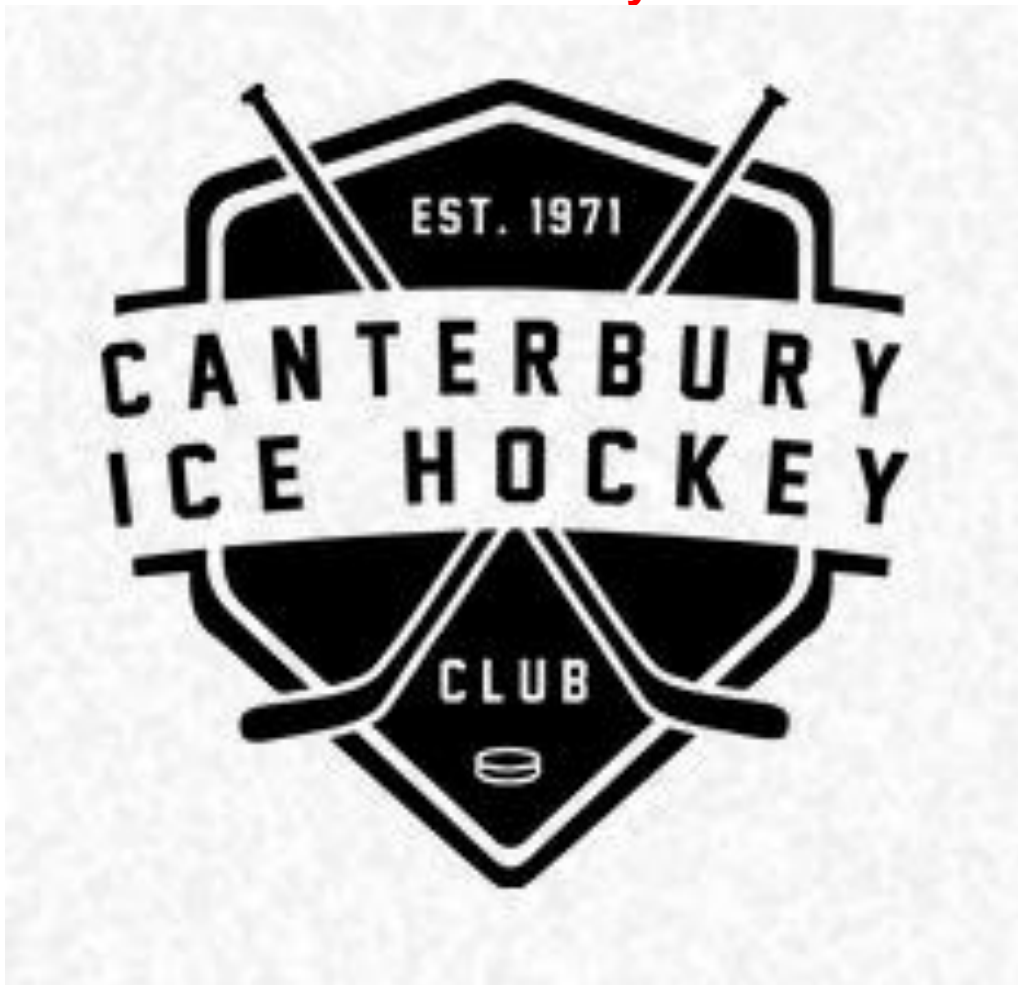


# CANTERBURY ICE HOCKEY CLUB INCORPORATED

## CONSTITUTION

**Final: 19 January 2019**



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# ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

## CONSTITUTION

### CANTERBURY ICE HOCKEY CLUB INC.

#### 1. NAME OF CLUB

The name of the Club is Canterbury Ice Hockey Club Incorporated.

#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1 Definitions

In this Constitution:

**Act** means the *Associations Incorporation Act 2009* or any successor or replacement legislation.

**Board** means the committee of management of the Club elected pursuant to **clause 15.3**.

**CIHC** or the **Club** means Canterbury Ice Hockey Club Incorporated.

**Constitution** means this Constitution.

**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.

**Executive** means the Office Bearers collectively from time to time.

**Financial Member** means an Individual Member that is in financial good standing at any relevant time, or a Life Member.

**Financial Year** (unless determined otherwise by the Board) means a period of 12 months commencing on 1 September each year.

**General Meeting** means the annual or any special general meeting of the Club.

**IHA** means Ice Hockey Australia, as the national sporting organisation for ice hockey in Australia.

**IHNSW** means Ice Hockey New South Wales, as the state sporting organisation for ice hockey.

**Individual Member** means a registered Member of the Club who is a natural person at least 18 years of age, including a Parent Member.

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

**Junior Member** means a Member who is younger than 18 years of age.

**Life Member** means a natural person appointed as a Life Member of the Club under **clause 5.2**.

**Member** means a person who is a member of the Club for the time being under **clause 5**.

**Objects** means the Objects of the Club set out in **clause 3**.

**Office Bearer** means the duly chosen President, Vice-President, Secretary or Treasurer.

**Parent Member** means a legal parent or guardian of a Junior Member of the Club.

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

**President** means the Director most recently chosen by the Board to hold that position.

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

**Regulations** means any rules, by-laws, policies or regulations made by the Board under clause 35.

**Seal** means the common Seal of the Club (if any).

**Secretary** means the Director most recently chosen by the Board to hold that position.

**Special Resolution** means a Special Resolution defined in the Act.

**Treasurer** means the Director most recently chosen by the Board to hold that position.

**Vice-President** means the Director most recently chosen by the Board to hold that position.

## **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 any gender include the other genders;
- d) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- e) 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
- f) a reference to "writing" includes any form of communication which is capable of being stored and retrieved for future reference.

## **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. The model constitution under the Act is expressly displaced by this Constitution.

## **3. OBJECTS OF THE CLUB**

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

- a) conduct, encourage, promote, advance and administer the sport of ice hockey primarily in association with the Canterbury Olympic Ice Rink;
- b) act, at all times, on behalf of and in the interest of Members and the sport of ice hockey;
- c) affiliate and otherwise liaise with IHA and IHNSW to further these Objects;
- d) abide by, promulgate, enforce and secure uniformity in the application of the rules of ice hockey as may be determined from time to time by IHA and IHNSW and as may be necessary for the management and control of ice hockey and related activities in New South Wales;
- e) advance the operations and activities of the Club; and
- f) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

## **4. POWERS OF THE CLUB**

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

## **5. MEMBERS**

### **5.1 Members**

The Members of the Club comprise:

- a) Life Members who, subject to this Constitution, have the right to receive notice of General Meetings and to be present, to debate and to vote, at General Meetings;
- b) Individual Members who, subject to this Constitution, have the right to receive notice of General Meetings and to be present, to debate and to vote at, General Meetings;
- c) Parent Members who, subject to this Constitution, have the right to receive notice of General Meetings and to be present, to debate and to vote at, General Meetings; and
- d) Junior Members who, subject to this Constitution, may attend but have no right to receive notice of, nor to speak or vote at, General Meetings.

### **5.2 Life Members**

- a) The Board may recommend to the annual General Meeting that any natural person who has rendered distinguished service to the Club be appointed as a Life Member.

- b) A resolution of the annual General Meeting 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 Club's resolution to confer life membership in writing. Upon written acceptance, the person's details are to be entered upon the Register, from which time the person becomes a Life Member until their Life Membership is revoked or they die.

## **6. MEMBERSHIP APPLICATION**

### **6.1 Application for Membership**

An application for membership must be:

- a) from the applicant, in writing on the form prescribed from time to time by the Board (if any), and lodged with the Club; and
- b) accompanied by the appropriate fee (if any).

By applying an applicant is to be taken as having acknowledged and agreed to be bound by this Constitution and all rules, regulations and policies of the Club, IHNSW and IHA.

### **6.2 Discretion to Accept or Reject Application**

- a) The Board may accept or reject an application whether or not the applicant has complied with the requirements in **clause 6.1** and without any reason for such acceptance or rejection.
- b) Where the Board accepts an application, the applicant becomes a Member upon their particulars being entered in the Register.
- c) Where the Board rejects an application, it must refund any fees forwarded with the application.

### **6.3 Renewal**

- a) Members (other than Life Members) must re-apply for membership annually in accordance with the timeframes and procedures set down by the Club 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-application a Member must provide details of any change in their personal details, and any other information reasonably required by the Club.

### **6.4 Deemed Membership**

- a) All persons who are, prior to the approval of this Constitution under the Act, members of the Club in financial good standing continue as Members from the time of approval of this Constitution under the Act until midnight on the last day of February next following that approval unless the term of their membership is otherwise renewed or extended under this Constitution.

## **7. REGISTER OF MEMBERS**

### **7.1 Club to Keep Register**

The Club must maintain a Register (in written or electronic form) containing (as a minimum):

- a) the full name, and postal address together with (optional for Junior Members) email address and mobile phone number of the Member;
- b) the category of membership of the Member;
- c) the date on which the Member first joined the Club (if known) and the date that person last renewed their membership; and
- d) any other particulars determined by the Board from time to time.

Members must notify the Secretary in writing of any change to their registered particulars within one month of such change.

## **7.2 Inspection of Register**

Having regard to privacy and confidentiality considerations, inspection of the Register will only be available as required by the Act and under **clause 29.2(b)**. If permitted, only an extract of the Register, excluding the address or other direct contact details of any Member, shall be made available for inspection (but not copying) by Members.

## **7.3 Use of Register**

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

## **8. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- a) this Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.
- b) they must comply with and observe the Act, the Regulations, this Constitution, the Rules and Policies made or adopted by the Board or under delegated authority;
- c) by submitting to this Constitution and the Regulations, they are subject to the jurisdiction of the Club, IHNSW and IHA;
- d) the Constitution and the Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of ice hockey players, officials and volunteers;
- e) neither membership of the Club nor this Constitution gives rise to:
  - (i) any proprietary right of Members in, to or over the Club or its property or assets;
  - (ii) any automatic right of a Member to renewal of their membership of the Club;
  - (iii) subject to the Act and the Club acting in good faith, the right of Members to natural justice, unless expressly provided for in this Constitution;
- f) they are entitled to all benefits, advantages, privileges and services of Club membership; and
- g) a right, privilege or obligation of a person by reason of their membership of the Club:
  - (i) is not capable of being transferred or transmitted to another person; and

- (ii) terminates upon the cessation of membership whether by death, resignation, expiry or otherwise.

## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1 Notice of Resignation**

- a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving notice in writing to the Club of such withdrawal or resignation. When the Club receives a notice given under **clause 9.1a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

### **9.2 Discontinuance for Breach**

Notwithstanding anything in the Act or this Constitution:

- a) membership of the Club 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 moneys owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee;
- b) membership may not be discontinued under **clause 9.2a)** without the Board first giving the accused Member an opportunity to explain and/or remedy the breach; and
- c) where in the Board's view a Member fails adequately to explain the breach, that Member's membership shall be discontinued under **clause 9.2a)** 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 Member to Re-Apply**

A Member whose membership has ceased or been discontinued under **clauses 9.1** or **9.2**:

- a) may re-apply for membership in accordance with this Constitution; and
- b) may be re-admitted at the discretion of the Board. The Board may refuse to re-admit a person for any or no reason.

### **9.4 Forfeiture of Rights**

A person who ceases to be a Member, for whatever reason, forfeits all rights in and claims upon the Club and its property and must not use any property of the Club including Intellectual Property. Any Club documents, records or other property in the possession, custody or control of that Member must be returned to the Club immediately.

### **9.5 Membership may be Reinstated**

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

## **10. DISCIPLINE**

### **10.1 Disciplinary proceedings**

The Board may commence disciplinary proceedings against a Member who is alleged by any other Member to have:

- 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 sub-committee;
- b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or the sport of ice hockey; or
- c) brought themselves, the Club, any other Member or the sport of ice hockey into disrepute.

## **10.2 Procedure**

- a) An accused Member is subject to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Rules, Policies and as otherwise determined by the Board.
- b) Without limiting the operation of **clause 10.2(a)** the Board may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Rules, Policies or as otherwise determined by the Board but subject always to the Act. The Chairman of the Judiciary Committee must be a legal practitioner with a current unrestricted practising certificate issued by the Law Society of NSW.

## **11. SUBSCRIPTIONS AND FEES**

- a) The annual membership subscription and any other fees or levies payable by Members or categories of Members to the Club, the benefits which apply, the time for, and manner of payment, shall be determined by the Board from time to time.
- b) A Member whose annual subscription or any other fees are in arrears must refrain from exercising the whole or any of the rights or privileges of membership of the Club, and any such person may not vote at General Meetings.

## **12. EXISTING DIRECTORS**

Any person who was a member of the Committee of the Club immediately prior to the commencement of this Constitution under the Act is to continue in office thereafter as a Director/Office Bearer as if elected to or chosen for that role under this Constitution at the last annual General Meeting of the Club. The positions of Directors and Office Bearers are thereafter to be elected, chosen and otherwise dealt with in accordance with this Constitution.

## **13. POWERS OF THE BOARD**

Subject to the Act and this Constitution, the business of the Club is to, be managed, and the powers of the Club are to be exercised, by the Board.

## **14. COMPOSITION OF THE BOARD**

### **14.1 Composition of the Board**

The Board is to comprise up to 10 Directors:

- a) up to seven of whom must be elected by the Members under **clause 15**; and
- b) up to three of whom may be appointed/removed by the elected Directors under **clause 16**. An appointed Director is not eligible to be chosen as an Office Bearer.

## **14.2 Portfolios**

Directors who are not Office Bearers may be allocated such other portfolio responsibilities as the Board thinks fit. Such portfolio allocations do not affect the powers and duties of Directors.

## **15. ELECTED DIRECTORS**

### **15.1 Nominations for Board**

- a) Nominations for up to seven elected Director positions are to be called for not less than 28 days prior to each annual General Meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions to be filled must also be provided. Such qualifications and job descriptions may be determined by the Board from time to time.
- b) Candidates for elected Director positions must declare any position they hold in the IHNSW or IHA as well as any other position of conflict or potential conflict.

### **15.2 Form of Nomination**

Nominees must be Individual Members in good financial standing and nominations must be:

- a) in writing;
- b) in the prescribed form (if any);
- c) seconded by two Individual Members in good financial standing;
- d) endorsed by the nominee to signify his or her willingness to serve as a Director for a full term; and
- e) delivered to the Secretary not less than 14 days before the date fixed for the annual General Meeting, or in the event that there is a vacancy in the position of Secretary, to any other Office Bearer.

### **15.3 Elections**

- a) If the number of nominations for Director is less than or equal to seven, those nominated become Directors at the conclusion of the annual General Meeting.
- b) If the number of nominations exceeds seven then an election is to be conducted to choose seven of the nominees to be Directors.
- c) Voting and any other matters necessary for the conduct of an election are to be conducted in such a manner and by such a method as determined by the Board from time to time and, failing such determination, by a show of hands.

### **15.4 Term of Appointment for Elected Directors**

- a) Directors elected under this **clause 15 take office from the conclusion of the meeting at which they are elected until the conclusion of the second annual General Meeting after that election**, subject to provisions in this Constitution relating to early retirement or removal of Directors.
- b) A person is not eligible to be elected as a Director if they have been a Director for more than seven consecutive years following the commencement of this Constitution.

## **16. APPOINTED DIRECTORS**

### **16.1 Appointment of Directors**

The elected Directors may appoint up to three additional Directors but need not do so.

### **16.2 Qualifications for Appointed Directors**

The appointed Directors may have specific skills in commerce, finance, marketing, law, commerce or in sport development or coaching. A person need not be a Member to be appointed as a Director under clause 16.1.

### **16.3 Term of Appointment**

An appointed Director holds office until the conclusion of the annual General Meeting next following their appointment, but is eligible for re-appointment by the Board from the conclusion of that meeting. A person may not be re-appointed as a Director if they have served as a Director for more than seven consecutive years.

## **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. A person filling a casual vacancy holds office only until the conclusion of the next annual General Meeting unless they are re-elected or appointed in accordance with other provisions of 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 or her creditors generally;
- c) 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;
- d) resigns his or her office in writing to the Club;
- e) is absent without leave from more than four consecutive meetings of the Board;
- f) holds any office of employment with the Club without the approval of the Board (payment of travel or other allowances is not to be taken to indicate employment);
- g) is directly or indirectly interested in any material contract or proposed contract with the Club and fails to declare the nature of that interest;
- h) in the bona fide opinion of the Board (but subject always to this Constitution) has:
  - (i) acted in a manner unbecoming or prejudicial to the Objects or interests of the Club;
  - (ii) brought themselves or the Club into disrepute;
- i) is removed by Special Resolution at a General Meeting; or

- j) is otherwise prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth.)*.

### **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. 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 Directors to a number sufficient to constitute a quorum.

## **18. MEETINGS OF THE BOARD**

### **18.1 Board to Meet**

The Board must meet at least once every three months. Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. Any Director may convene a meeting of the Board on not less than six business days' notice provided that the nature of the business proposed to be dealt with is disclosed in the notice convening the meeting.

### **18.2 Decisions of Board**

Subject to this Constitution, questions arising at any meeting of the Board are to be decided by a majority of votes with each Director having one vote on any question. Where the votes are equal, the chairman of the meeting may exercise a second or casting vote.

### **18.3 Circular Resolutions**

- a) A written resolution assented to by all elected Directors is as valid and effectual as if it had been passed at a meeting of Directors duly convened and held on the date and time that the last Director signs. Any such resolution should ideally be signed electronically by each Director or, if that is not practicable, may consist of several documents in like form each signed by one or more of the Directors.
- b) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the Board may be held where one or more of the Directors is not physically present at the meeting, provided that:
  - (i) all persons participating in the meeting are able to communicate with each other contemporaneously by means of telephone or other form of electronic communication. An interruption to the communications that continues for less than 15 minutes will not affect the validity of the meeting but an interruption of longer duration which reduces those participating below a quorum effects an automatic adjournment of the meeting until effective communication has been restored or to such other date and time as the Office Bearers may determine;
  - (ii) notice of the meeting is given to all Directors entitled to attend;
  - (iii) at any meeting where a Director or Directors needed to form a quorum is not physically present the meeting is to be taken as held at the time and place where the chairman of the meeting is located.

### **18.4 Quorum**

At least 40% of the number of elected Directors (rounded down to the nearest whole integer) is required to constitute a quorum for any meeting of Directors, at least two of whom must be Office Bearers. Subject to clause 18.3(b)(i), 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 is sufficiently evidenced by their apology or presence) not less than 13 days' written notice of any proposed meeting of the Board must be given to each Director, with the Agenda and any associated papers furnished to each Director at least two business days before the meeting.

## **18.6 President**

The Board is to choose a President from among its number. The President is the nominal head of the Club and will chair any Board meeting or General Meeting at which he or she is present. If the President is not present, or is unwilling or unable to preside at a Board meeting, the remaining Directors may appoint another Director to preside as chairman for that meeting.

## **18.7 Conflict of Interest**

Directors must declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. Unless expressly permitted by the Board, conflicted Directors must absent themselves from discussions of such matters and may not vote in respect of such matters. 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 must be determined immediately by the Board. If this is not possible, the matter must be adjourned or deferred.

## **18.8 Disclosure of Interests**

The nature of the interest of a Director must be declared at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be disclosed to the Board at the next meeting of the Board. 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's interest has arisen.

## **18.9 General Disclosure**

A general notice stating that a Director is a member of or affiliated with any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 18.8**. After such general notice, it is not necessary for the Director to give a special notice regarding any particular transaction with that firm or company.

## **18.10 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Director under this clause 18 must be recorded in the minutes of the relevant meeting and otherwise in accordance with the Act.

# **19. ANNUAL GENERAL MEETING**

- a) The Club's annual General Meeting is to be held at least once in each calendar year on a date and at a venue determined by the Board.
- b) All General Meetings other than the annual General Meeting are special General Meetings and are to be held in accordance with this Constitution.

## **20. SPECIAL GENERAL MEETINGS**

### **20.1 Special General Meetings may be held**

The Board may, whenever it thinks fit, convene a special General Meeting.

### **20.2 Requisition of Special General Meetings**

- a) The Secretary must convene a special General Meeting when at least 5% of Financial Members sign a requisition in writing to that effect, provided that the requisition specifies the business proposed to be conducted at the meeting and such business may properly be the subject of a special General Meeting under the Act, the Regulations or this Constitution.
- b) If the Secretary does not cause a special General Meeting to be held within 60 days of receipt of a valid requisition under sub**clause (a)**, the Members making the requisition may convene a special General Meeting to be held no later than 90 days after that date.
- c) A special General Meeting convened by Members under this Constitution is to be convened in the same manner, or as close as possible, as those convened by the Board, and the cost of convening the meeting are to be paid by the Club provided no other meeting has been convened by Members under subclause (b) within the 12 months preceding the requisition referred to in subclause (a).

## **21. NOTICE OF GENERAL MEETING**

- a) Notice of every General Meeting, whether an annual General Meeting or special General Meeting, is to be given to every Life Member and Individual Member entitled to receive notice. Notices must be sent to the email address of a Member appearing in the Club's Register. If the Register does not record a valid email address for a Member the Secretary must send the notice to that Member's postal address. The auditor (if appointed) and Directors are also be entitled to receive notice of every General Meeting. No other person is entitled, as of right, to receive notices of General Meetings.
- b) A notice of a General Meeting must specify the place, day and hour of the meeting and state the business to be transacted at the meeting.
- c) At least 18 days' notice of a General Meeting must be given to Financial Members, together with:
  - (i) the agenda for the meeting; and
  - (ii) any valid notice of motion received from Members
- d) Notice of every General Meeting is to be given in accordance with **clause 34**.

## **22. BUSINESS**

- a) The ordinary business of each annual General Meeting is confined to the consideration of accounts and the reports of the Board and auditors (if any), the election of Directors under this Constitution and, subject to the requirements of the Act, the appointment of auditors.
- b) Apart from the matters referred to in paragraph (a), any business that is dealt with at a General Meeting, including an annual General Meeting, is special business.

- c) No business may be dealt with at a General Meeting if it has not been included on the notice for a General Meeting.

## **23. NOTICES OF MOTION**

Financial Members 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 Club no less than 14 days (excluding receiving date and meeting date) prior to the General Meeting.

## **24. PROCEEDINGS AT GENERAL MEETINGS**

### **24.1 Quorum**

No business may be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club is 5% of Financial Members. A certificate signed by the Treasurer of the Club is *prima facie* evidence of the financial status of any Member.

### **24.2 Chairman to Preside**

The President is to chairman every General Meeting except:

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

If the chairman President is not present, or is otherwise unwilling or unable to preside, the Members present may appoint another Director to chairman the meeting during the President's unavailability.

### **24.3 Adjournment of Meeting**

- a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting stands adjourned to a date, time or place determined by the chair. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting lapses.
- b) The chairman may, with the consent or at the direction of any meeting at which a quorum is present, adjourn the meeting from time to time and from place to place. No business may be transacted at any adjourned meeting other than the notified business left unfinished prior to the adjournment.
- c) If a meeting is adjourned for more than 28 days fresh notice must be given setting out the unfinished business of the adjourned meeting.

### **24.4 Voting Procedure**

At any meeting a resolution is to 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 the Members.

### **24.5 Recording of Determinations**

Unless a poll is demanded, the chair's declaration is conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number

of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's Minutes.

#### **24.6 Where Poll Demanded**

If a poll is duly demanded the count is to be conducted in such a manner, and either at once or after an interval or adjournment or otherwise, as the chairman directs. The number of votes for and against is to be recorded in the Minutes as well as the resolution of the meeting.

#### **24.7 Procedural irregularities**

- a) No decision of the Members, the Directors or any committee of the Club is to be regarded as invalid merely because of a failure to give proper notice or some other irregularity in procedure unless a person suffers substantial prejudice as a result of that irregularity.
- b) If an earlier decision may have been invalid because of any irregularity it subsequently may be ratified in which case the original decision is to be taken to have been valid from the time it was originally made.

### **25. VOTING AT GENERAL MEETINGS**

#### **25.1 Members Entitled to Vote**

Each Financial Member is entitled to 1 vote at General Meetings. No other Member is entitled to vote.

#### **25.2 Chairman May Exercise Casting Vote**

Where votes for and against a resolution are equal, the chairman may exercise a casting vote. If the chairman does not exercise a casting vote the motion will be lost.

#### **25.3 No Proxy Voting**

Voting at a General Meeting must be in person or, if the Directors so resolve, by electronic ballot conducted in such manner as the Directors may determine.

### **26. GRIEVANCE PROCEDURE**

- a) The grievance procedure set out in this clause applies to disputes between a Member and:
  - (i) another Member; or
  - (ii) the Club, but does not apply to any appeal by a Member against a decision made in accordance with the disciplinary proceedings described in **clause 10**.
- b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.
- c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties may refer the dispute to a community justice centre for mediation under the *Community Justice Centres Act 1983* or for private mediation in which case the parties are to share the costs of the mediation in equal shares.

- d) If the dispute is not resolved by mediation the Board may thereafter take whatever steps it considers in the best interests of the Club and the Members concerned.

## **27. RECORDS AND ACCOUNTS**

### **27.1 Records**

The Club is to keep proper financial records and minutes recording its transactions, business, meetings and dealings. These may be kept in suitable electronic form if desired and otherwise must comply with the Act and be open for inspection by Financial Members on reasonable notice.

### **27.2 Board to Submit Accounts**

Annual accounts are to be laid before each annual General Meeting in accordance with this Constitution and the Act.

### **27.3 Accounts Conclusive**

An annual profit and loss account and balance sheet must be made available at every annual General Meeting and, once approved or adopted, are to be taken as conclusive unless errors have been discovered within three months after such approval or adoption.

### **27.4 Club funds**

No withdrawal may be made from Club funds without authority of the Directors, which may be delegated to any two Directors for amounts below \$10,000.

## **28. AUDITOR**

- a) A properly qualified auditor or auditors is to be appointed by the Club in General Meeting. Subject to the following subparagraph, the auditor's duties are to be in accordance with the Act, the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Board.
- b) Unless the Board determines that an additional audit is required in respect of a particular intervening Financial Year, the accounts of the Club need only be examined and the correctness of the profit and loss account and balance sheets ascertained by an auditor or auditors at the conclusion of every Financial Year that ends on 30 June in a year that ends with a "5" or a "0" such as "2020", "2025", "2030" and so on.

## **29. INCOME**

- a) Income and property of the Association may be:
  - (i) derived from such sources; and
  - (ii) managed in such manneras the Board determines from time to time subject always to the Act and this Constitution.
- b) The income and property of the Club must 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 Club may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member or Director; and
- d) no remuneration or other benefit in money or money's worth may be paid or given by the Club to any Member or Director except by way of re-imbursement of expenses incurred in attending to Club business or for:
  - (i) any services actually rendered to the Club whether as an employee, director or otherwise;
  - (ii) goods supplied to the Club 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 Club; or
  - (v) any out-of-pocket expenses incurred by a Member on behalf of the Club;

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

### **30. WINDING UP**

- a) Subject to this Constitution the Club may be wound up or dissolved in accordance with the Act.
- b) The liability of the Members of the Club is limited.
- c) Every Individual Member undertakes to contribute up to \$1.00 to the assets of the Club if it is wound up or cancelled while they are a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up or cancelling the registration of the Club.

### **31. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they are to be given or transferred to or among such other amateur ice hockey clubs as IHNSW may determine which have a Constitution with objects similar to the Objects and which prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club by this Constitution.

### **32. ALTERATION OF CONSTITUTION**

This Constitution may only be altered by Special Resolution carried by at least 66% of Financial Members voting at a General Meeting of which proper notice has been given to all Financial Members.

### **33. BY-LAWS AND POLICIES**

#### **33.1 Board may adopt By-laws and Policies**

The Board may formulate, issue, adopt, interpret and amend By-laws and Policies for the proper advancement, management and administration of the Club, the advancement of the Objects and the Sport provided that they are consistent with this Constitution and the Act.

### **33.2 Regulations Binding**

This Constitution, the By-laws and all Policies in force from time to time are binding on the Club and all Members.

## **34. NOTICES**

- a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice if:
  - (i) sent read receipt requested to the Member's last known email address or, failing that
  - (ii) prominently posted on the Club's website at [www.cihc.org.au](http://www.cihc.org.au) or at such other website as the Directors may reasonably determine and make known to all Members.
- b) Where a notice is sent by regular post, by electronic mail or by posting on the Club's website, service of the notice is to be taken to have been effected on a Member at 12 noon Sydney time on the next business day.

## **35. INDEMNITY**

- a) Every Director and employee of the Club is hereby indemnified out of the property and assets of the Club against any liability incurred by them in bona fide carrying out their duties as Director or employee and in defending any proceedings, civil or criminal, in which they become involved as a result unless it is found by a Court of competent jurisdiction that the Director or employee acted dishonestly or criminally to an extent which is disentitling in that regard.