

SOUTH AUSTRALIAN CROQUET ASSOCIATION INCORPORATED



CONSTITUTION

22 June 2022

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ASSOCIATIONS INCORPORATION ACT 1985 (SA)

CONSTITUTION

of

SOUTH AUSTRALIAN CROQUET ASSOCIATION INCORPORATED

PART I – NAME, OBJECTS, POWERS AND INTERPRETATION

1. NAME OF ASSOCIATION

The name of the association is South Australian Croquet Association Incorporated ("Croquet SA").

2. OBJECTS OF CROQUET SA

Croquet SA is the peak body for the administration of the sport of Croquet in South Australia. The Objects for which Croquet SA is established and maintained are to:

- a. operate as the peak body for the administration of the sport of Croquet in South Australia;
- b. advance and promote competitive and harmonious recreational Croquet;
- c. adopt the Laws of Association Croquet and the Rules of Golf Croquet that have been agreed to by the World Croquet Federation (WCF) and the Rules of Gateball that have been agreed to by the World Gateball Union (WGU);
- d. recognise the other forms of Croquet played in Australia such as but not limited to Aussie Croquet and Ricochet;
- e. convene, manage and endorse Intrastate and local Croquet tournaments, championships and games, and as appropriate any International Croquet tournaments, championships or games played within South Australia;
- f. select State Teams and Training Squads;
- g. liaise with State Associations and Croquet Australia;
- h. affiliate with Croquet Australia and participate as a member of Croquet Australia in the furtherance of its objects within South Australia;
- i. pursue high standards of safety, education and training in all aspects of the sport;
- j. encourage and assist in the formation of new Clubs;
- k. encourage and assist Clubs in the promotion of croquet, the attraction of new members, the coaching of players, the conduct of competitions, the improvement of their facilities and in the furtherance of their financial and other welfare.

3. POWERS OF CROQUET SA

Solely for furthering the objects set out above, Croquet SA has, the rights, powers and privileges conferred on it under the Act.

4. DEFINITIONS AND INTERPRETATION

4.1. Definitions

In this Constitution unless the contrary intention appears, these words shall have the following meanings:

"Act" means the Associations Incorporation Act 1985 (SA) or any other act under which Croquet SA may be incorporated from time to time.

"Administrative Officer" means the person who is appointed under clause 26.1.

"Affiliate" means an affiliate of Croquet SA under clause 6.

"Appointed Director" means a Director appointed under clause 22.

"ASC" means the Australian Sports Commission.

"Assets" means, without limitation, all financial, intellectual, and physical assets.

"Association" or "Croquet SA" means the South Australian Croquet Association Incorporated.

"Auditor" means a person described in cl 35(2)(b) of the Act

"Board" means the body consisting of the Directors under clause 20.3.

"By-Law" means any by-law, regulation or standing order made under the Constitution of Croquet SA.

"Chair" means the person chosen to chair a General Meeting in accordance with clause 15.4.

"Club" means a croquet club that is an Affiliate.

"Committee" means the committees established by the Board under clause 28.1(a).

"Constitution" means this Constitution of Croquet SA.

"Contravention" takes the meaning described in clause 11.1.

"Croquet" includes Association Croquet, Golf Croquet, Gateball and other recognised forms of mallet sports.

"Croquet Australia" means the national body controlling croquet in Australia, namely the Australian Croquet Association Incorporated, abbreviated to ACA.

"Date of Approval of this Constitution" means the date on which a General Meeting of Croquet SA adopted this Constitution.

"Delegate" means the person elected or appointed from time to time to act for and on behalf of a Member and to represent the Member at General Meetings or otherwise.

"Director" includes an Elected Director or Appointed Director by virtue of taking office in accordance with clauses 21.2 and 22.1 of this Constitution.

"Disqualified Person" means a person who:

- (i) is an employee of Croquet Australia or Croquet SA; or (ii)
was a Director of Croquet SA and clause 21.6 applies, or
- (iii) is disqualified in accordance with s30 of the Act.

"Elected Director" means a Director elected under clause 21.2.

"Financial Year" means a period of 12 months commencing on 1 July in one year and ending on 30 June in the following year.

"General Meeting" means the annual or any special general meeting of Croquet SA.

"Individual Members" means a Life Member or Director of the Board of Croquet SA, both of which do not hold voting rights, as set out in clause 5.1.

"Intellectual Property" means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, patents or service marks (whether registered or registerable) relating to Croquet SA or any event, competition or activity of or conducted, promoted or administered by Croquet SA in South Australia.

"Life Member" means an individual who has become a life member of Croquet SA under clause 5.2.

"Member" means a member of Croquet SA under clause 5.

"Office Bearer" means any person acting in an official position within Croquet SA such as a committee or subcommittee member or some other role.

"Objects" means the objects of Croquet SA set out in clause 2.

"Player" means a person who plays, or expects to play, Croquet at a Club on at least 6 occasions per calendar year

"Policy" means a policy made under clause 29.

"President" means the person who is elected to chair the Board under clause 20.4.

"Proxy" means a person appointed by a Club in accordance with clause 17 to represent the Club at a General Meeting when the Club Delegate is unable or unwilling to do so.

"Register of Members" means the register of members kept and maintained under clause 8.1.

"Registered Participant" means for the purposes of clause 11, any official, coach, manager, or player participating in a tournament in any capacity.

"Registered Player" means a Player who has been registered by a Club with Croquet SA under clause 6.3(b).

"Seal" means the common seal of Croquet SA.

"Special Resolution" means a resolution passed under clause 16.5.

"Sport" means the sport of Croquet.

"Vice President" is the person elected to be the deputy chair of the Board under clause 20.4.

4.2. Interpretation

In this Constitution:

- a. Headings are inserted for convenience and do not affect the interpretation of the Constitution;
- b. capital letters are used at the beginning of words or terms, which are defined in clause 4.1;
- 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, trusts, partnerships 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 other 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, in english, including messages sent by electronic mail.

4.3. Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the rule or phrase cannot be so read down, it shall be severed to the extent of the invalidity or unenforceability. Such severance shall not affect the remaining provisions of this Constitution or affect the validity or enforceability of any provision in any other jurisdiction.

4.4. Expressions in Act

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.

PART II – MEMBERSHIP

5. MEMBERS

5.1. Categories of Members

The Members of Croquet SA shall consist of:

- a. Clubs, which shall have the right to receive notice of General Meetings and each of which shall be represented by a Delegate who shall have the right to be present, debate and vote on behalf of the Club at General Meetings;
- b. Life Members, who shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall have no voting rights;
- c. Directors, who shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall have no voting rights;
- d. such new or other categories of member as may be established by the Board with such rights, privileges and obligations as are determined by the Board. Any new category of member established by the Board may not be granted voting rights without the approval of Croquet SA in General Meeting.

5.2. Life Members

- a. A person who, at the Date of Approval of this Constitution, is an honorary life member or player life member of Croquet SA shall be a Life Member.
- b. The Board may recommend to a General Meeting that a person who has rendered distinguished service to Croquet SA or the Sport in any capacity shall be appointed a Life Member.
- c. A resolution of a General Meeting to appoint a person a Life Member must be a Special Resolution.

6. AFFILIATION

6.1. Affiliated Clubs

An affiliated club is a club which;

- a. is a member of Croquet SA at the Date of Approval of this Constitution; or
- b. has subsequently applied for and has been approved by the Board as an affiliated club;

and which has not resigned or withdrawn its affiliation or been disaffiliated by the Board.

6.2. Application for Affiliation

- a. An application for affiliation must be in writing on the form prescribed from time to time by the Board.
- b. The Board shall give written notice of the application to each Club, which shall have fourteen (14) days from receipt of the notice to lodge an objection with the Board.
- c. After giving due consideration to any objection, the Board in its discretion shall decide whether to accept the application.

6.3. Affiliation and Registration Fees

- a. A Club must pay to Croquet SA an annual affiliation fee.
- b. All Players of a Club must be registered by the Club with Croquet SA and subject to clause 6.3d the Club must pay to Croquet SA an annual registration fee for each Player.
- c. Notwithstanding any other provision of this Constitution, the Board may suspend, cancel or refuse the registration of a Player.
- d. A Club need not pay an annual registration fee for a Life Member or a Player whose registration has been cancelled or refused by the Board.
- e. Each year, when required by Croquet SA, a Club must lodge with it a list of all its Players, such list to be in a form determined by Croquet SA and to contain such information as it shall reasonably require.
- f. A Club must notify Croquet SA in writing within one month of any person who becomes a Player of the Club after the list is lodged.

7. SUBSCRIPTIONS AND FEES

7.1. Board to Determine

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

7.2. Failure to Pay

Any Member which has not paid all monies due and payable by that Member to Croquet SA shall (subject to the Board's discretion) have all rights under this Constitution immediately suspended from the expiry of the time prescribed for

payment of those monies. Such rights will be suspended until such time as the monies are fully paid or otherwise at the Board's discretion. In the meantime, the Member shall have no automatic right to resign from Croquet SA and shall be dealt with at the Board's discretion, which includes the right to expel, suspend, disqualify, fine, discipline or retain that Member, or impose such other conditions or requirements as the Board considers appropriate.

8. REGISTER OF MEMBERS

8.1. Croquet SA to Keep and Maintain a Register of Members

Croquet SA shall keep and maintain a Register of (as a minimum) the full name, address, category of membership and date of entry to membership of Croquet SA of each Member and where applicable, the date of termination of membership, and any other information that is required from time to time under the Act.

8.2. Croquet SA to Keep and Maintain a Register of Registered Players

Croquet SA shall keep and maintain a Register of Registered Players in which shall be entered (as a minimum) the full name, address, and registering Club of each Registered Player and any other information that is reasonably required to further the Objects.

8.3. Use of Register

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

9. EFFECT OF MEMBERSHIP FOR MEMBER

Each Member acknowledges that:

- a. this Constitution constitutes a contract between each Member and Croquet SA;
- b. each Member shall comply with and observe this Constitution and any Policy, determination or resolution which may be made or passed by the Board or any duly authorised Committee as it may apply to that Member;
- c. by submitting to this Constitution and Policies each Member is subject to the jurisdiction of Croquet SA and Croquet Australia;
- d. this Constitution and Policies are necessary and reasonable for promoting the Objects and the objects of Croquet Australia and particularly the advancement and protection of the Sport; and

- e. each Member is entitled to all benefits, advantages, privileges and services of membership of Croquet SA.

10. DISCONTINUANCE OF MEMBERSHIP

10.1. Notice of Resignation

Subject to this Constitution:

- a. A Club that has paid all monies due and payable to Croquet SA and has no other liability (contingent or otherwise) to Croquet SA may resign from membership of Croquet SA by giving one (1) month's notice in writing to Croquet SA of such intention to resign and upon the expiration of that period of notice, the Club shall cease to be a Member. A notice of intention to resign by a Club is only a valid notice if approved by special resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the special resolution has been passed by the Club must accompany the written notice of resignation.
- b. A Life Member or a Member under a category of membership established under clause 5.1(d) may resign as a Member by notice in writing to Croquet SA.
- c. A Director shall cease to be a Member immediately upon ceasing to be a Director.

10.2. Expiration of Notice Period

Upon the expiration of any notice period applicable under clause 10.1 an entry recording the date on which the Member ceased to be a Member shall be recorded in the Register of Members.

10.3. Discontinuance for Breach of this Constitution

- a. Membership of Croquet SA may be discontinued by the Board upon breach by the Club of this Constitution or the Policies, including but not limited to the failure to pay any monies owed to Croquet SA, or failure to comply with any resolution or Policy made or passed by the Board.
- b. if the Board propose to discontinue a membership of Croquet SA, the Board must first:
 - (i) give the Member not less than 30 days written notice of its intention to expel the Member; and
 - (ii) allow the Member to present submissions as to why the Member should not be expelled, by either providing written reasons not exceeding 1,000 words or by oral submissions to the Board, before expiry of the notice referred to in clause 10.3(b)(i).

10.4. Discontinuance for Failure to pay Affiliation, Membership and/or Registration Fees

Membership of Croquet SA may be discontinued by the Board if a Club has not paid its annual affiliation, membership and/or annual registration fees for any of its Players to Croquet SA within 60 days of such fees becoming due under clause 6.3.

10.5. Discontinuance upon Death or Deregistration or Liquidation

Membership of Croquet SA will cease immediately upon:

- a. In the case of a natural person, that person dies; or
- b. In the case of a body corporate, that body corporate is deregistered, wound up or has a liquidator appointed.

10.6. Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon Croquet SA and its property, including Intellectual Property. Any Croquet SA documents, records or other property in the possession, custody or control of that Member shall be returned to Croquet SA immediately.

10.7. Registration of Players

Upon a Club's cessation of membership of Croquet SA, that Club's Players shall immediately cease to be Registered Players of Croquet SA.

10.8. Membership may be Reinstated

Membership which has lapsed, been withdrawn or terminated under this Constitution may be reinstated at the discretion of the Board, on application in accordance with this Constitution and otherwise on such conditions as the Board sees fit.

11. DISCIPLINE OF MEMBERS, DISPUTES AND COMPLAINTS

11.1. Definition

A "Contravention" is defined as:

- a. A failure or refusal by a Member to comply with a provision of this Constitution that applies to that Member; or
- b. A failure or refusal by a Member, Office Bearer or Registered Player to comply with a provision of:

- Policies made under this Constitution,

- the Croquet Australia constitution or regulations;
- any resolution or determination of the Board;
- any resolution or determination of any duly authorised Committee;

that applies to that Member, Office Bearer or Registered Player; or

- c. A Member, Office Bearer or Registered Player has acted in a manner unbecoming of a Member, Office Bearer or Registered Player, or
- d. A Member, Office Bearer or Registered Player has acted in a manner prejudicial to the interests of Croquet SA, Croquet Australia or the Sport.

11.2. Jurisdiction

- a. All Members, Office Bearers, Registered Players, Registered Participants or other persons will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of Croquet SA whether under this Constitution or under the Policies; and
- b. The Clubs must ensure that Registered Players agree to be bound by the Policies.
- c. There shall be appointed a Chair of an appeals and disputes committee who shall act independently of the Board and shall not be a Board member.
- d. The Board shall have the power to require the mediation of any dispute between clubs, any registered player, participant or other person where such dispute interferes, or threatens to interfere, with the objects of Croquet SA, and may prescribe guidelines for such mediation.

11.3. Discipline of Members

- a. Where the Board is advised or considers that a Member, or other person associated with a Club, such as a Registered Player or office bearer, has committed a Contravention then the Board may commence or cause to be commenced, disciplinary proceedings against that Member.
- b. It is the intention that the Policies of Croquet SA shall provide for:
 - (i) the manner in which disciplinary proceedings are to be conducted and determined, and the rights of appeal (if any) from any such determination including a final right of appeal to an independent body outside of the control of Croquet SA,
 - (ii) the rights of a Member to representation at any such proceeding or appeal,

- (iii) disciplinary action on a Member, including the imposition of conditions for the Member's participation in any aspect of the Sport, imposition of a fine, the suspension of a Member's privileges of membership, and the expulsion of a Member, and
 - (iv) such other matters as the Board thinks fit and in so far as the policies do not so provide, the Board may amend the Policies accordingly.
- c. No member of the Board shall adjudicate in any disciplinary proceeding.

11.4. Complaints

Handling of complaints, which are not a disciplinary matter, shall be dealt with through the Complaints Policy.

PART III – GENERAL MEETINGS

12. DELEGATES

12.1. Appointment of Delegates

Each Club shall appoint one (1) Delegate for such term as is deemed appropriate by the Member. A Delegate must:

- a. be a Registered Player of a Club but need not be a Registered Player of the Club for which they are a Delegate;
- b. be appropriately empowered by the appointing Club to consider, make decisions and vote at General Meetings;
- c. not be a Delegate of more than one Club at the same time;
- d. not be a Director of Croquet SA.

12.2. Club to Advise

- a. Each Club shall, at least forty-eight (48) hours prior to any General Meeting, advise the Administrative Officer of Croquet SA of its appointed Delegate.
- b. A Club must notify Croquet SA in writing of the name, postal address and address for electronic mail (if any) of its Delegate within seven (7) days upon any appointment or change being made.
- c. Croquet SA shall maintain an up-to-date register of the names of the Delegates of the Clubs and only the person whose name appears in the register as the Delegate of a Club, or duly appointed proxy, shall be entitled to represent the Club at a General Meeting under clause 5.1a.

13. GENERAL MEETINGS

13.1. Annual General Meeting

An annual general meeting of Croquet SA shall be held in accordance with the provisions of the Act and this Constitution and on a date and at a venue to be determined by the Board. A virtual meeting may be held if required.

13.2. Special General Meetings

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

13.3. Notice of General Meetings

- a. Notice of every General Meeting shall be given to all Members entitled to attend the General Meeting, and the Auditor of Croquet SA at the address appearing in the register kept by the Administrative Officer.
- b. Notice of every General Meeting shall be given at least twenty-one (21) days prior to the General Meeting and shall specify the place and day and hour of the General Meeting and the agenda for the General Meeting stating the business to be transacted at the General Meeting.

13.4. Entitlement to Attend General Meeting

Notwithstanding any other clause of this Constitution, no Club shall be represented at, or take part in a General Meeting, unless all monies (set in accordance with clause 7) then due and payable to Croquet SA are paid.

13.5. Business of General Meetings

- a. The business to be transacted at the Annual General Meeting (whether stated in the agenda or not) includes:
 - consideration of accounts,
 - reports of the Board (including in relation to the activities of Croquet SA during the preceding Financial Year);
 - Auditor's report,
 - the appointment of Auditors,
 - the appointment of any Life Members; and
 - the election of Directors, including the election of the President and Vice President.
- b. All business that is transacted at a General Meeting, with the exception of

those matters set out in clause 13.5a, shall be special business. "Special business" is business of which a notice of motion has been submitted in accordance with clause 13.6 or submitted by the Board.

13.6. Notices of Motion

At least sixty (60) days prior to a General Meeting, Croquet SA will request from Clubs notices of motion for inclusion as special business, which must be submitted in writing (in the required form) to the Administrative Officer of Croquet SA and received not less than forty-five (45) days (excluding receiving date and meeting date) prior to the General Meeting.

13.7. No Other Business

No business other than that stated in the notice of meeting or clause 13.5(a) shall be transacted at a General Meeting unless approved by the meeting.

14. SPECIAL GENERAL MEETINGS

14.1. Special General Meetings May be Held

The Board may, whenever it thinks fit, convene a Special General Meeting of Croquet SA and, where, but for this clause more than fifteen (15) months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

14.2. Requisition of Special General Meetings

- a. The Board shall on the requisition in writing of at least five (5) Clubs convene a Special General Meeting
- b. The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Delegates of the Clubs making the requisition, and be sent to Croquet SA. The requisition may consist of several documents in a like form, each signed by one (1) or more Delegates of the Clubs making the requisition.
- c. If the Board does not cause a Special General Meeting to be held within thirty (30) days after the date on which the requisition is sent to Croquet SA, the Clubs making the requisition, or any of them, may convene a Special General Meeting to be held not later than thirty (30) days after that date.
- d. A special general meeting convened by a Club(s) under this Constitution shall be convened in the same manner, or as nearly as possible to that where meetings are convened by the Board.

15. PROCEEDINGS AT GENERAL MEETINGS

15.1. Number for a Quorum

At least 50% of Clubs eligible to vote must have a Delegate or Proxy present for a quorum to exist at a General Meeting.

15.2. Requirement for a Quorum

An item of business may not be transacted at any General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

15.3. Quorum and Time

If, within thirty (30) minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- a. if convened by, or on requisition of, Clubs, is dissolved; and
- b. in any other case stands adjourned to such other day, time and place as the chair determines.

15.4. President to preside over General Meetings

- a. The President is entitled to preside as chair at General Meetings.
- b. If a General Meeting is convened and the President is not present within fifteen (15) minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
 - (i) the Vice President;
 - (ii) if 2 or more Directors are present, a Director (or another person) chosen by a majority of the Directors present;
 - (iii) the only Director present; or
 - (iv) if no Director is present the meeting is adjourned for seven (7) days.

15.5. Conduct of General Meetings

- a. The Chair:
 - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which in his opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

- (iii) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever he considers it necessary or desirable for the proper conduct of the meeting.
- b. A decision by the Chair under this clause 15.5 is final.

15.6. Adjournment of Meeting

- a. The Chair may, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- b. The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the Clubs present.
- c. Only unfinished business is to be transacted at a meeting resumed after an adjournment.

15.7. Notice of Adjourned Meeting

- a. It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for thirty (30) days or more.
- b. When a General Meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

15.8. Quorum for an Adjourned Meeting

If a quorum is not present within thirty (30) minutes after the time appointed for the adjourned meeting, those Clubs then present shall constitute a quorum.

15.9. Recording of Determinations

Unless a poll is demanded under clause 16.2, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minutes of the proceedings of Croquet SA shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

15.10. Minutes

The Board shall cause to be kept, minutes of the resolutions and proceedings of each General Meeting together with a record of the names of persons present at all meetings. The minutes may be kept in books provided for that purpose or by other means of storage as the Board may decide and this may include electronic storage.

16. VOTING AT GENERAL MEETINGS (REFER ALSO TO CLAUSE 5.1)

Each Club in attendance shall, subject to this Constitution, be entitled to one (1) vote at General Meetings. No Individual 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.

16.1. Voting Procedure

At any General 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:

- a. By the Chair; or
- b. By a majority of the Clubs in attendance and entitled to vote.

16.2. Where Poll Demanded

If a poll is duly demanded under clause 16.1 it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

16.3. Resolutions Decided by Majority

Except where a Special Resolution is required, all questions at General Meetings shall be determined by the majority of votes (as set out in clause 16).

16.4. Equality of Votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

16.5. Special Resolution

A special resolution is a resolution passed:

- a. at a General Meeting of which at least twenty-one (21) days' notice, accompanied by notice of intention to propose the resolution as a special resolution, has been given to all persons entitled to notice of a General Meeting; and
- b. by at least three quarters of those Members entitled to vote, voting in favour of the resolution.

17. PROXY VOTING

If a Club's Delegate is unable or unwilling to attend a General Meeting, the Club may appoint a proxy to act and vote on its behalf provided a proxy form as approved by the Board from time to time, has been duly completed and executed and is lodged with the Administrative Officer at or before the commencement of the meeting.

A Club may instruct its proxy to vote in favour of or against a proposed resolution, but otherwise the proxy may exercise his or her vote as the proxy thinks fit.

18. VOTING BETWEEN GENERAL MEETINGS

Should an issue arise between General Meetings which requires a decision or ratification by Clubs the Board may call a General Meeting in accordance with clause 14.1.

PART IV – THE BOARD

19. EXISTING DIRECTORS

The members of the board of Croquet SA in office immediately prior to the Date of Approval of this Constitution shall continue in those positions for their unexpired term. Thereafter those positions shall be vacated, filled and otherwise dealt with in accordance with this Constitution.

20. POWERS AND COMPOSITION OF THE BOARD

20.1. Power of the Board

Subject to the Act and this Constitution, the business of Croquet SA shall be managed, and the powers of Croquet SA shall be exercised, by the Board. In particular, the Board as the controlling authority of Croquet SA shall be responsible for acting on all state and local issues in accordance with the Objects and shall operate for the collective and mutual benefit of Croquet SA and the Sport throughout South Australia and shall:

- a. Govern the Sport in South Australia in accordance with the Objects;
- b. Determine major strategic directions of Croquet SA;
- c. Review performance in achieving its pre-determined aims, Objectives and Policies; and
- d. Manage interstate responsibilities.

20.2. Responsibility of Board to Inform Members

The Board must keep Members and Registered Players informed of its activities through the distribution to Clubs of minutes of its meetings and through newsletters and/or other means of communication where the Board sees fit.

20.3. Board Composition

- a. The Board shall comprise seven (7) Elected Directors; and if the Board so choose two (2) Appointed Directors.
- b. The Board, subject to the availability of appropriately qualified nominees, must collectively have skills and experience covering the following areas:
 - Governance;
 - the Sport;
 - Finance;
 - Risk Management;
 - Sport Development, including obtaining grants, sponsorships, fundraising, marketing and social media;
 - IT including website maintenance;
 - Law; and
 - Any other skills or experience determined by the Board.
- c. The Board may determine position or role descriptions or necessary qualifications for Director positions.

20.4. President and Vice President of the Board

- a. The election of the President and Vice President of Croquet SA is made by the Members, under clause 13.5(a), at the Annual General Meeting.
- b. The Director elected to be President under clause 20.4(a) will remain President for the duration of their current term of office as Director unless the resolution electing them as the President specified a lesser term for the appointment.
- c. The elected President shall be considered to be the principal spokesperson of the Board and Croquet SA.
- d. The Director elected to be Vice President under clause 20.4(a) will remain Vice President for the duration of their current term of office as Director unless the resolution electing them specified a lesser term for the appointment.
- e. The elected Vice President shall perform the duties of the President when the President is unavailable.
- f. In the event that the President resigns or is otherwise unable to fulfill their full term, the Vice President will assume the position of President until the next General Meeting. The members of the Board of Directors will elect

from their number a Vice President to fulfill that role until the next General Meeting.

- g. In the event that both the President and Vice President resigns or is otherwise unable to fulfill their full term, a Special General Meeting will be convened within 30 days, in accordance with clause 14, to elect new Office Bearers of these positions. Until the Clubs are able to elect new office holders, the members of the Board will elect from their number a President and Vice President to fulfill that role until the Clubs have voted.

21. ELECTED DIRECTORS

In this clause, unless stated to the contrary, Directors are Elected Directors.

21.1. Disqualified Person not to hold office as Elected Director

- a. A Disqualified Person must not hold office as an Elected Director.
- b. A Director who becomes a Disqualified Person must notify the Board of that fact immediately and is deemed to have vacated office as an Elected Director from the date they became a Disqualified Person.

21.2. Election of Elected Directors

- a. Croquet SA shall call for nominations for Elected Directors at least sixty (60) days before the date of the Annual General Meeting, with such notice to include any skills or expertise required to comply with clause 20.3(b). All Clubs shall be notified of the call for nominations.
- b. Nominations for Elected Directors must be:
 - (i) in writing;
 - (ii) on the prescribed form (if any) provided for that purpose;
 - (iii) signed by a Club president or secretary;
 - (iv) certified by the nominee expressing his or her willingness to accept the position for which he or she is nominated; and
 - (v) accompanied by a statement from the nominee as to their skills, experience and suitability.
- c. Nominations must be received by Croquet SA at least forty-five (45) days prior to the Annual General Meeting.
- d. A person may not be elected as a Director unless a majority of Members present (either by Delegate or Proxy) and entitled to vote elect that person in accordance with the secret ballot procedure set out in Schedule 1
- e. If, after the secret ballot, there remain vacancies to be filled, further nominations shall be called for from the floor and previous nominees are

permitted to renominate. A further secret ballot will be held in accordance with Schedule 1.

- f. If further vacancies remain, these will be treated as Casual Vacancies in accordance with clause 21.6

21.3. Term of Office

Subject to clauses 21.1, 21.6 and 21.7 an Elected Director will hold office for a term:

- (a) commencing at the end of the General Meeting at which they were appointed or re-elected; and
- (b) expiring at the end of the second Annual General Meeting after their appointment or re-election.

21.4. Office held until end of meeting

A retiring Director holds office until the end of the meeting at which that Director retires but, subject to the requirement of this Constitution, including clause 21.5, is eligible for re-election if nominated according to clause 21.2(b).

21.5. Election of Elected Directors

- a. At a General Meeting:
 - (i) at which an Elected Director retires; or
 - (ii) at the commencement of which there is a vacancy in the office of an Elected Director,there will be a vote of the Club Delegates and Proxies conducted in accordance with clause 21.2 to fill the vacancy.

21.6. Maximum Term of Office for Directors

- a. A Director may not serve more than three (3) consecutive terms as a Director, including where one (1) of the terms is as an Appointed Director.
- b. For the purpose of clause 21.6(a), service:
 - (i) by a person filling a casual vacancy in an Elected Director position under clause 21.7 for any period of more than twelve (12) months will be treated as a term;
 - (ii) by a person in an Appointed Director position under clause 22.3 for any period will be treated as a term; and
- c. A Director who has served a maximum term in accordance with Clause 21.6(a) shall not be eligible to be a Director for two (2) years following the completion of their maximum term.

21.7. Casual Vacancy of Directors

- a. The Board may at any time appoint a person who has consented to act to fill a casual vacancy to the Board (as defined in clause 23.1).
- b. Subject to the provisions of clause 21.1, a person appointed under clause 21.7(a) holds office until the next Annual General Meeting at which time they can offer themselves for election provided they have been nominated under clause 21.2.

22. APPOINTED DIRECTORS

22.1. Appointment of Appointed Directors

The Board may appoint two (2) Appointed Directors consistent with not exceeding the maximum number of Directors (as defined in clause 20.3) unless they are Disqualified Persons.

22.2. Qualifications for Appointed Directors

Appointed Directors may have specific skills or qualifications in commerce, finance, marketing, law or business generally or such other skills which complement the Board composition but need not have experience in or exposure to the Sport. They do not need to be Registered Players.

22.3. Term of Office for Appointed Directors

- a. Subject to clauses 21.6 and 23.2, an Appointed Director holds office for a term determined by the Board which is not to exceed two (2) years and the appointment will be on such other terms as the Board determines.
- b. A person may only serve two (2) terms as an Appointed Director but, subject to the other requirements of this Constitution, are otherwise eligible to be elected to an Elected Director position.

22.4. Casual vacancy of Appointed Directors

The Board may at any time appoint a person to fill a casual vacancy (as defined in clause 23.1) of the Appointed Directors on whatever terms the Board decides.

23. VACANCIES OF DIRECTORS

23.1. Vacation of Office

In addition to the circumstances (if any) 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 Croquet SA;
- e. is not present at three (3) consecutive Director's meetings without leave of absence from the other Directors;
- f. becomes a Disqualified Person;
- g. directly or indirectly has a pecuniary interest in any contract or proposed contract with Croquet SA and fails to declare the nature of their interest; or
- h. is removed from office by Special Resolution under clause 23.2(a).

23.2. Removal of a Director

- a. Croquet SA may in a General Meeting by Special Resolution remove any Director before the expiration of that Director's term of office. If a Director is removed in accordance with this clause the office of the Director becomes vacant and shall be filled in accordance with the procedure set out in clause 21.7.
- b. Unless otherwise resolved at a General Meeting, a Director removed in accordance with clause 23.2(a) cannot be re-appointed as a Director within three (3) years of their removal.
- c. Subject to sub-clause (d.), where the Director to whom a proposed resolution referred to in clause 23.2(a) makes representations in writing to the Administrative Officer and requests that such representations be notified to the Clubs, the Administrative Officer may send a copy of the representations to each Club or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.
- d. Such representations shall be in writing and shall be limited to one thousand (1000) words and shall not be defamatory.

23.3. Alternate Director

A Director cannot appoint an alternate.

24. PROCEEDINGS OF DIRECTORS

24.1. Board meetings

- a. Subject to clause 24.1(b), the Board may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- b. The Board must meet at least six (6) times in each calendar year.

24.2. Questions decided by majority

A question arising at a Board meeting is to be decided by a majority of votes of the Directors present and entitled to vote. Each Director present has one (1) vote on a matter arising for decision by the Board.

24.3. Chair's casting vote

The chair of the Board meeting will not have a casting vote.

24.4. Quorum

A quorum exists when more than half the number of current Directors, and no less than three (3), is present. A Director who participates in a meeting pursuant to clause 24.9 shall be deemed to be present at the meeting.

24.5. Effect of vacancy

- a. The continuing Directors may act despite a vacancy in their number.
- b. However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

24.6. Convening meetings

- a. Croquet SA must, on the request of two (2) Directors, convene a Board meeting.
- b. Notice of a meeting of the Board must be given individually to each Director (except a Director on leave of absence approved by the Board). Notice of a meeting of the Board may be given in person, or by post or by telephone, or other electronic means. The period of notice must not be less than seven (7) days unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence).

- c. A Director may waive notice of a meeting of the Board by giving notice to that effect to Croquet SA in person or by post or by telephone, or other electronic means.
- d. A person who attends a meeting of the Board waives any objection that person may have in relation to a failure to give notice of the meeting.
- e. The non-receipt of a notice of a meeting of the Board or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of the Board.
- f. The agenda shall be forwarded to each Director prior to such meeting.

24.7. Chairperson

The President shall be the nominal head of Croquet SA and shall chair all Board meetings at which they are present and willing and able to act. If the President is not present or is unwilling or unable to Chair the meeting, the Vice President shall do so. If the Vice President is not present or is unwilling or unable to Chair the meeting, the remaining Directors shall appoint another Director to preside as Chair for that meeting only.

24.8. Circulating resolutions

A resolution in writing, signed or assented to by electronic mail or other form of visible or other electronic communication by a majority of the Directors without dissent 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 or assented to by one (1) or more of the Directors, and details of the resolution must be recorded in the minutes of the next Board meeting

24.9. Telecommunication Meeting

Without limiting the power of the Board to regulate their meetings as they think fit, a meeting of the Board may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:

- a. 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;
- b. 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;
- c. in the event that a failure in communications prevents condition (a) from being satisfied by that 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 clause to be held, then the meeting shall be suspended until condition (a) is satisfied again. If such condition is not satisfied within fifteen (15) minutes from the failure of communication the meeting shall be deemed to have closed.

24.10. Validity of acts of Directors

Everything executed at a Board meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

24.11. Minutes

The Directors must cause minutes of Board meetings to be made and kept according to the Act.

25. CONFLICTS

25.1. Directors Interests

- a. a Director shall declare to the Board any material personal interest or related party transaction, as defined by the Act (Commonwealth), as soon as practicable after that Director becomes aware of their interest in the matter.
- b. where a Director declares a material personal interest, or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the other Directors.
- c. in the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Board or, if this is not possible, the matter shall be deferred to the next meeting.

25.2. Conflict of Interest

- a. a Director shall declare his interest in any contractual, financial, selection, disciplinary, or other matter;
- b. where a Director declares an interest in any matter, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Board.

- c. in the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Board or, if this is not possible, the matter shall be deferred to the next meeting.

25.3. Recording Disclosures

The Board shall maintain a register of declared interests.

26. BOARD TO MAKE APPOINTMENTS

26.1. Appointment of Administrative Officer

The Board may appoint a person to hold office as Administrative Officer, or such other office which has a title that the Board considers appropriate in which case the references to Administrative Officer are replaced by that title.

26.2. Powers, duties and authorities of Administrative Officer

- a. The Administrative Officer holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Board.
- b. The exercise of those powers and authorities, and the performance of those duties, by the Administrative Officer are subject at all times to the control of the Board.

26.3. Suspension and removal of Administrative Officer

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the Administrative Officer from that office.

26.4. Delegation by Directors to Administrative Officer

The Directors may delegate to the Administrative Officer any power required (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of Croquet SA.

26.5. Administrative Officer to act as Secretary

The Administrative Officer shall act as Secretary of Croquet SA and shall carry out other such other functions as the Board from time to time determines.

26.6. Administrative Officer to attend meetings

The Administrative Officer is entitled, subject to a determination otherwise by the Directors, to attend all meetings of Croquet SA Directors and any Committees, and may speak on any matter, but does not have a vote.

26.7. No Administrative Officer Appointed

The Board may appoint other officers as it sees fit.

26.8. Treasurer

The Board shall appoint a Director as Treasurer and provide that person with terms and conditions for the role.

PART V – MISCELLANEOUS

27. STRATEGIC FORUM OF MEMBERS

27.1. Annual Strategic Forums

Croquet SA shall hold a strategic forum at least once per year, which is to meet to:

- a. inform the Board of significant membership issues;
- b. assist the Board to design or review Croquet SA's strategic direction;
- c. discuss significant issues concerning Croquet SA; and
- d. provide feedback to the Board on the results of its governance decisions in practice at the member level.

27.2. Attendees at Strategic Forums

The following persons shall be invited to attend the annual strategic forum of Croquet SA:

- a. one representative from each Club;
- b. the Directors of Croquet SA; and
- c. such other persons the Board considers should be invited.

28. COMMITTEES

28.1. Committees

- a. The Board shall establish such committees (either with delegated powers

or advisory) as are necessary to achieve the objects of Croquet SA, provided that a terms of reference Policy is issued by the Board for each committee established.

- b. The Board may delegate any of their powers to committees and may vary or revoke any such delegation.

28.2. Powers Delegated to Committees

- a. A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Board.
- b. Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

28.3. Procedure of Committee Meetings

- a. The procedures for any Committee established shall, with any necessary or incidental amendment, be the same as that applicable to meetings of the Directors under clause 24.
- b. The quorum shall be determined by the Committee but shall be no less than the majority of the total number of Committee members.
- c. A Director or the Administrative Officer shall be ex-officio members of any Committee so appointed.
- d. Within seven (7) days of any meeting of any Committee, the Committee shall send a copy of the minutes and any supporting documents to the Administrative Officer of Croquet SA.

29. POLICIES

29.1. Making and amending Policies

- a. In addition to policies made under clause 11, the Board may from time to time make policies:
 - (i) that are required to be made under this Constitution; and
 - (ii) which in their opinion are necessary or desirable for the control, administration and management of Croquet SA's affairs and may amend, repeal and replace those policies.
- b. Croquet SA in General Meeting may amend, repeal or replace any policy made by the Board without affecting the validity of acts or decisions made by the Board or anyone authorised to act pursuant to that policy.
- c. The Policies referred to in clauses 11 and 29.1 take effect twenty-eight (28) days after the service of the Policy on the Clubs in accordance with clause 33, and shall be of force and effect on that date.

29.2. Effect of Policies

A Policy:

- a. Is subject to this Constitution;
- b. Must be consistent with this Constitution;
- c. When in force, is binding on all Members and has the same effect as a provision in this Constitution; and
- d. May be overruled if a resolution to that effect is passed by the Members at a General Meeting.

29.3. Policies Deemed Applicable

All by-laws, regulations and policies of Croquet Australia in force at the date of the approval of this Constitution under the Act insofar as such by-laws, regulations and policies are not inconsistent with, or have been replaced by this Constitution, shall be deemed to be Policies under this Clause.

30. RECORDS AND ACCOUNTS

30.1. Establish and Maintain Records

Croquet SA shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of Croquet SA and the Board and shall produce these as required by the Act at each Board Meeting or General Meeting.

30.2. Records Kept in Accordance with Act

Croquet SA shall ensure that proper accounting and other records are kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. The books of account shall be kept in the care and control of the person appointed by the Board as Treasurer.

30.3. Retention of Records

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

30.4. Board to Submit Accounts

The Board shall submit to the Annual General Meeting the accounts of Croquet SA.

31. ASSETS AND BANKING

31.1. Board to Establish and Maintain a Banking Policy

The Board will establish and maintain a Policy which:

- a. Provides the Treasurer with effective day-to-day banking facilities; and
- b. Effectively manages and protects the assets of Croquet SA.

31.2. Policy to be Consistent

The policy shall be consistent with the reporting requirements of this Constitution and be inclusive of such procedures, delegations, authority levels, record keeping and reporting requirements as are considered necessary by the Board and the Auditor.

32. AUDITOR

An audit will be conducted in accordance with the Act as though Croquet SA was a prescribed association.

33. SERVICE OF DOCUMENTS

33.1. Document includes notice

In this clause 33, document includes a notice.

33.2. Methods of service on a Member

Croquet SA may give a document to a Member:

- a. personally;
- b. by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- c. by sending it to an electronic address nominated by the Member.

33.3. Methods of service on Croquet SA

A Member may give a document to Croquet SA:

- a. by delivering it to the Registered Office;
- b. by sending it by post to the Registered Office; or
- c. by sending it to an electronic address nominated by Croquet SA.

33.4. Post

A document sent by post if sent to an address:

- a. in Australia, may be sent by ordinary post; and
- b. outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fourteenth (14th) business day after the date of its posting.

33.5. Electronic transmission

If a document is sent by electronic transmission, delivery of the document is taken to:

- a. be effected by properly addressing and transmitting the electronic transmission unless a message is received by the sender that the transmission failed; and
- b. have been delivered on the business day following its transmission.

34. SEAL

34.1. Safe Custody of Seal

The Board shall provide for safe custody of the Seal.

34.2. Affixing Seal

The Seal shall only be used by authority of the Board and every document to which the seal is affixed shall be signed by two (2) Directors.

34.3. Director's Interest

A Director may not sign a document to which the seal of Croquet SA is fixed where the Director is interested in the contract or arrangement to which the document relates.

35. ALTERATION OF CONSTITUTION

35.1. Alteration of Constitution

This Constitution shall not be altered except by Special Resolution.

35.2. Consent to Alteration

In addition, there shall be no alteration or amendment to clause 35 or 36 without the consent of the relevant Minister or other authority under the Act.

36. INDEMNITY

36.1. Indemnity of Officers

- a. This clause 36 applies to every person who is or has been:
- (i) a Director or Administrative Officer of Croquet SA; and
 - (ii) to any other officers, employees, former officers or former employees of Croquet SA.

Each person referred to in this paragraph (a) is referred to as an Indemnified Officer for the purposes of the rest of clause 36.

- b. Croquet SA will indemnify each Indemnified Officer by means of an insurance policy against:
- (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an indemnified officer of Croquet SA or of a related body corporate of Croquet SA; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an indemnified officer of Croquet SA or of a related body corporate of Croquet SA,

unless:

- (iii) Croquet SA is forbidden by statute to indemnify the person against the liability or legal costs; or
- (iv) an indemnity by Croquet SA of the person against the liability or legal costs would, if given, be made void by statute

36.2. Insurance

Croquet SA may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of Croquet SA or of a related body corporate of Croquet SA including a liability for legal costs, unless:

- a. Croquet SA is forbidden by statute to pay or agree to pay the premium; or

- b. the contract would, if Croquet SA paid the premium, be made void by statute.

36.3. Deed

Croquet SA may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by clause 36.1 on the terms the Directors think fit (as long as they are consistent with clause 36).

37. WINDING UP

37.1. Winding Up of Croquet SA

Subject to this clause 37, Croquet SA may be wound up in accordance with the provisions of the Act.

37.2. Liability of Members

The liability of the Members of Croquet SA is limited.

37.3. Members' Contributions

Members of Croquet SA undertake to contribute to the assets of Croquet SA in the event of it being wound up while a Member, or within one (1) year after ceasing to be a Member for payment of the debts and liabilities of Croquet SA contracted before the time at which they cease to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding one dollar (\$1.00) each.

37.4. Distribution of Property on Winding Up

If upon winding up or dissolution of Croquet SA there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members of Croquet SA but shall be given or transferred to some body or bodies having objects similar to the objects of Croquet SA and which prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on Croquet SA by this Constitution and which is also not carried on for profit and which is similarly exempt (or entitled to be exempt) from income tax. Such body or bodies to be determined by the Members of Croquet SA at or before the time of dissolution, and in default thereof by such judge of the relevant Supreme Court or such other court as may have or acquire jurisdiction in the matter.

38. AUTHORITY TO TRADE

Croquet SA is authorised to trade in accordance with the Act.

39. SOURCE OF FUNDS

The funds of Croquet SA may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships, trade and such other sources as the Board determines.

40. APPLICATION OF INCOME

40.1. Income and Property Applied to Objects

The income and property of Croquet SA shall be applied solely towards the promotion of the Objects of Croquet SA as set out in this Constitution.

40.2. No Income to Members or Players

Except as prescribed in this Constitution:

- a. No portion of the income or property of Croquet SA shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Registered Player;
- b. No remuneration or other benefit in money or money's worth, other than honorarium as decided by the Board, shall be paid or given by Croquet SA to any person who holds an office of Croquet SA, is a Member or Registered Player; and
- c. No honorarium shall be paid to a Director unless it has been agreed to beforehand by the Members who are eligible to vote.

40.3. Payments in Good Faith

Nothing in clause 40.2 shall prevent payment in good faith of or to any Member or Registered Player provided that any such payment shall not exceed the amount ordinarily payable between commercial parties dealing at arm's length in a similar transaction.

41. MEMBERSHIP OF CROQUET AUSTRALIA

Croquet SA is a member of Croquet Australia and Members acknowledge and agree that Croquet SA shall not resign, disaffiliate or otherwise seek to withdraw from Croquet Australia without approval of the Clubs by Special Resolution passed at a General Meeting.

42. AUTHORITY TO MAKE STATEMENT

Only the President, or other person authorised by the Board shall have authority to make a public statement on behalf of Croquet SA or purport to represent to any media organisation or to the general public the attitude or views of Croquet SA on any topic.

Schedule 1 – Ballot Procedure for Election of Directors

1. The Chair will appoint a Returning Officer and Scrutineer to conduct the secret ballot.
2. For each vacancy, each eligible voting Member's Delegate or Proxy will be provided with a ballot paper with the names of each nominee listed and a means to cast their vote for one of the nominees only.
3. The ballot paper of a Proxy who has been appointed with specific voting instructions contained in the instrument of appointment will have their ballot paper pre-filled in accordance with those instructions.
4. Delegates and Proxies (if any) will cast their vote in secret by making the appropriate marking on their ballot paper.
5. The Returning Officer will collect the completed ballot papers.
6. The Returning Officer and Scrutineer will review the ballot papers and remove any spoilt ballot papers.
7. Spoilt ballot papers will be retained for scrutiny by the nominees. The Chair will rule on any disputes regarding spoilt ballot papers, with such determination being final.
8. The Returning Officer and Scrutineer will then count the votes for each nominee shown on the remaining valid ballot papers.
9. If a nominee achieves a majority of all available votes, then they will be determined to be the winner of the ballot and be duly appointed as an Elected Director.
10. If there are more than two nominees for a position, and no individual nominee achieves a majority of all available votes in the ballot, then the nominee receiving the fewest number of votes will be eliminated and the ballot will be repeated with the remaining nominees. If there is more than one nominee tied with the fewest number of votes, then all such nominees will be eliminated.
11. If there is only one or two nominees and they do not achieve a majority of votes, then the procedures in clauses 21.1(e) or 21.1(f) will be followed as the circumstances warrant.