

**NORTHERN TERRITORY ATHLETICS**  
ACN 62 193 172 185

ATHLETICS NT

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**CONSTITUTION**

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**As at 10 October 2008**

Athletics NT Office

(08) 8945 1979

## CONSTITUTION of NORTHERN TERRITORY ATHLETICS Inc

1. The name of the Association is Northern Territory Athletics Incorporated.

### INTRODUCTION

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## 2. Definitions and Interpretation

- 2.1. In the Constitution unless the context otherwise requires:

**“Board”** means the Directors in meeting.

**“General Manager” or**

**“GM”** means the person appointed by the Board to the position of General Manager or Manager of the Association.

**“Association”** means Northern Territory Athletics Inc.

**“Constitution”** means the Constitution of the Association in force from time to time.

**“Directors”** means the persons constituting the Board or any one of them as circumstances require.

**“Financial Year”**

means the period 1 July until 30 June in the ensuing year.

**“IAAF”**

means the International Association of Athletic Federations.

**“AMA”**

Australian Masters Athletics Inc

**“Member”**

means a member of the Association, other than Associate Members and Honorary Life Members.

**“Notice in Writing”**

means notice whether by electronic mail, facsimile, telex, telegram, cable or any other means of written communication.

**“Recreational Runner Member”**

means any person who participates in an event or activity conducted, endorsed or sanctioned as a Running Australia Project in a given Year and is admitted as a Member of the Association.

**“Running Australia Project”**

means any activity or event conducted, endorsed or sanctioned as such by Athletics Australia from time to time, where:

- (a) the event is conducting in the Northern Territory; or
- (b) the person participating in the activity resides in the Northern Territory.

**“Telecommunications Meeting”**

means the contemporaneous linking together of persons in oral communication by telephone, audio-visual or other instantaneous means approved by the Board

**“Year”**

means calendar year, unless otherwise stated.

- 2.2. Except so far as the contrary intention appears in this Constitution:

- (1) an expression has in this Constitution the same meaning as in the Law; and

- (2) if an expression is given different meanings for the purposes of different provisions of the Law, the expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.
- 2.3. Headings are for convenience only and do not affect the interpretation of this Constitution.
- 2.4. Reference to one gender includes each other gender.
- 2.5. The singular includes the plural and the plural includes the singular.
- 2.6. The word "person" includes a body corporate.

## **OBJECTS AND NATURE OF ASSOCIATION**

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### **3. Objects**

The objects for which the Association is formed are:

- (1) to improve the physical, mental and social well-being of the citizens of Northern Territory through the encouragement and promotion of athletics, and the proper regulation of such activities;
- (2) to act alone or with individuals or other bodies in the interests of sport and, in particular, athletics;
- (3) to establish and maintain cordial relations with other sporting bodies;
- (4) to provide adequate representation of the Northern Territory in athletics at State, National and Regional level meetings; and
- (5) to be affiliated with Athletics Australia and any other sporting body that promotes athletics both nationally and internationally;

and to further the above to do all acts and things necessary or appropriate for the management, control, regulation and promotion of the Association and the sport of athletics in Australia.

### **4. Income and Property of the Association**

The income and property of the Association, wherever derived, must be solely applied towards the promotion of the objects of the Association as set out in this Constitution, and no portion of it will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Association, provided that nothing in this Constitution will prevent:

- (1) the payment by way of grant or subsidy to any Member which is itself a non-profit association or corporation solely for the advancement of the purposes or objects of such Member;
- (2) the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any Member of the Association in return for any services actually rendered to the Association nor for goods supplied in the ordinary and usual way of business; and
- (3) the payment of interest at a rate not exceeding interest at the rate for the time being charged by its bankers for overdrawn accounts on money lent, or reasonable and proper rent for premises demised or let by any Member to the Association.

### **5. Limitation of Liability and Members Contribution**

- 5.1. The liability of the members of the Association is limited.

- 5.2. Every Member undertakes to contribute to the property of the Association, in the event of the Association being wound up while they are a Member, or within a year after they cease to be a Member, for payment of debts and liabilities of the Association contracted before they ceased to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding twenty dollars (\$20.00).

## **6. Surplus on Dissolution**

If, upon the winding up or dissolution of the Association there remains, after satisfaction of all its debts and liabilities, any property whatever, that property must not be paid to or distributed among the Members unless determined otherwise by a special resolution of Members, but will be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which prohibit the distribution of its or their income and property among its or their members, such institution or institutions to be determined by the Members at or before the time of dissolution and, if and so far as effect cannot be given to the above provision, then to some charitable object as determined by a Judge of the Supreme Court of Northern Territory as may have or acquire jurisdiction in the matter.

## **MEMBERSHIP**

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## **7. Membership**

- 7.1. The Members as at the adoption of this Constitution are:

- (1) Northern Territory Athletic Association Incorporated;
- (2) Darwin Athletics Centre
- (3) Darwin Runners and Walkers Club Inc
- (4) Top End Athletics Club Inc
- (5) Rural Athletics Club Inc
- (6) Katherine Athletics Centre
- (7) Mature Athletes of Darwin
- (8) Tenant Creek Athletics Club
- (9) Alice Springs Athletics Inc
- (10) Alice Springs Running and Walking Club

- 7.2. Subject to observing the requirements of clause 7.3, the Members listed in clause 7.1 will continue as Members of the Association.

- 7.3. Applicants for membership to the Association, other than Recreational Runner Members, and existing Members must on a continuing basis:

- (1) be bona fide organisations whose major purpose is to conduct activities that relate to participation in the sport of athletics;
- (2) have a membership, the majority of which is made up of either:
  - (a) athletes and athletic officials who are regularly involved in athletic competition and training; or

- (b) clubs whose membership is made up of athletes and athletic officials who are regularly involved in athletic competition and training.
  - (3) demonstrate its involvement in athletic competition through the organisation of or participation or involvement in competitions; and
  - (4) demonstrate that its members are provided with training facilities or are involved in the training of athletes.
- 7.4. Any organisation wishing to be admitted to membership must submit its application for membership and supporting material to the General Manager for consideration by the Board. The application, together with any recommendation thereon by the Board, will be referred to the Members for determination at the next annual general meeting.
- 7.5. Recreational Runner Members are Members of the Company.
- 7.6. Within one calendar month of the conclusion of each Financial Year of the Association, each Member must provide evidence to the satisfaction of the BOM of its continued satisfaction of the criteria described in clause 7. 3 and of the number of its members.
- 7.7. Any applicant for membership aggrieved of a decision by the Members under clause 7.4 may appeal that decision to the Appeals Tribunal created in accordance with the By-Laws. In respect of any such appeal:
- (1) No aggrieved applicant may commence any claim or proceeding in any court or other tribunal unless and until the applicant has exhausted its rights under this clause.
  - (2) If the Appeals Tribunal determines that the Members have not acted appropriately in rejecting the application, the Appeals Tribunal may only refer the application for reconsideration by the Members in general meeting and will provide a statement of reasons as to why it is considered the Members acted inappropriately.
  - (3) Upon any reference under paragraph (2), the Members will reconsider the application at the next general meeting convened after the recommendation. Should the Members again reject the application, their decision will be final and binding on the Association and the applicant and the applicant will be prohibited from making any further application for membership of the Association for a period of three years from the date of second rejection.
- 7.8. The Association in general meeting and on the recommendation of the Board may:
- (1) recognise as Associate Members other bodies whose objectives for the promotion of athletics in the Oceanic region are consistent with those of the Association; and
  - (2) confer honorary life membership on any person who has rendered distinguished service to the Association for a significant period.
- 7.9. The election of:
- (1) an Associate Member will be determined by a simple majority of votes cast; and
  - (2) an Honorary Life Member will be determined by a three quarters majority of votes cast.
- 7.10. An Associate Member:
- (1) will be invited to have a representative attend all general meetings of the Association other than extraordinary general meetings convened as Telecommunications Meetings;
  - (2) does not have the right to vote at general meetings of the Association; and

- (3) at any general meeting of the Association to which he or she is invited to attend, has the right for its representative to be heard on any subject under discussion.

7.11. An Honorary Life Member:

- (1) will be invited to attend all general meetings of the Association other than extraordinary general meetings convened as Telecommunications Meetings;
- (2) does not have the right to vote at general meetings of the Association;
- (3) at any general meeting of the Association to which he or she is invited to attend, has the right to be heard on any subject under discussion;
- (4) will be admitted free of charge to all athletic meetings owned or controlled by the Association or any Member; and
- (5) is not required to pay to the Association or any Member any membership fee, subscription or levy in respect of his or her honorary life membership.

7.12. A Recreational Runner Member:

- (1) may not attend (or appoint a representative or proxy to attend) any general meetings of the Association;
- (2) may not be concurrently any other class of a Member of the Association or a member of a Member club;
- (3) will not be entitled to participate in events conducted by the Association (except where that event is a Running Australia Project) or use that class of membership as accreditation to compete elsewhere in Australia or internationally;
- (4) will not be selected to represent the Association in any competition;
- (5) will not be eligible to claim any form of record held by the Association; and
- (6) must meet any other criteria for membership established from time to time by the Board and set out in the By-Laws.

7.13. Applications for Recreational Runner Membership will be made by way of the person or entity organising or conducting a Running Australia Project submitting the details required for membership applications and any supporting material to the GM for consideration and approval by the Board.

7.14. The rights of Members are personal and are not transferable or transmissible.

7.15. A Member ceases to be a Member if it:

- (1) ceases to satisfy the requirements described in clause 7.3 as determined by special resolution by the Members in general meeting on the recommendation of the Board;
- (2) resigns by Notice in Writing delivered to the General Manager of the Association;
- (3) is expelled from membership pursuant to clause 34.3; or
- (4) becomes insolvent or enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction, amalgamation or similar re-organisation) or enters into any arrangement or composition with its creditors or any of them, or has a receiver or receiver and manager or trustee or administrator or agent in possession appointed.

## **TERRITORY PROGRAMMES**

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### **8. Determination of Territory/National Programs.**

- 8.1. The GM will consult with the Members and Associate Members in order to develop Territory Programs aimed at enhancing and progressing the sport of athletics in Australia. The Territory Programs will ensure that each athlete, coach, official and volunteer is treated on their merits regardless of his or her location with which the person is registered.
- 8.2. Subject to clause 8.2 (8), the Association will solely control the Territory Programs throughout N.T. The Association and the Members will work together to deliver the following National Programs:

Development, Schools and Junior Programs.

High Performance Program.

Senior and Mature Age Programs

N.T. Database and Information Technology Programs.

Membership Servicing Program.

Equipment Purchase Program.

Competition and Event Scheduling Program.

Volunteer Base Program, Membership Servicing Program and the Volunteer Base Program will define territory responsibilities under the control of the Association or Territory responsibilities under the control of Members.

Officials and Coaching Programs.

- 8.3. Nothing in any Program will prevent any Member making autonomous decisions with respect to remuneration or employment of that Member's staff.

### **8.4. Member Obligations**

- (1) Members are entitled to effect their own marketing programs provided that all marketing programs must have the Association's prior written approval, which will not be unreasonably withheld subject to such marketing program complying with the National/Territory Programs. All proposals must be submitted in writing to the General manager.
- (2) Where a Member, other than a Recreational Runner Member, has an existing sponsorship or other marketing agreement, the Member will immediately advise the Association in writing, outlining the terms of that agreement.
- (3) Members will assign to the Association, terminate, forego or not renew marketing opportunities if reasonably deemed necessary by the Association to avoid any conflict with the National or Territory Programs or to ensure the effective and complete delivery of the National or Territory Programs. Should the Association deem such action necessary, the Member will be compensated by the Association to the value of the opportunity terminated or forfeited.
- (4) Members will implement the Territory Programs within their Region, utilising the supporting materials prepared by the Association and report on the delivery of same as required by the board.

- (5) Members will have flexibility to implement programs specific to them provided that such programs are not in conflict with the National Programs
- (6) Members will fully co-operate in providing assistance and support to develop and implement a single national athletics information technology network and database.
- (7) Each Member, other than Recreational Runner Members, will upon request and subject to applicable privacy laws, advise the Association in a timely manner of:
  - (a) all athletes, coaches and officials registered with that Member,
  - (b) minutes of meetings conducted by the member governing committee,
  - (c) athletes competition results,
  - (d) copies of all marketing, advertising or other agreements of a like nature to which that Member is a party; and
  - (e) and will insert into its Constitutions or By Laws provisions requiring athletes, coaches, officials and clubs registered with that Member to provide the Association upon request and in a timely manner with copies of marketing, advertising or other agreements of a like nature to which they are a party.
- (8) Members must respect any management and confidentiality protocols developed by the Association to protect the Members, the Association and other third parties.
- (9) Members will advise the Association of its proposed event scheduling for the following minimum 12 months no later than 1 July in every year or such other date as the Association may advise in writing from time to time.
- (10) Members will communicate with and keep the Association fully informed of all its activities and initiatives and will not do, or allow any acts or omissions to be done, which will bring the name of the Association or the sport of athletics into disrepute.

## **FEES, DUES and LEVIES**

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### **9. Determination of Fees and Levies.**

- 9.1. The Board will determine the capitation fees and levies for each Financial Year and payable from time to time by Members and Associate Members. Any increase in fees or levies will be notified to the Members by the AGM in September for the following season in which the increase is to take place.
- 9.2. Failure to pay any capitation fee or levy by a Member or Associate Member within sixty days of the same being due and payable will automatically suspend all rights in respect of the Association of the Member or Associate Member concerned. The rights of any such Member or Associate Member will be restored on payment of the amount due, together with such further amount determined by the Board by way of fines and interest on the outstanding amount, provided that if such payment of arrears, fines and interest is not made by the date determined by the Board, the Member or Associate Member concerned will cease to have any rights in respect of the Association.
- 9.3. Unless otherwise determined by the Board, the membership fees for each Financial Year for Recreational Runner Members will be calculated using one of the following mechanisms, as is relevant to the circumstances;
  - (1) as a portion of the entry fee to participate in an event sanctioned as being part of Athletics Australia's Running Australia Project (in an amount as is agreed between the relevant event organiser and Athletics Australia);



- (2) as a portion of a fee associated with participation in any activity conducted under Athletics Australia's Running Australia Project (in an amount nominated by Athletics Australia); or
- (3) by any other mechanism as prescribed by Athletics Australia from time to time.

## **GENERAL MEETINGS**

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### **10. Annual General Meeting**

10.1. The Association must in each year hold its annual general meeting at such time and place as is determined by the Board provided that the date of such meeting is no more than five months after the close of the Financial Year.

- (1) The Manager of the NTA shall forward a written notice for each Annual General Meeting to the Secretary of each affiliated Centre at least fifty –six (56) days prior to the date set down to conduct the meeting.

10.2. The business of each annual general meeting will be to:

- (1) receive and consider the audited accounts of the Association;
- (2) receive and consider the report of the President on the affairs of the Association;
- (3) receive and consider the recommendations of the Board;
- (4) elect the Directors (if applicable);
- (5) elect the Association's auditor (if applicable);
- (6) elect Associate Members and Honorary Life Members (if applicable); and
- (7) transact any other business of which due notice has been given or which, in the opinion of the President of the meeting, may be expedient.

10.3. Prior to each annual general meeting the President will convene a meeting of him or herself and all members of the BOM for the purpose of discussing the affairs of the Association, its relations with Members and the sport of athletics in the N.T.

10.4. Motions may only be submitted to a general meeting of the Association by a Member or Director and any motion desired by a Member to be put to a general meeting must be received in writing by the General Manager not less than 45 days prior to the general meeting at which it is desired to consider and vote on the motion.

### **11. Extraordinary General Meetings**

11.1. All general meetings other than annual general meetings will be called extraordinary general meetings.

11.2. The President may, and the Secretary will at the request of any two Directors, convene an extraordinary general meeting.

11.3. An extraordinary general meeting must be convened if requested in writing by Members with at least 15% of the votes that may be cast at an extraordinary general meeting.

### **12. Notice of General Meetings**

12.1. In the case of a meeting convened to pass a Special Resolution, 28 clear days' notice and in other cases, except where the Law allows a shorter notice to be given by agreement, at least 21 days' notice (exclusive of the day on which the notice is served or deemed served and of the day for which notice

is given) of a general meeting must be given to the Directors, Members, Associate Members and Honorary Life Members.

12.2. Notice of all general meetings must be given to Directors, Members (other than Recreational Runner Members), Associate Members and Honorary Life Members provided that Associate Members and Honorary Life Members are not entitled to receive notice of extraordinary general meetings convened as Telecommunications Meetings.

12.3. A notice of a general meeting must specify:

- (1) the place, day, time and general nature of the business of the meeting;
- (2) if a special resolution is to be proposed at the meeting, then a statement containing the intention to propose the special resolution and the terms of the proposed resolution;
- (3) where the business of the general meeting will include the election of Directors, the names of the candidates for election to such position; and

### **13. Accidental Omission to Give Notice**

The accidental omission to give notice of any general meeting to or the non-receipt of the notice by any person entitled to receive notice of a general meeting under this Constitution (other than a Member) or the accidental omission to advertise (if necessary) the meeting does not invalidate the proceedings at or any resolution passed at the meeting.

### **14. Postponement of General Meetings**

14.1. The Board may postpone the holding of any general meeting whenever they think fit (other than a meeting requisitioned by Members pursuant to the Law) for not more than 21 days after the date for which it was originally called.

14.2. Whenever any meeting is postponed (as distinct from being adjourned under clause 18 or clause 20) the same period of notice of the meeting must be given to persons entitled to receive notice of a meeting as if a new meeting were being called for the date to which the original meeting is postponed.

## **PROCEEDINGS AT GENERAL MEETINGS**

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### **15. Quorum**

15.1. Each Member, other than Recreational Runner Members, may be represented at a general meeting by one voting representative and one non-voting representative. At general meetings, other than extraordinary general meetings convened as Telecommunications Meetings each Associate Member may be represented by one non-voting representative and Honorary Life Members are entitled to attend.

15.2. No business may be transacted at any general meeting unless a quorum of Members is present in person or by proxy.

15.3. A quorum consists of representatives of sixty percent (60%) of the total number of Members entitled to attend and vote.

### **16. Absence of Quorum**

If a quorum is not present within 30 minutes after the time appointed for the meeting:

- (1) where the meeting was convened upon the requisition of Members the meeting is dissolved;  
or

- (2) in any other case:
  - (a) the meeting stands adjourned to the day, and at the time and place, which the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
  - (b) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting is dissolved.

## **17. Chairperson at General Meetings**

- 17.1. Subject to clause 19.2, the President will preside at every general meeting.
- 17.2. Where a general meeting is held and the President is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President will preside, provided that if the Vice-President is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present must appoint another Director or if no Director is present or willing to act then the Members present may appoint any one of their number to be chairperson of the meeting.

## **18. Adjournment of Meetings**

- 18.1. The chairperson of the meeting may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 18.2. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 18.3. Except as provided by clause 20.2, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **VOTING AT GENERAL MEETINGS**

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### **19. Voting Rights**

- 19.1. Each Member who is entitled to attend is entitled to one vote on every resolution at a general meeting and whether on a show of hands or a poll.
- 19.2. At any general meeting a resolution put to the vote of the meeting is decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - (1) by the chairperson of the meeting; or
  - (2) by Members with at least 5% of the vote that may be cast at the meeting
- 19.3. Voting on a motion is by simple majority, unless the motion is to vary this Constitution. Any amendment to this Constitution must be passed by a special resolution of the Association in general meeting.
- 19.4. Unless a poll is demanded, a declaration by the chairperson of the meeting 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 book containing the minutes of the proceedings of the Association, signed by the chairperson of that or the next succeeding meeting, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

**20. Conduct of Poll**

- 20.1. If a poll is duly demanded, it must be taken in such manner and, subject to clause 22.2, either at once or after an interval or adjournment or otherwise as the chairperson of the meeting directs, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- 20.2. A poll demanded on the appointment of a chairperson of a meeting or on a question of adjournment must be taken forthwith without adjournment.
- 20.3. The demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 20.4. The demand for a poll may be withdrawn.

**21. Casting Vote**

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, in addition to his or her deliberative vote (if any), has a casting vote. The chairperson of the meeting has discretion both as to use of the casting vote and as to the way in which it is used.

**22. Proxies**

- 22.1. A Member entitled to vote at a general meeting may appoint a person as its proxy.
- 22.2. An instrument appointing a proxy must be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing. The instrument of proxy must be in the form determined by the Directors, but the form must:
  - (1) enable the Member to specify the manner in which the proxy must vote in respect of a particular transaction; and
  - (2) leave a blank for the Member to fill in the name of the person appointed as proxy.

The form may provide that if the Member leaves it blank as to the person appointed as proxy or if the person appointed as proxy fails to attend, the chairperson of the meeting is appointed proxy.

- 22.3. Despite clause 24.2 an instrument appointing a proxy may be in the following form or in a form that is as similar to the following form as the circumstances allow:

**Northern Territory Athletics Inc**  
ACN 62 193 172 185

I, \_\_\_\_\_ as an authorised representative of \_\_\_\_\_,  
a member of the above named Association,  
appoint \_\_\_\_\_ as an authorised representative of \_\_\_\_\_  
or, in their absence, \_\_\_\_\_ as an authorised representative of \_\_\_\_\_  
as my proxy to vote for me on my behalf at the \*annual general/\*extraordinary general meeting of the Association to be held on \_\_\_\_\_ 20\_\_\_\_ and at any adjournment of that meeting.

† This form is to be used \*in favour of/\*against the resolution.

Signed on \_\_\_\_\_ 20\_\_\_\_ .

\* Strike out whichever is not desired.

† To be inserted if desired.

22.4. An instrument appointing a proxy may not be treated as valid unless the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or proof of the power or authority to the satisfaction of the Chief Executive Officer is or are deposited at the registered office of the Association or at any other place specified for that purpose in the notice convening the meeting not less than 24 hours before the time for the holding of the meeting or adjourned meeting as the case may be at which the Member named in the instrument proposes to vote.

22.5. For the purpose of clause 22.4 it is sufficient if the proxy is received at the registered office of the Association by facsimile transmission or by similar means of communication in a reasonably legible form. If the proxy is required to be accompanied by other documents then these documents may also be received at the registered office by facsimile transmission.

### **23. Effect of Proxy Instrument**

23.1. An instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll.

23.2. If a proxy is only for a single meeting it may be used at any postponement or adjournment of that meeting, unless the proxy states otherwise.

23.3. A proxy may be revoked at any time by Notice in Writing signed on behalf of the Member concerned to the Association.

### **24. Voting Rights of Proxies**

24.1. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument. If the Member does not specify the manner in which the proxy must vote in respect of any particular transaction, the person appointed as proxy may vote on that particular transaction as he, she or it determines.

24.2. A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid despite the revocation of the instrument (or of the authority under which the instrument was executed) or of the power if the Association has not received written notification of the revocation at the registered office of the Association before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

## **RESOLUTIONS OF MEMBERS IN WRITING**

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### **25. Resolutions at General Meetings**

25.1. If all the Members have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a general meeting of the Association held on the day on which the document was signed and at the time at which the document was last signed by a member or, if the members signed the document on different days, on the day on which, and at the time at which, the document was last signed by a member.

25.2. For the purposes of clause 25.1, two or more separate documents containing statements in identical terms each of which is signed by 1 or more members are deemed together to constitute one document containing a statement in those terms signed by those members on the respective days on which they signed the separate documents.

25.3. A reference in clause 25.1 to all the Members does not include a reference to a Member who, at a general meeting, would not be entitled to vote on the resolution.

25.4. A facsimile transmission addressed to or received by the Association and purporting to be signed by a Member for the purpose of this Constitution is deemed to be a document in writing signed by that Member.

**26. Telecommunications Meeting of the Association.**

26.1. Save for annual general meetings, the Association may meet by means of a Telecommunications Meeting provided the number of Members participating is not less than a quorum required for a general meeting. All the provisions of this Constitution relating to a general meeting apply to a Telecommunication Meeting of the Association in so far as they are not inconsistent with the provisions of this clause. The following provisions apply to a Telecommunication Meeting of the Association:

- (1) all the Directors and Members for the time being entitled to receive notice of a general meeting are entitled to notice of a Telecommunication Meeting;
- (2) all the persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (3) notice of the meeting may be given on the telephone or other electronic means;
- (4) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting; and
- (5) at the commencement of the meeting each person must announce his or her presence to all the other persons taking part in the meeting.

26.2. If the Secretary of the Association is not present at a Telecommunication Meeting of the Association, the GM must take minutes of the meeting.

26.3. A person may not leave a Telecommunication Meeting of the Association by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chairperson of the meeting.

26.4. A person is conclusively presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the chairperson of the meeting of leaving the meeting.

26.5. A minute of the proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

**GRIEVANCE AND DISPUTES PROCEDURES**

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**27. Grievance and Disputes Procedures**

27.1. This clause applies to disputes between:

- (1) a member and another member; or
- (2) a member and the Board.

27.2. Within 14 days after the dispute comes to the attention of the parties to the dispute, they must meet and discuss the matter in dispute, and, if possible, resolve the dispute.

27.3. If the parties are unable to resolve the dispute at the meeting, or if a part fails to attend that meeting, then the parties must, within 10 days after the meeting, hold another meeting in the presence of a mediator.

- 27.4. The mediator must be –
- (1) a person chosen by agreement between the parties; or
  - (2) in the absence of agreement –
    - (a) for a dispute between a member and another member – a person appointed by the Board, or Associations (Model Constitution) Regulations 20
    - (b) for a dispute between a member and the Board – a person who is a mediator appointed or employed by the department administering the Act.
- 27.5. A member of the Association can be a mediator.
- 27.6. The mediator cannot be a part to the dispute.
- 27.7. The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 27.8. The mediator, in conducting the mediation, must –
- (1) give the parties to the mediation process every opportunity to be heard;
  - (2) allow due consideration by all parties of any written statement submitted by any party; and
  - (3) ensure natural justice is accorded to the parties to the dispute throughout the mediation process.
- 27.9. The mediator must not determine the dispute.
- 27.10. If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.
- 28. Intentional Blank**
- 29. Intentional Blank**
- 30. Intentional Blank**
- 31. Intentional Blank**
- 32. Intentional Blank**

#### **REMUNERATION OF DIRECTORS**

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- 33. Payment of Remuneration and Expenses**
- 33.1. The Directors may receive remuneration for their services in such amount and in such manner as is approved by the Board, provided that the Association may in general meeting determine otherwise.
- 33.2. The Directors will be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee appointed by the Board or general meetings of the Association or otherwise in connection with the business of the Association.
- 34. Payment for Extra Services**
- Any Director who being willing is called upon to perform extra services or to make any special exertions or to undertake any executive or other work for the Association beyond his or her ordinary duties or to go or reside abroad or otherwise away from home for any of the purposes of the Association may, subject to the Law, be remunerated either by a fixed sum or a salary as determined by the Board.

## **POWERS AND DUTIES OF DIRECTORS**

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### **35. General Business Management**

35.1. Subject to the Law and to any other provision of this Constitution, the business of the Association is managed by the Directors, who may pay all expenses incurred in promoting and forming the Association, and may exercise all powers of the Association which are not, by the Law or by this Constitution, required to be exercised by the Association in general meeting.

### **35.2. The Board:**

- (1) may make, amend and revoke By-Laws and Rules:
  - (a) for the purpose of giving effect to the objects of the Association, and
  - (b) subject to clause 34.3, for the discipline of Members, Associate Members and Honorary Life Members;
- (2) will make By-Laws providing for an Appeals Tribunal which must be independent of any party appearing before it on the matter subject of the appeal in question.
- (3) Any such By-Laws and Rules will be valid and binding on the Members, Associate Members and Honorary Life Members unless and until revoked by the Board or amended or revoked by the Members in general meeting.

35.3. Where a Member, Associate Member or Honorary Life Member:

- (1) deliberately or recklessly breaches this Constitution or any By Law of the Association;
- (2) deliberately or recklessly breaches any agreement with the Association; or
- (3) neglects or knowingly jeopardises the interests of the Association or acts in a way which is unworthy of the Association;

then such Member, Associate Member or Honorary Life Member is:

- (4) subject to clauses 34.4, 34.5 and 34.6, liable to suspension from membership of the Association or such other sanction (including a fine) as the Board in its absolute discretion determines; and
- (5) liable to expulsion from membership of the Association as determined by special resolution of the Members in general meeting.

35.4. Under clause 34.3 the Board may only suspend a Member, Associate Member or Honorary Life Member for either:

- (1) a period of no more than six months; or
- (2) until the Member, Associate Member or Honorary Life Member rectifies the breach or conduct in question;

provided that if the Member, Associate Member or Honorary Life Member has not rectified the breach or conduct in question within six months, the Board will refer the issue to the Members in general meeting who may determine by special resolution to extend the period of suspension.

35.5. Any fine imposed on a Member under clause 34.3 (4) will be paid by deduction from monies payable by the Association to that Member.



35.6. Any Member, Associate Member or Honorary Life Member aggrieved of a decision of the Board under clause 34.3 (4) may appeal to the Appeals Tribunal created in accordance with the By-Laws. Any such appeal:

- (1) must be in writing and received by the GM within 14 days of the day on which the Member, Associate Member or Honorary Life Member was advised in writing of the Board's decision;
- (2) operates as a stay on the operation of any sanction imposed by the Board pending the determination of the Appeals Tribunal; and
- (3) must be conducted in accordance with the relevant By-Laws.

35.7. No amendment to the Constitution made or resolution passed by the Association in general meeting can invalidate any prior act of the Directors which would have been valid if that amendment to the Constitution or resolution had not been made or passed.

### **36. Borrowing Powers**

Without limiting the generality of clause 34.1, the Directors may exercise all the powers of the Association to borrow money, to charge any property or business of the Association or to issue debentures or give any other security for a debt, liability or obligation of the Association or of any other person.

### **37. Negotiable Instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association may be signed, drawn, accepted, endorsed or otherwise executed, as the case may be:

- (1) by any two Directors;
- (2) by any Director and the General Manager; or
- (3) in such other manner as the Directors determine from time to time.

### **38. Appointment of Attorney**

38.1. The Board may appoint any person or persons to be the attorney or attorneys of the Association for the purposes, with the powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Board), for the period and subject to the conditions they think fit.

38.2. Any power of attorney may contain those provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit.

## **PROCEEDINGS OF DIRECTORS**

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### **39. Board Meetings**

39.1. The Directors are to meet together for the dispatch of business and adjourn and otherwise regulate their meetings.

39.2. The minutes of any Board meeting must state the method of meeting and the persons present.

### **40. Convening of Meeting**

The BOM is to meet at least quarterly, it is preferred that a BOM meeting be held on the third Tuesday of each month unless the board deems it unnecessary. The President may at any time, and the Secretary (GM) of the Association must on the requisition of a Director, convene a Board meeting.

**41. Notice of Meeting**

41.1. Notice of every Board meeting must be given to each Director except that it is not necessary to give notice of a Board meeting to any Director who:

- (1) has been given special leave of absence; or
- (2) is absent from the Northern Territory and has not left a telephone or facsimile number or other address at which he or she may be given notice.

41.2. Any notice of a Board meeting may be given orally, electronic media, including by telephone or by Notice in Writing.

**42. Quorum**

42.1. At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is fifty percent of the number of Directors but not less than 4 members present

**43. Election of Members to the Board**

44. All members of the Board shall be elected at the Annual General Meeting and shall hold office for a period of two (2) years.

45. The President, Finance Director, Technical Director and Country Services Director shall be elected in odd years.

46. The Development Director, Competitions Director, Marketing and Promotions Director and Vice President (Chair of the Clubs Council) shall be elected in even years, in the manner set out in the following clauses:

46.1. The Manager shall arrange for notices calling the AGM at least fifty-six (56) days prior to the AGM.

46.2. Election to the Board shall be open to all members of affiliated centres of NTA. Members will nominate on the prescribed form and will be for specific positions on the Board. The nominee, a proposer and a seconder who are both members of NTA, and will be accompanied by Curriculum Vitae will sign nominations.

46.3. Nominations will be signed by the nominee, the President of the proposing Centre, and will be accompanied by Curriculum Vitae and the minutes of the Centre meeting approving the nomination.

46.4. A list of nominations shall be forwarded to each affiliated club and centre thirty-five (35) days before the Annual General Meeting.

46.5. The President of NTA shall appoint a Returning officer from outside the athletic community who shall oversee the election procedure, and, on direction from the President, open the ballot papers and determine the persons elected to office by exhaustive preferential voting, and report the results to the president, who shall declare the results of the election at the AGM.

46.6. Voting for members of the Board and Chair of Standing Committees shall be by postal ballot. Ballot papers shall be prepared and each affiliated Centre shall record its preferences by completing all squares on the ballot paper, in the order of preference of candidates. Ballot Papers will be returned to the Returning Officer seven (7) days before the AGM.

**Casual Vacancies**

46.7. The Board may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors does not at any time exceed the number fixed in accordance with this Constitution. Any Director so appointed to fill a

casual vacancy will hold office for the balance of the term of the Director whom he or she replaces, provided that the appointment is ratified by the Members at the next general meeting. Any Director appointed in addition to the existing Directors will hold office until the conclusion of the third annual general meeting after his or her appointment provided that the appointment is ratified by the Members at the next general meeting.

- 46.8. In the event of a vacancy or vacancies in the office of a Director or offices of Directors so that the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or convening a general meeting of the Association.

#### **Chairperson**

- 46.9. The President will chair all meetings of the Board, provided that if the President is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President will preside, and provided further that if the Vice-President is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present must appoint one of their number to be chairperson of the meeting.

#### **Resignation of Director**

- 46.10. Any Director may retire from office upon giving Notice in Writing to the Association of his or her intention so to do.

#### **Removal of Directors**

47. Subject to the provisions of this Constitution and the Law, the Association may by ordinary resolution remove any Director prior to the expiration of his or her term of office. The Board as a casual vacancy will fill any vacancy so caused.

#### **Voting**

48. Subject to this Constitution, questions arising at a Board meeting are decided by a majority of votes of Directors present and voting and any such decision is for all purposes deemed a decision of the Directors.

- 48.1. In case of an equality of votes the chairperson of the meeting, in addition to his or her deliberative vote, has a casting vote. The chairperson of the meeting has discretion both as to whether or not to use the casting vote and as to the way in which it is used.

#### **49. Telecommunications Meeting of the Board**

- 49.1. The Board may meet by means of a Telecommunications Meeting provided the number of Directors participating is not less than a quorum required for an ordinary Board meeting. All the provisions of this Constitution relating to a Board meeting apply to a Telecommunication Meeting of the Board in so far as they are not inconsistent with the provisions of this clause. The following provisions apply to a Telecommunication Meeting of the Board:

- (1) all the Directors for the time being entitled to receive notice of a Board meeting are entitled to notice of a Telecommunication Meeting;
- (2) all the Directors participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (3) notice of the meeting may be given on the telephone or other electronic means;
- (4) each of the Directors taking part in the meeting must be able to hear and be heard by each of the other Directors taking part at the commencement of the meeting and each Director so taking part is deemed for the purposes of this Constitution to be present at the meeting; and

- (5) at the commencement of the meeting each Director must announce his or her presence to all the other Directors taking part in the meeting.
- 49.2. If the Secretary of the Association is not present at a Telecommunication Meeting of the Board, the GM must take minutes of the meeting.
- 49.3. A Director may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that Director has previously notified the chairperson of the meeting.
- 49.4. A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that Director has previously notified the chairperson of the meeting of leaving the meeting.
- 49.5. A minute of the proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

## **50. Circulated Resolutions**

- 50.1. If all the Directors at that time present and any Director absent from their listed residential address who has left a facsimile number or electronic or other address at which he or she may be given notice, have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms is deemed to have been passed at a Board meeting held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.

## **51. Committees**

- 51.1. The Board may delegate any of its powers to committees consisting of those persons (whether Directors or otherwise) they think fit and may revoke the delegation.
- 51.2. Any committee formed under clause 49.1 must in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board and otherwise the meetings and proceedings of any committee are governed by the provisions in this Constitution regulating the meetings and proceedings of the Board.

## **DIRECTORS' INTERESTS**

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### **52. Existence of Interest**

- 52.1. A Director may to the extent permitted by the Law:
- (1) hold any other office or place of profit under the Association (other than the office of auditor) in conjunction with the office of Director;
  - (2) enter into contracts or arrangements or have dealings with the Association either as vendor, purchaser mortgagee or otherwise; or
  - (3) be interested in any contract, operation, undertaking or business entered into undertaken or assisted by the Association or in which the Association is or may be interested.
- 52.2. The Director is not because of entering into any relationship or transaction referred to in clause 50.1:
- (1) disqualified from the office of Director; or
  - (2) liable to account to the Association for any profit arising from the relationship or transaction by reason of being a Director of the Association or of the fiduciary relationship between the Director and the Association.

52.3. For the purposes of clause 50.1 and 50.2 "**Association**" includes any subsidiary (Affiliation) of the Association and any other Association in which the Association or any subsidiary of the Association is or becomes a shareholder or is otherwise interested.

**53. Disclosure of Interest**

53.1. The nature of the Director's interest as referred to in clause 50.1 must be disclosed by the Director before or at the Board meeting at which the question of entering into the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first Board meeting after the Director becomes so interested.

53.2. It is the duty of each Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Association to declare the nature of his or her interest in accordance with the provisions of the Law.

53.3. It is the duty of a Director of the Association who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with his or her duties or interests as Director to declare the fact and the nature, character and extent of the conflict in accordance with the provisions of the Law.

**INADVERTENT OMISSIONS**

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**54. Formalities Omitted**

Subject to clause 13, if some formality required by this Constitution is inadvertently omitted or is not carried out the omission does not invalidate any resolution, act, matter or thing which but for the omission would have been valid unless it is proved to the satisfaction of the Directors that the omission has directly prejudiced any Member financially. The decision of the Directors is final and binding on all Members.

**MINUTES**

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**55. Minutes to be Kept**

The Directors must carry out the obligations imposed on the Association by the Law to cause:

- (1) minutes of all proceedings of general meetings and of meetings of its Directors to be entered, within two weeks after the relevant meeting is held, in books kept for that purpose; and
- (2) those minutes to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

**ACCOUNTS**

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**56. Books of Account**

The Directors will cause to be kept proper books of account in which must be recorded full, true and complete accounts of the affairs and transactions of the Association.

**57. Location of Accounts**

The books of account will be kept at the registered office of the Association or such place or places as the Board thinks fit and must be open to the inspection of the Directors during usual business hours.

**58. Inspection of Accounts**

The Directors will, subject to the provisions of the Law, determine whether and to what extent and at what time and place or places and under what conditions or provisions, the books of account of the

Association or any of them will be open to the inspection of the Members not being Directors, and no Member (not being a Director) will have any right of inspecting the books of account or any other document of the Association unless and except as conferred by the Law or authorised by the Directors or by a resolution of the Association in general meeting.

**59. Tabling of Accounts**

At each annual general meeting the Directors will lay before the Association an audited profit and loss account and balance sheet in respect of the last completed Financial Year of the Association.

**AUDITORS**

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**60. Appointment of First Auditor**

The Board will appoint a person or persons or firm as the auditor or auditors of the Association in accordance with the Law, and cause the accounts of the Association to be examined and the correctness of the profit and loss account and the balance sheet to be ascertained.

**61. Term of Office of First Auditor**

The first auditor or auditors will hold office until the first annual general meeting of the Association. At its first annual general meeting the Association will appoint a person or persons or firm as the auditor or auditors of the Association and an auditor so appointed will hold office until death or removal or resignation from office in accordance with the Law, provided that the auditor is ratified by the Members at each subsequent annual general meeting.

**62. Auditors' Fees**

The reasonable fees and expenses of any auditor of the Association are payable by the Association.

**63. Casual Vacancy**

If any casual vacancy occurs in the office of auditor, the surviving or continuing auditor or auditors may act or if there is no surviving or continuing auditor of the Association, the Board will within one month of the vacancy appoint (unless the Association at a general meeting has appointed) a person or persons or firm as the auditor or auditors of the Association until the next general meeting following such appointment.

**64. Right to Attend General Meetings**

The auditor or auditors of the Association are entitled to notice of and to attend each general meeting of the Association.

**SEAL**

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**65. Association Seal**

65.1. The Board must provide for the safe custody of the seal.

65.2. The seal of the Association may not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Directors duly authorised by the Board.

65.3. Every instrument to which the seal is affixed must be signed in the presence of at least two Directors or one Director and the Secretary of the Association or one Director and the General Manager.

**66. Affixing of Seal by Interested Director**

66.1. A Director may sign or countersign as director any instrument to which the seal of the Association is affixed although the instrument relates to a contract, arrangement, dealing or other transaction in

which he or she is interested and his or her signature is effective in regard to compliance with the requirements of this Constitution as to the affixing of the seal despite his or her interest.

- 66.2. No Director who is interested in a contract, arrangement, dealing or other transaction may sign on behalf of the Association any agreement or Deed related to such contract, arrangement, dealing or other transaction pursuant to section 127 of the Law.

## **NOTICES**

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### **67. Service of Notices**

A notice may be given by the Association to any Member, Associate Member, Honorary Life Member or Director either by serving it personally or by sending it by post, facsimile transmission or other means of electronic communication approved by the Board to the Member at the address shown in the register of Members or the address or facsimile number supplied by the Member, Associate Member, Honorary Life Member or Director to the Association for the giving of notices.

### **68. Method of Service**

- 68.1. If a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to be effected, on the next Business Day after the date of its posting. A notice or other document sent by post to an overseas shareholder must be forwarded by airmail.

- 68.2. If a notice is sent by facsimile transmission, service of the notice is deemed to be effected by properly addressing the facsimile transmission and transmitting it to the number supplied to the Association for that purpose and to be effected on the next Business Day after the date of its transmission unless:

- (1) the Association's facsimile machine fails to issue a transmission report which shows that the relevant number of pages comprised in the notice has been sent; or
- (2) the addressee notifies the Association immediately that the notice was not fully received in a legible form.

- 68.3. If notice is sent by means of electronic communication approved by the Board, service of the notice is deemed to be effected on the next Business Day after the date of transmission unless the Association is advised that the transmission failed to send to the addressee.

## **INDEMNITY AND INSURANCE**

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### **69. Indemnity**

To the extent permitted by the Law, the Association indemnifies:

- (1) every person who is or has been an officer of the Association; and
- (2) where the Board considers it appropriate to do so, any person who is or has been an officer of a related body corporate of the Association;

Against any liability incurred by that person in his or her capacity as an officer of the Association or of the related body corporate (as the case may be):

- (3) to any other person (other than the Association or a related body corporate) unless the liability arises out of conduct involving a lack of good faith; and
- (4) for costs and expenses:
  - (a) in defending proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; and

- (b) in connection with an application in relation to those proceedings, in which the Court grants relief to the person under the Law.

**70. Insurance**

70.1. The Association may, where the Board considers it appropriate to do so, pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Association against any of the following liabilities incurred by the person as such an officer, namely:

- (1) any liability which does not arise out of conduct involving:
  - (a) a wilful breach of duty in relation to the Association; or
  - (b) without limiting clause 68.1(1)(a), a contravention of section 182 or 183 of the Law; and
- (2) any liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, whatever their outcome, and without the qualifications set out in clause 68.1(1)(a) and (b).

70.2. In the case of a Director, any premium paid pursuant to this clause is paid in addition to remuneration paid to that director by the Association pursuant to this Constitution.

**71. Director Voting on Contract of Indemnity or Insurance**

Despite anything in this Constitution, a Director is not precluded from voting in respect of any contract or proposed contract of indemnity or insurance, merely because the contract indemnifies or insures or would indemnify or insure the Director against a liability incurred by the Director as an officer of the Association or of a related body corporate.

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**Adopted by Special Resolution of Northern Territory Athletics Limited on:**

Date:

Confirmed:

Name of President: