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Corporations Act 2001 (Cth)

CONSTITUTION

BOWLS NEW SOUTH WALES LIMITED

Date: April 2021

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CORPORATIONS ACT 2001 (CTH)
CONSTITUTION
of
BOWLS NEW SOUTH WALES LIMITED

1. NAME

The name of the company is Bowls New South Wales Limited (Company).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

Act means the *Corporations Act 2001* (Cth).

Affiliate Member means an individual who is an umpire, coach, volunteer or other official who is associated with, or recognised by, the Company but who is not an Individual Member.

Annual General Meeting (AGM) means the annual general meeting of the Company held in accordance with **clause 22**.

Board means the body consisting of the Directors and includes the Interim Board under **clause 12**.

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

Chief Executive Officer (CEO) means the Chief Executive Officer of the Company (if any or by some other title)) for the time being appointed under this Constitution. Where the Company does not have a CEO, the Company secretary will, subject to confirmation by the Board, assume the functions of the CEO under this Constitution.

Club means any properly constituted body whether incorporated or not, which is recognised by the Company and is admitted as a Member or is otherwise affiliated with the Company.

Company means Bowls New South Wales Limited.

Constitution means this Constitution of the Company.

Delegate means the person(s) appointed from time to time to act for and on behalf of a Club and to represent the Club at General Meetings. For unincorporated Clubs the Delegate is the Member.

Director means a member of the Board and includes any person acting in that capacity from time to time appointed in accordance with this Constitution but does not include the CEO.

District means an area of New South Wales and elsewhere, having boundaries as may be approved by the Board from time to time and defined in the Regulations. A reference to

District also includes the committee or other body appointed to administer an approved area where the context so permits.

Financial year (unless otherwise determined by the Board) means the year ending on the next 30 June following incorporation and thereafter a period of 12 months commencing on 1 July and ending on 30 June each year.

General Meeting means the AGM or any SGM of the Company.

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

- (a) understand the information relevant to the decisions that will have to be made in the role of Director;
- (b) retain that information to the extent necessary to make those decisions;
- (c) use or weigh that information as part of the decision-making process; or
- (d) communicate the decisions in some way.

Individual Member means a registered, financial member of a Club or a natural person who is otherwise recognised by the Company as an Individual Member.

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

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

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

New South Wales means the State of New South Wales and surrounding areas which may incorporate Clubs geographically in other States.

NSO means the recognised National Sporting Organisation for Bowls in Australia.

Objects means the objects of the Company in **clause 2**.

Register means a register of Members kept and maintained in accordance with **clause 7**.

Regulations mean any Regulations made by the Board under **clause 38**.

RNSWBA means Royal New South Wales Bowling Association Limited.

Seal means the common seal of the Company (if any).

Special Resolution means a special resolution defined in the Act.¹

¹ **special resolution** means in relation to a [company](#) a [resolution](#):

- (i) of which [notice](#) as set out in [paragraph 249L\(1\)\(c\)](#) has been given (s 249L(1)(c) states *if a [special resolution](#) is to be proposed at the meeting--set out an intention to propose the [special resolution](#) and [state](#) the [resolution](#)*); and
- (ii) that has been passed by at least 75% of the votes cast by [members](#) entitled to vote on the [resolution](#).

Special General Meeting (SGM) means a special general meeting of the Company held under **clause 23**.

WBL means World Bowls Limited or other recognised international federation or governing body.

WBNSW means New South Wales Women's Bowling Association Incorporated.

Zone means an area of New South Wales and elsewhere, having boundaries as may be approved by the Board from time to time and defined in the Regulations. A reference to "Zone" also includes the committee or other body appointed to administer an approved area where the context so permits.

2.2 Interpretation

In this Constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

2.3 Severance

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

2.4 The Act

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

3. OBJECTS

The Company is established solely for the Objects. The Objects of the Company are to:

- (a) participate as a member of the NSO so Bowls can be conducted, encouraged, promoted, advanced and administered in New South Wales and elsewhere;
- (b) assume the powers, duties, responsibilities, obligations, assets (other than real property) and liabilities of each of RNSWBA and WBNSW;
- (c) conduct, encourage, promote, advance and administer Bowls throughout New South Wales and elsewhere;
- (d) ensure the maintenance and enhancement of the Company, the Members and Bowls, its standards, quality and reputation for the benefit of the Members and Bowls;
- (e) at all times promote mutual trust and confidence between the Company, and the Members in pursuit of these Objects;
- (f) at all times act on behalf of, and in the interest of, the Members and Bowls in New South Wales and elsewhere;
- (g) promote the economic and community service success, strength and stability of the Company, the Members and Bowls in New South Wales and elsewhere;
- (h) affiliate and otherwise liaise with the NSO and adopt its rule and policy framework to further these Objects and Bowls;
- (i) use and protect the Intellectual Property;
- (j) apply the property and capacity of the Company towards the fulfilment and achievement of these Objects;
- (k) strive for Government, commercial and public recognition of the Company as the controlling body for Bowls in New South Wales and elsewhere;
- (l) abide by, promulgate, enforce and secure uniformity in the application of, the rules of Bowls as may be determined from time to time by the NSO or WBL and as may be necessary for the management and control of Bowls and related activities in New South Wales and elsewhere;
- (m) advance the operations and activities of the Company throughout New South Wales and elsewhere;
- (n) review and/or determine any matters relating to Bowls which may arise, or be referred to it, by any Member;
- (o) act as or appoint an arbiter (as required) on all matters pertaining to the conduct of Bowls in New South Wales and elsewhere, including disciplinary matters;
- (p) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of Bowls in New South Wales and elsewhere;

- (q) adopt and implement relevant and appropriate policies including (as relevant and applicable) member protection, anti-doping, health and safety, junior sport, infectious diseases and such other matters as may arise as issues to be addressed in Bowls;
- (r) represent the interests of its Members and of Bowls generally in any appropriate forum in New South Wales and elsewhere;
- (s) have regard to the public interest in its operations;
- (t) promote the health and safety of Members and all other participants in Bowls in New South Wales and elsewhere;
- (u) seek and obtain improved facilities for the enjoyment of Bowls in New South Wales and elsewhere; and
- (v) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS

Solely for furthering the Objects, the Company has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Act.

5. MEMBERS

5.1 *Categories of Members*

The Members of the Company shall consist of:

- (a) Clubs, which subject to this Constitution, shall be represented by a Delegate, and who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Club at General Meetings;
- (b) appointed Delegates of unincorporated Clubs who shall have the right to receive notice of General Meetings and to be present, debate and vote on behalf of the Club at General Meetings;
- (c) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall have no voting rights;
- (d) Individual Members and Affiliate Members who shall have the right to be present at General meetings but shall have no rights to debate or to vote at General Meetings;
- (e) the Directors who shall have the right to be present and debate at General meetings but shall have no right to vote at General Meetings; and
- (f) such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Company in General Meeting.

5.2 *Life Members*

- (a) The Board may recommend to the AGM that any natural person who has rendered distinguished service to the Company or Bowls in New South Wales, where such

service is deemed to have assisted the advancement of Bowls in New South Wales, be appointed as a Life Member.

- (b) A resolution of the AGM to confer life membership (subject to **clause 5.2(c)**) on the recommendation of the Board must be a Special Resolution.
- (c) A person must accept or reject the Company's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

6. MEMBERSHIP

6.1 *Application for Membership*

An application for Membership must be:

- (a) from the applicant or its nominated representative, in writing on the form prescribed from time to time by the Board (if any), and lodged with the Company;
- (b) accompanied by a copy of the applicant's constitution (which must be acceptable to the Company and must be consistent with this Constitution) and the applicant's register of members; and
- (c) accompanied by the appropriate fee (if any).

By applying an applicant acknowledges and agrees that they voluntarily agree to be bound by the rules, Regulations and policies of the Company (as well as those of the NSO) including but not only this Constitution.

6.2 *Discretion to Accept or Reject Application*

- (a) The Board may, acting in the best interests of the Company and in good faith, accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Company shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Board accepts an application, the applicant shall, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The CEO shall amend the Register accordingly as soon as practicable.
- (c) Where the Board rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Company. No reasons for rejection need be given.
- (d) There is no right of appeal where the Board rejects an application for membership, whether a new application or a renewal application.

6.3 *Re-Affiliation*

- (a) Clubs must re-affiliate their membership annually with the Company. The Company may determine procedures for re-affiliation and set these down in Regulations from time to time. Members acknowledge and agree that membership renewal is not automatic. **Clause 6.2** applies to re-applications for membership.

- (b) Upon re-affiliation a Club must lodge with the Company an updated copy of its constitution (including all amendments) and must provide details of any change in its Delegate and any other information reasonably required by the Company. Each Club must ensure that its constitution is amended to conform to any amendments made to this Constitution.

6.4 Deemed Membership

- (a) All members which or who are, prior to the approval of this Constitution under the Act, members of RNSWBA and WBNSW, shall be deemed Members and their details entered into the Company's register of Members, from the time of registration of the Company and approval of this Constitution under the Act unless they expressly advise the Company in writing that they do not consent to such membership.
- (b) Clubs shall provide the Company with such details as are reasonably required by the Company under this Constitution within one (1) month of the Company making such request of Clubs.
- (c) Any persons prior to approval of this Constitution under the Act, who are not deemed Members under **clause 6.4(a)** shall be entitled to carry on such functions analogous to their previous functions as are provided for under this Constitution.

7. REGISTERS

7.1 Company to keep Register of Members

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

- (a) the full name, address, category of membership and date of entry to membership of each Club; and
- (b) the full name, address, category of membership and date of entry to membership of the appointed Delegate for unincorporated Clubs; and
- (c) the full name, residential address and date of entry to membership of each Director and Life Member; and
- (d) where applicable, the date of termination of membership of any Club.

Clubs, Directors and Life Members shall provide notice of any change and required details to the Company within one (1) month of such change.

7.2 Inspection of Register

Having regard to the Act, confidentiality considerations and privacy laws, inspection of the Register will only be available as required by the Act and under **clause 32.2(b)**. If permitted, only an extract of the Register, excluding the address or other direct contact details of any Life Member or Director, shall be available for inspection (but not copying) by Members, upon reasonable request.

7.3 Use of Register

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used solely to further the Objects, in such manner as the Board considers appropriate.

7.4 Other registers

The Company shall keep and maintain such other registers as may be required by the Act.

8. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the Regulations;
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Company and the NSO;
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Bowls; and
- (e) neither membership of the Company, nor this Constitution, gives rise to:
 - (i) any proprietary right of Members in, to or over the Company or its property or assets;
 - (ii) any automatic right of a Member to renewal of its membership of the Company; or

subject to the Act and the Company acting in good faith, any right to natural justice, unless expressly provided for in this Constitution;
- (f) they are entitled to all benefits, advantages, privileges and services of Company membership; and
- (g) a right, privilege or obligation of a person by reason of their membership:
 - (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.

9. DISCONTINUANCE OF MEMBERSHIP

9.1 Notice of Resignation

- (a) A Member having paid all arrears of fees payable to the Company may resign or withdraw from membership of the Company by giving one (1) months' notice in writing to the Company of such resignation or withdrawal.
- (b) A Club may not resign, disaffiliate or otherwise seek to withdraw from the Company without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must be provided to the Company.

- (c) If a Club ceases to be a Member under this Constitution, the Company membership of all Individual Members affiliated or registered with or through the Club shall not automatically cease at that time, but shall be dealt with by the Board.
- (d) When the Company receives notice of resignation of membership given under **clauses 9.1(a) and 9.1(b)**, it must make an entry in the Register that records the date on which the Member who or which gave notice ceased to be a Member.

9.2 Discontinuance for breach

Notwithstanding anything in the Act or this Constitution:

- (a) membership of the Company may be discontinued by the Board upon breach of any clause of this Constitution or the Regulations, including but not limited to the failure to pay any monies owed to the Company or failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee;
- (b) membership shall not be discontinued by the Board under **clause 9.2(a)** without the Board first giving the accused Member an opportunity to explain the breach and/or remedy the breach; and
- (c) where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Board giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

9.3 Discontinuance for failure to re-affiliate

Membership of the Company may be discontinued by the Board if a Club has not re-affiliated with the Company within one (1) month of re-affiliation falling due. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.3** as soon as practicable.

9.4 Member to Re-Apply

A Member whose membership has been discontinued under **clauses 9.2 or 9.3**:

- (a) must seek renewal and re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Board. There is no right of appeal where the Board refuses to re-admit a former Member under this clause.

9.5 Forfeiture of Rights

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

9.6 Delegate Position Lapses

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

9.7 Membership may be Reinstated

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Board, with such conditions as it deems appropriate.

9.8 Refund of Membership Fees

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

10. DISCIPLINE

Where the Board is advised or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Board or any duly authorised committee; or
- (b) acted in a manner unbecoming of a Member, or prejudicial to the Objects and/or interests of the Company, the NSO and/or Bowls; or
- (c) brought themselves, the Company, the NSO, any other Member or Bowls into disrepute;

the Board may commence or cause to be commenced, disciplinary proceedings against that Member.

That Member, will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Company whether set out in the Regulations or as otherwise determined by the Board.

11. SUBSCRIPTIONS AND FEES

- (a) The annual membership subscription (if any) and any fees or other levies payable by Members to the Company, the time for and manner of payment, shall be as determined by the Board.
- (b) The Board is empowered to prevent any Member whose annual subscription or any other fees are in arrears from exercising the whole or any of the rights or privileges of membership of the Club, including but not limited to the right to vote at General Meetings. There is no right to natural justice or any right of appeal where the Board exercises its power under this **clause 11(b)**.

12. INTERIM BOARD

- (a) From the date of adoption of this Constitution until the second AGM following adoption of this Constitution the Board will comprise five (5) persons appointed by RNSWBA and five (5) persons appointed by WBNSW (Interim Board). Such persons will be listed as Directors in the Company's registration application.
- (b) The Interim Board will appoint a chair from amongst its number who will hold office for a term of one (1) year but may be reappointed for a second year.

- (c) Should a casual vacancy occur in the Interim Board the remaining members of the Interim Board may fill that vacancy from appropriately qualified persons. Such appointee holds office until the second AGM following adoption of this Constitution.

13. POWERS OF THE BOARD

Subject to the Act and this Constitution, the business of the Company shall be managed, and the powers of the Company shall be exercised, by the Board. In particular, the Board as the governing body for Bowls in New South Wales shall be responsible for acting on State and local issues in accordance with the Objects and shall operate for the benefit of the Members and the community throughout New South Wales and shall govern Bowls in New South Wales and elsewhere in accordance with this Constitution and in particular the Objects.

14. COMPOSITION OF THE BOARD

14.1 *Composition of the Board*

From the second AGM following adoption of this Constitution the Board shall comprise:

- (a) eight (8) elected Directors who shall be elected under **clause 15**; and
- (b) up to two (2) appointed Directors who may be appointed under **clause 16**.

The Board must seek to maintain a gender ratio of four (4) male and four (4) female elected Directors.

A Director cannot also be a Delegate.

14.2 *Election and Appointment of Directors*

- (a) The elected Directors shall be elected under **clause 15**.
- (b) The appointed Directors may be appointed under **clause 16**.

14.3 *Portfolios*

The Board may allocate roles, portfolios and/or titles to Directors. Subject to this Constitution and any properly passed resolution of the Board, the allocation of portfolios or titles does not affect the powers and duties of Directors.

15. ELECTED DIRECTORS

The first elected Directors will be elected at the second AGM following the adoption of this Constitution. Four (4) male and four (4) female Directors must be elected. The Board must seek to maintain a gender ratio of four (4) male and four (4) female elected Directors.

15.1 *Nominations*

- (a) Nominations for elected Director positions shall be called for forty-eight (48) days prior to the AGM. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions may be determined by the Board from time to time.

- (b) Nominees for elected Director positions must declare any position they hold in a Club including as an officer (howsoever described including as a Delegate) or as a full-time employee.

15.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by an authorised representative from two (2) Clubs;
- (d) certified by the nominee (who must be an Individual Member) expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the Company not less than thirty-five (35) days before the date fixed for the AGM.

15.3 Elections

- (a) If the number of nominations received for the Board is equal to the number and type of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated may be declared elected subject to approval by the majority of Members present and entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Board, or if a person is not approved by the majority of Members under **clause 15.3(a)**, the positions will be deemed casual vacancies under **clause 17.1**.
- (c) If the number of nominations exceeds the number or types of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy on the Board. There may be a separate election for male and female candidates.
- (d) Voting shall be conducted by secret ballot and otherwise in such manner and by such method (including electronic ballots) as may be determined by the Board from time to time, noting that the Board must seek to maintain a gender ratio of four (4) male and four (4) female elected Directors.

15.4 Term of Appointment for Elected Directors

- (a) Directors elected under this **clause 15** shall be elected for a term of three (3) years. Subject to provisions in this Constitution relating to earlier retirement or removal of Directors and in particular but not only **clause 15.4(b)**, elected Directors shall remain in office from the conclusion of the AGM at which the election occurred until the conclusion of the third AGM following.
- (b) The rotation of terms of office shall be determined as follows:
 - (i) one (1) female elected Director and one (1) male elected Director shall retire from office after one (1) year;

- (ii) two (2) female elected Directors and one (1) male elected Director shall retire from office after two (2) years; and
- (iii) two (2) male elected Directors and one (1) female elected Director shall retire from office after three (3) years;

until, after three (3) years the eight (8) original elected Directors have retired after which those elected Directors (or their replacements) who first retired, shall retire and so on.

- (c) The sequence of retirements under **clause 15.4(b)** to ensure rotational terms shall be determined by the Board. If the Board cannot agree it will be determined by lot.
- (d) Following the adoption of this Constitution, no person who has served as an elected Director for a period of three (3) consecutive full terms (nine (9) years) shall be eligible for election or appointment as a Director until the next AGM following the date of conclusion of their last term as an elected Director.

16. APPOINTED DIRECTORS

16.1 *Appointment of Directors*

The Directors elected under **clause 15** may appoint up to two (2) appointed Directors of any gender.

16.2 *Qualifications for Appointed Directors*

The appointed Directors may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They do not need to be Individual Members but must be natural persons. Appointed Directors can not also be a Delegate.

16.3 *Term of Appointment for Appointed Directors*

- (a) Appointed Directors may be appointed by the elected Directors under this Constitution for a term of up to three (3) years, which shall commence from the Board meeting at which they are appointed.
- (b) Appointed Directors may be appointed to ensure rotational terms that coincide with the elected Directors' rotational terms.
- (c) Any adjustment to the terms of appointed Directors appointed under this Constitution, necessary to ensure rotational terms under this Constitution, shall be determined by the Board.
- (d) Following the adoption of this Constitution, no person who has served as an appointed Director for a period of three (3) consecutive full terms (nine (9) years) shall be eligible for election or appointment as a Director until the next AGM following the date of conclusion of their last term as an appointed Director.

17. VACANCIES ON THE BOARD

17.1 *Casual Vacancies*

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

17.2 *Grounds for Termination of Director*

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his/her/their creditors generally;
- (c) after reasonable consideration by the Board, is determined by the Board to have become Incapacitated and the Board reasonably expects the Director will remain Incapacitated for a period exceeding three (3) months, provided always that:
 - (i) the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made; and
 - (ii) any determination made under this **clause 17.2** shall be made with the Directors acting reasonably; or
- (d) 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) resigns their office in writing to the Company;
- (f) is absent without the consent of the Board from meetings of the Board held during a period of six (6) months;
- (g) holds any office of employment with the Company;
- (h) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his/her/their interest;
- (i) is otherwise removed under the Act; or
- (j) would otherwise be prohibited from being a director of a corporation under the Act.

17.3 *Board May Act*

If a casual vacancy or vacancies arises in the office of a Director or Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Director to a number sufficient to constitute such a quorum.

18. MEETINGS OF THE BOARD

18.1 *Board to Meet*

The Board must meet as often as is deemed necessary in every calendar year for the dispatch of business and subject to this Constitution may meet, adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board within a reasonable time.

18.2 *Decisions of Board*

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any question. Where voting is equal, there is no casting vote and the motion will be lost.

18.3 *Resolutions not in Meeting*

- (a) A resolution in writing, signed or assented to by any form of visible or other electronic communication by a majority of the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Approval of a Director by communication under their hand (ie an email, text, etc) constitutes a document being signed for the purposes of this clause. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.
- (b) Board meetings may be conducted virtually by the use of any form of electronic communication that allows Directors present at the meeting, to clearly and simultaneously communicate with each other.
- (c) A Director not physically present at a Board Meeting may participate in the meeting by the use of any form of electronic communication that allows that Director and the other Directors present at the meeting, to clearly and simultaneously communicate with each other.
- (d) A Director participating in a Board Meeting under this **clause 18.3** is taken to be present at the meeting and, if the Director votes at the meeting, is taken to have voted in person, subject always to this Constitution.

18.4 *Quorum*

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is half the current number of Directors plus one (1). A quorum must remain present throughout the meeting.

18.5 *Notice of Board Meetings*

Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their apology or presence) not less than seven (7) days written notice of the meeting of the Board shall be given to each Director. The agenda shall be forwarded to each Director not less than four (4) days prior to such meeting.

18.6 *Chair*

The Board shall appoint a chair from amongst its number. The chair shall be the nominal head of the Company and will act as chair of any Board meeting or General Meeting at

which they are present. If the chair is not present, or is unwilling or unable to preside at a board meeting the remaining Directors shall appoint another Director to preside as chair for that meeting only.

18.7 Directors' Interests

A Director is disqualified by holding any office in a Club or holding any place of profit or position of employment in the Company or in any company or incorporated association in which the Company is a shareholder or otherwise interested or from contracting with the Company either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be void unless approved by the Board.

18.8 Conflict of Interest

A Director shall declare their interest in any matter in which a conflict of interest arises or may arise, and shall absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes the vote shall not be counted. If there is any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

18.9 Disclosure of Interests

- (a) The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the relevant matter is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a matter after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.
- (b) All disclosed interests must also be disclosed to each AGM.

18.10 General Disclosure

A general notice that a Director is a member of any specified firm or company and that they are interested in all transactions with that firm or company is sufficient declaration under **clause 18.9** as regards such Director and the said transactions. After such general notice it is not necessary for the Director to give a special notice relating to any particular transaction with that firm or company.

18.11 Recording Disclosures

Any declaration made, any disclosure or any general notice given by a Director in accordance with any of **clauses 18.8, 18.9** and/or **18.10** must be recorded in the minutes of the relevant meeting, any applicable register and the otherwise in accordance with the Act.

19. CHIEF EXECUTIVE OFFICER

19.1 Appointment

A CEO may be appointed by the Board for such term and on such conditions as the Board thinks fit.

19.2 Company Secretary

The CEO shall act as and carry out the duties of Company secretary and shall administer and manage the Company in accordance with the Act and this Constitution. If there is no CEO the Directors shall appoint another person as Company secretary in accordance with the Act. The Directors may also appoint another person as Company secretary in addition to the CEO.

19.3 Specific Duties

The CEO shall:

- (a) unless otherwise directed by the Board, as far as practicable attend all Board meetings and all General Meetings;
- (b) prepare the agenda for all Board and General Meetings;
- (c) record and prepare minutes of the proceedings of all Board meetings and General meetings, and shall use their best endeavours to distribute minutes of General Meetings to Clubs promptly from the date of the meeting; and
- (d) regularly report on the activities of, and issues relating to, the Company.

19.4 Power to Manage

Subject to the Act, this Constitution, the Regulations and any policy directive of the Board, the CEO has power to perform all such things as appear necessary or desirable for the proper management and administration of the Company. No resolution passed by the Company in General Meeting shall invalidate any prior act of the CEO or the Board which would have been valid if that resolution had not been passed.

19.5 Chief Executive Officer may employ

The CEO may in consultation with the Board, as appropriate, employ such personnel as are deemed necessary or appropriate from time to time and such appointments shall be for such period and on such conditions as the CEO determines.

20. DELEGATIONS

20.1 Board may Delegate Functions

The Board may by instrument in writing create or establish or appoint special committees, individual officers and consultants to carry out specific duties and functions. The Board will determine what powers these committees are given. In exercising its power under this clause, the Board should consider broad stakeholder involvement and where possible gender diversity.

20.2 Delegation by Instrument

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

- (a) this power of delegation; and
- (b) a function imposed on the Board or the CEO by the Act or any other law, or this Constitution.

20.3 *Delegated Function Exercised in Accordance With Terms*

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

20.4 *Procedure of Delegated Entity*

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 18** above. The entity exercising delegated powers shall make decisions in accordance with the Objects, and shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information as required by the Board from time to time.

20.5 *Delegation may be Conditional*

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

20.6 *Revocation of Delegation*

The Board may by resolution and/or instrument in writing, at any time revoke wholly or in part any delegation made under this clause. The Board may also amend or repeal any decision made by such body or person under this **clause 20**.

21. SEAL

- (a) The Company may have a Seal upon which its corporate name shall appear in legible characters.
- (b) If the Company has a seal, it shall not be used without the express authorisation of the Board, and every use of the Seal shall be recorded in the Company's minute book. Two (2) Directors must witness every use of the Seal, unless the Board determines otherwise.

22. ANNUAL GENERAL MEETING

- (a) An AGM shall be held in accordance with the Act and this Constitution and on a date and at a venue to be determined by the Board.
- (b) All General Meetings other than the AGM shall be SGMs and shall be held in accordance with this Constitution.

23. SPECIAL GENERAL MEETINGS

23.1 *SGMs May be Held*

The Board may, whenever it thinks fit, convene a SGM.

23.2 *Requisition of SGMs*

- (a) The CEO shall on the requisition in writing of not less than five percent (5%) of voting Members convene a SGM.

- (b) The requisition for a SGM shall state the object(s) of the meeting, shall be signed by the voting Members making the requisition and be sent to the Company. The requisition may consist of several documents in a like form, each signed by one (1) or more of the Members making the requisitions.
- (c) If the CEO does not cause a SGM to be held within one (1) month after the date on which the requisition is sent to the Company, the Members making the requisition, or any of them, may convene a SGM to be held not later than three (3) months after that date.
- (d) A SGM 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 Board.

24. NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Club and Life Member and other Member entitled to receive notice at the address appearing in the Register kept by the Company. The auditor, CEO and Directors shall also be entitled to notice of every General Meeting, which shall be sent to their last notified address or via most recent contact details. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and day and hour of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - (i) the agenda for the meeting;
 - (ii) any notice of motion received from Members entitled to vote; and
 - (iii) forms of authority in blank for proxy votes.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 41**.

25. BUSINESS

- (a) The business to be transacted at the AGM includes the consideration of accounts and the reports of the Board and auditors, the election of Directors under this Constitution and subject to the requirements of the Act, the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and all business that is transacted at an AGM, with the exception of those matters set down in **clause 25(a)** shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

26. NOTICES OF MOTION

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the CEO not less

than thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting.

27. PROCEEDINGS AT GENERAL MEETINGS

27.1 *Quorum*

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings shall be five percent (5%) of Clubs represented by their Delegates.

27.2 *Chair to preside*

The chair of the Board shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) in relation to any election for which the chair is a nominee; or
- (b) where a conflict of interest exists.

If the chair is not present, or is unwilling or unable to preside the Directors present shall appoint another Director to preside as chair for that meeting only.

27.3 *Adjournment of Meeting*

- (a) If within half an hour from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the chair may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The chair may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in **clause 27.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

27.4 *Voting Procedure*

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

- (a) the chair; or
- (b) a simple majority of Delegates on behalf of their Clubs.

27.5 *Recording of Determinations*

Unless a poll is demanded under **clause 27.4**, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

27.6 *Where Poll Demanded*

If a poll is duly demanded under **clause 27.4** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

27.7 *Use of Technology*

- (a) General Meetings may be conducted virtually by the use of any form of electronic communication that allows persons present at the meeting, to clearly and simultaneously communicate with each other.
- (b) A Member not physically present at a General Meeting may participate in the meeting by the use of any form of electronic communication that allows that Member and the Members present at the meeting to clearly and simultaneously communicate with each other.
- (c) A Member participating in a General Meeting under this **clause 27.7** is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

27.8 *Procedural irregularities*

- (a) No decision of the Company, the Board or any Board authorised entity shall be invalid merely because of a failure to give proper notice under this Constitution or the Regulations or other irregularity in procedure required by this Constitution or the Regulations unless a person including any Member suffers substantial prejudice as a result of that failure to give proper notice or irregularity in procedure.
- (b) The Company, the Board or other Board authorised entity may confirm an earlier decision which may have been otherwise invalid because of a failure to give proper notice or other irregularity in procedure and the decision shall be deemed to be valid from the time it was originally made.

27.9 *Cancellation or postponement of General Meeting*

- (a) Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:
 - (i) Members according to the Act;
 - (ii) the Directors at the request of Members; or
 - (iii) a Court.
- (b) Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

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

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

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

- (i) the new date and time for the meeting;
- (ii) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and
- (iii) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

- (d) The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 27.8(b)**.
- (e) The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting

28. VOTING AT GENERAL MEETINGS

28.1 *Members Entitled to Vote*

Each Club shall be entitled to one (1) vote at General Meetings which, subject to this clause shall be exercised by the Club's Delegate. For unincorporated Clubs the Club Delegate is the voting Member. No other Member shall be entitled to vote but shall subject to this Constitution have, and be entitled to exercise, those rights set out in **clause 5.1**. The Directors and CEO shall have no right to vote at General Meetings.

28.2 *No Casting Vote*

Where voting at General Meetings is equal there is no casting vote and the motion will be lost.

28.3 *Postal or Electronic Voting*

No motion shall be determined by a postal or electronic ballot unless such ballot has been determined and approved by the Board. If the Board so determines, the postal or electronic ballot shall be conducted under procedures determined by the Board from time to time.

29. PROXY VOTING

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Board from time to time, has been duly completed and executed and is lodged with the CEO at or before the commencement of the meeting. Proxies shall only be exercised by Members entitled to vote. No Member entitled to vote shall hold and exercise more than one (1) proxy vote at any one (1) time.

- (b) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Delegate shall be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as they think fit.

30. STRATEGIC FORUM

The Company shall hold a strategic forum at least once per year. The object of the strategic forum is to:

- (a) inform the Board of significant membership issues;
- (b) assist the Board to design or review the Company's strategic plan and direction;
- (c) discuss statewide issues and allow Member, District and Zone issues to be raised and discussed; and
- (d) provide feedback to the Board on the results of its governance decisions in practice at Member level.

31. GRIEVANCE PROCEDURE

The Company may determine in Regulations a grievance procedure for disputes arising under this Constitution between a Member and:

- (a) another Member; or
- (b) the Company.

32. RECORDS AND ACCOUNTS

32.1 *Records*

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

32.2 *Records Kept in Accordance with Act*

- (a) Proper accounting and other records of the Company including books, minutes, documents and securities shall be kept in accordance with the Act and otherwise shall be kept in the care and control of the CEO.
- (b) Subject to the Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the financial records, accounts, books, securities or other relevant documents of the Company will be open for inspection by the Members. In making a determination under this clause the Board may consider any relevant privacy or confidentiality matter(s).

32.3 *Company to Retain Records*

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

32.4 Board to Submit Accounts

The Board shall submit to the Members at the AGM the statements of account of the Company in accordance with this Constitution and the Act.

32.5 Accounts Conclusive

The statements of account when submitted to an AGM shall be conclusive except as regards any error discovered in them within three months (3) after the AGM.

32.6 Accounts to be available to Members

The CEO shall ensure all persons entitled to receive notice of AGMs under this Constitution, receive or have access to a copy of the statements of account, the Board's report, the auditor's report and every other document required under the Act (if any).

32.7 Negotiable Instruments

All cheques and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) duly authorised Directors or in such other manner as the Board determines.

33. AUDITOR

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

34. INCOME

- (a) Income and property of the Company shall be:
 - (i) derived from such sources; and
 - (ii) managed in such manner;

as the Board determines from time to time subject always to the Act and this Constitution.
- (b) The income and property of the Company shall be applied solely towards the promotion of the Objects.
- (c) Except as prescribed in this Constitution or the Act:
 - (i) no portion of the income or property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Director; and
 - (ii) no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any Member who holds any office of the Company.

- (d) Nothing in **clauses 34(b) or 34(c)** shall prevent payment in good faith of or to any Member for:
- (i) any services actually rendered to the Company whether as an employee, Director or otherwise;
 - (ii) goods supplied to the Company in the ordinary and usual course of operation;
 - (iii) interest on money borrowed from any Member;
 - (iv) rent for premises demised or let by any Member to the Company;
 - (v) any out-of-pocket expenses incurred by the Member on behalf of the Company;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

35. WINDING UP

- (a) Subject to this Constitution the Company may be wound up or cancelled in accordance with the Act.
- (b) The liability of the Members of the Company is limited.
- (c) Every Club undertakes to contribute to the assets of the Company if it is wound up while a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the Company contracted before the time at which it ceases to be a Member and the costs, charges and expenses of winding up the Company, such an amount not exceeding one dollar (\$1.00).

36. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or cancellation of the Company there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members. Instead, the assets or property shall be given or transferred to another organisation(s) that has objects similar to the Objects. Such organisation(s) must prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on the Company by this Constitution. Such organisation(s) will be determined by the Members in General Meeting at or before the time of winding up or cancellation. If this does not occur, the decision is to be made by such judge of the Supreme Court of New South Wales or other Court as may have or acquire jurisdiction in the matter.

37. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution.

38. REGULATIONS

38.1 Board to Formulate Regulations

The Board may formulate, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Company, the advancement

of the Objects and Bowls in New South Wales and elsewhere. Such Regulations must be consistent with the Constitution and any policy directives of the Board.

38.2 *Regulations Binding*

All Regulations are binding on the Company and all Members.

38.3 *Regulations Deemed Applicable*

All clauses, rules, by-laws and regulations of the Company, RNSWBA and WBNSW (by whatever name) in force at the date of the approval of this Constitution insofar as such clauses, rules, by-laws and regulations are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Regulations and shall continue to apply and be in operation until amended or repealed by the Board.

38.4 *Changes Binding on Members*

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by such means as are determined and approved by the Board from time to time and prepared and issued by the CEO. Clubs shall take reasonable steps to distribute such changes to Individual Members. All changes are binding on all Members.

39. STATUS AND COMPLIANCE OF COMPANY

39.1 *Recognition of Company*

The Company is a member of NSO and is recognised by NSO as the controlling authority for Bowls in New South Wales and subject to compliance with this Constitution and the NSO constitution shall continue to be so recognised and shall administer Bowls in New South Wales in accordance with the Objects.

39.2 *Compliance of Company*

The Members acknowledge and agree the Company shall:

- (a) be or remain incorporated in New South Wales;
- (b) apply its property and capacity solely in pursuit of the Objects and Bowls;
- (c) do all that is reasonably necessary to enable the Objects to be achieved;
- (d) act in good faith and loyalty to ensure the maintenance and enhancement of Bowls, its standards, quality and reputation for the benefit of the Members and Bowls;
- (e) at all times act in the interests of the Members and Bowls;
- (f) not resign, disaffiliate or otherwise seek to withdraw from NSO without approval by Special Resolution; and
- (g) abide by the rules of Bowls.

39.3 *Operation of Constitution*

The Company and the Members acknowledge and agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Bowls are to be conducted, promoted, encouraged, advanced and administered throughout New South Wales and;
- (b) to ensure the maintenance and enhancement of Bowls, its standards, quality and reputation for the benefit of the Members and Bowls;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Bowls and its maintenance and enhancement;
- (d) to promote the economic and community service success, strength and stability of each other and to act interdependently with each other in pursuit of their respective objects;
- (e) to act in the interests of Bowls and the Members; and
- (f) that should a Member including but not only Clubs have governance, administrative, operational or financial difficulties the Board may act (but is not obliged) to assist the Member in whatever manner the Board considers appropriate.

39.4 Register

The Company shall maintain, in accordance with the Act, a Register of all Clubs and if appropriate all Individual Members. The Register shall also record the appointed Delegate for unincorporated Clubs.

40. STATUS AND COMPLIANCE OF CLUBS

40.1 Compliance

Clubs acknowledge and agree that they shall:

- (a) nominate a Delegate annually to attend General Meetings, and shall inform the Company of the details of that person accordingly;
- (b) register with the Company, financial members of the Club in accordance with the requirements and procedures set out in the Regulations;
- (c) provide the Company with copies of their audited accounts, annual financial reports and other associated documents as soon as practicable, following the Club's annual general meeting;
- (d) recognise the Company as the authority for Bowls in New South Wales and NSO as the national authority for Bowls;
- (e) adopt and implement such communications and Intellectual Property policies as may be developed by the Company from time to time; and
- (f) have regard to the Objects in any matter of the Club pertaining to Bowls.

40.2 Unincorporated Clubs

- (a) Where a Club is unincorporated the obligations on that Club under this Constitution shall continue to apply to that Club and to each member of that Club. The

unincorporated Club will use its best endeavours to provide the information required under this **clause 40**.

- (b) Given an unincorporated Club has no separate legal personality an unincorporated Club's appointed Delegate shall be the Member of the Company for the purposes of this Constitution.

40.3 Club Constitutions

- (a) The constituent documents of Clubs will clearly reflect the Objects and will be consistent with this Constitution.
- (b) Clubs will take all reasonable steps necessary to ensure their constituent documents are consistent with this Constitution.
- (c) Clubs shall provide to the Company a copy of their constituent documents and all amendments to these documents. Clubs acknowledge and agree that the Company has power to ask Clubs to reconsider and amend (if necessary) any provision in a Club constitution which, in the Company's opinion, is contrary to the Objects.
- (d) The constituent documents of each Club shall, at the earliest available opportunity, but within one year of the commencement of this Constitution, recognise the Company as the authority for Bowls in New South Wales and NSO as the national authority for Bowls in Australia.

40.4 Register

Clubs shall maintain, in a form acceptable to the Company, a register of all Members of the Club. Each Club shall provide a copy of the register at a time and in a form acceptable to the Company and shall provide regular updates of the register to the Company.

41. NOTICE

- (a) Notices may be given by the Company to any person entitled under this Constitution to receive any notice by sending the notice by:
 - (i) pre-paid post; or
 - (ii) electronic mail;
 - to the Member's registered address or electronic mail address, or in the case of a Delegate, to the last notified address or electronic mail address; or
 - (iii) prominently posting the notice on the Company's website.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by electronic mail or by posting the notice on the Company's website, service of the notice shall be deemed to be effected the next business day after it was sent or posted.

42. PATRONS

The Company at its AGM may appoint annually on the recommendation of the Board a chief Patron and such number of Patrons as it considers necessary, subject to approval of that person or persons.

43. INDEMNITY

- (a) Every Director, officer and employee of the Company shall be indemnified out of the property and assets of the Company against any liability incurred by them in their capacity as Director, officer or employee in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The Company shall indemnify its Directors, officers and employees against all damages and losses (including legal costs) for which any such Director, officer or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct in the case of:
 - (i) a Director or officer, performed or made whilst acting on behalf of and with the authority, express or implied of the Company; and
 - (ii) an employee, performed or made in the course of, and within the scope of their employment by the Company.

44. ZONES AND DISTRICTS

44.1 *Establishment of Districts and Zones*

- (a) The Board will establish or recognise Districts and Zones within New South Wales and surrounds to administer the conduct of Bowls in a defined geographical area.
- (b) Districts and Zones may be recognised and identified by the Board as either regional or metropolitan and otherwise as set out in the Regulations.
- (c) Subject to this Constitution the boundaries, composition, operation and procedures of Districts and Zones will be determined by the Board and set out in the Regulations.
- (d) The existing District structures of WBNSW and Zone structures of BNSW which were operating immediately prior to the adoption of this Constitution shall continue to operate subject to this Constitution until otherwise determined by the Board.
- (e) The Board may alter the composition of a District or Zone by giving no less than ninety (90) days' notice in writing of the proposed alteration to the Secretary of the District or Zone Association affected.

44.2 *Affiliation of Districts and Zones*

- (a) A District or Zone established under **clause 44.1** may be granted affiliation with the Company by the Board, provided that the constituent documents of the District or Zone:
 - (i) are provided to the Board as soon as practical, after being granted affiliation;

- (ii) are not inconsistent with this Constitution; and
- (iii) clearly reflect or include provisions for like objects to:
 - (A) participate as an affiliate of the Company and arrange and conduct, in conjunction with the Company, the affairs of the Company within the boundaries in which it is recognised;
 - (B) promote and act on behalf of the interests of its affiliated Clubs; and
 - (C) conduct, encourage, promote, advance, administer Bowls within the District or Zone.
- (iv) The Board may, in its absolute discretion, terminate the affiliation of a District or Zone if at any time the District or Zone is abolished or otherwise altered in accordance with **clause 44.1(e)**.