 4.2 does not prohibit making a payment approved by the Executive:
- b) for out-of-pocket expenses incurred by an Executive in performing a duty as a Director of the Association;
- c) for a service rendered to the Association by an Executive in a professional or technical capacity, other than in the capacity as a Director of the Association, where:
- d) the provision of the service has the prior approval of the Executive; and
- e) the amount payable is not more than an amount which commercially would be reasonable payment for the service;
- f) in good faith to any Member for goods supplied in the ordinary and usual course of business;
- g) for interest on money borrowed from a Member at a rate not exceeding the lowest rate then being paid by the Association's bank on 30 day term deposits;
- h) of reasonable and proper rent for premises let by any Member to the Association;
- i) of salary or wages to any Member who is also an employee of the Association; or
- j) for the indemnification of, or payment of premiums on contracts of insurance for, any Director to the extent permitted by law and this Constitution.
- k) Representative Officials may receive a gratuity as approved by Council in the Annual

Budget.

- l) Executive may receive a gratuity, not exceeding \$1000 per Executive, as approved by Council at the last Council meeting prior to the Annual General Meeting.

5 LIABILITY OF MEMBERS

5.1 Liability of Members limited

The liability of the Members is limited.

6 GUARANTEE BY MEMBERS

6.1 Member undertaking

Every member of the Association undertakes to contribute to the assets of the Association if it is wound up during the time the member is a member or within one year afterwards for:

- a) Payment of the debts and liabilities of the Association contracted before the time at which the member ceases to be a member;
- b) the costs, charges and expenses of winding up;
- c) the adjustment of the rights of the contributories among themselves, such amount as may be required but not exceeding \$10 per member.

7 WINDING UP

7.1 Winding up or dissolution

If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same must not be paid to or distributed among the members but must be given or transferred to:

- a) A fund, authority or institution:
 - (i) having objects similar to the objects of the Association;
 - (ii) whose Constitution prohibits distributions or payments to its members and Directors (if any) to an extent at least as great as outlined in clause 4.

8 EFFECT AND ALTERING OF THIS CONSTITUTION

8.1 Contract effect

This Constitution will have effect as a contract:

- a) between the Association and each member;
- b) between the Association and each Director; and
- c) between a member and each other member, pursuant to which each member agrees to accept the provisions of this Constitution, and comply with those provisions, so far as they apply to that member.

8.2 Altering the Constitution

Notwithstanding any provisions contained in the Act no amendment will be made to this Constitution unless such amendment is first approved by special resolution requiring a majority of 3/4 of the members of the Council present and voting at an Extraordinary General Meeting.

The Constitution and policies will be reviewed annually. 21 days notice must be given, for any changes to the Constitution, in writing or electronically to each Director, the Secretary of each affiliated club and Life Members.

9 MEMBERSHIP

9.1 Deeming provisions

- a) The subscribers to the Memorandum of Association shall be first the members. In addition thereto, any person who shall apply for membership and whose application shall have been accepted shall be, subject to this Constitution, become and remain a member.
- b) All affiliated clubs who were affiliated clubs prior to the time of approval of this Constitution under the Act (**Previous Member Clubs**), will be deemed affiliated clubs from the time of approval of this Constitution under the Act, and will be entitled to all benefits conferred on them by the Association, whether directly or indirectly.
- c) All persons who were individual members of a previous affiliated club prior to the time of approval of this Constitution under the Act, will be deemed individual members of the Association from the time of approval of this Constitution under the Act, and will be entitled to a real benefit conferred on them by the Association, whether directly or indirectly.

9.2 Number of members

- a) The Association may not have less than 3 members at any time.
- b) The maximum number of members is unlimited.

9.3 Members

The members are:

- a) The affiliated clubs, which, subject to this Constitution, will be represented by their Delegates, in accordance with clause 13, who will have the right to attend and vote at General Meetings for and on behalf of their affiliated club;
- b) The individual members, who subject to this Constitution, may attend General Meetings as an Observer only;
- c) Life Members of the Association who shall also be members of an affiliated club in accordance with Clause 12.2, and who will have the right to attend and vote at General Meetings in their own right.
- d) Directors, as elected by the Council, who shall also be members of an affiliated club and who will have the right to attend and vote at General Meetings in their own right as an elected Director of the Association.

9.4 Applications for Membership as an Affiliated Club

- a) Every application for membership as an affiliated club must be:
 - (i) Made in writing to be approved by the Council at the Annual General Meeting prior to the Competition year;
 - (ii) Signed by the affiliated club representative and setting out the name and address of the affiliated club together with a copy of their Constitution or governing document.
 - (iii) Clubs should apply to the Association to register their club's name and colours before affiliation.
 - (iv) All affiliated clubs must forward a list of names, addresses and telephone numbers of the members of the affiliated club's executive committee and their delegates to Council immediately after their election.
 - (v) Affiliated clubs must nominate a Secretary, Registrar and Umpires Convenor.
- b) If the Council approves an application for membership as an affiliated club, the Secretary must, as soon as practicable, notify the applicant in writing of the approval.

- c) An affiliated club shall have the power to acquire and deal with property and funds in accordance with its' Constitution or governing document and independently of the Association.

9.5 Individual Membership Renewal

In order to remain members, individual members must:

- a) Renew their membership with their respective affiliated club annually for all registrations
- b) Premier League and Metro League Representative only - Renew their membership directly with the Association for all registrations where the member elects not to participate in any competition at the Association that year;
- c) Pay the annual fees from time to time prescribed by the Association (if any) to the Association for registrations as per Clause 9.5 b) or otherwise through their respective affiliated club;
- d) Any person admitted to membership shall thereupon be subject to the provisions of the Constitution in force from time to time.

9.6 Membership Fees

- a) The affiliated clubs must pay an annual membership fee prescribed by the council from time to time. Such fees must be paid in the accordance with clause 9.4 of this Constitution and paid to the Association upon invoice.
- b) The council may from time to time fix fees for each competition match or matches as the case may be.
- c) Fees for all membership categories for the following year's Winter Competition will be set at the Annual General Meeting.

10 DISCONTINUANCE OF MEMBERSHIP

10.1 When Membership ceases

A member will cease to be a member if:

- a) The member dies;
- b) The member ceases to satisfy all requirements for their respective category of membership;
- c) The member is expelled by the Executive in accordance with our policies and the Netball NSW Member Protection Policy;

10.2 Withdrawal of Affiliated Club

Any affiliated club may withdraw from membership of the Association by giving duly executed written notice of at least three calendar months to the Secretary.

10.3 Consequences of cessation of Membership

If an affiliated club ceases to be a member in accordance with this Constitution or the Act, the individual members of that affiliated club may cease or remain members to the extent (if any) and for such time (if any) as is determined by the Executive in its' sole discretion.

10.4 No claim against the Association

A member whose membership ceases does not have any claim against the Association or the Directors for damages or otherwise.

11 REGISTER OF MEMBERS

11.1 Register

- a) The Association will maintain a register of members as required by the Act.

12 LIFE MEMBERS

12.1 Appointment

- a) As per the BHN Volunteer Recognition Awards Policy.
- b) A candidate for election as a Life Member must be nominated by 2 members of Council at least 3 months before the meeting at which such nominations are to be considered.
- c) Election as a Life Member shall require an affirmative vote of at least 2/3 of the votes cast.
- d) Election of Life Members will be conducted in accordance with the BHN Election & Voting Policy.

12.2 Registration

Life Members must be registered with the Association annually, through their affiliated club, to be eligible to vote. For these registered Life Members, the non player's membership fee to Netball NSW will be paid by the Association.

13 DELEGATES

13.1 Appointment of Delegates

- a) Each affiliated club is entitled to appoint 2 delegates and 2 alternate delegates to attend and vote at meetings.
- b) All delegates must be at least 18 years of age and a registered member of the Association.
- c) A delegate should be appropriately empowered by the appointing affiliated club to consider, make decisions and vote at meetings of the Association.
- d) The Secretary of each affiliated club shall, before 15 December each year, forward to the Secretary of the Association a list giving names and contact details of 2 delegates and 2 alternate delegates for the following year.
- e) An affiliated club may remove any delegate and appoint an alternate person in their place by notice in writing to the Secretary of the Association given at least 72 hours before the meeting at which the substitute delegate is to attend.

14 GENERAL MEETINGS

14.1 Annual General Meeting

- a) To be eligible to vote at an Annual General Meeting, Executive members and affiliated Club delegate/s must have attend at least 3 of the 4 General Meetings immediately preceding the Annual General Meeting.
- b) An apology given by an affiliated club, or an Executive will not be counted as an attendance of the General Meetings referred to in clause 14.1 (a).
- c) The Annual General Meeting shall be held in November each year. The business of the Annual General Meeting shall be:
 - (i) confirmation of the minutes of the previous meeting;
the consideration and adoption of the Annual Report and Audited Balance Sheets;
 - (ii) appointment of an Auditor for the ensuing year;
 - (iii) election of Office Bearers;

- (iv) setting of fees for all membership categories for the subsequent year;
 - (v) such other business as the meeting thinks fit.
- d) At least 21 days' notice of the date of the Annual General meeting of the Association shall be given in writing or electronically to each Director, the Secretary of each affiliated club and Life Members. Such notice shall be accompanied by copies of the Annual Report and Balance Sheet and a list of nominations for Executive and standing committee positions.
- e) At the Annual General Meeting of the Association delegates representing 1/2 of Executive and 1/3 of the affiliated clubs shall constitute a quorum.
- f) All financial members of the Association may attend the Annual General Meeting of the Association but only members of the Council may vote.

14.2 Extraordinary General Meeting

The Executive may, as required, convene an Extraordinary General Meeting and Extraordinary General Meetings must also be convened on such requisition, or in default may be convened by such requisitionists, as provided by sections 249D, 249E, 249F and 249G of the Act.

14.3 General Meetings

- a) The Council shall hold at least 4 meetings in each year the first of which shall be held immediately following the Annual General Meeting in each year and the last of which shall be held no earlier than August in each year.
- b) A meeting of the Council shall be called by the Secretary
- at the direction of the President; or
 - on a requisition signed by not less than 1/4 of the members of the Council.

At each meeting of Council each delegate present shall sign an attendance book and shall state therein the affiliated club represented at the meeting. A delegate may represent only 1 affiliated club at any general meeting.

- c) At each meeting of Council, Life Members, Executive and observers present shall sign an attendance book.
- d) Participants to a general meeting attending via technology will be noted by the Chair as having attended via technology in the minutes of the meeting.
- e) Council members must be given at least 14 days written notice of General Meetings.
- f) All financial members of the Association may attend General Meetings of the Association but only members of the Council may vote.

14.4 Notice of General Meeting

- a) Meetings are to be held on the dates as set down in the Association's calendar each year.
- b) Subject to the provisions of the Act relating to special resolutions, at least 14 days' notice (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) must be given of any General Meeting.
- c) Any notice under clause 14 must specify:
- (i) the place, the day and the hour of meeting; and
 - (ii) in case of special business, the general nature of that business, to such persons as are, under this Constitution, entitled to receive such notices from the Association.
- d) Any notice under clause 14 must be given to:
- (i) the Secretary of affiliated clubs
 - (ii) each Life Member;
 - (iii) each Director;
- e) The members entitled to receive notice of some particular meeting may agree to a shorter notice period.
- f) Attendance at meetings is compulsory and a club not represented at any meeting may be liable to a fine as set by Council.

14.5 Entitlement to attend General Meetings

No affiliated club may be represented at, or take part in a General Meeting unless all monies then due and payable to the Association in accordance with this Constitution are paid.

14.6 Proceedings at General Meetings

- a) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member will not invalidate the proceedings at any meeting.
- b) A person's attendance at a General Meeting waives any objection that the person may have to:
 - (i) a failure to give notice, or the giving of a defective notice, of the meeting unless, at the beginning of the meeting, the person objects to the holding of the meeting; and
 - (ii) the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.
- c) The following business will be deemed special:
 - (i) all business that is transacted at an Extraordinary General Meeting; and
 - (ii) all business that is transacted at an Annual General Meeting, excluding:
 1. consideration of the accounts, balance-sheets, and the report of the Directors and Auditor prescribed by the Act;
 2. the appointment of the Auditor;
 3. setting of fees for all membership categories for the subsequent year;
 4. the election of Directors and;
 5. such other business as seen fit and notified.

14.7 Use of Technology for Meetings

- a) A General Meeting may be held at two or more venues using any technology permitted by the Corporations Act, including by holding Hybrid Meetings or Virtual
- b) Meetings, provided that it is consistent with the Act and it gives the Members as a whole a reasonable opportunity to participate.
- c) Written consent from the Executive for attendance via virtual technology is required prior to attendance. Members must submit such a request to the Executive no later than 72 hours prior to the meeting.

14.8 Conduct of Hybrid Meetings and Virtual Meetings

The following provisions apply to Hybrid Meetings and Virtual Meetings:

- a) All persons participating in a Virtual Meeting and those participating remotely in a Hybrid Meeting must be linked by Virtual Technology for the purpose of the Hybrid Meeting or Virtual Meeting and notice must be provided to the participants advising of the Virtual Technology that will be used to participate in the meeting;
- b) Each of the persons taking part in the Hybrid Meeting or Virtual Meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purpose of this Constitution to be present and in attendance at the meeting;
- c) At the commencement of the Hybrid Meeting or Virtual Meeting each person must announce his or her presence to all other persons taking part in the meeting;
- d) A person must not leave a Hybrid Meeting or Virtual Meeting by disconnecting his or her Virtual Technology unless that person has previously notified the Chairperson;

- e) A person may be presumed conclusively to have been present and to have formed part of a quorum at all times during a Hybrid Meeting or Virtual Meeting unless that person has previously notified the Chairperson of leaving the meeting;
- f) A minute of proceedings of a Hybrid Meeting or Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minutes are certified by the Chairperson as correct

14.9 Quorum

- a) Delegates representing 1/4 of the affiliated clubs and 1/2 of the Executive shall constitute a quorum. If no quorum is present 30 minutes after the time fixed for the commencement of the meeting it shall be adjourned to such time and place as the Chairperson of the meeting shall decide. The Secretary shall give members written notice thereof.
- b) No business may be transacted at any General Meeting, except the adjournment of a meeting, unless a quorum of members is present at the time when the meeting proceeds to business.
- c) If within 30 minutes from the time appointed for the meeting a quorum is not present, the meeting:
 - (i) if convened upon the requisition of members, must be dissolved; and
 - (ii) in any other case it must stand adjourned to a date and time to be notified by the Secretary and if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the members present will be a quorum.

14.10 Chairperson

The President shall be the Chairperson for all meetings. In his or her absence, the Vice President must preside. If at any meeting neither the Chairperson or the Vice President is present within 30 minutes after the time appointed for holding the meeting, the delegates present must choose an executive member to be Chairperson of the meeting.

14.11 Adjourned meetings

- a) The Chairperson may, with the consent of any meeting at which a quorum is present (and must if so directed by 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.
- b) When a meeting is adjourned for ten days or more, notice of the adjourned meeting must be given as in the case of an original meeting. Except as otherwise required, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- c) At any General Meeting a resolution put to the vote of the meeting will be decided on a show of hands, unless a secret ballot is demanded by at least 2 members present in person and eligible to vote.
- d) Unless a secret ballot is demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried, or carried unanimously or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Association, will be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
- d) If a secret ballot is duly demanded it must be taken in such manner as the Chairperson directs, and unless the meeting is adjourned the result of the secret ballot will be deemed to be the resolution of the meeting at which the secret ballot was demanded.
- e) A secret ballot demanded on a question of adjournment, must be taken forthwith. A secret

ballot demanded at a meeting on any other question will be taken at such time at that meeting as the Chairperson of the meeting directs.

14.12 Voting rights

Every delegate representing an affiliated club, a Life Member or a Executive will, subject to this Constitution, be entitled to one vote at General Meetings. In the case of an equality of votes the President or, in their absences the Chair Person, shall have the casting vote.

14.13 Decisions at General Meetings

Except as otherwise required by the Act, questions arising at a General Meeting must be decided by a majority of votes cast by the delegates of affiliated clubs, Life Members and Directors, at the meeting.

15 COUNCIL

15.1 Membership

The Council will consist of Life Members, the Executive and affiliated clubs.

15.2 Powers of Council

The Council shall be responsible for the execution of the objects of the Association and without in any way limiting this responsibility shall have power;

- a) To control and manage the affairs of the Association.
- b) To fix fees payable by members and to enforce payment thereof.
- c) To control the funds of the Association and for the purpose to open and operate banking accounts, to invest funds in any manner authorised by law for the investment of trust funds, to acquire real and personal property of all descriptions and to sell or otherwise dispose of it, to borrow money on behalf of the Association and to give security therefore, to enter into guarantees of indebtedness on behalf of affiliated clubs and generally carry out and attend to all such matters as shall be necessary for the proper management and control of the property of the Association.
- d) To consider applications for Club Affiliation.
- e) To prescribe the constitution and policies of the Association.
- f) To promote and control the playing of netball.
- g) To promote matches with other clubs and Associations through Netball NSW.
- h) To maintain affiliation with Netball NSW and to participate in the operation of that organisation.
- i) From time to time to make, amend and rescind the Constitution and policies.
- j) To appoint from among its members, sub-committees for any purpose whatsoever which from time to time are appropriate and to delegate to any such sub-committee such powers as required and from time to time revoke or alter any such appointment or delegation. Unless otherwise specified in the minutes of the Council appointing the sub-committee the quorum of all sub-committees shall consist of a majority of the members of such sub-committee.
- k) To appoint any delegate or delegates to represent the Association for any purpose with such powers as required.
- l)

16 DIRECTORS

16.1 Powers and Duties of Directors

- a) The Executive shall exercise the functions and powers of the Council between meetings of Council and its' decisions shall be subject to ratification by Council at its' next meeting.
- b) The Executive shall have the power to act in the best interest of the Association for any legal/financial proceedings by or against the Association.
- c) To appoint Patrons and cancel any such appointment.
- d) To delegate any of its' powers to committees consisting of such council members as it thinks fit and may from time to time revoke such delegation.
- e) The Executive can exercise any powers given to the Association under clause 15 of this Constitution.
- f) Without limiting clause 16.1(a), the Executive may exercise all the Association's powers
- g) to:
 - (i) borrow or otherwise raise money;
 - (ii) charge any property or business of the Association; and
 - (iii) issue debentures or give any other security for a debt, liability or obligation of the Association or of any other person.
- h) The Executive may decide how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed (as applicable) by or on behalf of the Association.
- i) The Executive may pay out of the Association's funds all expenses of the promotion, formation and registration of the Association and the vesting in it of the assets acquired by it.
- j) The Executive may:
 - (i) appoint or employ a person to be an officer, agent or attorney of the Association for the purposes, with the powers, discretions and duties (including powers, discretions and duties vested in or exercisable by the executive), for the period and on the conditions they deem appropriate;
 - (ii) authorise an officer, agent or attorney to delegate all or any of the powers, discretions and duties vested in the officer, agent or attorney; and
 - (iii) subject to any contract between the Association and the relevant officer, agent or attorney, remove or dismiss any officer, agent or attorney at any time, with or without cause.
- k) A power of attorney may contain any provisions for the protection and convenience of the attorney or persons dealing with the attorney that the Executive think fit.
- l) To engage appoint control remove discharge suspend and dismiss such Managers, Secretaries, Directors, Representatives, Agents and servants or other employees as it may from time to time deem appropriate and to determine the duties pay salary emoluments or other remunerations of such persons.
- m) To institute conduct compound or abandon any legal proceedings by or against the
- n) Association or its' Executive or otherwise concerning the affairs of the Association and also to compound or allow reasonable time payment and satisfaction of any debts due to and any claims or demands by or against the Association to arbitration and to on serve and perform the award.
- o) To determine who shall be entitled to sign or endorse on the Association's behalf contracts receipts acceptances cheques bills of exchange promissory notes and other documents or instruments.
- p) To take disciplinary action pursuant to our policies and the Netball NSW Member Protection Policy against a member

16.2 Executive Positions

- a) The Executive will consist of:
 - President
 - Vice President
 - Secretary
 - Treasurer
 - Registrar
 - Assistant Registrar
 - Umpires Convenor
 - Assistant Umpires Convenor
 - Senior Representative Convenor
 - Junior Representative Convenor
 - Coaching Convenor
 - Media and Promotions Officer
 - Special Events Coordinator
- b) The ballot for election of Office Bearers to form the Executive shall take place at the conclusion of the Annual General Meeting to be held in November each year.
- c) A person may only hold one position on the Executive Committee. If there is a vacancy a call for nominations will be made. If any position remains unfilled, other Executive may be co-opted to fulfil the duties of this role until it is able to be filled. If so, that Executive member does not have any additional voting rights.

16.3 Qualifications of Executive

Subject to the provisions of clause 16:

- a) All Directors must be registered members of an affiliated club;
- b) All Directors must be at least 18 years of age;
- c) Directors must not be a direct employee of the Association;
- d) All Directors must have a Director ID as required by ASIC.

16.4 Term of Executive

All Directors elected by the Members of the Council will hold office for a term of 1 year. The term will commence at the conclusion of the Annual General Meeting in which they are elected through to the conclusion of the following Annual General Meeting.

16.5 Election at Annual General Meetings

- a) The Returning Officer must, by 21 days written notice, advise members through the office, of an election of Executive, with all elections to be declared at the Annual General Meeting by the Returning Officer.
- b) Nominations for election signed by 2 members and with written consent of the nominee and the nominee's club, shall be lodged with the Returning Officer no later than 30th September each year. Electronic signatures will be accepted. A pdf copy forwarded to the office is acceptable.
- c) Existing office bearers shall be eligible for re-election.
- d) At no time shall more than 3 members of the Executive be members of any 1 affiliated club, either primary or secondary registration.

16.6 Casual vacancy of Executive

Any casual vacancy during the term of office may be filled by election of the Director from the Council and will require the Secretary to call for nominations. Nominations will close 7 days prior to the next Council Meeting. If the position is not filled, a re-call for nominations will open at the conclusion of that meeting. Any Director filling such a

vacancy will hold office until the conclusion of the following Annual General Meeting after their election.

16.7 Remuneration of Executive

No Director shall be entitled to receive any remuneration for services subject to the exceptions noted in clause 4.2 and clause 4.3.

16.8 Executive meetings

Executive meetings may be held at such time and place as the Executive may from time to time determine.

16.9 Executive entitled to vote

Subject to clause 16.10(a), all Directors are entitled to vote at Executive Meetings.

16.10 Interested Executive

- a) A Director who has a material personal interest in a matter that is being considered at an Executive meeting, unless the Directors voting on the matter are satisfied that the interest should not so disqualify the Director, must not:
 - (i) vote on the matter;
 - (ii) be counted in the quorum of Executive while the matter is being considered at the meeting; or
 - (iii) be present while the matter is being considered at the meeting.
- b) If a Director gains a personal interest in a contract or arrangement which the Association has already entered into, the Director must declare that interest in accordance with clause 16.10(c).
- c) A Director who is in any matter, whether directly or indirectly, interested in a matter in which the Association has an interest, or a proposed interest, must declare that interest at the first meeting of the Executive after he or she becomes aware of the interest, by providing written notice which accurately states the nature and extent of the Director's interest, whether that interest is a relationship or association with a specified person, the
- d) holding of any office, or being a member, shareholder or partner of a specified firm, corporation or other entity, or the holding of any property or investment, whether directly or indirectly, which may create duties or interests in conflict with the duties or interests of that person as a Director of the Association.
- e) A Director may not execute any document as a Director of the Association if that document relates to a contract or arrangement in which the Director has an interest and which required disclosure in accordance with this clause 16.10.

16.11 Number of Executive below necessary quorum

The Executive may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by this Constitution as the necessary quorum of Executive, the Executive may act for the purpose of increasing the number of Executive to that number, but for no other purpose.

16.12 Acts done by disqualified Executive

All acts done by any meeting of the Executive or by any person acting as a Director, will, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

16.13 Director deemed to have vacated office

A Director will be deemed to have vacated the office of Executive if the Executive Member:

- a) Dies;
- b) Resigns office by notice in writing addressed to the Executive;
- c) Becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under a law relating to mental health; or
- d) Is absent from 3 consecutive Council and/or Executive Meetings without leave of the Executive;
- e) Becomes prohibited from being a director of a company by reason of any provision of the Act;
- f) Ceases to be a member of an affiliated club;
- g) Is directly or indirectly interested within the meaning of the Act in any contract with the Association or participated in any profits of any contract with the Association provided that a Director will not be deemed to have vacated office if the Director has declared the nature of the interest in the manner required by clause 16.10(c) and sections 192 and 193 of the Act and the Executive is satisfied that the interest should not disqualify the Executive.

16.14 Valid resolution

No act or resolution of the Executive will be invalidated by reason of the existence of any vacancy or vacancies among the Executive.

17 SECRETARY

17.1 Minutes

- a) The Secretary must cause minutes of all meetings, including all sub-committees specified in clause 18.2 to be promptly circulated to all or, where appropriate, relevant Directors for their information.
- b) In complying with clause 17.1 the Secretary may, with the consent of the Executive, delegate the role of drafting minutes of meetings to another person.

18 PROCEEDINGS OF EXECUTIVE MEETINGS

18.1 Quorum

- a) The Executive may meet together for the despatch of business, adjourn or otherwise regulate their meetings and proceedings as they think fit. The quorum necessary for the transaction of business will not be less than 1/2 of the elected Directors eligible to vote.
- b) If the number of Directors in office at any time is not sufficient to constitute a quorum at an Executive Meeting, or is less than the minimum number of Directors fixed under this Constitution, the remaining Directors must act as soon as possible to:
 - (i) increase the number of Directors to a number sufficient to constitute a quorum and to satisfy the minimum number of Directors required under this Constitution;
 - (ii) convene a General Meeting of the Association for that purpose; and until that has happened, may only act if, and to the extent that, there is an emergency requiring them to act.

18.2 Notice of meeting

- a) Notice of an Executive Meeting must be given to each Director other than a Director who is on a leave of absence approved by the Executive.
- b) A notice of an Executive Meeting:
 - (i) must specify the time and place of the meeting;

- (ii) must state the nature of the business to be transacted at the meeting;
 - (iii) must be given at least 48 hours before the meeting; and
 - (iv) may be given in person or by post, telephone, electronic means.
- c) A Director may waive notice of an Executive Meeting by notifying the Association to that effect in person or by post, telephone, electronic means.
- d) The non-receipt of notice of an Executive Meeting by, or a failure to give notice of an Executive Meeting to, a Director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
- (i) the non-receipt or failure occurred by accident or error;
 - (ii) before or after the meeting, the Executive:
 1. waived or waives notice of that meeting under clause 18.2(c); or
 2. has notified or notifies the Association of his or her agreement to that act, matter, thing or resolution personally or by post, telephone, electronic means; or
 3. the Director attended the meeting.
- e) Attendance by a Director at an Executive Meeting waives any objection which that Director may have had arising from a failure to give notice to him or her of the meeting.

18.3 Chairperson

The President shall be the Chairperson for all meetings. In his or her absence, the Vice President must preside. If at any meeting neither the Chairperson nor the Vice President is present within thirty minutes after the time appointed for holding the meeting, the Executive present must choose one of their number to be Chairperson of the meeting.

18.4 Questions decided by majority

Questions arising at any meeting duly convened at which a quorum is present, will be decided by a majority of the votes of the Directors present. In the case of an equality of votes the President shall in addition have a casting vote.

18.5 Special meeting

Upon the written requisition of any 4 Directors, the Chairperson, or Deputy Chairperson, or in their absence, the Secretary must convene a special Executive Meeting to be held within fourteen days after the receipt of the requisition. The written requisition must set forth the objects for which the meeting is required.

18.6 Authorities, powers and discretions

An Executive Meeting for the time being at which a quorum is present will be competent to exercise all or any of the authorities, powers and discretions by or under the rules of the Association for the time being vested in or exercisable by the Executive generally.

18.7 Delegation

The Executive may delegate any of its powers to committees consisting of registered members as they think fit and may from time to time revoke such delegation. Any committee so formed must in the exercise of the powers so delegated conform to any rules that may from time to time be imposed upon it by the Executive. The meetings and proceedings of any such committee will be governed by this Constitution regarding regulation of the meetings and proceedings of the Executive so far as those are applicable and are not superseded by any rule made by the Executive under this clause.

18.8 Acts stand despite defect in appointment

All acts done at any Executive Meeting or by any person acting as a Director will, notwithstanding if it is afterwards discovered that there was some defect in the

appointment of such Director or persons acting or that any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be an Executive.

18.9 Minutes

The Executive will cause minutes to be duly recorded for the purpose of all resolutions and proceedings of the Association and of Executive Meetings and of committees and of all appointments of officers made by the Executive and such minutes must be signed by the Chairperson of the meeting at the next ensuing meeting and upon same being signed will be receivable as prima facie evidence of the matters stated in such minutes.

19 COMMON SEAL

19.1 Common seal

- a) The Executive may procure a common seal for the Association and if adopted, must provide for the safe custody of any seal which must not be used except by the authority of the Executive or and in the presence of 2 Directors who must sign every instrument to which the seal is affixed and every such instrument may be countersigned by 1 other Director or some other person appointed by the Executive if required.
- b) Nothing in this Clause 19 in any way limits the ability of the Association to execute documents in accordance with the Act.

20 AUTHENTICATION OF DEEDS AND DOCUMENTS

20.1 Authentication of deeds and documents

- a) All deeds executed on behalf of the Association may so far as they are within the powers and authorities of the Executive be in such form and contain such powers, provisos, conditions, covenants, clauses and agreements as the Executive deem appropriate.
- b) All bills of exchange, promissory notes or other negotiable instruments will be accepted, made, drawn or endorsed for and on behalf of the Association and all cheques or orders for payment must be signed on behalf of the Association by such persons as may be appointed by the Executive.
- c) Cheques or other negotiable instruments paid to the Association's bankers for collection and requiring the endorsement of the Association may be endorsed on its' behalf in such manner as the Executive may from time to time direct. All moneys belonging to the Association will be paid to such bankers or others as the Executive will from time to time inwriting or by resolution of the Executive appoint and all receipts for money paid to the Association will be signed by such officers as the Executive may appoint for that purpose and such receipt will be an effectual discharge for the money therein stated to be received.
- d) All guarantees given at any time by the Association must be executed under the seal of the Association or as otherwise permitted by the Act.

20.2 Document with common Seal binding on the Association

Any instrument issued for valuable consideration and executed in accordance with the Act will be binding on the Association notwithstanding any irregularity touching the authority of the Executive to issue it.

21 COMMITTEES, PANELS AND TRIBUNALS

21.1 Appointment

- a) The Executive may from time to time appoint committees, panels and tribunals to carry out

- such duties and functions and to exercise such powers as the Executive determines.
- b) Such committees, panels and tribunals may consist of members of council and/or Directors of the Association and others who may be co-opted for the purpose to give advice.
 - c) The Executive may disband a committee, panel or tribunal as required.

21.2 Delegation of powers

The Executive may at their discretion delegate to any committee, panel or tribunal such of their powers as they are not expressly prohibited from delegating for such time and subject to such conditions and restrictions as they may think expedient, and either collaterally with or to the exclusion of the powers of the Executive in that behalf, and may at any time revoke or vary any of such delegated powers.

21.3 Procedures for meetings

The procedures for any committee, panel or tribunal meetings will, subject to any necessary or incidental amendments, be the same as that applicable to Executive meetings under clause 18.2 and clause 18.3. The quorum for committee, panel and tribunal meetings will be determined by the committee/panel/tribunal, but will be no less than the majority of the total number of committee/panel/tribunal members.

22 ACCOUNTS

22.1 Accounts to be kept

The Executive must cause true accounts to be kept of the sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place and of the assets, credits and liabilities of the Association, and of all sales and purchases of goods and services by the Association.

22.2 Accounts storage

The accounts will be kept at the registered Office of the Association or at such other place or places as the Executive deem appropriate.

22.3 Balance sheet and income and expenditure account

- a) A balance-sheet and an income and expenditure account must be made out once at least in every calendar year and tabled at an Annual General Meeting, made up to a date not earlier than the date of the meeting at which they are tabled by more than 6 months. The balance-sheet must be accompanied by a report to the members upon the general state of the Association's affairs and such other reports as may be required by the Act.
- b) Written reports on Profit and Loss of the Association and the financial situation will be given at each Council Meeting.

22.4 Service of accounts

A copy of the accounts, balance-sheet and report must, 21 clear days previous to the Annual General Meeting at which they are tabled, be served on every Director, Life Member and Secretary of each affiliated club entitled to receive notices of Annual General Meetings in the manner in which notices are directed to be served.

22.5 Accounts and books open to inspection

The accounts of the Association must be open to the inspection of the members of the Executive and members of the Council upon request to the extent required by the Act.

22.6 Audit of accounts

- a) Once at least in every year the accounts of the Association must be examined and the correctness of the balance-sheet ascertained by a registered company auditor.
- b) The Association is only obliged to comply with the minimum requirements (if any) imposed

on the Association by the Act in relation to the preparation of financial reports and the reporting of the financial affairs of the Association.

22.7 Auditor

Auditors shall be appointed by council at the Annual General Meeting each year and their duties regulated in accordance with the provision of the Act.

22.8 Maintenance of records

The Association must retain its records for the period required by law.

22.9 The Financial Year of the Association

The financial year of the Association shall commence on 1st July and conclude on 30th June in the following year.

23 NOTICES

23.1 Service of Notice

A notice will be served by the Association upon any member by:

- a) Delivering it to the member personally;
- b) Sending it to the member's electronic address, if the member has nominated one to the Association for receipt of notices; or
- c) Posting by pre-paid post to the Member's registered place of address.

23.2 Omission of Notice

The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member will not invalidate the proceedings at any time.

23.3 Signature

The signature to any notice to be given by the Association may be written or printed.

23.4 Day of service

Where a given number of days' notice or notice extending over any other period is required to be given the day of service will unless it is otherwise provided be counted in such number of days or other period.

24 INDEMNITY

24.1 Indemnity

- a) This clause 24 applies to any person who is, or has been, a Director, Secretary or other officer of the Association.
- b) The Association must indemnify to the fullest extent permitted by law the persons referred to in clause 24.1(a) (Indemnified Persons) against, and it will be the duty of the Directors out of the funds of the Association to pay all costs, losses and expenses including travelling expenses which any indemnified person may incur or become liable to by reason of any contract entered into or act or thing done by him or her in their capacity as an officer of the Association or in any way in the discharge of his or her duties and all such persons will also be indemnified out of the funds of the Association against all liability incurred by him or her in defending any proceedings whether civil or criminal in which judgment is given in his or her favour or in which he or she is acquitted.
- c) The indemnity granted is a continuing obligation and is enforceable by an indemnified person even though that person has ceased to be connected with, or hold a position in, the Association, but only operates to the extent that the cost, loss or liability is not covered by

insurance.

- d) The Association may, to the extent permitted by law:
 - (i) purchase and maintain insurance; or
 - (ii) pay or agree to pay a premium for insurance, for any indemnified person against any liability insured by the indemnified person as an officer of the Association including a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.
- e) Nothing in this clause 24:
 - (i) affects any other right or remedy that an indemnified person may have in respect of any cost, loss or liability referred to in this clause 24; or
 - (ii) limits the capacity of the Association to indemnify or provide insurance for any indemnified person.

25 CONFIDENTIALITY

25.1 Maintain confidentiality

All Directors and members must maintain the confidentiality of Association information and must not disclose any Association information to any person except:

- a) With the prior written consent of the Executive;
- b) To the Executive, the Association's employees and the professional advisors of the
- c) Association;
- d) If applicable, as required by law, after first consulting the Executive about the form and content of the disclosure; and
- e) To Netball NSW but only to the extent those disclosures are required by policies agreed between the Association and Netball NSW from time to time.

26 APPLICATION OF THE ACT

26.1 Special meanings in the Act apply

An expression used in a particular part or division of the Act that is given by that part or division a special meaning for the purposes of that part or division has, in any of part this Constitution that deals with a matter dealt with by that part or division, the same meaning as in that part or division, unless the contrary intention appears in this Constitution.

26.2 Replaceable clauses displaced

- a) The provisions of this Constitution displace each provision of a section of the Act that applies (or would apply but for this clause 26.2) to the Association.
- b) The replaceable clauses do not apply to the Association except those which operate as mandatory rules for companies of the same type as the Association under the Act.