

CONSTITUTION
OF
TAMWORTH HOCKEY ASSOCIATION
INCORPORATED.

Associations Incorporation Act 2009 (NSW) No 7
(Current Version 24 March 2022)
Associations Incorporation Regulation 2016 (NSW)



Replaces: Replaces Constitution dated 1995

Adopted: Adopted by Members AGM dated 12/12/2022

Table of Contents

Part 1 Preliminary	4
1.0 Name of Association	4
2.0 Definitions	4
3.0 Objects of Association.....	6
4.0 Powers of Association	7
Part 2 Membership	7
5.0 Members.....	7
6.0 Affiliation	8
7.0 Cessation of Membership.....	9
8.0 Effect of Membership.....	9
9.0 Discontinuance of Membership	11
10.0 Register of Members	12
11.0 Fees and Registration	13
12.0 Members' Liabilities.....	13
13.0 Grievance Procedure	13
14.0 Discipline of Members	14
15.0 Right of Appeal of Disciplined Member	14
Part 3 The Board	15
16.0 Powers of the Board	15
17.0 Composition and Membership of the Board	15
18.0 Election of Directors	16
19.0 President	17
20.0 Office Bearers.....	17
21.0 Casual Vacancies	18
22.0 Removal of Directors	19
23.0 Board Meetings and Quorum	19
24.0 Director Interests	20
25.0 Use of Technology at Board Meetings	21
26.0 Delegation by the Board to Sub-committee	21
27.0 Decisions of the Board	22
Part 4 General Meetings.....	23
28.0 Annual General Meetings - holding of.....	23
29.0 Annual General Meetings - calling of and business at.....	23
30.0 Special General Meetings.....	23
31.0 Notice of General Meeting	24
32.0 Quorum for General Meetings	25
33.0 Chairperson	25
34.0 Adjournment.....	26
35.0 Determinations at General Meetings.....	26
36.0 Special Resolutions	26
37.0 Voting	26
38.0 Proxy Votes.....	27
39.0 Electronic ballots.....	27
40.0 Use of technology at General Meetings	28
Part 5 Miscellaneous	28
41.0 Insurance	28
42.0 Income.....	28
43.0 Funds - management	28
44.0 THAI is non-profit.....	29
45.0 Winding Up	29
46.0 Change to Constitution.....	29

47.0 Auditor.....	29
48.0 Custody of Books	30
49.0 Inspection of Books.....	30
50.0 Service of Notices	30
51.0 Financial year	31
53.0 Indemnity	31

Part 1 Preliminary

1.0 Name of Association

The name of the Association is Tamworth Hockey Association Incorporated (“THAI”).

2.0 Definitions

2.1 In this constitution:

“*Act*” means the Associations Incorporation Act 2009.

“*Affiliated Club*” means such club as may be admitted as an affiliated club by resolution of the Board, provided that the application for affiliation has been made in writing and accepted by the Board. An Affiliated Club is a voting Member of the Association subject to clause 37.3

“*Annual General Meeting*” means the general meeting called in accordance with Clause 28

“*Association Life Member*” means a member of the Association through years of service and dedication to the improvement and provision of Hockey for the Association has been conferred life time membership on them by the Members of the Association at a lawfully convened General meeting of the Association

“*Board*” means body consisting of Directors of THAI constituting ‘The Committee’ for the purposes of the Act

“*Constitution*” means this constitution of THAI

“*Delegate*” means the person appointed from time to time to act for and on behalf of an affiliated club and to represent the affiliated club at general meetings

“*Director*” means a member of the Board elected or appointed in accordance with this Constitution and includes any person acting in that capacity from time to time.

“*Electronic Mail*” means any form of electronic transmission of data generally used by THAI or otherwise approved from time to time by the Board.

“*FIH*” means the Federation Internationale de Hockey.

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

“*Hockey*” means the game of hockey, and includes field hockey and indoor hockey, and modified versions of these forms of hockey, but does not include ice or underwater hockey.

“*HA*” means Hockey Australia Limited, a company incorporated and limited by guarantee under the Corporations Act, 2001.

“*HNSW*” means Hockey New South Wales Limited (ACN 104 263 381).

“*Individual Member*” means a person who is a current financial member of HA and HNSW

“*Member*” means a member of THAI under clause 5.1

“*Objects*” mean the objects of THAI in clause 3.

“*President*” means the person elected or appointed under this Constitution who shall be the nominal head of THAI, preside at Annual General Meetings, represent THAI at official occasions and in furtherance of its Objects and perform such other functions as determined by the Board.

The person appointed to the position of President under this Constitution shall be a member of the Board and be a Director.

“*Public Officer*” means a person appointed by the Board to the role of public officer of THAI in accordance with the Act.

“*Quorum*” means the minimum number of people required under this Constitution to be present at a meeting to make valid decisions.

“*Region*” means the geographical area for which THAI is responsible as recognised by HNSW.

“*Regulations*” mean any rules, regulations, policies, charters, procedures, by-laws, position statements, terms of reference. Note this does not refer to “The Regulation - Associations Incorporation Regulation 2016 (NSW)”

“*Register*” means a register of Members kept and maintained in accordance with clause 10.

“*Resolution*” means any resolution passed at any meeting pursuant to voting provisions of this Constitution

“*Secretary*” means:

- (a) the person holding office under this constitution as Secretary of the Association; or
- (b) if no such person holds that office — the Public Officer of THAI.

“*Special General Meeting*” means a general meeting of THAI other than an Annual General Meeting.

“*Special Resolution*” means a resolution at any meeting to which 21 days’ notice has been provided and passed by a majority of not less than three-quarters of Members present and entitled to vote, pursuant to voting provisions of this Constitution.

“*The Regulation*” means Associations Incorporation Regulation 2016 (NSW)

2.2 Interpretation

Subject to any other provision, the Board shall determine any interpretation required of this Constitution and the following shall apply:

- (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 "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.

(i) a reference to a constitution shall include a reference to any Regulations associated with the relevant organisation and the Act.

(j) a reference to THAI shall be a reference to the Board or any other person or Committee with delegated authority.

(k) a reference to the Board shall include a reference to any person or Committee with delegated authority.

(l) a reference to members being present at a meeting shall not include any proxy votes being held, unless specified to the contrary.

(m) a reference to the Regulations shall include any determination of the Board from time to time.

2.3 Severance

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

2.4 The Act

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.

3.0 Objects of Association

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

(a) conduct, encourage, promote, develop, advance, govern and administer hockey throughout the region;

(b) participate as a member of HNSW so hockey can be conducted, encouraged, promoted, developed, advanced and administered throughout the region and New South Wales;

(c) promote mutual trust and confidence between THAI, HNSW, HA and the members in pursuit of these Objects;

(d) act on behalf of, and in the interest of, the members and hockey in the region;

(e) affiliate and otherwise liaise with HNSW and utilise where applicable its rules and policy framework to further these Objects and hockey;

(f) abide by, promulgate, enforce and secure uniformity in the application of the rules of hockey as may be determined from time to time by HA or FIH and as may be necessary for the management and control of hockey and related activities in the region;

(g) Undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

4.0 Powers of Association

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

Part 2 Membership

5.0 Members

All participants (players, officials, directors, volunteers) in Tamworth Hockey Association must be financial members of HA and HNSW

5.1 Categories of Members

The Members of the Association shall consist of:

- a) Affiliated Clubs, which subject to this Constitution, shall be represented by a Delegate, who shall have the right to receive notice of General Meetings and be present, debate and vote on behalf of the Affiliated Club at General Meetings.
- b) Association Life Members, subject to clause 5.2, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present and to debate at General Meetings, but shall have no voting rights
- c) Association Members who shall have the right to be present at General Meetings but shall have no rights, to debate or to vote at General Meetings
- d) Directors, who shall have the right to be present and to debate at General Meetings, but have no right to vote
- e) Such new or other categories of Members as may be established by the Board. Any new category of Member established by the Board cannot be granted voting rights without the approval of the Members in General Meeting.

5.2 Association Life Members

- a) The Board may recommend to the Annual General Meeting that any natural person who has rendered distinguished service to THAI or Hockey, where such service is deemed to have assisted the advancement of Hockey in the Region, be appointed as a Life Member.
- b) A resolution of the Annual General Meeting to confer life membership (subject to clause 5.2(c)) on the recommendation of the Board must be a Special Resolution.

- c) A person must accept or reject THAI's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

6.0 Affiliation

6.1 Clubs

- (a) To be, or remain, eligible for membership, a Club should be incorporated or in the process of incorporation. If a Club is not incorporated, it is recommended that the Club become incorporated
- (b) The Board may deem a Club to be 'incorporated' if they are part of another legal entity such as a university or school.
- (c) For such time as the Club is not incorporated, the Secretary of any such unincorporated Club shall be deemed to be the Member (on behalf of the unincorporated entity). The Secretary of the Club shall be entitled to exercise the same voting and other rights and have the same obligations and shall follow such procedures on behalf of the unincorporated Club as incorporated Members, to the extent that this is possible.
- (c) Any dispute or uncertainty as to the application of this Constitution to an unincorporated Club shall be resolved by the Board in its sole discretion.

6.2 Application for Affiliation

An application for membership of THAI:

- (a) must be made in writing (including by email or other electronic means, if the Board so determines) in the form determined by the Board, and
- (b) accompanied by a copy of the applicant's constitution (if applicable, which must be acceptable to THAI and must substantially conform to this Constitution) and the applicant's register of members
- (c) accompanied by the appropriate fee (if any) which is set by the Board, from time to time.
- (d) must be lodged (including by electronic means, if the Board so determines) with the Secretary of THAI.

6.3 Discretion to Accept or Reject Application

- (a) As soon as practicable after receiving an application for membership, the Secretary must refer the application to the Board, which is to determine whether to approve or to reject the application.
- (b) As soon as practicable after the Board makes that determination, the Secretary must notify the applicant in writing (including by email or other electronic means, if the Board so determines) that the Board approved or rejected the application (whichever is applicable)

(c) THAI may accept or reject an application whether the applicant has complied with the requirements in clauses 6.1 and 6.2 or not.

(d) Where THAI accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The Secretary shall amend the Register accordingly as soon as practicable.

(e) Where THAI rejects an application the Association shall refund any fees

6.4 The Secretary must, on acceptance by the Board, enter or cause to be entered the applicant's name in the register of members and, on the name being so entered, the applicant becomes a member of THAI.

6.5 Clubs must re-affiliate annually with THAI pursuant to this Constitution and procedures set down in the Regulations.

7.0 Cessation of Membership

A Club or Association Member person ceases to be a member of THAI if:

(a) resigns membership, or

(b) is expelled from THAI, or

(c) is non financial by failing to pay the monies under clause 11 within 3 months after the monies is due, or

(d) dies

8.0 Effect of Membership

8.1 Membership Agreement

Members acknowledge and agree that:

(a) this Constitution constitutes a contract between each of them and THAI and that they are bound by this Constitution and the regulations and HNSW's and HA's constitution and regulations;

(b) they shall comply with and observe this Constitution and the regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;

(c) by submitting to this Constitution and regulations they are subject to the jurisdiction of THAI, HNSW and HA;

(d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Hockey in Tamworth;

(e) at all times act in good faith and support of THAI in pursuit of the Objects for and on behalf of the interests of all Members and Hockey;

(f) they are entitled to all benefits, advantages, privileges and services of THAI membership

8.2 A right, privilege or obligation of being a member of THAI:

- (a) is not capable of being transferred or transmitted to others, and
- (b) terminates on cessation of the membership.

8.3 Obligations of Members

Each Member must:

- (a) adhere to any code of conduct or Regulations relating to behaviour;
- (b) maintain and enhance (where possible) the Regulations, standards, quality and reputation of both THAI and Hockey;
- (c) not act in a manner unbecoming of a Member or prejudicial to the Objects or the interests or reputation of THAI or Hockey.

8.4 Obligation of Affiliated Clubs

Further to any other provision of this Constitution, each Club acknowledge and agree to:

- (a) have objects that align and are consistent with this Constitution and do all things reasonably necessary to enable those objects to be achieved;
- (b) take all necessary steps to ensure its constituent documents conform with this Constitution and the Regulations as amended from time to time;
- (c) promote, promulgate and enforce the provisions of this Constitution and any Regulation, direction or ruling of THAI;
- (d) be responsible and accountable to THAI for fulfilling its obligations to develop Hockey in accordance with any strategic plan developed from time to time by or with THAI;
- (e) operate with and promote confidence and mutual trust between THAI and the Members;
- (f) ensure that the Delegate or other nominated representative attends all meetings as requested or convened by THAI;
- (g) do all things reasonably necessary to maintain an accurate and updated register of members in accordance with requirements of THAI and provide a copy of the register, to THAI for the purposes of administration, governance and promotion of Hockey;
- (h) not do or permit to be done any act or things which might adversely affect or derogate THAI (including its standards, quality, reputation, operation) and the maintenance and development of Hockey;
- (i) not to undermine, compete with or act in contravention of THAI.
- (j) advise THAI as soon as practicable of any serious administrative, operational or financial issues and assist THAI in investigating (if required) and addressing those issues in whatever manner and on such conditions THAI considers appropriate;
- (k) take reasonable steps to prevent, or discipline when necessary, any of its members or any participant associated with it from acting in a way that is likely to

bring THAI, HNSW or Hockey Australia into disrepute or which might adversely affect or derogate from the Regulations, standards, quality and reputation of Hockey and its maintenance and development;

(l) ensure that all of its Club office bearers or executives are current registered Hockey Australia members during their term of office.

9.0 Discontinuance of Membership

9.1 Notice of Resignation

(a) A member having paid all arrears of fees payable to THAI may resign from membership of THAI by first giving to the Secretary written notice of at least 1 month of the member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.

(b) If a member of THAI ceases to be a member under sub-clause 9.1 (a) and in every other case where a member ceases to hold membership, the Secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

9.2 Discontinuance for breach

a) Membership of Thai may be discontinued by the Board upon breach of any clause of this Constitution or the regulations, including but not limited to the failure to pay any monies owed to THAI, failure to comply with the regulations or any resolutions or determinations made or passed by the Board or any duly authorised committee.

b) Membership shall not be discontinued by the Board under clause 9.2(a) without the Board first giving the Member the opportunity to explain the breach and/or remedy the breach.

c) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under clause 9.2(a) by THAI giving written notice of the discontinuance to the Member.

d) A Member whose membership has been discontinued under clause 9.2:

i) must seek renewal or re-apply for membership in accordance with this Constitution; and

ii) may be re-admitted at the discretion of the Board.

10.0 Register of Members

10.1 The Secretary must establish and maintain a register of members THAI (whether in written or electronic form) specifying the name and postal, residential or email address of each entity / person who is a member of THAI together with the date on which the entity / person became a member.

10.2 The register of members must be kept in New South Wales:

(a) at the main premises of THAI, or

(b) if the association has no premises, at the association's official address.

10.3 Subject to clause 10.5 the register of members must be open for inspection, free of charge, by any member of THAI at any reasonable hour.

10.4 A member of THAI may obtain a copy of any part of the register on payment of a fee of not more than \$1 for each page copied.

10.5 If a member requests that any information contained on the register about the member not be available for inspection as stated in clause 10.1, that information must not be made available for inspection.

10.6 A member must not use information about an entity/ person obtained from the register to contact or send material to the person, other than for:

- (a) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the association or other material relating to THAI as, or
- (b) any other purpose necessary to comply with a requirement of the Act or the Regulation.

10.7 If the register of members is kept in electronic form:

- (a) it must be convertible into hard copy, and
- (b) the requirements in sub-clauses 10.2 and 10.3 apply as if a reference to the register of members is a reference to a current hard copy of the register of members.

11.0 Fees and Registration

11.1 All players, coaches and officials who use THAI facilities must be a current registered member of HA and HNSW.

11.2 Upon admission to THAI no joining fee is payable by the new member.

11.3 A member of THAI must pay to THAI an Annual Affiliation fee.

The fee is payable:

- (a) Except as provided by paragraph (b), before the first day of the financial year of THAI in each calendar year, or
- (b) if the member becomes a member on or after the first day of the financial year of THAI in any calendar year—on becoming a member and before the first day of the financial year of the association in each succeeding calendar year.

11.4 Other fees may be determined by the Board as needed

11.5 All fees in Clause 11.0 are determined and reviewed annually by the Board

11.6 The fees determined in clause 11.3, and clause 11.4 may vary between different competitions of THAI.

11.7 No fee in Clause 11.0 is refundable

12.0 Members' Liabilities

The liability of a member of THAI to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of THAI is limited to the amount, if any, unpaid by the member in respect of membership of THAI as required by clause 11.

13.0 Grievance Procedure

- (a) The grievance procedure set out in this clause applies to disputes under the provisions of this Constitution between:
 - i) THAI and a Member; or
 - ii) A Member and THAI; or
 - iii) A Member and another Member
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all parties. Either party appoint an independent person to assist the parties to resolve the dispute
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by THAI in accordance with regulations
- (d) The Board may prescribe additional grievance procedures in regulations consistent with this clause.

14.0 Discipline of Members

14.1 A complaint may be made to the Board by any person that a member of the association:

- (a) has refused or neglected to comply with a provision or provisions of this constitution, or
- (b) has wilfully acted in a manner prejudicial to the interests of the association.

14.2 the Board may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.

14.3 If the Board decides to deal with the complaint, the Board:

- (a) must cause notice of the complaint to be served on the member concerned, and
- (b) must give the member at least 14 days from the time the notice is served within which to make submissions to the Board in connection with the complaint, and
- (c) must take into consideration any submissions made by the member in connection with the complaint.

14.4 The Board may, by resolution, expel the member from the association or suspend the member from membership of the association if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.

14.5 If the Board expels or suspends a member, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the Board for having taken that action and of the member's right of appeal under clause 15.

14.6 The expulsion or suspension does not take effect:

- (a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
- (b) if within that period the member exercises the right of appeal, unless and until the association confirms the resolution under clause 15, whichever is the later.

15.0 Right of Appeal of Disciplined Member

15.1 A member may appeal to THAI in general meeting against a resolution of the Board under clause 14, within 7 days after notice of the resolution is served on the member, by lodging with the Secretary a notice to that effect.

15.2 The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.

15.3 On receipt of a notice from a member under sub-clause 15.1, the Secretary must notify the Board, which is to convene a general meeting of the association to be held within 28 days after the date on which the Secretary received the notice.

15.4 At a general meeting of the association convened under sub-clause 15.3:

- (a) no business other than the question of the appeal is to be transacted, and
- (b) the Board and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
- (c) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

15.5 The appeal is to be determined by a simple majority of votes cast by members of the THAI.

Part 3 The Board

16.0 Powers of the Board

Subject to the Act, and this constitution and any resolution passed by the association in general meeting, the Board:

- (a) is to control and manage the affairs of THAI, and
- (b) may exercise all the functions that may be exercised by THAI, other than those functions that are required by this constitution to be exercised by a general meeting of members of THAI, and
- (c) has power to perform all the acts and do all things that appear to the Board to be necessary or desirable for the proper management of the affairs of THAI.

17.0 Composition and Membership of the Board

17.1 The Board is to consist of:

- (a) at least 3 (three) Directors and not more than 7 (seven) and shall be elected under clause 18
- (b) No more than 2 (two) directors shall be elected from a single affiliated club
- (c) A director cannot be the delegate of an affiliated club
- (d) A Director maybe independent of Hockey based on needs determined by the Association

17.2 A director is elected for a 2 (two) year term

17.3 The maximum number of terms that a Director can serve is 6 (six)

17.4 3 (three) Directors having served their term of office and subsequently 4 (four) directors having served their term of office will be elected on alternating years.

2024, 2026, 2028, 2030 (Even Years)	2023, 2025, 2027, 2029 (Odd Years)
3 Directors to be elected	4 Directors to be elected

17.5 Existing Committee transition provisions

- (a) Immediately upon approval of this constitution all positions of the current Committee will be declared vacant with the exception of President .
- (b) An election subject to clause 18 shall immediately be called where:
 - i) the Nominees elected with the first , second and third highest of votes will be elected for a term not exceeding the Annual General Meeting to be held in 2024
 - ii) the nominees with the fourth, fifth and sixth highest number of votes will be elected for a term not exceeding the conclusion of the Annual General Meeting to be held in 2023
 - iii) The President will serve until the conclusion of the Annual General Meeting 2023
 - iv) The newly elected Board will assume office at the close of the meeting where this constitution is approved and after Director elections having been held under clause 18 of this constitution
- (c) Current Committee members are free to seek re-election subject to the conditions of this constitution

17.7 Each member of the Board is, subject to this constitution, to hold office not exceeding the duration of their elected term clause 17.2, up to and until the conclusion of the Annual General Meeting where director elections are held, and is eligible for re- election subject to clause 17.3.

18.0 Election of Directors

18.1 Nominations of candidates for election as Directors of THAI:

(a) must be made in writing, signed by 2 voting members of THAI and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and

(b) must be delivered to the Secretary of the association at least 7 days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.

18.2 If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are taken to be elected and further nominations are to be received at the Annual General Meeting.

18.3 If insufficient further nominations are received at the Annual General Meeting, any vacant positions remaining on the Board are taken to be casual vacancies.

18.4 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.

18.5 If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.

18.6 The ballot for the election of Directors of the Board is to be conducted at the annual general meeting in any usual and proper manner that the Board directs and is set out in the Regulations.

18.7 A person nominated as a candidate for election as a Director of THAI must be a individual member of THAI.

19.0 President

The President shall be appointed as follows:

(a) The Directors shall, in accordance with this Constitution and by a resolution passed at a meeting convened for the purpose as soon as is practicable after each Annual General Meeting, elect from amongst their number a Director to act as President.

(b) Subject to this Constitution, the person elected as President shall remain in that office until the conclusion of the next Annual General Meeting.

20.0 Office Bearers

20.1 The Board must assign Office Bearers. The positions the Board assigns are:

Vice President, Public Officer, Treasurer.

20.2 The President cannot be an Office Bearer under Clause 20 of this constitution.

20.3 The Board may assign other portfolio positions to other Directors or suitable members who are not a member of the Board

20.4 Secretary

The Administration Officer of THAI is the Secretary of THAI

The Secretary of THAI, as soon as practicable after assuming duties as Secretary, lodge notice with THAI of his or her address.

The Secretary of THAI, within 28 (twenty eight) days shall notify NSW Fair Trading and Australian Business Registry of changes to President, Public Officer and Office bearers of THAI

(a) It is the duty of the Secretary to keep minutes (whether in written or electronic form) of:

(i) all appointments of office-bearers and members of the Board, and

(ii) the names of members of the Board present at a board meeting or a general meeting, and

(iii) all proceedings at board meetings and general meetings.

(b) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

(c) The signature of the chairperson may be transmitted by electronic means for the purposes of sub-clause 19.3 (b).

(d) The Secretary is not a Director of the Board and is not entitled to vote at Board Meetings

(e) At a meeting where the Secretary is unable to attend the Chairperson will assign the duties of Secretary for that specific meeting

(f) For Director only Meetings the Chairperson will assign the duty of Secretary for that specific Meeting.

20.5 Treasurer

It is the duty of the treasurer of the association to ensure:

(a) that all money due to the association is collected and received and that all payments authorised by the association are made, and

(b) that correct books and accounts are kept showing the financial affairs of the association, including full details of all receipts and expenditure connected with the activities of the association.

21.0 Casual Vacancies

21.1 In the event of a casual vacancy occurring in the membership of the Board, the Board may appoint a natural person to fill the vacancy and the Director so appointed is to hold office, subject to this constitution, until the Annual General Meeting next following the date of the appointment.

21.2 A casual vacancy in the office of a member of the Board occurs if the member:

(a) dies, or

(b) ceases to be a member of THAI, or

(c) is or becomes an insolvent under administration within the meaning of the Corporations Act 2001 of the Commonwealth, or

- (d) resigns office by notice in writing given to the Secretary, or
- (e) is removed from office under clause 22, or
- (f) becomes a mentally incapacitated person, or
- (g) is absent without the consent of the Board from 3 consecutive meetings of the Board, or
- (h) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months, or
- (i) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the Corporations Act 2001 of the Commonwealth.
- (j) satisfy clause 18.3 of this constitution

22.0 Removal of Directors

22.1 THAI in general meeting may by special resolution remove any member of the Board from the Office of Director before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the Director so removed.

22.2 If a member of the Board to whom a proposed special resolution referred to in sub-clause 22.1 relates makes representations in writing to the Secretary or President (not exceeding a reasonable length) and requests that the representations be notified to the members of THAI, the Secretary or the President may send a copy of the representations to each member of THAI or, if the representations are not so sent, the Directors is entitled to require that the representations be read out at the meeting at which the special resolution is considered.

22.3 A Director removed by a special resolution of members cannot be reappointed to a casual vacancy without a further resolution of Members authorising the appointment.

23.0 Board Meetings and Quorum

23.1 The Board must meet at least 4 times in each period of 12 months at the place and time that the Board may determine.

23.2 Additional meetings of the Board may be convened by the President or by any member of the Board.

23.3 Oral or written notice of a meeting of the Board must be given by the Secretary to each member of the Board at least 7 (seven) days before the time appointed for the holding of the meeting.

23.4 Notice of a meeting given under sub-clause 23.3 must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Board members present at the meeting unanimously agree to treat as urgent business.

23.5 Quorum

- (a) Where the Board consists of a full seven (7) members any 4 members of the Board constitute a quorum for the transaction of the business of a meeting of the Board.

(b) Where the Board consists of a membership less than the maximum number of members any 3 members of the Board constitute a quorum for the transaction of the business of a meeting of the Board.

23.6 Subject to clause 23.5, the Board may act despite any vacancy on the Board.

23.7 No business is to be transacted by the Board 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 is to stand adjourned to the same place and at the same hour of the same day in the following week.

23.8 If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

23.98 At a meeting of the Board:

(a) the President or, in the President's absence, the vice-President is to preside, or

(b) if the President and the vice-President are absent or unwilling to act, one of the remaining members of the Board chosen by the members present at the meeting is to preside.

24.0 Director Interests

24.1 Declaration of Interest

A Director shall declare their interest in any:

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

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

24.2 Disclosure of Interests

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

(b) Where deemed appropriate by the Board or in accordance with the Act, disclosed interests must also be disclosed to Members in General Meeting.

24.3 General Disclosure

A general notice that a Director is a member of any specified entity and is to be regarded as interested in all transactions with that entity is sufficient declaration under clause 20.9 as regards such Director and the said transactions. After such general notice, it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

24.4 Recording Disclosure

- (a) Any declaration made, any disclosure or any general notice given by a Director in accordance with clauses 24 must be recorded in the minutes of the relevant meeting.
- (b) All declarations will be recorded in a register held by the Secretary and will include the nature of interest as defined in clause 24.1 and the date of disclosure

25.0 Use of Technology at Board Meetings

25.1 Without limiting the power of the Board to regulate its meetings as it determines appropriate, a meeting of the Board 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 in accordance with the usual procedures agreed upon or laid down from time to time by the Board or this Constitution;
- (c) if a failure in communications prevents a quorum being established, then the meeting shall be suspended until communications are re-connected. If such condition is not satisfied within fifteen (15) minutes from the interruption the meeting shall be deemed to have terminated or adjourned; 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 chairperson of the meeting is located.

26.0 Delegation by the Board to Sub-committee

26.1 The Board may, by instrument in writing, delegate to one or more sub-committees (consisting of Directors, members or non-members of THAI that the Board deems fit) the exercise of any of the functions of the Board that are specified in the instrument, other than:

- (a) this power of delegation, and
- (b) a function which is a duty imposed on the Board by the Act or by any other law.

26.2 A function the exercise of which has been delegated to a sub-committee under this clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.

26.3 A delegation under this clause may be made subject to any conditions or limitations as to the exercise of any function, or as to time or circumstances, that may be specified in the instrument of delegation.

26.4 Despite any delegation under this clause, the Board may continue to exercise any function delegated.

26.5 Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the Board.

26.6 The Board may, by instrument in writing, revoke wholly or in part any delegation under this clause.

26.7 A sub-committee may meet and adjourn as it thinks appropriate.

26.8 Special Committees

Charters for Special committees are prepared / updated and approved by the Board Annually.

The Board will establish each year the following committee[s]:

(a) Disciplinary Tribunal

For the independent hearing and delivering findings and or suspensions referred from Grievances under Clauses 13, 14 and or from transgression in THAI managed competitions;

- i. Membership of the Tribunal should where practicable include a suitably qualified legal practitioner

(b) Finance, Risk and Audit Committee

- i. For the independent review, assessment and recommendation of THAI's financial position, risk profile and audit outcomes.
- ii. The Treasurer is a member of this committee as a permanently invited guest to this committee.

27.0 Decisions of the Board

27.1 Resolutions by Voting

Matters arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Directors shall for all purposes be deemed a determination of the Board. All Directors shall have one (1) vote on any matter. Where voting is equal, the President, or chairperson if the President is not present, may exercise a casting vote. If the President or chairperson does not exercise a casting vote, the motion will be lost.

27.3 Any act or thing done or suffered, or purporting to have been done or suffered, by the Board or by a sub-committee appointed by the Board, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Board or sub-committee.

27.4 Resolutions not in Meeting (by Circulation)

A resolution in writing, signed or assented to by any form of Electronic Mail by a quorum of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the Directors.

Part 4 General Meetings

28.0 Annual General Meetings - holding of

28.1 THAI must hold its first Annual General Meeting within 18 months after its registration under the Act.

28.2 THAI must hold its Annual General Meetings:

- (a) within 6 months after the close of the association's financial year, or
- (b) within any later time that may be allowed or prescribed under section 37 (2) (b) of the Act.
- (c) THAI a Annual General Meeting may be held at 2 or more venues using any technology approved by the Board that gives each of THAI's members a reasonable opportunity to participate.
- (d) A member who participates in a Annual General Meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

29.0 Annual General Meetings - calling of and business at

29.1 The Annual General Meeting of THAI is, subject to the Act and to clause 28, to be convened on the date and at the place and time that the Board thinks fit.

29.2 In addition to any other business which may be transacted at an annual general meeting, the business of an Annual General Meeting is to include the following:

- (a) to confirm the minutes of the last preceding Annual General Meeting and of any special general meeting held since that meeting,
- (b) to receive from the Board reports on the activities of the association during the last preceding financial year,
- (c) to elect Directors of THAI
- (d) to receive and consider any financial statement or report required to be submitted to members under the Act.
- (e) business raised by Members in accordance with this Constitution clause 31.4

29.3 An Annual General Meeting must be specified as that type of meeting in the notice convening it.

30.0 Special General Meetings

30.1 All meetings other than the Annual General Meeting are deemed Special General Meetings

30.2 The Board may, whenever it thinks fit, convene a special general meeting of THAI

30.3 The Board must, on the requisition of at least 25% of the total number of members, convene a special general meeting of the association.

30.4 A requisition of members for a special general meeting:

- (a) must be in writing, and

- (b) must state the purpose or purposes of the meeting, and
- (c) must be signed by the members making the requisition, and
- (d) must be lodged with the Secretary, and
- (e) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.

30.5 If the Board fails to convene a special general meeting to be held within 1 month after the date on which a requisition of members for the meeting is lodged with the Secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.

30.6 A special general meeting convened by a member or members as referred to in clause 30.4 must be convened as nearly as is practicable in the same manner as general meetings are convened by the Board.

30.7 For the purposes of sub-clause 30.4:

- (a) a requisition may be in electronic form, and
- (b) a signature may be transmitted, and a requisition may be lodged, by electronic means.

31.0 Notice of General Meeting

31.1 Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the Secretary must, at least 21 days before the date fixed for the holding of the general meeting, give a notice to each member entitled to receive a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

31.2 If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the Secretary must, at least 28 days before the date fixed for the holding of the general meeting, cause notice to be given to each entitled member specifying, in addition to the matter required under sub clause 31.1, the intention to propose the resolution as a special resolution.

31.3 No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted under clause 29.2.

31.4 A member desiring to bring any business before a general meeting may give notice in writing of that business to the Secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member. If the member provides less than 14 (fourteen) days notice for the business the matter will be held over to the next general meeting for inclusion.

31.5 The Notice for a general meeting will include:

- (a) the preliminary agenda for the meeting;
- (b) an invitation to submit any motions as special business to vote upon;

- (c) the preliminary agenda for the meeting;
- (d) request for nominations for any elected positions (if any); and
- (e) forms of authority in blank for proxy votes

32.0 Quorum for General Meetings

32.1 No item of business is to be transacted at a general meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.

32.2 Fifty Percent (50%) of members present (being members entitled under this constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.

32.3 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 on the requisition of members—is to be dissolved, and
- (b) in any other case—is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.

32.4 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 fifty percent (50%) of those entitled to vote are to constitute a quorum.

33.0 Chairperson

33.1 The President or, in the President's absence, the vice-President, is to preside as chairperson at each general meeting of the association.

33.2 If the President and the vice-President are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

33.3 Where a conflict of interest exists for a motion to be heard, the Chairperson will stand aside for that motion while it is heard and voted upon. The members present must elect one of their number to preside as chairperson while the motion is heard and voted upon.

34.0 Adjournment

34.1 The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

34.2 If a general meeting is adjourned for 14 days or more, the Secretary must give written notice of the adjourned meeting to each member of the association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

35.0 Determinations at General Meetings

35.1 A motion arising at a general meeting of THAI is to be determined by:

- (a) a show of hands or, if the meeting is one to which clause 37 applies, any appropriate corresponding method that the Board may determine, or
- (b) if on the motion of the chairperson or if 4 or more members present at the meeting decide that the question should be determined by a written ballot—a written ballot.

35.2 If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

35.3 Sub-clause 35.2 applies to a method determined by the Board under clause 35.1 (a) in the same way as it applies to a show of hands.

35.4 If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.

35.5 Any resolution of Members in General Meeting shall not invalidate any prior act or decision of the Board which would have been valid had that resolution not been passed.

35.6 Any dispute of fact or interpretation at General Meetings shall be determined by the President, or the chairperson if the President is not present. Such determination shall be absolute and cannot be a point of dispute.

36.0 Special Resolutions

A special resolution may only be passed by the association in accordance with section 39 of the Act.

37.0 Voting

37.1 On any motion arising at a general meeting of THAI an entitled member has one vote only. The vote is cast by the delegate

37.2 In the case of an equality of votes on a motion at a general meeting, the chairperson is not entitled to exercise a casting vote. If the vote is equal then the motion will be lost.

37.3 A member is not entitled to vote at any general meeting of the association unless all money due and payable by the member to the association has been paid.

37.4 A vote by a member is to be cast by a person who is 18 years of age or older. This clause includes votes by the member delegate and or cast by a proxy at any general meeting of the association.

38.0 Proxy Votes

38.1 Proxy Form

Proxy voting shall be permitted at all General Meetings provided a proxy form in the form approved by the Board from time to time, has been duly completed and executed and is lodged with the Secretary at or before the commencement of the meeting.

38.2 Exercise of Proxy

Proxies shall only be exercised by Members entitled to vote and/or the President. No Member entitled to vote shall exercise more than one (1) proxy vote at any one (1) time.

38.3 Authority to Demand Poll

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

38.4 Proxy Instructions

A Delegate shall be entitled to instruct their proxy to vote in favour of or against any proposed motion. Unless otherwise instructed the proxy vote may be exercised by the Member holding the proxy as they think appropriate at their discretion.

39.0 Electronic ballots

39.1 Electronic voting may be by means of email, accessing of a voting website, or any other method determined by the Board.

39.2 At least 7 days before the date fixed for the closing of the ballot, each Member entitled to vote must be given:

- (a) access to an electronic ballot paper, or to a voting website containing an electronic ballot paper; and
- (b) access to information about:
 - (i) how the ballot paper must be completed, and
 - (ii) the closing date of the ballot, and
 - (iii) if voting is by email—the address where the ballot paper is to be returned, and
 - (iv) if voting is by accessing a voting website—the internet address of the website, any passwords required to access the website and how the completed electronic ballot paper is to be sent to the returning officer using the website.

39.3 For any vote to be valid, the vote must be in accordance with the instructions contained in the information provided in accordance with clause 39.2. The President shall determine any disputes as to the validity of any vote and such determination shall be absolute.

39.4 An electronic ballot paper must be provided to Members with reasonable time for Members to cast their vote.

39.5 All electronic ballot papers are to be stored securely until the counting of the votes begins.

40.0 Use of technology at General Meetings

40.1 A general meeting may be held at 2 or more venues using any technology approved by the Board that gives each of the association's members a reasonable opportunity to participate.

40.2 A member of an association who participates in a general meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

Part 5 Miscellaneous

41.0 Insurance

The Board may effect and maintain insurances deemed suitable to support THAI, its members and its officers.

42.0 Income

42.1 The funds of THAI are to be derived from fees of members (clause 11) , donations, grants, canteen, hire charges and, subject to any resolution passed by the association in general meeting, any other sources that the Board determines.

42.2 All money received by THAI must be deposited as soon as practicable and without deduction to the credit of the association's bank or other authorised deposit - taking institution account.

42.3 The association must, as soon as practicable after receiving any money, issue an appropriate receipt.

43.0 Funds - management

43.1 Subject to any resolution passed by THAI in general meeting, the funds of the association are to be used solely in pursuance of the objects of the association in the manner that the Board determines.

43.2 All electronic payments, cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by 2 (two) authorised signatories.

43.3 Payments (including cash) by THAI must be authorised by 2 (two) authorised signatories prior to payment

43.4 Authorised signatories are drawn from current Directors on the Board of THAI and or the Administration Officer.

43.5 No more than four signatories can be authorised at anytime

44.0 THAI is non-profit

Subject to the Act and the Regulation, the association must apply its funds and assets solely in pursuance of the objects of the association and must not conduct its affairs so as to provide a pecuniary gain for any of its members.

45.0 Winding Up

45.1 Subject to the Act and the Regulations, in a winding up of THAI, any surplus property of THAI is to be transferred to another organisation with similar objects and which is not carried on for the profit or gain of its individual members.

45.2 In this clause, a reference to the surplus property of THAI is a reference to that property of THAI remaining after satisfaction of the debts and liabilities of THAI and the costs, charges and expenses of the winding up of THAI

46.0 Change to Constitution

46.1 An application for registration of a change in the association's name, objects or constitution in accordance with section 10 of the Act is to be made by the Secretary or President.

46.2 Amendments to the Constitution of THAI require approval by special resolution by members of THAI clause 36 of this constitution

47.0 Auditor

47.1 Audit of Accounts

The accounts of THAI shall be examined and the true and fair view of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each Financial Year

47.2 Appointment of Auditor

A properly qualified auditor or auditors shall be appointed by THAI in General Meeting. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with the Corporations Act and generally accepted principles, and/or any applicable code of conduct.

47.3 Removal of Auditor

The auditor may be removed in General Meeting.

47.4 Casual Vacancy of Auditor Position

THAI shall appoint a replacement auditor upon any resignation of the appointed auditor or otherwise casual vacancy in the position of auditor. Such appointment shall only exist until the next annual General Meeting.

48.0 Custody of Books

Except as otherwise provided by this constitution, all records, books and other documents relating to the association must be kept in New South Wales:

- (a) at the main premises of the association, in the custody of the public officer or a member of the association (as the Board determines), or
- (b) if THAI has no premises, at THAI's official address, in the custody of the public officer.

49.0 Inspection of Books

49.1 The following documents must be open to inspection, free of charge, by a member of the association at any reasonable hour:

- (a) records, books and other financial documents of THAI,
- (b) this constitution,
- (c) minutes of all Board and Sub-Committee meetings and General Meetings of THAI.

49.2 A member of THAI may obtain a copy of any of the documents referred to in sub-clause 48.1 on payment of a fee of not more than \$1 for each page copied.

49.3 Despite sub-clauses 48.1 and 48.2, the Board may refuse to permit a member of THAI to inspect or obtain a copy of records of THAI that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the THAI.

50.0 Service of Notices

50.1 For the purpose of this constitution, a notice may be served on or given to a person:

- (a) by delivering it to the person personally, or
- (b) by sending it by pre-paid post to the address of the person, or
- (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.

50.2 For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:

- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
- (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
- (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

50.3 Any accidental omission to give Notice of any meeting to any person or entity entitled to receive such Notice shall not invalidate any Resolutions passed at such meeting.

51.0 Financial year

The financial year of the association is:

- (a) the period of time commencing on the date of incorporation of the association and ending on the following 30 June, and
- (b) each period of 12 months after the expiration of the previous financial year of the association, commencing on 1 July and ending on the following 30 June.

52.0 Delegate to Hockey NSW

52.1 The President shall act as the delegate to the HNSW. In the event that the delegate so appointed is unable to attend a required meeting (general or otherwise) of HNSW, the Board shall appoint an alternative delegate for that meeting.

52.2 The delegate to HNSW shall convey views of THAI on matters discussed at such conferences and shall report to the Board where appropriate on such meetings and other HNSW matters which arise.

53.0 Indemnity

53.1 Every Director and employee of THAI shall be indemnified out of the property and assets of THAI against any liability incurred by them in their capacity as Director or employee in defending any proceedings, whether civil or criminal in which judgement is given in their favour or in which they are acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the Court.

53.2 THAI shall indemnify its Directors and employees against all damages and losses (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

- (a) in the case of a Director, performed or made whilst acting on behalf of and with the authority, express or implied of THAI;
- (b) in the case of an employee, performed or made in the course of, and within the scope of their employment by THAI.