



Incorporation number: 32 346 974 102

CONSTITUTION OF

SOUTH COAST DISTRICT

Women's Bowling Association Inc.

Version: 2.4
Adopted: 5th June 2017

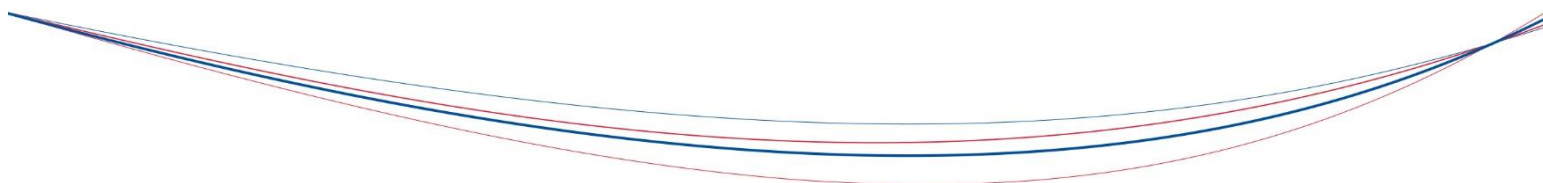


TABLE OF CONTENTS

1	NAME	1
2	OBJECTS OF DISTRICT ASSOCIATION	1
3	POWERS OF THE DISTRICT ASSOCIATION.....	1
4	DEFINITIONS AND INTERPRETATION	1
5	THE DISTRICT ASSOCIATION.....	4
6	MEMBERS	5
7	SUBSCRIPTIONS, FEES AND LEVIES.....	5
8	REGISTER OF MEMBERS	5
9	EFFECT OF MEMBERSHIP	6
10	DISCONTINUANCE OF MEMBERSHIP	6
11	DISCIPLINE	7
12	ANNUAL GENERAL MEETING.....	7
13	GENERAL MEETINGS	8
14	BUSINESS.....	8
15	NOTICES OF MOTION	9
16	NOTICE OF GENERAL MEETING	9
17	PROCEEDINGS AT GENERAL MEETINGS.....	9
18	VOTING AT GENERAL MEETINGS	11
19	VOTING NOT PERMITTED.....	11
20	POWERS OF THE MANAGEMENT COMMITTEE	11
21	THE MANAGEMENT COMMITTEE	12
22	ELECTION OF OFFICERS	12
23	COMMITTEES	13
24	VACANCIES ON THE MANAGEMENT COMMITTEE OR COMMITTEES.....	14
25	MEETINGS OF MANAGEMENT COMMITTEE.....	15
26	RECORDS AND ACCOUNTS	17
27	SOURCES OF FUNDS AND INCOME.....	17
28	AUDITOR	18

30	ALTERATION OF CONSTITUTION	18
31	DISSOLUTION	19
32	INDEMNITY	19
33	BY-LAWS.....	20

1 NAME

The name of the association is South Coast District Women's Bowling Association Inc. (**District Association**)

2 OBJECTS OF DISTRICT ASSOCIATION

The objects for which the District Association is established and maintained are to:

- (a) conduct, encourage, promote, advance and administer Bowls throughout the District Association's prescribed geographical area;
- (b) act, always, on behalf of and in the interest of the Member Clubs and Bowls in the District Association's prescribed geographical area;
- (c) be a member of and subject to the control and direction of WBNSW including adopting WBNSW's rules and policy frameworks to further these Objects;
- (d) abide by, enforce and secure uniformity in the application of the rules of Bowls as may be determined from time to time by Bowls Australia (**BA**) and/or WBNSW as may be necessary for the management and control of Bowls and related activities in New South Wales;
- (e) advance the operations and activities of the District Association throughout the District Association's prescribed geographical area; and
- (f) undertake and or do all such things or activities which are necessary, incidental, or conducive to the advancement of these Objects.

3 POWERS OF THE DISTRICT ASSOCIATION

Solely for furthering the Objects, the District Association has, in addition to the rights, powers and privileges conferred on it under the Act, the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act 2001.

4 DEFINITIONS AND INTERPRETATION

4.1 Definitions

In this Constitution unless the contrary intention appears, these words shall have the following meanings:

"Act" means the Associations Incorporation Act (NSW) 2009

"Annual General Meeting" means the annual general meeting of the District Association held in accordance with the Act.

"Bowls" means the sport of Bowls.

"By-Laws" means any By-Laws made by the Management Committee under Rule 33.

"Constitution" means this Constitution.

"Delegate" means the person elected from time to time by Member Clubs in the District Association's prescribed geographical area in accordance with Rule 5.3.

"District Association" means South Coast District Women's Bowling Association Inc.

"District" means any properly constituted association of Member Clubs formed within New South Wales established or recognised by WBNSW under the WBNSW Constitution and includes the District Association. A reference to "District" also includes the defined geographical District area of New South Wales with boundaries determined by WBNSW from time to time.

"Executive Officers" means the President, Vice Presidents, Secretary, and Treasurer of the District Association.

"Financial Year" means the year commencing 1 July and ending the following 30 June in any year.

"General Meeting" means the annual or any general meeting of the District Association.

"Intellectual Property" means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos, or films) or service marks relating to the District Association or any event, competition, or Bowls activity of or conducted, promoted, or administered by the District Association.

"Management Committee" means the body consisting of persons elected to the positions described in Rule 21.1.

"Member" means a member of the District Association under Rule 6.

"Member Club" means any properly constituted body whether incorporated or not, recognised by, and admitted to membership of WBNSW under the WBNSW Constitution.

"Member Player" means any person eighteen (18) years of age or older who is an individual member of a Member Club and who has the right to vote at any General Meeting of that Member Club, which is a Member of the District Association.

"WBNSW" means New South Wales Women's Bowling Association Inc trading as Women's Bowls NSW.

"WBNSW Constitution" means the Constitution of WBNSW and includes for the purposes of this document only any By-Laws made under the WBNSW Constitution.

"Objects" means the objects of the District Association set out in Rule 2.

"Committee" means any committee established by the District Association pursuant to Rule 23.

"President" means the president for the time being of the District Association.

"Region" means a properly defined geographical area of New South Wales with boundaries determined by WBNSW from time to time. A reference to "Region" also includes the committee or other body appointed to administer an approved area.

"Secretary" means the Secretary of the District Association for the time being elected under this Constitution, who is to be the Public Officer under the Act.

"Special Resolution" means a special resolution passed in accordance with the Act.

4.2 Interpretation

In this Constitution:

- (a) a reference to a term which is capitalised shall have the meaning given to it in the WBNSW Constitution, unless a different meaning is given to it in this Constitution;
- (b) a reference to a function includes a reference to a power, authority, and duty;
- (c) 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 or the performance of the duty;
- (d) words importing the singular include the plural and vice versa; and
- (e) a reference to "writing" shall unless the contrary intention appears, be construed as including references to printing, photography, and other modes of representing or reproducing words in a visible form including messages sent by e-mail.

4.3 Severance

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any authority, the phrase or provision must be read down for that authority, if possible, to be valid and enforceable. If it cannot be read down it shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution or affecting the validity or enforceability of that provision in any other authority.

5 THE DISTRICT ASSOCIATION

5.1 Establishment

To be eligible to become and/or remain a District, the District Association must:

- (a) be constituted upon the basis that:
 - (i) its membership is prohibited from sharing in the profits of the body;
 - (ii) its Member Clubs agree to abide by this Constitution and the WBNSW Constitution;
 - (iii) it must have its Constitution and any amendments to its Constitution approved by WBNSW; and
 - (iv) it must satisfy such other criteria as may be prescribed by WBNSW from time to time.

5.2 Compliance of District Association

The District Association shall:

- (a) be, and remain always, a member of and subject to the control and direction of WBNSW;
- (b) adopt rules and objects which reflect and conform with the WBNSW Constitution;
- (c) provide WBNSW with copies of its accounts and annual report and other associated documents within 30 days of the District Association's Annual General Meeting; and
- (d) support the appointed Region (if any) and WBNSW in the attainment and promotion of WBNSW's Objects.

5.3 Delegate

The District Association shall ensure its Member Clubs each elect a Delegate to attend and represent the Member Club at District Association General Meetings.

5.4 Operation of Constitution

The District Association agrees that:

- (a) it is subject to and bound by the WBNSW Constitution and that the WBNSW Constitution operates to create uniformity in the way in which the Objects and Bowls are to be conducted, promoted, and administered;
- (b) should the District Association be having administrative, operational, or financial difficulties, WBNSW may act to assist the District Association in whatever manner WBNSW considers appropriate, including, but not limited to the appointment of an administrator; and
- (c) in the event of any inconsistency between a term in this Constitution and a term in the WBNSW Constitution, the WBNSW Constitution prevails to the extent of any such inconsistency.

6 MEMBERS

- (a) Membership of the District Association shall be determined by WBNSW.
- (b) The Members of the District Association shall consist of:
 - (i) those Member Clubs in the District Association's prescribed geographical area;
 - (ii) Member Players; and
 - (iii) any other members of those Member Clubs.
- (c) Member Clubs shall, via their elected Delegates have the right to be present, debate and vote at General Meetings.
- (d) Districts are not permitted to appoint Life Members or Patrons.

7 SUBSCRIPTIONS, FEES, AND LEVIES

The time for and manner of payment of annual membership subscription fees and any other fees or levies payable by Member Clubs to the District Association shall be as determined by the Management Committee from time to time (subject always to the approval of WBNSW).

8 REGISTER OF MEMBERS

8.1 Secretary to Keep Register

The Secretary shall keep and maintain a register of Member Clubs and Member Players in accordance with the requirements of WBNSW and relevant legislation.

8.2 Inspection of Register

Having regard to confidentiality considerations, an extract of the Register, excluding the address of any Member Player shall be available for inspection by a Member Player, upon reasonable request from that Member Player.

9 EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and the District Association and that they are bound by this Constitution, the By-Laws and the WBNSW Constitution;
- (b) they shall comply with and observe this Constitution, the By-Laws, the WBNSW Constitution and any determination, resolution or policy which may be made or passed by the Management Committee or any duly authorised Committee;
- (c) by submitting to this Constitution and the By-Laws they are subject to the control and authority of WBNSW;
- (d) they are entitled to all benefits, advantages, privileges, and services of District Association membership; and
- (e) they will not become a party to any suit at law or equity, against the District Association, WBNSW, or any other Member Club, Member Player, or any other person subject to this Constitution, until all remedies and avenues of appeal allowed by this Constitution and/or the WBNSW Constitution have been exhausted, save with the written consent of the District Association and WBNSW.

10 DISCONTINUANCE OF MEMBERSHIP

10.1 Notice of Resignation

- (a) Any Member Club which has paid all moneys due and payable to the District Association may resign from the District Association. Advice of such resignation shall be advised by the Member Club to the District Association.
- (b) A Member Club may not resign, disaffiliate, or otherwise seek to withdraw from the District Association without approval by Special Resolution of the Member Club. A copy of the relevant minutes of the Member Club General Meeting showing that the Member Club have passed the Special Resolution must be provided to the District Association.

- (c) If a Member Club ceases to be a Member under Rule 11, the membership of all Member Players of that Member Club shall, subject to a determination of the Management Committee to the contrary or unless they have transferred to another Member Club, also cease at that time.

10.2 Expiration of Notice Period

Upon receipt of a notice given under Rule 11, an entry recording the date on which the Member Club ceased to be a Member, and other Members whose membership ceases under Rule 11, shall be recorded in the Register.

11 DISCIPLINE

- (a) Where the District Association is advised, or considers that a Member Club/Member Player has allegedly:
 - (i) breached, failed, refused, or neglected to comply with a provision of this Constitution, the By-Laws, the WBNSW Constitution or any resolution or determination of the District Association, the Management Committee, WBNSW or any duly authorised committee; or
 - (ii) acted in a manner prejudicial to the Objects of the District Association, WBNSW and/or Bowls; or
 - (iii) brought the District Association, WBNSW or Bowls into disrepute,the District Association shall as soon as practicable notify WBNSW. WBNSW may commence or cause to be commenced, disciplinary or investigatory proceedings against that Member Club/ Member Player and, that Member Club/Member Player will be subject to, and submits unreservedly to the authority, disciplinary procedures and penalties and the appeal mechanisms of WBNSW as set out in the WBNSW Constitution, or to such other procedures as may be determined by WBNSW from time to time.
- (b) This Rule 11 shall not apply to any incident or matter which relates to a dispute or matter which may be dealt with under WBNSW's selection policy or BA's anti-doping or member protection policies. Disputes between Members will be resolved in accordance with the procedures detailed in WBNSW's Constitution and By-Laws.

12 ANNUAL GENERAL MEETING

- (a) An Annual General Meeting of the District Association shall be held in accordance with the Act at least once in every calendar year on a date and at a venue to be determined by the Management Committee.
- (b) All meetings other than Annual General Meetings shall be General Meetings and shall be held in accordance with this Constitution.

13 GENERAL MEETINGS

13.1 General Meetings May be Held

The Management Committee may, whenever it thinks fit convene a General Meeting of the District Association and, where, but for this Rule more than fifteen (15) months would elapse between Annual General Meetings, shall convene a General Meeting before the expiration of that period.

13.2 Requisition of General Meetings

- (a) The Management Committee may by resolution convene a General Meeting.
- (b) The Secretary shall convene a General Meeting within twenty-eight (28) days of receiving a requisition by WBNSW or thirty percent (30%) plus one (1) of Member Clubs.
- (c) The requisition for a General Meeting shall state the object(s) of the meeting, shall be signed by the Delegates of the Member Clubs making the requisition and be sent to the District Association. It may consist of several documents in a like form, each signed by one (1) or more of the Delegates of the Member Clubs making the requisition.
- (d) If the Management Committee does not cause a General Meeting to be held within twenty-eight (28) days after the date on which the requisition is sent to the District Association, the Member Clubs making the requisition, or any of them, may convene a General Meeting to be held not later than one (1) month after that date.
- (e) A General Meeting convened by Member Clubs under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which General Meetings are convened by the Management Committee.

14 BUSINESS

- (a) The business to be transacted at the Annual General Meeting includes consideration of the accounts of the District Association, the reports of the Management Committee and auditors and the election of the Management Committee and all Committees.
- (b) All business that is transacted at a General Meeting and all that is transacted at an Annual General Meeting, except for those matters set down in Rule 14(a) shall be special business.
- (c) No business other than that stated on the notice of meeting shall be transacted at that meeting.

15 NOTICES OF MOTION

All notices of motion for inclusion as special business at a General Meeting must be submitted in writing to the Secretary not less than thirty-five (35) days (excluding receiving date and meeting date) prior to the General Meeting. Only the Management Committee, WBNSW or a Member Club may submit a notice of motion in accordance with this Rule.

16 NOTICE OF GENERAL MEETING

- (a) Notice of every General Meeting shall be given to every Member Club (including WBNSW) at the address appearing in the register kept by the District Association. Notice may also be published in relevant newspapers, posted on the District Association website, or sent to Member Clubs electronically. No Member Player shall be entitled as of right to receive notices of General Meetings.
- (b) A notice of a General Meeting shall specify the place and date and time of meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-eight (28) days' notice of a General Meeting shall be given to Member Clubs together with:
 - (i) any notice of motion received from the Management Committee or Members Clubs; and
 - (ii) the agenda for the meeting.

17 PROCEEDINGS AT GENERAL MEETINGS

17.1 Quorum

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the District Association shall be twenty-five per cent (25%) of the Delegates who are entitled to attend and vote at the meeting on behalf of Member Clubs.

17.2 President to Preside

The President shall, subject to this Constitution, preside as Chair at every General Meeting. If the President is not present or is unwilling or unable to preside, the Management Committee shall appoint one (1) of their number to preside as Chair for that meeting only.

17.3 Adjournment of Meeting

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day at the same time and place two (2) weeks later or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.
- (b) The Chair may, with the consent of all Delegates present at any General Meeting at which a quorum is present, adjourn the meeting to another time and place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for twenty-eight (28) days or more, notice of the adjourned meeting shall be given as in the case of the original meeting.
- (d) Except as provided in Rule 17.3(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

17.4 Voting Procedure

At any meeting a resolution put to the vote shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded and that demand is not withdrawn:

- (a) by the Chair;
- (b) by any Delegate; or
- (c) by the duly appointed representative of WBNSW.

17.5 Recording of Determinations

Unless a poll is demanded under Rule 17.4, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously or by a majority or lost, and an entry to that effect in the book containing the minutes of the proceedings of the District Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

17.6 Where Poll Demanded

If a poll is duly demanded under Rule 17.4 it shall always be taken as a secret ballot and in such other manner and either at once or after an interval or adjournment or otherwise as the Chair directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.

18 VOTING AT GENERAL MEETINGS

18.1 Entitlement to Vote

- (a) Each Member Club, (via its Delegate) shall have one (1) vote at General Meetings. Excluding Delegates voting in their capacity as a Delegate, no Member Player or other individual member shall be entitled to vote. Where a Member Club's subscriptions fees or other levies are twenty-eight (28) days or more in arrears at the time of the General Meeting, or a Member Club is indebted to the District Association for any sum for a period of twenty-eight (28) days or more, that Member Club's Delegate shall not be entitled to vote for as long as that debt is owed.
- (b) The Chair may NOT exercise a casting vote.
- (c) Where voting at General Meetings is equal the motion will be declared lost and the Chair does not have a casting vote. A motion that is declared lost cannot be resubmitted to a General Meeting unless six (6) months has passed. Where voting is required to be by secret ballot, including where a poll is demanded, the Chair may appoint a returning officer and scrutineers. In the event of a ballot for the election of any Committee Member the Chair shall not appoint any candidate for election as scrutineer or returning officer.

19 VOTING NOT PERMITTED

Electronic, postal and proxy voting is not permitted at any General Meeting.

20 POWERS OF THE MANAGEMENT COMMITTEE

Subject to this Constitution, the WBNSW Constitution and any direction given by WBNSW, the business of the District Association shall be managed and the powers of the District Association shall be exercised, by the Management Committee.

21 THE MANAGEMENT COMMITTEE

21.1 Composition of the Management Committee

The Management Committee shall comprise:

- (a) the President;
- (b) Vice Presidents x 2;
- (c) the Secretary;
- (d) the Treasurer;
- (e) the Chair of each Committee (as set out in the By-Laws);

all of whom, subject to this Constitution, will be elected at the Annual General Meeting in accordance with this Constitution.

22 ELECTION OF OFFICERS

22.1 Nominations for Management Committee and Committees

Nominations for positions on the Management Committee and Committees shall be called for by the Secretary at least forty-two (42) days prior to the Annual General Meeting.

22.2 Form of Nomination

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two (2) Member Players;
- (d) certified by the nominee (who must be a Member Player) expressing their willingness to accept the position for which they are nominated; and
- (e) delivered to the District Association not less than thirty-five (35) days before the date fixed for the holding of the Annual General Meeting.

22.3 Elections

- (a) If the number of nominations received for the Management Committee is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies, then those nominated shall be declared elected.
- (b) If insufficient nominations are received to fill all vacancies on the Management Committee, the positions will be deemed casual vacancies under Rule 24.1.
- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in order drawn by ballot for each vacancy on the Management Committee.
- (d) The voting shall be conducted using the first past the post method, and shall be by secret ballot to be conducted at the Annual General Meeting on papers prepared by the Secretary.
- (e) If voting is equal for two or more candidates a further ballot will be held. If voting is still equal after the further ballot the election will be declared invalid and the positions will be declared casual vacancies.
- (f) Elections for positions on Committees are to proceed in the same manner as elections for the Management Committee outlined above.

22.4 Term of Appointment

- (a) All positions are elected for a term of one (1) year (until the next Annual General Meeting), with candidates eligible for re-election.
- (b) Subject to Rule 22.4(c), there is no limit to the number of consecutive terms a Member Player can serve as a member of the Management Committee or a Committee.
- (c) The President shall be eligible to serve a maximum of three (3) consecutive terms as President. After this period, they may nominate for a position on the Management Committee or Committees.

23 COMMITTEES

The District Association may establish such Committees as it deems fit from time to time. The Committees will be constituted and carry out such duties and function with such powers as the Management Committee determines and as are prescribed in the By-Laws.

24 VACANCIES ON THE MANAGEMENT COMMITTEE OR COMMITTEES

24.1 Casual Vacancies

Any casual vacancy occurring on the Management Committee or a Committee may be filled by the Management Committee from among appropriately qualified Member Players. Any casual vacancy may only be filled from Member Players who submitted an Expression of Interest following the conclusion of the immediately preceding AGM. Any casual vacancy may only be filled until the following AGM.

Refer to WBNSW website for recommended EOI template -
<http://womensbowlsnsw.org/Members-Resources/Constitution-By-Laws>

24.2 Grounds for Termination of Committee Members

The position of any Member of the Management Committee or Committees becomes vacant if the Member:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with their creditors generally;
- (c) becomes of unsound mind;
- (d) resigns their office in writing to the District Association;
- (e) is absent without the consent of the Management Committee from meetings of the Management Committee held during a period of three (3) months;
- (f) is directly or indirectly interested in any contract or proposed contract with the District Association and fails to declare the nature of their interest;
- (g) does not fulfil their expected obligations to the Management Committee or Committee;
- (h) in the opinion of the Management Committee:
 - (i) has acted in a manner unbecoming or prejudicial to the Objects and/or interests of the District Association, WBNSW and/or Bowls; or
 - (ii) has brought themselves, the District Association, WBNSW or Bowls into disrepute;
- (i) breaches any rule, By-Law, or code of conduct of the District Association or WBNSW; or

- (j) is removed by Special Resolution of the Delegates at a General Meeting;
or
- (k) would otherwise be prohibited from being a director of a corporation under the Corporations Act.

25 MEETINGS OF MANAGEMENT COMMITTEE

25.1 Management Committee Meetings

The Management Committee shall meet as often as is deemed necessary in each calendar year for the dispatch of business and may adjourn and, subject to this Constitution, otherwise regulate its meetings as it thinks fit. The President or three (3) Members of the Management Committee may at any time, and the Secretary shall, on the requisition of the President or three (3) Members of the Management Committee, convene a meeting of the Management Committee within reasonable time.

25.2 Notice of Management Committee Meetings

Unless all members of the Management Committee agree to hold a meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than fourteen (14) days' written notice of the meeting of the Management Committee shall be given to each member of the Management Committee. The agenda shall be forwarded to each member of the Management Committee not less than seven (7) days prior to such meeting.

25.3 Quorum

At meetings of the Management Committee the number of committee members whose presence is required to constitute a quorum is half the Management Committee plus one (1).

25.4 President as Chair

The President shall be the nominal head of the District Association and will act as Chair of any Management Committee meeting or General Meeting at which they are present. If the President is not present, or is unwilling or unable to preside, the remaining members of the Management Committee shall appoint one (1) of their number to preside as Chair for that meeting only.

25.5 Decisions of the Management Committee

Subject to this Constitution, questions arising at any meeting of the Management Committee shall be decided by a majority of votes and a determination of a majority of members of the Management Committee shall for all purposes be deemed a determination of the Management Committee. All members of the Management Committee shall have one (1) vote on any resolution. The Chair shall have no casting vote. Where voting is equal the resolution is lost.

25.6 Resolutions not in Meeting

- (a) A resolution in writing, signed or assented to by facsimile or other form of electronic communication by all the members of the Management Committee for the time being present in Australia shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form each signed by one (1) or more of the members of the Management Committee.
- (b) Without limiting the power of the Management Committee to regulate their meetings as they think fit, a meeting of the Management Committee may be held where one (1) or more of the members of the Management Committee is not physically present at the meeting, if:
 - (i) all persons participating in the meeting can communicate with each other effectively, simultaneously, and instantaneously whether by means of telephone or other form of communication;
 - (ii) notice of the meeting is given to all the members of the Management Committee in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee and such notice specifies that members of the Management Committee are not required to be present in person;
 - (iii) if a failure in communications prevents condition (i) from being satisfied by that number of Management Committee members which constitutes a quorum, and none of such Management Committee members are present at the place where the meeting is deemed by the further provisions of this clause to be held then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption, the meeting shall be deemed to have terminated;
 - (iv) any meeting held where one (1) or more of the members of the Management Committee are not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Management Committee member is there present and if no Management Committee member is there present the meeting shall be deemed to be held at the place where the Chair of the meeting is located.

26 RECORDS AND ACCOUNTS

26.1 Custody and Inspection

The Management Committee shall ensure the safe and proper custody or control of all books, documents, and securities of the District Association. The books, documents and securities of the District Association shall be available for inspection upon reasonable notice to the Secretary subject always to confidentiality considerations.

26.2 Records Kept in accordance with the Act

Proper accounting and other records shall be kept by the District Association in accordance with the Act. The books of account shall be kept in the care and control of the Secretary.

26.3 District Association to Retain Records

The District Association shall retain such records for seven (7) years after the completion of the transactions or operations to which they relate.

26.4 Management Committee to Submit Accounts

The Management Committee shall submit to the Member Clubs at the Annual General Meeting the statements of account of the District Association in accordance with this Constitution.

26.5 Accounts to be sent to Member Clubs

The Secretary shall cause to be sent, or otherwise made available, to all Member Clubs entitled to receive notice of General Meetings of the District Association in accordance with this Constitution, a copy of the Statements of account, the Management Committee and Committees' reports, the auditor's report and every other document required under the Act (if any).

26.6 Negotiable Instruments

All cheques and other negotiable instruments shall be signed or otherwise executed by any two (2) authorised members of the Management Committee or in such other manner as the Management Committee determines.

27 SOURCES OF FUNDS AND INCOME

27.1 Source of Funds

The funds of the District Association shall be derived from membership fees, donations and such other sources as the Management Committee determines (subject always to the approval of WBNSW).

27.2 Income of District Association

The income and property of the District Association shall be applied solely towards the promotion of the Objects. No portion of the income or property of the District Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member, but this shall not preclude payment to a Member Club in good faith for expenses properly incurred or services properly rendered.

28 AUDITOR

- (a) A properly qualified auditor shall be appointed and the remuneration of such auditor fixed by the Management Committee. The auditor's duties shall be regulated in accordance with the Act and the Corporations Act.
- (b) The accounts of the District Association shall be examined and the correctness of the profit and loss statements and balance sheets ascertained by an auditor at least once in every year.

29 NOTICE

29.1 Manner of Notice

- (a) Notices may be given by the District Association to any Member by sending the notice by pre-paid post or facsimile transmission or where available, by e-mail, to the Member's registered address, facsimile number, or e-mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing and posting the notice. Service of the notice is deemed to have been effected three (3) days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by e-mail, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the e-mail message was received at the e-mail address to which it was sent.

30 ALTERATION OF CONSTITUTION

This Constitution shall not be altered except:

- (a) by Special Resolution in accordance with the Act; and
- (b) with the prior approval of WBNSW.

31 DISSOLUTION

31.1 Liability of Member Clubs

The liability of the Members of the District Association is limited.

31.2 Member's Contribution

Every Member undertakes to contribute to the assets of the District Association in the event of it being wound up while a Member, or within one (1) year after ceasing to be a Member, for payment of the debts and liabilities of the District Association and the costs, charges, and expenses of winding up, such amount not to exceed one dollar (\$1.00).

31.3 Distribution of Property on Winding Up

If upon winding up or dissolution of the District Association, there remains, after satisfaction of all its debts and liabilities, any property, the same shall not be paid or distributed amongst the Members but shall be paid to WBNSW being an organisation having purposes like the purposes of the District Association and which prohibits the distribution of its income and property among its Members and which is also not carried on for the profit or gain to its Members.

32 INDEMNITY

- (a) Members of the Management Committee and Committees shall be indemnified out of the property and assets of the District Association against any liability incurred by them in their capacity as Management Committee or Committee members in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or about any application in relation to any such proceedings in which relief is granted by the Court.
- (b) The District Association shall indemnify its members of the Management Committee and Committees against all damages and losses (including legal costs) for which any such Committee Member may be or become liable to any third party in consequence of any act or omission, except wilful misconduct, performed or made whilst acting on behalf of and with the authority, express or implied of the District Association.

33 BY-LAWS

33.1 Management Committee to Formulate By-Laws

The Management Committee may, subject to the prior approval of WBNSW, formulate, issue, adopt and amend any By-Laws in effect from time to time for the proper advancement, management and administration of the District Association, the advancement of the Objects and Bowls as it thinks necessary or desirable. Such By-Laws must be consistent with this Constitution and the WBNSW Constitution.

33.2 By-Laws Binding

All By-Laws made under this Rule shall be binding on the Members.

33.3 Bulletins Binding on Members

Amendments, alterations, or other changes to By-Laws shall be advised to Members by such means as may be approved by the Management Committee including but not limited to memoranda prepared and issued by the Secretary. Such memoranda are binding upon all Members.

33.4 Existing By-Laws

All By-Laws and policies of the District Association which are not replaced by or inconsistent with this Constitution shall continue in operation until repealed or replaced by the Management Committee.