



**AUSTRALIAN LACROSSE ASSOCIATION
LIMITED**

A.C.N 124 440 124

CONSTITUTION

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CORPORATIONS ACT
COMPANY LIMITED BY GUARANTEE
CONSTITUTION

of

AUSTRALIAN LACROSSE ASSOCIATION LIMITED
A.C.N. 124 440 124

PREAMBLE

1 NAME

The name of the Company is Australian Lacrosse Association Limited (**ALA**).

2 OBJECTS

The objects for which ALA is established are to:

- (1) provide for the conduct, encouragement, promotion, control and administration of the sport of lacrosse, in its various forms, on a competitive, recreational, social and/or community basis, throughout Australia and elsewhere, including:
 - (a) promoting a greater community awareness of, and enjoyment in lacrosse and its contribution to sport generally;
 - (b) promoting and holding, either alone or jointly with any other association, club or person, lacrosse competitions, championships, exhibitions, meetings and other activities of ALA generally.
 - (c) promoting, encouraging and providing facilities for the education, practice and play of the sport of lacrosse and to raise levels and standards of lacrosse play in Australia and elsewhere;
 - (d) representing the interests of lacrosse and lacrosse players within Australia at national level and international level;
 - (e) to uphold the laws of the game as at present adopted with such alterations and / or additions as the Board may from time to time determine
 - (f) selecting and appointing lacrosse representatives, officials and delegates in international competition or for any other purposes;
 - (g) providing sound financial administration;
 - (h) co-operating with and assisting any organisation having objects and purposes similar to those of ALA in any manner which may further the interests of lacrosse or ALA generally;

- (i) defining, varying or altering the boundaries of the districts, regions or zones which may be set for the purpose of arranging special tournaments and events; and the terms and conditions under which players may participate;
 - (j) pursuing and conducting such programs and projects that relate to lacrosse and to the other activities of ALA generally;
 - (k) settling disputes or questions on any matters relating to Australian lacrosse; and
 - (l) hearing and determining upon any allegation or complaint or charge involving a breach of this Constitution or the Laws of Lacrosse or in respect of any matters affecting the interest of lacrosse or of ALA which may be made against any members of ALA, with power to impose fines or any other penalties as prescribed in this Constitution or By-laws;
- (2) affiliate and otherwise liaise with the International body the Federation of International Lacrosse (FIL), Australian Sports Commission, Australian Olympic Committee (or their successors) and other similar bodies in the pursuit of these purposes and the sport of lacrosse;
 - (3) ensure that a high standard of the sport of lacrosse is maintained;
 - (4) develop a sense of sportsmanship and a high degree of proficiency in lacrosse competitors;
 - (5) use and protect the Intellectual Property of ALA including but not limited to logos, trademarks, copyright and names on any equipment, product, publication or event developed by ALA;
 - (6) collect, distribute and publish information in connection with lacrosse;
 - (7) strive for Government, commercial and public recognition of ALA and lacrosse;
 - (8) ensure adoption of and compliance with rules of the sport of lacrosse;
 - (9) further develop ALA (or any substitute or other entity) into an organised institution and with these purposes in view, to foster, regulate, organise and manage competitions, events, displays and other activities and to issue badges, medallions and certificates and award trophies to successful competitors;
 - (10) promote the health and safety of competitors;
 - (11) encourage competitors to realise their potential and athletic abilities;
 - (12) encourage and promote performance-enhancing drug free competitions;
 - (13) encourage and promote equitable competition and involvement in the sport of lacrosse; and
 - (14) undertake and do all such things or activities which are necessary, incidental and conducive to the advancement of these purposes.

3 POWERS

Solely for furthering the Objects, ALA has:

- (1) the legal capacity and powers set out under section 124 of the Act.
- (2) the capacity to acquire, establish, manage and maintain the necessary computer systems, administrative systems and reporting facilities for the purpose of carrying out the Objects.
- (3) the capacity to establish, promote, assist, subsidize, and provide any other assistance to any other company, association or organization, whether incorporated or not, whose objects are similar to those of ALA PROVIDED that ALA shall not subscribe to or support with its funds any company, association or organization which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on ALA under or by virtue of clause 3 of this Memorandum of Association;
- (4) the capacity to undertake and execute any trusts which lawfully may be undertaken by ALA and are directly or indirectly ancillary to its objects;
- (5) the capacity to take such steps as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of ALA, in the form of donations, annual subscriptions or otherwise;
- (6) the capacity to buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of ALA or persons frequenting ALA premises or premises under the control of ALA;
- (7) the capacity to purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights, licenses or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of ALA provided that if ALA takes or holds any property which may be subject to any trusts ALA shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (8) the capacity to enter into any arrangements with any Government or authority, Federal, State, municipal, local or otherwise, that may seem conducive to ALA's objects or any of them and to obtain from any such Government or authority any rights, licenses, privileges and concessions which ALA may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, licenses, privileges and concessions;
- (9) the capacity to appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary desirable or convenient for the purposes of ALA.
- (10) the capacity to invest and deal with the money of ALA not immediately required in such manner as ALA may think fit;
- (11) the capacity to borrow or raise or secure the payment of money in such manner as ALA may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered

into by ALA in any way and in particular by mortgage bill of sale lien or charge fixed or floating by the issue of debentures, perpetual or otherwise, charged upon all or any of ALA's property (both present and future) and to purchase, redeem or pay off such securities;

- (12) the capacity to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (13) the capacity to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of ALA;
- (14) the capacity to take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of ALA's property of whatsoever kind sold by ALA or any money due to ALA from purchasers and others;
- (15) the capacity to print and publish any newspapers, periodicals, books or leaflets or other publications whether in hard copy or in electronic form that ALA may think desirable for the promotion of its objects;
- (16) the capacity to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which ALA is authorized to amalgamate; and
- (17) the capacity to transfer all or any part of the property, assets, liabilities and engagements of ALA to any one or more of the companies, institutions, societies or associations with which ALA is authorized to amalgamate;
- (18) the capacity to give any guarantee or indemnity with or without security solely and jointly with any other Council or natural person and with or without remuneration for payment of money or the performance of any contract, obligations or undertaking by any person firm Council or association and to secure by mortgage bill of sale lien or charge fixed or floating legal equitable or otherwise howsoever over the whole or any part of the assets of ALA such guarantee or indemnity and upon such terms with or without security or interest as ALA shall deem fit;
- (19) the legal authority to open bank accounts of every description upon such terms and conditions as ALA shall think fit and to conduct and operate such accounts in such manner as ALA shall think fit in accordance with the customs, usages and practices of banks including without limiting the effect thereof the power to operate any such account on overdraft and to agree to the bank debiting any such account with interest costs charges expenses and liabilities incurred by the bank at any time or from time to time on behalf of ALA;
- (20) the capacity to give to make donations to sponsor or otherwise support any association, society, cause, charity or other body as ALA shall in its discretion think fit;
- (21) the power to do all such other things as may be deemed to be incidental or conducive to the attainment of the above objects.

4 APPLICATION OF INCOME

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

4.2 Except as prescribed in this Constitution:

- (a) no portion of the income or property of ALA 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 ALA to any Member who holds any office of ALA.

4.3 Nothing contained in clauses 4.1 or 4.2 shall prevent payment in good faith of or to any Member –

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

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction. Any such payments must be approved by the Board, and accompanied by substantiating documentation.

5 ADDITION, ALTERATION OR AMENDMENT

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by a Special Resolution.

6 LIABILITY OF MEMBERS

The liability of the Members of ALA is limited.

7 MEMBER'S CONTRIBUTIONS

Every Member of ALA undertakes to contribute to the assets of ALA in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of ALA contracted before the time at which it or she ceases to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding one hundred dollars (\$100.00).

8 DISTRIBUTION OF PROPERTY ON WINDING UP

If upon the winding up or dissolution of ALA there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of ALA, but shall be given or transferred to some other institution or institutions, any such institution having objects similar to the objects of ALA and whose Memorandum of Association or constitution prohibits the distribution of its income and property among its members to an extent at least as great as that imposed on ALA under or by virtue of clause 3 hereof, and provided that gifts to any such institution are tax deductible under the provisions of sub-paragraph (i) or (ii) of paragraph (a) of sub-section 78(1) of the Income Tax Assessment Act 1936 as amended, such institution or institutions to be determined by the members of ALA at or before the time of the dissolution and in default thereof by application to the Supreme Court for determination.

9 ACCOUNTS

True accounts shall be kept of the sums of money received and expended by ALA and the manner in respect of which such receipt and expenditure takes place and of the property, assets and liabilities of ALA and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with this Constitution of ALA for the time being, shall be open to the inspection of the Members. Once at least in every year the accounts of ALA shall be examined by one or more properly qualified auditor or auditors who shall report to the Members in accordance with the provisions of the Act.

10 INTERPRETATION CLAUSE

10.1 In this Constitution unless the contrary intention appears

“Act” means the *Corporations Act 2001*.

“Annual General Meeting” means the meeting of Members convened once in each calendar year within five months of the end of the financial year.

“Annual Subscriptions” means the annual fees payable by each category of Member as determined by the Board under **Clause 12**.

“Appointed Director” means a person appointed to the Board of the ALA in accordance with **Clause 22.3**.

“Board” means the board of directors of ALA constituted under **Clause 22** or **Clause 23** and elected under **Clause 24**.

“Board Meeting” means a meeting of the Board of Directors of ALA constituted under **Clause 22** or **Clause 22** and, subject to **Clause 23** elected under **Clause 24**.

“Chairperson/President” means the person appointed as Chair of the Board pursuant to **Clause 22** or **23**.

“Claim” means any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include any claim made under a relevant ALA insurance policy or available to a Member under this Constitution or the Regulations.

“Company” means Australian Lacrosse Association Limited (ACN 124 440 124).

“Delegate” means a representative of a State Association, or in their absence a nominee of that representative, (who must also be a member of the same State Association as the Delegate). The Delegate (or their nominee) is the only person who may represent the State Association at General Meetings. The Delegate of a State Association must not at the same time hold a position as a Director of ALA.

“Director” means a member of the board of directors of ALA constituted under **clause 22** or **clause 23** and, subject to clause 23, elected under **clause 24**.

“Financial Year” means the year commencing 1 July and ending on 30 June.

“General Meeting” means a meeting of Members convened in accordance with **Clauses 16** and **17**.

“Intellectual Property” means all rights subsisting in copyright, trade names, trademarks, logos, designs, equipment, images (including photographs, videos or films) or service marks relating to ALA or activity conducted, promoted or administered by ALA.

“Laws of Lacrosse” means the prevailing laws governing the playing of the sport of lacrosse (in its various forms), as implemented by relevant lacrosse authorities, which laws and authorities are recognized by ALA from time to time.

“Member” means a person or body set out in **Clause 11**, and “Members” means all these members collectively as members of ALA for the time being under **Clause 11**.

“Nomination Committee” means a Committee set up for the purpose of determining the appropriateness of all nominations to be put to an Annual General Meeting **Clause 24.1 (4)**

“Register” means the register of Members kept in accordance with **Clause 13**.

“Regulations” means any regulations made by the Board under **Clause 36**.

“Resolution” means a resolution passed by an ordinary majority of the voting entitlements of Members present and entitled to vote at a General Meeting, or in the case of a Board resolution, passed by an ordinary majority of Board Members present and entitled to vote at a meeting of the Board.

“Secretary” of the ALA means the person appointed to perform the duties of the Company Secretary.

“Special Resolution” means a resolution passed by at least three-quarters of the voting entitlements of Members present and entitled to vote at a Special General Meeting called for that purpose of which 21 days notice has been given, or such other majority or procedure as is required under the Act from time to time.

“State Association” means an association or incorporated body which is the peak body in a state or territory and whose predominant purpose is the promotion and development of men’s and women’s lacrosse and who is accepted as a Member under **Clause 11**.

- 10.2 Expressions referring 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.
- 10.3 In this Constitution
- (1) a reference to a function includes a reference to a power, authority and duty;
 - (2) a reference to the exercise of a function includes where the function is a power, authority or duty, or a reference to the exercise of the power or authority of the performance of the duty;
 - (3) words importing the singular include the plural and vice versa;
 - (4) words importing any gender include the other genders;
 - (5) words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time;
 - (6) references to persons include corporations and bodies politic;
 - (7) references to a person include the legal personal representatives, successors and permitted assigns of that person;
 - (8) 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).
- 10.4 If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution or affecting the validity or enforceability of that provision in any other jurisdiction.
- 10.5 Except where the contrary intention appears in this Constitution, an expression in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, has the same meaning as provision of the Act.
- 10.6 The replaceable rules referred to in the Act are displaced by this Constitution.

PART II - MEMBERSHIP

11 MEMBERSHIP OF COMPANY

11.1 Classes of Member

The inaugural members of the Company shall be the persons or bodies who are members of LA and WLA at the time of incorporation of the Company who shall have all the rights and obligations of Voting Members under this constitution.

The Inaugural members of the Company shall be:

Lacrosse SA Inc
Women's Lacrosse Victoria Inc
The Western Australian Lacrosse Association Inc
Lacrosse West Inc
Lacrosse Tasmania Inc
Queensland Lacrosse Association Inc
New South Wales Lacrosse Association Inc.

11.2 Membership Categories

The Company may be divided into the following categories:

- (a) Voting Members;
- (b) Associate Members;
- (c) Preference Members;
- (d) Life Members
- (e) Such other categories of membership as the Board may from time to time create so long as the effect of this is not to alter the rights, privileges or obligations of an existing category of Members.

11.3 Voting Members

- (a) a State Association may be admitted as a Voting Member provided it has met any criteria for membership that may from time to time be set by the Board.
- (b) Voting Members are entitled to attend, debate and vote at all General Meetings.

11.4 Associate Members

Any association or incorporated body whose predominant purpose is the promotion and development of men's and women's lacrosse but which is not eligible to be a Voting Member may be admitted as an Associate Member.

11.5 Preference Members

If share capital is to be adopted as a means of capital raising preference shares may be issued by the Company on such terms and conditions as shall be determined and agreed by the Board.

Life Members

- (1) The process for the awarding of Life Membership to a person having rendered distinguished service to the game of lacrosse, where such service is deemed to have assisted the advancement of lacrosse in Australia, as a player or administrator or otherwise will be overseen by the Australian Lacrosse Association Ltd Honours and Awards Committee which will adhere to the specific requirements as approved by the Board.
- (2) No more than one (1) Life Member may be appointed in any one year.
- (3) Life Members shall have the right to be present and to debate at General Meetings but shall have no voting rights.

11.7 Effect of Membership

- (1) Members acknowledge and agree that:
 - (a) this Constitution constitutes a contract between each of them and ALA and that they are bound by the Constitution and the Regulations;
 - (b) they shall comply with and observe this Constitution, the Regulations and any policy, determination or resolution which may be made or passed by the Board or any duly authorised Committee;
 - (c) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of ALA;
 - (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects.
 - (e) the Constitution is made in the pursuit of a common object, namely the mutual and collective benefit of ALA, the Members and the sport of lacrosse;
 - (f) they release and discharge ALA from all Claims that they had or may have had but for this release arising from or in connection with their membership of ALA and/or participation in any ALA authorized or recognized activity;
 - (g) they indemnify ALA to the extent permitted under the *Trade Practices Act 1974* or otherwise by law in respect of any Claims arising as a result of or in connection with their membership of ALA and/or participation in any ALA authorized or recognized activity whether caused or contributed to, directly or indirectly, by any act or omission (including negligence) on the part of ALA; and
 - (h) they are entitled to all benefits, advantages, privileges and services of their membership as determined by the Board.
- (2) Members may by virtue of membership of ALA and subject to this Constitution:

- (a) express in writing or otherwise their views and opinions in any meeting in respect of which they are entitled to participate in accordance with this Constitution;
 - (b) make proposals or submissions to the Board;
 - (c) engage and participate in any activity approved, sponsored or recognized by ALA; and
 - (d) conduct any activity approved by ALA.
- (3) A right, privilege or obligation of a person by reason of their membership of ALA:
- (a) is not capable of being transferred or transmitted to another person; and
 - (b) terminates upon the cessation of membership whether by death, resignation or otherwise.

12 SUBSCRIPTIONS AND FEES

- (1) The annual membership, subscriptions and any other fees payable by Members or classes of Members to ALA, the benefits which apply, the time for, and manner of payment and penalties (if any) for late payment, shall be determined by the Board from time to time.
- (2) The Board may extend the time for payment of subscriptions or fees either generally or in any particular case.
- (3) Subject to **Clause 12(2)**, Members whose subscriptions and/or fees have not been paid and received by the time set by the Board in any year shall not be entitled to receive any of the benefits, advantages, privileges or services of ALA membership unless otherwise approved in writing by the Board.

13 REGISTER OF MEMBERS

13.1 Secretary to Keep Register of Members

The Secretary shall keep and maintain a Register of Members in which shall be entered the full name, address, class of membership, voting entitlement and date of entry of the name of each Member.

13.2 Inspection of Register

Having regard to privacy considerations, an extract of the Register, detailing names of Members, may be available for inspection by Members at the registered office of ALA, upon reasonable request, at the discretion of the Board.

14 CESSATION OF MEMBERSHIP

14.1 Notice of Resignation

Any Member who has paid all monies due and payable to ALA may resign from ALA by giving 30 days notice in writing to ALA of such intention to resign. Upon the expiration of that period of notice, the Member shall cease to be a member.

14.2 Failure to Renew Membership

A Member ceases to be a Member if the party fails to renew its membership of ALA in accordance with the procedure set down from time to time within 3 months of being required to do so, unless otherwise determined in the Board's discretion.

14.3 Forfeiture of Rights

A Member who ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon ALA and its property including Intellectual Property.

14.4 Recording in Register

Upon the lapse or expiration of membership in accordance with this given **Clause 14**, an entry, recording the date on which the party ceased to be a Member, shall be recorded in the Register.

15 DISCIPLINE AND GRIEVANCES

15.1 All Members will be subject to and submit unreservedly to the jurisdiction, penalties and appeal mechanisms of ALA set out in the By Laws.

15.2 Subject to **Clause 36** the Board may make a By-Law or By-Laws:

- (a) for the hearing and determination of:
 - (i) grievances by any Member who feels aggrieved by a decision or action of the Company (or a State Association provided that all avenues of appeal available under the constitution of the relevant State Association have been exhausted);and
 - (ii) disputes between Members relating to the conduct or administration of lacrosse;
- (b) for the discipline of Members (the 'Discipline By Law');
- (c) for the formation of an Appeals Tribunal which must be independent of any party before it on a matter which is the subject of the appeal in question (the 'Appeal By Law').

15.3 Without limiting the matters that may be referred to in the Discipline By law any Member that has

- (a) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-laws or any other resolution or determination of the Directors or duly authorized Committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the Objects or interests of ALA; or
- (c) brought ALA or the sport of lacrosse into disrepute;

shall be liable to the sanctions set out in the By law, including termination of Membership (which in the case of Voting Members shall only take place in accordance with the procedure set out in clause 15.4).

15.4 No Voting Member shall have its membership terminated pursuant to clause unless:

- (a) the Appeals Tribunal has determined in accordance with the Discipline By Law that it is appropriate for the Members to consider at a General Meeting whether the membership of a Voting Member should be terminated;
- (b) the Secretary has served on the Voting Member a notice in writing:
 - (i) setting out the alleged breach of the Member and the grounds on which it is based;
 - (ii) stating that the Member (personally or by its Delegate) may address the meeting to be held not earlier than 14 and not later than 28 days after service of the notice;
 - (iii) stating the date, place and time of that meeting;
 - (iv) informing the Member that it may do one or more of the following: -
 - (A) attend that meeting;
 - (B) give ALA, before the date of that meeting a written statement regarding the alleged breach.

PART III- GENERAL MEETINGS

16 ANNUAL GENERAL MEETINGS

16.1 Annual General Meeting to be Held

An Annual General Meeting of ALA shall be held in accordance with the provisions of the Act and on a date and at a venue to be determined by the Board. All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

16.2 Notice of General Meeting

- (1) Subject to the provisions of the Act relating to agreements for shorter notice, at least twenty-one (21) days notice of a General Meeting shall be given to Voting Members and Associate Members, together with:
 - (a) any notice of motion;
 - (b) the agenda for the meeting;
 - (c) to the Voting Members only, forms of authority in blank for proxy votes.
- (2) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors in the place of those retiring and the appointment, and fixing of the remuneration, of the auditors.
- (3) When it is proposed to pass a special resolution, twenty-one (21) clear days notice, specifying the place and day and hour of the meeting, and in the case of special business the general nature of that business shall be given to those members set out under **Clause 16.2(1)**.
- (4) A notice of a General Meeting shall specify the place and day and hour of the meeting and shall state the business to be transacted at the meeting.
- (5) Notice of every General Meeting shall be given to every Member, the Auditor and each Director at the address appearing in the Register kept by ALA.
- (6) No other person or party shall be automatically entitled as of right to receive notices of General Meetings.
- (7) A notice of a General Meeting shall specify the place and day and hour of the meeting and shall state the business to be transacted at the meeting.

16.3 Business

- (1) All business that is transacted at a General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, the reports of the Board and auditors, and the election of Directors and of the auditors (if any) in the place of those retiring under this Constitution or otherwise, shall be special business.
- (2) No business other than that stated on the notice shall be transacted at that meeting.

16.4 Notice of Motion

- (1) Only the Board or a Voting Member or an Associate Member may submit a notice of motion for inclusion as special business at a General Meeting.
- (2) All notices of motion for inclusion as special business at a General Meeting must be submitted in writing to the Secretary not less than thirty (30) clear days prior to the General Meeting.

- (3) A motion of which due notice has been given, if unsuccessful, cannot be resubmitted, nor may any other motion having a similar effect be moved at a subsequent General Meeting for a period of twelve (12) months.

16.5 **Place of General Meeting**

ALA may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

17 **SPECIAL GENERAL MEETINGS**

17.1 **Special General Meetings May be Held**

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

17.2 **Request for Special General Meetings**

- (1) The Board shall on a request in writing of Voting Members holding not less than seventy five per cent (75%) of Voting Entitlements convene a Special General Meeting.
- (2) The request for a Special General Meeting shall state the object(s) of the meeting and shall be signed by the Voting Members making the request and be sent to the Secretary and may consist of several documents in a like form, each signed by or on behalf of one or more of the Voting Members making the requisition.
- (3) If the Board does not cause a Special General Meeting to be held within 30 days after the date on which the request is sent to ALA, the Members making the request, or any of them, may convene a Special General Meeting to be held not later than 90 days after that date.
- (4) A Special General Meeting convened by Voting Members under these clauses shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board. All reasonable expenses incurred in convening the meeting shall be refunded by ALA to the persons incurring the expenses.

18 **PROCEEDINGS AT MEETINGS**

18.1 **Quorum**

- (1) No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under this Constitution to vote is present during the time when the meeting is considering that item.
- (2) A quorum for General Meetings of ALA shall be four (4) Voting Members represented by their Delegate.
- (3) If within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, the meeting:

- (a) if convened upon the requisition of Members, shall be dissolved; and
- (b) in any other case, shall stand adjourned to the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place and if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the meeting will lapse.

18.2 **Means of Meeting**

If the Board considers fit a general meeting may be conducted by means of radio telephone closed circuit television or other electronic means of audio or audio visual communication and a resolution passed by such a conference shall notwithstanding the members are not present together in one place at that time be deemed to have been passed at a general meeting of ALA held on the day on which and time at which the audio or audio visual communication took place.

19 **CHAIR AT MEETINGS**

19.1 **Chairperson to Chair**

The Chairperson shall, subject to this Constitution, chair every General Meeting of ALA.

19.2 **Where Chairperson Absent**

The Chairperson of ALA shall preside as chairman at every general meeting of ALA or, if that person or persons are not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chairperson shall preside as chairman or, if the Vice-Chairperson is not present or is unwilling to act the members present shall elect one of their number to be the chairman of the meeting.

20 **ADJOURNMENT OF MEETINGS**

20.1 **Chair May Adjourn Meeting**

The Chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

20.2 **Further Notice**

- (1) Where a meeting is adjourned for 30 days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.
- (2) Except as provided in **Clause 20.2(1)**, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

21 VOTING AT GENERAL MEETINGS

21.1 Voting Rights

- (1) Each Member Association, being a State Association as outlined in **Point 11.3 Voting Members**, of the ALA shall be entitled to one (1) vote.
- (2) Unless and until otherwise determined by the Board, in all General Meetings only Voting Members shall have the right to vote, via their appointed Delegate. Each Delegate for a State Association shall be entitled to vote at General Meetings.
- (3) No other Member is entitled to vote.
- (4) Directors of ALA shall be entitled to attend and debate at General Meetings, but shall have no voting rights.

21.2 Voting Procedure

- (a) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is demanded by the Chairman or by at least one (1) member present in person.
- (b) Unless a poll is so demanded a declaration by the Chairman 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 ALA shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

Polls

- (c) If a poll is duly demanded 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 poll shall be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.
- (d) 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 shall not be entitled to a second or casting vote.

Secret Ballots

- (e) If at a meeting a secret ballot on any question is demanded by Voting Members holding thirty per cent (30%) of Voting Entitlements, it shall be taken at the meeting in such manner as the Chair may direct and the resolution of the secret ballot shall be deemed to be a resolution of the meeting on that question and be recorded in writing.
- (f) A secret ballot that is demanded on the election of a Chair or on a question of an adjournment shall be taken immediately and a secret ballot that is demanded on any other question shall be taken at such time before the close of the meeting as the Chair may direct.

Postal Voting

- (g) Postal voting may be held from time to time in such instances as the Board may determine and shall be held in accordance with procedures prescribed by the Board.
- (h) All postal voting shall be conducted under conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Board to conduct the ballot.

PART IV – BOARD

22 BOARD

22.1 Powers of Board

- (1) The affairs of ALA shall be managed by a Board constituted under **clause 22.2**.
- (2) Subject to this Constitution and the Act, the Board:
 - (a) shall control and manage the business and affairs of ALA;
 - (b) may exercise all such powers and functions as may be exercised by ALA other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
 - (c) has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of ALA.

22.2 Composition of Board

Subject to the provisions of **clause 23**

- (a) The Board shall be comprised of no more than seven (7) Directors, five (5) of whom shall be elected in accordance with **Clause 22** and the remaining two (2) appointed by the elected Directors in accordance with **Clause 22.3**.
- (b) The Chairperson and Vice Chairperson shall be appointed by the Directors.
- (c) A Director shall not be a member of the Board of Management or any Committee of neither a Voting Member nor a Club of a Voting Member nor an employee or office holder of any Voting Member.
 - a. All members of the Board shall have one vote each.
- (d) Subject to sub clause (f) each Board Member, shall hold office from their election until the commencement of the election of Directors at the second Annual General Meeting following their election, but is eligible for re-election.

- (e) The Board shall contain a minimum of two persons of each gender unless there are less than two persons of a particular gender who are prepared to accept nomination for election as a Director.
- (f) Elected Directors shall be elected in accordance with this Constitution for a term of office which shall commence from the conclusion of the Annual General Meeting at which the election occurred.
 - (1) All elected Directors must stand down at the second Annual General Meeting following their election.
 - (2) Each Director will be eligible for re-election providing that they have served no more than four (4) consecutive terms of office, or a maximum of eight (8) years.
 - (3) That Clause 22.2(f) (2) apply to ALA Directors from its implementation at the Annual General Meeting held in November 2015, or the next Annual General Meeting at which a Director must stand down by way of agreed rotation.
 - (4) A Director, having served the maximum period of office may, and having stood down for a minimum of two (2) years, be eligible for re-election.

Should any adjustment to the term of elected Directors elected under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board. Elections to subsequent Boards shall then proceed in accordance with the procedures in this Constitution with approximately half the Board standing down each year.

22.3 Appointment of Independent Directors

- (a) The elected Directors may appoint up to two (2) independent Directors
- (b) The independent Directors, sought and appointed, may have specific skills in commerce, finance, marketing, law or business generally, or such other skills which compliment the Board composition, but need not have experience in or exposure to the sport of lacrosse. They do not need to be members of the Association
- (c) Independent Directors, sought and appointed, shall hold office for such term as is determined by the Directors appointing them, but in any event for a maximum of two (2) years.

22.4 Casual Vacancy

If there is a casual vacancy in the office of any Director, the Board may appoint a person to the vacant office and the person so appointed may continue in office up to and including the conclusion of the Annual General Meeting following the date of their appointment.

23 Appointment of Chief Executive Officer/Administrator

A Chief Executive Officer/Administrator may be appointed by the Board for such term and on such conditions as it thinks fit. Subject to this Act, this Constitution, the By-Laws and any directive of the Board, the Chief Executive Officer has power to perform all such things as

appear necessary or desirable for the proper management and administration of the Association.

24 ELECTION OF THE BOARD

24.1 Nominations of Candidates

The Secretary shall call for nominations six (6) weeks before the date of the Annual General Meeting. All Voting Members shall be notified of the call for nominations.

- (1) Nominations of candidates for election as Board Members, shall be:
 - (a) made in writing, signed by any Voting Member and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination) and to be accompanied by information as directed in the nomination process.
 - (b) delivered to the Secretary of ALA by the date specified on the notice calling for nominations.
- (2) Positions not filled shall be appointed by the Board as per **Clause 22.4** until the next AGM.
- (3) Positions not filled shall be appointed by the Board as per Clause 22.4 until the next Annual General Meeting.
- (4) All nominations received shall be submitted to the ALA Nomination Committee who will determine the appropriateness of all nominations in relation to the current skill set of the Board and according to the terms of reference of that Committee as set by the Board.
- (5) If the number of nominations accepted and endorsed by the Nomination Committee for the purpose of election exceeds the number of vacancies to be filled, an election must take place at the Annual General Meeting. No further nominations may be received at the Annual General Meeting.
- (6) If it is necessary to hold an election, a returning officer and scrutineers must be appointed by the Chair, none of whom are to be candidates for election.
- (7) The election will be conducted according to such method as the Board deems fit from time to time.

24.2 Returning Officer

- (1) The Board shall appoint, on such terms and conditions as it sees fit, a person to be returning officer and scrutineers for the election of Board Members. The returning officer and scrutineers shall not be a Delegate of a Voting Member, a Director or a member of the immediate family of a candidate for election or a member of the immediate family of a Delegate or Director.
- (2) No persons other than the returning officer and scrutineers shall be entitled to see any voting paper and the returning officer and scrutineers shall not disclose to any person the way in which any Voting Member has voted.

- (3) The decision of the returning officer on any matter relating to the elections is final and no appeal shall be made from that decision.

25 VACANCY ON THE BOARD

25.1 Grounds for Termination of Member of Board

The office of a director shall be vacated if the person:

- (1) ceases to be a director by virtue of the Act;
- (2) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (3) becomes prohibited from being a director by any order made under the Corporations Act;
- (4) becomes of unsound mind or a person whose person or estate is liable to be dealt with under the law relating to mental health;
- (5) resigns his office by notice in writing to the Company;
- (6) is removed by a special resolution of the Company in general meeting pursuant to **Clause 25.2**;
- (7) retires by rotation in accordance with this constitution.

25.2 Removal of Board Member

- (1) ALA in a Special General Meeting may by special resolution remove any Board Member, before the expiration of their term of office and appoint another person in their place to hold office until the expiration of the term of the first mentioned Board Member.
- (2) Where the Board Member to whom a proposed resolution referred to in **Clause 25.2(1)** wishes that person may make representations to the Special General Meeting called to consider the proposed resolution. That person may put such representations in writing prior to the notice of the Special General Meeting being sent out in accordance with this constitution and those representations must be forwarded with the notice of meeting. Further that Board Member has the right to address that meeting orally.

26 LEAVE OF ABSENCE

26.1 Grant of Leave of Absence

The Board may grant a leave of absence to a Director for a period not exceeding 3 months, on the submission of a written application for such leave to the Secretary.

26.2 Discretion as to Leave of Absence

The Board may, in its discretion, grant leave of absence to a Director for such period as it sees fit following consideration of an application submitted in writing to the Secretary, provided in no circumstances shall the leave of absence exceed six (6) months or the remaining term of office of the Director, whichever expires sooner.

27 QUORUM AND PROCEDURE AT BOARD MEETINGS

27.1 Convening a Board Meeting

- (1) The Board shall meet as required, but shall meet on at least 6 occasions in each year.
- (2) Unless all Directors agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced in writing or by their presence) not less than 7 days' written notice of the meeting of the Board shall be given to each Director.
- (3) Written notice of each Board meeting, specifying the general nature of the business to be transacted, shall be served on each Director by:
 - (a) delivering it to that Director personally;
 - (b) sending it in writing, by facsimile or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched);in accordance with the Director's last notified contact details and no other business shall be transacted at such a meeting.
- (4) A director may at any time and the Secretary shall on the requisition of a Director call a meeting of the Board.

27.2 Quorum

- (1) Seventy Five per cent (75%) of Directors eligible to vote shall constitute a quorum for the transaction of the business of a meeting of the Board
- (2) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week.
- (3) Subject to this **clause 27.2**, the Board may act notwithstanding any vacancy.

27.3 Procedures at Meetings

- (1) At meetings of the Board:
 - (a) the Chairperson shall chair the meeting;
 - (b) if the Chairperson is absent or unwilling to act, the Board shall appoint one of the Directors to chair the meeting.

- (2) Subject to **Clause 23.2(g)** questions arising at a meeting of the Board shall be determined on a show of hands or, if demanded by a member of the Board, by a secret ballot taken in such manner as the person presiding at the meeting may determine.
- (3) Each Director present at a meeting of the Board (including the person presiding at the meeting), is entitled to one vote only.
- (4) The Board may pass a resolution without a Board meeting being held if the majority of all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. All Directors must be served with any document to be considered under this clause. Separate documents may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs
- (5) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of the members of the Board may be held where one or more of the Board Members is not physically present at the meeting, provided that:
 - (a) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;
 - (b) notice of the meeting is given to all the members of the Board entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board and such notice specifies that the members of the Board are not required to be present in person;
 - (c) in the event that a failure in communications prevents condition (a) from being satisfied by that number of members of the Board which constitutes a quorum, and none of such members of the Board are present at the place where the meeting is deemed by virtue of the further provisions of this clause to be held then the meeting shall be suspended until condition (a) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated; and
 - (d) any meeting held where one or more of the members of the Board is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a member of the Board is there present and if no member of the Board is there present the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

27.4 Minutes

The Secretary shall keep minutes of the resolutions and proceedings of each General Meeting and Board meeting in books provided for that purpose, together with a record of the names of persons present at all meetings.

27.5 **Board Members' Interests**

A Director is disqualified by holding any place of profit or position of employment in ALA, or in any company or incorporated body in which ALA is a shareholder or otherwise interested or from contracting with ALA either as vendor, purchaser or otherwise except with express resolution of approval of the Board. Without any such approval any such contract or any contract or arrangement entered into by or on behalf of ALA in which any Director is in any way interested will be voided for such reason.

27.6 **Disclosure of Interests**

The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or arrangement after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the Director becomes so interested.

27.7 **General Disclosure**

A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under **Clause 27.6** as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

27.8 **Recording Disclosures**

It is the duty of the Secretary to record in the minutes any declaration made or any general notice as aforesaid given by a Director in accordance with **Clause 27.6 and Clause 27.7**.

27.9 **Conflicts**

A Director, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the Director is interested. If the Director votes the vote shall not be counted.

28 **DELEGATIONS**

- (1) Other than its power of delegation under this clause and powers under **Clause 36** the Board may delegate any of its powers to committees consisting of such persons as the Board thinks fit. Any such committee shall conform to this Constitution where applicable and or any Regulations that may be imposed on it by the Board in the exercise of the powers so delegated. Any such committee must exercise the powers delegated to it in accordance with any directions of the Board. The effect of the committee exercising a delegated power in this way is the same as if the Board exercised the power.
- (2) The Board shall appoint the chairpersons and members of all committees. If at any meeting the chairperson is not present within ten minutes after the time appointed for holding the meeting, the members present may elect one of their number to be chair of the meeting. A committee may meet and adjourn, as it thinks proper.

- (3) The Board may recall or revoke any such delegation or appointment and may amend or repeal any decision made by such committees.
- (4) Within thirty (30) days of any meeting of any committee, the committee shall send a copy of the minutes and any supporting documents to the Secretary.
- (5) The Board may appoint one (1) or more advisory boards consisting of such persons or Directors as the Board thinks fit. Such advisory boards shall act in an advisory capacity only. They shall conform to any regulations or limits on its power that may be imposed by the Board and subject thereto shall have power to co-opt any other person to assist it.

PART V - MISCELLANEOUS

29 SIGNING OF NEGOTIABLE INSTRUMENTS

All cheques, drafts, bill of exchange, promissory notes and other negotiable instruments shall be signed by two elected Directors of ALA in such manner as approved by the Board from time to time.

30 COMMON SEAL

- (1) ALA may have a common seal. If it does then:
 - (a) the common seal must comply with the Act;
 - (b) the Board shall provide for the safe custody of the common seal;
 - (c) the seal shall only be used by the authority of the Board or of a committee of the Board authorized by the Board.
 - i. If ALA does have a common seal then it may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by two elected Directors of ALA; or
 - ii. ALA may execute a document without using a common seal if the document is signed by two elected Directors of ALA after authorization of the Board;
- (2) A Director shall NOT sign a document to which the seal of ALA is fixed where the Director is interested in the contract or arrangement to which the document relates.

31 AUDIT AND RISK COMMITTEE

That the ALA has in place an Audit and Risk Committee which includes at least one (1) External and independent Certified Practising Accountant or Chartered Accountant along With two (2) ALA appointed Committee Members. The Committee is to report to the ALA Board with regard to any potential risks associated with the operation of the sport.

32 RECORDS AND ACCOUNT

- (1) The Board shall cause proper accounting and other records to be kept and shall Distribute copies of financial statements as required by the Act.
- (2) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of ALA or any of them will be open to the inspection of Members not being Directors. No Member (not being a Director) has any right of inspecting any accounting or other records of ALA except as conferred by the Act or this Constitution or authorized by the Board or by a resolution passed at a General Meeting.

33 AUDITOR

A properly qualified auditor or auditors shall be appointed and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.

34 DISSOLUTION

ALA can only be dissolved by Special Resolution.

35 INDEMNITY AND INSURANCE

- (1) ALA will indemnify (either directly or through one or more interposed entities) any person who is or has been a Director or manager of ALA and, if so resolved by the Board, the auditor of ALA, out of the funds of ALA against the following:
 - (a) any liability to another person (other than ALA or a related body corporate) unless the liability arises out of conduct involving a lack of good faith or negligence, breach of duty, breach of contract or breach of trust;
 - (b) any liability for costs and expenses incurred by that person:-
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Act save for any liability that arises from the negligence, lack of good faith, breach of duty, breach of contract or breach of trust by that person.
 - (iii) ALA will ensure that any person who has been, is presently or a future Director or secretary, employee or Trustee of ALA is appropriately covered by indemnity insurance. Such cover to be instigated, maintained and or renewed as deemed fit by the Board out of the funds of ALA.

36 SERVICE OF NOTICES

- (1) ALA may give notice to any Director or Member:
 - (a) personally; or
 - (b) by sending it by post to the address of the Director as notified to the Board or the address for the Member in the register of members or the alternative address (if any) nominated by the Director or Member; or
 - (c) by sending it to the facsimile number or electronic address (if any) nominated by the Director or the Member.

- (1) Any notice sent by post is taken to have been given three (3) days after it is posted. Any notice sent by facsimile or other electronic means is taken to be given on the business day after it is sent.

37 REGULATIONS

- (1) The Board may formulate, issue, adopt, interpret and amend such Regulations and/or By-laws for the proper advancement, encouragement, management and administration of ALA, the advancement of the objects of ALA and lacrosse as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution and any policy directives of the Board.
- (2) All Regulations made under this clause shall be binding on ALA, State Associations and Members of ALA.
- (3) Amendments, alterations, interpretation or other changes to Regulations shall be advised to Members by means of notice approved by the Board. Notices shall be binding upon all Members.

Dated the 15th day of March 2007

Name, address and
Signature of Subscriber Witness to signature
Occupation of of subscriber
and address subscriber of witness.

Lacrosse SA Inc R. L. Hewitson
Lacrosse SA Inc A. C. Carr