

**ASSOCIATIONS INCORPORATIONS ACT 2015- WESTERN AUSTRALIA**

**RIDGEWOOD ATHLETICS CENTRE  
INCORPORATED  
CONSTITUTION**

## Version Control

Version	Date	Revised by	Comments
1.0	2004		Original constitution
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5.0	20 October 2022	Paul Phillips	Modified from Athletics West version to align with One Sport direction. Name of association changed to remove Little. New member categories added. Provisional, subject to approval by Ridgewood Little Athletics Centre board and members.
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## 1. NAME OF THE ASSOCIATION

The name of the Association is Ridgewood Athletics Centre Incorporated hereafter referred to as Ridgewood Athletics Centre. Ridgewood Athletics Centre, with Board approval, may adopt a trading name without affecting the powers or interpretation of this constitution.

## 2. DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this constitution, unless the contrary intention appears:

**Act** means Associations Incorporation Act 2015.

**Affiliate Club** means an incorporated association of an athletics related discipline that is affiliated to Ridgewood Athletics Centre

**Annual General Meeting** is the meeting convened under Rule 23.1.

**Appointed Director** means a Director appointed under Rule 16.

**Athletics Australia** means Athletics Australia Incorporated, being the national peak body for the activity of senior Athletics in Australia, or its successor.

**Athletics West** means the state governing body for athletics in Western Australia, Athletics West Ltd. or its successor.

**Board** means Directors of Ridgewood Athletics Centre acting collectively.

**Board Meeting** means a meeting referred to in Rule 20.

**Chairperson** means, in relation to the proceedings at a Board Meeting or General Meeting, the person presiding at the committee meeting or General Meeting in accordance with Rule 14.

**Commissioner** means the Commissioner for Consumer Protection exercising powers under the Act.

**Delegate** means the person/s nominated by an Affiliate Club to represent that entity at any Delegates' Meeting in accordance with Rule 22.

**Delegates' meeting** means a meeting of the Directors and Delegates in accordance with Rule 22

**Director** means appointed and elected directors referred to in Rule 15 and 16.

**Elected Director** means a Director elected under Rule 15.

**Financial Year** means the period commencing 1 March and concluding on 28 February (29 February in a leap year) in the following year.

**General Meeting** means the Annual General Meeting or any Special General Meeting of Ridgewood Athletics Centre in accordance with Rule 23.

**Junior Registered Member** means a junior athlete as defined, and as registered, in accordance with Rule 7.1

**Life Member** means an individual upon whom life membership of Ridgewood Athletics Centre has been conferred under Rule 7.1.3

**Little Athletics** means athletic activity for persons of an age determined by Ridgewood Athletics Centre from time to time, or its successor.

**Little Athletics Australia** means Little Athletics Australia Incorporated, being the national peak body for the activity of Little Athletics in Australia.

**Member** means member of Ridgewood Athletics Centre as defined in Rule 7.

**Policy** means a policy established under Rule 29.

**Poll** means voting conducted in written or electronic form (as opposed to a show of hands).

**Senior Registered Member** means a senior athlete, as defined and as registered, in accordance with Rule 7.1

**Special General Meeting** means a General Meeting other than the Annual General Meeting.

**Special Resolution** means a special resolution passed in accordance with the Act and requiring 75% majority vote of the Members present and eligible to vote at a General Meeting, and as referred to in Rule 23.

## 2.2 Interpretation

In this constitution:

- (a) a reference to a function includes a reference to a power, authority and duty;

- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); and
- (h) a reference to “writing” shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

Any matters of ambiguity relating to this constitution, shall be resolved by the Board in its sole discretion.

### **3. OBLIGATIONS TO ATHLETICS WEST**

#### **3.1 As a consequence of affiliation with Athletics West:**

- (a) Ridgewood Athletics Centre shall be bound at all times to abide by the constitution, rules, by- laws and policies of Athletics West;
- (b) should Ridgewood Athletics Centre fail to fulfil its obligations to Athletics West by virtue of unduly neglecting, disregarding or abusing the aims and/or powers set out hereunder, or otherwise operate in a manner not in the best interest of Athletics as a whole, Athletics West shall be empowered to arrange a meeting with Ridgewood Athletics Centre’s Board to resolve the matters;
- (c) Ridgewood Athletics Centre cannot change its name, uniform or colours or part thereof without the expressed approval of Athletics West.

3.2 Ridgewood Athletics Centre shall complete and submit the affiliation forms and pay the annual affiliation fee prior to the date prescribed by Athletics West each year, before accepting athlete registrations for the following season.

3.3 Ridgewood Athletics Centre shall not have less than three (3) Affiliate Clubs, excepting in circumstances where Athletics West considers that Ridgewood Athletics Centre can still be maintained with less than three (3) Affiliate Clubs.

3.4 The Board shall submit to the Annual General Meeting of Ridgewood Athletics Centre, the annual report, financial reports as required by the Act and assets schedule for the adoption by the Members. At least one (1) copy shall be forwarded to each Affiliate Club and one (1) copy to Athletics West, within thirty days (30) of the date of the Annual General Meeting of Ridgewood Athletics Centre.

3.5 Ridgewood Athletics Centre shall ensure all Affiliate Clubs execute and pay the relevant affiliation fees as required.

#### **4. OBJECTS OF RIDGEWOOD ATHLETICS CENTRE**

##### **4.1 Objects**

The objects for which Ridgewood Athletics Centre is established and maintained are to:

- (a) promote and administer athletic competition for participants who are registered with Ridgewood Athletics Centre;
- (b) promote athletics as a recreational and social activity for all participants in an inclusive environment;
- (c) encourage and assist Affiliate Clubs in the conduct of athletic competitions;
- (d) work with other similar bodies to develop and grow athletics and athletics across Western Australia;
- (e) seek and maintain affiliation with Athletics West;
- (f) enhance the sustainability of Athletics West, Ridgewood Athletics Centre and its membership;
- (g) align infrastructure development and access to facilities with growth of participation; and
- (h) increase the profile of athletics in Western Australia.

##### **4.2 Promotion of Objects**

The property and income of Ridgewood Athletics Centre shall be applied solely towards the promotion of the objects of Ridgewood Athletics Centre and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members, except in good faith in the promotion of those objects.



## **5. POWERS OF RIDGEWOOD ATHLETICS CENTRE**

5.1 The powers conferred on Ridgewood Athletics Centre are the same as those conferred by the Act, so that subject to the Act and any additions, exclusions or modifications inserted below, Ridgewood Athletics Centre may do all things necessary or convenient for carrying out its objects and purposes, and in particular, may:

- (a) acquire, hold, deal with, and dispose of any real or personal property;
- (b) open and operate bank accounts;
- (c) invest its money:
  - i. in any security in which trust monies may lawfully be invested; or
  - ii. in any other manner authorised by the rules of Ridgewood Athletics Centre;
- (d) borrow money upon such terms and conditions as Ridgewood Athletics Centre thinks fit;
- (e) give such security for the discharge of liabilities incurred by Ridgewood Athletics Centre as Ridgewood Athletics Centre thinks fit;
- (f) appoint agents to transact any business of Ridgewood Athletics Centre on its behalf;
- (g) enter into any other contract it considers necessary or desirable; and
- (h) may act as trustee and accept and hold real and personal property upon trust, but does not have power to do any act or thing as a trustee that, if done otherwise than as a trustee, would contravene the Act or this constitution.

## **6. AFFILIATE CLUBS**

6.1 Each Affiliate Club shall:

- (a) be an incorporated entity;
- (b) elect or appoint two (2) Delegates, who shall have the right to be present and debate but only one (1) Delegate may vote on behalf of the Affiliate Club at Delegates' Meetings, in accordance with Rule 22;
- (c) have the minimum number of registered athletes as set down by the Board from time to time in order to be granted or retain affiliation with Ridgewood Athletics Centre;
- (d) take all necessary steps to ensure its constitution and associated policies, clearly reflect the objects of Ridgewood Athletics Centre and are otherwise in a form acceptable to the Board;

- (e) ensure its constitution and policies are amended to conform with any amendments made to this constitution;
- (f) lodge with Ridgewood Athletics Centre its name, audited financials, assets schedule and colours, or any change thereof as per Ridgewood Athletics Centre's policy in effect from time to time. The name, uniform and colours of each Affiliate Club shall be subject to the approval of the Board;
- (g) in accordance with the financial reporting requirements under the Act, provide a copy of the appropriate financial reports following the Affiliate Club's Annual General Meeting; and
- (h) the Board shall have the right at any time to investigate the financial affairs of any Affiliate Club.

## **7. MEMBERS**

### **7.1 Category of Members**

Subject to Rule 7.3 Ridgewood Athletics Centre shall consist of the following Members:

- (a) Junior Registered Members;
- (b) Senior Registered Members;
- (c) Ordinary Members;
- (d) Life Members; and
- (e) Such new categories of Members, created in accordance with sub-rule 5.3.

#### **7.1.1 Junior Registered Members**

Junior Registered Members shall:

- (a) be within the prescribed age range for registration as defined by Athletics West;
- (b) provided evidence of date of birth upon application for membership;
- (c) pay all fees associated with membership of Ridgewood Athletics Centre and the Association; and
- (d) have no voting rights.

#### **7.1.2 Senior Registered Members**

Senior Registered Members shall:

- (a) be within the prescribed age range for registration as defined by Athletics West;

- (b) provide evidence of date of birth upon application for membership;
- (c) pay all fees associated with membership of Ridgewood Athletics Centre and Athletics West; and
- (d) have voting rights.

#### 7.1.3 Ordinary Membership

- a) An Ordinary Member may be a parent/guardian/carer of a Junior Registered Member as defined in Rule 5.1;
- b) Shall have voting rights; and
- c) Will ensure the requirements of 5.1.1 are met

Irrespective of the number of Junior Registered Members, parent/guardian/carer votes are limited to one vote per Ordinary Member.

#### 7.1.4 Other Member Categories

##### (a) Individual Members

- i. Individual Member means a registered financial individual member of Ridgewood Athletics Centre;
- ii. Individual Members, subject to this constitution, may attend General Meetings, but shall have no right to debate or vote.

##### (b) Life Members

- i. Will be appointed in accordance with the criteria and procedure set out, from time to time by the Board, in the policies. Any conditions, obligations or privileges of life membership shall be as prescribed in the policies. Life Members, subject to this constitution, may attend General Meetings, but shall have no right to debate or vote.

#### 7.2 Patron and Vice Patron

Ridgewood Athletics Centre at its Annual General Meeting may appoint annually, on the recommendation of the Board, a Patron and/or Vice-Patron, subject to approval by the Members.

#### 7.3 Creation of New Categories

The Board has the right and power from time to time to create new categories of membership with such rights, privileges and obligations as are determined appropriate, even if the effect of creating a new category is to alter rights, privileges or obligations of an existing category of Members. No new category of membership may be granted voting rights without the approval of Members.

#### 7.4 Transitional Provisions

All entities who were Members of Ridgewood Athletics Centre prior to the time of approval of amendments to this constitution under the Act, shall retain their membership category and will be entitled to such benefits as are conferred on the membership category by Ridgewood Athletics Centre until required by this constitution to renew their membership.

### **8. REGISTER OF MEMBERS OF RIDGEWOOD ATHLETICS CENTRE**

- (a) The Registrar, on behalf of Ridgewood Athletics Centre, must comply with the Act by keeping and maintaining in an up to date condition a secure register of Members and their email addresses as prescribed in the Act.
- (b) A Member who wants to inspect the register of Members must contact the Secretary to make the necessary arrangements for inspection.
- (c) The Member may make a copy of or take an extract from the register of Members but does not have any right to remove the register of Members.
- (d) In accordance with the Act, Ridgewood Athletics Centre may charge a fee for the provision of accessing the register of Members.
- (e) Ridgewood Athletics Centre may also require the Member who wishes to obtain a copy of the register of Members to provide a statutory declaration setting out the purpose for which the application is made.
- (f) The Member must not use or disclose information in the register of Members except for a purpose that is directly connected with the affairs of Ridgewood Athletics Centre or that is related to complying with a requirement of the Act.
- (g) The register of Members must be kept at the principal place of administration of Ridgewood Athletics Centre.
- (h) The Registrar must cause the name of a person who dies or who ceases to be a Member under Rule 10 to be deleted from the register of Members.
- (i) Subject to confidentiality considerations and the Privacy Act (if applicable), the register of Members may be used by Ridgewood Athletics Centre to further the objects of Ridgewood Athletics Centre, as the Board considers appropriate.

### **9. FEES AND LEVIES**

#### 9.1 Registered Athlete Fees and Levies

(a) Registered Athletes shall in each Financial Year pay to Ridgewood Athletics Centre, fees and levies being:

- i. Ridgewood Athletics Centre fees and levies, and
- ii. Affiliate Club fees and levies and
- iii. Athletics West fees and levies

(b) The annual fees and levies payable by Members (or any category of Members) to Ridgewood Athletics Centre, the basis of, the time for and manner of payment shall be as determined by the Board from time to time.

(c) Any Member that has not paid all monies due and payable to Ridgewood Athletics Centre may (subject to the Board's discretion) have all rights under this Constitution immediately suspended from the expiry of the time, prescribed in Rule 9.1 (b) of this constitution. Rights will be suspended until such time as the monies are fully paid or as otherwise determined in the Board's discretion. In the meantime, the Member shall have no obligation to resign from Ridgewood Athletics Centre, and shall be dealt with at the Board's discretion, which includes the right to expel, suspend, disqualify, fine, discipline or retain that Member as a Member, or impose other conditions or requirements as the Board considers appropriate.

## 9.2 Affiliate Club Fees

Each Affiliate Club shall pay to Ridgewood Athletics Centre an annual affiliation fee, being an amount that shall be determined by the Board from time to time.

## 9.3 Life Member Fees

Life Members of Ridgewood Athletics Centre shall not pay any fees to Ridgewood Athletics Centre.

## **10. TERMINATION OF MEMBERSHIP OF RIDGEWOOD ATHLETICS CENTRE**

Membership of Ridgewood Athletics Centre may be terminated upon:

- (a) receipt by Ridgewood Athletics Centre of a notice in writing from a Member of their resignation Ridgewood Athletics Centre; or
- (b) expulsion of a Member in accordance with Rule 11.

## **11. SUSPENSION OR EXPULSION OF MEMBERS OF RIDGEWOOD ATHLETICS CENTRE**

(a) If the Board considers that a Member should be suspended or expelled from membership of Ridgewood Athletics Centre because of conduct detrimental to the interests of Ridgewood Athletics Centre, the Board must communicate in writing, to the Member:

- i. notice of the proposed suspension or expulsion and of the time, date and place of the Board meeting at which the question of that suspension or expulsion will be decided; and
- ii. particulars of that conduct, not less than fourteen (14) days before the date of the Board meeting referred to in paragraph (i).

(b) At the Board meeting referred to in a notice communicated under Rule 11 (a) the Board may, having afforded the member concerned a reasonable opportunity to be heard by, or to make representations in writing to the Board, suspend or expel or decline to suspend or expel that Member from membership of Ridgewood Athletics Centre and must, after deciding whether or not to suspend or expel that Member, communicate that decision in writing to that Member.

(c) Subject to Rule 11 (e) a Member has their membership suspended or ceases to be a member fourteen (14) days after the day on which the decision to suspend or expel a Member is communicated to them under Rule 11 (b).

(d) A Member who is suspended or expelled under Rule 11 (b) must, if they wish to appeal against that suspension or expulsion, give notice in writing to the Board of their intention to do so within the period of fourteen (14) days referred to Rule 11 (c).

(e) When notice is given under Rule 11 (d):

- i. Ridgewood Athletics Centre in a Special General Meeting, must either confirm or set aside the decision of the Board to suspend or expel the Member, after having afforded the Member who gave that notice a reasonable opportunity to be heard by, or to make representations in writing to, Ridgewood Athletics Centre at the Special General Meeting;
- ii. the Member who gave that notice is not suspended or does not cease to be a Member unless and until the decision of the Board to suspend or expel them is confirmed under this sub-rule; and
- iii. any decision shall be recorded in the minutes of each relevant Board meeting.

## **12. DISCIPLINE OF MEMBERS**

Where the Board is advised or considers that a Member has allegedly:

- (a) breached, failed, refused or neglected to comply with a provision of this constitution, policies or any resolution or determination of the Board or any duly authorised committee; or
- (b) acted in a manner unbecoming of a Member or prejudicial to the objects and interests of Ridgewood Athletics Centre and/or the sport of athletics and its related disciplines; or

(c) brought Ridgewood Athletics Centre, the sport of athletics or its related disciplines into disrepute:

the Board may commence or cause to be commenced disciplinary proceedings against that Member, and that Member will be subject to, and submits unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of Ridgewood Athletics Centre as set out in Ridgewood Athletics Centre's policies.

### **13. POWERS OF THE BOARD**

Subject to the Act and this constitution the governance of Ridgewood Athletics Centre shall be exercised by the Board. In particular, the Board as the controlling authority of Ridgewood Athletics Centre shall be responsible for acting on all Centre issues in accordance with the objects of Ridgewood Athletics Centre and shall operate for the collective and mutual benefit of Ridgewood Athletics Centre and the sport of athletics within Western Australia.

The Board, subject to the Act and this constitution, shall have the power, jurisdiction and authority to do all things necessary to carry out the business, the affairs and the objects of Ridgewood Athletics Centre.

The Board of Directors shall comply with Ridgewood Athletics Centre Board Charter, including but not limited to the following actions:

- a duty of care and diligence;
- a duty to act in good faith in the best interests of Ridgewood Athletics Centre and for a proper purpose;
- a duty to not use one's position and a duty to not misuse information obtained through the position to gain an advantage for self or someone else or to cause detriment to Ridgewood Athletics Centre.

The duties outlined in section 13 will also apply to other officers of Ridgewood Athletics Centre, which include persons who:

- participate in making decisions that affect a whole or substantial part of Ridgewood Athletics Centre operations;
- have the capacity to significantly affect Ridgewood Athletics Centre's financial standing; and
- with whose instruction the Board is accustomed to act.

#### **13.1 Committees of the Board**

The Board may from time to time appoint committees to undertake certain tasks as determined by the Board. Committees shall be comprised of suitably skilled persons as determined by the Board. A Director shall be appointed chairperson of any such committee. The terms of reference for each committee shall be determined by the Board.

## 13.2 Control of Funds

- (a) The Board must open an account in the name of the Ridgewood Little Athletics Centre with a financial institution from which all expenditure of is made and into which all funds received are deposited.
- (b) Subject to any restrictions imposed at a general meeting, the Board may approve expenditure on behalf of Ridgewood Athletics Centre.
- (c) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Association must be authorised jointly by any 2 Directors.
- (d) All funds of the Association must be deposited into the Association's account within 5 working days after their receipt.

## 14. COMPOSITION OF THE BOARD

### 14.1 Composition

The Board shall comprise:

- (a) ten (10) Elected Directors in the following positions:
  - i. Chairperson
  - ii. Secretary
  - iii. Treasurer
  - iv. Registrar
  - v. Recorder
  - vi. Equipment Director
  - vii. Development Director
  - viii. Winter Competition Director
  - ix. Championship and Special Events Director
  - x. Publicity Director
  - xi. Senior Competition Director
- (b) Up to two (2) Appointed Directors who shall be appointed in accordance with Rule 16.

### 14.2 Chairperson

Subject to this Rule, the Chairperson must preside at all General Meetings and Board Meetings. In the event of the absence of the Chairperson:

- (a) from a General Meeting, a Director appointed by those Directors present at the General Meeting must preside at the General Meeting; or
- (b) from a Board Meeting, a Director appointed by those Directors present at the Board Meeting must preside at the Board Meeting.



## 15. ELECTED DIRECTORS

### 15.1 Qualifications for Elected Directors

- (a) Nominees for Elected Director positions on the Board must meet the qualifications as prescribed from time to time by the Board and set out in Ridgewood Athletics Centre Policies.
- (b) Elected Directors should have a knowledge of athletics or its strategic direction, its stakeholders and a commitment to the development of the sport of athletics.
- (c) Nominees for Elected Director positions on the Board must declare any position they hold in Ridgewood Athletics Centre or Affiliate Club, including as an office bearer, director or a paid employee.
- (d) A nominee who is subsequently elected as a Director shall immediately retire/resign from a position on the board/executive committee of an Affiliate Club. A nominee must also retire/ resign as a paid employee of Ridgewood Athletics Centre or Affiliate Club.

### 15.2 Elections of Elected Directors

- (a) At least 28 days before the date of the Annual General Meeting (excluding the meeting date) in each year, a notice seeking nominations shall be given to each Affiliate Club, notifying each Affiliate Club of the positions on the Board for which an election is to be held and calling upon Affiliate Clubs to nominate persons for election to the Board.
- (b) A nominee must be a Member of Ridgewood Athletics Centre over the age of 18 years.
- (c) Nominations for Elected Directors must be:
  - i. in writing on the prescribed form provided for that purpose;
  - ii. signed by an Affiliate Club President/Chairperson and Secretary and;
  - iii. signed by the nominee expressing a willingness to accept the position for which they have nominated and may, if desired by the nominee, be accompanied by a written statement of not more than 350 words specifying background information, qualifications, skills and experience of the nominee and particulars of why the nominee has nominated for election.
- (d) Nominations must be received by the Chairperson at least 14 days prior to the relevant Annual General Meeting (excluding the meeting date).
- (e) If only one nomination is received for a position on the Board in accordance with Rule 15.2 (c) then that person nominated shall be duly elected.

(f) If the number of nominations for a position on the Board in accordance with Rule 15.2 (c) exceeds one, a ballot shall be taken as follows:

- i. At least 7 days prior to the Annual General Meeting, each Member entitled to vote will be forwarded a notice specifying the nominees for election and a voting form. The notice specifying the nominees for election and the voting form shall be in a format approved by the Board.
- ii. The notice specifying the nominees for election will contain:
  1. the positions on the Board for which an election is required;
  2. the names of each nominee and
  3. if provided, the written statement supplied in accordance with Rule 15.2(c)(iii).

(g) The voting shall be conducted by majority vote at the Annual General Meeting.

(h) If there are insufficient nominations received to fill all vacancies on the Board, any remaining vacant positions shall be dealt with in accordance with Rule 18.

(i) At the Annual General Meeting, the Chairperson at that meeting shall announce the result of the election.

### 15.3 Term of Appointment

Subject to the transitional provisions contained in Rule 21 Elected Directors shall be elected in accordance with this constitution, for a term of one (1) year, which shall commence from the conclusion of the Annual General Meeting at which the election occurred and continue until the conclusion of the Annual General Meeting following.

## 16. APPOINTED DIRECTORS

The Board may fill any vacant Appointed Directors' positions at any time after the Annual General Meeting in accordance with this Constitution.

### 16.1 Qualifications for Appointed Directors

The Appointed Directors may have specific skills as required by the Board in commerce, finance, marketing, law or business generally or such other skills that complement the Board composition. An Appointed Director does not need to be a Member of Ridgewood Athletics Centre.

### 16.2 Term of Appointment

Subject to the transitional provisions contained in Rule 21 Appointed Directors shall be appointed by the Board in accordance with this constitution for a term commencing from their date of appointment and concluding at the conclusion of the Annual General Meeting following.

## 17. LEAVE OF ABSENCE

The Board may, in its discretion, grant leave of absence to a Director following consideration of an application submitted in writing to the Board provided:

- (a) if such period is less than six (6) months, the Board may appoint a temporary replacement from amongst the Members;
- (b) if, in the case of an Elected Director, such period is six (6) months or more, that Director is taken to have resigned their position and a casual vacancy arises, but the Director shall be entitled to seek re-election at the Annual General Meeting;
- (c) if, in the case of an Appointed Director, the remaining Directors decide that granting the leave of absence would impede the Board of Directors in its role, the Appointed Director's term may be ended and a new Director appointed; and,
- (d) the leave of absence cannot exceed the remaining term of office of the Director.

## **18. VACANCIES OF THE BOARD**

### **18.1 Grounds for Termination of a Director**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

- (a) dies;
- (b) becomes bankrupt or is required to make any arrangement or composition with creditors generally;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in anyway under the law relating to mental health;
- (d) resigns from office in writing to Ridgewood Athletics Centre;
- (e) is absent without the consent of the Board from three (3) consecutive meetings of the Board;
- (f) takes up employment of Ridgewood Athletics Centre, an Affiliate Club or Athletics West;
- (g) without the prior consent or later ratification of Ridgewood Athletics Centre in a General Meeting holds any position of remuneration under Ridgewood Athletics Centre or an Affiliate Club;
- (h) is directly or indirectly interested in any contract or proposed contract with Ridgewood Athletics Centre and fails to declare the nature of that interest;
- (i) is found to be an undischarged bankrupt and does not declare their bankruptcy to the Board or offer their resignation;

- (j) is removed from office by Special Resolution under Rule 18.2;
- (k) would otherwise be prohibited from being a director of a corporation under the Corporations Act or is disqualified from office under the Act;
- (l) breaches Board confidentiality such that the breach poses serious and indefensible circumstances with regards the Director's fiduciary duty to Ridgewood Athletics Centre or the Board's good governance of Ridgewood Athletics Centre; or
- (m) brings the sport of athletics into disrepute.

## 18.2 Removal of a Director

- (a) Ridgewood Athletics Centre in a Special General Meeting may by Special Resolution with a majority vote of at least 75%, remove any Director before the expiration of their term of office. If a Director is removed in accordance with this Rule the office of the Director becomes vacant and shall be filled as a casual vacancy in accordance with Rule 18.3.
- (b) The Board, by a majority vote, may remove any Appointed Director, before the expiration of their term of office. If an Appointed Director is removed in accordance with this Rule 18.2 (b) the office of the Director becomes vacant and shall be filled as a casual vacancy in accordance with Rule 18.3.
- (c) Where the Director to whom a proposed resolution referred to in Rule 18.2 (a) makes representations in writing to the Chairperson and requests that such representations be notified to the Members, the Chairperson may send a copy of the representations to each Affiliate Club and Member or, if they are not so sent, the Director may require they be read out at the Special General Meeting referred to Rule 18.2 (a) and the representations shall be so read.
- (d) Any written communication must be of reasonable length and must not contain any illegal, offensive or defamatory material.
- (e) At the Special General Meeting referred to in Rule 18.2 (a) the Director whose removal is proposed shall have the right to address the meeting.
- (f) Removal of any Director shall be without prejudice to any legal claim they may have against Ridgewood Athletics Centre or that Ridgewood Athletics Centre may have against the Director in respect of matters arising before or after such removal.

## 18.3 Casual Vacancies of Elected Directors

In the event of a casual vacancy of an Elected Director the Board shall identify a replacement Director, in accordance with Rule 15.1, and appoint a suitable person for the remainder of the vacating Director's term.

## 18.4 Remaining Directors May Act

In the event of a casual vacancy or vacancies in the office of a Director, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a Board Meeting, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

## **19. CONFLICTS**

### **19.1 Directors' Interests**

A Director is disqualified from holding any position of profit or position of employment in any entity in which Ridgewood Athletics Centre is a shareholder.

A Director is disqualified from contracting with Ridgewood Athletics Centre either as a vendor, purchaser or otherwise except pursuant to an express resolution of approval of the Board.

### **19.2 Conflict of Interest**

A Director shall declare an interest in any:

- (a) contractual matter;
- (b) selection matter;
- (c) judicial or disciplinary matter;
- (d) sponsorship matter;
- (e) material personal interest; or
- (f) other financial matter;

in which a conflict of interest arises or may arise and shall absent themselves from discussions of such matter and shall not be entitled to vote in respect of such matter. In the event of any uncertainty as to whether it is necessary for a Director to absent themselves from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter shall be adjourned or deferred.

### **19.3 Disclosure of Interests**

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

(b) Conflicts of Interest shall be a standing agenda item at Board Meetings and it is the duty of the Chairperson to ensure that any declaration made or any general notice given by a Director is recorded in the minutes.

(c) Conflicts of interest registered by Directors, will also be declared at the Annual General Meeting.

## **20. MEETINGS OF THE BOARD**

### **20.1 Board Meetings**

The Board shall meet at least six times between each Annual General Meeting of Ridgewood Athletics Centre at such place and times as the Board may determine, for the dispatch of business.

The Chairman shall, on the requisition of two Directors, convene a meeting of the Board within 14 days.

### **20.2 Notice of Board Meetings**

Unless all Directors agree to hold an extraordinary meeting at shorter notice (which agreement shall be sufficiently evidenced by their presence) not less than seven (7) days oral or written notice of the Board Meeting shall be given to each Director by the Chairman. The agenda shall be forwarded to each Director not less than three working days prior to each meeting.

### **20.3 Chair of Board Meeting**

The Chairperson shall preside at every Board Meeting. If the Chairperson is not present, or is unwilling or unable to preside, the Directors shall choose one of their number present to preside as chair for that meeting only. Where the Chairperson is granted a leave of absence by the Board a replacement chair may be elected for the duration of the absence.

### **20.4 Quorum**

The quorum for a Board Meeting shall be 1 Director more than 50% of the Directors. When a Board Meeting lapses due to lack of a quorum, the Chairperson shall convene a second Board Meeting within a period of 14 days.

### **20.5 Decisions of the Board**

(a) Subject to this constitution, each Director has a deliberative vote. Questions arising at any Board Meeting shall be decided by a majority of votes. Where a tied vote exists, the Chairperson shall declare the vote lost.

(b) Directors will not be entitled to vote on any matters that have a direct bearing on their child or legal guardian.

## 20.6 Resolutions

- (a) A resolution in writing, signed, assented to or endorsed by electronic mail or other form of reproducible record by all the Directors shall be as valid and effectual as if it had been passed at a Board Meeting duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors.
- (b) For purposes of clarity, a majority vote of Directors shall be sufficient to pass a resolution not in meeting as referred to in Rule 20.6 (a).
- (c) Without limiting the power of the Board to regulate their meetings as they think fit, a Board Meeting may be held where one or more of the Directors is not physically present at the meeting, provided that;
- i. all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously, whether by means of telephone or other form of physical or electronic communication;
  - ii. notice of the meeting is given to all the Directors entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Board and such notice does not specify that Directors are required to be present in person; and
  - iii. in the event that a failure in communications prevents condition (i) from being satisfied by that number of Directors which constitutes a quorum, and none of the Directors are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held, then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 30 minutes from the interruption the meeting shall be deemed to have terminated.

## 20.7 Validity of Board Decisions

A procedural defect in decisions taken by the Board shall not result in such decisions being invalidated.

## 20.8 Minutes

- (a) The Secretary shall ensure that minutes of the resolutions and proceedings of each Board Meeting are recorded, together with a record of the names of persons present at all meetings.
- (b) Any Member of Ridgewood Athletics Centre, on giving reasonable notice to the Secretary, may inspect the minutes of any Board Meeting.
- (c) Within 14 days after each Board Meeting, the Secretary shall supply to each Director a copy of the minutes of the Board Meeting.

## **21. TRANSITIONAL PROVISIONS**

### **21.1 Transitional Board**

Upon the adoption of this constitution, the Board elected at the Annual General Meeting preceding the adoption (the transitional Board) will continue as the Board of Ridgewood Athletics Centre, with each Director serving out the remainder of their term. The transitional Board shall, consistent with this constitution, do such things and act in such manner as is necessary to further the objects of Ridgewood Athletics Centre during its term. The quorum for a meeting of the transitional Board shall be 1 Director more than 50% of the Directors.

### **21.2 Board Chairperson During Transitional Period**

The Chairperson shall preside at every meeting of the transitional Board. If the Chairperson is not present, unwilling or unable to preside, the Directors shall choose one of their number present to preside as chair for that meeting only.

### **21.3 Transitional Board Vacancies**

Upon the adoption of this constitution, the transitional Board may appoint a person to one of the Appointed Director positions referred to in Rule 16.

## **22. DELEGATES' MEETINGS**

Delegates' Meetings will be held not less than twice per year for the purpose of sharing information between the Board and the Affiliate Clubs.

### **22.1 Entitlement to Attend a Delegates' Meeting**

The Delegates' Meetings are open to all Directors, and Delegates of each Affiliate Club. Each Affiliate Club may be represented by two (2) Delegates, however only one (1) Delegate may vote on behalf of the Affiliate Club.

A Delegate must:

- (a) be an Ordinary Member over the age of 18 years,
- (b) be appropriately empowered by the appointing Affiliate Club to consider, make decisions and vote in proceedings as per this constitution,
- (c) not be a Director of Ridgewood Athletics Centre,
- (d) not be an employee of Ridgewood Athletics Centre; and
- (e) not be a Delegate for more than one (1) Affiliate Club.



Notwithstanding any other Rule, no Affiliate Club shall be represented at, or take part in a Delegates' Meeting, unless all monies in accordance with Rule 9, then due and payable to Ridgewood Athletics Centre, are paid.

## 22.2 Notice of Delegates' Meetings

The Secretary shall be responsible for;

- (a) giving notice of the Delegates' Meeting to all Directors, Affiliate Clubs, and Life Members,
- (b) notice of a Delegates' Meeting shall be given at least 14 days prior to the meeting and shall specify the place, the day and time of the Delegates' Meeting, and
- (c) distributing, at least 7 days prior to the Delegates' Meeting an agenda for the meeting stating the business to be transacted, together with any notice of motion received or forms applicable to the intended business.

## 22.3 Affiliate Club to Advise

An Affiliate Club shall advise Ridgewood Athletics Centre of any change to their nominated Delegate within seven (7) days of Notice of a Delegates' Meeting. Nominations may include alternate Delegates where the nominated Delegate is unable to fulfil the role. Notification must be in the approved form including the name, address and contact details of the Delegate.

## 22.4 Chair of Delegates' Meeting

The Chairperson of the Board shall preside at every Delegates' Meeting. If the Chairperson is not present, or is unwilling or unable to preside, the Directors shall choose one of their number present to preside as chair for that meeting only. Where the Chairperson is granted a leave of absence by the Board a replacement chair may be elected for the duration of the absence.

## 22.5 Quorum

No business shall be transacted at any Delegates' Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for a Delegates' Meeting shall consist of:

More than 50% of the Directors and

More than 50% of the Delegates

## 22.6 Decisions at a Delegates Meeting

- (a) Each Affiliate Club may be represented by two (2) Delegates, however only one (1) Delegate may vote on behalf of the Affiliate Club.

(b) Directors and / or Delegates will not be entitled to vote on any matters that have a direct bearing on their child or legal guardian.

(c) Subject to this constitution, each Director and 1 Delegate from each Affiliate Club has a deliberative vote. Questions arising at any Delegates' Meeting shall be decided by a majority of votes, but, where a tied vote exists the Chairperson shall declare the vote lost.

## 22.7 Minutes

(a) The Secretary shall ensure that minutes of the resolutions and proceedings of each Delegates' Meeting are recorded, together with a record of the names of persons present at all meetings.

(b) Any Member of Ridgewood Athletics Centre, on giving reasonable notice to the Secretary, may inspect the minutes of any Delegates Meeting.

(c) Within 14 days after each Delegates' Meeting, the Secretary shall supply to each Affiliate Club a copy of the minutes of the Delegates' Meeting.

## 23. GENERAL MEETINGS

### 23.1 Annual General Meeting

An Annual General Meeting of Ridgewood Athletics Centre shall be held in accordance with the provisions of the Act and this constitution, on a date and at a venue to be determined by the Board, in every calendar year within four (4) months after the end of Ridgewood Athletics Centre's financial year or such longer period as may in a particular case be allowed by the Commissioner.

#### 23.1.1 Business of Annual General Meetings

(a) The business to be transacted at the Annual General Meeting includes the presentation of annual accounts, reports of the Board (including the activities of Ridgewood Athletics Centre during the preceding Financial Year and activities of the Board), auditors report and the confirmation of Elected Directors and Life Membership.

(b) No business other than that stated on the notice of meeting or agenda shall be transacted at that meeting.

### 23.2 Special General Meetings

The Board may, whenever it thinks fit, convene a Special General Meeting, for a specified objective, on a date and at venue to be determined by the Board.

### 23.2.1 Requisitioning a Special General Meeting

- (a) The Board shall on the written requisition of not less than 20% of the Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the objective(s) of the meeting; shall be sent to Ridgewood Athletics Centre and the Affiliate Clubs and shall be signed by the Members making the requisition.
- (c) If the Board does not cause a Special General Meeting to be held within two (2) months after the date on which the requisition is sent to Ridgewood Athletics Centre, the Members making the requisition, may convene a Special General Meeting to be held not later than one (1) month after that date.
- (d) In accordance with the Act, should the Commissioner direct that a Special General Meeting be held, it will be conducted in accordance with this Constitution.

### 23.3 Entitlement to Attend General Meetings

- (a) General Meetings are open to all Directors and Members.
- (b) Notwithstanding any other Rule, no Member shall be represented at, or take part in a General Meeting, unless all monies in accordance with Rule 9, then due and payable to Ridgewood Athletics Centre, are paid.

### 23.4 Notice of General Meetings

The Secretary shall be responsible for;

- (a) giving notice of the General Meeting to all Directors, Affiliate Clubs, and Members,
- (b) notice of the General Meeting shall be given at least 28 days prior to the meeting and shall specify the place, the day and time of the General Meeting, and
- (c) distributing, at least 7 days prior to the General Meeting an agenda for the meeting stating the business to be transacted, together with any notice of motion received or forms applicable to the intended business.

### 23.5 Chair of General Meetings

The Chairperson of the Board shall preside at all General Meetings. If the Chairperson is not present, or is unwilling or unable to preside, the Directors shall choose one of their number present to preside as chair for that meeting only. Where the Chairperson is granted a leave of absence by the Board a replacement chair may be elected for the duration of the absence.

### 23.6 Quorum

No business shall be transacted at a General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for an Annual General Meeting shall consist of not less than 35 Ordinary Members.

### 23.7 Conduct of Meeting

Without limiting the power of the Board to regulate a meeting as they think fit, a General Meeting may be held where one or more of the Directors or Members are not physically present at the meeting, provided that:

- (a) prior notification of requirements to satisfy Rule 23.7 (b) are communicated to the Secretary;
- (b) all persons participating in the General Meeting are able to communicate with each other effectively, simultaneously and instantaneously, whether by means of telephone or other form of physical or electronic communication;
- (c) notice of the meeting is given to all Members entitled to notice in accordance with Rule 23.4; and
- (d) in the event that a failure in communications prevents the condition in Rule 23.7 (b) from being satisfied by that number of participants that constitutes a quorum, and insufficient Members are present at the place where the meeting is deemed by virtue of the further provisions of this Rule to be held, then the meeting shall be suspended until the condition at Rule 23.7 (b) is satisfied again. If such condition is not satisfied within thirty (30) minutes from the interruption the meeting shall be deemed to have terminated.

### 23.8 Adjournment of Meeting

- (a) If within thirty (30) minutes from the time appointed for the General Meeting, a quorum is not present, the meeting shall be adjourned to such other day, such other time and place as may be determined under Rule 23.8 (b).
- (b) When any General Meeting lapses due to lack of a quorum, the Secretary shall convene a second meeting within a period of fourteen (14) days. If at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the business shall be transacted, provided the Ordinary Members then present, is not less than half the number required for a quorum.
- (c) The Chairperson may, with the consent of any General Meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to 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.

(d) When a General Meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(e) Except as provided in Rule 23.8 (d) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### 23.9 Voting Procedure

At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a Poll is (before or on the declaration of the result of the show of hands) demanded:

(a) by the Chairperson; or

(b) by at least three (3) Ordinary Members present in person at the meeting.

### 23.10 Voting Entitlements

(a) Subject to this constitution; Ordinary Members shall be entitled to one (1) vote at General Meetings in accordance with Rule 7.1.2

(b) All votes shall be given personally or by email, as provided in Rule 24.2.

### 23.11 Poll

If a Poll is duly demanded under Rule 23.9 it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs and the result of the Poll shall be the resolution of the meeting at which the Poll was demanded.

### 23.12 Resolutions at General Meetings

Except where a Special Resolution is required, all motions at General Meetings shall be determined by a majority vote.

### 23.13 Recording of Determinations

Unless a Poll is demanded under Rule 23.9, 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 the minutes of the proceedings of Ridgewood Athletics Centre shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### 23.14 Minutes

(a) The Secretary shall ensure that minutes of the resolutions and proceedings of each General Meeting are recorded, together with a record of the names of persons present at all meetings.

(b) Any Member of Ridgewood Athletics Centre, on giving reasonable notice to the Secretary, may inspect the minutes of any General Meeting.

(c) Within 14 days after each General Meeting, the Secretary shall supply to each Affiliate Club a copy of the minutes of the General Meeting.

## **24. PROXY AND EMAIL VOTING**

### **24.1 Proxy Voting Not Permitted**

Proxy voting shall not be permitted at General Meetings.

### **24.2 Email Voting**

(a) Should an issue arise between General Meetings which requires a decision or ratification, the Board may at its discretion submit a proposed motion to an email vote in such manner as it considers necessary.

(b) Any such email vote shall be in accordance with the following procedure:

- i. The Secretary shall, upon receipt of the directive, as soon as practicable, dispatch a copy of the proposed resolution to each Ordinary Member by email and shall be accompanied by a notice stating the date on which the voting shall close;
- ii. The dispatch of the proposed resolution and notice shall be deemed to have been received by each Ordinary Member on successful delivery to the Ordinary Member's email address as recorded in the register of Members.

(c) All votes shall be received by the Secretary no later than midday on the normal working day preceding the date upon which the voting shall close.

(d) Upon the close and counting of voting, a scrutineer appointed by the Board shall examine the votes as tallied and advise each Member of the result.

(e) A vote on any proposed motion captured by authenticated electronic voting system/s via an independent registered organisation on behalf of Ridgewood Athletics Centre, shall be valid and binding in all respects.

## **25. RULES OF RIDGEWOOD ATHLETICS CENTRE**

Ridgewood Athletics Centre may alter or rescind these rules, or make rules additional to these rules, in accordance with the procedure set out in the Act, the constitution shall be reviewed at least every five years.

## **26. EXECUTING DOCUMENTS**

(a) Ridgewood Athletics Centre may execute a document if the document is signed by 2 Directors.

(b) Ridgewood Athletics Centre does not have a common seal.

## **27. CUSTODY OF BOOKS AND SECURITIES**

(a) Subject to subrule (b), the books and any securities of Ridgewood Athletics Centre must be kept in the Secretary's custody or under the Secretary's control.

(b) The financial records and, as applicable, the financial statements or financial reports of Ridgewood Athletics Centre must be kept in the Treasurer's custody or under the Treasurer's control.

(c) Subrules (a) and (b) have effect except as otherwise decided by the Board.

(d) The books of Ridgewood Athletics Centre must be retained for at least 7 years.

## **28. INSPECTION OF RECORDS, ETC. OF RIDGEWOOD ATHLETICS CENTRE**

(a) A Member who wants to inspect the books, documents, records and securities of Ridgewood Athletics Centre must contact the Secretary to make the necessary arrangements for inspection.

(b) If the Member wants to inspect a document that records the minutes of a Board Meeting the right to inspect that document is subject to any decision the Board has made about minutes of Board Meetings generally, or the minutes of a specific Board Meeting, being available for inspection by Members.

(c) The Member may make a copy of or take an extract from a record or document referred to in Rule 27(a) but does not have a right to remove the record or document.

(d) The Member must not use or disclose information in a record or document referred to in Rule 27(a) except for a purpose that is directly connected with the affairs of Ridgewood Athletics Centre or that is related to complying with a requirement of the Act.

## **29. DISPUTES AND MEDIATION**

(a) The grievance procedure set out in the Ridgewood Athletics Centre's Member Protection Policy applies to any dispute under this constitution between any of the following:

- i. a Member;
- ii. an Affiliate Club;
- iii. Ridgewood Athletics Centre;
- iv. Athletics West; or

- v. if Ridgewood Athletics Centre provides services to non-members, those non-members who receive services from Ridgewood Athletics Centre, and Ridgewood Athletics Centre.

(b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all of the parties.

(c) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must hold a meeting in the presence of a mediator, in accordance with Ridgewood Athletics Centre Member Protection Policy.

(d) If a dispute between members that relates to the rules of Ridgewood Athletics Centre and/or Athletics West cannot be resolved through this process it will be possible to make an application for the matter to be heard by the State Administrative Tribunal. It is open to the State Administrative Tribunal to refer the dispute, or any aspect of it, for mediation or make orders for the resolution of the dispute.

(e) In limited circumstances, the Commissioner will be able to apply to the State Administrative Tribunal for the appointment of a statutory manager to administer the affairs of Ridgewood Athletics Centre.

### **30. DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP OF RIDGEWOOD ATHLETICS CENTRE**

If upon the winding up or dissolution of Ridgewood Athletics Centre there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the Members, or former Members. The surplus property must be given or transferred to Athletics West.

### **31. POLICIES**

#### **31.1 Board to Formulate Policies**

The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such regulations and policies for the proper advancement, management and administration of Ridgewood Athletics Centre, the advancement of the objects of Ridgewood Athletics Centre and the sport of athletics as it thinks necessary or desirable. Such policies must be consistent with this constitution.

#### **31.2 Policies Binding**

All policies made under this Rule shall be binding on Ridgewood Athletics Centre and its Members.

#### **31.3 Policies Deemed Applicable**



All regulations and policies of Ridgewood Athletics Centre and Athletics West in force at the date of the approval of this constitution under the Act in so far as such regulations and policies are not inconsistent with, or have been replaced by this constitution, shall be deemed to be regulations and policies under this Rule.

#### 31.4 Notices Binding on Members

Amendments, alterations, interpretations or other changes to regulations and policies shall be advised to the Members by means of notices approved by the Board and prepared and issued by the Secretary. Ridgewood Athletics Centre and Affiliate Clubs shall be obliged to draw such notices to the attention of their respective members. Notices are binding upon all Members of Ridgewood Athletics Centre.