



# **CROQUET NSW INCORPORATED**

ABN 95 174 213 987

## **CONSTITUTION**

**Accepted by CNSW 29<sup>th</sup> August 2015**

**Registered by NSW Fairtrading 7<sup>th</sup> September 2015**

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# ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

## CONSTITUTION

Of

## CROQUET NSW INCORPORATED

### 1 NAME OF ASSOCIATION

The name of the Association is Croquet NSW Incorporated.

### 2 DEFINITIONS AND INTERPRETATION

#### 2.1 Definitions

In this Constitution unless the contrary intention appears:

**“Act”** means *the Associations Incorporation Act 2009 (NSW)*.

**“ACT”** means *the Australian Capital Territory*.

**“Associate Member”** means a member of an affiliated Club where the Club does not collect or remits affiliation fees to CNSW on behalf of their member.

**“Board”** means the body consisting of the Directors.

**“Club”** means a croquet club which is affiliated with CNSW.

**“CNSW”** means Croquet NSW Incorporated.

**“Committee”** includes a sub-committee.

**“Constitution”** means this Constitution of CNSW.

**“Croquet Australia”** means the national body controlling croquet in Australia, namely the Australian Croquet Association Incorporated.

**“Croquet”** includes Association Croquet, Golf Croquet, Gateball and other recognised forms of mallet sports.

**“Date of Approval of this Constitution”** means the date on which a General Meeting of CNSW adopted this Constitution.

**“Delegate”** means the person appointed from time to time to act for and on behalf of a Club and to represent the Club at General Meetings.

**“Director”** includes a First Director, an Elected Director, an appointed Director and if CNSW employs such a person, the Executive Director or its equivalent, except where the context otherwise dictates.

**“Executive Director”** means the Executive Director of CNSW for the time being appointed under this Constitution.

**“Financial Year”** means the year ending on the next 30 June following adoption of this

constitution and thereafter 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 CNSW.

**“Individual Member”** means a registered financial member of CNSW who has been entered on the register of Individual Members in accordance with **clause 8.1**.

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

**“Life Member”** means an individual who has become a life member of CNSW under **clause 5.3**.

**“Member”** means a member for the time being of CNSW under **clause 5**.

**“Objects”** means the objects of CNSW set out in **clause 3**.

**“NSW”** means the state of New South Wales.

**“Person”** means for the purposes of **clause 11.1(b)**, someone who is an Individual Member, and any official, coach, manager, or player participating in a tournament in any capacity who has registered for an event organised by CNSW or officiates at that event.

**“Register of Members”** means the register of Clubs, Life Members and Individual Members kept and maintained under **clause 8.1**.

**“Policy”** means any Policy made by the Board under **clause 34**.

**“Seal”** means the common seal of CNSW.

**“Special Resolution”** means a special resolution as defined in the Act. A special resolution is passed:

- a) at a General Meeting of which the required notice, accompanied by supporting information, has been given to Members in accordance with this Constitution; and
- b) is supported by at least three quarters of the voting Members of CNSW who are entitled to vote on the proposed resolution.

**“Sport”** means the sport of croquet.

**“WCF”** means the World Croquet Federation.

## 2.2 Interpretation

In this Constitution:

- a) the ACT is considered to be part of NSW;
- b) capital letters are used at the beginning of words or terms which are defined in **clause 2.1**;
- c) a reference to a function includes a reference to a power, authority and duty;
- d) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- e) words importing the singular include the plural and vice versa;
- f) words importing any gender include the other genders;
- g) references to persons include corporations and bodies politic;
- h) references to a person include the legal personal representatives, successors and permitted

assigns of that person;

- i) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- j) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

### **2.3 Severance**

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

### **2.4 The Act**

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

## **3 OBJECTS OF CROQUET NSW**

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

- a) conduct, encourage, promote, advance and administer the sport of croquet throughout NSW;
- b) affiliate with Croquet Australia and participate as a member of Croquet Australia in the furtherance of its objects within NSW;
- c) encourage and assist in the formation of new Clubs;
- d) 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;
- e) at all times act on behalf of and in the interest of its Members and the sport in NSW;
- f) maintain a uniform system of handicapping in each form of the Sport, which is consistent with the handicapping system adopted by Croquet Australia;
- g) maintain a uniform system of accreditation for coaches and referees in each form of the Sport, which is consistent with the accreditation system adopted by Croquet Australia;
- h) promote, organise and manage tournaments, championships and matches;
- i) accept and deal with complaints from its Members and where appropriate impose penalties;
- j) represent NSW at conferences, meetings and other discussions with other State Associations and cooperate with them in the promotion and administration of croquet;
- k) seek and obtain improved facilities for the enjoyment of croquet in NSW;
- l) adopt and implement policies developed by Croquet Australia, including (as relevant and applicable) member protection, anti-doping, health and safety, Junior Sport, match fixing and such other matters;

- m) represent the interests of its Members and of croquet generally in any appropriate forum in NSW;
- n) promote the health and safety of all people who play and participate in croquet in NSW;
- o) acquire, by purchase or otherwise and sell real or personal property;
- p) borrow and raise money and give security by way of mortgage, guarantee or otherwise;
- q) pursue such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further the interests of croquet in NSW;
- r) apply for, obtain and hold any certificate of registration or licence necessary or desirable for the carrying out of any of these objects;
- s) have regard to the public interest in its operations; and
- t) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these objects.

#### **4 POWERS OF CROQUET NSW**

Solely for furthering the Objects, CNSW has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the Corporations Act 2001 (Cth).

#### **5 MEMBERS**

##### **5.1 Categories of Members**

The Members of CNSW shall consist of:

- a) Clubs, which shall have the right to receive notice of General Meetings and 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) Individual Members who are affiliated directly to CNSW, 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;
- e) Individual Members who are affiliated via a Club, who have the right to be present at General Meetings, and contribute if invited, but shall have no right to debate and shall have no voting rights; and
- f) such new or other categories of Member as may be established by the Board. Any new category of Member established by the Board may not be granted voting rights without the approval of CNSW in General Meeting.

##### **5.2 Clubs**

Clubs are incorporated bodies located within NSW, who are affiliated to CNSW and are financial.

### **5.3 Life Members**

- a) a person who at the Date of Approval of this Constitution is an honorary life member or player life member of CNSW shall be a Life Member;
- b) the Board may recommend to the annual general meeting that a person who has rendered distinguished service to CNSW or the Sport either as an administrator or player, or in any other capacity, shall be appointed a Life Member; and
- c) a resolution of the annual general meeting to appoint a person a Life Member must be a Special Resolution.

### **5.4 Individual Members**

Individual Members comprise the following:

- a) persons who affiliate directly to CNSW but are not members of a Club that is affiliated to CNSW. This may include persons who are not resident in NSW or the ACT and junior players; and
- b) members of a Club where that Club collects and remits affiliation fees on behalf of those members. In this case, the Club that collects and remits the affiliation fee is considered to be the Club to which the Individual Member is principally affiliated.

## **6 DELEGATES**

The affiliated clubs are represented by Delegates.

- a) a Delegate must be a person who is an Individual Member. The person need not be a member of a Club, or a member of the Club for which he or she is the Delegate;
- b) each club may nominate a Delegate but that person may not be a Delegate of more than one Club at the same time. CNSW may introduce a policy whereby a number of clubs are represented by a single delegate;
- c) at the commencement of this constitution, a Club must advise CNSW in writing of the name and contact details of its Delegate and upon any change in appointment or contact details; and
- d) CNSW shall maintain an up to date register of the names of the Delegates and only the persons whose names appears in the register of Delegates shall be entitled to vote at a General Meeting.

## **7 AFFILIATION**

### **7.1 Affiliated Clubs**

An affiliated club is a club which:

- a) is affiliated to CNSW at the Date of Approval of this Constitution; or
- b) has subsequently applied for and has been approved by CNSW as an affiliated club; and
- c) has not resigned or withdrawn its affiliation or been disaffiliated by CNSW.

### **7.2 Application for Affiliation**

- a) an application for affiliation either by a Club or an individual must be in writing on the form prescribed from time to time by the Board;

- b) if the applicant is a club, the application must be accompanied in the first instance, and when further requested, by a copy of the applicants constitution (which must be acceptable to CNSW), the applicants association registration certificate and the appropriate fee (if any);
- c) the Board shall give written notice of the application to each Club, which shall have thirty (30) days from receipt of the notice to lodge an objection with the Board; and
- d) after giving due consideration to any objection, the Board in its discretion shall decide whether to accept the application.

### **7.3 Affiliation Fees**

- a) a Club must pay to CNSW an annual affiliation fee;
- b) an Individual Member who is not a Full Member of a Club must pay to CNSW an annual affiliation fee;
- c) **clause 7.3 (b)** is satisfied if an Individual Member who is a Full Member of an affiliated Club has paid the prescribed fee to the affiliated Club of which they are a member before the prescribed date and on the prescribed date the Club has remitted to CNSW the prescribed fees they have collected from their Full Members;
- d) a Club is required to collect and remit the prescribed fee (if one exists) for a Life member of CNSW who is a Full Member or Life Member of a Club;
- e) on the prescribed date, Clubs shall remit to CNSW, annual affiliation fees for all Full Members or Life Members on their membership list; and
- f) a Club must notify CNSW in writing within one month of any person who becomes a Full Member of the Club after the list is lodged.

### **7.4 Deemed Membership**

All members which or who are, prior to the approval of this Constitution under the Act, members of the CNSW, shall be deemed Members from the time of approval of this Constitution under the Act.

## **8 REGISTER**

### **8.1 Croquet NSW to Keep and Maintain a Register**

CNSW shall keep and maintain a Register of Members, as defined in **clause 5.1**, in which shall be entered the name, address and contact details for an affiliated Club and (as a minimum), the full name, address, category of membership and date of entry to membership of CNSW of each Individual Member and where applicable, the date of termination of membership.

### **8.2 Inspection of register**

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Life Member or Director, shall be available for inspection by Members, upon reasonable request.

### **8.3 Use of register**

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



## 9 EFFECT OF MEMBERSHIP

Members acknowledge and agree;

- a) this Constitution constitutes a contract between each of them and CNSW and that they are bound by this Constitution and Policies, and Croquet Australia's Constitution and Policies;
- b) they shall comply with and observe this Constitution and the Policies and any determination, or resolution which may be made or passed by the Board or duly authorised Committee;
- c) by submitting to this Constitution they are subject to the jurisdiction of CNSW and Croquet Australia;
- d) the Constitution is necessary and reasonable for promoting the Objects and particularly the advancement and protection of croquet in NSW; and
- e) they are entitled to all benefits, advantages, privileges and services of membership of CNSW.

## 10 DISCONTINUANCE OF MEMBERSHIP

### 10.1 Resignation

- a) a Director who is not an Individual Member shall cease to be a Member immediately upon ceasing to be a Director;
- b) a Life Member or a Member under a category of membership established under **clause 5.1 (b)** may resign as a Member by notice in writing to CNSW; and
- c) a Club having paid all fees due to CNSW may withdraw its affiliation and resign from membership upon giving one month's notice in writing to CNSW, but may not do so without approval by Special Resolution of the Club. A copy of the relevant minutes of the Club meeting showing that the Special Resolution has been passed by the Club must accompany the written notice of withdrawal.

### 10.2 Discontinuance for Breach of this Constitution

- a) affiliation of a Club with CNSW and membership of CNSW may be discontinued by the Board upon breach by the Club or Individual Member, of this Constitution or the Policies, including but not limited to the failure to pay any moneys owed to CNSW, or failure to comply with any resolution or determination made or passed by the Board or any duly authorised Committee; and
- b) membership shall not be discontinued by the Board under **clause 10.2 (a)** without the Board first giving the accused Member a reasonable opportunity to be heard and/or a reasonable opportunity to rectify the breach.

### 10.3 Discontinuance for Failure to pay Fees

Affiliation with and membership of CNSW may be discontinued by the Board if within 60 days of the prescribed date:

- a) a Club has not paid its annual registration fee and remitted the prescribed annual fees for its Full Members to CNSW; or
- b) an Individual Member has not paid the prescribed fee to CNSW.

#### **10.4 Former Member may Re-Apply**

Where membership has been discontinued under **clauses 10.2 or 10.3** the former Member:

- a) may re-apply for membership in accordance with this Constitution; and
- b) may be re-admitted at the discretion of the Board.

#### **10.5 Forfeiture of Rights**

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

#### **10.6 Registration of Members**

Upon the discontinuance of affiliation and membership of a Club, its Full Members may if they so elect, remain as Individual Members of CNSW however the default position is that they immediately cease to be Individual Members of CNSW.

### **11 DISCIPLINE of MEMBERS and COMPLAINTS**

#### **11.1 Jurisdiction**

In this clause:

- a) All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of CNSW whether under this Constitution or under the Policies; and
- b) The Board shall ensure that persons concerned with the management of Croquet agree to be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of CNSW whether under the Policies or under this Constitution.

#### **11.2 Discipline**

- a) Where the Board is advised or considers that a Club, or an Individual Member has allegedly:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, CNSW Policies, the Croquet Australia constitution or Croquet Australia policy or any resolution or determination of the Board or any duly authorised Committee; or
  - (ii) acted in a manner unbecoming of a Club or Individual Member as the case may be, or prejudicial to the purposes and interests of CNSW, Croquet Australia and/or the Sport; or
  - (iii) brought CNSW, Croquet Australia, any other Club or Individual Member, or the Sport into disrepute,the Board may commence or cause to be commenced, disciplinary proceedings against that Club or Individual Member.
- b) The Policies of CNSW 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 CNSW;

- (ii) the rights of a person to representation at any such proceeding or appeal, or a requirement that participants not be represented at any such proceeding or appeal;
  - (iii) pending the determination of any proceeding or appeal – the suspension of a person from participating in National or State competitions, or the imposition of conditions on the participation in any capacity in National or State competitions;
  - (iv) the variation or adjustment of the result of any tournament as a result of the determination of any proceedings;
  - (v) disciplinary action on a person including the imposition of conditions for a person's continued 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
- such other matters as the Board thinks fit.
- c) No member of the Board shall take part in any disciplinary proceeding as an adjudicator.

### **11.3 COMPLAINTS**

Handling of complaints, which are not a disciplinary matter, shall be dealt with through an existing Policy which may be modified from time to time. The Board will appoint a Complaints Officer to handle complaints that are referred to it.

## **12 SUBSCRIPTIONS AND FEES**

Annual affiliation fees for Clubs and annual affiliation fees for Individual Members and any other fees or other levies payable by Clubs or Individual Members to CNSW and the time for and manner of payment, shall be determined by the Board.

## **13 POWERS OF THE BOARD**

### **13.1 Board to Manage Croquet NSW**

Subject to the Act and this Constitution, the business of CNSW shall be managed and the powers of CNSW shall be exercised by the Board on behalf of the Members. In particular, the Board as the governing body for croquet in NSW shall be responsible for acting on State and local issues in accordance with the Objects and shall operate for the benefit of the Clubs, Individual Members and the community throughout NSW and shall govern croquet in NSW in accordance with this Constitution and in particular the Objects.

### **13.2 Responsibility of Board to Inform Members**

The Board must keep affiliated Clubs and Individual Members who are affiliated directly to CNSW informed of its activities through the distribution of minutes of its meetings and through newsletters and/or other means of communication where the Board sees fit.

## **14 COMPOSITION OF THE BOARD**

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

The Board shall comprise:

- a) a minimum of five (5) and maximum of nine (9) Directors;
- b) on adoption of this Constitution, seven (7) First Directors;

- c) after the first Annual General Meeting following adoption of this Constitution, three (3) First Directors, two (2) Elected Directors and if the Board so choose, two (2) Appointed Directors;
- d) after the second, and subsequent Annual General Meetings following adoption of this Constitution, five (5) Elected Directors and if the Board so choose, two (2) Appointed Directors;
- e) subject to this Constitution, the Board shall include as an additional member, the Executive Director if such a person is employed by CNSW;
- f) at its first meeting following implementation of this constitution, the Board shall elect Directors to occupy the following offices:
  - (i) Chair,
  - (ii) Deputy Chair,
  - (iii) Director responsible for Association Croquet, and
  - (iv) Director responsible for Golf Croquet,
- g) The Board may from time to time:
  - (i) subject to **clause 14.1(h)**, vary the number of Elected Directors, but so that the number is not less than five (5) or more than nine (9);
  - (ii) change the name and/or function of an office;
  - (iii) abolish an office; or
  - (iv) create a new office.
- h) A resolution of the Board to vary the number of Elected Directors must be passed by a majority which includes not less than three quarters of the Elected Directors and, if passed, shall come into effect at the next annual general meeting,
- i) An Elected Director must be an Individual Member and must not be a Delegate of a Club,
- j) The Board may also include up to two (2) additional Directors who shall be appointed by a resolution of the other Directors. An appointed Director need not be an Individual Member and must not be a Delegate of a Club.

## 14.2 Election and Appointment of Directors

- a) The First Directors shall be provided under **clause 15.1**.
- b) The Elected Directors shall be elected under **clause 15.2**.
- c) The Appointed Directors may be appointed under **clause 15.3**.

## 15 DIRECTORS

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

### 15.1 First Directors

- a) Upon adoption of this Constitution the five (5) members of the Executive Committee of CNSW in office immediately prior to the Date of Approval of this Constitution shall become First Directors. At the same time two (2) First Directors will be provided by the Members. These First Directors remain in position until those positions are vacated, filled and otherwise dealt with in accordance with this Constitution;

- b) The First Directors are progressively replaced by Elected Directors subject to the following :
- (i) at the first Annual General Meeting following the adoption of this Constitution, three (3) of the First Directors will retire from office being two (2) of the five (5) Directors sourced from the Executive Committee (and in the absence of agreement as to which of those Directors will retire, the ones to retire will be determined by lot from those Directors) and one (1) of the Directors provided by the Members (and in the absence of agreement as to which Directors will retire, the one to retire will be determined by lot from those Directors). An election will be held to elect three (3) Elected Directors. Those retiring First Directors will, subject to the requirement of this Constitution, be eligible for re-election;
  - (ii) at the second Annual General Meeting following the adoption of this Constitution, the remaining four (4) First Directors will retire from office and an election will be held to elect four (4) Elected Directors. Those retiring First Directors will, subject to the requirement of this Constitution, be eligible for re-election.

## **15.2 ELECTED DIRECTORS**

### **15.2.1 Nominations**

Nominations to fill the position of an Elected Director whose term expires at the next annual general meeting shall be called for not less than thirty days prior to the annual general meeting.

### **15.2.2 Form of Nomination**

Nominations must be:

- a) in writing;
- b) on the form (if any) prescribed by CNSW for that purpose;
- c) signed by a Member Club and the nominee; and
- d) received by the CNSW office before the annual general meeting.

### **15.2.3 Elections**

- a) if there is no more than one nomination to fill the vacancy, or if there is more than one vacancy for the position of Elected Director and no more nominations are received than are sufficient to fill the vacancies, the person or persons nominated shall be declared elected, if approved by the majority of Members entitled to vote at the meeting;
- b) if there is no nomination for a vacancy, or if there is more than one vacancy for the position of ordinary Director and insufficient nominations are received to fill the vacancies, or if a person is not approved by the majority of Members under **clause 15.2.3 (a)**, the unfilled position or positions will be deemed a casual vacancy under **clause 16.3**; and
- c) if there is more than one nomination to fill a vacancy, or if there is more than one vacancy for the position of ordinary Director and more nominations are received than there are vacancies, voting papers shall be prepared containing the names of the candidates in alphabetical order of surnames. Voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

### **15.2.4 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 15.2.6 (a)**, is eligible

for re-election.

#### **15.2.5 An Elected Director elected at General Meeting**

- 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 Delegates conducted in accordance with **clause 15.2.3** to fill the vacancy by electing someone to that office.
- b) An Elected Director elected under this **clause 15.2.5** takes office at the end of the meeting at which they are elected for a period of two (2) years.

#### **15.2.6 Term of Appointment**

- a) A term of Appointment is two (2) years.
- b) 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.
- c) For the purpose of **clause 15.2.6 (b)**, service:
  - (i) as a member of the outgoing CNSW Executive who becomes a First Director, prior service shall be treated as a term;
  - (ii) by a person filling a casual vacancy in an Elected Director position under **clause 16.3** for any period of more than twelve (12) months will be treated as a term;
  - (iii) by a person in an Appointed Director position under **clause 16.3** for any period will be treated as a term; and
  - (iv) by a First or Elected Director prior to their resignation in accordance with **clause 15.1 (b)** will be treated as a term.
- d) A Director who has served a maximum term in accordance with **clause 15.2.6 (b)** shall not be eligible to be a Director for two (2) years following the completion of their maximum term.

### **15.3 APPOINTED DIRECTORS**

#### **15.3.1 Qualifications of an Appointed Director**

An appointed Director may have specific skills which complement the Board composition.

#### **15.3.2 Term of Appointment**

- a) An appointed Director may be appointed or reappointed by the other Directors for a term of two (2) years or such lesser term as the other Directors shall decide.
- b) No person who has served as an appointed Director for two (2) consecutive terms after the Date of Approval of this Constitution shall be eligible for reappointment as an appointed Director, until at least two (2) years following the date of conclusion of his or her last term.

## **16 VACANCIES ON THE BOARD**

### **16.1 Resignation**

A Director may resign his or her office in writing to CNSW.

### **16.2 Grounds for Termination of Director**

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

- a) dies;
- b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- d) is absent without the consent of the Board from all meetings of the Board held during a period of six months;
- e) is directly or indirectly interested in any contract or proposed contract with CNSW and fails to declare the nature of that interest;
- f) is removed at a General Meeting by Special Resolution; or
- g) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth)*.

### **16.3 Casual Vacancies**

- a) a casual vacancy occurring in the position of Chairperson shall be filled by the vice president, or if the vice president is unwilling or unable to act, by the remaining Directors appointing any other Director to fill the vacancy;
- b) a casual vacancy occurring in the position of Deputy Chairperson shall be filled by the remaining Directors appointing any other Director or by appointing any other person who is not a Director, but is eligible to be elected as a Director to fill the vacancy;
- c) where a Director fills a casual vacancy in the office of Chairperson or Deputy Chairperson, that Director's former position on the Board becomes a casual vacancy;
- d) a casual vacancy shall be filled for the remainder of the Director's term; and
- e) if a casual vacancy occurs in the ranks of the Appointed Directors, the Board may at any time appoint a person to fill that casual vacancy on whatever terms the Board decides

### **16.4 Board may Act**

In the event of a casual vacancy of a Director the remaining Directors may act, but if the number of remaining Directors is not sufficient to constitute a quorum, they may act only for the purpose of filling as many vacancies as are required to be filled so that the number of Directors is sufficient to constitute a quorum.

## **17 MEETINGS OF THE BOARD**

### **17.1 Board to Meet**

The Board shall meet as often as is deemed necessary for the dispatch of business (and at least once every three months) and may adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time convene a meeting of the Board upon giving not less than seven (7) days' notice to the other Directors.

### **17.2 Decisions of Board**

Except where otherwise provided in this Constitution, a question arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one vote on any question.

### **17.3 Casting Vote and Equality of Votes**

The Chairperson does not have a casting vote. If the number of votes is equal the motion will be lost.

### **17.4 Resolutions not in Meeting**

- a) a resolution in writing, assented to by a majority of Directors using email or other electronic communication shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. The outcome of such a resolution shall be included in the minutes of the next meeting of Directors;
- b) without limiting the power of the Board to regulate its meetings as it thinks fit, a Director may participate in a meeting of the Board and vote despite not being physically present at the meeting, provided that:
  - (i) all persons participating in the meeting are able to communicate with each other effectively and simultaneously by telephone or other form of communication; and
  - (ii) notice of the meeting is given in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution.

### **17.5 Quorum**

At meetings of the Board more than half the number of Directors must be present to constitute a quorum. A Director who participates in a meeting pursuant to **clause 17.4 (b)** shall be deemed to be present at the meeting.

### **17.6 Notice of Board Meetings**

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

### **17.7 Chairperson**

The Chairperson shall be the nominal head of CNSW and shall chair all Board meetings at which he



or she is present and willing and able to act. If the Chairperson is not present, or is unwilling or unable to chair the meeting, the deputy chair shall do so. If the deputy chair 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.

### **17.8 Directors' Interests**

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

### **17.9 Conflict of Interest**

A Director shall at the first opportunity fully declare his or her interest in any:

- a) contractual matter;
- b) selection matter;
- c) disciplinary matter;
- d) financial matter; or
- e) other matter

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Board, absent himself or herself from discussions of such matter and shall not be entitled to vote in respect of such matter. If the Director votes the vote shall not be counted. In the event of any uncertainty as to whether a Director should be absent from discussions and refrain from voting, the issue shall be immediately determined by a vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

### **17.10 Disclosures at Annual General Meeting**

All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

### **17.11 Recording Disclosures**

A disclosure of conflict of interest or potential conflict of interest must be recorded in the minutes of the relevant meeting.

## **18 BOARD TO MAKE APPOINTMENTS**

### **18.1 Public Officer**

The Board shall appoint a Public Officer as provided for in the Act. Nothing shall prevent a Director with suitable skills from being appointed into this position.

### **18.2 Treasurer**

The Board shall appoint a Treasurer and provide that person with terms and conditions for the role. Nothing shall prevent a Director with suitable skills from being appointed into this position.

### **18.3 Secretary**

The Board shall appoint a person to be the Secretary and provide that person with terms and conditions for the role. Nothing shall prevent a Director with suitable skills from being appointed into this position.

### **18.4 Executive Director**

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

#### **18.4.1 Powers, duties and authorities of Executive Director**

- a) the Executive Director 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 Executive Director are subject at all times to the control of the Board.
- c) the Executive Director does not have a vote at meetings of the Directors, of CNSW or of Committees

#### **18.4.2 Suspension and removal of Executive Director**

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

#### **18.4.3 Delegation by Directors to Executive Director**

The Directors may delegate to the Executive Director the power (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 the CNSW.

#### **18.4.4 Executive Director entitled to attend meetings**

The Executive Director is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Directors, of CNSW and of any Committees, and may speak on any matter.

## **19 DELEGATION OF FUNCTIONS**

### **19.1 Board May Delegate Functions**

- a) The Board may establish Committees and sub-committees and appoint a Committee, sub-committee or individual person or consultant to carry out such duties and functions and with such powers, as the Board determines from time to time.
- b) A Committee established under this clause may establish one or more sub-committees to carry out some of the duties and functions of that Committee.

### **19.2 Procedure of Delegated Entity**

The procedures for a Committee or sub-committee exercising delegated power shall, subject to this Constitution and the Regulations and with any necessary or incidental amendment, be the same as that applicable to meetings of the Board under **clause 17**. A Committee, sub-committee or person exercising delegated power shall make decisions in accordance with the Objects and

shall promptly provide the Board and/or in the case of a sub-committee, its parent Committee, with details of all material decisions and shall provide any other reports, minutes and information as the Board or parent Committee may require from time to time.

### **19.3 Revocation of Delegation**

- a) the Board may at any time dissolve a Committee or sub-committee (whether established by it or a Committee) or revoke wholly or in part any delegation made under this clause, and may amend or repeal any decision made by such Committee, sub-committee or person under this clause.
- b) a Committee may at any time dissolve a sub-committee established by it and may amend or repeal any decision made by such sub-committee.

## **20 SEAL**

- a) CNSW shall have a Seal upon which its corporate name shall appear in legible characters.
- b) The Seal shall not be used without the express authorisation of the Board, and every use of the Seal shall be recorded in the minute books of CNSW. The affixing of the Seal must be witnessed by two Directors.

## **21 GENERAL MEETINGS**

### **21.1 ANNUAL GENERAL MEETING**

An annual general meeting of CNSW shall be held within three (3) months of the end of each Financial Year on a date and at a venue to be determined by the Board.

### **21.2 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.

### **21.3 NOTICE OF GENERAL MEETING**

- a) At least twenty-eight (28) days' notice of a General Meeting shall be given to every Member entitled to receive notice at the address appearing in the Register of Members kept by CNSW, or where applicable, to their last notified address. Members entitled to receive notice are detailed in **clause 5.1**.
- b) A notice of a General Meeting shall specify the place and day and hour of meeting, shall state the business to be transacted at the meeting and shall be accompanied by;
  - (i) the agenda for the meeting;
  - (ii) a copy of any notice of motion submitted by the Board or a Member; and
  - (iii) a form for a proxy vote in blank.
- c) Notice of every General Meeting shall be given in the manner authorised in **clause 37**.

### **21.4 BUSINESS OF MEETINGS**

- a) The business to be transacted at the annual general meeting includes;
  - (i) the consideration and, if thought fit, approval of the statement of accounts for the

- previous Financial Year;
  - (ii) the consideration of the reports of the Board and auditor;
  - (iii) the election of Directors;
  - (iv) the appointment of the auditor; and
  - (v) any appointment of a Life Member.
- b) All business that is transacted at a special general meeting and all business that is transacted at an annual general meeting, with the exception of those matters set down in **clause 21.4 (a)** shall be special business.
- c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

## **21.5 NOTICE OF MOTION**

Members may submit a notice of motion for inclusion as special business at a General Meeting. The notice of motion must be submitted in writing to the Secretary not less than twenty eight (28) days before the General Meeting.

## **22 SPECIAL GENERAL MEETINGS**

### **22.1 Special General Meetings May be Held**

Whenever it thinks fit the Board may convene a special general meeting of CNSW and determine the business of the meeting.

### **22.2 Requisition of Special General Meetings**

- a) the Board shall on the requisition in writing of not less than ten (10) percent of Clubs convene a special general meeting to be held no more than sixty (60) days after receipt of the requisition.
- b) the requisition for a special general meeting shall state the business of the meeting, shall be signed by the Delegates of the Clubs making the requisition and be sent to CNSW and may consist of several documents in a like form, each signed on behalf of one or more of the Clubs making the requisition.
- c) if, within thirty (30) days after the date on which the requisition is received by CNSW, the Board does not convene and give notice of the meeting to every Member entitled to receive notice, the Clubs making the requisition, or any of them, may convene a special general meeting to be held no more than thirty (30) days after that date.
- d) A special general meeting convened by a Club under this Constitution shall be convened in the same manner, or as nearly as possible, as that in which a General Meeting is convened by the Board.

## **23 PROCEEDINGS AT GENERAL MEETINGS**

### **23.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. The number of delegates required to form a quorum for

a General Meeting shall be detailed in the policy introduced under clause 6(b) but in the absence of a policy, a quorum shall be 20 delegates unless a different number has been agreed upon.

### **23.2 Chairperson to preside at General Meetings**

The Chairperson of the Board is entitled to preside as Chair at every General Meeting except:

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

If the Chairperson is not present, or is unwilling or unable to chair the meeting, the Deputy Chairperson shall chair the meeting, failing which the Delegates present shall appoint another Director to chair that meeting only.

### **23.3 Adjournment of Meeting**

- a) if within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to such other day and at such other time and place as the Chairperson may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- b) the Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- c) when a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.
- d) except as provided in **clause 23.3 (c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

## **24 VOTING AT GENERAL MEETINGS**

### **24.1 Members Entitled to Vote**

Each Club shall be entitled to one vote at General Meetings which shall be exercised by the Club's delegate or proxy delegate.

### **24.2 Voting Procedure**

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

- a) the Chairperson; or
- b) a simple majority of Clubs represented at the meeting.

### **24.3 Recording of Determinations**

Unless a secret ballot is demanded under **clause 24.2** a declaration by the Chairperson 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 CNSW shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

## **24.4 Where Secret Ballot Demanded**

If a secret ballot is duly demanded under **clause 24.2** it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs and the result of the ballot shall be the resolution of the meeting.

## **24.5 Casting Vote**

The Chairperson shall not have a casting vote. Where voting at a General Meeting is equal the motion will be lost.

## **24.6 Postal Voting**

Motions may be determined by a postal or electronic ballot if the Board so determines. If the Board so determines, the postal or electronic ballot shall be conducted under the procedures set by the Board from time to time.

## **24.7 Proxy Voting**

If a Delegate is unable or unwilling to attend a General Meeting, the Club may appoint a proxy to 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 Secretary at or before the commencement of the meeting.

A proxy appointed under this clause has the authority to demand or join in demanding a poll and is entitled to vote at a General Meeting under **clause 5.1 (a)**. The proxy may be instructed 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.

## **25 VOTING BETWEEN GENERAL MEETINGS**

Should an issue arise between General Meetings which requires a decision or ratification by the Clubs, the Board may call a vote in such manner as it considers necessary. The matter to be resolved, the manner of calling for the vote and the result of the vote shall be recorded in the minutes of CNSW as set out in **clause 27.1**.

## **26 STRATEGIC FORUM**

### **26.1 Strategic Forums**

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

- a) inform the Board of membership issues;
- b) discuss significant issues concerning CNSW;
- c) assist the Board to design or review CNSW's strategic plan and direction; and
- d) provide feedback to the Board on its management.

### **26.2 Attendees at Strategic Forums**

The following persons may attend a strategic forum:

- a) one representative from each Club;

- b) the Directors; and
- c) such other persons the Board considers should be invited.

## **27 RECORDS AND ACCOUNTS**

### **27.1 Records**

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

### **27.2 Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the treasurer or secretary.

### **27.3 Croquet NSW to Retain Records**

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

### **27.4 Board to Submit Accounts**

The Board shall submit to the Members at the annual general meeting the statements of account of CNSW for the previous Financial Year in accordance with this Constitution and the Act.

### **27.5 Accounts Conclusive**

The statements of account when approved by an annual general meeting shall be conclusive except as regards any error discovered in them within three (3) months after such approval.

### **27.6 Accounts to be Sent to Members**

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

## **28 BANKING AND ASSETS**

### **28.1 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 CNSW.

### **28.2 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.

## **29 AUDITOR**

- a) A competent auditor shall be appointed by CNSW at each annual general meeting, or if no appointment is made, or the person so appointed is unwilling or unable to act, shall be appointed by the Board. The auditor may be removed by CNSW in General Meeting.
- b) The financial records and accounts of CNSW shall be examined by the auditor at the conclusion of each Financial Year and at the conclusion of the audit, the auditor shall provide a written report to the Board concerning his or her opinion as to the correctness or otherwise of the accounts.

## **30 APPLICATION OF INCOME**

### **30.1 Income and Property**

The income and property of CNSW shall be applied solely towards the promotion of the Objects.

### **30.2 Payment to Member**

Except as prescribed in this Constitution or the Act;

- a) no portion of the income or property of CNSW shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member; and
- b) no remuneration or other benefit in money or money's worth shall be paid or given by CNSW to any Member who holds any office of CNSW.

### **30.3 Payment in Good Faith**

Nothing in **clause 30.2** shall prevent payment in good faith to any Member for:

- a) any services actually rendered to CNSW whether as an employee, Director or otherwise;
- b) goods supplied to CNSW in the ordinary and usual course of operation;
- c) interest on money borrowed from any Member;
- d) rent for premises demised or let by any Member to CNSW;
- e) any out-of-pocket expenses incurred by the Member on behalf of CNSW;

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

## **31 WINDING UP**

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

## **32 DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of CNSW 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 but shall be given or transferred to another organisation or organisations having objects similar to the Objects 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 CNSW by this Constitution. Such organisation or organisations shall be determined by the Members in General Meeting at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of NSW or other court as may have or acquire jurisdiction in the matter.

### **33 ALTERATION OF CONSTITUTION**

This Constitution shall not be altered except by Special Resolution. The Board shall determine if voting is to be undertaken by postal or electronic ballot.

### **34 POLICIES**

#### **34.1 Board to Formulate Policies**

- a) the Board may formulate, issue, adopt, interpret and amend Policies for the proper advancement, management and administration of CNSW and the Sport in NSW and the advancement of the purposes of CNSW, as it thinks necessary or desirable. Such Policies must be consistent with this Constitution, the Croquet Australia constitution, any policies made by Croquet Australia and any policy directives of its Board.
- b) CNSW 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) policies take effect twenty (28) days after the service of the Policy on the Members and shall be of force and effect on that date.

#### **34.2 Policies Binding**

Policies shall be binding on CNSW, all affiliated Clubs and Individual Members.

#### **34.3 Regulations Deemed Applicable**

All rules, laws, by-laws, regulations, standing orders and policies of CNSW in force at the Date of Approval of this Constitution shall be deemed to be Policies and shall continue to apply, unless they are inconsistent with, or have been replaced by this Constitution.

#### **34.4 Bulletins Binding**

Amendments, alterations, interpretations or other changes to Policies together with relevant decisions of the board shall be advised to Members by means of Bulletins approved by the Board and prepared and issued by the Secretary. Clubs shall take reasonable steps to distribute information in the Bulletins to Individual Members. The matters in the Bulletins are binding on all Members.

### **35 MEMBERSHIP OF CROQUET AUSTRALIA**

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

### **36 AUTHORITY TO MAKE STATEMENT**

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

### **37 NOTICES**

- a) A notice may be given by CNSW to a Member or Delegate entitled under this Constitution or the Policies to receive the notice by sending it by pre-paid standard post, facsimile transmission or electronic mail, to the Member or person's registered or last known address, facsimile number or electronic mail address.
- b) Where a notice is sent by standard post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected five (5) days after posting.
- c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected the next business day after it was sent.
- e) A notice may be given by a Member to CNSW in a similar manner.

### **38 INDEMNITY**

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

**END**