



**RULES  
of  
ARCHERY  
VICTORIA  
INCORPORATED**

**2019**

## Contents

1. NAME.....	4
2. PURPOSES OF ARCHERY VICTORIA.....	4
3. POWERS OF AV .....	5
4. APPLICATION OF INCOME.....	5
5. LIMITATION OF RIGHTS AND LIABILITY OF MEMBERS.....	5
6. INTERPRETATION CLAUSE.....	5
7. INTERPRETATION AND DEFINITIONS .....	6
8. QUALIFICATIONS FOR MEMBERSHIP .....	8
9. MEMBERSHIP FEES.....	12
10.REGISTER OF MEMBERS.....	13
11.CESSATION OF MEMBERSHIP .....	13
12.DISCIPLINE OF MEMBERS.....	14
13.GRIEVANCE PROCEDURE .....	17
14.ANNUAL GENERAL MEETINGS .....	19
15.SPECIAL GENERAL MEETINGS.....	20
16.NOTICE OF MEETINGS.....	20
17.PROCEEDINGS AT MEETINGS.....	21
18.PRESIDING AT MEETINGS .....	22
19.ADJOURNMENT OF MEETINGS.....	22
20.VOTING AT GENERAL MEETINGS .....	22
21.BOARD.....	25
22.ELECTION OF DIRECTORS.....	27
23.VACANCY ON THE BOARD .....	28
24.LEAVE OF ABSENCE .....	29
25.QUORUM AND PROCEDURE AT BOARD MEETINGS.....	29
26.DELEGATED POWERS AND DUTIES .....	32
27.MANAGEMENT OF FUNDS .....	33
28.COMMON SEAL .....	33
29.ALTERATION OF RULES .....	34
30.DISSOLUTION .....	34
31.AUTHORITY TO TRADE.....	34
32.INDEMNITY.....	34
33.AUDIT .....	35

**34. SERVICE OF NOTICES .....35**  
**35. CUSTODY OF BOOKS AND OTHER DOCUMENTS.....35**  
**36. MEMBERS’ ACCESS TO BOOKS AND OTHER DOCUMENTS .....35**  
**37. MEMBERS’ ACCESS TO MINUTES .....35**  
**38. SOURCES OF FUNDS .....36**  
**39. REGULATIONS .....36**  
**40. JURISDICTION AND ENFORCEABILITY .....36**



## **RULES**

**of**

### **ARCHERY VICTORIA INCORPORATED**

#### **1. NAME**

The name of the association is Archery Victoria Incorporated, trading as Archery Victoria (**AV**).

#### **2. PURPOSES OF ARCHERY VICTORIA**

AV is the recognised governing body for Archery in Victoria and is established to:

- (1) provide for the representation, promotion and support of archers and archery clubs throughout Victoria and elsewhere;
- (2) at all times act for and on behalf of, and in the interests of, the Members;
- (3) be a member association of and otherwise liaise with Archery Australia and with such other bodies as may be desirable to achieve these Purposes;
- (4) promote and control the growth of Archery by raising the profile of, and increasing the awareness of the benefits of recreational archery and its associated programs and to provide an avenue for health, fitness and wellbeing, and in the management and control of state competitions;
- (5) promote fair play, safety and enjoyment of archery through its codes of conduct;
- (6) raise the skill level and performance of competitive Archery through the improvement of the administration and the standard of coaching;
- (7) encourage the development of opportunities and programs aimed at improving access, equity and participation in all areas of Archery;
- (8) foster and coordinate efficient and effective administration in cooperation with the registered member archery clubs;
- (9) be the primary body representing Archery in the State of Victoria;
- (10) pursue through itself or others such commercial arrangements, including sponsorship and marketing opportunities as are appropriate to further these Purposes;
- (11) formulate or adopt and implement appropriate policies, including in relation to harassment, discrimination, equal opportunity, equity, child safety, drugs in sport, health, safety, junior and senior programs and such other matters as arise from time to time as issues to be addressed in Archery;
- (12) do all that is reasonably necessary to enable these Purposes to be achieved and to enable Members to receive the benefits which these Purposes are intended to achieve; and
- (13) undertake and/or do all things and activities which are necessary, incidental or conducive to advance these Purposes.



### 3. POWERS OF AV

Solely for furthering the Purposes in **Rule 2** AV has, in addition to the rights, powers and privileges conferred on it under the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act*.<sup>1</sup>

### 4. APPLICATION OF INCOME

4.1 The income and property of AV shall be applied solely towards the promotion of the Purposes.

4.2 No portion of the income or property of AV shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member, but this shall not preclude payment to a Member or Director in good faith for expenses incurred or services rendered.

### 5. LIMITATION OF RIGHTS AND LIABILITY OF MEMBERS

5.1 Except as otherwise provided by this Act or the rules of an incorporated association, a member of the committee, the secretary or a member of AV is not, merely because of being such a member or the secretary, liable to contribute towards the payment of:

- (a) the debts and liabilities of AV; or
- (b) the costs, charges and expenses of the winding up of AV.

5.2 Unless expressly provided by this Act or the rules of an incorporated association, membership of AV must not be taken to confer on a person any right, title or interest (whether legal or equitable) in the property of AV.

### 6. INTERPRETATION CLAUSE

6.1 These Rules expressly displace the model rules under the Act.

6.2 The specification of the Purposes in **Rule 2** are not in any particular order, and are not to be construed or interpreted so as to lead to the construction or interpretation any way that any purpose is more important than any other purpose nor than any purpose which is specified in detail is more important than any purpose which has not been specified in detail, and no particular purpose will be limited by reference to

---

<sup>1</sup> Section 124 states that a company has the legal capacity and powers of an individual both in and out of Australia.



any other and the rule of construction known as the *ejusdem generis* rule shall not apply.

## 7. INTERPRETATION AND DEFINITIONS

### 7.1 Definitions

In these Rules, unless the contrary intention appears:

**Act** means the *Associations Incorporation Reform Act 2012 (Vic)*.

**Affiliated Member** means a Member under **Rule 8.4**.

**Archery Club** means a body which is a member of AV and the club's Individual Members and affiliates who and which take part in Archery activities and has the same meaning as **Member Club** and **Club**.

**Board** means the Board of AV, comprising Directors elected and appointed under **Rule 21.2(1)**.

**Board Special Resolution** means a resolution passed by at least three-quarters of the Board present and entitled to vote, at any duly convened meeting of the Board.

**Casual vacancy** means the vacancy arising from the departure of a Director during their term of election or appointment.

**Chair** means the Director appointed as President under **Rule 21.2(2)** or such other person chosen by the Board to chair a meeting as outlined in these rules.

**Delegate** means a representative of a Member Club appointed under **Rule 8.6**.

**Director** shall be any of those persons appointed under **Rule 21.2(1)**, and where appropriate shall include any person appointed to fill a casual vacancy under **Rule 21.3** or acting as a temporary replacement under **Rule 24.2(1)**.

**Executive Officer** means the person appointed to the position of Executive Officer or similar or substitute position from time to time, by whatever name called, under **Rule 26.3** and shall have the same meaning as Secretary.

**Discipline Committee** means the Committee appointed under **Rule 26.2**.

**Financial Year** means the year commencing 1 July and concluding 30 June.

**General Meeting** means a meeting of Members convened under **Rules 14** and **15**.

**Individual Member** means a natural person who is a member of AV under **Rule 8.5**.

**Intellectual Property** means all rights subsisting in copyright, trade names, trade marks, logos, designs, equipment, images (including photographs, videos or films) or service marks relating to AV or any sport or any event, competition or activity conducted, promoted, underwritten, sponsored or administered by AV.



**Life Member** means an individual appointed as a Life Member of the Association under **Rule 8.3**.

**Member** means a member of AV for the time being under **Rule 8**.

**Member Club** means a body which is a member of AV and the club's Individual Members and affiliates who and which take part in Archery activities and has the same meaning as **Archery Club** and **Club** and means a member under **Rule 8.4**.

**Policies** means another form of regulations made by the Board under **Rule 39**.

**Purposes** means the purposes of AV in **Rule 2**.

**Register** means the register of Members kept under **Rule 10**.

**Regulations** means any regulations made by the Board under **Rule 39** and include policies.

**Rules** means these Rules of AV.

**Seal** means the common seal of AV (if any) and includes any official seal of AV.

**Secretary** means the Secretary of AV (and shall have the same meaning as Executive Officer) or when used in respect of a Club means, - where a person holds office under the rules of that Club as secretary – that person.

**Special Resolution** means a resolution at a meeting:

- (a) of which not less than 42 days' notice has been given under these Rules specifying the intention to propose the resolution as a special resolution; and where;
- (b) of the members entitled to vote under these Rules who vote (either in person or by proxy), not less than three quarters vote in favour of the resolution,

or such other majority or procedure as is required under the Act from time to time.

**Voting Members** means those Member Clubs entitled to vote at General Meetings.

## 7.2 Interpretation

In these Rules:

- (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 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 *Acts Interpretation Act 1958* (Vic) and 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); and
- (9) 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.

### **7.3 Enforceability**

If any provision of these Rules or any phrase contained in them 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 these Rules or affecting the validity or enforceability of that provision in any other jurisdiction.

## **8. QUALIFICATIONS FOR MEMBERSHIP**

### **8.1 Categories of Member**

The Members shall be, and shall be divided into, the following categories;

- (1) Member Clubs;
- (2) Individual Members;
- (3) Life Members;
- (4) Such other category or categories of Members in accordance with **Rule 8.2** below.

### **8.2 Creation of New Categories**

The Board shall, by a Board Special Resolution, have the right to create from time to time, new categories of membership with such rights, privileges and obligations as are determined applicable, even if the effect of creating a new category creates, alters or extinguishes rights, privileges or obligations of any existing category of Members.



### **8.3 Life Members**

- (1) The Board may recommend (of itself or, following nomination by a Club or three or more Individual Members) to an Annual General Meeting that any person who has rendered distinguished service to AV, where such service is deemed to have assisted the advancement of sport in Victoria as an archer or administrator or otherwise, be appointed as a Life Member.
- (2) The Board may determine criteria against which to assess any candidate recommended for Life Membership, prior to the nomination proceeding to the AGM in accordance with subclause (3) below;
- (3) A resolution of an Annual General Meeting to confer life membership on the recommendation of the Board must be passed by a Special Resolution.
- (4) Only four (4) Life Members may be elected in any one year.

### **8.4 Member Club**

To be eligible for membership, an Archery Club

- (1) shall be engaged in conducting, playing, controlling or promoting approved Archery activities; and
- (2) shall meet any criteria for membership as determined by the Board in accordance with Rule 8.6(1)(b).

### **8.5 Individual Member**

Membership of AV for an Individual Member is automatic upon paying the requisite membership fee to his or her archery club in accordance with clause 9.

- (1) A person aged over the age of 18, upon joining an archery club, shall be bound by the rules of the archery club and of AV.
- (2) The parent and/or parents and/or guardian and/or guardians of a child or children under the age of 18, upon the joining an archery club, on behalf of a child or children shall themselves be deemed to be members of the archery club, and of AV for the purposes of being bound by the rules of the archery club, and of AV.
- (3) No person who is not a registered member of an archery club, and of AV, is entitled to hold any role or position in an archery club.
- (4) Each Member Club shall within 14 days of an Individual Member paying the membership fee and agreeing, in writing to the terms and conditions of membership of AV, submit to AV the name, address, email, phone number and Archery status or category of the Individual Member.



## 8.6 Application for Membership

### 8.6.1 New Member Club

- (1) Subject to these Rules, an Application for Membership as a new Member Club must be in writing (including in electronic form) in the form approved by the Board which may be varied by the Board from time to time. The applicant club shall:
  - (a) submit an application form accompanied by a copy of the club's constitution or rules (where applicable) which must be acceptable to the Board, comply with the Act and substantially conform with these Rules;
  - (b) comply with the Compliance Criteria as determined by the Board from time to time, and set out in the New Member Club Policy/AV bylaws, by which AV can assess the club's suitability for membership; and
  - (c) upon approval for admission to membership, the payment of any fee or fees which may be determined by the AV Board from time to time.
- (2) Upon receipt of the new Member Club Application Form from an applicant club under Rules 8(6)(1)(a), the Secretary will commence the compliance process as set out in the New Club Policy and, upon completion of that process, will refer the application to the Board for approval or otherwise.
- (3) For the period of the Compliance Criteria process the club shall hold a probationary membership in accordance with the Forming a New Club Policy/bylaws.
- (4) If the Board approves the application for a Member Club membership the Secretary shall, as soon as practicable, notify the applicant in writing that it is approved for membership, which shall commence on entry into the Register and payment of any fees.
- (5) If the Board does not approve a nomination for Member Club membership, the Secretary shall, as soon as practicable, notify the applicant in writing that it is not approved as a Member Club. The Board will provide reasons for non-approval based on the compliance criteria. There is no appeal against the decision. The applicant is eligible to reapply at the expiration of three months from the date of the Board's decision.

### 8.6.2 Member Club renewal of membership

- (1) In order to retain the rights and privileges of membership, all Member Clubs must renew their membership annually in accordance with the requirements determined by the Board from time to time.



- (2) AV may accept or reject an application for renewal of membership or require the Member to provide further information or comply with such other reasonable requirements as the Board sees fit.

#### 8.6.3 No warranty

- (1) A person shall not represent that any Member Club is a Member unless the Club so represented has been registered as a Member under these Rules.

### 8.7 Delegate of Member Club

- (1) The Member Club may appoint one of its members as a Delegate, to represent the interests of the Member Club at General Meetings, and such person shall be notified to AV not less than 48 hours prior to the advertised start time of any General Meeting.
- (2) The Delegate would normally be the President of the Member Club but the Member Club may appoint an alternative Delegate at its absolute discretion. Unless notified otherwise the position appointed as the Delegate will remain the Delegate for the Member Club for all successive General Meetings.
- (3) Each Delegate shall comply with the directions given by a resolution of the Member Club, including in respect of voting, and if required by the Board, shall provide to the Board evidence of such compliance.

### 8.8 Effect of Membership

- (1) Each Member acknowledges and agrees that:
- (a) these Rules constitute a contract between each Member and AV and that they are bound by these Rules, Bylaws and Policies;
  - (b) the Member shall comply with and observe these Rules, any Bylaws and Policies, the Act and its 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 these Rules, the Act and its Regulations the Member subject to the jurisdiction of AV; these Rules, the Act and its Regulations are necessary and reasonable for promoting the purposes of AV;
  - (d) the Member is entitled to all benefits, advantages, privileges and services of membership;
  - (e) the Member will act in good faith to ensure the maintenance and improvement of the standards, quality and reputation of AV and for the collective and mutual benefit of Members and of Archery in general;



- (f) the Member will not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of AV or Archery;
  - (g) the Member may not acquire a material or financial benefit or advantage at the expense of AV, another Member or Archery; and
  - (h) the Member will act in pursuit of the Purposes and in and for the benefit of all Members, AV and Archery.
- (2) Members have the following privileges by virtue of membership of AV:
- (a) to respectfully express in writing or otherwise their views and opinions in any meeting in respect of which they are entitled to participate in accordance with these Rules;
  - (b) to make proposals or submissions to the Board;
  - (c) to engage and participate in any activity approved, sponsored or recognised by AV; and
  - (d) to conduct any activity approved by AV.
- (3) A right, privilege or obligation of a Member or Club by reason of their membership of AV:
- (a) is not capable of being transferred or transmitted to another Member or Club; and
  - (b) terminates upon the cessation of membership whether by death or resignation or otherwise; or
  - (c) terminates upon suspension (for the duration of the suspension) or expulsion of the member.

## 9. MEMBERSHIP FEES

- (1) The Board shall determine all matters relating to fees payable by Members (or any category of Member) to AV including but not limited to annual membership fees, application fees, entry fees, fines, and levies and any interest payable on any overdue amount owed by that Member to AV.
- (2) Where:
- (a) a Member has not paid an amount due by that Member to AV (Debt) by the due date for payment the Board may suspend that Member's rights on such terms as it sees fit; or
  - (b) a Member fails, repeatedly, to pay a Debt that Member may be subject to discipline by AV in accordance with any applicable policies, rules or regulations of AV.



## **10. REGISTER OF MEMBERS**

### **10.1 Secretary to Keep Register**

- (a) The Secretary shall keep and maintain a Register of Members in which shall be entered, as soon as practicable after approval of membership or receipt of the relevant information by the Secretary (as the case may be) the full name, address, category of membership, date of entry of the name of each Member, date of cessation of membership and any other information reasonably determined by the Board.
- (b) The Register may be held and managed by Archery Australia as the Board determines.

## **11. CESSATION OF MEMBERSHIP**

### **11.1 Notice of Resignation**

- (1) The membership of a Member ceases on resignation, expulsion, death or, in the case of an incorporated Voting Member, on becoming insolvent.
- (2) Any Member which has paid all monies due and payable to AV may resign from AV by giving one (1) months notice in writing to AV of such intention to resign and upon the expiration of that period of notice, the Member shall cease to be a member.
- (3) In addition, a Member is deemed to have resigned if:
  - (a) the Member's annual subscription or renewal fee is more than 4 months in arrears; or,
  - (b) where no annual subscription or renewal fee is payable;
    - (i) the Secretary has made a written request to the Member to confirm that the Member wishes to remain a Member; and
    - (ii) the Member has not, within 4 months after receiving that request, confirmed in writing that the Member wishes to remain a member unless the Board in its sole discretion determines otherwise.
- (4) Notwithstanding the resignation of a Member pursuant to either clause 12(2) or clause 12(3) any monies owing by that Member to AV at the date of resignation shall remain a debt due and owing to AV.
- (5) The Secretary must, as soon as practicable, enter the date the Member ceased to be a member in the Register.
- (6) Upon cessation of membership all rights and entitlements of that Member whatsoever shall cease, and the Member must return to AV immediately all documents, records or any other property of AV in whatever form.
- (7) There shall be no refund of fees and like monies paid following a resignation.



## 11.2 Forfeiture of Rights

A Member who or which ceases to be a Member, for whatever reason including but not limited to the non-payment of membership fees, shall forfeit all rights to participate in all and any archery activities, and all right in and claim upon AV and its property including Intellectual Property, and will be and remain subject to the provisions in Rule 9(2).

## 12. DISCIPLINE OF MEMBERS

12.1 The Board may make a Policy that deals with grievance and discipline matters (Grievance and Discipline Policy) to give effect to Rules 12 and 13 herein, providing that such Policy ensures that the principles of natural justice are and remain preserved in dealing with such matters.

### 12.2 Breach by Member

A Member shall not:

- (1) breach, fail, refuse or neglect to comply with a provision of these Rules, or any policy, resolution or determination of the Board;
- (2) act in a manner unbecoming of a Member or prejudicial to the purposes and interests of AV or Archery in general; or
- (3) bring AV or Archery in general into disrepute.

### 12.3 Report of Discipline Matter

- (1) Any Member, Director, official or other interested person (in this Rule, "complainant") may give written notice of a complaint relating to the conduct or otherwise of a Member to the Secretary.
- (2) The Secretary shall as soon as practicable, but within seven (7) days,
  - (a) Remit the matter to the relevant club or clubs if the club of which the complainant is a member has not dealt with it; or
  - (b) Convene a discipline panel to deal with the complaint.

### 12.4 Consideration of Matter

- (1) The members of the Discipline Panel so convened shall, as soon as practicable after receiving a notice under **Rule 12.2(2)**, consider the matter, and shall within 14 days of receiving such notice, determine whether:
  - (a) the matter should be dismissed, because, in its determination, there has been no relevant breach of discipline in accordance with **Rule 12.1**; or
  - (b) the matter warrants further review and determination in accordance with the principles of natural justice (in this Rule "preliminary determination").



- (2) If the Discipline Panel determines the complaint should be dismissed under **Rule 12.4.1(a)**, it shall, as soon as practicable, give written notice to the Secretary of its determination which decision will be transmitted to the complainant. There is no appeal against a decision made under **Rule 12.4(1)(a)**.
- (3) If the Discipline Panel determines the matter warrants further review under **Rule 12.4(1)(b)**, it shall, as soon as practicable, serve a notice in writing on the Member:
- (a) setting out its preliminary determination, and including the grounds on which this preliminary determination has been reached;
  - (b) stating that the Member (personally or by its Delegate, or by its adult representative (not being legally trained or qualified)) may address the Discipline Panel at a meeting to be held not earlier than 14 and not later than 28 days after service of the notice;
  - (c) stating the date, place and time of that meeting;
  - (d) informing the Member that they may do one (1) or more of the following:
    - (i) attend that meeting; and/or
    - (ii) give AV, before the date of that meeting a written statement setting out relevant information surrounding the complaint, and (if appropriate) seeking dismissal of the complaint.

## 12.5 Meeting of Discipline Panel

The Discipline Panel may conduct the meeting convened in accordance with **Rule 12.3(2)** in such manner as it sees fit, but shall:

- (1) give to the Member every opportunity to be heard;
- (2) give due consideration to any written statement submitted by the Member;
- (3) allow the Member to have an adult representative, which representative shall not be legally trained or qualified; and
- (4) by resolution, determine whether to dismiss or uphold the complaint;

and may:

- (5) request and/or require the complainant or any other witness to attend the meeting and/or provide (wherever possible, in writing) such evidence as is available.



## 12.6 Discipline Panel Resolution

The Discipline Panel, having had regard to any submission or evidence of the Member, may by resolution:

- (1) impose a warning;
- (2) reprimand the Member;
- (3) fine the Member;
- (4) direct that any rights, privileges and benefits provided to that Member by AV be suspended for a specified period and/or terminated;
- (5) suspend the Member from membership of AV for a specified period;
- (6) expel the Member from AV; and/or
- (7) impose any other such penalty as the Discipline Panel considers appropriate;

if the Discipline Panel considers that the Member has committed a breach of discipline contrary to **Rule 12.1** above.

## 12.7 Appeals from Decision of Discipline Panel

- (1) The Member may exercise a right of appeal to the Appeals Panel the members of which shall be drawn from the Discipline Panel constituted pursuant to **Rule 26.2** but will be persons other than those who made the decision being appealed.
- (2) The appeal must be lodged in writing no later than 7 days after the date of the Discipline Panel decision being made setting out the grounds of appeal and accompanied by a fee of \$100.00.
- (3) The grounds of appeal shall be confined to one or more of
  - (i) A failure to apply the rules of natural justice or procedural fairness;
  - (ii) The presentation of new evidence not available at the Discipline Panel hearing;
  - (iii) An error of fact or law.

## 12.8 Notice of Appeal to AV

Where AV receives a notice under **Rule 12.7** indicating the Member wishes to appeal, the Secretary shall convene an appeal hearing in accordance with these Rules, to be held within 28 days of the date on which AV received such notice.



### 12.9 Decisions Binding

Decisions of the Appeals Panel will be binding upon AV and the Member. There is no further right of appeal against a decision of the Appeals Panel.

### 12.10 Continuation of Rights

Until such time as the procedures set down under this **Rule 12** are exhausted and/or a final determination is made, the Member or Members shall be entitled to exercise all the usual rights of membership under these Rules unless determined otherwise by the Board.

### 12.11 Bar to proceedings

Every Member acknowledges and agrees that this Rule 12.10 may be pleaded as an absolute bar to proceedings, suit or action against AV, and agrees that they will not become a party to any suit, at law or equity, against AV, its Directors and officers or any other person subject to these Rules, until all remedies allowed by these Rules have been exhausted, save with the written consent of AV.

## 13. GRIEVANCE PROCEDURE

### 13.1 Notice of Dispute

(1) Any Member, Director, official or other interested person may give written notice of a dispute under these Rules (not being a Discipline matter within the meaning of **Rule 12.1**) between:

- (a) Members; or
- (b) a Member or Members and AV;

to the Secretary.

(2) The Secretary shall as soon as practicable, but within 7 days, forward written details of the dispute to all parties to the dispute, requiring the parties to meet to discuss and attempt to resolve the dispute in good faith, within 14 days of the notice of dispute being forwarded to all parties or such other time as the parties agree.

(3) If requested by any one or more parties to the dispute, the Secretary shall facilitate the arrangement of the meeting referred to in **Rule 13.1(2)**.

### 13.2 Dispute referred to Mediation

If the parties are unable to resolve the dispute at the meeting referred to in **Rule 13.1(2)**, or if any party fails to attend that meeting, or the meeting does not occur, then, unless all parties agree to continue attempts to resolve the dispute in good faith, the parties shall proceed to mediate the dispute in accordance with this **Rule 13**.



### 13.3 Appointment of Mediator

If the matter proceeds to mediation in accordance with **Rule 13.2**, an independent mediator (who shall have no connection with the parties and/or the club and/or AV) shall be appointed to mediate the dispute within 14 days of the meeting (or the time for the meeting) referred to in **Rule 13.1(2)**, the mediator shall be:

- (1) a person having knowledge and expertise in relation to sport generally and the subject matter of the dispute; and
- (2) a person agreed by the parties, or
- (3) in the absence of an agreement a mediator appointed via the Law Institute of Victoria or the Australian and New Zealand Sports Law Association Inc by the Secretary and President of AV.

### 13.4 Mediation Procedure

- (1) The mediation shall be administered by the mediator. In particular, the mediator shall have control of the timetable for the undertaking of the mediation, but in any event the mediation shall be completed within 30 days of the appointment of the mediator.
- (2) The mediator shall conduct the mediation in accordance with current and established principles of mediation, but shall:
  - (a) give to the parties every opportunity to be heard;
  - (b) allow due consideration by all parties of any written statement submitted by any party;
  - (c) allow each of the parties to appoint any person to act on their behalf in respect of the mediation; and
  - (d) otherwise ensure natural justice is accorded to the parties to the dispute throughout the mediation process.
- (3) The cost of the mediation shall be equally borne by all parties.
- (4) The parties to the dispute shall, in good faith, attempt to settle the dispute by mediation. No determination of the dispute shall be made by the mediator.
- (5) If the dispute referred to mediation in accordance with **Rule 13.2** is not resolved, AV may;
  - (a) Suspend the parties until such time as they resolve the matters between themselves;
  - (b) Require the parties to attend a managed conversation to be auspiced by AV and in the event of one or both parties failing to attend both parties will be suspended in accordance with (a);



- (c) Require one or both parties to attend such counselling as it determines appropriate in the circumstances and in the event of one or both parties failing to attend both parties will be suspended in accordance with (a);
- (d) Such other measure or measures as it determines necessary to bring the matter to closure which, if refused by one or both parties, shall result in their suspension in accordance with (a); and
- (e) Attendance at (b), (c) and (d) above shall be at the expense of the parties.

## **14. ANNUAL GENERAL MEETINGS**

### **14.1 Annual General Meeting to be Held**

AV shall in each calendar year convene and hold an Annual General Meeting of its Member Clubs and Life Members in accordance with the Act and on a date and at a time and venue to be determined by the Board.

### **14.2 Ordinary Business**

The ordinary business of the Annual General Meeting shall be to:

- (1) confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- (2) receive from the Board, reports upon the transactions of AV during the last preceding year;
- (3) elect the Directors; and
- (4) receive and consider such statements as are required to be submitted by the Board in accordance with the Act.

### **14.3 Special Business**

The Annual General Meeting may transact special business of which notice is given in accordance with these Rules and such notice shall be

- (a) In writing; and
- (b) If a special resolution, state the proposed resolution in full and state the intention to propose it as a special resolution.

### **14.4 Additional Meetings**

- (1) The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.
- (2) The Board will hold at least one (1) member forum each year which will not be subject to the rules of meetings set out herein.



#### **14.5 Entitlement to Attend Annual General Meeting**

The only persons entitled to be present at Annual General Meetings of AV shall be the Members and Directors (personally, or by their Delegates), except with the prior consent of the Board in its discretion.

#### **14.6 Other General Meetings**

All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with the provisions of these Rules.

### **15. SPECIAL GENERAL MEETINGS**

#### **15.1 Special General Meetings**

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

#### **15.2 Requisition of Special General Meetings**

- (1) The Board shall on the requisition in writing of twenty-five per cent (25%) of Member Clubs convene a Special General Meeting.
- (2) The requisition for a Special General Meeting shall state the object(s) of the meeting and shall be signed by the Secretaries of the Member Clubs making the requisition and be sent to AV and may consist of several documents in a like form, each signed by 1 or more of the Member Clubs making the requisition.
- (3) If the Board does not cause a Special General Meeting to be held within one (1) month after the date on which the requisition is sent to AV, the Member Clubs making the requisition, or any of them, may convene a Special General Meeting to be held not later than three (3) months after that date.
- (4) A Special General Meeting convened by Member Clubs under these Rules shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.
- (5) No business other than that stated in the notice of meeting given in accordance with this Rule may be conducted at a Special General Meeting.

### **16. NOTICE OF MEETINGS**

#### **16.1 Notice to be Given**

- (a) The AV Secretary shall, at least 60 days before the date fixed for holding a General Meeting, cause to be sent to each Member Club, a notice in the manner described in **Rule 34**, stating the place, date and time of the meeting, the nature of the proposed business to be transacted at the meeting and the manner in which the meeting will be held.



- (b) For the purposes of (a) a notice sent to a Member Club shall be deemed to have been served on it by it having been sent electronically to the person whose name and email address has been provided to AV to enable AV to send such notice of meeting and other documentation relevant to the meeting.

## **16.2 Business of Meeting**

- (1) No business other than that set out in the notice convening the meeting shall be transacted at the meeting.
- (2) A Member desiring to bring any business before a meeting shall give at least 30 days' notice in writing of that business to AV which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

## **17. PROCEEDINGS AT MEETINGS**

### **17.1 Special Business**

All business that is transacted at a Special General Meeting or the Annual General Meeting with the exception of that referred to in **Rule 14.2** as the ordinary business of the Annual General Meeting shall be special business as set out in **Rule 14.3**.

### **17.2 Quorum**

- (1) No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under these Rules to vote is present during the time when the meeting is considering that item.
- (2) Twenty-five per cent (25%) of Member Clubs present in person or electronically shall constitute a quorum for the transaction of the business at a General Meeting.
- (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 Members present (being not less than 5) shall be a quorum.

### **17.3 Conduct of Meeting**

- (1) Subject to the Act and these Rules the conduct of a General Meeting is to be determined by the Board.
- (2) If any question arises at a General Meeting in relation to the order of business, procedure or conduct of the meeting such question shall be referred to the Chair whose decision shall be final.



## **18. PRESIDING AT MEETINGS**

### **18.1 AV President to Preside**

The AV President shall preside at each General Meeting of AV.

### **18.2 Where AV President Absent**

- (1) If the AV President is absent or is unwilling or unable to preside, the AV Vice President shall preside; and
- (2) If the AV President and Vice President are absent or are unwilling or unable to preside, the Board shall appoint one of its members to preside at the meeting.

## **19. ADJOURNMENT OF MEETINGS**

### **19.1 Person Presiding May Adjourn Meeting**

The person presiding under these Rules at 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.

### **19.2 Further Notice**

- (1) Where a meeting is adjourned for 14 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 **Rule 19.2(1)**, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **20. VOTING AT GENERAL MEETINGS**

### **20.1 Voting Rights**

Unless and until otherwise determined by the Member Clubs in General Meeting, Member Clubs shall have the following voting rights, as Voting Members, in General Meetings:

- (1) Member Clubs shall be entitled to appoint one (1) Delegate, each of whom shall be entitled to participate in debate and exercise one (1) vote on behalf of the Member Club at General Meetings.
- (2) Life Members and Individual Members shall not be entitled to vote, but shall be entitled to participate in debate, at General Meetings, at the discretion of the Chair of the meeting.
- (3) A Member Club, being a Voting Member, may not attend, debate or vote at a General Meeting if:
  - (a) fewer than 10 business days have passed since the member became a member of AV; and/or



(b) all moneys due and payable by the Member to AV have not been paid by the date of the General Meeting; and/or

(c) the Member's membership rights are, at the date of the General Meeting, suspended for any reason.

## 20.2 General rights of a Voting Member

A Voting Member has the right to:

- (1) receive notice of General Meetings and of proposed Special Resolutions in the manner and time prescribed by the Constitution;
- (2) submit items of business for consideration at a General Meeting;
- (3) have access to the minutes of General Meetings in accordance with **Rule 37**; and
- (4) inspect, but not copy, the Register or any part of it in accordance with the Act and subject to the Privacy Act.

## 20.3 Voting Procedure

- (1) All votes shall be lodged personally or by proxy.
- (2) Unless otherwise determined by the Chair and/or required by the manner in which the meeting is being held, a question arising at a General Meeting shall be determined on a show of hands.
- (3) In the case of an equality of voting on a question, the person who is the Chair at the meeting may exercise a second or casting vote.
- (4) A Member is not entitled to vote at any General Meeting unless all monies due and payable to AV have been paid, other than the amount of the annual subscription payable in respect of the current financial year.
- (5) This Rule does not apply to voting for Directors to the AV Board. The Rules outlined in Rule 22 will apply in this instance.

## 20.4 Recording of Determinations

If before, or on, the declaration of the show of hands a poll is demanded, a declaration by the person presiding at the meeting that a resolution has, on a show of hands, been carried, carried unanimously, carried by a particular majority or lost, an entry to that effect in minutes of the meeting is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.



## 20.5 Proxies

- (1) Each Member Club, represented by its Delegate (appointed under **Rule 8.7**), shall be entitled to appoint another Member as proxy by notice given to the Secretary no later than 48 hours before the time of the meeting in respect of which the proxy is appointed.
- (2) The proxy should be held by an individual member of the Member Club assigning the proxy.
- (3) The notice appointing the proxy shall be determined and published by the Board from time to time.
- (4) A proxy has the same rights and obligations as the Delegate of the Member Club as per **Rule 8.7**.

## 20.6 Voting at General Meetings

- (1) If at a meeting a vote on any question is demanded by twenty five per cent (25%) of Member Clubs, it shall be taken at the meeting in such manner as the person presiding may direct and the resolution of the vote shall be deemed to be a resolution of the meeting on that question.
- (2) A poll that is demanded on the election of a person presiding (if any) or on a question of an adjournment shall be taken immediately and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the person presiding may direct.

## 20.7 Postal Voting

- (1) Postal voting may be held from time to time in such instances as the Board may determine ~~(other than in respect of matters which must be passed by Special Resolution)~~ and shall be held in accordance with procedures prescribed by the Board.
- (2) Postal voting papers shall (on request) be provided to all Members with a residential or registered address outside a 100 kilometre radius of the General Post Office, Melbourne.
- (3) All postal voting shall be conducted under conditions of a secret ballot and shall be scrutinised by impartial persons duly appointed by the Board to conduct the ballot.

## 20.9 Electronic Voting

A General Meeting may be held where 1 or more of the Members entitled to vote 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 persons entitled to notice in accordance with the Rules
- (c) if a failure in communications prevents (a) above from being satisfied then the meeting shall be suspended until subclause (a) is satisfied again provided that if it cannot be satisfied within 15 minutes from the interruption the meeting shall be deemed to be adjourned in accordance with Rule 19; and
- (d) no meeting shall be invalidated merely because no Voting Member is physically present at the place for the meeting specified in the notice of meeting.

## 21. BOARD

### 21.1 Powers of Board

- (1) The business of AV shall be managed by a Board constituted under **Rule 21.2**.
- (2) Subject to these Rules and the Act, the Board:
  - (a) shall control and manage the business and affairs of AV;
  - (b) may exercise all such powers and functions as may be exercised by AV other than those powers and functions that are required by these Rules 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 governance of the business and affairs of AV.

### 21.2 Board Composition

- (1) The Board shall consist of:
  - (a) the number of Directors (which shall be determined from time to time by the Board in accordance with AV's requirements and this Rule) provided there is a minimum of 5 and a maximum of 6 Directors, each of whom shall be elected at an Annual General Meeting;
  - (b) up to three other Directors who may be appointed by the elected Directors under **Rule 21.2(1)(a)**; and
  - (c) not less than 40% of the total positions on the Board are held by women.
- (2) The positions of President, Vice President and Secretary shall be appointed by the Board from amongst the Directors as soon as practicable after each Annual General Meeting. The Board may, in its absolute discretion, appoint other Board members to such other positions it creates as it sees fit.



- (3) Each elected Director under **Rule 21.2(1)(a)** shall hold office until the conclusion of the third Annual General Meeting following the date of the Director's election, but the Director is eligible for re-election, subject to **Rule 21.2(6)**. The Director's term of office shall commence at the conclusion of the Annual General Meeting at which they are elected.
- (4) Directors appointed under **Rule 21.2(1)(b)** shall be appointed for a term of three (3) years and shall be eligible for reappointment.
- (5) For the first elections following the adoption of this Constitution each three year interval up to two Directors shall be elected in the first year, up to two Directors shall be elected in the second year and up to two Directors shall be elected in the third year.
- (6) To give effect to **Rule 21.2(5)** at the first election following the adoption of these Rules the first two directors elected will hold office for three years; the second two directors elected will hold office for two years and the third one or two directors elected will hold office for one year.
- (7) Should any adjustment to the term of Directors elected under **Rule 21.2(1)(a)** be necessary to ensure rotational terms in accordance with these Rules, this shall be determined by the Board. Elections to subsequent Boards shall then proceed in accordance with the procedure under **Rule 21.2(4)** of these Rules.
- (8) Directors may only be elected or appointed (as the case may be) for three (3) consecutive terms of three (3) years; so a total of nine (9) years save that for the third, fourth, fifth and sixth directors elected at the first meeting following the adoption of these Rules they shall be entitled to hold office for a maximum total period of 9 years. The 9 years takes effect from the commencement of these Rules and does not include service on the Board prior to the enactment of these Rules.
- (9) A person who is banned or disqualified from being a director of a company under the Corporations Act 2001 (Cth) may not stand for or hold office as a director of AV. In the event that a person becomes banned or disqualified whilst a director of AV he or she must immediately inform the Board and at the expiration of 7 days from that notice the director's position on the AV Board will become vacant.

### 21.3 Casual Vacancy

- (1) In the event of a casual vacancy in the office of any Director, the Board may appoint an individual (who may be a Delegate) to the vacant office and the person so appointed may continue in office up to and including the conclusion of the Annual General Meeting at which the term of the previous appointee would have expired.
- (2) Should a person filling the casual vacancy be elected at the next AGM he or she shall count the period held as part of the 9 year maximum period as set out in Rules 20.2(8)



- (3) Should the Directors be reduced in number to four (4) or fewer, a General Meeting shall be convened by the Secretary, or if there is no Secretary, a surviving Director for the purpose of filling the vacancies.

## **22. ELECTION OF DIRECTORS**

### **22.1 Nominations of Candidates**

- (1) Nominations of candidates for election as Directors shall be:
- (a) made in writing, signed by 2 Individual Members of a Member Club and accompanied by the written consent of the nominee (which may be endorsed on the form of nomination); and
  - (b) delivered to AV not less than 28 days before the date fixed for the holding of the Annual General Meeting.
- (2) In each case where there are insufficient nominations to fill the vacancies advertised, and where the number of nominations is equal to the number of vacancies, and where the number of nominations exceeds the number of vacancies, voting papers shall be prepared containing the names of the candidates in alphabetical order, for each vacancy.

### **22.2 Voting Procedures**

- (1) Each Member entitled to vote shall vote for as many candidates as there are vacancies to be filled and no more, otherwise the ballot paper shall be declared informal.
- (2) The voting papers shall, subject to these Rules, be available at AV's offices and such other places (if any) as the Board may determine during times at least as long as the ballot box or boxes are open.
- (3) A ballot box or boxes shall be open at AV's offices and such other places (if any) as the Board may determine, during such time or times during the day of the meeting at which the election is to take place and shall be open at the meeting until such time as the person presiding at the meeting declares it closed.
- (4) Every Member desiring to vote shall obtain a voting paper and sign a receipt for it in a book or one (1) of the books to be kept for the purpose by the person or persons having custody of the voting papers and shall strike out on the voting paper the names of the candidates for whom the Member does not desire to vote for and place it in the ballot box.
- (5) No Member shall be entitled to receive more than one (1) voting paper.
- (6) No persons other than the scrutineers shall be entitled to see any voting paper and the scrutineers and the returning officer shall not nor shall any of them disclose to any person the way in which any Member has voted.



### 22.3 Appointed Directors

- (1) The Board may appoint up to 3 persons who have such skills and experience as the Board considers are necessary to complement the composition of the Board.
- (2) Appointed Directors shall hold office for such period as the Board determines up to a maximum of 3 years.
- (3) An Appointed Director may be reappointed at the end of his or her term of office to a maximum of 9 years.

## 23. VACANCY ON THE BOARD

### 23.1 Grounds for Termination of Position of Director

For the purposes of these Rules, the office of a Director becomes vacant if the Director:

- (1) becomes an insolvent under administration within the meaning of the Corporations Act;
- (2) resigns the Director's office by notice in writing given to AV;
- (3) dies or becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (4) is expelled from AV;
- (5) is prohibited from being a director of a company under the Corporations Act; or
- (6) fails to attend three (3) consecutive meetings of the Board without having previously obtained leave of absence or provided reasonable excuse for the Director's absence at such meetings.

### 23.2 Removal of Director by Members

- (1) AV in a Special General Meeting may by resolution remove any Director before the expiration of the Director's term of office and appoint a Life Member, Delegate or other appropriately qualified person in the Director's stead to hold office until the expiration of the term of the first mentioned Director.
- (2) Where the Director to whom a proposed resolution referred to in **Rule 23.2(1)** makes representations in writing to the Secretary or Chair and requests that such representations be notified to the Members, the Secretary or the Chair may send a copy of the representations to each Voting Member or, if they are not so sent, the Director may require that they be read out at the meeting, and the representations shall be so read.



## **24. LEAVE OF ABSENCE**

### **24.1 Grant of Leave of Absence**

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

### **24.2 Discretion as to Leave of Absence**

The Board may, in its discretion, grant leave of absence for a period greater than three (3) months to a Director following consideration of an application submitted in writing to the Secretary, provided:

- (1) if such period is less than one (1) year, the Board may appoint a temporary replacement from amongst the Members or any other individual (who may be a Delegate);
- (2) if such period is one (1) year or more, that Director is taken to have resigned from the Director position (and a casual vacancy arises), but the Director shall be entitled to seek re-election at the Annual General Meeting at which the term of office would otherwise have expired; and
- (3) in no circumstances shall the leave of absence exceed the remaining term of office of the Director.

## **25. QUORUM AND PROCEDURE AT BOARD MEETINGS**

### **25.1 Convening a Board Meeting**

- (1) The Board shall meet as required to ensure the business of AV is conducted in a timely and effective manner. At least (2) meetings in each year should be held face-to-face and otherwise at such times and by such means as is determined by the Board.
- (2) Additional meetings of the Board may be convened by the AV President or by any three (3) Directors.
- (3) 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 two (2) days' written notice of the meeting of the Board shall be given to each Director.
- (4) Written notice of each Board meeting, specifying the general nature of the business to be transacted, shall be served on each Director in accordance with the Director's last notified contact details, and no other business shall be transacted at such a meeting. Notification to Directors can be:
  - (a) delivering personally;
  - (b) sent by prepaid post addressed to the Director; or



- (c) sent by facsimile, email or other means of electronic communication (subject to receiving appropriate confirmation that the notice has been effectively dispatched).

## 25.2 Quorum

- (1) Any four (4) Directors 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 **Rule 21.3(2)** and this **Rule 25.2**, the Board may act notwithstanding any vacancy.

## 25.3 Procedures at Board Meetings

- (1) At meetings of the Board:
  - (a) the President shall preside;
  - (b) if the President is absent or is unwilling or unable to preside, the Vice President shall preside; and
  - (c) if the President and Vice President are absent or are unwilling or unable to preside, the Board shall appoint one of its members to preside for the meeting.
- (2) Questions arising at a meeting of the Board shall be determined on a show of hands (which shall be in person or by electronic means) or, if demanded by a member, by a vote 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 (1) vote and if voting is equal on any question, the person presiding may exercise a second or casting vote.
- (4) A resolution in writing signed or assented to by any form of visible or other electronic communication by all the Directors for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- (5) Without limiting the power of the Board to regulate its meetings as it thinks fit, a meeting of Directors may be held where one (1) or more of the Directors is not physically present at the meeting, provided that:
  - (a) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or other form of communication;



- (b) notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board and such notice specifies that Directors are not required to be present in person;
- (c) if a failure in communications prevents condition (a) from being satisfied by that number of Directors which constitutes a quorum, and none of such Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule 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 (1) or more of the Directors is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Director is there present and if no Director is there present the meeting shall be deemed to be held at the place where the person presiding at the meeting is located.

#### **25.4 Minutes**

The Secretary shall cause to be kept minutes of the resolutions and proceedings of each General Meeting and Board Meeting together with a record of the names of persons present at all meetings.

#### **25.5 Meetings by Technology**

- (1) Each Director, on becoming a Director, consents to the use of the following technology for calling a Board meeting:
  - (a) telecommunication;
  - (b) video-conferencing and similar technologies;
  - (c) electronic mail (email);
  - (d) any other technology which permits each Director to communicate with every other Director; and
  - (e) any combination of the technologies described in this Rule 25.5
- (2) A Director may not withdraw the consent given under this Rule.
- (3) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors
  - (a) the participating Directors shall, for the purpose of every provision in these Rules concerning meetings of the Directors, be taken to be assembled together at a meeting and to be present at that meeting; and
  - (b) all proceedings of those meetings conducted in that manner shall be as valid and effective as if conducted at a meeting at which all of them were physically present.



## 26. DELEGATED POWERS AND DUTIES

### 26.1 Committees

- (1) The Board may delegate any of its functions, powers or duties (except this power to delegate) to such committees as it thinks fit and may recall or revoke any such delegation or appointment and may amend or repeal any decision made by such committee.
- (2) The Board shall determine in writing the duties and powers afforded to any committee appointed under **Rule 26.1(1)**, and the committee shall, in the exercise of such delegated powers, conform to any directions or Regulations that may be prescribed by the Board.
- (3) Any Director or Directors and/or the Secretary, as determined by the Board, shall be ex-officio members of any committee.
- (4) The proceedings for any committee shall, with any necessary or incidental amendment, be the same as that applicable to meetings of the Board in **Rule 25**.
- (5) Within seven (7) days of any meeting of any committee, the committee shall send a copy of the ratified minutes and any supporting documents to the Secretary, except in the event that the Secretary has provided the secretarial service at that meeting.
- (6) Committees shall be entitled to use technology for the conduct of meetings in accordance with Rule 25.5.

### 26.2 Discipline Panel

- (1) The Board shall delegate its functions, powers or duties in relation to discipline of Members in accordance with **Rule 26.1** to a Discipline Committee, comprised of a panel of up to 10 persons appointed by the Board from time to time, which persons shall not be Directors nor hold any role in any Member Club which itself, or one or more of its Individual Members, is party to the Discipline procedure.
- (2) The members of the panel may be called upon, subject to their availability, to act solely or as a tribunal of three as and when required.
- (2) If any matter to be determined by the Discipline Panel under **Rule 12** gives rise to a conflict of interest on the part of any member of the Discipline Panel, the Board may appoint another member of the Discipline Panel in the member's stead for the determination of that matter only.



### **26.3 Appointment and Removal of the Executive Officer**

- (1) The Board may appoint a suitably qualified person to the position of Executive Officer of AV on a remunerated basis.
  - (2) The term of an appointment under **Rule 26.3(1)** is at the discretion of the Board and shall be recorded in the Minutes of the Board meeting where the appointment was made.
  - (3) The Board may, at its absolute discretion, review the performance and operating functions of the Executive Officer.
  - (4) During a Board meeting where a quorum is present, the Board may, by ordinary resolution, remove the person serving as Executive Officer from that position before the expiry of their term of office.
- (5) For the avoidance of doubt this clause does not apply to the Secretary who is an elected office bearer.

### **26.4 Executive Officer**

The Executive Officer shall be responsible to the Board to:

- (1) execute tasks relating to the day to day management of AV;
- (2) regularly report on the ongoing activities of, and issues relating to, AV; and
- (3) carry out the functions of the Secretary of AV in accordance with the Act, for the duration of the Executive Officer's appointment.

## **27. MANAGEMENT OF FUNDS**

- (1) The Board must ensure that the funds of AV are managed in accordance with acceptable accounting procedures.
- (2) All financial transactions and financial management made for and on behalf of AV will be made in accordance with the Schedule of Delegations issued by the Board from time to time.
- (3) Financial statements are to be presented to the Board at each meeting.

## **28. COMMON SEAL**

- (1) The common seal of AV shall be kept in the custody of the Secretary.
- (2) The common seal shall not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of two (2) Directors of AV.



## 29. ALTERATION OF RULES

- (1) These Rules shall not be altered except by Special Resolution in accordance with the Act.
- (2) In addition, there shall be no alteration or amendment to **Rules 30** or **31** without the consent of the relevant Minister under the Act.

## 30. DISSOLUTION

- (1) Every Member Club of AV undertakes to contribute to the assets of AV if it is wound up while a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of AV contracted before the time at which they cease to be a Member Club, 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 \$5.
- (2) If upon winding up or dissolution of AV, there remains, after satisfaction of all its debts and liabilities, any property, the same shall not be paid to or distributed amongst the Members of AV, but shall be given or transferred to some other organisation having purposes similar to the Purposes and which prohibits the distribution of its or their income and property among its or their Members and which is also not carried on for the profit or gain to its Members and which is entitled to be similarly exempt from income tax. Such body or bodies to be determined by the Members of AV at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

## 31. AUTHORITY TO TRADE

AV is authorised to trade in accordance with the Act.

## 32. INDEMNITY

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



### **33. AUDIT**

- (1) An auditor or auditors shall be duly appointed at the Annual General Meeting and will remain in office until the conclusion of the next Annual General Meeting.
- (2) The accounts of AV shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at least once in every year.

### **34. SERVICE OF NOTICES**

- (1) A notice may be served by or on behalf of AV upon any Member either personally or by sending it:
  - (a) by post to the Member at the Member's address shown in the Register; or
  - (b) by facsimile, e-mail or other form of electronic communication to the Member in accordance with details previously provided to AV by the Member.
- (2) Where a document is properly addressed, prepaid and posted to a person as a letter, the document shall, unless the contrary is proved, be deemed to have been given to the person at the time at which the letter would have been delivered in the ordinary course of post.
- (3) Where a document is forwarded to a person by facsimile or by some other form of electronic communication, the document shall, unless the contrary is proved be deemed to have been given to the person at the time recorded in the transmission report or other log or record of sending, as appropriate.

### **35. CUSTODY OF BOOKS AND OTHER DOCUMENTS**

Except as otherwise provided in these rules, the Secretary shall keep in their custody or under their control all books, documents and securities of AV.

### **36. MEMBERS' ACCESS TO BOOKS AND OTHER DOCUMENTS**

Member Clubs of AV may apply to the Board to access the financial records, books, securities and other relevant documents of AV. Upon receiving such a request, the Board may, at its absolute discretion, decide to permit or refuse the request. If the Board permits the request, it may impose conditions upon the Member's access subject to the requirements of the Act.

### **37. MEMBERS' ACCESS TO MINUTES**

- (1) Member Clubs of AV may on request to the Board inspect and make copies of the minutes of General Meetings of AV free of charge.
- (2) Member Clubs of AV may request to access the Minutes of Board meetings. Upon receiving such a request, the Board may, at its absolute discretion,



decide to permit or refuse the request in whole or in part subject to the requirements of the Act.

### **38. SOURCES OF FUNDS**

The funds of AV shall be derived from entrance fees, annual subscriptions, donations and such other sources as the Board determines.

### **39. REGULATIONS**

The Board may make Regulations and/or by-laws and/or policies (regulations) and alter, amend or rescind the same as occasions may require, and enforce penalties for their breach. Such regulations shall have the same force and effect as the Rules, but shall not, in any way, oppose or be, in conflict with the Rules. Such regulations shall be available for inspection at a place or in a manner to be advised and duly circulated to Members.

### **40. JURISDICTION AND ENFORCEABILITY**

- (a) Each Member submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which may hear appeals therefrom.
- (b) Any provision of, or the application of any provision of, these clauses which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.
- (c) Any provision of, or the application of any provision of, these clauses which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.