

Constitution

Blind Sports Australia

Corporations Act 2001
Public company limited by guarantee
Blind Sports Australia
A.C.N. 008 621 252

1 Nature of company and liability

Nature of Company

1.1 The Company is a public company limited by guarantee.

Liability of Members and guarantee on winding up

1.2 The liability of the Members is limited. Every Member undertakes to contribute \$100.00 to the assets of the Company if it is wound up while they are a Member, or within one year afterwards.

2 Objects

2.1 The Company has the following objects:

- 2.1.1 To support, represent, liaise, nominate, co-ordinate, assist, promote (Herein known as “support”) the members of Blind Sports Australia at the National and International level.
- 2.1.2 To support members when requested to do so in the resolution of issues arising between members and their generic sporting bodies.
- 2.1.3 To support blind people who participate in sporting and recreational activities at a national and international level.
- 2.1.4 To support the establishment of organisations linkages to facilitate blind persons in sporting activities of their choice.
- 2.1.5 To be the Australian representative to the International Blind Sports Federation (IBSA) and any other international sporting body if requested by a member organisation or by a key partner such as the Australian Sports Commission (ASC) or the Australian Paralympics Committee (APC).

- 2.1.6 To support compliance with all Australian and International Governmental requirements and regulations by members at domestic and international sports events.
- 2.1.7 To offer support to Australian teams at International events in the following:
- Ratifying the team ensuring selection criteria has been followed
 - funding,
 - co-ordination of travel,
 - accommodation
- 2.1.8 To solicit, receive and administer special purpose grants from Local, State, Territory and Federal Governments.
- 2.1.9 To solicit and receive financial support from charitable and other foundations trusts or commercial organisations and private individuals for the purpose of providing financial assistance or the participation of members and facilitate attendance at National, International meetings and sporting events.
- 2.1.10 To support, co-ordinate and supervise within Australia, national and international blind events and championships where no appropriate organisation exists.
- 2.1.11 To represent Australia on and make representations and submissions to IBSA and to other persons or bodies controlling or organising international multi-disability sports at the request of a member.
- 2.1.12 To nominate and endorse Australian representation on IBSA and other bodies or organisations representing blind athletes.
- 2.1.13 To liaise and co-operate with persons or bodies having equivalent or corresponding objects or functions nationally or internationally
- 2.1.14 To liaise and co-operate with Member Organisations of the Company and with other organisations and individuals catering for the participation of blind athletes in sports.
- 2.1.15 Assist in developing opportunities for blind persons to participate in sport
- 2.1.16 To disseminate information about the blind sport movement by blind athletes in sports to national and international standards
- 2.1.17 To do all such things as are incidental or conducive to the attainment of all or any of the objects of the Company.

3 Membership

Classes of Membership

- 3.1 The membership of the Company will be divided into the following classes of Membership:

- 3.1.1 Voting Members.
- 3.1.2 Honorary Life Members.
- 3.1.3 Additional Members.
- 3.1.4 The Board has the right and power from time to time to create new Categories of membership with such rights (other than voting rights), privileges, and obligations as are determined applicable, even if the effect of creating a new category is to alter rights, privileges, or obligations of the existing category of Members. The Board shall advise Members of the new categories and the associated rights.

Voting Members and Honorary Life Members

- 3.2 A Voting Member of the Company is:
 - 3.2.1 an organisation approved by the Board of Directors
 - 3.2.2 an Australian or State/Territory sporting organisation which controls one or more particular sports or branches of sport for blind athletes in sports supported by the Company which allows and enables athletes with disabilities to participate in State, National and International events.
 - 3.2.3 an Australian or State/Territory sporting organisation which supports one or more particular sports or branches of sport for blind athletes in sports supported by the Company.
 - 3.2.4 Voting members have the right to receive notices of and attend and be heard at any general meeting and to vote at any general meeting.
- 3.4 An Honorary Life Member of the Company is:
 - 3.4.1 an individual who has provided distinguished service to
 - 3.4.1.1 the Company, or
 - 3.4.1.2 the Blind sporting community
 - 3.4.2 Honorary Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to blind sport in Australia.
 - 3.4.3 Any Member may forward a proposed nomination to the Directors for its consideration.
 - 3.4.4 On the nomination of the Directors, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to that individual completing an application

- 3.4.5 Nominations for Honorary Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- 3.4.6 A person may be posthumously recognised as a Honorary Life Member.
- 3.4.2 The Board of Directors may appoint an Honorary Life Members as a Patron
- 3.4.3 If one than one Honorary Life Member is appointed as a Patron, then the Board of Directors must appoint one Patron as Patron-in-Chief
- 3.4.4 Honorary Life Members have the right to receive notices of and attend and be heard at any general meeting
- 3.4.5 Honorary Life Members have no right to vote at any general meeting

Additional Members

- 3.5 An Additional Member of the Company is:
 - 3.5.1 A person invited to be a member by the Board
 - 3.5.2 An Additional Member is a member when they accept the invitation to become an Additional Member.
 - 3.5.3 Additional Member must possess special business acumen and/or technical skills required by Blind Sports Australia
 - 3.5.4 The number of Additional Members is limited to two (2)
 - 3.5.5 Additional Members have no right to vote at any general meeting

Membership

- 3.6 The Members of the Company are the initial Members as identified in the application for incorporation of the Company to the Australian Securities and Investments Commission and such other persons as the Company admits to membership in accordance with this document.

Application for membership

- 3.7 Subject to clauses 3.3 to 3.5, any organisation may apply to be a Voting Member or an Honorary Life Member of the Company, or be invited to be an Additional Member.

Members

- 3.8 All Voting and Additional Members must do all of the following:
 - 3.8.1 Pay the application fee determined in accordance with clause 4.1.

3.8.2 In order to maintain Membership, pay the annual subscription in accordance with clause 4.2.

3.9 All members are bound by the Constitution of the Company

Form of application

3.10 An application for Membership must comply with the following requirements:

3.10.1 It must be signed by the applicant.

3.10.2 It must be accompanied by such documents or evidence as to qualification for the category of membership applied for as the Directors determine.

3.10.3 It must be accompanied by an application fee determined in accordance with clause 4.1.

Admission to Membership

3.11 The Directors must consider an application for Membership as soon as practicable after its receipt and determine, in their discretion, the admission or rejection of the applicant.

3.12 The Directors may at their discretion determine the category of Membership suitable for an applicant.

3.13 The Directors do not have to give reasons for rejecting an application or granting a particular category of Membership.

3.14 If an application for Membership is rejected, any application fee and the annual subscription must be refunded to the applicant.

3.15 If an applicant is accepted for Membership the Secretary must notify the applicant of admission in the form of a receipt for the application fee, if any, and annual subscription or in such other form as the Directors determine and the name and details of the applicant must be entered in the Register.

Register of Members

3.16 A register of the Members of the Company must be kept in accordance with the Corporations Act.

3.17 The following details must be entered in the Register in respect of each Member:

3.17.1 The full name of the Member.

3.17.2 The address, telephone and facsimile number, if any, of the Member.

3.17.3 The category of Membership.

3.17.4 The date of admission to and cessation of Membership.

3.17.5 The date of last payment of the Member's annual subscription.

3.17.6 Such other information as the Directors require.

3.18 Each Member must notify the Secretary in writing of any change in that organisation's name, address, and telephone within one month after the change.

3.19 If an organisation, must lodge with the Company Secretary a copy of its own Constitution, Rules and/or By-Laws and amendments thereto.

4 Application fee and annual subscription

Application fee

4.1 The application fee payable by each applicant for Membership is such sum as the Directors prescribe from time to time in respect of each category of Membership.

Annual subscription

4.2 The annual subscription payable by a Member is such sum as the Directors prescribe from time to time in respect of each category of Membership.

4.3 All annual subscriptions are due and payable in advance on 1st July in each year.

4.4 If an organisation applies for membership after 1st January in any year, the Directors may reduce the annual subscription payable by the applicant in such manner as they think fit.

Unpaid annual subscriptions

4.5 A Member ceases to be entitled to any of the rights or privileges of membership if the annual subscription of a Member remains unpaid for three months after it becomes payable and a notice of default is given to the Member pursuant to a resolution of the Directors. However, the rights or privileges of membership may be reinstated on payment of all arrears if the Directors think fit to do so.

5 Grievances, Removal and Cessation of Membership

Resignation

5.1 A Member may resign from membership of the Company by giving written notice to the Secretary.

5.2 The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

Failure to pay

- 5.3 If a Member has not paid all arrears of annual subscriptions in accordance with clause 4.3 or, if paid, the Member's rights and privileges are not reinstated, both of the following applies in respect of that Member:
- 5.3.1 The Member remains liable for all the obligations and liabilities of membership for six months after the date of notification under clause 4.5.
 - 5.3.2 The Member ceases to be a Member and the Member's name must be removed from the Register at the end of the six month period.

Other cessation of membership

- 5.4 A Member ceases to be a Member on any Termination Event occurring in respect of the Member e.g. the Member organisation ceases to exist.
- 5.5 A Member has:
- 5.5.1 Ceased to control or administer its particular sport(s) or branch (as) of sport or has ceased to cater for blind athletes;
 - 5.5.2 Ceased to be the Australian national state/territory member or affiliate of the corresponding international organisation of sports for blind athletes; and
 - 5.5.3 Negligently failed to comply with this Constitution or policies adopted by the Board or have engaged in conduct calculated or likely to injure the reputation of the Company.
- 5.6 Additional Members have a term of three (3) years from when they become an Additional Member, but may be invited to remain an Additional Member for further terms.
- 5.7 Additional Members cease to be Additional Members if they become an Honorary Life Member.

Removal from Membership

- 5.8 The Directors may at their discretion convene a meeting of Members to consider the removal of a Member from the Register if the organisation is no longer considered suitable for Membership of the Company by a majority of the Directors.
- 5.9 The Directors will be required to provide at least two month's written notice to any Member of any intention to remove the organisation from the Register so as to enable the Member to provide any written representations to the Company.
- 5.10 Where any written representations are made by the Member and the Member requests that the representations be notified to Members of the Company, the Company must do both of the following:
- 5.10.1 State, in any notice of the resolution given to Members of the Company, that the representations have been made.

- 5.10.2 Send a copy of the representations to every Member of the Company to whom the notice of the meeting has been or is sent.
- 5.11 The requirements in clause 5.7 do not apply to the company if the representations are received by it too late for it to satisfy those requirements.
- 5.12 If a copy of the representations is not so sent because they were received too late or because of the Company's default, the Member may, without affecting any right to be heard orally, require the representations be read out at the meeting.
- 5.13 Copies of the representations need not be sent out and the representations need not be read out at the meeting if the Directors are satisfied on reasonable grounds that the rights conferred by clause 5.7 are being abused to secure needless publicity for defamatory matter.
- 5.14 The Directors do not have to give reasons for recommending the removal of any Member from the Register.
- 5.15 An ordinary resolution of Members is required to pass the necessary resolution to remove a Member under clause 5.5.

Grievances and Discipline

- 5.16 All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution.
- 5.17 The Directors may make a Policy or Policies:
- 5.17.1 for the hearing and determination of:
 - 5.17.1.1 grievances by any Member who feels aggrieved by a decision or action of the Company; and
 - 5.17.1.2 disputes between Members relating to the conduct or administration of Sport;
 - 5.17.2 for the discipline of Members;
 - 5.17.3 for the formation and administration of an Appeals Tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question; and
 - 5.17.4 for the termination of Members.
- 5.18 The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:
- 5.18.1 breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised committee; or

5.18.2 acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or Sport, or both; or

5.18.3 prejudiced the Company or Sport or brought the Company or Sport or themselves into disrepute;

for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate.

5.19 During investigatory or disciplinary proceedings under this clause, a respondent may not participate in Sport, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.

5.20 The Directors may include in any Policy or Policies a final right of appeal to an independent body outside the control of the Sport.

6 No profits for members

Transfer of income or property

6.1 No income or property of the Company may be paid or transferred, directly or indirectly to any Member.

Payments, services and information

6.2 Nothing in this clause 6 prevents the payment in good faith of any of the following:

6.2.1 Remuneration to any officers or employees of the Company for services actually rendered to the Company

6.2.2 An amount to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business.

6.2.3 Reasonable and proper interest on money borrowed from any Member.

6.2.4 Reasonable and proper rent for premises let by any Member to the Company.

6.3 Nothing in this clause 6 prevents the distribution of government grant monies to Members where the grant is expressly on the basis that the monies be used for the benefit of persons including Members.

6.4 Nothing in this clause 6 prevents the Company from providing services or information to the Members on terms which are different from the terms on which services or information are provided to persons who are not Members.

Remuneration

- 6.5 No remuneration or other benefit in money or money's worth will be paid or given by the Company to any Director except reimbursement of out-of-pocket expenses.

7 General meetings

Convening of meetings by Directors

- 7.1 Any Director may convene a general meeting.

Convening of meetings by Members

- 7.2 The Directors must call and arrange to hold a general meeting to be held between July and November.

- 7.3 In accordance with this Clause and the Corporations Act:

7.3.1 At least 45 days prior to the proposed date of the general meeting the Company Secretary will ensure that notification will be sent to members requesting notices of motions, which must be received no less than 28 days prior to the general meeting; and

7.3.2. At least 21 days' notice of the time and place of the general meeting must be given, together with all information required to be included in accordance with the Corporations Act

7.3.3 Where applicable, any notice of motion received from any Member or Director in accordance with the Corporations Act

7.3.4 Where applicable, a list of all nominations received for positions to be elected at the relevant general meeting

7.3.5 Other business referred by the Board

Notice of general meeting

- 7.4 Written notice of a general meeting must specify the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.

- 7.5 A notice of a general meeting may be given by any form of communication permitted by the Corporations Act.

- 7.6 Notice of a general meeting of Members must be given to all Members entitled to attend the general meeting, the Directors, and the Auditor of the Company.

- 7.7 The accidental omission to give notice of any general meeting to, or the non receipt of a notice by, a member entitled to receive notice does not invalidate a resolution passed at the general meeting.

Cancellation of general meetings

- 7.8 The Directors may cancel a general meeting, other than a general meeting which they are required to convene and hold under the Corporations Act.
- 7.9 A meeting may only be cancelled in accordance with clause 7.6 if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in notice of meeting.

Quorum at general meetings

- 7.10 Business may not be transacted at a general meeting unless a quorum of Voting Members and/or Additional Members is present at the time when the meeting proceeds to business.
- 7.11 Except as otherwise set out in this document, 50% of Voting Members and/or Additional Members present in person or by representative is a quorum.
- 7.12 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson:
- 7.12.1 If the meeting was convened by or on the requisition of Members, it must be dissolved.
- 7.12.2 Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Directors.
- 7.13 If a meeting has been adjourned to another time and place determined by the Directors, not less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

Quorum at adjourned general meetings

- 7.14 At the adjourned meeting 50% of Voting Members and/or Additional Members present is a quorum but if a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

Appointment of chairperson

- 7.15 If the Directors have elected one of their number as chairperson of their meetings, that person is entitled to preside as chairperson at every general meeting.
- 7.16 The Directors present at a general meeting must elect one of their number to chair the meeting if either of the following applies:
- 7.16.1 A Director has not been elected as the chairperson of Directors meetings.
- 7.16.2 The chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or he is unwilling to act.

- 7.17 The Voting Members present at a general meeting must elect one of their numbers to chair the meeting if there are no Directors present within 15 minutes after the time appointed for the holding of the meeting or all Directors present decline to take the chair.

Chairperson's powers

- 7.18 Subject to the terms of this document dealing with adjournment of meetings, the ruling of the chairperson on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the chairperson may be accepted.
- 7.19 The chairperson, in their discretion may expel any Member or Director from a general meeting if the chairperson reasonably considers that the Member or Director's conduct is inappropriate behaviour. Any of the following conduct may be considered inappropriate in a general meeting:
- 7.19.1 The use of offensive or abusive language which is directed to any person, object or thing.
- 7.19.2 Attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance.
- 7.19.3 The use or consumption of any drug by a person at the meeting.

Adjournment of meetings

- 7.20 The chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.
- 7.21 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 7.22 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 7.23 Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting on show of hands

- 7.24 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.
- 7.25 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Demand for a poll

- 7.26 A poll may be demanded by either:
- 7.26.1 The chairperson.
 - 7.26.2 At least 50% of Voting Members are entitled to vote on the resolution.
- 7.27 The demand for a poll may be withdrawn.
- 7.28 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- 7.29 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 7.30 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

Voting rights of Voting Members

- 7.31 Each Voting Member may nominate prior to the commencement of general meetings a Delegate who shall be entitled to speak and put forward a motion, and shall carry one vote on behalf of their respective Member.
- 7.31.1 No Voting Member Delegate shall be hold a Board position.
- 7.32 On a show of hands every person present who is a Voting Member Delegate has one vote.

Vote of the Chairperson at general meetings

- 7.33 The chairperson of a general meeting is entitled to a second or casting vote.

Objections to voter qualification

- 7.34 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 7.35 An objection to the qualification of a voter must be referred to the chairperson, whose decision is final.
- 7.36 A vote not disallowed according to an objection as provided in this document is valid for all purposes.

Mode of meeting for Members

- 7.37 A general meeting may be called or held using any technology consented to by all the Members. The consent may be a standing one. A Member may only withdraw their consent within a reasonable period before the meeting. The Members may otherwise regulate their meetings as they think fit.

Resolution in writing

- 7.38 A resolution in writing signed by all Members, excluding Members who have been given leave of absence, is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.

Form of resolution in writing

- 7.39 A resolution in writing may consist of several documents in like form, each signed by one or more Members and if so signed it takes effect on the latest date on which a Member signs one of the documents.
- 7.40 If a resolution in writing is signed by a proxy of a Member, it must not also be signed by the appointing Member and vice versa.
- 7.41 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Members is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

8 Appointment and retirement of directors

Initial directors

- 8.1 The initial Directors of the Company to be appointed on the day the Company is registered will be the individuals named in the application to register the Company.

Number of Directors

- 8.2 Until otherwise determined in accordance with this document, the number of Directors must not be less than five (5) nor more than nine (9).
- 8.2.1 The number of Directors cannot exceed seven (7) elected Directors and two (2) Additional Directors.
- 8.3 The Company may, by resolution, increase or reduce the number of Directors.

Qualifications of Directors

- 8.4 A person is only eligible for the appointment of Director of the Company if the person is a Voting Member or Additional Member as defined in this document.
- 8.5 For the period from the date of this Constitution a person who:
- 8.5.1 is an employee of the Company; or
- 8.5.2 holds an Official Position with a Member; or
- 8.5.3 held the position of Chief Executive officer in the prior three (3) years

8.5.4 was a Director of the Company and clause 8.17 applies, (each a disqualifying position)

may not hold office as a Director.

- 8.6 A Director who accepts a disqualifying position must notify the other Directors of that fact immediately and is deemed to have vacated office as a Director.
- 8.7 A person elected or appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within 30 days.
- 8.4 No person shall be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of 8.17 applies.
- 8.9 The Board may determine position or role descriptions or necessary qualifications for Director positions.

Re-election of Directors at first AGM

- 8.10 At the first annual general meeting of the Company, all the Directors of the Company shall retire from office and the Members must elect up to a total of seven (7) Directors from the nominations.
- 8.11 Nominations for the position of Director at the first annual general meeting may be submitted by a Member or a retiring Director.
- 8.12 Notice of the nominations for Director must be provided to all Members of the Company in accordance with this document at least 30 days prior to the date of the first annual general meeting.

Retirement of Directors

- 8.13 At each annual general meeting of the Company following the first annual general meeting the following Directors must retire from office:
- 8.13.1 One third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one third.
- 8.13.2 Any other Director who has been in office for three years or more since that Director's election or last re-election as a Director.
- 8.14 The Directors to retire at an annual general meeting are those who have been longest in office since their last election. If two or more persons became Directors on the same day, those to retire must be determined by lot unless they otherwise agree among themselves.
- 8.15 A Director retiring at an annual general meeting who is not disqualified by law from being reappointed is eligible for re-election and may act as a director throughout the meeting at which that Director retires.
- 8.16 A Director may retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which

is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

Maximum term of office for Directors

- 8.17 A Director may not be a Director for more than three (3) consecutive terms (which includes part of a term filled as a casual vacancy).
- 8.18 For the purpose of clause 8.17, service:
- 8.18.1 by a person filling a casual vacancy in an Elected Director position under clause 8.20 for any period will be treated as a term;
- 8.18.2 by a person in an Additional Director position under clause 8.4 for any period will be treated as a term; and

Casual vacancies

- 8.19 The Directors may at any time appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing number of Directors. The total number of Directors may not exceed the number fixed in accordance with this document.
- 8.20 A Director appointed under clause 8.19 holds office only until the next general meeting after the appointment and is then eligible for re-election.
- 8.21 A director appointed under clause 8.19 must be an Additional Member.

Removal from office

- 8.22 The Company may by ordinary resolution remove a Director from office and may by ordinary resolution appoint another person as a replacement.
- 8.23 A person appointed to replace a Director removed from office must retire as a Director at the time ascertained as if the person became a Director on the day on which the Director removed from office was elected or last re-elected a Director.

Vacation of office

- 8.24 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this document, the office of Director becomes vacant if any of the following occurs:
- 8.24.1 If the Director becomes an insolvent under administration.
- 8.24.2 If the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.
- 8.24.3 If the Director is absent without the consent of the Directors from three (3) consecutive meetings of the Directors held during a continuous period of six months and the Board resolves that the office of that Director be vacated.

8.24.4 If the Director becomes prohibited from being a Director by reason of an order made under the Corporations Act.

9 Directors' remuneration

Directors' fees

9.1 Subject to clauses 9.2 and 9.3, the Directors are not entitled to any fees for their services as Directors.

Payment for services

9.2 A Director who is called upon to perform extra services or to make a special exertion or to undertake executive or other work for the Company beyond or outside of the Director's ordinary duties or is engaged to provide any other service, may be paid a fee for those services, exertions or work.

9.3 The additional amount may be paid either by fixed sum or salary determined by the Directors and either in addition to or in substitution for the fees otherwise payable to the Director.

10 Powers of directors

10.1 The Directors may exercise all those powers of the Company as are not, by the Corporations Act or by this document, required to be exercised by the Members in general meeting or otherwise.

Public Statements

10.2 The Board may by regulation or resolution authorise a person (or persons) to make public statements on behalf of the Company.

10.3 No person may make any public statement on behalf of the Company unless authorised by the Board.

11 Proceedings of directors

Convening of Directors' meetings

11.1 A Director may at any time, and a Secretary must on the requisition of a Director, convene a meeting of the Directors.

11.2 Meetings of the Directors must be held at least five (5) times each year.

Notice of Directors' meetings

- 11.3 Notice of each meeting of the Directors must be given to each Director at least 24 hours before the meeting or at another time determined by resolution of the Directors.
- 11.4 Despite that requirement all Directors may waive in writing the required period of notice for a particular meeting and it is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has been given leave of absence.

Mode of meeting for Directors

- 11.5 A Directors' meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. The Directors may otherwise regulate their meetings as they think fit.

Quorum at Directors' meetings

- 11.6 At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is 50% of the number of Directors.
- 11.7 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to appoint additional Directors to the number necessary for a quorum or to convene a general meeting of the Company.

Voting at Directors' meetings

- 11.8 Questions arising at a meeting of Directors must be decided by a majority of votes of Directors present and voting. A decision of the majority is for all purposes a decision of the Directors.

Appointment of chairperson of Directors

- 11.9 The Directors may elect a Director to chair their meetings and determine the period for which the person elected is to hold office.
- 11.10 If a chairperson has not been elected, or if at any meeting the chairperson is not present within 10 minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present may choose one of their numbers to chair the meeting.

Chairperson's vote at Directors meetings

- 11.11 The chairperson does not have a casting vote at meetings of Directors.

Participation where Directors interested

- 11.12 A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Corporations Act.

- 11.12.1 Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- 11.12.2 In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- 11.12.3 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

11.13 the Secretary shall maintain a register of declared interests

Delegation of powers to committee

- 11.14 The Directors may delegate any of their powers to committees consisting of Directors or other persons as they think fit to act in Australia or elsewhere.
- 11.15 The exercise of a power by a committee in accordance with this document is to be treated as the exercise of that power by the Directors.
- 11.16 In the exercise of any powers delegated to it, a committee formed by the Directors must conform to the directions of the Directors.

Proceedings of committees

- 11.17 Except as provided in a direction of the Directors, the meetings and proceedings of a committee formed by the Directors must be governed by the provisions of this document, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Directors.

Validity of acts of Directors

- 11.18 All acts done by a meeting of the Directors or of a committee of Directors or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

Minutes

- 11.19 The Directors must cause minutes of all proceedings of general meetings, of meetings of the Directors and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.

11.20 The Directors must cause all minutes, except resolutions in writing treated as determinations of the Directors, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

Resolution in writing

11.21 A resolution in writing signed by all Directors, excluding Directors who have been given leave of absence, is to be treated as a determination of the Directors passed at a meeting of the Directors duly convened and held.

Form of resolution in writing

11.22 A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.

11.23 In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

12 Chief Executive Officer

Appointment of CEO

12.1 The Directors shall appoint a CEO.

Powers, duties and authorities of CEO

12.2 The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

12.3 The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

Suspension and removal of CEO

12.4 Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.

Delegation by Directors to CEO

12.5 The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

12.5.1 Develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;

- 12.5.2 manage the financial and other reporting mechanisms of the Company;
- 12.5.3 approve and incur expenditure subject to specified expenditure limits;
- 12.5.4 sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and
- 12.5.5 any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

CEO to attend meetings

- 12.6 The CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote.

13 Secretary

- 13.1 The Directors must appoint one or more Secretaries and may at any time terminate the appointment or appointments. The Directors may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this document, the Corporations Act or by any other statute to be carried out by the secretary of the Company.

14 Committees

- 14.1 The Board is to appoint a Nominations Committee and an Audit and Risk Committee

Nominations Committee

- 14.2 The Board is to appoint a Nominations Committee consisting of at least three (3) people
- 14.3 The Nominations Committee may be a combination of Board members and external appointments.
 - 14.3.1 External appointments must be independent and have significant business and governance expertise.

Audit and Risk Committee

- 14.4 The Board is to appoint an Audit and Risk Committee consisting of at least three (3) people
- 14.5 The Audit and Risk Committee may be a combination of Board members and external appointments.

14.5.1 All appointments must have significant business and financial literacy expertise.

14.5.2 At least one member must be an external appointment

14.5.2.1 External appointment must be independent and either a Certified Public Accountant (CPA) or a Chartered Accountant (CA).

15 Indemnity and insurance

Indemnity

15.1 Every officer and past officer of the Company may be indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in defending an action.

Insurance premiums

15.2 The Company may pay the premium on a contract insuring a person who is or has been an officer of the Company to the fullest extent permitted by law.

16 Seals and execution of documents

Custody of Seal

16.1 If the Company has one, the Directors must provide for the safe custody of the Seal.

Execution of documents

16.2 The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by any of the following:

16.2.1 By two Directors.

16.2.2 By a Director and the Secretary.

16.2.3 By a Director and some other person appointed by the Directors for the purpose.

16.3 The Company may execute a document without the use of a seal if the document is signed by either of the following:

16.3.1 By two Directors.

16.3.2 By a Director and a Secretary.

Official seals

- 16.4 The Company may have for use in place of the Seal outside the jurisdiction where the Seal is kept one or more official seals, to be used in accordance with procedures approved by the Directors.

17 Gift Fund requirements

Company to maintain a Gift Fund

- 17.1 The Company must maintain a Gift Fund in accordance with this clause 16 for so long as it seeks or has obtained endorsement as a DGR from the Australian Taxation Office, or the Company is named as a DGR in ITAA 97.

Rules applying to the Gift Fund

- 17.2 The following rules apply to any Gift Fund established and maintained by the Company:

17.2.1 The Gift Fund must have a name.

17.2.2 The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.

17.2.3 The Company must maintain a separate bank account for the Gift Fund.

17.2.4.1 The following must be credited to the Gift Fund:

17.2.4.2 All gifts of money or property to the Company for the Principal Purpose.

17.2.4.3 All money or property received by the Company because of those gifts.

17.2.4.4 No other money or property may be credited to the Gift Fund.

17.2.4.5 The Company must use any gifts, money or property of the kind referred to in clause 16.2.4 only for the Principal Purpose.

Winding up of Gift Fund

- 17.3 Despite clause 17, if the Gift Fund is wound up or the Company ceases to be a DGR for any reason, any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to it must be transferred to a fund, authority or institution to which income tax deductible gifts can be made. For the avoidance of doubt, if a Gift Fund operated by the Company is wound up but the Company remains a DGR and operates any other gift fund in accordance with this clause 16, any surplus assets of the Gift Fund that is being wound up may be transferred to any other gift fund operated by the Company.

Definitions

17.4 In this clause 15 the following definitions apply:

DGR means a 'deductible gift recipient' within the meaning of section 30-227 of ITAA 97.

Gift Fund means a fund that is maintained for the Principal Purpose.

ITAA 97 means Income Tax Assessment Act 1997 (Cth).

Principal Purpose means the purposes of the Company as reflected in the objects of the Company specified in clause 2, or any of those purposes.

18 Surplus assets on winding up or dissolution

18.1 Subject always to clause 15.3, upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies both of the following requirements:

18.1.1 It has objects similar to the objects of the Company.

18.1.2 Its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 6.

18.2 This is to be determined by the Members at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of Victoria.

19 Accounts, audit and records

Accounts

19.1 The Directors must cause proper accounting and other records to be kept in accordance with the Corporations Act. The Directors must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the Corporations Act.

Audit

19.2 A registered company auditor must be appointed. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

Rights of Inspection

19.3 Subject to the Corporations Act the Directors determine whether and to what extent, and at what times and places and under what conditions, the accounting

records and other documents of the Company or any of them are open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

20 Notices

Persons authorised to give notices

- 20.1 A notice by either the Company or a Member in connection with this document may be given on behalf of the Company or Member by a solicitor, director or company secretary of the Company or Member.
- 20.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

Method of giving notices

- 20.3 In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with this document may be given to the addressee by any of the following means:
- 20.3.1 By delivering it to a street address of the addressee.
- 20.3.2 By sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee.
- 20.3.3 By sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee.

Addresses for giving notices to Members

- 20.4 The street address or postal address of a Member is the street or postal address of the Member shown in the Register.
- 20.5 The facsimile number or e-mail address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or email address to which notices may be sent to the Member.

Address for giving notices to the Company

- 20.6 The street and postal address of the Company is the Office.
- 20.7 The facsimile number or e-mail address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or email address to which notices may be sent to the Company.

Time notice of meeting is given

- 20.8 A notice of meeting given in accordance with this document is to be taken as given, served and received at the following times:

- 20.8.1 If delivered in writing to the street address of the addressee, at the time of delivery.
- 20.8.2 If it is sent by post to the street or postal address of the addressee, on the business day after posting.
- 20.8.3 If sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

Time other notices are given

- 20.9 A notice given in accordance with this document is to be taken as given, served and received at the following times:
 - 20.9.1 If delivered in writing to the street address of the addressee, at the time of delivery.
 - 20.9.2 If it is sent by post to the street or postal address of the addressee, on the 2nd (5th if outside Australia) business day after posting.
 - 20.9.3 If sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

Proof of giving notices

- 20.10 The sending of a notice by facsimile or e-mail and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:
 - 20.10.1 A transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee.
 - 20.10.2 A print out of an acknowledgment of receipt of the e-mail.

Persons entitled to notice of meeting

- 20.11 Notice of every general meeting must be given by a method authorised by this document to all of the following persons:
 - 20.11.1 Every Member.
 - 20.11.2 Every Director.
 - 20.11.3 The auditor for the time being of the Company, if any.
- 20.12 No other person is entitled to receive notices of general meetings

21 Definitions and Interpretation

Definitions

- 21.1 In this document the following definitions apply:

Board means the board of Directors of the Company.

Company means Blind Sports Australia A.C.N. 008 621 252.

Corporations Act means the Corporations Act 2001 (Cth).

Director means a person appointed to perform the duties of a director of the Company.

Directors means the board of directors of the Company.

Member means an organisation or person whose name is entered in the Register as a member of the Company.

Office means the registered office of the Company.

Register means the register of Members kept by the Company under the Corporations Act 2001.

Seal means, if the Company has one, the common seal of the Company.

Secretary means a person appointed to perform the duties of a secretary of the Company.

Termination Event means:

- (a) If a Member is an individual, the death or bankruptcy of that Member or that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health.

Interpretation

21.2 In this document, unless the context otherwise requires:

- 21.2.1 A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this document.
- 21.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 21.2.3 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
- 21.2.4 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

- 21.2.5 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 21.2.6 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
- 21.2.7 A reference to dollars or \$ means Australian dollars.
- 21.2.8 References to the word 'include' or 'including' are to be construed without limitation.
- 21.2.9 A reference to a time of day means that time of day in the place where the Office is located.
- 21.2.10 A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.
- 21.2.11 Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
- 21.2.12 A term of this document which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.
- 21.2.13 The term sport also means physical recreation and blind includes vision impairment.
- 21.2.14 The term Blind means vision impaired or eligible persons with low vision

References to the document

- 21.3 A reference to this document, where amended, means this document as so amended.

Replaceable rules

- 21.4 Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

Application of Corporations Act

- 21.5 The Corporations Act applies in relation to this document as if it was an instrument made under the Corporations Act as in force on the day when this document became the constitution of the Company.

Exercise of powers

- 21.6 Except as specifically contemplated to the contrary in this document, the Company may, in any manner permitted by the Corporations Act exercise any power take any action or engage in any conduct or procedure which under the

Corporations Act a company limited by guarantee may exercise, take or engage in if authorised by its document.