



# Constitution

of

## Wodonga Little Athletics Centre Incorporated

A0092491K

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[www.landersonline.com.au](http://www.landersonline.com.au)

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**CONSTITUTION**  
**of**  
**WODONGA LITTLE ATHLETICS CENTRE INC**  
**Registration Number: A0092491K**

**PART I – OBJECTS, POWERS AND INTERPRETATION**

**1. NAME**

The name of the incorporated association is Wodonga Little Athletics Centre Inc.

**2. OBJECTS OF CENTRE**

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

- a) Be an affiliated Centre of LAVic and by being so, be part of a uniform entity through and by which Little Athletics in Victoria can be encouraged, conducted, promoted and administered;
- b) Promote recreational, social and community activities in the Centre Area with emphasis on family involvement;
- c) Encourage and assist local communities in the Centre Area to organise and conduct athletic competition and/or skill related activities for children;
- d) Promote and encourage Little Athletics within the Centre Area and the conduct of competition as an affiliated Centre of LAVic;
- e) Adopt and accept the rules of LAVic, LAA and the IAAF and abide by the interpretation of such rules, with such variations as are approved from time to time by LAVic;
- f) Assist the development of athletics in the Centre Area;
- g) Affiliate and otherwise liaise with LAVic, youth organisations and such other bodies as may be desirable, in the pursuit of these Objects;
- h) Establish Clubs in the Centre Area;
- i) Act for, and represent the interests of, it's Members in all matters pertaining to Little Athletics;
- j) Control, manage and conduct Little Athletics competitions at Centre Area level;
- k) Select and manage Little Athletics teams to represent the Centre in LAVic competitions;
- l) Encourage, conduct, promote, and administer Little Athletics throughout the Centre Area, through and by the Members for the mutual and collective benefit of the Members and Little Athletics;
- m) Act in good faith and loyalty to ensure the maintenance and enhancement of the Centre, LAVic and Little Athletics, its standards, quality and reputation for the collective and mutual benefit of the Members and Little Athletics;
- n) Operate with, and promote mutual trust and confidence between the Centre, LAVic and the Members in pursuit of these Objects;
- o) At all times to act on behalf of, and in the interests of, the Members and Little Athletics;

- p) Promote the economic and sporting success, strength and stability of the Centre and the Members and to act interdependently with each Member in pursuit of these Objects;
- q) Encourage, conduct, promote, advance and govern Little Athletics in the Centre Area;
- r) Apply the property and capacity of the Centre towards the fulfilment and achievement of these Objects;
- s) Use and protect the Centre's Intellectual Property;
- t) Purchase, take on, lease or in exchange or otherwise acquire any lands, building or property, real or personal, which may be requisite for these Objects or conveniently used in connection with any of its Objects and to sell, demise mortgage, give in exchange or dispose of the same;
- u) Pursue through its self or others, such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further these Objects;
- v) Conduct research and training projects in the interests of the Members present and future;
- w) Promote, market and turn to account sports equipment for Little Athletics;
- x) Not espouse the cause of any political party or religious beliefs and not in any way place limitations (other than age) upon children entitled to benefit from membership of the Centre;
- y) Strive for and maintain government, commercial and public recognition of the Centre as the authority for Little Athletics in the Centre Area;
- z) Promulgate and secure uniformity in such rules and standards as may be necessary for the management of Little Athletics, Little Athletics competitions and related activities, including but not limited to the rules and coaching standards;
- aa) Further develop the Centre and Little Athletics into an organised institution and having regard to these Objects and in conjunction with the Members, foster, regulate, organise, conduct and manage Little Athletics tournaments, competitions, events, displays and other activities in the Centre Area;
- bb) Promote the health and safety of athletes, officials and other individuals participating in Little Athletics in any capacity;
- cc) Subject to the LAVic constitution, act as arbiter on all matters pertaining to the conduct of Little Athletics in the Centre Area, including disciplinary matters;
- dd) Establish and conduct education and training programs for participants, coaches and officials in the implementation and interpretation of Little Athletics rules and standards;
- ee) Adopt and implement appropriate policies, including policies in relation to member protection, equal opportunity, equity, drugs in sport, health, safety, infectious diseases and such other matters as arise from time to time as issues to be addressed in Little Athletics;
- ff) Have regard to the public interest in its operation;
- gg) Encourage and promote competition free from performance-enhancing drugs;
- hh) Give, and where appropriate, seek recognition for athletes, officials and other individuals participating in Little Athletics in any capacity to obtain awards or public recognition; and

- ii) Undertake and or do all things or activities which are necessary, incidental or conducive to the advancement of these Objects or any of them.

### 3. POWERS OF CENTRE

Solely for furthering the Objects the Centre has all the rights, powers and privileges conferred on it under the Act, in particular section 30.

### 4. INTERPRETATION AND DEFINITIONS

#### 4.1 Definitions

In this Constitution, unless the contrary intention appears:

"Act" means the *Associations Incorporation Reform Act 2012* (Vic).

"Affiliated Centre" means a Little Athletics Centre recognised by LAVic as a Member under **rule 6** of the LAVic constitution and which is responsible for administering Little Athletics competitions and Clubs within a geographic area.

"Affiliation Year" means the period which commences on 1 October of any year and concludes on 30 September the following year.

"Annual General Meeting" means a meeting of Members convened in accordance with **rule 11**.

"Annual Subscriptions" means the annual fees payable by each category of Member as determined by the Centre Executive under **rule 7(b)**.

"Centre Executive" means the body consisting of the Directors under **rule 16.2**.

"Centre" means the Wodonga Little Athletics Centre Incorporated.

"Centre Area" means the geographic area in which the Centre operates and which is determined by LAVic from time to time.

"Committee" means any committee of the Centre Executive created under **rule 20** from time to time and it includes any Standing Committees.

"Competitive Member" means those children who are 5 years of age or older and who are 16 years of age or younger (including those children who turn 16 during the Affiliation Year) at the commencement of any Affiliation Year and who are registered with the Centre (either directly or through a Club) and participate in Little Athletics and/or skill related activities organised and conducted by the Centre. For the avoidance of doubt, a child may be registered as a Competitive Member during the Affiliation Year upon attaining 5 years of age.

"Constitution" means this constitution of the Centre as amended from time to time.

"Delegate" means a representative of the Centre appointed by the Centre to represent the Centre at meetings of LAVic.

"Director" means a member of the Centre Executive and includes the Elected Directors..

"Elected Director" means a Director elected under **rule 17**.

"Financial Year" means the period which commences on 1<sup>st</sup> April of any year and concludes on 31<sup>st</sup> March the following year.

"General Meeting" means an Annual General Meeting together with any meeting of Members convened in accordance with **rule 12**.

"Honorary Member" means an individual appointed as such under **rule 6.5**.

"IAAF" means the International Association of Athletics Federations, the international governing body for athletics, including Little Athletics, or its successors.

"Intellectual Property" means all rights subsisting in copyright, trade names, trademarks, logos, designs, equipment, images (including photographs, videos or films) or service marks (whether registered or not) relating to the Centre or activity conducted, promoted or administered by the Centre.

"Little Athletics" means the sport of athletics for children between the ages of 5 and 16 years which is governed by LAVic, LAA and the IAAF.

"LAA" means Australian Little Athletics Incorporated, the governing body for Little Athletics in Australia, or its successor.

"LAVic" means the Little Athletics Association of Victoria Incorporated, the governing body for Little Athletics in Victoria, or its successor.

"LAVic constitution" means the Constitution and Regulations of LAVic as amended from time to time.

"Member" means any Ordinary Member, Honorary Member or such other person recognized as a Member by the Centre Executive under **rule 6** from time to time.

"Objects" means the objects of the Centre under **rule 2**.

"Ordinary Member" means any person, not being a Competitive Member, who meets the criteria for membership as an "Ordinary Member" which are set out in the LAVic constitution from time to time. Such persons will generally be parents of Competitive Members, officials of Little Athletic events, directors and officers.

"President" means the President of the Centre appointed in accordance with **rule 17** from time to time.

"Register" means the register of Members kept in accordance with **rule 8.1**.

"Regulations" means any regulations made by the Centre Executive under **rule 31**.

"Secretary" means the Secretary of the Centre appointed in accordance with **rule 16.2**.

"Special Resolution" has the same meaning as set out in the Act.

## **4.2 Interpretation**

In this Constitution:

A reference to a function includes a reference to a power, authority and duty;

- a) A reference to a rule, regulation, schedule or annexure is to a rule, regulation, schedule or annexure of, or made under, this Constitution;
- b) A reference to the exercise of a function includes where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- c) Words importing the singular include the plural and vice versa;



- d) Words importing any gender include the other genders;
- e) Headings are for convenience only and shall not be used for interpretation;
- f) Words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;
- g) References to persons include natural persons, corporations and bodies politic;
- h) References to a person include the legal personal representatives, successors and permitted assigns of that person;
- 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); and
- j) Expressions referring 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 electronic mail.

#### **4.3 Enforceability**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision shall be read down for the purpose of that jurisdiction, if possible, so it is valid and enforceable. If it cannot be so read down the provision shall be severed to the extent of the invalidity or unenforceability. The remaining provisions of this Constitution and its validity or enforceability shall not be affected by the severance in any other jurisdiction.

#### **4.4 Expressions in 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.

#### **4.5 Sole Purpose**

The Centre is established solely for the Objects.

#### **4.6 Model Rules**

The model rules under the Act are expressly displaced by this Constitution.

### **5. REGISTERED ADDRESS**

The registered address of the Centre shall be at such place as determined by the Centre Executive from time to time.

## **PART II - MEMBERSHIP**

### **6. MEMBERSHIP OF CENTRE**

#### **6.1 Categories of Member**

The Members shall be, and shall be divided into, the following categories:

- a) Competitive Members, who do not have a right to be present or debate or vote at General Meetings;
- b) Ordinary Members, who shall have the right to be present, debate and vote at General Meetings;
- c) Honorary Members, who shall have the right to be present and to debate at General Meetings, but do not have voting rights at General Meetings (unless also an Ordinary Member); and
- d) Such other category or categories of members as determined by the Centre Executive from time to time.

#### **6.2 Creation of New Categories of Membership**

The Centre Executive has the right and power from time to time to create new categories of membership with such rights (other than voting rights), privileges and obligations as are determined applicable, even if the effect of creating a new category is to alter rights, privileges or obligations of an existing category of Members. No new category of membership may be granted voting rights. The Centre Executive shall advise the Members of the new categories and the associated rights.

#### **6.3 The Centre as an Affiliated Centre**

- a) Subject to the LAVic constitution, the Centre is recognised by LAVic under the LAVic constitution as an Affiliated Centre.
- b) Subject to the LAVic constitution, the Centre shall be incorporated and shall administer the sport of Little Athletics in the Centre Area.
- c) The boundaries of the Centre Area shall be those as decided by LAVic from time to time.

#### **6.4 Application for Membership – Competitive Member and Ordinary Member**

- a) To be eligible for membership as a Competitive Member or an Ordinary Member, the applicant must be a natural person and meet any other criteria set by LAVic from time to time.
- b) Subject to the LAVic constitution or any other procedures set by LAVic from time to time, an application for membership by a natural person must be:
  - (i) In writing in the form prescribed by LAVic from time to time;
  - (ii) Accompanied by the appropriate fee or fees, if any; and
  - (iii) Lodged with LAVic (either directly or through the Centre).
- c) If a person satisfies the criteria set by LAVic, they shall be deemed a Competitive Member or an Ordinary Member (as applicable), subject always to this Constitution and the LAVic constitution.
- d) LAVic may, in its discretion, determine whether to approve or decline the application.
- e) If LAVic does not approve an application for membership, LAVic shall, as soon as practicable, notify the applicant in writing that its application for membership is not approved. LAVic is not required to give reasons for its decision.

- f) An applicant may only apply for membership once in any Affiliation Year.

### **6.5 Honorary Members**

Individuals may be appointed as Honorary Members of the Centre in recognition of services rendered to the Centre. Nominations for Honorary Membership should be lodged with the Centre Executive and they will be determined by the procedure set out in the Regulations from time to time.

### **6.6 Delegate**

- a) The Centre shall advise LAVic at least 7 days prior to any LAVic meeting who its Delegate will be.
- b) The Centre may appoint up to 2 Delegates.
- c) Subject to the LAVic constitution, the Delegate(s) of the Centre:
  - i. Will each be eligible to vote on behalf of the Centre at meetings of LAVic; and
  - ii. 1 of them only (if there are 2 Delegates) will be eligible to vote on behalf of the Centre on any postal ballot (including, but not limited to, election of LAVic elected directors).
- d) If the Centre fails to provide the required notification to LAVic, the President and Secretary of the Centre shall be deemed to be the Delegates.
- e) If the Centre's Delegate(s) is unable to attend a LAVic meeting, the Centre may notify LAVic in writing not less than 48 hours before that meeting of its appointment of an alternate Delegate. Such appointment is valid for that meeting only and, in any case, it is only valid if it is completed on the form prescribed for that purpose and meets any other criteria set out in the form. Forms cannot be accepted by LAVic within 48 hours of the relevant LAVic meeting.
- f) The Centre must notify LAVic in writing whenever a Delegate is replaced on the form (if any) prescribed for that purpose. LAVic shall record any change in Delegate. Subject to the LAVic constitution, the replacement Delegate shall be entitled to exercise the rights of a Delegate under the LAVic constitution immediately upon notification to LAVic.
- g) The Centre's Delegate shall comply with the directions given by a resolution of the Centre, including in respect of voting and, if required by the Centre Executive, shall provide to the Centre Executive evidence of such compliance.

### **6.7 Effect of Membership**

- a) Members acknowledge and agree that:
  - i. This Constitution constitutes a contract between each of them and the Centre and that they are bound by this Constitution and the Regulations;
  - ii. They shall comply with and observe this Constitution and the Regulations;
  - iii. By submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Centre;
  - iv. This Constitution and Regulations are necessary and reasonable for promoting the Objects; and
  - v. They are entitled to all benefits, advantages, privileges and services of their membership as determined by the Centre Executive.
- b) Members may by virtue of membership of the Centre and subject to this Constitution:
  - i. Express in writing or otherwise their views and opinions in any meeting in respect of which they are entitled to participate in accordance with this Constitution;
  - ii. Make proposals or submissions to the Centre Executive;

- iii. Engage and participate in any activity approved, sponsored or recognised by the Centre; and
- iv. Conduct any activity approved by the Centre.
- c) A right, privilege or obligation of a person by reason of their membership of the Centre:
  - i. **Is not capable of being transferred or transmitted to another person; and**
  - ii. Terminates upon the cessation of membership whether by death, resignation or otherwise.

#### **6.8 Renewal of membership**

All Members, must reapply for membership each Affiliation Year through the procedure set out in the LAVic Constitution or by LAVic from time to time. LAVic is not obliged to accept any membership renewal made under this Constitution and may accept or reject a membership renewal application. If it rejects an application the BOM is not obliged to give reasons for its decisions.

### **7. SUBSCRIPTIONS AND FEES**

- a) The Annual Subscriptions payable to LAVic by Members or categories of Members, the benefits which apply, the time for, and manner of payment, shall be determined by the LAVic Board of Management
- b) The Annual Subscriptions payable by Members or categories of Members to the Centre, the benefits which apply, the time for, and manner of payment, shall be determined by the Centre Executive.
- c) Any other fees payable by Members or categories of Members to the Centre shall be set out in the Regulations.

### **8. REGISTERS**

#### **8.1 Secretary to Keep Register of Members**

The Secretary shall keep and maintain a Register in which shall be entered (as a minimum):

- a) the full name and address of each Member;
- b) the category of membership of each Member;
- c) the date on which each Member became a Member;
- d) whether each Member has voting rights;
- e) any other information determined by the Centre Executive;
- f) for each former Member, the date of ceasing to be a Member; and
- g) the full name, address and date of entry of the name of each Director, Delegate and Committee Member.

Members shall provide notice of any change and required details to the Centre within 1 month of such change. Such register shall be available for inspection (including copying) by LAVic, upon reasonable request.

#### **8.2 Inspection of Register**

Inspection of the Register will only be available as required by the Act and in accordance with **rule 30**.

#### **8.3 Use of Register**

Subject to confidentiality considerations and privacy laws, the Register may be used by the Centre to further the Objects, as the Centre Executive in consultation with LAVic considers appropriate.

## 9. RESIGNATION OF MEMBERS

### 9.1 Notice of Resignation

- a) Any Member who has paid all monies due and payable to the Centre may resign from the Centre by giving 30 days' notice in writing to the Centre of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.

This does not apply for transfers to another Centre in the same financial year.

### 9.2 Resignation from LAVic

- a) The Centre may not resign from LAVic or wind up its activities:
- i. Without passing a Special Resolution to that effect;
  - ii. Providing LAVic with at least 7 days written notice of its intention to do so; or
  - iii. Unless LAVic recommends it after due investigation.
- b) Upon receiving such notice from the Centre or receiving the recommendation under **rule 9.2(a)(iii)**, LAVic may take any steps it deems necessary or appropriate to:
- i. Endeavour to retain the Centre as a member of LAVic (including, but not limited to, holding a meeting to attempt to reform the Centre); and/or
  - ii. Ensure the Centre's continued operation; and/or
  - iii. Obtain the property and records of the Centre for the benefit of Little Athletics.

The Centre must take all reasonable steps to assist LAVic under **rule 9.2(b)**.

### 9.3 Expiration of Notice Period

Upon the expiration of a notice given under **rule 9.1**, an entry, recording the date on which the Member who gave notice ceased to be a Member, shall be recorded in the Register.

### 9.4 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Centre and its property including Intellectual Property.

## 10. EXPULSION, SUSPENSION OR FINING OF MEMBERS

### 10.1 Centre Executive Resolution

Subject to this Constitution, the Centre Executive may by resolution:

- a) Expel a Member from the Centre; or
- b) Suspend a Member from membership of the Centre for a specified period; or
- c) Fine a Member (such amount not exceeding \$250); or
- d) Impose such other penalty, action or educative process as it sees fit;

If the Centre Executive considers that the Member has:

- e) Breached, failed, refused or neglected to comply with a provision of this Constitution or the Regulations;
- f) Acted in a manner unbecoming of a Member or prejudicial to the Objects and/or the interests of the Centre or another Member; or
- g) Brought themselves, the Centre, LAVic, Little Athletics or another Member into disrepute.

Such grounds do not constitute a grievance, and **rule 21** does not apply.

### **10.2 Notice of Alleged Breach**

- a) Where the Centre Executive considers that a Member may have satisfied one or more of the grounds in rules **10.1**,f) or g), the Centre Executive shall, as soon as practicable, serve on the Member a notice in writing:
- b) Setting out the alleged breach of the Member and the grounds on which it is based;
- c) Stating that the Member may address the Centre Executive at a meeting to be held not earlier than 14 and not later than 28 days after service of the notice;
- d) Stating the date, place and time of that meeting;
- e) Informing the Member that he, she or it may do one or more of the following:
  - i. Attend that meeting; and/or
  - ii. Before the date of that meeting, give the Centre a written statement regarding the alleged breach.

### **10.3 Determination of Centre Executive**

- a) At a meeting of the Centre Executive held in accordance with **rule 10.2**, the Centre Executive shall:
- b) Give the Member (either personally or through a representative who shall not be legally trained) every opportunity to be heard;
- c) Give due consideration to any written statement submitted by the Member; and
- d) By resolution determine whether the alleged breach occurred.
- e) The Centre Executive is not required to give reasons for its decision.

### **10.4 Appeal**

- a) If the Member wishes to appeal the decision of the Centre Executive under rule 10, the Member must provide the Centre Executive with a notice setting out that within 48 hours of the Centre Executive's decision.
- b) Where the Centre Executive receives such a notice, they shall notify the Centre Executive who shall convene a special General Meeting of the Centre.
- c) At that General Meeting:
  - i. no business other than the question of the appeal may be conducted; and
  - ii. the Centre Executive may place before the meeting such details regarding the grounds for the resolution as it deems necessary; and
  - iii. the Member (either personally or through a representative who shall not be legally trained) will be given an opportunity to be heard; and
  - iv. the Members present and entitled to vote shall vote by secret ballot on the question whether the Centre Executive's resolution should be confirmed or revoked.
- d) The Centre Executive's resolution shall be confirmed if two-thirds of the Members present and entitled to vote, vote in favour of the resolution.

## PART III- GENERAL MEETINGS

### 11. ANNUAL GENERAL MEETINGS

#### 11.1 Annual General Meeting to be Held

The Centre shall convene and hold an Annual General Meeting of its Members in accordance with the provisions of the Act and the Regulations and on a date and at a venue to be determined by the Centre Executive.

#### 11.2 Business

The Annual General Meeting will transact any business required by the Act, determined by the Centre Executive, and any other business of which notice is given in accordance with this Constitution (see **rule 13.2** in particular).

#### 11.3 Additional Meetings

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.

#### 11.4 Conduct of Annual General Meetings

For the avoidance of doubt, an Annual General Meeting is a General meeting as defined in this Constitution and, as such, business and voting procedures for Annual General Meetings are to be transacted in the same manner as for General Meetings set out in this Constitution and the Regulations.

### 12. GENERAL MEETINGS

#### 12.1 General Meetings May be Held

The Centre Executive may, whenever it thinks fit, convene a General Meeting of the Centre and, where but for this rule, more than 15 months would elapse between Annual General Meetings, shall convene a General Meeting before the expiration of that period.

#### 12.2 Request for General Meetings

- a. The Centre Executive shall on a request in writing from not less than one quarter of the Ordinary Members (where those Ordinary Members have signed the request), convene a General Meeting. The Centre Executive may also request a General Meeting.
- b. The request for a General Meeting shall state the object(s) of the meeting and shall be signed by the Ordinary Members making the request and be sent to the Secretary and may consist of several documents in a like form, each signed by one or more of the Ordinary Members making the requisition.
- c. If the Centre Executive does not cause a General Meeting to be held within 35 days after the date on which the request is sent to the Centre, the Ordinary Members making the request, or any of them, may convene a General Meeting to be held not later than 60 days after that date.
- d. A General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Centre Executive. All reasonable expenses incurred in convening the meeting shall be refunded by the Centre to the persons incurring the expenses.

## 13. NOTICE OF GENERAL MEETINGS

### 13.1 Notice to be Given for General Meetings

The Secretary shall, at least 28 days before the date fixed for holding a General Meeting, send to each Honorary Member, Ordinary Member and each Director a notice in writing stating the place, date and time and the nature of the proposed business to be transacted at the meeting.

### 13.2 Business of General Meeting

- a. No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.
- b. A Member desiring to bring any business before a General Meeting shall provide notice in writing of that business in the manner set out in the Regulations.

## 14. PROCEEDINGS AT MEETINGS

### 14.1 Quorum

- a) No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under this Constitution to vote is present during the time when the meeting is considering that item.
- b) Directors are entitled to attend and debate at General Meetings, but they shall not vote or be included in the calculation of a quorum.
- c) At least 10% of the Ordinary Members must be present to constitute a quorum for the transaction of the business at a General Meeting.
- d) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:
  - i. if convened upon the requisition of Members, shall be dissolved; and
  - ii. in any other case, shall stand adjourned to the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place and if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being not less than 30) shall be a quorum.

### 14.2 President to Chair

The President shall chair each General Meeting of the Centre. If the President is absent from a General Meeting or is unwilling to act then the Directors present shall elect 1 of their number to preside as chairperson at the meeting.

### 14.3 Chairperson May Adjourn Meeting

- a) The chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- b) Where a meeting is adjourned for 14 days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting. Except as provided in this rule, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.



## 15. VOTING AT GENERAL MEETINGS

### 15.1 Voting Rights

Subject to any other provision of this Constitution, at all General Meetings the only persons entitled to vote are the Ordinary Members in attendance.

### 15.2 Voting Procedure

- a) Subject to **rule 15.2b**), votes at a General Meeting shall be given in person by those Ordinary Members present and entitled to vote.
- b) Subject to **rule 15.4** and anything set out in the Regulations, all questions arising at a General Meeting shall be determined on a show of hands.
- c) The chairperson of the meeting is not entitled to exercise a deliberative vote (unless also an Ordinary Member). In the case of an equality of votes on a question, the chairperson of the meeting is entitled to exercise a casting vote.
- d) An Ordinary Member is not entitled to vote at any General Meeting unless all monies due and payable to the Centre have, to the satisfaction of the Centre Executive, been paid by the Ordinary Member.

### 15.3 Recording of Determinations

When a declaration is made by the chairperson that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost, then an entry to that effect in the minute book of the Centre is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

### 15.4 Poll at General Meetings

- a) If at a meeting a poll on any question is demanded by 3 Ordinary Members, it shall be taken at the meeting in such manner as the chairperson may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.
- b) A poll that is demanded on a question of an adjournment shall be taken immediately and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the chairperson may direct.

## PART IV – CENTRE EXECUTIVE

### 16. CENTRE EXECUTIVE

#### 16.1 Powers of Centre Executive

- a) The affairs of the Centre shall be managed by the Centre Executive constituted under **rule 16**.
- b) Subject to this Constitution and the Act, the Centre Executive:
  - i. shall control and manage the business and affairs of the Centre;
  - ii. may exercise all such powers and functions as may be exercised by the Centre other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
  - iii. has the power to perform all such acts and things as appear to the Centre Executive to be essential for the proper management of the business and affairs of the Centre.

#### 16.2 Portfolios

The Centre Executive, in order to further the Objects, will allocate a minimum of 4 Directors to specific portfolios, with specific responsibilities (including but not limited to President, Secretary, Treasurer and Registrar), as determined in the discretion of the Centre Executive. No person may hold more than one position at any one time.

#### 16.3 Secretary

- a) The Centre Executive must appoint a Secretary. The Secretary must give the registrar notice of their appointment within 14 days after the appointment.
- b) If the position of Secretary becomes vacant, the Centre Executive must appoint a person to the position within 14 days after the vacancy arises.

#### 16.4 Composition of Centre Executive

- a) The Centre Executive shall consist of 5 Elected Directors who must all be Ordinary Members or Honorary Members and who shall be elected in accordance with **rule 17**.
- b) Elected Directors may be required to meet any qualifications set out in the Regulations from time to time.

#### 16.5 Term of Elected Directors

Each Elected Director, shall hold office for 1 year until the next AGM, but is eligible for re-election.

### 17. ELECTION OF ELECTED DIRECTORS

- a) The Secretary shall call for nominations at an appropriate time determined by the Centre Executive. All Members shall be notified of the call for nominations as determined by the Centre Executive.
- b) Nominations of candidates for election as Elected Directors shall be:
  - i. made in writing on the form provided by the Centre from time to time (if any) and must be accompanied by the written consent of the nominee and confirmation

that the nominee meets any qualifications set out in the Regulations from time to time; and

- ii. delivered to the Secretary by the date specified on the call for nominations.
- c) If the number of nominations for vacant Director positions exceeds the number of vacancies to be filled, a ballot shall be conducted to determine the Elected Directors. Such ballot will be conducted in the manner determined by the Centre Executive, or as set out in the Regulations, from time to time. If the number of nominations for vacant Director positions is less than the number of vacancies to be filled then those vacancies shall be treated as casual vacancies under **rule 18.2**.
- d) An independent person shall be appointed by the Centre Executive to act as scrutineer for any ballot. No person, other than the scrutineer, shall be entitled to see any voting paper and the scrutineer shall not disclose to any person the way in which any person has voted. The decision of the scrutineer on any matter relating to the elections is final and no appeal shall be made from that decision.

## 18. VACANCY ON THE CENTRE EXECUTIVE

### 18.1 Grounds for Termination of Director

- a) For the purposes of this Constitution, the office of a Director becomes vacant if the Director:
  - b) In the case of an Elected Director, ceases to be an Ordinary Member or Honorary Member;
  - c) Becomes bankrupt;
  - d) Resigns their office by notice in writing given to the Centre;
  - e) Is subject to any sanction by the Centre Executive under rule 10;
  - f) Is directly or indirectly interested in any contract or proposed contract with the Centre and, in the opinion of the Centre Executive, has deliberately, recklessly or negligently failed to declare the nature of his interest;
  - g) Dies or becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - h) Commits any offence under the Act; or
  - i) Fails to attend 2 consecutive meetings of the Centre Executive without having previously obtained leave of absence or provided reasonable excuse for such absence.

### 18.2 Casual Vacancy

In the event of a casual vacancy in the office of any Elected Director, the Centre Executive may appoint an appropriate Ordinary Member or Honorary Member to the vacant office and the person so appointed may continue in office up to the end of the term of the Elected Director they are replacing.

## 19. PROCEDURE AT CENTRE EXECUTIVE MEETINGS

### 19.1 Convening a Centre Executive Meeting

- a) The Centre Executive shall meet as required, but shall meet at least 6) times per year.
- b) Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced in writing or by their presence) not less than 7 days written notice of the meeting of the Centre Executive shall be given to each Director.
- c) Written notice of each Centre Executive meeting, specifying the general nature of the business to be transacted, shall be served on each Director by:
  - i. Delivering it to that Director personally;

- ii. Sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched);
  - iii. In accordance with the Director's last notified contact details
- d) No action or proceeding of the Centre Executive shall be invalidated or rendered illegal by reason only that there was some defect in the election or appointment of any Director or that any Director was ineligible to hold such office.

<b>19.2 Quorum</b>
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- a) 50% of Directors shall constitute a quorum for the transaction of the business of a meeting of the Centre Executive.
- b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week.
- c) The Centre Executive may act notwithstanding any casual vacancy. If there are casual vacancies in the office of a Director such that the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Centre Executive, those Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

<b>19.3 Procedures at Centre Executive meetings</b>
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- a) At meetings of the Centre Executive:
  - i. The President shall chair the meeting;
  - ii. If the President is absent or unwilling to act, the Centre Executive shall appoint one of its members to chair the meeting.
- b) Questions arising at a meeting of the Centre Executive shall be determined on a show of hands or, if demanded by a Director, by a poll taken in such manner as the person presiding at the meeting may determine.
- c) Each Director present at a meeting of the Centre Executive (including the person presiding at the meeting) is entitled to 1 vote. In the event of an equality of votes on any question, only the President may exercise a second or casting vote.
- d) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all the voting Directors shall be as valid and effectual as if it had been passed at a meeting of the Centre Executive duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- e) The Centre Executive may otherwise regulate its meetings as it thinks fit.
- f) Without limiting the power of the Centre Executive to regulate its meetings as it thinks fit, a meeting of the Directors may be held where one or more of the Directors is not physically present at the meeting, provided that:
  - i. All persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication;
  - ii. Notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Centre Executive;
  - iii. If a failure in communications prevents condition (i) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule 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; and
- iv. Any meeting held where one or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **19.4 Directors' Interests**

A Director is disqualified from holding any place of profit or position of employment in the Centre, or in any company or incorporated association in which the Centre is a shareholder or otherwise interested, or from contracting with the Centre either as vendor, purchaser or otherwise except with express resolution of approval of the Centre Executive. Any contract or arrangement in which any Director is in any way interested which is entered into by or on behalf of the Centre without the approval of the Centre Executive, will be voided for such reason.

#### **19.5 Disclosure of Interests**

The nature of the interest of such Director must be declared by the Director at the meeting of the Centre Executive at which the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first meeting of the Centre Executive after the acquisition of the interest. If a Director becomes interested in a contract or arrangement after it is made or entered into the declaration of the interest must be made at the first meeting of the Centre Executive held after the Director becomes so interested.

#### **19.6 General Disclosure**

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **rule 19.5** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

#### **19.7 Recording Disclosures**

It is the duty of the Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Director in accordance with **rules 19.5** and **19.6**.

#### **19.8 Conflicts**

A Director, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the Director is interested. If the Director votes, the vote shall not be counted.

### **20. COMMITTEES**

- a) The Centre Executive may establish and delegate any of its functions, powers or duties (except this power to delegate) to such committee or committees as it thinks fit and may recall or revoke any such delegation or appointment and may amend or repeal any decision made by such committee.
- b) The Centre Executive shall determine in writing the duties and powers afforded to any committee and the committee shall, in the exercise of such delegated powers, conform to any directions or Regulations that may be prescribed by the Centre Executive.
- c) An Executive Committee member shall be an ex-officio member of any committee so appointed.
- d) Within 7 days of any meeting of any Committee, the Committee shall send a copy of the minutes and any supporting documents to the Secretary.

## PART V - MISCELLANEOUS

### 21. GRIEVANCE PROCEDURES

- a) The grievance procedure set out in this rule applies to disputes under this Constitution between:
  - i. A Member and another Member; or
  - ii. A Member and the Centre.
- b) The parties to the dispute shall not be represented by a member of the legal profession and shall meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- c) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- d) The mediator must be:
  - i. A person chosen by agreement between the parties; or
  - ii. in the absence of agreement:
    - A. In the case of a dispute between a Member and another Member, a person appointed by the Centre Executive; or
    - B. In the case of a dispute between a Member and the Centre, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
- e) A Member can be a mediator.
- f) The mediator cannot be a Member who is a party to the dispute.
- g) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- h) The mediator, in conducting the mediation, must:
  - i. Give the parties to the mediation process every opportunity to be heard; and
  - ii. Allow due consideration by all parties of any written statement submitted by any party; and
  - iii. Ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
  - iv. The mediator must not determine the dispute.
  - v. If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

### 22. SOURCES AND MANAGEMENT OF FUNDS

- a) The Centre Executive will determine the sources from which the funds of the Centre are to be or may be derived and the manner in which such funds are to be managed.
- b) The Centre Executive shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Centre and the Centre Executive and shall produce these as appropriate at each Centre Executive or General Meeting.
- c) Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Centre Executive.
- d) The Centre shall retain such records for 7 years after the completion of the transactions or operations to which they relate.
- e) The Centre Executive shall submit to the Members at the Annual General Meeting the statements of account of the Centre in accordance with this Constitution and the Act.
- f) The statements of account when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within 3 months after such approval or adoption.

- g) The Centre Executive shall cause to be sent or made available to all persons entitled to receive notice of Annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Centre Executive's report, the auditor's report (if any) and every other document required under the Act (if any).
- h) The accounts of the Centre shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year.

### **23. APPLICATION OF INCOME**

- a) The income and property of the Centre shall be applied solely towards the promotion of the Objects.
- b) No portion of the income or property of the Centre 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 in good faith for expenses incurred or services rendered (for example, honoraria).

### **24. NEGOTIABLE INSTRUMENTS**

All cheques and other negotiable instruments shall be signed by 2 Directors or in such other manner approved by the Centre Executive from time to time.

### **25. COMMON SEAL**

- a) The common seal of the Centre shall be kept in the custody of the Centre Executive.
- b) The common seal shall not be affixed to any instrument except by the authority of the Centre Executive and the affixing of the common seal shall be attested by the signatures of 2 Directors or in such other manner approved by the Centre Executive from time to time.
- c) A Director may not sign a document to which the seal of the Centre is fixed where the Director is interested in the contract or arrangement to which the document relates.

### **26. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution in accordance with the Act. Additional procedures (if any) for amending the Constitution will be determined by the Centre Executive and set out in the Regulations.

### **27. DISSOLUTION**

- a) If the Centre is wound up, the liability of the Member shall be limited to any outstanding monies due and payable to the Centre, including the amount of the Annual Subscription payable in respect of the current Financial Year. No other amount shall be payable by the Member.
- b) If upon winding up or dissolution of the Centre, there remains, after satisfaction of all its debts and liabilities, any property, the same shall not be paid to or distributed amongst the Members, but shall be given or transferred to LAVic having purposes similar to the purposes of the Centre and which prohibits the distribution of its or their income and property among its or their members and which is also not carried on for the profit or gain to its members.

### **28. INDEMNITY**

- a) Every Director or officer (including employees or members of Committees) of the Centre shall be indemnified out of the property and assets of the Centre against any liability incurred by him/her in his/her capacity as Director or officer 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 or in connection with any application in relation to any such proceedings in which relief is granted to him or her by the Court.
- b) The Centre shall indemnify its Directors and officers (including employees or members of Committees) against all damages and costs (including legal costs) for which any such

Directors or officers may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- i. in the case of a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Centre; and
- ii. In the case of an employee, performed or made in the course of, and within the scope of his or her employment by the Centre.

## 29. SERVICE OF NOTICES

- a) Notices may be given to Members by sending the notice by post or facsimile transmission or where available, by electronic mail, to the Member's address or facsimile number or electronic mail address shown in the Register. Notice may also be provided by posting the notice on the Centre's website.
- b) Where a notice is sent by post, service of the notice shall be deemed to be effected at the time the letter would have been delivered in the ordinary course of post.
- c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to the correct facsimile number.
- d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected by properly addressing and upon receipt of a confirmation report confirming the electronic mail message was received at the electronic mail address to which it was sent.
- e) Where a notice is posted on the Centre's website, service of the notice shall be deemed to be effected when the post has been made and the website "goes live".

## 30. CUSTODY OF BOOKS AND OTHER DOCUMENTS

- a) Except as otherwise provided in this Constitution, the Secretary shall keep in his or her custody or control all books, minutes, documents and securities of the Centre.
- b) If requested by a Member, the Centre Executive must permit such Member to inspect:
  - i. the rules of the Centre; and
  - ii. the minutes of each General Meeting.
- c) Upon written request and payment of a fee determined by the Centre Executive from time to time, a Member may obtain a copy of the documents listed at **rule 30(b)**.
- d) If requested by a Member and subject to the Act, the Centre Executive must permit such Member to inspect the register of members.
- e) Subject to the Act and rules **30(b)** and **30(d)**, no Member is entitled to inspect the financial records, accounts, books, securities, minutes of Centre Executive meetings or other Relevant Documents of the Centre, unless authorised in writing by the Centre Executive.

## 31. REGULATIONS

- a) Subject to **rule 31(c)**, the Centre Executive may make, alter, amend or rescind Regulations as occasions may require, and the Centre Executive may enforce penalties for their breach. Such Regulations shall have the same force and effect as this Constitution, but shall not be in any way oppose or be in conflict with this Constitution. Such Regulations shall be available for inspection at the Centre's premises upon reasonable notice and following a request in writing.
- b) Amendments, alterations, interpretation or other changes to Regulations shall be advised to Members by means of notice approved by the Centre Executive. Notices shall be binding upon all Members. Notice does not need to be provided to every Member.
- c) Any Regulations made by the Centre Executive are subject to ratification by the Members at a General Meeting. The Centre Executive may set procedures for review of the Regulations at General Meetings (including, but not limited to, notice requirements); such procedures will be set out in the Regulations.