

**ASSOCIATIONS INCORPORATION ACT(1981) VIC.  
CONSTITUTION OF BALLARAT & DISTRICT CROQUET ASSOCIATION INCORPORATED.**

**PART 1 – PURPOSES, POWERS AND INTERPRETATION.**

**1. NAME.**

The name of the incorporation association is “**The Ballarat & District Croquet Association Incorporated.**”A0026017N (in these Rules called “the Association”).

**2. PURPOSES OF ASSOCIATION.**

The purposes for which the Association is established are to:

- To adopt in principle the Purposes of the Victorian Croquet Association Inc.
- To foster, organize and promote the playing of both social and competitive Croquet and other mallet sports.
- To be, and remain a Member of the Victorian Croquet Association Inc.
- To apply and abide by the laws, regulations and rules of all forms of the game of croquet, including gate ball as approved by A.C.A..
- To carry out any other activities which would facilitate the achievement of these purposes.
- To represent the members of the Association to the Victorian Croquet Association Inc. State Council via the regional director to act as a communication channel between the Victorian Croquet Association Inc and Association Members.

**3. POWERS OF THE ASSOCIATION.**

Solely for furthering the purposes set out in **Rule 2** the Association has, in addition to the rights, powers and privileges conferred on it under the Act, the legal capacity and powers of a company as set out under section 124 of the Corporations Act.

**4. DEFINITIONS.**

In these Rules, unless the contrary intention appears –

“**Act**” means the **Associations incorporation Act 1981**;

“**Affiliated Club**” means a registered financial club (whether incorporated, or unincorporated or otherwise) which is a member of, or associated with a Regional Association.

“**Alternative Regional Director**” means the member who will deputize for the Regional director, if and when required.

“**Association**” means the Ballarat & District Association Inc.

“**By-Laws**” means any by-law made by the Association under **Rule 35**.

“**Committee**” means the Committee of Management of the Association in accordance with **Rule 20**.

“**Corporations Act**” means the **Corporations Act 2000**.

“**Delegate**” means the person elected or appointed by a Club in accordance with **Rule 19.3**.

“**Financial year**” means the year ending March 31<sup>st</sup>.

“**General meeting**” means a general meeting of members convened in accordance with **Rule 14**;

“**Member**” means a member of the Association;

“**Ordinary member of the committee**” means a member of the committee who is not an officer of the Association under Rule 20;

“**Regulations**” means regulations under the Act;

“**Regional Director**” means the Association representative on the V.C.A. Council.

“**Relevant documents**” has the same meaning in the Act;

**PART 11 – MEMBERSHIP**

**5. CLUBS.**

**5.1 Clubs.**

The Association shall consist of such Clubs as are recognized by the Committee to conduct the Sport in a particular geographic area.

**5.2 Recognition of Clubs as Members.**

Each Club shall be recognized as a Member of the Association and shall administer the Sport in accordance with the purposes of the Association.

**5.3 Compliance with Clubs.**

Each Club shall:

- (a) be incorporated in Victoria.
- (b) represent its Members.
- (c) elect a Delegate in accordance with **Rule 11.1.**
- (d) adopt in principle, the purposes of the Association and adopt rules which reflect and which are generally in conformity with this Constitution; and
- (e) do all that is reasonably necessary to enable the purposes of the Association to be achieved.

**5.4 Register of Members.**

Each Club shall maintain, in a form and with such details as is acceptable to the Association, a register of all Affiliated Members. Each Club shall provide a copy of the register at a time and in a form mutually acceptable to the Association.

**6. MEMBERSHIP OF ASSOCIATION.**

**6.1 Categories of Member.**

The members of the Association shall consist of;

- (a) Affiliated Clubs which subject to this Constitution, shall be represented by their Delegate who shall have the right to attend, debate and vote at General meetings for and on behalf of the Affiliated club.
- (b) Individual Members, who subject to this Constitution, may attend General Meetings, but have no right to debate or vote at General Meetings.
- (c) Life Members, who subject to this Constitution, may attend General Meetings, but have no right to debate or vote at General meetings.
- (d) Such other category of members as determined by the Committee of Management from time to time.

**6.2 Application for Club Membership.**

- (a) An application for membership as a Affiliated Club must be :
  - (i) in writing in the form prescribed by the Committee of Management from time to time.
  - (ii) lodged with the Secretary.
- (b) As soon as is practicable after the receipt of an application under **Rule 6.1 (a)**, the Secretary shall refer the application to the Committee.
- (c) Upon an application being referred to the Committee of Management, the Committee of Management shall, as soon as practicable, determine whether to approve or decline the application.
- (d) If the Committee of Management approves the application for membership, the Secretary shall, as soon as practicable, notify the applicant in writing that its application has been approved. The Secretary shall enter the applicant's name in the register of members, and upon the name of the applicant being so entered, the applicant becomes a member.
- (e) If the Committee of Management declines an application for membership, the Secretary shall, as soon as practicable, notify the applicant in writing that its application for membership has been declined. The Committee of Management is not required to give reasons for its decision.

**6.3 Membership Renewal**

- (a) Affiliated Clubs must renew their membership of the Association in accordance with the procedures set down by Committee of Management from time to time.
- (b) In order to remain Members, Individual Members and Affiliated Clubs must:
  - (i) renew their membership with their respective Affiliated Clubs annually.
  - (ii) otherwise remain registered financial members of their Affiliated Club, in accordance with the procedures applicable from time to time; and
  - (iii) must pay the annual fees prescribed by the Association from time to time (if any) to the Association through their respective Affiliated Clubs.

**7. SUBSCRIPTIONS AND FEES.**

**7.1 Determination of Subscriptions and Fees.**

The annual membership subscription, fees and any levies payable by Members (or any category of members) to the Association, the basis of, the time for and manner of payment shall be determined by the Committee of Management from time to time.

**7.2. Late Payment of Subscriptions and Fees.**

If a Member does not pay any of the subscriptions or fees determined in accordance with **Rule 7.1** within thirty days of the due date, the Members right and privileges as a Member (including but not limited to playing on lawn socially or otherwise) may be suspended until the outstanding amount is paid.

**8. REGISTER OF MEMBERS.**

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

The Secretary shall keep and maintain a register of Members in which shall be entered the full name, address and date of entry of the name of each member.

**8.2 Inspection of Register of Members.**

Subject to confidentiality and privacy considerations, an extract of the register, excluding the address of any Delegate, Life Member, Individual Member or Director shall be available for inspection (but not copying) by Members, upon reasonable request.

**9. RESIGNATION OF MEMBERS**

**9.1 Notice of Resignation.**

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

**9.2 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 the notice ceased to be a Member, shall be recorded in the register of members.

**9.3 Forfeiture of Rights.**

A Member who ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Association and its property including Intellectual property, as from that date.

**10. DISCIPLINE OF MEMBERS**

**10.1 Disciplinary Tribunal**

The Committee of Management shall establish a Disciplinary Tribunal to deal with all disciplinary matters under this rule. The composition of the Disciplinary Tribunal shall be as follows:-

- (a) there shall be three persons, at least two of which will be Individual Members, appointed by the Committee of Management to the Disciplinary Tribunal. The Committee of Management shall also appoint a member of the Disciplinary Tribunal as chairperson;
- (b) the Committee of Management may call for nominations to the Disciplinary Tribunal;
- (c) a Delegate shall not be a member of the Disciplinary Tribunal;
- (d) three members of the Disciplinary Tribunal shall constitute a quorum;
- (e) a vacancy on the Disciplinary Tribunal shall be filled by the Committee.

**10.2 Notice of Alleged Breach**

Where the Committee of Management is advised or considers that a Member has allegedly;

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution or the By-Laws; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the purposes and interests of the Association and/or the Sport; or
- (c) brought the Association of the Sport into disrepute.

The Committee of Management shall notify the chair of the Disciplinary Tribunal. Such grounds do not constitute a grievance and **Rule 24** does not apply. The Committee of Management may commence or cause to be commenced, disciplinary proceedings against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures and penalties of the Association set out in this Rule.

### **10.3 Notices of Disciplinary Tribunal Hearing**

The chair of the Disciplinary Tribunal shall, as soon as practicable upon receipt of notice in Accordance with **Rule 10.1**, serve on the Member a notice in writing:

- (a) setting out the alleged breach of the Member and the grounds on which it is based;
- (b) stating that the Member may address the Disciplinary Tribunal at a hearing to be held not earlier than fourteen and not later than twenty eight days after service of the notice;
- (c) stating the date, place and time of that hearing;
- (d) informing the Member that it may be one or more of the following:-
  - (i) attend the hearing;
  - (ii) give the Disciplinary Tribunal, before the date of that hearing a written statement regarding the alleged breach.

### **10.4 Disciplinary Tribunal Procedure**

- (a) At a hearing of the Disciplinary Tribunal held in accordance with **Rule 10.3**, the Disciplinary Tribunal shall:
  - (i) give to the Member every opportunity to be heard;
  - (ii) give due consideration to any written statement submitted by the Member; and
  - (iii) by resolution determine whether the alleged breach occurred.
- (b) The Association and the Member shall not be entitled to legal representation at the hearing of the Disciplinary Tribunal. A party may be represented by an advocate who is not a barrister or solicitor at the hearing. A party may also have a support person in attendance with them at the hearing.
- (c) The Disciplinary Tribunal shall hear and determine the alleged breach in whatever manner it considers appropriate in the circumstances (including by way of teleconference, video conference or otherwise) provided that it does so in accordance with the principles of natural justice. The purpose of the hearing shall be to determine whether the alleged breach occurred.
- (d) If the Disciplinary Tribunal considers that the alleged breach occurred, it may impose any one or more of the penalties set out in **Rule 10.5**.
- (e) If the Disciplinary Tribunal considers that the alleged breach did not occur, the matter shall be dismissed.
- (f) Decisions and reasons for the decisions shall be communicated to the member in written form.
- (g) Each party shall be responsible for their own costs associated with the Disciplinary Tribunal hearing. The Disciplinary Tribunal has no power to award costs to a party.

### **10.5 Penalties.**

If the Disciplinary Tribunal considers that the alleged breach occurred, the Disciplinary Tribunal may impose any one or more of the following penalties:

- (a) impose a warning;
- (b) fine the Member;
- (c) reprimand the member;
- (d) suspend the Member from membership of the Association for a specified period;
- (e) expel the Member from the Association.
- (f) Any other such penalty as the Disciplinary Tribunal considers appropriate.

### **10.6 Decision of Disciplinary Tribunal**

A Disciplinary matter must be solely and exclusively resolved by the Disciplinary Tribunal. The Association and the member have a right of appeal.

## **PART 111 – GENERAL MEETINGS.**

### **11. DELEGATES**

#### **11.1 Appointment of delegate**

Each Club shall elect two representatives, for a 12 month term.

A Club Representative must:

- (a) be an individual Member;
- (b) be appropriately empowered by the appointing Club to consider, make decisions and vote at General Meetings on behalf of the Club;

## **11.2 Club to Advise**

Each Club shall, at least forty-eight hours prior to any General Meeting, advise the Secretary of its appointed Representative. In extenuating circumstances and with the consent of the Committee of Management, a Club may change its appointed Representative with shorter notice to any General Meeting.

## **12. ANNUAL GENERAL MEETINGS**

### **12.1 Annual General Meeting to be Held.**

The Association shall in each calendar year convene and hold an Annual General Meeting of its Members in accordance with the provisions of the Act and on a date and at a venue to be determined by the Committee of Management.

### **12.2 Ordinary Business**

The ordinary business of the Annual general Meeting shall be to:

- (a) Confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- (b) Receive from the Executive, reports upon the transactions of the Association during the preceding year;
- (c) Elect Life Members;
- (d) Receive and consider the statement submitted by the Executive in accordance with Section 30(3) of the Act.
- (e) Presentations of awards.
- (f) Elect the Executive Members of the Association;

### **12.3 Special Business.**

The Annual Meeting may transact special business of which notice is given in accordance with this Constitution.

### **12.4 Additional Meetings**

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

### **12.5 Entitlement to Vote**

The only persons entitled to vote at Annual General Meetings of the Association shall be the Voting Members.

### **12.6 Other General Meetings**

All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with the provisions of this Constitution.

## **13. SPECIAL GENERAL MEETINGS**

### **13.1 Special General Meetings May be Held**

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

### **13.2 Request for Special Meetings**

- (a) The Committee of Management shall on a request in writing of not less than twenty five per cent (25%) of Voting members or four Voting Members, whichever is the greater, convene a Special General Meeting.
- (b) The request for a Special General Meeting shall state the object(s) of the meeting and shall be signed by the Voting 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 Voting Members making the requisition.
- (c) If the Committee of Management does not cause a Special General Meeting to be held within sixty days after the date on which the request is sent to the Association, the Members making the request, or any of them, may convene a Special General Meeting to be held not later than ninety days after that date.
- (d) A Special General Meeting convened by Members under the Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Committee of Management. All reasonable expenses incurred in convening the meeting shall be refunded by the Association to the persons incurring the expenses.

## **14. NOTICE OF MEETINGS**

### **14.1 Notice to be Given for General Meetings**

The Secretary shall, at least fourteen days before the date fixed for holding a General Meeting, send to each Affiliated Club at its address appearing in the register, a notice in writing stating the place, date and time and the nature of the proposed business to be transacted at the meeting.

### **14.2 Business of Meeting**

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the General Meeting.
- (b) Member desiring to bring any business before a meeting shall give at least thirty five days notice in writing of that business to the Association which shall include that business in a notice calling the next General Meeting after the receipt of the notice.
- (c) A motion of which due notice has been given, if unsuccessful, cannot be resubmitted, nor may any other motion having a similar effect be moved at a subsequent General Meeting for a period of twelve months. The chair shall determine whether a motion is a motion having a similar effect.

## **15. PROCEEDINGS AT MEETINGS**

### **15.1 Special Business**

All business that is transacted at a Special Meeting or the Annual General Meeting, with the exception of that referred to in this Constitution as the ordinary Business of the Annual General Meeting, shall be special business.

### **15.2 Quorum**

- (a) No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under the Constitution to vote is present during the time when the meeting is considering that item.
- (b) Fifty per cent (50%) of the Voting Members or eight Voting Members, whichever is the greater, personally present constitute a quorum for the transaction of the business at a General Meeting.
- (c) 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 three Voting Members) shall be a quorum.

## **16. CHAIR AT MEETINGS**

### **16.1 President to Chair**

The President shall chair each General Meeting of the Association.

### **16.2 Where President Absent**

If the President is absent from a General Meeting or is unwilling to act, the Vice President shall chair the General Meeting. If the President and Vice President are absent or unwilling to act, the Delegates present shall appoint one of their number to preside as chair at the meeting.

## **17. ADJOURNMENT OF MEETINGS**

### **17.1 Chair May Adjourn Meeting**

The chair 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.

### **17.2 Further Notice**

- (a) Where a meeting is adjourned for fourteen days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.
- (b) Except as provided in **Rule 17.2 (a)**, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

**18. VOTING AT GENERAL MEETINGS**

**18.1 Voting Rights**

In all General Meetings, only the two (2) Club Representatives shall have the right to vote.

**Voting Procedure**

- (a) All votes shall be given in person by attendances at a General Meeting. Proxies are allowed.
- (b) A question arising at a General Meeting shall be determined on a show of hands.
- (c) In the case of an equality of votes on a question, the chair of the meeting may exercise a casting vote.
- (d) A Voting member is not entitled to vote at any General Meetings unless all monies due and Payable to the Association have been paid.

**18.2 Recording of Determinations**

If before, or on, the declaration of the show of hands a Poll is demanded, a declaration by the chair that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost, and entry to that effect in the minute book of the Association is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

**18.3 Poll at general Meetings**

- (a) If at a meeting a Poll on any question is determined by five Voting Members, it shall be taken at the meeting in such manner as the chair 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 the election of a chair or 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 chair may direct.

**PART IV – COMMITTEE OF MANAGEMENT.**

**19. COMMITTEE OF MANAGEMENT.**

**19.1 Powers of Committee of Management.**

- (a) The affairs of the Association shall be managed by a Committee of Management constituted under **Rule 19.2.**
- (b) Subject to this Constitution and the Act, the Committee of Management is the governing body of the Association and :
  - (i) shall control and manage the business and affairs of the Association;
  - (ii) may exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
  - (iii) has power to perform all such acts and things as appear to the Committee of Management to be essential for the proper management of the business and affairs of the Association.

**19.2 Composition of Committee of Management.**

- (a) The Executive.
- (b) Club Delegates.

**19.3 Club Delegates**

- (a) Each Associated Club shall appoint one Club Delegate.
- (b) A Club Delegate shall be appointed for a term of one year, which shall commence from the conclusion of the Annual General Meeting.
- (c) Each Club shall advise the Secretary of its appointed Club Delegate within twenty one days prior to each Annual General Meeting.
- (d) A Club Delegate must be an Individual Member.
- (e) In the event of a causal vacancy in the office of any Club Delegate, the Club may appoint an Individual Member to the vacant office until the expiration of the Club Delegate's term in office.

**20. MANAGEMENT**

**20.1 Composition of the Executive.**

The executive shall consist of :

- (a) the President.
- (b) the Regional Director.
- (c) the Secretary.
- (d) the Treasurer.
- (e) Vice President.
- (f) Assistant Secretary.

With the exception of the Regional Director a person cannot hold more than one position on the executive.

**20.2 Election of the Executive.**

- (a) President, Vice President, Secretary, & Assistant Secretary shall be appointed by their club, through a Club Rotational System. Secretary to be advised of appointment at the Pre-Annual Meeting.
- (b) The Secretary shall call for nominations sixty days before the date of the Annual General Meeting, for positions of the Treasurer, and Regional Director as appropriate. These nominations must be :
  - (i) in writing;
  - (ii) on the prescribed form (if any) provided for that purpose;
  - (iii) signed by nominator and seconder who must be Individual Members of a Club; and
  - (iv) certified by the nominee (who must be an Individual Member) expressing his or her willingness to accept the position for which he or she is nominated.
- (c) Nominations must be received by the Secretary at the Pre-Annual Meeting.
- (d) If the number of nominations received for the Treasurer and Regional Director is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies, then those nominated shall only be elected if approved by majority resolution of the Members. If the nominees are not elected or if there are vacancies to be filled, further nominations shall be called for at the Annual General Meeting from the floor.
- (e) If the number of nominations exceeds the number of vacancies to be filled, a secret ballot shall be taken in such usual and proper manner as the chair directs.

**20.3 Term of Appointment.**

Executive members shall be elected in accordance with this constitution for a term of two years, which shall commence from the conclusion of the Annual General Meeting at which the elections occurred until the conclusion of the third Annual General Meeting

**20.4 Casual Vacancy.**

In the event of a casual vacancy in the office of any Executive, the Committee of Management may appoint a Member to the vacant office until the next Annual General Meeting of the Association. If the term of the Executive has not expired, the Members shall fill the vacancy for the remainder of the Executive's term.

**21. VACANCY ON THE COMMITTEE OF MANAGEMENT AND EXECUTIVE.**

**21.1 Grounds for Termination of a Delegate.**

For the purposes of this Constitution, the office of a Delegate becomes vacant if the Delegate:

- (a) ceases to be an Individual Member of the Association;
- (b) becomes bankrupt or makes arrangement or composition with his or her creditor generally;
- (c) resigns their office by notice in writing given to the Association;
- (d) dies or becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (e) is prohibited from being a director of a company under the Corporations Act; or
- (f) fails to attend three consecutive meetings of the Committee of Management, without having previously obtained leave of absence or provided reasonable excuse for such absence.



## **21.2 Removal of Delegate.**

- (a) The Association in a General Meeting may by resolution remove any delegate, before the expiration of their term of office, and in the event the Committee of Management member is an Executive Member, a replacement member is to be appointed in accordance with **Rule 20.2 (a, b)** to hold office until the expiration of their term. If the Delegate removed is a Club Delegate the vacancy shall be filled in accordance with **Rule 19.3 (e)**.
- (b) Where the Delegate to whom a proposed resolution referred to in **Rule 21.2(a)** makes representations in writing to the President or the Secretary and requests that such representations be notified to the Members, the president or the Secretary may send a copy of the representations to each Voting Member or, if they are not so sent, the Delegate may require that they be read out at the meeting, and they representations shall be so read.

## **22. QUORUM AND PROCEDURE AT COMMITTEE OF MANAGEMENT MEETINGS.**

### **22.1 Convening a Committee of Management Meeting.**

- (a) The Committee of Management shall meet as required, but shall meet on at least three occasions in each year.
- (b) Unless all Delegates agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced in writing or by their presence) not less than seven days' written notice of the meeting of the Committee of Management shall be given to each Delegate.
- (c) Notice of each Committee of Management meeting, shall be served on each Delegate by sending it by post, by facsimile or other means of electronic communications, in accordance with the Delegates' last notified contact details.

### **22.2 Quorum**

- (a) The majority of Delegates, which shall consist of at least six Delegates, shall constitute a quorum for the transaction of the business of a meeting of the Committee.
- (b) No business shall be transacted unless a quorum is present and if within half an hour of the time 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 Council may act notwithstanding any vacancy.

### **22.3 Procedures at Meetings**

- (a) The President shall chair each Committee of Management Meeting. If the President is absent from a Committee of Management meeting or is unwilling to act, the Vice President shall chair the Committee of Management meeting. If the President and Vice President are absent or unwilling to act, the Delegates present shall appoint one of their numbers to preside as chair at the meeting.
- (b) Questions arising at a meeting of the Committee of Management shall be determined on a show of hands or, if demanded by a member of the Committee of Management, by a Poll taken in such manner as the chair may determine.
- (c) Each Delegate present at a meeting of the Committee of Management is entitled to one vote and in the event of an equality of votes on any question; the chair may exercise a casting vote.
- (d) An Observer may attend any meeting. They shall have no right to debate or vote at Committee of Management Meetings, but may be present during the Committee of Management Meeting unless the Committee of Management resolves to conduct the meeting in whole or in part, in camera. In the event the Club Delegate is absent from a Committee of Management meeting due to unforeseen circumstances, including but not limited to illness, the Observer may exercise the Club Delegates rights (including the right to participate in debate and vote) in Committee of Management Meetings.
- (e) A resolution in writing signed or assented to by facsimile or other form of electronic communication by all Delegates, shall be as valid and effectual as if it had been passed at a meeting of the Committee of Management duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Delegates.
- (f) Without limiting the power of the Committee of Management to regulate its meetings as it thinks fit, a meeting of the Committee of Management may be held where one or more of the Delegates 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 Delegates entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Committee of Management and such notice specifies that the Delegates are not required to be present in person;
- (iii) in the event that a failure in communications prevent condition (i) from being satisfied by that number of Delegates which constitutes a quorum, and none of such Delegates are present at the place where the meeting is deemed by virtue of condition (iv) to be held, then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption the meeting shall be deemed to have terminated; and
- (iv) any meeting held where one or more of the Delegates is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Delegate is there present and if no Delegate is there present the meeting shall be deemed to be held at the place where the chair of the meeting is located.

#### **22.4 Minutes**

The Secretary shall keep minutes of the resolutions and proceedings of each General Meeting and Committee of Management meeting in books provided for the purpose, together with a record of the names of persons present at all meetings.

#### **22.5 Delegate's interest.**

A Delegate is disqualified from holding any place of profit or position of employment in the Association, or in any company or incorporated association in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise exempt with express resolution of approval of the Committee of Management. Any such contract or any contract or arrangement entered into by or on behalf of the Association in which any Delegate is in any way interested, for which express resolution of approval of the Committee of Management is not obtained, may be voided for such reason.

### **23. DELEGATED POWERS AND DUTIES.**

#### **23.1 Committees**

- (a) The Committee of Management may establish and delegate any of its function, powers or duties (except this power to delegate) to such committee or sub-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 Committee of Management 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 By-Laws that may be prescribed by the Committee of Management.
- (c) A Delegate shall be ex-officio member of any sub-committee so appointed.
- (d) The proceedings for any committees shall, with any necessary or incidental amendments, be the same as that applicable to meetings of the Committee of Management in **Rule 22**.
- (e) Within fourteen days of any meeting of any committee, the committee shall send a copy of the minutes and any supporting documents to the secretary.

#### **23.2 Public Officer**

The Committee of Management shall appoint a public officer to carry out the duties in accordance with the Act, on such term and on such conditions and the Committee of Management thinks fit.

## **PART V – MISCELLANEOUS**

### **24. GREIVANCE PROCEDURES**

- (a) The grievance procedure set out in this Rule applies to disputes under the Constitution between:
  - (i) a Member and another Member; or
  - (ii) a Member and the Association.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen 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 ten 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 Committee of management; or
    - B. in the case of a dispute between a Member and the Association, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
- (e) A member of the Association 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 according to the parties to the dispute throughout the mediation process.
- (i) The mediator must not determine the dispute.
- (j) 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.

## 25. SIGNING OF NEGOTIABLE INSTRUMENTS

All cheques and other negotiable instruments shall be signed by two Executive Members or in such Other manner approved by the Committee of management from time to time.

## 26. 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, documents and securities of the Association.
- (b) A Member may upon reasonable notice to the Secretary, inspect the books, documents and securities of the Association.

## 27. SOURCES OF FUNDS AND INCOME

- (a) The funds of the Association shall be derived from annual subscriptions, donations and such other sources as the Delegates' Committee determines.
- (b) The income and property of the Association shall be applied solely towards the promotion of the purposes of the Association as set out in **Rule 2**.
- (c) No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member, but this shall not preclude to a Member in good faith for expenses incurred or services rendered.

## 28. AUDITOR

A properly qualified auditor shall be appointed and the remuneration of such auditor fixed by the Committee of Management. The auditor's duties shall be regulated in accordance with the Act.

## 29. COMMON SEAL

- (a) The common seal of the Association shall be kept in the custody of the Secretary.
- (b) The common seal shall not be affixed to any instrument except by the authority of the Committee of management and the affixing of the common seal shall be attested by the signatures of two Executive Members.
- (c) An Executive Member may not sign a document to which the common seal of the Association is affixed where the Executive Member is interested in the contract or arrangement to which the document relates.

## 30. ALTERATION TO CONSTITUTION

- (a) This Constitution shall not be altered except by Special Resolution in accordance with the Act.
- (b) In addition, there shall be no alteration or amendment to **Rule 31** or **32** without the consent of the relevant Minister under the Act.

**31. ALTERATION TO THE RULES.**

- (A) These Rules and the statement of Purposes of the Association must not be altered except in accordance with the Act.
- (B) The Rules and Statement of Purposes of the Association may only be altered, amended or repealed by special resolution at a duly convened meeting of the members. Any amendments to the rules and statement of purposes must be approved by the Victorian Croquet Association Inc. prior to being submitted as a special resolution at a duly convened meeting of the members.

**32. DISSOLUTION**

- (a) The liability of the Members of the Association is limited.
- (b) Every member undertakes to contribute to the assets of the Association in the event of it being wound up while a Member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Association and the costs, charges and expenses of winding up, such amount not to exceed one dollar. (\$1.00)
- (c) If upon winding up or dissolution of the Association, there remains, after satisfaction of all debts and liabilities, any property, the same shall not be paid to or distributed amongst the Members, but shall be given or transferred to some other organization having purposes similar to the purposes of the Association and which prohibits the distribution of its income and property among its Members and which is also not carried on for the profit or gain to its Members. Such body or bodies shall be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

**33. AUTHORITY TO TRADE**

The Association is authorized to trade in accordance with section 51 of the Corporations Act.

**34. INDEMNITY**

- (a) Every Delegate, auditor, employee or agent of the Association shall be indemnified out of the property and assets of the Association against any liability incurred by him or her in his or her capacity as Director, auditor, employee or agent 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 Association shall indemnify its Directors and employees against all damages and costs (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except willful misconduct:
  - (i) in the case of a Delegate, performed or made whilst acting on behalf of and with the authority, express or implied of the Association; and
  - (ii) in the case of an employee, performed or made in the course of, and within the scope of his or her employment by the Association.

**35. BY-LAWS.**

- (a) The Committee of management may make By-Laws and alter, amend or rescind the same as occasions may require. Such By-Laws shall have the same force and effect as this Constitution, but shall not in any way oppose or be in conflict with this Constitution. Such By-Laws shall be available for inspection at all Clubs.
- (b) Amendments, alterations interpretation or other changes by By-Laws shall be advised to Members by means of notice approved by the Committee of Management. Notices shall be binding upon all members.

**APPENDIX 1.**

**FORM OF APPOINTMENT OF PROXY.**

I,.....(*name*)  
of.....(*address*)  
being a member of .....(*name of Incorporated Association*)  
appoint.....(*name of proxy holder*)  
of.....(*address of proxy holder*)  
being a member of that Incorporated Association, as my proxy to vote for me on my behalf at the annual/  
special meeting of the Association to be held on  
.....(*date of meeting*)  
and at any adjournment of that meeting.

My proxy is authorized to vote in favour of /against\* the following resolution (*insert details of resolution*)  
.....  
.....

Signed.....

Date.....

\*Delete if not applicable.