

Version 2024

**CONSTITUTION
OF
SOUTHERN UNITED NETBALL ASSOCIATION INC.**

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SOUTHERN UNITED NETBALL ASSOCIATION INC. CONSTITUTION

1. Name of the Association

The name of the incorporated association is Southern United Netball Association Inc., and it is incorporated pursuant to the Act. SUNA is a not-for-profit association.

2. Headquarters of the Association

The headquarters of SUNA is at the Wilfred Taylor Reserve, Morphett Vale, South Australia 5162.

3. Objects of the Association

The objects of SUNA include to:

- a. provide an affordable netball competition that is considered the best offering in the South;
- b. provide opportunities for all, including offering continual development pathways;
- c. maintain an effective governance model that supports the sustainability of SUNA;
- d. oversee a safe, supportive, and inclusive environment for all;
- e. assist where possible in the ongoing sustainability and success of the affiliated Clubs;
- f. promote and maintain a positive spirit in the game of netball;
- g. organise and conduct competitions in netball between teams constituted of Clubs affiliated with SUNA;
- h. promote interest in the game of netball;
- i. affiliate with any other recognised organisation whose activities may further enhance our core sport; and
- j. listen to and consider the voice of the child in decisions and in the operation of SUNA, in recognition of the role that children play as players of netball and in use of SUNA facilities.

4. Powers of the Association

SUNA may exercise any of the following powers:

- a. To raise money, affiliation fees, registration fees, per capita fees, levies and by such other methods as from time to time the Board sees fit;
- b. To borrow or raise upon loan any sum or sums of money for the purpose of securing repayments thereof to execute or give any mortgages, charges, bonds, debentures, bills of exchange, promissory notes, or other securities over all or any of the property of SUNA as may be deemed necessary and to liquidate, redeem or pay off such obligations and securities or any of them;

- c. To purchase, take, lease, hire, or otherwise acquire any real or personal property which may be deemed necessary or convenient for any of the objects of SUNA;
- d. To invest the monies of SUNA not immediately required in such manner as may be determined by the Board and authorised by law for the investment of trust funds;
- e. To manage, develop, lease, sell, convey, or otherwise dispose of either absolutely or by way of mortgage any real or personal property for the time being vested in SUNA and in case SUNA will take or hold any property which may be subject to any trust, deal with the same in such a manner as allowed by law having regard to such trust;
- f. To conduct appeals for funds and accept donations whether of real or personal estate and devises and bequests with the power to retain any such devices or bequests in the forms devised or bequeathed;
- g. To employ, pay, and dismiss employees as may be deemed necessary for furthering the objects of SUNA, and to define the duties of such employees as it sees fit;
- h. To maintain the premises belonging to or occupied by SUNA, courts, changing rooms, and other buildings and improvements incidental thereto and to furnish, fit up, and maintain the same for the use of the members and affiliates of SUNA and if thought fit to provide all necessary equipment, appliances, and conveniences thereto;
- i. To become affiliated with or subscribe to other Associations or bodies whose objects are similar to the objects of SUNA and if thought fit to withdraw or retire from any such Association or body; and
- j. Any other such powers as set out in section 25 of the Act.

5. Colours of the Association

The colours of SUNA are navy blue, white, and jade. SUNA reserves the right to exclusive use of the uniform style and design and colours and no other Club is permitted to register the same.

6. Membership

- a. The members of SUNA are:
 - i. all elected officers of SUNA;
 - ii. the elected or appointed members of all Committees of SUNA;
 - iii. Life Members; and
 - iv. any other person that the Board accepts as a member, in accordance with this Constitution.
- b. As required by the Act, SUNA must establish and maintain a register of members. The register of members must be kept by SUNA and must contain:
 - i. for each current member:
 - 1. their name;
 - 2. their address;
 - 3. any alternative address nominated by the member for the service of notices; and
 - 4. the date the member was entered on to the register.

- c. Current members and affiliates may access their details using the current registration system. SUNA is only able to access personal information collected from members and affiliates purely for the purpose of carrying out the objects of SUNA.

7. Application for Membership

- a. A person or entity may apply to become a member of SUNA by:
 - i. completing a membership application form (if applicable); or
 - ii. writing to the Board of SUNA stating that they:
 - 1. want to become a member;
 - 2. support the purposes of SUNA; and
 - 3. agree to comply with this Constitution; and
 - iii. paying non-refundable application fees, and/or refundable joining and membership fees determined from time to time by the Board (if applicable).
- b. The Board may accept or reject applications for membership at its sole discretion. Reasons for the decision of the Board do not need to be provided to the applicant nor to any other person but the reasons must be recorded in the minutes of the meeting of the Board held to determine the outcome of membership applications.
- c. SUNA must consider an application for membership within a reasonable time after SUNA receives the application. If SUNA approves an application, SUNA must as soon as possible enter the new member on the register of members and write to the applicant to tell them that their application was approved and the date that their membership started. If SUNA rejects an application, SUNA must write to the applicant as soon as possible to tell them that their application has been rejected but does not have to give reasons, and any annual membership fee and/or joining fee paid to SUNA must be refunded to the applicant. Application fees do not need to be refunded.
- d. For the avoidance of doubt, the Board may, in its discretion, approve an application even if the application is incomplete.
- e. An applicant becomes a member when they are entered on the register of members of SUNA.
- f. The Board may create different classes of membership.
- g. Life Membership: The Board may consider the recommendation of any person who has served SUNA for a minimum of 10 years to be elected a Life Member in such recognition of outstanding service rendered to SUNA. The recommendation for to be elected a Life Member is to be made in writing and to be submitted to the last Board Meeting prior to the AGM through the General Manager, for consideration. The result of the recommendation is to be announced at the AGM. Life Members will be during the continuance of their life be entitled to all rights and privileges of membership.
- h. The Board will set the fees for application, joining and membership of SUNA, including different fees for different classes of membership.
- i. The Board will determine if fees for membership are payable. Any member whose fee is outstanding for more than 28 calendar days after the due date for payment may at the discretion of the Board have their membership suspended, provided always that the Board may reinstate such person's membership on such terms as the Board thinks fit. A suspended member cannot exercise their member's rights, including voting rights, while suspended.

- j. Members must promote the interests of SUNA. Members must comply with the reasonable directions of SUNA at SUNA events and when using SUNA platforms and resources and must comply with any conditions attaching to membership entitlements.

8. Ending Membership

- a. A member may resign from membership of SUNA by giving written notice to the Board, with effect from the date specified in the notice. SUNA is not required to refund any joining or membership fees.
- b. The Board may terminate a member's membership where, at the Board's discretion, it determines there is reasonable cause. The member will be provided with 21 calendar days' written notice of the proposal to terminate their membership and with the opportunity to respond, before a decision is made by the Board.
- c. A person immediately stops being a member if they:
 - i. die, in the case of an individual;
 - ii. are wound up or otherwise dissolved or deregistered, in the case of an incorporated member;
 - iii. are expelled;
 - iv. do not pay their annual membership fee (if applicable) when due, and have had their membership suspended for more than 28 calendar days for non-payment; or
 - v. have not responded within 90 calendar days to a written request from SUNA that they confirm in writing that they want to remain a member.

9. The Board – election

- a. The Board of SUNA will consist of the following: President; Vice President; Umpire Supervisor; and 4 General Members.
- b. The Board must include a member nominated as a Public Officer in accordance with the Act. For the avoidance of doubt, the Public Officer can be one of the board members listed in **clause 9.a.** of this Constitution.
- c. The Board may from time to time choose to elect a Patron of SUNA. The Board may determine the tenure of the Patron. The Patron is entitled to sit on board meetings but they will have no voting rights.
- d. Nominations for all offices to be filled by election at the AGM will be called for by the General Manager by notice in writing attached to the notice calling the AGM.
- e. All nominations must be in writing signed by a proposer and seconder who must each be members of or affiliated with SUNA and signed by the nominee to indicate willingness to be nominated.
- f. If no valid nominations are received the Chairperson will call for nominations at the AGM and such nominations must be proposed and seconded.
- g. When only one nomination for a position is received such candidate will be declared duly elected. If there be more than the required number of candidates nominated for any position, an election by ballot will be held at the AGM.
- h. A Board member must be a natural person and is appointed to the Board at an AGM.
- i. The appointment of Patron, Solicitor, and Auditor will be confirmed at the AGM.

- j. Any position not filled by election at the AGM must be dealt with by the Board.
- k. Any member of the Board is eligible for re-election at an AGM unless otherwise disqualified.
- l. On and from the AGM in 2024, the terms of office of the members of the Board will be for a 2-year period, with positions expiring on alternate years such that at least 3 members are continuing on the Board at each AGM.
- m. The President, Vice President, and the General Manager will form an Executive Committee to deal with such matters that may arise under special circumstances that need to be expedited prior to the next available Board Meeting. Any such circumstances are to be made known to the Board within 48 hours of any such decision.
- n. If a member of the Board ceases as a member of the Board prior to the next AGM, the Board may temporarily appoint a member of SUNA to fill the vacancy on the Board until such time as the elections at the next AGM.
- o. A member or affiliate of SUNA can nominate to be on the Board by writing to the President or General Manager of SUNA with the support in writing of another member or affiliate. The supported nomination must be received at least 7 calendar days before the AGM. Any current member of the Board may nominate a new member or affiliate for appointment. A decision to appoint a new member to the Board must be made at the AGM by majority consensus of the members and affiliates entitled to vote at the AGM.
- p. Notice of all persons seeking election to the Board must be given to all members and affiliates with the notice calling the meeting at which the election is to take place.

10. The Board – role and powers

- a. SUNA's strategic direction will be managed and controlled by the Board. The Board may do all things necessary to meet the objects of SUNA, including the following:
 - i. work in conjunction with the General Manager and the office staff to ensure the ongoing operations of SUNA;
 - ii. manage and control the funds and other property of SUNA;
 - iii. set strategy;
 - iv. manage legislative compliance;
 - v. monitor performance;
 - vi. appoint executive positions;
 - vii. make and review policies, including in respect of Board governance;
 - viii. establish subcommittees and assign them duties and powers;
 - ix. interpret the Constitution and make decisions on any other matter relating to the affairs of SUNA on which the Constitution, and the Act, is silent;
 - x. appoint a Public Officer as required by the Act;
 - xi. delegate by written notice and revoke any delegation by written notice any authority under this **clause 10.a.** of this Constitution as the Board agrees in writing to delegate; and
 - xii. any other exercise of power or do such things as are within the objects of SUNA, and are not by the Act or by this Constitution required to be done by SUNA in a general meeting.
- b. Members of the Board must act in good faith, with care and diligence, in the best interests of SUNA and in accordance with any guidance material developed by the Board in respect of its governance.

Board members must not improperly use their position to the detriment of SUNA. Board members must cooperate and actively contribute to a Board environment underpinned by honesty, trust, and respectful communication.

11. The Board – resignation or removal

- a. A Board member may resign from the Board and/or any office at any time, which must be notified in writing to SUNA.
- b. A Board member's position (whether or not they are an office holder) on the Board may be terminated automatically, if:
 - i. their membership is disqualified by the Act;
 - ii. they resign by notice to the President of the Board;
 - iii. they are absent without apology for more than two meetings in a financial year;
 - iv. they are expelled as a member or affiliate under the rules of this Constitution;
 - v. they are permanently incapacitated or die;
 - vi. they are no longer the duly appointed representative of a corporate member; or
 - vii. the corporate member of which they are the duly appointed representative becomes insolvent or is in liquidation.
- c. If an office holder's position on the Board is terminated in accordance with **clause 11.b.** of this Constitution, the position is declared vacant and the Board must appoint a new office holder at the next meeting of the Board.
- d. If a Board member's position on the Board is terminated, the Board can temporarily appoint a member or affiliate of SUNA to fill the vacancy on the Board until the next AGM.
- e. Should any vacancy occur in the Board of SUNA other than in the normal course of elections, the Board will fill such vacancy as required, with preference from the members and affiliates of SUNA and such members duly elected will hold office for the unexpired portion of the predecessor's term.
- f. The Board has the power as is required to invite up to four designated members of the community to take up advisory positions on the Board. These non-elected positions have no voting power.

12. Board Meetings

- a. The Board will meet bi-monthly or when required as determined by the Board and as per the SUNA Constitution will be responsible for all such decisions, finances, and resources, for the functioning of SUNA, on behalf of its members and affiliates.
- b. The President of SUNA will take the Chair at all Board Meetings. If the President is not present, the Vice President will be elected to the Chair; and if there is no Vice President present, the Board will elect one of its members to take the Chair for that Board Meeting.
- c. The Chairperson at all Board Meetings has a casting vote in addition to a deliberative vote.
- d. The Board has the power to delegate any of its powers to a Sub-Committee to deal with any particular matter or matters and upon such terms as the Board may think fit. The President and the General Manager will be ex-officio members of all sub-committees.
- e. All acts or decisions done or made by the Board will continue to be valid and in full force and effect, notwithstanding that it may later be discovered that there was some defect in the appointment of

such member of all or any members of the Board, unless it is proved that the appointment was made in fraud or bad faith.

- f. Board members may participate in meetings virtually. The quorum for Board Meetings is two-thirds of the current elected Board members present in person or virtually.
- g. As required by the Act, a member of the Board having a direct or indirect pecuniary interest in a contract or proposed contract or matter with SUNA must disclose the nature and extent of that interest to the Board and must not vote with respect to that contract or proposed contract or matter. The member must disclose the nature and extent of their interest in the contract or proposed contract or matter at the next AGM.

13. Public Officer

- a. As required by the Act, SUNA must not be without a Public Officer for more than a month, and SUNA must within one month of appointment, change of identity or address of the Public Officer give notice of such change to the Commission.
- b. The Board may from time to time remove any person so appointed from their office as Public Officer.
- c. The Office of Public Officer become vacant if the person holding that office:
 - i. dies;
 - ii. becomes bankrupt or insolvent or tries to take or takes advantage of any law relating to bankruptcy or insolvent debtors or compounds with their creditors or makes any assignment of their estate for their profit;
 - iii. becomes of unsound mind;
 - iv. resigns their office by writing under their own hand addressed to the Board;
 - v. cease to ordinarily reside in the State of South Australia; or
 - vi. is removed from office.

14. Chairperson

- a. The President of SUNA will be the Chairperson at all general meetings. If the President is not present, the Vice President will be elected to the Chair, and if there is no Vice President present the election of the Chairperson will occur in accordance with **clause 16.n.** of this Constitution.
- b. At all meetings the Chairperson's decision on points of order is final.
- c. When the Chairperson is one of the nominees to any office for which an election is to be held, a temporary Chairperson who is not a candidate for any office will be appointed to take the Chair until the election of officers is completed.
- d. The Chairperson of all meetings has a casting vote in addition to a deliberative vote, but may refrain from exercising this right, in which case the proposal is rejected but may be brought forward again at a subsequent meeting.

15. General Manager

- a. The General Manager will:

- i. attend all general meetings of SUNA and meetings of the Board and carry out all directions given at such meetings;
- ii. attend to all the clerical work of SUNA, assisted by such persons as the General Manager may appoint;
- iii. keep the minutes or records of the meetings of SUNA and produce them to relevant parties as required;
- iv. keep a register of colours and uniforms of affiliated Clubs;
- v. be responsible for recruitment and employment;
- vi. be responsible for all monies payable to SUNA and ensure that receipts are issued for the same;
- vii. ensure that all monies paid to SUNA are paid into the relevant current bank accounts of SUNA;
- viii. present at Board Meetings a Statement of Accounts, showing the current balance of accounts as at the end of the month;
- ix. ensure that a set of accounts in accordance with general accounting principles are kept of all monies received and disbursed;
- x. ensure that Financial Accounts of SUNA are audited annually by an Auditor appointed at the AGM each year;
- xi. report and otherwise be accountable to the Board; and
- xii. perform all other responsibilities and duties as determined from time to time by the Board.

16. Annual General Meetings (AGM) and Special General Meetings (SGM)

- a. The Board will call an AGM each year, which will be within five months after the end of its financial year.
- b. SUNA will provide written notice to members and affiliates (including via Club Secretaries) 6 weeks before the AGM. Any items for the agenda must be in writing from a member or affiliate, and sent to SUNA at least 4 weeks before the AGM.
- c. Notice of an AGM provided to members and affiliates must set out the purpose of the meeting, including an order of business, where and when the meeting will be held, and details of any special business or motions to be considered at the meeting. Subject to the discretion of the Board, failure to notify members and affiliates of special business or motions will not invalidate the passing of motions, except for where a special resolution is required.
- d. The order of the business at the AGM will be determined by the Chairperson. The business at the AGM must include:
 - i. the confirmation of the minutes of the previous AGM and of any SGM held since that meeting;
 - ii. the consideration of the accounts and reports of the Board and the auditor's report (if an auditor's report is required);
 - iii. the election of Board members;
 - iv. the appointment of auditors (if required); and
 - v. any other business requiring consideration by SUNA in general meeting.
- e. The Board may call a SGM at any time or within 30 calendar days of receipt of a written request from at least ten percent of all voting members or affiliates of SUNA. The request must state the purpose of the SGM and the proposed resolutions to be put at that meeting.

- f. If the Board does not convene a SGM in accordance **clause 16.e.** of this Constitution, the SGM may be convened by at least fifty percent of the requesting members or affiliates. Where this occurs, the Board must supply, to the requesting members or affiliates, the particulars of all members and affiliates entitled to receive notice of the meeting and SUNA must meet the reasonable cost of convening and conducting the meeting.
- g. The Board must provide at least 21 calendar days' notice of a SGM. Notice may be served by delivering it in a method as determined by the Board (which may include personally, by post, or by email), using the members' and affiliates' last known contact information.
- h. A quorum at any general meeting is at least 10 percent of all members and affiliates. If a quorum is not achieved, a meeting convened at the members' or affiliates' request lapses. In any other case, the meeting is adjourned by one week and that next meeting proceeds irrespective of whether there is a quorum.
- i. SUNA may hold an AGM or SGM at two or more venues and using any technology that gives the members and affiliates as a whole a reasonable opportunity to participate, including to hear and be heard. Anyone using this technology is taken to be present in person at the meeting.
- j. If an AGM or SGM cannot be held due to government requirements or regulations, SUNA will notify members and affiliates in writing (including via Club Secretaries) of the postponement, stating the reason why the meeting did not occur, and the future date for the meeting.
- k. Due to and in line with any government requirements or other circumstances applicable at the time, an AGM or SGM can be held using one of the following formats or a combination of the following formats:
 - i. Physical meeting format, whereby the following applies:
 - 1. The quorum of the meeting is formed at the physical place of meeting stated in the notice of meeting.
 - 2. Members and affiliates are only able to vote in person on the day of the meeting by attending the meeting physically.
 - ii. Hybrid meeting format, whereby the following applies:
 - 1. The quorum of the meeting is formed at the physical place of meeting stated in the notice and by those members and affiliates attending virtually.
 - 2. Members and affiliates are able to vote in person on the day of the meeting by either: attending the meeting physically, or attending the meeting remotely and voting electronically.
 - iii. Virtual meeting format, whereby the following applies:
 - 1. The quorum of the meeting is formed virtually and there is no physical place of meeting at all.
 - 2. Members and affiliates are able to vote in person on the day of the meeting by attending the meeting remotely and voting electronically.
- l. If it appears to the Chairperson of an AGM or SGM that an electronic facility has become inadequate for participation of attendees, the Chairperson may, without having to seek the consent of the meeting given that this may not be practicable in the circumstances, exercise their rights to manage the meeting to pause, interrupt, or adjourn the AGM or SGM. All business conducted at the AGM or SGM up to the time of the adjournment is deemed to be valid, with all other business to be dealt with at a rescheduled meeting held 7 calendar days later, at the same time and place.
- m. The Chairperson for Board Meetings is entitled to chair general meetings.

- n. If triggered by **clause 14.a.** of this Constitution, the members and affiliates present and entitled to vote at a general meeting may choose a Board member to be the chairperson for that meeting if:
 - i. there is no Chairperson; or
 - ii. the Chairperson is not present within 30 minutes after the starting time set for the meeting; or
 - iii. the Chairperson is present but says they do not wish to act as Chairperson of the meeting.
- o. The Chairperson is responsible for the conduct of the general meeting, and for this purpose must give attendees a reasonable opportunity to make comments and ask questions (including to the auditor (if any)). If a vote of the members and affiliates is tied, the Chairperson will have a casting vote at general meetings.
- p. The Annual Report and Audited Balance Sheet or Financial Statement will be submitted to members and affiliates.
- q. The AGM is to be attended by each Club affiliated with SUNA in the previous 12 months. No fine will be incurred for non-attendance at that AGM, however, should a subsequent AGM be called due to lack of quorum in the first instance, a fine as set by SUNA may apply (at the sole discretion of SUNA) to all non-attending currently affiliated Clubs in the second instance.
- r. Affiliated Clubs competing in one or more SUNA competitions in the previous 12 months are entitled to the following:
 - i. One to fifty registered players, entitles the Club to one voting Delegate and one non-voting Delegate at the AGM and the SGM.
 - ii. Fifty-one or more registered players, entitles the Club to two Delegates and two votes at the AGM and the SGM.
- s. Any person may attend meetings as a second Delegate of the member or affiliate as an observer with permission to address the meeting but not to vote.
- t. Only members, affiliates, and Life Members are entitled to vote at the AGM and SGM.
- u. The quorum for the AGM is 51% of the core Clubs of SUNA, being the Clubs registered for both winter and summer competitions in the previous 12 months. If there is no quorum, the AGM will be adjourned to the date that is 7 calendar days later, at the same time and place.
- v. An SGM is to be called at the request of the Board, or following written request for such meeting signed by not less than 60% of registered Clubs setting out the objects of such meeting.
- w. The General Manager will give at least 14 calendar days' notice of the date of such meeting to all Life Members and Club Secretaries of SUNA setting out clearly the business for which the meeting has been called. No other business will be dealt with at that meeting.
- x. A SGM is to be attended by Life Members and one Delegate from each currently registered Club affiliated with SUNA. A fine as set by SUNA may apply (at the sole discretion of SUNA) for non-attendance by Clubs.
- y. The quorum for a SGM is 51% of the total current affiliated Clubs.

17. Voting at general meetings

- a. Each member and affiliate has one vote. That vote can only be made at the meeting at which the associated resolution is put.

- b. A resolution for decision at a general meeting, other than a special resolution, must be determined by a majority of members and affiliates who vote in person, or, where proxies are allowed, by proxy, at that meeting.
- c. A member or affiliate being a body corporate must be entitled to appoint one person, who must not be a member of SUNA, to represent it at a particular general meeting or at all general meetings of SUNA. That person must be appointed by the corporate member by a resolution of its board, which may be authenticated under its seal, and a copy provided to SUNA. Such a person must be deemed to represent the corporate member for all purposes until SUNA receives written notice that such authority is revoked.
- d. A member or the Chairperson may only challenge a person's right to vote at a general meeting, at that meeting. If a challenge is made, the Chairperson must decide whether the person may vote. The Chairperson's decision is final. If the challenge is in respect of the Chairperson, the President must decide whether the Chairperson may vote, or if the President is absent, the Board members (but not the Chairperson) must decide by majority vote whether the Chairperson may vote. The President's decision, or the majority Board members' decision, is final.
- e. Voting must be conducted and decided by:
 - i. a show of hands;
 - ii. a vote in writing; or
 - iii. another method chosen by the Chairperson that is fair and reasonable in the circumstances.
- f. Before a vote is taken, the Chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- g. On a show of hands, the Chairperson's decision is conclusive evidence of the result of the vote.
- h. The Chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.
- i. Instead of or after a vote by a show of hands, a vote in writing on any resolution may be demanded by:
 - i. Members or affiliates present with at least five percent of the votes that may be passed on the resolution on the vote in writing (worked out as at midnight before the vote in writing is demanded); or
 - ii. the Chairperson.
- j. A vote in writing must be taken when and how the Chairperson directs.
- k. A demand for a vote in writing may be withdrawn.

18. Proxy

- a. A member or affiliate is entitled to appoint a proxy to attend and vote at a general meeting on their behalf. The appointment must be in writing.
- b. A proxy does not need to be a member or affiliate.
- c. A proxy appointed to attend and vote for a member or affiliate has the same rights as the member or affiliate to:
 - i. speak at the meeting;
 - ii. vote in a vote in writing (but only to the extent allowed by the appointment); and

- iii. join in to demand a vote in writing.
- d. An appointment of proxy (proxy form) must be signed by the member or affiliate appointing the proxy and must contain:
 - i. the member's or affiliate's name and address;
 - ii. SUNA's name;
 - iii. the proxy's name or the name of the office held by the proxy; and
 - iv. the meeting(s) at which the appointment may be used.
- e. A proxy appointment may specify the way the proxy must vote on a particular resolution.
- f. A proxy appointment may be standing (ongoing).
- g. Proxy forms must be received by SUNA at the address stated in the notice of the general meeting or at SUNA's registered address at least 48 hours before the meeting.
- h. A proxy does not have the authority to speak and vote for a member or affiliate at a meeting while the member or affiliate is at the meeting.
- i. Unless SUNA receives notice before the start or resumption of a general meeting at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing member or affiliate:
 - i. dies;
 - ii. is mentally incapacitated;
 - iii. revokes the proxy's appointment; or
 - iv. revokes the authority of a representative or agent who appointed the proxy.
- j. When a vote in writing is held, a proxy:
 - i. does not need to vote, unless the proxy appointment specifies the way they must vote;
 - ii. if the way they must vote is specified on the proxy form, must vote that way; and
 - iii. if the proxy is also a member or affiliate or holds more than one proxy, may cast the votes held in different ways.

19. Minutes and records

- a. Minutes must be kept of all proceedings of general meetings and meetings of the Board. Minutes must be approved as complete and accurate by the members of SUNA or the members of the Board (as applicable). Minutes of the Board must be signed by the Chairperson.
- b. SUNA must, within one month following the relevant proceeding or meeting, make and keep (as applicable) the following records:
 - i. minutes of proceedings and resolutions of general meetings;
 - ii. a copy of a notice of each general meeting; and
 - iii. a copy of any members' statement distributed to members.
- c. SUNA must, within one month of the relevant proceeding or meeting, make and keep proper records of minutes of proceedings and resolutions of Board Meetings.
- d. To allow members to inspect SUNA's records:

- i. SUNA must give a member access to the records set out in **clause 19.b.** of this Constitution without charge; and
 - ii. the Board may authorise a member to inspect other records of SUNA, including records referred to in **clause 19.c.** of this Constitution, at the Board's reasonable discretion.
- e. The Board must ensure that minutes of a general meeting or a Board meeting are signed within a reasonable time after the meeting by:
- i. the Chairperson of that meeting; or
 - ii. the Chairperson of the next meeting.
- f. Where minutes of meetings are entered and signed they will, unless the contrary is proved, be evidence that the relevant meeting was convened and duly held, that all proceedings held at the meeting were duly held, and that all appointments made at a meeting are valid.

20. Financial matters

- a. The financial year of SUNA is the 12 months commencing on 1 March in one year and ending on the last day of February of the next year.
- b. SUNA must keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of SUNA in accordance with the Act. These records must be retained for at least 7 years.
- c. The accounts, together with any auditor's report and the Board's report must be presented to members at the AGM.
- d. The Board must take reasonable steps to ensure that SUNA's records are kept safe.
- e. If required and applicable, the annual return must be lodged with the Commission within six months after the end of each financial year. It must be accompanied by a copy of the accounts, the auditor's report, the Board's statement, and the Board's report.
- f. The Board may appoint an auditor in accordance with the Act.
- g. The income and capital of SUNA must be applied exclusively to the promotion of its objects and no portion will be paid or distributed directly or indirectly to members or their associates except as bona fide remuneration for services rendered or reasonable expenses incurred on behalf of SUNA.
- h. In accordance with the Act, SUNA must not invite any person who is not a member of SUNA to invest or deposit money with SUNA, unless: a disclosure statement has been provided to that person in accordance with the Act, and the Commission has approved the invitation.
- i. Any monies drawn from the SUNA bank accounts must be authorised by two authorised signatories of SUNA.

21. Indemnity and insurance

- a. SUNA indemnifies each Board member of SUNA out of the assets of SUNA, to the relevant extent, against all losses and liabilities (including costs, expenses, and charges, such as costs associated with defending legal proceedings in respect of the lawful activities of SUNA) incurred by that person as a Board member of SUNA.
- b. In this **clause 21**, 'to the relevant extent' means:
 - i. to the extent that SUNA is not precluded by law from doing so; and

- ii. for the amount that the Board member is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy); but
 - iii. not for loss or damage caused by the Board member's own negligence, default, breach of duty, or breach of trust.
- c. The indemnity is a continuing obligation and is enforceable by a Board member even though that person is no longer a Board member of SUNA.
- d. To the extent permitted by law, and if the Board considers it appropriate, SUNA may pay or agree to pay a premium for a contract insuring a person who is or has been a Board member of SUNA against any liability incurred by the person as a Board member of SUNA.

22. Dispute resolution

- a. The dispute resolution procedure in this **clause 22** applies to disputes under this Constitution between a member or affiliate or Board member and:
 - i. one or more members or affiliates;
 - ii. one or more Board members; or
 - iii. SUNA.
- b. A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure until the disciplinary procedure is completed.
- c. Those involved in the dispute must try to resolve it between themselves within 14 calendar days of knowing about it.
- d. If those involved in the dispute do not resolve it within 14 calendar days of all parties being notified of the dispute, they must within a further 14 calendar days:
 - i. tell the Board about the dispute in writing;
 - ii. agree or request that a mediator be appointed; and
 - iii. attempt in good faith to settle the dispute by mediation.
- e. The mediator must:
 - i. be chosen by agreement of those involved; or
 - ii. where those involved do not agree:
 - 1. for disputes between members, a person chosen by the Board; or
 - 2. for other disputes, a person chosen by the president of the Law Society of South Australia.
- f. A mediator chosen by the Board:
 - i. may be a member or former member of SUNA;
 - ii. must not have a personal interest in the dispute; and
 - iii. must not be biased toward or against anyone involved in the dispute.
- g. When conducting the mediation, the mediator must:
 - i. allow those involved a reasonable chance to be heard;
 - ii. allow those involved a reasonable chance to review any written statements;

- iii. ensure that those involved are given natural justice, but with a view to keeping formalities, cost, and timeframes to a minimum; and
 - iv. not make a decision on the dispute.
- h. The parties involved in the dispute must share equally the cost of mediation. For the avoidance of doubt, the cost of mediation is a personal cost to be borne by the parties personally.

23. Behaviour of members and affiliates

- a. Members and affiliates agree to be bound by the Constitution, By-Laws, and policies of SUNA, as well as the Netball Australia Member Protection Policy and other relevant policies.

24. Winding up

- a. SUNA may be wound up in the manner provided for in the Act.
- b. If SUNA is wound up, any surplus assets must not be distributed to a member or a former member of SUNA, unless that member or former member is another not-for-profit organisation with similar purposes which is not carried on for the profit or gain of its individual members.
- c. Subject to the Act and any other applicable Act and any court order, after the winding up of SUNA any surplus assets must be distributed to any other not-for-profit organisation which has similar objects and has rules which prohibit the distribution of its assets and income to its members. The decision as to the not-for-profit organisation to be given the surplus assets must be made by an ordinary resolution of members at or before the time of winding up. If the members do not make this decision, SUNA may apply to the Court to make this decision.
- d. SUNA must not disband unless with the consent of three fourths of its members motion to disband SUNA signed by the proposer and the seconder submitted in writing to the General Manager. Such notice will be dealt with at the AGM.
- e. Any monies and property held by the Board will then be forwarded to the Corporation of the City of Onkaparinga to use as they see fit.

25. Notices

- a. Notice is anything written to or from SUNA under any clause in this Constitution or in respect of any matter regarding SUNA.
- b. Notice or any communication may be given to SUNA by:
 - i. delivering it to SUNA's nominated address for service;
 - ii. posting it to SUNA's nominated address for service; or
 - iii. sending it to an email address or other electronic address notified by SUNA to the members and affiliates as SUNA's email address or other electronic address for service.
- c. Notice or any communication may be given to a member or affiliate:
 - i. in person;
 - ii. by posting it to, or leaving it at, the address of the member or affiliate as recorded in the register of members or affiliates or an alternative address (if any) nominated by the member or affiliate for service of notices;
 - iii. sending it to the email or other electronic address nominated by the member or affiliate as an alternative address for service of notices (if any);

- iv. if agreed to by the member or affiliate by notifying the member or affiliate at an email or other electronic address nominated by the member or affiliate, that the notice is available at a specified place or address (including an electronic address); or
 - v. if the member or affiliate is a corporate entity, delivering or posting it to its registered address for service.
- d. It is the responsibility of the member and affiliate to ensure that SUNA has the correct and current address details for that member or affiliate. If SUNA does not have an address for the member or affiliate, SUNA is not required to give notice in person.
- e. A notice:
- i. delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;
 - ii. sent by post, is taken to be given on the fifth calendar day after it is posted with the correct payment of postage costs;
 - iii. sent by email or other electronic method, is taken to be given on the Business Day after it is sent; and
 - iv. given under **clause 25.c.iv.** of this Constitution is taken to be given on the Business Day after the notification that the notice is available is sent.

26. The Seal

- a. SUNA may have a common seal displaying its corporate name in legible characters.
- b. The seal must not be used without the express and written authorisation of the Board. The affixing of the seal must be witnessed by the SUNA President and the General Manager or if one or both of them is/are not able to do so, then by at least two Board members.
- c. Every use of the seal must be recorded in the Minutes of SUNA.
- d. Notwithstanding that SUNA may have a seal, SUNA may execute documents by an office holder and another Board member signing such document, rather than affixing such seal to that document.
- e. The Board may also delegate (or alter or remove such delegation of) SUNA's powers to an office holder, and the nature and level of such delegation must be recorded in SUNA's minutes.

27. Amendments to Constitution

- a. Subject to **clause 27.b.** of this Constitution, this Constitution may be altered (including but not limited to an alteration to SUNA's name), rescinded, or replaced by:
 - i. the members and affiliates passing a special resolution at an AGM or SGM; and
 - ii. where notice in writing of all motions to alter, repeal, or add to the Constitution has been signed by the proposer and seconder and sent to the General Manager at least 28 calendar days before the AGM or SGM.
- b. Any alteration to this Constitution cannot have the effect of causing SUNA to no longer be a not-for-profit association.
- c. Any alteration to the Constitution must be registered with the Commission within the time required by the Act.

- d. Subject to a resolution to the contrary, an alteration to the rules in this Constitution comes into force at the time that the alteration is passed, except for an alteration to the name of SUNA which does not come into force until registered by the Commission.
- e. The registered Constitution is binding on SUNA and on its members and affiliates.

28. Definitions and interpretation

- a. In this Constitution:

the **Act** means the *Associations Incorporation Act 1985 (SA)*;

affiliate means a club, person, or other entity affiliated with SUNA in accordance with SUNA's By-Laws.

Board means the board of directors of SUNA.

Business Day means a day that is not a Saturday, a Sunday, or a declared public holiday in South Australia.

Chairperson means the person so-elected under the rules of this Constitution to be the chairperson for a meeting or meetings.

Commission means Consumer and Business Services, Corporate Affairs Commission (or any subsequent entity).

Delegate means an officer, employee, agent, or nominated representative of a member or affiliate.

general meeting means a meeting of members and includes the annual general meeting.

member means a member of SUNA.

month means a calendar month.

Public Officer means the person appointed as public officer in accordance with this Constitution and the Act or who otherwise occupies or acts in a position of public officer of SUNA.

special resolution means a resolution:

- i. in respect of which at least 21 calendar days' notice has been given, to all members and affiliates of SUNA, of the intention to propose the resolution as a special resolution; and
- ii. that has been passed by at least 75% of the votes cast by members and affiliates and Life Members (and proxies) present and entitled to vote on the resolution.

SUNA means the Southern United Netball Association Inc. ABN 13 997 697 717.

surplus assets means, in relation to the winding up of SUNA, any assets of SUNA that remain after paying all debts and other liabilities of SUNA including the costs of winding up.

- b. In this Constitution:

- i. the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression;
- ii. reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations); and
- iii. headings are for convenience of reference only.