

ATHLETICS NORFOLK ISLAND

ARTICLES OF ASSOCIATION (CONSTITUTION)

(as amended 19 January 2010)

1. NAME OF ASSOCIATION

The name of the Association is Athletics Norfolk Island (**the Association**).

2. DEFINITIONS AND INTERPRETATION 2.1 Definitions

In this Constitution unless the contrary intention appears:

“Act” means the *Associations Incorporation Act 2005 (NI)*.

‘Board’ means the body managing the Association and consisting of the directors.

“Constitution” means this Constitution of the Association.

“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.

“Family Member” means a registered, financial Family Group Member of the Association and must include someone over the age of 18 (for the purposes of attending and casting votes at general meetings).

“General Meeting” means the annual or any special general meeting of the Association.

‘Individual Member’ means a registered, financial Member of the Association, who is at least 18 years of age.

“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 Association or any activity of or conducted, promoted or administered by the Association in Norfolk Island.

“International Organisation/Body” means the International Association of Athletics Federations (IAAF)

‘Junior Member’ means a registered Member of the Association who is younger than 18 years of age.

'Life Member' means an Individual appointed as a Life Member of the Association under **clause 5.2**.

'Member' means a Member of the Association for the time being under **clause 5**.

'Objects' means the Objects of the Club in **clause 3**.

'Regional Organisation/Body' means the Regional Association being the Oceania Athletics Association (OAA).

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

'Seal' means the common Seal of Athletics Norfolk Island (if any).

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. Model rules under the Act are expressly displaced by this Constitution.

3. OBJECTS OF THE ASSOCIATION.

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

- . (a) conduct, encourage, promote, advance and administer Athletics throughout the local area;
- . (b) act, at all times, on behalf of and in the interest of the Members and Athletics in Norfolk Island
- . (c) affiliate and otherwise liaise with the regional and international organisations of which the Association is a Member and adopt their rule and policy frameworks to further these Objects
- . (d) abide by, promulgate, enforce and secure uniformity in the application of the rules of Athletics as may be determined from time to time by the International Federation (IAAF) and as may be necessary for the management and control of Athletics and related activities in Norfolk Island;
- . (e) advance the operations and activities of the Association in Norfolk Island;
- . (f) have regard to the public interest in its operations; and
- . (g) 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 ASSOCIATION. Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under the Act, the legal capacity and powers of a company as set out under the *Companies Act 1985 (NI)*.

5. MEMBERS

5.1 Members

The Members of the Association shall consist of:

- . (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present at General Meetings;
- . (b) Individual Members who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings
- . (c) Family Members who subject to this Constitution, shall have the right to receive notice of General Meetings and to have a single family representative present, who must be over 18 years of age, to debate and to vote at General Meetings
- . (c) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate 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 Association 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 Association's resolution to confer life membership. Upon 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 APPLICATION

. **6.1 Application for Membership** An application for membership must be:

- . (a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Association for the consideration by the Board;
- . (b) signed by two (2) current members (other than Junior members); and
- . (b) accompanied by the appropriate fee (if any).

.

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

- .
- (a) The Board, at its next meeting following receipt of an application for membership, may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Board 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 then, and only then, become a Member. Membership shall be deemed to commence upon acceptance of the application by the Board. The Register shall be amended 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 Association.
- .

- .
- 6.3 Renewal** Members (other than Life Members) must renew their membership annually, at the time of the Annual General Meeting, in accordance with the procedures set down by the Board in Regulations from time to time.

. **6.4 Deemed Membership**

- .
- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Association shall be deemed Members from the time of approval of this Constitution under the Act.
 - (b) Any Members of the Association, 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. REGISTER OF MEMBERS

7.1 Association to Keep Register

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

- (a) the name of each Member; and
- (b) where applicable, the date of termination of membership of any Member.

Members shall provide notice of any change and required details to the Club within one month of such change.

- . **7.2 Inspection of Register** Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

8.EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- . (a) This Constitution forms a contract between each of them and the Association 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 Association and the regional and international organisations to whom the Association is affiliated.
- . (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Athletics; and
- . (e) they are entitled to all benefits, advantages, privileges and services of Association membership.

9.DISCONTINUANCE OF MEMBERSHIP

. 9.1 Notice of Resignation

- . (a) A Member who has paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving one month's notice in writing to the Association.
- . (b) Once the Club receives a notice of resignation of membership given under **clause 9.1(a)**, 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

- (a) Membership of the Association 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 Association, 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 the opportunity to explain the breach and/or remedy the breach.
- . (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 Association 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 been discontinued under **clauses 9.1 or 9.2**:
 - . (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
 - . (b) may be re-admitted at the discretion of the Board.
- . **9.4 Forfeiture of Rights** A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association 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, with such conditions as it deems appropriate.
- . **9.6 Refund of Membership Fees** Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

10. DISCIPLINE

- (a) The Board may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:
 - . (i) 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
 - . (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association or Athletics; or

- . (iii) brought the Association, any other Member or Athletics into disrepute.

That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the Regulations.

(b) 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 Regulations but is subject always to the Act.

11. SUBSCRIPTIONS AND FEES

The annual membership subscription (if any) and any fees or other levies payable by Members to the Association and the time for and manner of payment shall be as determined by the Board and subsequently reported to and thereby set at the Annual General Meeting.

12. EXISTING DIRECTORS

The Members of the Board of the Association in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next annual general meeting following such adoption of this Constitution. After this General Meeting the positions of Directors shall be filled, vacated 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 Association shall be managed, and the powers of the Association shall be exercised by the Board. In particular, the Board shall act in accordance with the Objects and shall operate for the benefit of the Members and the community.

14. COMPOSITION OF THE BOARD

14.1 Composition of the Board

The Board shall comprise:

- . (a) of no less than three, and no more than five elected Directors who must all be Members and who shall be elected under **clause 15**; and
- . (b) at the discretion of the Board, one appointed director, who must be a Member and who may be appointed by the Directors in accordance with **clause 16**.

- . (c) the designation of roles of elected Board members shall be :
 - (i) President
 - (ii) Secretary
 - (iii) Treasurer
 - (iv) Board Members x 2 (if there are 5 elected positions)
- . (d) the roles of Secretary and Treasurer may be combined, and an additional Board Member elected, so that the elected Board does not exceed five members in total.

14.2 Election and Appointment of Directors

- . (a) The elected Directors shall be elected under **clause 15**, and in the order occurring in clause **14.1(c) and (d)**.
- . (b) The appointed Director may be appointed under **clause 16**.

14.3 Secretary

- . The secretary of the Association holds office on such terms and conditions, as to remuneration and otherwise, as the Board may determine.

15. ELECTED DIRECTORS

15.1 Nomination for Board

- . (a) Nominations for elected Director positions may be called for either, fourteen (14) days prior to the annual general meeting in the case of written nominations, or from the floor at the Annual General Meeting.
- . (b) Nominees for elected Director positions must declare any position they hold in a regional or international organisation to which the Association is affiliated.
- . (c) To be eligible for election as a Director, nominees must have been a Member of the Association for a period of not less than 12 months immediately prior to the annual general meeting.

15.2 Form of Nomination

- . Nominations in writing must be:
 - (a) on the prescribed form (if any) provided for that purpose;

- . (b) certified by the nominee (who must be a Member) expressing his or her willingness to accept the position for which he/she is nominated; and
- . (c) delivered to the Club not less than seven (7) days before the date fixed for the annual general meeting.

In the case where no written nominations have been called for, or if insufficient written nominations are received to fill the required Directors positions, then nominations from the floor of the Annual General Meeting will be called for and must be:

- . (a) proposed by a Member and agreed to by the nominee (who must also be a Member and have been so for at least 12 months immediately preceding the annual general meeting)) expressing his or her willingness to accept the position for which he/she is nominated.

. **15.3 Elections**

(a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Board, then those nominated shall be declared elected only if approved by the majority of Members 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 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.
- . (d) Voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.

15.4 Term of Appointment for Elected Directors

- . (a) Directors elected under **clause 15** shall be elected for a term of one year. Subject to provisions in this Constitution relating to early retirement or removal of Directors, elected Directors shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the next immediate annual general meeting following.
- . (b) There is no restriction on the number of terms a Director may serve.

. **16. APPOINTED DIRECTOR**

- . **16.1 Appointment of Director** The elected Directors may appoint one appointed Director.

- . **16.2 Qualifications for Appointed Director**

- . The appointed Director may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition. They must be a Member and must have been a Member for at least 12 months immediately prior to appointment.

- . **16.3 Term of Appointment**

- . An appointed director may be appointed by the elected directors under this Constitution for a term of up to 12 months, which shall commence from the first Board meeting, where the appointment is made, and must conclude at the annual general meeting that follows.

- . **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 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 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 office in writing to the Association
- . (e) is absent without the consent of the Board from meetings of the Board held during a period of six months
- . (f) holds any office of employment with the Association without the approval of the Board
- . (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of that interest
- . (h) in the opinion of the Board (but subject always to this Constitution):

(i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Association

(i) has brought the Association into disrepute; or

(j) would otherwise be prohibited from being a director of a corporation under the *Companies Act 1985 (NI)*.

17.3 Board May Act

In the event of a casual vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act. However, 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 a quorum.

18. MEETINGS OF THE BOARD

. **18.1 Board to Meet** The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A director may at any time convene a meeting of the Board within 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 vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

. **18.3 Resolutions Not in Meeting** *This clause provides for electronic meetings of the Board.*

. (a) A resolution in writing that has been signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all 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. Any such resolution 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 effectively, simultaneously and instantaneously whether by means of telephone or other form of communication.
- . (ii) Notice of the meeting is given to all the directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution. The notice will specify that directors are not required to be present in person.
- . (iii) If a failure in communications prevents **clause 18.3(b)(i)** from being satisfied by the number of directors which constitutes a quorum, and none of such directors are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 18.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
- . (iv) Any meeting held where one or more of the directors is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a director is there present. If no director is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

. **18.4 Quorum**

At meetings of the Board the number of Directors whose presence is required to constitute a quorum is three (3).

- . **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.

- . **18.6 Chairperson** The President shall be the chairperson. The chairperson shall be the nominal head of the Club and will act as chair of any Board meeting or General Meeting at which he is present. If the chairperson 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 Conflict of Interest**

A Director shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He shall, unless otherwise determined by the Board, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the director casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Director to

absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall 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 revealed 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 becomes interested.

. **18.9 General Disclosure**

- . A general notice stating that a director is a Member of 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 the distribution of the 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 in accordance with **clauses 18.7, 18.8** and/or **18.9** must be recorded in the minutes of the relevant meeting.

19. DELEGATIONS

19.1 Board May Delegate Functions

The Board may, by instrument in writing, create, establish or appoint special committees, Individual officers and consultants to carry out specific duties and functions.

It will determine what powers these committees are given. In exercising its power under this clause, the Board must take into account broad stakeholder involvement.

- . **19.2 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 executive officer by the Act, any other law, this Constitution, or by resolution of the Association in a General Meeting.

- . **19.3 Delegated Function Exercised in Accordance with Terms** A function, the exercise of which has been delegated under this clause, may, while the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.
- . **19.4 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**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Board with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Board.
- . **19.5 Delegation May Be Conditional** A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.
- . **19.6 Revocation of Delegation** At any time, the Board may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

20. SEAL

- . (a) The Association may have a Seal upon which its corporate name shall appear in legible characters.
- . (b) The Seal shall not be used without the express authorisation of the Board. Every use of the Seal shall be recorded in the Associations' minute book. Two directors must witness every use of the Seal, unless the Board determines otherwise.

21. ANNUAL GENERAL MEETING

- . (a) The Association's annual general meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Board.
- . (b) All General Meetings other than the annual general meeting shall be special General Meetings and shall be held in accordance with this Constitution.

22. SPECIAL GENERAL MEETINGS

Special General Meetings May be Held The Board may, whenever it thinks fit, convene a special general meeting. When, but for this clause, more than fifteen months elapses between annual general meetings, the Board shall convene a special general meeting before the expiration of that period.

23. NOTICE OF GENERAL MEETING

- . (a) Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notice. The auditor and Directors shall also be entitled to receive notice of every General Meeting. 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, day and hour of the meeting and may state the business to be transacted at the meeting.
- . (c) At least seven (7) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
 - . (i) the agenda for the meeting; and
 - . (ii) any notice of motion received from Members entitled to vote.
- . (d) Notice of every general meeting shall be given in the manner authorised in **clause 37**.

24. BUSINESS

- . (a) The business to be transacted at the annual general meeting includes the consideration of accounts and the reports of the Board and auditors, the election of directors under this Constitution and the appointment of the auditors.
- . (b) All business that is transacted at a general meeting and at an annual general meeting, with the exception of those matters set down in **clause 24(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.

25. 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 Association no less than fourteen days (excluding receiving date and meeting date) prior to the general meeting.

26. PROCEEDINGS AT GENERAL MEETINGS

- . **26.1 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 of the Association shall be **five** Members.
- . **26.2 Chairperson to Preside** The chairperson of the Board (The President)

shall, subject to this Constitution, preside as chair at every general meeting except:

- . (a) in relation to any election for which the chairperson is a nominee; or
- . (b) where a conflict of interest exists.
- . If the chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another director to preside as chairperson for that meeting, or part thereof, only.

. **26.3 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 a date, time or place determined by the chairperson. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting may proceed but with no fewer than 3 members present. If there are less than 3 members present the meeting will lapse.
- . (b) The chairperson 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. 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 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 26.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

. **26.4 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 chairperson; or
- . (b) a simple majority of the Members.

. **26.5 Recording of Determinations** Unless a poll is demanded under **clause 26.4**, the chairperson's declaration shall be 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 Association's minutes of proceedings.

- . **26.6 Where Poll Demanded** If a poll is duly demanded under **clause 26.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

27. VOTING AT GENERAL MEETINGS

- . **27.1 Members Entitled to Vote** Each Individual Member (which includes families) shall be entitled to one vote at General Meetings. 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**.
- . **27.2 Chairperson May Exercise Casting Vote** Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.
- . **27.3 Proxy Voting**

Proxy voting shall not be permitted at all General Meetings.

27.4 Postal Voting

No motion shall be determined by a postal ballot unless determined by the Board. If the Board so determines, the postal ballot shall be conducted under the procedures set by the Board from time to time.

28. RECORDS AND ACCOUNTS

- . **28.1 Records** The Association shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Association and the Board). It shall produce these as appropriate at each Board or general meeting.
- . **28.2 Records Kept in Accordance with the Act** Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Treasurer.
- . **28.3 Board to Submit Accounts** The Board shall submit the Association 's statements of account to the Members at the annual general meeting in accordance with this Constitution and the Act.
- . **28.4 Accounts Conclusive** The statements of account, when approved or adopted by an annual general meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

29.5 Accounts and Reports to be Provided to Members

The Secretary shall cause to be provided to all persons entitled to receive notice of annual general meetings in accordance with this Constitution, a copy of the statements of account, the President's report, the auditor's report and every other document required under the Act (if any). These may be provided in the course of the annual general meeting.

29.6 Negotiable Instruments

All cheques, promissory notes, bankers, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two duly authorised directors or in such other manner as the Board determines.

30. AUDITOR

- . (a) A properly qualified auditor or auditors shall be appointed by the Association in a general meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Companies Act 1985 (NI.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Association in a general meeting.
- . (b) The accounts of the Association 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.

31. INCOME

- . **31.1** Income and property of the Association shall be derived from such sources as the Board determines from time to time.
- . **31.2** The income and property of the Association shall be applied solely towards the promotion of the Objects.
- . **31.3** Except as prescribed in this Constitution or the Act:
 - . (a) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member
 - . (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association.

- . **31.4** Payment in good faith of or to any Member can be made for:
 - . (a) any services actually rendered to the Association whether as an employee, director or otherwise, or to cover travel and related costs (including a per diem entitlement) when acting in an official capacity as a representative of the Association as may be determined by the Board, from time to time.
 - . (b) goods supplied to the Association in the ordinary and usual course of operation
 - . (c) interest on money borrowed from any Member
 - . (d) rent for premises demised or let by any Member to the Association; or
 - . (e) any out-of-pocket expenses incurred by a Member on behalf of the Association.

Nothing in **clauses 31.2 or 31.3** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

32. WINDING UP

- . (a) Subject to this Constitution the Association may be wound up in accordance with the Act.
- . (b) The liability of the Members of the Association is limited.
- . (c) Every Member undertakes to contribute to the assets of the Association in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Association, such an amount not exceeding five dollars (\$5.00).

33. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon the winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed amongst Association members but shall be given or transferred to some other institution having similar objects to those of Athletics Norfolk Island and having a similar winding up clause *in* their Articles. In consideration for the financial support given to the Association by Oceania Athletics Association and the International Association of Athletics Federations both these organizations shall be considered as suitable recipients should the occasion arise.

34. ALTERATION OF CONSTITUTION

This Constitution shall not be altered except by Special Resolution which must occur at a general meeting requested by the Board or at an annual general meeting. Any alteration must be reprinted and provided to the IAAF as part of the annual reporting requirements.

35. REGULATIONS

- . **35.1 Board to Formulate Regulations** The Board may formulate issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and Athletics. Such Regulations must be consistent with the Constitution and any policy directives of the Board.
- . **35.2 Regulations Binding** All Regulations are binding on the Association and all Members.
- . **35.3 Regulations Deemed Applicable** All clauses, rules, by-laws and regulations of the Association in force at the date of the approval of this Constitution (as long 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.

35.4 Bulletins Binding on Members

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Association. The Association shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

36. STATUS AND COMPLIANCE OF THE ASSOCIATION

- . **36.1 Recognition of Association** The Association is a Member of the regional and international bodies for Athletics (the Oceania Athletics Association and the International Association of Athletics Federations) and is recognised by those bodies as the sole entity responsible for the delivery of Athletics in the Norfolk Island and is subject to compliance with this Constitution. The regional and international bodies' Constitutions shall continue to be so recognised and shall administer Athletics in Norfolk Island in accordance with the Objects.

- . **36.2 Constitution of the Association** This Constitution will clearly reflect the Objects of the regional and international bodies for Athletics and will conform to the Constitutions of those bodies, subject always to the Act.
- . **36.3 Regional and International Affiliation** The Association may not resign, disaffiliate or otherwise seek to withdraw from its regional or international body without approval by Special Resolution at a general meeting expressly conducted for this purpose.

36.4 Membership, International Association of Athletics Federations

- . (1) The directors shall ensure that the Association maintains its membership of the International Association of Athletic Federations (IAAF)
- . (2) The Association shall comply with all requirements for membership of the IAAF, including but not limited to:
 - . **a) Athletes' Representatives**
 - . No athlete will be granted consent to use an Athletes' Representative and no Athletes' Representative shall be authorised, unless a written contract exists between the athlete and his Representative which contains the minimum terms set out in the IAAF Regulations concerning National Federation/Athletes' Representatives.
 - . **b) Anti-Doping Rules**
 - . i) Athletics Norfolk Island shall comply with and implement the Anti-Doping Rules and the Procedural Regulations and Guidelines of the IAAF as are in force and as amended from time to time.
 - . ii) All athletes, athlete support personnel and other persons under the jurisdiction of Athletics Norfolk Island shall be bound by the Anti-Doping Rules and the Procedural Regulations and Guidelines of the IAAF.
 - . **c) Doping Control Testing**
 - . i) Athletics Norfolk Island has the authority to conduct in and out-of-competition doping controls, a report of which, must be submitted to the IAAF on an annual basis
 - . ii) The IAAF is authorised to conduct doping controls at the National Championships and at any competitions conducted by Athletics Norfolk Island or its members.
 - . iii) The IAAF is authorised to conduct unannounced out of competition testing on the athletes under the jurisdiction of Athletics Norfolk Island; and
 - . iv) It is a condition of membership or affiliation to Athletics Norfolk Island and a condition of participation in competitions which are sanctioned or organised by Athletics Norfolk Island that athletes agree to be subject to any in-competition and out-of competition testing carried out by Athletics Norfolk Island, the IAAF and any other body with competent authority to test under the Anti-Doping Rules of the IAAF.

. **d) Disputes involving athletes, athlete support personnel and other persons.**

. Unless otherwise stated, all disputes involving athletes, athlete support personnel or other persons under the jurisdiction of Athletics Norfolk Island, however arising, whether doping or non-doping related, shall be submitted to a hearing before the relevant hearing body constituted or otherwise authorised by Athletics Norfolk Island. Such a hearing shall respect the following principles: a "timely hearing before a fair and impartial hearing body, the right of the individual to be informed of the charge against him, the right to present evidence, including the right to call and *question* witnesses, the right to be represented by legal counsel and an interpreter (at the individual's expense) and a timely and reasoned decision in writing. Where such disputes arise in a non-disciplinary context, the relevant hearing body shall be constituted as an arbitration panel.

. **e) Disputes between a Member and the IAAF**

. Unless otherwise stated, all disputes arising between Athletics Norfolk Island and the IAAF shall be referred to the IAAF who shall determine a procedure for the adjudication of the dispute depending on the circumstances of the case in question.

. **f) Disputes between Members**

. All disputes between Athletics Norfolk Island and another Member of the IAAF shall be referred to the IAAF who shall determine a procedure for the adjudication of the dispute depending on the circumstances of the case in question.

. **g) International Relationships**

. Athletics Norfolk Island is affiliated to the IAAF (and through the IAAF to the Oceania Athletics Association). Athletics Norfolk Island recognises, accepts, applies, observes and abides by the current Constitution, Rules and Regulations of the IAAF and the Oceania Athletics Association, as well as any future amendments. This applies especially to the Anti-Doping rules, the handling of disputes and relations with Athletes representatives.

. Any citizen of Norfolk Island elected to the IAAF Council is *de jure* a member of the Board and/or Executive Body of Athletics Norfolk Island with full voting rights.

37. NOTICE

. (a) Notices may be given by the Association to any person entitled under this Constitution to receive any notice. The notice can be sent by pre-paid post or facsimile transmission or, where available, by electronic mail to the Member's registered address or facsimile number or electronic mail address. In the case of a delegate, the notice can be

sent to the last recorded address, facsimile number or electronic mail address.

- . (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 days after posting.
- . (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- . (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.

38. INDEMNITY

(a) Every director and employee of the Association will be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as director or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

(b) The Association shall indemnify its directors and employees against all damages and losses (including legal costs) for which any such director or employee may be or become liable to any third party in consequence of any act or omission, except willful misconduct:

(ii) in the case of a director, performed or made while acting on behalf of and with the authority, express or implied, of the Association; or

(iii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Association.