



CONSTITUTION
of the
TEA TREE GULLY VOLLEYBALL ASSOCIATION
INCORPORATED

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Incorporated Association (since 1986) [A6925]



TEA TREE GULLY VOLLEYBALL ASSOCIATION CONSTITUTION

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1 INTRODUCTION

1.1 Definitions

1.1.1 In this **Constitution**, words and phrases have the meaning as set out below:

- **ACNC** means the Australian Charities and Not-For-Profit Commission
- **ACNC Act** means Australian Charities and Not-For-Profit Commission Act 2012
- **Act** means the Associations Incorporation Act 1985 (SA)
- **AGM** means **Annual General Meeting**
- **Association** means the *Tea Tree Gully Volleyball Association* (TTGVA) as identified in section 2
- **Bylaws** refer to the current *TTGVA Volleyball Bylaws* [5] in conjunction with Federation Internationale de Volleyball (FIVB) rules
- **Chairperson** is the nominated **Member** representative who manages and controls the execution and conduct of the formal meetings of the **Association**
- **Committee, Executive Committee, General Committee** and **Committee Member(s)** all represent the sum or part thereof the responsible entities that form the **Association's** governance and management structure (section 8)
- **Constitution** refers to the constitution of the *Tea Tree Gully Volleyball Association* [1] as defined by these **Rules** captured within this document
- **Incorporated** means an *Incorporated Association* as described in the **Act**
- **Management and Operations Handbook** (or **MOH**) refers to the latest version of the *TTGVA Management and Operations Handbook* [2]
- **Meetings** mean the gathering of **Members** (section 7) inclusive of **Annual General Meetings, Special General Meetings** and **General Meetings**
- **Member** represents a person who has met and agrees to the conditions for membership and has been approved by the **Association** (section 5)
- **Member Protection Policy (or MPP)** refers to the latest version of the *TTGVA Member Protection Policy* [3]
- **Members** mean the collective term for **Association Members** (section 5): **Financial Members, Active Members, Suspended Members**
- **Membership** refers to the type of understanding and agreement between an individual and of that being a **Member** of the **Association** (5.2)
- **Privacy Act** means the Australian Privacy Act, 1988
- **Quorum** represents the minimum number of **Members** that must be present at an **Association** meeting before it can proceed to represent that of the **Association**
- **Register-of-Members (ROM)** is a record store of **Member** details as maintained by the **Association**
- **Registered Charities** means charities registered with the **ACNC**
- **Rules** are those specified within this **Constitution** and any of its supporting governance references (1.3) required by the **Act** and the **ACNC Act**.
- **Voting Member** is a **Member** who qualifies to vote on **Association** matters (5.3.2).



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1.2 Interpretation

- 1.2.1 In this Constitution:
- a. A reference to a function includes a reference to a power, authority, and duty;
 - b. 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;
 - c. Words importing the singular include the plural and vice versa;
 - d. Words importing any gender include the other genders;
 - e. References to persons include corporations and bodies politic;
 - f. References to a person include the legal personal representatives, successors and permitted assigns of that person;
 - g. A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
 - h. A reference to "*in 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 transmission;
 - i. A reference to "*notify the Member*" shall unless the contrary intention appears, be in writing but the **Association** is not responsible to ensure the **Member** has received or acknowledges any such communication. If a notice is sent by ordinary prepaid mail or electronically via email, service of the notice shall be deemed to be affected if it is properly addressed and posted to the **Member's** current contact (post/email) as appears in the **Register-of-Members** at the time of sending;
 - j. A reference to "*notification to all Members*" shall unless the contrary intention appears, be constructed as including references to the production of a specific message that can either be delivered in writing, appear on the TTGVA website or be displayed on notices which can be accessed and viewed by the **Members** present;
 - k. A reference to "*present through technology*" or "*using digital communications*" shall unless the contrary intention appears, be constructed as using digital technology to allow a **Member** to be considered as present in person providing clear and simultaneous (interactive) communications with all other **Members** can be demonstrated and assured at all times.
- 1.2.2 If any provision of this **Constitution** or any phrase contained in it is invalid or unenforceable, the phrase or provision is to be read down if possible 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**.
- 1.2.3 Except where the contrary intention appears, in this **Constitution**, an expression that deals with a matter under the **Act** has the same meaning as that provision of the **Act**. Model rules under the **Act** are expressly displaced by this **Constitution**.



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1.3 Related Documents

| | Identification | Issue | Title |
|-----|----------------|---------|---|
| [1] | TTGVA001 | 1.0 | Tea Tree Gully Volleyball Association Constitution |
| [2] | TTGVA101 | Current | TTGVA Management and Operations Handbook |
| [3] | TTGVA201 | Current | TTGVA Member Protection Policy that incorporates: Code Of Behaviours, Child Safety and Protection, Harassment and Bullying, Use of Social Media and Personal Information Protection |
| [4] | TTGVA320 | Current | TTGVA Merits and Awards covering the awards and merits issued by the Association . |
| [5] | TTGVA501 | Current | TTGVA Volleyball Bylaws (in conjunction with FIVB rules) |



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2 IDENTIFICATION

2.1 Association

- 2.1.1 The name of this **Association** shall be the "Tea Tree Gully Volleyball Association Incorporated" referred to herein as the **Association** and commonly named as "**Tea Tree Gully Volleyball Association (TTGVA)**".
- 2.1.2 The **Association** shall remain as an *Incorporated Association* as defined in the **Act**.

2.2 Not-For-Profit Organisation

- 2.2.1 The **Association** shall operate consistently with legal requirements for Not-For-Profit organisations as defined within the **ACNC Act**. For clarity, it is intended that the **Association** shall comply with the **ACNC** governance standards for a registered charity regardless of whether it has officially registered or not.

2.3 Association Rules

- 2.3.1 These **Rules** are intended to be binding on the **Members** of the **Association** and enforceable by courts in South Australia as defined in the **Act**.
- 2.3.2 These **Rules** reflect the needs and statements of intent required of the **Association** that shall be implemented using the processes and procedures as defined in the *TTGVA Management and Operations Handbook [2]*.
- 2.3.3 The **Association's** governing documents (as identified in section 1.3) are inclusive of these **Rules** and should be read in conjunction with interpretations expressed within this document.

2.4 Alteration Of Rules

- 2.4.1 A *Special Resolution* raised at the **AGM** (section 7.7) shall be required to present to the **Members** any modifications to these **Rules**. This includes changing the **Association's** name.
- 2.4.2 **Members** shall not pass a *Special Resolution* that amends these **Rules** if passing it causes the **Association** to not be compliant with rules 2.1.2 and 2.2.1.
- 2.4.3 Any modifications to the **Rules** must be registered and approved with *Consumer and Business Services* before it can be enacted as defined in the **Act**.
- 2.4.4 Upon approval by *Consumer and Business Services*, the **Rules** contained within shall then bind the **Association** and its **Members** to the same extent as if they had respectively signed and sealed them and agreed to be bound by all of the provisions thereof.



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3 PURPOSE AND AIMS

3.1 Purpose

3.1.1 The purpose of the **Association** shall be to provide active recreation and sports programs and services within its local environments to:

- a. Encourage across multi demographics individuals to actively participate in an organised team sport (Volleyball) that fosters *fitness*, making *friends* and having *fun*;
- b. Promote and instil good sportsmanship, honesty, loyalty, and fellowship both as an individual and within a team environment by providing Volleyball experiences that promote fair play and the enjoyment of the company of others through its social activities;
- c. Work with local councils and our surroundings, foster membership of people wanting to actively participate in a local sporting community at minimal expense whilst offering comprehensive Volleyball experiences;
- d. Promote practical experience and guidance in various aspects of learning, playing and officiating the sport of Volleyball;
- e. Develop participant's Volleyball skill levels and encourage them to share and mentor others of their learned skills;
- f. Promote the sharing of gained Volleyball related experiences with others and encourage others to join in as part of these experiences;
- g. Promote social activities, functions and other events to build a family atmosphere for the benefit of the participants and their families;
- h. Promote the playing of Volleyball through social media to enable active participation and social interaction between its participants;
- i. Promote interactions of the sport of Volleyball with other clubs or associations (local and country) that are beneficial to all involved;
- j. Foster a contributing attitude to State and Federal Volleyball Sporting bodies and encourage the incorporation of cooperative ideas and goals that will complement our goals and support the fostering of active recreation in Volleyball sports.

3.2 Aims

3.2.1 The **Association** through its **Committee** will aim to meet the purpose (section 3.1) of the **Association** by:

- a. **MEMBERSHIP:** Facilitating membership and participation for individuals who wish to play Volleyball as a **Member** of this **Association** that:
 - i. Allows players to want to be involved and join with others with similar interests;
 - ii. Allows players to see their progress and what they are capable of achieving;
 - iii. To be part of a "sporting family" that encourages others to want to join in;
 - iv. Acknowledges the contribution of its people especially in helping others to benefit from their own experiences.
- b. **COMPETITIONS:** Facilitating organised Volleyball competitions that:
 - i. Allow players of differing Volleyball skills to participate and be encouraged to learn to enhance their skills;
 - ii. Provide social competitions that encourage participation, fairness, and inclusion by all **Members** regardless of playing ability across all levels of competition;
 - iii. Support acknowledgement and encouragement of individuals and their team's achievements with other **Members** and outside the **Association**, bringing a sense of pride to everyone involved;



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- iv. Provide a path to grow and develop their Volleyball skills potentially leading to other sporting opportunities both within and outside the **Association**;
- v. Ensure our **Bylaws** are fair and reasonable to meet the expectations of its **Members** and that the spirit of the game is maintained and encouraged whilst acknowledging the differing levels of skills and technical correctness.
- c. **TRAINING**: Facilitating organised sessions that:
 - i. Provide familiarisation and training capabilities for **Members** that encourage inexperienced players to learn the fundamentals and any advanced technical aspects of playing the sport;
 - ii. Encourage our less experienced players to gain the necessary skills to participate in competitive sports;
 - iii. Provide different levels of training per user demands and skill levels;
 - iv. Provide an atmosphere that encourages team spirit and that provides an easy avenue for new players to become part of a team environment.
- d. **SOCIAL**: Facilitating social interactions between **Members**, other Volleyball organisations and community events including:
 - i. Special fun activities around the volleyball theme (Novelty Nights);
 - ii. Community events including Come-and-Try activities, Volleyball "Fun-days";
 - iii. Social gatherings including BBQs, quiz nights, cabarets, etc.
 - iv. Country Tournaments/Competitions;
 - v. School-Lunchtime Competitions.
- e. **OPERATIONS**: Facilitating operations of its organised competitions by:
 - i. Preparing and publishing Competition Programs (including times and locations) on a season-by-season basis;
 - ii. Preparing venues as per these Programs including the appointment of officials to oversee each match as per our **Bylaws**;
 - iii. Recording the progress of each team throughout the season and reporting it to the **Members** via the TTGVA website;
 - iv. Providing an interface between the **Members** and the **Association** on all matters relating to the operation of its competitions.
 - v. Establishing social media platforms capable of enabling interactions between **Members**, Arena Managers and the **Committee**;
- f. **COMMUNICATIONS**: Facilitating an online presence that promotes the **Association**, the programs and services available and facilitates having a central information point for both new and existing **Members** that includes:
 - i. Information about the **Association**, its purpose and its history;
 - ii. Identifies the current **Committee** their roles and contact points;
 - iii. Provides visibility of the Volleyball sports programs and services available;
 - iv. Details for becoming a **Member** of the **Association**;
 - v. Provides **Members** with access to **Association** rules, policies and procedures;
 - vi. Allow **Members** to view their programs and current achievements.



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- 3.2.2 The **Association** through its **Committee** will establish governance structures that facilitate planning, execution and reporting of the organisational management including:
- a. Management Governance (section 8) including reviews and updates of any **TTGVA** associated policies, processes and procedures to reflect any legal or obligational requirement changes or to consider local community expectations or beliefs.
 - b. Volleyball Operations (Arena Management);
 - c. Financial and Administrative Operations (Office Management);
 - d. Working with local communities and councils, other authorities and sporting bodies.
- 3.2.3 The **Association** through its **Committee** will seek suitable and appropriate environments to facilitate its operations including:
- a. Suitable venues and playing surfaces along with any associated Volleyball equipment (e.g. Nets, Poles, Referee Stands, Scoring equipment) necessary for the safe and successful execution of its organised competitions or events;
 - b. Arena Management areas including workspaces, electronic timers, scoreboards, and associated computer systems;
 - c. Volleyball Office areas including workspaces, telephones, desks, computers, printers and storage spaces;
 - d. Storage areas for holding Volleyball Stands, Stadium Equipment, and Volleyball Equipment and Supplies.
- 3.2.4 The **Association** may from time to time undertake specific related activities that promote the **Association** and/or its **Members** to achieve outcomes supporting the **Association** including:
- a. Seeking sponsorships and grants to subsidise the execution of these activities and the general activities undertaken by this **Association**;
 - b. Using the **Association's** assets and incur expenditure (including those held on trust for the **Association** or its purposes) as approved by the **Executive Committee**.



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4 FUNDING AND FINANCES

4.1 Financial Year

4.1.1 The financial year of the **Association** shall be from 1st July to the 30th June inclusive.

4.2 Funding

4.2.1 The **Association** shall establish financial operating processes and procedures for the holding and management of its funds on behalf of its **Members** and empowers its **Executive Committee** to oversee the financial control of these funds and its assets (collection, allocation, and disposal) and reporting the financial status regularly at a **General Meeting**.

4.2.2 The **Association** shall implement financial controls such that there is a separation of authority between the transaction being implemented and the approval process involving at least one **Executive Committee** member.

4.2.3 The **Association** shall have all of the powers conferred by Section 25 of the **Act** and without derogating from the generality thereof shall from time to time also have the following specific powers:

- a. To borrow sums of money upon the terms and at the rates of interest as necessary to secure the repayment of those sums in the manner deemed expedient by the **Committee**;
- b. To invest and deal with the monies of the **Association** not immediately required in the manner deemed expedient by the **Committee** and to vary and transpose any such investments;
- c. Subject to Section 53 of the Act, the **Association** may invite and accept deposits of money from any person on such terms and conditions as determined by the **Committee**;
- d. To purchase or otherwise acquire real and personal property and to lease exchange sell or otherwise dispose of any real or personal property and to supply the same and the income derived therefrom for or towards any or all of the aims of the **Association**;
- e. To deposit any monies of the **Association** with any bank or institution and to open accounts current with any bank and to pay monies into and withdraw monies from and to overdraw any such accounts upon prior approval by the **Committee**.

4.2.4 The **Association** may employ and remunerate accountants, auditors, and other qualified experts as deemed necessary for carrying out the aims of the **Association** and remain compliant with the **Act**.

4.2.5 The **Association** shall **not** distribute any income or assets, directly or indirectly, to its **Members**, noting that:

- a. Rule 4.3.6 covers specific payments that may be made to **Members** for approved products and/or services provided;
- b. Rule 9.2.1 covers any distribution of assets in the event of the windup of the **Association**.



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4.3 Income And Expenditure

- 4.3.1 The **Association** may receive income from:
- Membership fees;
 - Participation fees (Special Events);
 - Sponsorship;
 - Grants (Government and Local Community);
 - Fundraising;
 - Donations;
 - Interest;
 - Any other lawful sources approved by the **Committee** that are consistent with furthering the purpose and aims of the **Association** (section 3).
- 4.3.2 The **Committee** may approve changes to the **Association's** fee structures applicable to its **Members** (membership and participation fees) immediately before the commencement of any upcoming competitions and/or events and will notify its **Members** via its website, official notifications or upon official forms.
- 4.3.3 The **Association** may incur and expend its cash assets to cover reasonable normal operating expenses providing it remains financial, including (but not limited to):
- Competition Management (Arena Manager) (Salaries and Wages);
 - Officials (Referees) (Remuneration and Training);
 - Facilities Hire (Hall Hire and Office Hire);
 - Office Support (Computers, Networks, Printers, Copying, Stationary);
 - Information Technology Support (Computer Systems, Networks, Storage Systems, Internet, Website Management, Volleyball Applications);
 - Promotion and Advertising;
 - Training (Venue Costs, Trainer Costs);
 - Maintenance and Repairs (Volleyball and Office assets);
 - Licenses, Miscellaneous Fees and Government Taxes (as required)
- 4.3.4 The **Association** may from time to time incur and expend its cash assets to purchase specific assets as identified by the **Executive Committee** providing it remains compliant within the rules of the **Act** including (but not limited to):
- Volleyball Equipment (Electronic Systems, Stadium Scoreboards);
 - Office Equipment (Computers, Networks, Printers, Telephones);
 - Information Technology (Computer Systems, Networks, Storage Systems, Website Development, Software Applications);
 - Promotional Equipment (PA Systems, Signage, Digital Displays);
 - Other assets that would directly benefit the **Association** and its **Members**. (as needed)



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- 4.3.5 The **Association** may from time to time incur and expend its cash assets to cover other approved expenditure as identified by the **Executive Committee** providing it remains financial and compliant within the rules of the **Act** including (but not limited to):
- Execution of activities associated with the governance of the **Association**;
 - Undertaking approved Strategic and Planning activities;
 - Using external skilled resources to complement the operations of the **Association**;
 - Using external skilled resources to help support the **Committee**;
 - Employ and remunerate consultants and specialised service providers who are engaged to support the aims of the **Association**;
 - Acquire Licenses and Certifications as required.
- 4.3.6 The **Association** may incur and expend its cash assets to cover other approved expenditure as identified by the **Executive Committee** providing it remains financial, including (but not limited to):
- Promoting the **Association** and its **Members**;
 - Seeking new memberships and/or new Volleyball opportunities;
 - Supporting social-related activities and/or events that can include **Members** (and their families) for recognition of their direct efforts and/or goodwill to the **Association**;
 - Supporting specific activities and/or events that directly support the purpose of the **Association** (section 3.1);
 - As donations or sponsorship of other similar not-for-profit organisations that foster participation in sports recreation and particular Volleyball sports.
- 4.3.7 The **Association** may expend its cash assets to its **Members** (contrary to rule 4.2.5), providing they are done in good faith (fairly and honestly) and are approved by the **Executive Committee** before the expense incurred for the following reasons:
- Paying a **Member** for goods or services provided or expenses that they have properly incurred at fair and reasonable rates or rates more favourable to the **Association**;
 - Making a payment or providing a benefit directly to a **Member** who is carrying out a specific and approved activity that directly supports the **Association** (section 3.1).



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5 MEMBERS

5.1 Register Of Members

- 5.1.1 The **Association** shall maintain a **Register-of-Members** that includes up-to-date details of its current **Members** and retain relevant and useful information of past **Members** for analysis and historical purposes.
- 5.1.2 The **Association** shall ensure the integrity and handling of the **Register-of-Members** is secure and protected in compliance with the **Privacy Act** and as stated in *TTGVA Member Protection Policy* [3].
- 5.1.3 The **Association** shall manage and maintain the **Register-of-Members** and its contents per the *TTGVA Management and Operations Handbook* [2].
- 5.1.4 The **Association** will record and maintain within the **Register-of-Members** information that uniquely identifies an individual and their relationship with the **Association** including any specific contributions or achievements they have obtained, namely:
- Identification*: Persons Name, Date of Birth, Gender, Address, Contact details and any other information as required by the **Association**;
 - Relationship:
 - Member*: The registered details of an individual who has, is or intends to participate in **Association** activities: incorporates a *Member Status* (5.2.4);
 - Associate*: An individual who is not a **Member** (but voluntarily contributes to the purpose and aims of the **Association**).
 - Contribution*: The contribution of the registered individual with the **Association** (i.e. Player, Official, Committee, Life Member, Employee);
 - Achievements* – The achievements and awards that the **Member** may have obtained (i.e. Volleyball Awards, Service Awards, Special Merits (5.6)).
- 5.1.5 Any individual in accepting to become a **Member** shall:
- Grant the **Association** rights to use their personal information for use only within the bounds of the **Association**;
 - Be responsible for settlement of debts accrued whilst a **Member** of the **Association**.

5.2 Membership

- 5.2.1 Anyone who supports the purposes and agrees to be bound by these **Rules** can apply to join the **Association** as a **Member**.
- 5.2.2 To become a **Member** applicants must seek approval from the **Association** by:
- Completing a **Member** Application providing their registration details, contact details and a declaration of their agreement to abide by the **Rules** of the **Association**;
 - Including any payments associated with joining the **Association** (4.3.2) at the time of submission.
- 5.2.3 The **Association** has the power and reserves the right to accept or reject any **Member** Application or any request to change *Member Status*: Notification of decision will be issued within 14 days of the request noting that inclusion of reasons for rejection is optional.



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- 5.2.4 A **Member's Status** includes:
- Active*: The individual has rights to participate as a **Member** within the **Association** (5.3) subject to their current *Playing Status* (5.2.5);
 - Suspended*: The **Member** is the subject of disciplinary or defined actions deemed by the **Committee** (5.4) to be completed before they can return as an *Active Member*
 - Cancelled*: The **Member** is no longer part of the **Association**. This may be as a result of a **Member** request (5.2.6), **Member** Expulsion (5.5) or the **Member** is no longer living.
- 5.2.5 A **Member's Playing Status** at a specific date will be determined as :
- Financial*: A **Member** will be deemed *Financial* upon confirmation their membership dues (or any outstanding dues) have all been paid within any defined grace period of them expiring. If there are no membership fees (4.3.2) a **Member** is automatically deemed *Financial* for the duration of each competition they are registered to play in.
 - Last Active*: The last time the **Member** played within the **Association's** competitions is used to determine if the **Membership** has become inactive;
 - Life*: The **Member** has been granted an honorary award for services to the **Association** (5.6) that's inclusive of *Life Membership*.
- 5.2.6 A **Member** can at any time request in writing to cancel their **Membership**:
- Temporarily*: Place a non-determined hold on their **Membership** ("*Suspended*") (5.2.4b) reactivated only by the **Member** seeking re-approval;
 - Permanently*: Cancel their **Membership** ("*Cancelled* ") (5.2.4c).
- 5.2.7 The **Association** may bestow *Associate Membership* (5.1.4b.ii) upon any individual, past or present who is currently not a **Member** and the **Committee** deems appropriate in recognition of their specific contribution to the **Association** and/or its **Members** understanding that they:
- Are not a **Member** and therefore have no **Member** rights;
 - Cannot participate in any **Association's** Volleyball competitions;
 - Can participate as a guest at any **Association** organised social events;
 - Can request to become a **Member** at a later date.

5.3 Member Rights

- 5.3.1 Each **Member** acknowledges and agrees that:
- This **Constitution** forms a contract between themselves and the **Association** and that they are bound by this **Constitution**; the regulations and policies of the **Association**;
 - They will comply with and observe this **Constitution**; the regulations and policies of the **Association** and also any determination, resolution or decision which may be made or passed by the **Committee** or other entity with delegated authority on behalf of the **Association**;
 - By submitting to this **Constitution** and the regulations and policies of the **Association** they are subject to the jurisdiction of the **Association**;
 - The **Constitution** and the regulations and policies of the **Association** are necessary and reasonable for promoting the purpose and aims of the **Association** particularly the advancement and protection of the sport of Volleyball in South Australia.



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- 5.3.2 For a **Member** to be eligible and qualify to vote (**Voting-Member**) on resolutions (7.6 and 7.7) at **Association** meetings must meet these criteria at the time of the meeting:
- Be an **Active Member** (5.2.4a) who is *Financial* (5.2.5a) or was *Last Active* (5.2.5b) within the previous 12 months; **OR**
 - A **Member** who is or has served (at least 4 years) on the **Committee**, **OR**
 - A **Member** who has been granted **Life Membership** (5.6.1).
- 5.3.3 An **Active Member** (5.2.4a):
- May attend **Association** Meetings;
 - May vote at **Association** Meetings if they qualify as a **Voting Member** (5.3.2);
 - Can participate within **Association's** Volleyball competitions;
 - Can participate within selected **Association** organised events.
- 5.3.4 A **Suspended Member** (5.2.4b):
- Has no **Members'** rights at **Association** meetings;
 - Cannot participate in **Association's** Volleyball competitions or organised events;
 - Limited access to **Committee** (written form only) and no access to **Members**.
- 5.3.5 A **Cancelled Member** (5.2.4c):
- Has no **Members'** rights at **Association** meetings;
 - Cannot participate in **Association's** Volleyball competitions or organised events;
 - Can only use written correspondence with **Committee** and no access to **Members**.
- 5.3.6 If a **Member** becomes "*Suspended*" or "*Cancelled*" for whatever reason the **Association** is not required to refund any fees or any part thereof which may have already been paid.
- 5.3.7 Any **Active** or **Suspended Member** may make reasonable requests to the **Association** seeking clarification and/or specific information:
- Latest **Rules** of the **Association**;
 - Minutes of a **General Meeting** (subject to approval by the **Committee**);
 - Register-Of-Member** details held for that **Member** including current recorded membership and financial status;
- 5.3.8 **Members** may only use the information provided by the **Association** for lawful and proper purposes related to the **Association** and must ensure at all times the usage of this information is handled in strict accordance with **TTGVA Member Protection Policy** [3].
- 5.3.9 The **Association** may refuse to provide access, copies or extracts if the documents contain confidential, personal, employment, commercial or legal matters, or if granting the request would breach the law, cause damage or harm to the **Association** or its **Members**, or if the request is deemed by the **Committee** as otherwise unreasonable.



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5.4 Member Discipline

- 5.4.1 The **Association** may at their discretion resolve to take disciplinary action if a **Member** has breached the **Rules** or the **Member's** behaviour is causing or has caused damage or harm to the **Association** or its **Members** such as:
- Issuing the **Member** a formal warning notification;
 - Suspend the **Member** (5.2.4b) subject to sanctions being applied;
 - Instigate **Member Expulsion** (5.5.1);
 - In matters that warrant legal or obligational reporting, the **Association** will immediately inform the responsible authorities (e.g. police, government agencies and services).
- 5.4.2 The **Association** shall notify the **Member** of any disciplinary actions within 14 days of the **Committee's** decision.
- 5.4.3 A *Suspended Member* may present additional facts for consideration by the **Committee** if:
- All information is submitted in writing within 14 days of the date recorded on the disciplinary notice issued by the **Association**;
 - Upon **Committee** review at its next **General Meeting**, the decision will be final.
- 5.4.4 A *Suspended Member* that presents themselves to the **Association** or at any of its venues will be denied access and presented with a copy of the disciplinary action notice until the **Association** is satisfied that the notice has been duly served to the **Member**.
- 5.4.5 A *Suspended Member* that fails to comply with the sanctions or the actions identified in the disciplinary notice will be subject to review and if continue to be non-compliant, the **Association** may escalate the issue to **Member Expulsion** (5.5).

5.5 Member Expulsion

- 5.5.1 The **Association** may at their discretion resolve to expel a **Member** upon serious charges of misconduct or breach of the **Rules** that could be detrimental to the interests of the **Association** or if the **Member** continues to fail to comply with previously issued sanctions/action (5.4.5).
- 5.5.2 The **Association** shall immediately act upon the expulsion of a **Member**:
- Notify the **Member** of the expulsion within 14 days of the **Committee's** decision;
 - Immediately "Cancel" their **Membership** (5.2.4c).
- 5.5.3 A **Member** may appeal any expulsion action made by the **Association**:
- By submitting an "Intention to Appeal" in writing to the **Committee** within 7 days of the date recorded on the notification issued by the **Association**;
 - Upon receiving an acknowledgment of the **Member's** "Intention to Appeal" from the **Association** the **Member** must present their appeal case in writing within 14 days to the **Association**;
 - The **Committee** will consider the grounds of the appeal at its next **General Meeting** and notify the **Member** of the outcome. The **Committee's** decision will be final after this time.



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5.6 Member Recognition

- 5.6.1 The **Association** may bestow *Honorary Awards* and/or other achievement or service awards per guidelines in the *TTGVA Awards and Merits* [4] upon any past or current **Member** including the granting of *Life Membership* to that **Member**.
- 5.6.2 Nominations for Awards or Merits can be proposed by any **Voting Member** and forwarded to the **Committee** for consideration as per *TTGVA Awards and Merits* [4] guidelines.



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6 RECORDS AND REPORTS

6.1 Record Keeping

- 6.1.1 The **Association** shall keep written or electronic records that accurately capture its decisions, actions, operations and instructions and be able to produce these records if required by law or per the **Act** (and **ACNC Act**) including:
- Register of **Members**;
 - Register of **Committee** members (including the *Public Officer*) and any disclosures of interests they hold and contact details of its current office bearers and employees;
 - Records of any official statutory identification and status;
 - Records of the **Association's** financial transactions and position;
 - Minutes* of the proceedings of the **Association's** meetings;
 - Documentation (Policies and Procedures, User guides and Work Instructions);
 - Correspondence relating to **Members** and/or operations of the **Association**.
- 6.1.2 The **Association** shall retain its records for at least seven years, or as otherwise required by law or the **Act** per *TTGVA Management and Operations Handbook [2]*.
- 6.1.3 The **Association** will take reasonable steps to ensure that all records (written or electronic) are securely stored and protected from being destroyed, altered or lost as necessary to support the **Association** and of that required by law or the **Act**.

6.2 Common Seal

- 6.2.1 The **Association** shall have a *Common Seal* upon which its corporate name shall appear in legible characters.
- 6.2.2 The *Common Seal* shall not be used without the express authorisation of the **Executive Committee** and every use of the seal shall be recorded in the *Minutes* of the **Association**. The affixing of the *Common Seal* must be witnessed by any two members of the **Executive Committee**.
- 6.2.3 The *Common Seal* shall be kept securely in the custody of the **Executive Committee** or such other trusted individual as per **Executive Committee** decision and must be recorded in the *Minutes* of the meeting whenever custody changes.

6.3 Correspondence

- 6.3.1 The **Association** shall file administration records (IN and OUT) of any formal correspondence relating to matters that directly or indirectly affect the **Association** or its **Members** including:
- Any **Act** change notifications;
 - Any Government Agencies/Bodies change notifications;
 - Any external bodies/agencies directly related to the operations of the **Association**;
 - Any Contracts and/or Suppliers;
 - Any **Association** appointed Employees/Contractors;
 - Any formal letters or notifications specifically addressed to the **Committee**.



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6.4 Minutes

- 6.4.1 *Minutes* of the **Association's Meetings** shall clearly state:
- Meeting Type (General, Special General or Annual General Meeting);
 - Meeting Location and Date;
 - Meeting Start and End Times;
 - List of Attendees (present and/or using digital communications);
 - Details of any absentees;
 - Identification of any valid *Proxy* votes being presented;
 - The details of all events, motions, actions and other outcomes from the meeting.
- 6.4.2 Any resolutions, motions or conclusions presented at the **Meeting** shall be documented in the *Minutes* to avoid ambiguities misleading or incorrect interpretations and include the names of the nominee and seconded along with the method/result of any vote undertaken.
- 6.4.3 Any actions items that are recorded in the *Minutes* shall identify:
- The details of the action;
 - The date the action should be actioned or completed;
 - The **Member** responsible who in agreeing accepts the action and will inform the **Committee** of its progress at each **General Meeting**.
- 6.4.4 *Minutes* shall be generated and issued for review and consolidated ready for acceptance no longer than 20 days after the meeting took place.
- 6.4.5 The *Minutes* of a **General Meeting** shall be presented and accepted at the next succeeding meeting as being a *true and correct record* providing a majority of the **Committee** who were present when the proceedings took place can confirm agreement of its contents.
- 6.4.6 The *Minutes* of a **Special** or **Annual General Meeting** shall be presented and accepted at the next succeeding meeting as being a *true and correct record* providing at least two of the **Committee** who were present when the proceedings took place can confirm agreement of its contents and the majority of the remaining **Members** confirm acceptance.
- 6.4.7 Where *Minutes* are accepted as being a *true and correct record* they shall be deemed to have been duly held and that all appointments made at the subsequent meeting shall be deemed to be valid. If proved by evidence that the minutes of the meeting were incorrectly documented they shall be duly corrected and noted in the *Minutes* of the succeeding meeting.

6.5 Finances

- 6.5.1 The **Association** shall maintain written or electronic financial records that:
- Accurately capture and explain all **Association's** financial transactions including:
 - Receipts;
 - Payments (with supporting documents and/or approvals);
 - Invoices;
 - Deposits;
 - Bank Statements;
 - Cheque Books (if used);
 - Other financial related records;
 - Are protected and securely managed (access controlled and journal tracked) to limit any risk of fraudulent or potential misconduct for the period defined in 6.1.2.



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- 6.5.2 The **Association** shall ensure that all financial transactions are accurately recorded and reconciled within 45 days of the financial transaction being initialised. These records may be grouped into journals and ledgers to support multiple accounting and financial reporting. Any electronic records must be convertible to hardcopy outputs when requested.
- 6.5.3 The **Association** shall subject its financial records to strict auditing reviews (at any time):
- By independent persons as appointed by the **Executive Committee** (8.4.5);
 - By government officials as may be required by law or under the **Act**.
- 6.5.4 The **Association** shall ensure that :
- Timely and periodic reporting of the **Association's** financial position and performance reviewed at each **General Meeting**;
 - Certified reporting of the **Association's** financial position and performance shall be presented at the **AGM** or at any time as may be required by law or under the **Act**;

6.6 Assets

- 6.6.1 The **Association** will maintain registers of its property or assets (for the life of each item including disposal) that include:
- Date of Purchase;
 - Description (including Model and Serial Numbers);
 - Supplier (Invoice, Warranty);
 - Purchase Price;
 - Current Location;
 - Depreciation Schedule;
 - Disposal details (Date, method and financials) when required.
- 6.6.2 The **Association** may accumulate and depreciate its property or assets as agreed by the **Executive Committee** including:
- Volleyball Equipment (Nets, Stands, Poles, Balls, Scoreboards, Signage);
 - Office Furniture (Desks, Cupboards, Chairs, Notice Boards);
 - Office Equipment (Photocopiers, Cleaners, Office Whitegoods);
 - Computer Equipment (Computers, Printers, Networks, Camera's).
- 6.6.3 The **Association** shall audit its asset holdings at least every two (2) years.

6.7 Documentation

- 6.7.1 The **Association** shall maintain written or electronic documents of its governance, policies, processes and procedures, work instructions and guidelines as deemed appropriate or as required by law or the **Act**, including:
- Processes and Procedures (Management and Operational);
 - Policies (Constitution, Member Protection Policy, Bylaws);
 - User Guides and Work Instructions(**Committee, Members, Employees**);
 - Forms and Correspondence;
 - Promotional and Informational materials.
- 6.7.2 The **Association** shall maintain configuration management of all its electronic documents and establish periodic reviews and updates as per the **TTGVA Management and Operations Handbook [2]** or as required by law or the **Act**.



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7 MEETINGS

7.1 Chairperson

7.1.1 All meetings shall have a **Chairperson** either nominated by the **Executive Committee** or in the case of **Member** initiated **Special General Meeting** (7.3.1) by a poll selection of a **Member** nominated from the floor at the meeting.

7.1.2 The **Chairperson** shall:

- a. Maintain the impartiality of the Chair;
- b. Ensure that the *Minutes* are duly recorded and that all decisions and actions that take place during the meeting are documented accordingly;
- c. Determine that the required quorum of **Members** is present and that any proxy votes are declared and validated before the commencement of the business of the meeting;
- d. Introduce any invited officials and guests present and their purpose for attending;
- e. Facilitate the meeting following the published agenda and/or standard policy as applicable ensuring that the aims of the meeting are known and clear to all present;
- f. Conform to the rules of procedure for the specific meeting and maintain order throughout the meeting and the acceptable rules of any debate.

7.1.3 The **Chairperson** in the conduct of the meeting shall:

- a. Instruct for the reading the previous meeting *Minutes* requesting confirmation and notarize of the outstanding actions;
- b. Announce all business matters of the meeting, decide points of order and points of privilege or priority and explain matters to those in doubt;
- c. In the event of a ballot being required announce the method of voting, the count of votes and finally announce the result of the vote;
- d. If time permits, decide and announce the next **Speaker** or **Member** to present confining them to the matter under discussion and to a reasonable time limit;
- e. Accelerate and finalise the business of the meeting to a reasonable time limit;
- f. Appoint the time and place of the next meeting.

7.1.4 The **Chairperson** shall adjourn a meeting if that meeting is running over the allotted time or has reached an unresolvable situation to a new time mutually agreeable to those present.

7.1.5 The **Chairperson** reserves the right to evict any **person** who fails to conform to the rules of the meeting or becomes disruptive or abusive in the conduct of such a meeting.

7.2 General Meeting

7.2.1 The purpose of the **General Meeting** is to allow the **Committee** to meet throughout the financial year for the dispatch of the business of the **Association**.

7.2.2 The **Committee** shall meet at a **General Meeting** at least eight (8) times within each financial year and have no more than two (2) months between meetings. The **Committee** decides where, when and how it will meet (in person or via digital communications).

7.2.3 A **Committee Member** shall have the right to convene a meeting for a specific purpose by giving at least two (2) days' notice to all **Committee**. Upon agreement, the **Executive Committee** will then notify all **Committee** of the proposed meeting.



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- 7.2.4 A **General Meeting Quorum** shall be achieved if the constitutes of the **Committee Members** present in person or present through technology is:
- a. At least 50% of the Committee inclusive of at least one Executive Committee OR
 - b. All of the Executive Committee.
- 7.2.5 An employee of the **Association** is eligible to attend the **General Meeting** as a pseudo-member of the **General Committee** complete with associated voting rights.
- 7.2.6 Any **Committee Member** having a pecuniary interest in the outcome of any resolution and/or decision must disclose that interest to the **Committee** and shall not participate in the discussion and/or voting concerning that decision.
- 7.2.7 **Members** can notify in writing the **Executive Committee** at least two days before a **General Meeting** of their request to raise a specific item for discussion. Upon acceptance, the **Executive Committee** will add the **item** to the **General Meeting** agenda.
- 7.2.8 A **Member** may be invited by the **Committee** to attend the **General Meeting** as an individual or as a requested representative of a group of **Members** to present a viewpoint on a specific matter that needs to be addressed by the **Committee**.
- 7.2.9 **Members** who attend a **General Meeting** shall agree to follow the protocol presented by the **Chairperson** and only address their specific issues/concerns when requested.
- 7.2.10 **Members** who attend without notification will have no specific representation unless specifically requested by the **Chairperson** at the time of the meeting.
- 7.2.11 The **Committee** may invite representatives from an external organisation as Speaker to give opinions and comments at a **General Meeting**. The **Chairperson** will restrict the business of the day to only those matters they are connected with.
- 7.2.12 A **General Meeting** order of business shall include :
- a. Roll Call;
 - b. Reading and confirmation of the previous meeting *Minutes*;
 - c. Actions Outstanding from previous *Minutes*;
 - d. **Committee** Reports (either written or given as verbal statements);
 - e. Any Motions or Resolutions raised;
 - f. Any Items/Actions raised that require consideration by the **Committee**;
 - g. Any Other Business.
- 7.2.13 Actions raised at a **General Meeting** shall be decided upon by a majority of agreement of the **Committee Members** present.
- 7.2.14 A *Resolution* is passed if more than 50% of the **Committee Members** present vote in favour of the resolution. In the event of an equality of votes, the **Chairperson** shall have a casting vote in addition to a deliberative vote.



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- 7.2.15 At the first **General Meeting** immediately after the **Annual General Meeting**, the **Committee** shall action:
- Allocation of the **Executive Committee** Roles (8.4);
 - Allocation of the **General Committee** Roles (8.5);
 - Signed confirmation of acceptance and understanding associated with each specific role allocated and acceptance of the obligation of holding a **Committee** position;
 - Appointment of the default **Chairperson**;
 - Appointment of the *Public Officer*.

7.3 Special General Meeting

- 7.3.1 **Special General Meetings** may be called:
- At any time by the **Committee**, **OR**
 - If a proposed resolution is presented to the **Association** in writing that has been personally endorsed by at least 20 *Voting Members*.
- 7.3.2 If the **Committee** fails to call and hold a **Special General Meeting** under rule 7.3.1b within two (2) months of the request, the **Members** who made the request may call and arrange to hold a **Special General Meeting providing at least 75%** of those **Members** agree. The meeting must be held within three (3) months and must follow the procedures for calling a **Special General Meeting**.
- 7.3.3 A call for a **Special General Meeting** must be notified to all **Members** and the *Public Officer* and an approved Auditor/Reviewer (if one has been appointed) at least 30 days before the proposed date for the meeting.
- 7.3.4 Any notice of **Special General Meetings** must include the meeting details (including if the use of digital communications is permitted), the proposed issues to be discussed and the specific *Resolutions* that are to be raised at that meeting.
- 7.3.5 A **Special General Meeting Quorum** shall be reached if the constitutes of the **Members** present in person or present through technology (if approved) is:
- At least 75% of current **Committee** **OR**
 - At least 50% of the current **Committee** and ten (10) **Voting Members** **OR**
 - At least two (2) of the current **Committee** and twenty (20) **Voting Members** **OR**
 - At least 20% of the **Voting Members** of the **Association**.
- 7.3.6 A **Voting Member** at the **Special General Meeting** shall count as one vote per *Resolution*. *Proxy* votes (7.5) shall equate to one vote per *Resolution* noted.

7.4 Annual General Meeting

- 7.4.1 The **Chairperson** shall be a nominated **Committee Member** and shall preside for the entire duration of the **Annual General Meeting**. If the nominated **Chairperson** is absent at the start time of the meeting, the **Members** present at the meeting may poll for the election of another **Committee Member** to be **Chairperson**.
- 7.4.2 The **Chairperson** is responsible for the conduct of the **Annual General Meeting** and shall give **Members** a reasonable opportunity to make comments or ask questions (of the **Committee Members** and/or about any materials presented).
- 7.4.3 The **Annual General Meeting** of the **Association** shall be held within three (3) months of the end of the financial year.



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- 7.4.4 A call for an **Annual General Meetings** must be notified to all **Members** and the *Public Officer* and an approved Auditor/Reviewer (if one has been appointed) at least 21 days before the proposed date for the meeting.
- 7.4.5 Any notice of **Annual General Meetings** must include the details (including if the use of digital communications is permitted), the meeting agenda, the proposed business to be discussed and any specific resolution(s) that are to be raised at that meeting.
- 7.4.6 An **Annual General Meeting Quorum** shall be reached if the constitutes of the **Members** present in person or present through technology (if approved) is:
- At least 50% of the current **Committee Members** AND
 - At least ten (10) other **Voting Members**.
- 7.4.7 If within 30 minutes after the time appointed for the meeting and a **Quorum** is not reached, the **Chairperson** shall defer the meeting to the same day in the next week, at the same time and place and if at such deferred meeting a **quorum** is still not present within 30 minutes of the time appointed for the meeting, the **Members** present shall form a **quorum**. Notification for such deferred meetings shall be posted in a conspicuous and prominent place in the premises of the **Association** at least five (5) days before the meeting is to take place.
- 7.4.8 An **Annual General Meeting** order of business shall include :
- Roll call;
 - Reading and acceptance of previous AGM minutes
 - Executive Role (Leader) Address/Report;
 - Executive Role (Finance) Address/Report (Balance Sheet, Profit and Loss Statement);
 - Executive Role (Operations) Address/Report;
 - Any Other Address/Reports;
 - Notice of Motions;
 - Election of Committee;
 - General Business.
- 7.4.9 Each **Voting Member** at the **Annual General Meeting** shall count as one vote per *Resolution*. *Proxy* votes (7.5) shall equate to one vote per *Resolution* noted.
- 7.4.10 The **Chairperson** may adjourn the **Annual General Meeting** if:
- There is not enough time at a meeting to consider all business; **OR**
 - A majority of **Voting Members** direct the **Chairperson** to do so.
- 7.4.11 A call for an adjourned **Annual General Meeting** must be notified to all **Members** at least 5 days before the proposed date for the meeting. Only the unfinished business may be dealt with at a resumed meeting.

7.5 Proxy Votes

- 7.5.1 For a **Member's Proxy** to be deemed valid it must be in writing and state:
- The **Member's** full name;
 - The name of the **Member** representing this proxy at the meeting;
 - For each specific *Resolution* to be presented at the meeting:
 - Descriptive text or title of the issue being addressed;
 - Descriptive text of the *Motion* proposed;
 - The **Member's** vote for the *Resolution* including any comments;
 - Physically signed and dated by the **Member**.



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7.5.2 Each valid **Member's Proxy** must be received by the **Executive Committee** at least two (2) days before the meeting otherwise it will be deemed **not** acceptable.

7.6 Resolutions

7.6.1 A *Resolution* put to vote shall be decided by a show of hands and include (if allowed) any valid *Proxies* for that specific *Resolution*. If a poll is decided by the **Chairperson** or demanded by more than 50% of the **Voting Member's** at the meeting it shall be taken as a specific count of the votes for and against in such a manner as the **Chairperson** directs.

7.6.2 A *Resolution* shall be deemed carried if more than 50% of the total votes are in favour of the *Resolution*. If the vote count is tied the **Chairperson** does **not** have an additional deciding vote and shall therefore declare that the *Resolution* has been lost. The **Chairperson** shall declare the result of the *Resolution* as being carried or lost without needing to capture the actual number or proportion of votes cast.

7.7 Special Resolutions

7.7.1 A *Special Resolution* is a specific *Resolution* that would be important to the **Association** and would directly affect either its operations or its **Members** and/or stakeholders.

7.7.2 A *Special Resolution* can only be raised at an **Annual General Meeting** and notice of this *Special Resolution* must be included in the notice to **Members** of the **Annual General Meeting** (7.4.4).

7.7.3 A *Special Resolution* put to vote shall be decided by conducting a "for or against" poll of the **Voting Members** and valid *Proxies* at the **Annual General Meeting**.

7.7.4 A *Special Resolution* shall be deemed carried if more than 75% of the total votes are in favour of the *Special Resolution*. The **Chairperson** shall declare the result of the *Special Resolution* vote and capture the actual results within the *Minutes*.

7.8 Unresolved Disputes

7.8.1 If there is a dispute between **Members** and the **Committee** or within the **Committee** (the people who disagree) must first attempt to resolve the dispute between themselves within 14 days from the date the dispute is known to all parties involved.

7.8.2 If the dispute cannot be resolved between the people involved the non-involved **Committee** must formulate a new dispute resolution process and report its progress at each **General Meeting** until the matter is dismissed or resolved.



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8 GOVERNANCE

8.1 Committee Members

- 8.1.1 The affairs and governance of the **Association** shall be managed by an appointed group of responsible entities (**Committee Members**) who must be **Members** of the **Association**.
- 8.1.2 All **Committee Members** will manage and maintain the **Association's** affairs per the principle roles and responsibilities as defined in the latest approved *TTGVA Management and Operations Handbook [2]*.
- 8.1.3 An **Executive Committee** shall be formed from these **Committee Members** to ensure that the **Association** is responsibly managed, remains ethical, complies with its legal and financial responsibilities and fulfils its obligations to its **Members** and the **Act**.
- 8.1.4 The **Executive Committee** shall have the right to nominate and fill additional **Committee Member** positions in support of its role to govern and manage the affairs of the **Association**.
- 8.1.5 All **Committee Members**, in addition to any powers and authorities conferred by these **Rules**, may exercise collective power as agreed necessary to meet the aims of the **Association** providing they:
- a. Comply with their legal duties under Australian laws and ensure that the **Association** complies with its duties under Australian laws;
 - b. Meet the requirements for responsible entities of Not-For-Profit organisation and comply with the duties described in Governance Standard 5 of the regulations made under the **ACNC Act** which include:
 - i. Exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise as a responsible leader and authority within the **Association**;
 - ii. Act in good faith in the best interests of the **Association** and to further the Not-For-Profit purpose of the **Association**;
 - iii. Not misuse their position as a **Committee Member**;
 - iv. Not misuse information gained in their role as a **Committee Member**;
 - v. Disclose any perceived or actual material conflicts of interest;
 - vi. Ensure that the affairs of the **Association** are managed responsibly,
 - vii. Not allow the **Association** to operate while it is insolvent.
 - c. Commit to abide by the **Association's** ethos, rules and regulations as a valued contributor and supporter of the **Association**.
- 8.1.6 A **Member** immediately stops being on the **Committee** if they:
- a. Resign by writing to the **Committee**;
 - b. Are no longer a current **Member** of the **Association**;
 - c. Are expelled by the current **Committee**;
 - d. Are removed by a **Special Resolution** passed by the **Members** of the **Association**;
 - e. Are absent without the consent for more than 3 consecutive **General Meetings**;
 - f. Permanently incapacitated by ill health;
 - g. Become ineligible to be a responsible entity under the **Act** and **ACNC Act**.



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8.2 Indemnity

- 8.2.1 To the extent possible under law, **Committee Members** are entitled to be indemnified out of the assets held by the **Association** for any debts or liabilities incurred personally by any **Member** when acting on behalf of the **Association** so long as the **Member** was:
- Authorised by the **Association** to take that action;
 - Acting in good faith (fairly and honestly) and the best interests of the **Association**.
- 8.2.2 This indemnity is a continuing obligation and is enforceable by a person even if that person is no longer a **Member** of the **Association**. This indemnity only applies to the extent that the person is not otherwise entitled to be indemnified and is not indemnified by another person (including an insurer under an insurance policy).
- 8.2.3 To the extent permitted by law and the **Committee** considers it appropriate, the **Association** may pay or agree to pay a premium for a contract insuring a person who is or has been a **Committee Member** against any liability incurred by that person as a **Member** of the **Association**.

8.3 Committee Nominations

- 8.3.1 Nominations for **Committee** positions must be made in writing to the Secretary at least seven (7) days before the **Annual General Meeting**.
- 8.3.2 At the **Annual General Meeting** nominations for a **Committee** position may only be taken from the floor:
- If no written nominations have already been received; **AND**
 - A second **Member** present at the **AGM** supports the nomination.
- 8.3.3 Nominees for any **Committee** position must familiarise themselves with the expected roles that position may be required to undertake and be responsible to undertake the duties listed for that position. Having the appropriate skills or experience to be able to fulfil those roles is desirable but not essential.
- 8.3.4 Election of a nominated person to fulfil a **Committee** position during the **Annual General Meeting** shall be:
- Upon verbal acceptance by the nominated **Member** of their undertaking of the role and willingness to stand; **AND**
 - By conducting a simple ballot of the **Members** present. If the number of eligible applicants nominated is equal to the number of **Committee Members** required the **Chairperson** may declare the positions filled without holding a ballot.
- 8.3.5 A **Member** may at any time nominate themselves in writing to the **Committee** giving the reasons and/or the attributes/skills they bring to the **Association**. The **Executive Committee** will consider the nomination at the next **General Meeting**



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8.4 Executive Committee

- 8.4.1 The **Executive Committee** shall consist of at least four (4) **Committee Members** that may undertake the following governance roles:
- Leader role:** Strategic Planning, Legal and Compliance, Quality Control, Member Expectations and Feedback, **Association Spokesperson** and Representative;
 - Operations role:** Competition Management, Venue Management, Referee Management, Office Management;
 - Finance role:** Financial Management, Asset Management, Employee Management, Financial Accounting (Records, Reconciliation, Budgets, Reporting);
 - Systems role:** Internet Services Software Support; Information Technology, Office, Electronics Support;
 - Administration role:** Secretary, Correspondence, Official Notifications/Letters, Formal Reporting, Document Management;
- 8.4.2 The **Association** reserves the right to add or change the specific roles and/or positions within the **Executive Committee** each year as deemed appropriate to support the **Association**.
- 8.4.3 Each **Executive Committee** member is elected to stand for two (2) years. At the **AGM** at least 50% of the **Executive Committee** should be retained from the previous year regardless of the roles they held previously or will undertake in the next 12 months.
- 8.4.4 The **Executive Committee** shall nominate and subsequently appoint the role of *Public Officer* (8.6) to a known and trusted **Member** or delegate the responsibility to an **Executive Committee Member** as defined by the **Act**.
- 8.4.5 The **Executive Committee** shall approve the use and suitability of any nominated Auditor and/or financial audit/review processes when deemed necessary under law or by the **Act**.
- 8.4.6 The **Executive Committee** may other than the power of delegation or duty that applies to the **Committee** or **Committee Member** as allocated under Australian laws delegate its powers and functions to other **Committee Members** or known and trusted **Members**.
- 8.4.7 The **Executive Committee** may reassign any governance role to either an existing **Committee Member** or a newly appointed **Committee** position upon a majority vote.
- 8.4.8 The **Executive Committee** may proceed to remove a **Member** from the **Committee** if they breach the code of conduct for a **Committee Member** (8.1.5) or after seeking to resolve raised issues it is deemed by at least 60% of the **Committee** that the **Member** is no longer contributing as a **Committee Member** within the **Association**. Whilst removal is effective immediately written notification to the **Member** stating the cause and reasons must be issued within 2 working days of the decision to remove.
- 8.4.9 The **Executive Committee** shall have the power to appoint additional resources and/or seek employees/contracted persons as required to carry out specific aims of the **Association** upon a majority vote at a **General Meeting**.
- 8.4.10 The **Executive Committee** shall have the power to appoint resources and/or seek employees/contracted persons as required to carry out specific operational activities (Competition Management, Office Management) of the **Association** upon a majority vote at a **General Meeting**.



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8.5 General Committee

- 8.5.1 The **General Committee** shall consist of at least four (4) **Committee Members** to fulfil the general roles or skills required to meet the needs of the **Association** including:
- a. Information Technology Management;
 - b. Events Management;
 - c. Social Media and Marketing;
 - d. Sponsorship and Grants Coordination;
 - e. Referee Coordination;
 - f. Training Coordination;
 - g. Maintenance Coordination;
 - h. General Support.
- 8.5.2 A **General Committee Member** shall be elected (8.3.3) to stand for 12 months but **Members** can re-nominate each year to remain part of the **General Committee**.

8.6 Public Officer

- 8.6.1 The *Public Officer* shall be responsible to undertake on behalf of the **Association** the following (but not limited to):
- a. Work with the Australian Tax Office (ATO) to administer, validate compliance and report on all tax matters as required by the **Act**;
 - b. Be the official representative of the **Association** in matters relating to the ASIC Australian Business Register, Consumer and Business Services (CBS), Australian Taxation Office (ATO), Associations Incorporations Act (Act) and the Australian Charities and Not-for-Profit Commission Act (ACNC);
 - c. Working with **Executive Committee** (Finance) be responsible to ensure all financial matters are fully compliant and traceable and that the **Association** remains solvent, reporting any discrepancies to the **Executive Committee** and the ATO as applicable under the **Act**;
 - d. Be responsible to the **Committee** to ensure that all Public Officer-related activities are being dealt with in a practical, legal and timely manner per **Association** policies and procedures;
 - e. Report any matters and actions at each **General Meeting**.
- 8.6.2 The *Public Officer* as appointed by the **Executive Committee** (8.4.4) shall be noted at the **Annual General Meeting** and any new appointments must be approved and duly registered with the ASIC Australian Business Register within 28 days as per the **Act**.



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9 WINDING-UP

9.1 Dissolution Of The Association

9.1.1 The **Association** may be dissolved in the manner provided for in the **Act**. For dissolution, 75% of the *Voting Members* present at a **Special General Meeting** called for that purpose must vote in favour of a resolution that the **Association** be dissolved.

9.2 Application Of Surplus Assets

9.2.1 If the **Association** is to be wound up any remaining assets shall be distributed in the following order:

- a. Satisfy any obligations that apply to assets over which trust exists;
- b. Pay all debts and other liabilities (including the costs of winding up);
- c. Subject to the requirements of Australian laws and/or any Australian court order distributed all remaining surplus to another organisation or other organisations with similar purposes, which is/are charitable at law, and which is/are not carried on for the profit or personal gain of **Members**.

9.2.2 If the **Association** is being wound up any remaining assets shall **not** be distributed to any current or former **Members** or individuals or families known to the **Association**.