

Indian Golf Industry Association Constitution

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Constitution

Date: October 2010

Indian Societies Registration Act of 1860

CONSTITUTION OF INDIAN GOLF INDUSTRY ASSOCIATION

1. NAME

The name of the association is Indian Golf Industry Association ("**Association**").

2. OBJECTS OF THE ASSOCIATION

The Association is established to:

- (a) provide a forum to bring together all key sectors of the Indian Golf Industry to work in a co-ordinated way to grow, develop and promote the game of golf;
- (b) strengthen the individual position of each Member, based on its individual constitution and charter, by providing the forum for Members to act as a collective group;
- (c) reduce fragmentation within the Indian Golf Industry and to facilitate cooperation and encourage a wider industry view by each Member;
- (d) represent the Indian Golf Industry as an advocacy group on industry wide issues;
- (e) provide advice to Government on industry wide issues relevant to the Association whilst recognising individual Member's relationship with specific Government agencies;
- (f) progress agreed industry projects which will be of benefit to the Industry Golf Industry as a whole;
- (g) develop and monitor an industry teaching and research strategy whereby relevant research is collected, developed, packaged and pertinent information and resources are disseminated to Members of the golf industry, Governments and the public;
- (h) develop and monitor any industry wide plans designed to progress cohesion and collaboration between sectors, organisations and individuals involved in the Indian Golf Industry; and
- (i) undertake and or do all such things or activities as are necessary, incidental or conducive to the advancement of these Objects.

3. POWERS OF THE ASSOCIATION

Solely for furthering the Objects the Association has, in addition to the rights, powers and privileges conferred on it under the Act, the legal capacity and powers of a company as set out under **Indian Societies Registration Act** of 1860

4. APPLICATION OF INCOME

- (a) The income and property of the Association shall be applied solely towards the promotion of the Objects.
- (b) No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member or Director.
- (c) No remuneration or other benefit in money or money's worth shall be paid or given by the Association to any person who holds any office of the Association.
- (d) Nothing contained in clauses 4 (b) or (c) shall prevent payment in good faith of or to any Member:
 - (i) for any services actually rendered to the Association whether as an employee or otherwise;
 - (ii) for goods supplied to the Association in the ordinary and usual course of business;
 - (iii) of interest on money borrowed from any Member;
 - (iv) of rent for premises demised or let by any Member to the Association; or
 - (v) for any out-of-pocket expenses incurred by the Member on behalf of the Association;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

5. ADDITION ALTERATION OR AMENDMENT

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved in accordance with the Act.

6. LIABILITY OF MEMBERS

The liability of the Members of the Association is limited.

7. MEMBERS' CONTRIBUTIONS

Every Member undertakes to contribute to the assets of the Association if it is wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Association contracted before the time at which they cease to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding one rupee (Rs1).

8. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be paid to or distributed to an organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association by **Rule 4**. Such organisation shall be determined by the Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of India as may have or acquire jurisdiction in the matter.

9. ACCOUNTS

True accounts shall be kept of the sums of money received and expended by the Association and the manner in respect of which such receipt and expenditure takes place and of the property, assets and liabilities of the Association. Subject to any confidentiality restrictions (as reasonably determined by the Board) or reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with this Constitution, the accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Association shall be examined by one or more properly qualified auditor or auditors who shall report to the Members in accordance with the provisions of the Act.

10. INTERPRETATION

(a) In this Constitution unless the contrary intention appears:

“**Act**” means the **Indian Societies Registration Act** of 1860

“**Board**” means the Directors of the Association acting as a body.

“**Chairman**” means the Chairman from time to time of the Association.

“**Constitution**” means this Constitution of the Association.

“**Director**” means a member of the Board.

“**Executive Officer**” means the executive officer appointed by the Board (if any) having such functions as are set out under this Constitution.

“**Financial Year**” means the year ending 31 March in each year.

“**General Meeting**” means the Annual or any Special General Meeting of the Association.

“**Intellectual Property**” means all rights subsisting in copyright, trade names, trade marks, logos, designs, equipment, images (including photographs, videos or films) or service marks (whether registered or registrable) relating to the Association or any event or equipment, program, product, publication or activity developed, conducted, promoted or administered by the Association.

“**Member**” means a member for the time being of the Association under **Rule 11**.

“Objects” means the Objects of the Association in **Rule 2**.

“Regulations” means any regulations made by the Board under **Rule 67**.

“Special Resolution” means a Special Resolution as defined under the Act.

- (b) Expressions referring 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.
- (c) In this Constitution
 - (i) a reference to a function includes a reference to a power, authority and duty;
 - (ii) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty;
 - (iii) words importing the singular include the plural and vice versa;
 - (iv) words importing any gender include the other genders;
 - (v) references to persons include corporations and bodies politic;
 - (vi) references to a person include the legal personal representatives, successors and permitted assigns of that person;
 - (vii) 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).
- (d) If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If it cannot be read down it shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Constitution or affecting the validity or enforceability of that provision in any other jurisdiction.
- (e) Except where the contrary intention appears in this Constitution, an expression in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.
- (f) The Association is established solely for the Objects.
- (g) The model rules referred to in the Act are expressly displaced by this Constitution.

11. MEMBERS

- (a) The Members of the Association can be:
 - (i) Both Indian and Foreign companies involved in the Indian Golf Industry;
 - (ii) Individuals of Indian Nationality who are involved in the Indian Golf Industry;
 - (iii) Indian or International Societies or Associations that are involved in the Indian Golf Industry;
- (b) Each initial founding member shall be entitled to appoint one person to be a Director until such time of the first General Meeting.
- (c) The Board may from time to time invite other organisations, companies or individuals to join as Members of the Association.
- (d) The Association shall maintain, in a form and with such details as are required under the Act, a register of all Members.
- (e) Subject to reasonable privacy and confidentiality considerations the register shall be available for inspection by any Member, upon reasonable request.
- (f) The initial founding members of the Association shall be:
 - (i) Pacific Coast Design (India) Pvt. Ltd.
represented by: Mr Sandeep Trehan
 - (ii) Rain Bird International Inc.
represented by: Mr Mohan Subramanian
 - (iii) Oxford Golf & Country Club.
represented by: Mr Anil Seolekar
 - (iv) Irrigation Products International (P) Ltd.
represented by: Mr Ravi Garyali
 - (v) Mr G. P. Singh
 - (vi) Global Golf (India)
represented by: Mr Prakash Alvares
 - (vii) Karma Lakelands Pvt. Ltd.
represented by: Mr Ashwani Khurana
 - (viii) Ananth Padmanabhan Upadhaya

12. EFFECT OF MEMBERSHIP

Members acknowledge and agree that:

- (a) The Constitution constitutes a contract between each of them and the Association and that they are bound by the Constitution and the Regulations.
- (b) They shall comply with and observe the Constitution and the Regulations and any determination or resolution which may be made or passed by the Board or the Association in General Meeting.
- (c) By submitting to the Constitution they are subject to the jurisdiction of the Association.
- (d) The Constitution is made in the pursuit of a common object, namely the mutual and collective benefit of the Association and the Members.
- (e) The Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Association, the Indian Golf Industry and its Members.
- (f) They are entitled to all benefits, advantages, privileges and services of Association membership.

13. MEMBERSHIP AND ANY OTHER FEES

- (a) The level of membership fees and any other prescribed fees, and the manner and timing of payment of such fees, shall be determined by the Board from time to time.
- (b) The Board may extend the time for payment of subscriptions or fees, adjust or waive subscriptions or fees for any Member by resolution.
- (c) Any Member whose subscriptions and/or fees have not been paid and received by the time set by the Board in any year shall not be entitled to receive any of the benefits, advantages, privileges or services of Association membership.

14. DISCONTINUANCE OF MEMBERSHIP

- (a) A Member having paid all arrears of subscriptions and fees payable by it to the Association (if any), may resign from membership by giving notice in writing to the Association.
- (b) A Member, which ceases to be a Member, shall forfeit all right in and claim upon the Association and its property including Intellectual Property.

15. DISCIPLINE OF MEMBERS

- (a) The Board in its sole discretion may refer any of the following matters for investigation or determination either under the procedures set down in Annexure A to this Constitution or by such other procedure or persons as the Board considers appropriate:
 - (i) an allegation (which in the reasonable opinion of the Board is not vexatious, trifling or frivolous) by a complainant that a Member has:
 - (A) breached, failed, refused or neglected to comply with a provision of this Constitution or any Regulations or any other 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 the Association; or
 - (C) prejudiced the Association or brought the Association into disrepute.
- (b) All Members (in this clause “**defendant**”) will be subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Association whether under this Constitution or as otherwise prescribed by the Board from time to time.
- (c) During investigatory or disciplinary proceedings (“**proceedings**”) under this Constitution, a defendant may continue to be a Member pending the determination of the proceedings (including any available appeal) unless the Board decides such continued participation is inappropriate having regard to the matter at hand.

16. CONVENING GENERAL MEETINGS

- (a) An annual general meeting of the Association shall be held in accordance with the Act and this Constitution and on a date and at a time and venue to be determined by the Board.
- (b) All General Meetings other than the annual general meeting shall be special general meetings and shall be held in accordance with this Constitution.
- (c) Any Director may call a General Meeting.

17. NOTICE OF MEETING

- (a) Notice of every General Meeting shall be given to the Directors and to every Member entitled to vote at General Meetings at the address appearing in the register kept by the Association. No other person shall be entitled as of right to receive notice of General Meetings.
- (b) Unless all Members agree to shorter notice and subject to the Act's requirements not less than thirty days written notice (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) must be given of any General Meeting. The notice must:
 - (i) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
 - (ii) state the general nature of the meeting's business; and
 - (iii) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution.

18. PLACE OF MEETING

The Association may hold a General Meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

19. BUSINESS OF GENERAL MEETINGS

- (a) The business to be transacted at the Annual General Meeting includes the voting in of Directors for the Board, consideration of accounts, reports of the Board (including in relation to the activities of the Association during the last preceding Financial Year) and reports of the auditors.
- (b) All business that is transacted at a General Meeting, and also all that is transacted at the Annual General Meeting, with the exception of those matters set out in **Rule 19(a)** shall be special business. "Special business" is business of which a notice of motion has been submitted in accordance with **Rule 19(d)**.
- (c) No business other than that stated on the notice for a meeting shall be transacted at that meeting.
- (d) All notices of motion for inclusion as special business at a General Meeting must be submitted in writing (in the prescribed form (if any)) to the Association not less than twenty-eight days (excluding receiving date and meeting date) prior to the General Meeting.

20. WRITTEN RESOLUTIONS

The Association may pass a resolution without a General Meeting being held if all Members sign a document containing a statement that they are in favour of the resolution set out in the document. The provisions of this clause do not apply to a resolution to remove the auditor.

21. SEPARATE DOCUMENTS

Separate copies of the document may be used for signing by Members if the wording of the resolution statement is identical on each copy. The resolution is passed when the last Member signs.

22. QUORUM

The quorum for a General Meeting shall be half of those entitled to attend, plus one. Where the number of Members is an odd number the quorum must be rounded up, plus one. By way of example, if there are seven Members the quorum will be five Members being half the Members rounded up to four, plus one. The quorum must be present at all times during the meeting.

23. ADJOURNMENT FOR LACK OF QUORUM

If a General Meeting does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the Board specifies. If the Board does not specify one or more of these things, then the meeting is adjourned to:

- (a) if the date is not specified – the same day in the next week; and
- (b) if the time is not specified – the same time; and
- (c) if the place is not specified – the same place.

24. LACK OF QUORUM AT ADJOURNED MEETING

If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, then:

- (a) if the meeting was called by a requisition of Members, the meeting is dissolved;
- (b) in all other cases, the Members present are a quorum.

25. CHAIR OF GENERAL MEETING

- (a) The chairmanship will be selected at the first Board Meeting.
- (b) The chairman will act as chair at every General Meeting.
- (c) If the chairman is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present may elect one of their number to be chair of the meeting.

26. ADJOURNMENT GENERALLY

The chair may, with the consent of any meeting at which a quorum is present (and will if so directed by the meeting), adjourn the meeting from time to time and from place to place. No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for one month or more, notice of the adjourned meeting must be given as in the case of an original meeting. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

27. PUTTING OF RESOLUTIONS

A resolution put to the vote at a General Meeting must be decided by a unanimous vote of Members present on a show of hands unless a poll is demanded. Before a vote is taken the chair must inform the meeting whether proxies have been received and how those proxies are to be cast. A poll may be demanded by:

- (a) at least two Members present and entitled to vote on the resolution; or
- (b) the chair.

The poll may be demanded before a vote is taken or before the voting results on a show of hands are declared or immediately after the voting results on a show of hands are declared.

28. RESULT ON SHOW OF HANDS

On a show of hands, a declaration by the chair is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes of the proxies received. Neither the chair nor the minutes need state the number or proportion of the votes recorded in favour or against.

29. DEMAND FOR POLL

A poll may be demanded on any resolution including the election of the chair or the adjournment of a meeting. A poll demanded on a matter other than the election of the chair or the question of adjournment must be taken when and in the manner the chair directs. A poll on the election of the chair or on the question of an adjournment must be taken immediately. A demand for a poll may be withdrawn.

30. NO CASTING VOTE

The chair of a General Meeting does not have a casting vote.

31. VOTING

Each Member will appoint a person to represent it at General Meetings. This person may also be the Member's appointed Director. At General Meetings each Member, subject to this Constitution, has one vote.

32. ENTITLEMENT TO ATTEND AND VOTE

- (a) No Member is entitled to vote at any General Meeting unless all sums presently payable by the Member in respect of membership in the Association have been paid.
- (b) Notwithstanding any other Rule, no Member shall be represented at, or take part in a General Meeting, unless all monies (set in accordance with **Rule 13**) then due and payable to the Association are paid.

33. DISALLOWANCE OF VOTE

A challenge to a right to vote at a meeting of Members:

- (a) may only be made at the meeting; and
- (b) must be determined by the chair whose decision is final.

Every vote not so disallowed is valid for all purposes.

34. PROXY VOTING

Proxy voting is not permitted at General Meetings.

35. THE BOARD

Unless otherwise determined by the Association in General Meeting the Board will comprise seven Directors who will be voted in by members at a General meeting.

36. APPOINTMENT AND TERM OF DIRECTORS

- (a) The Directors of the Association at the time of approval of this Constitution shall continue in office in accordance with and subject to this Constitution.
- (b) All Directors shall hold office for a twelve month term. All Directors shall, upon the expiration of their respective terms of office, be eligible to continue as a Director if voted into that position at a general meeting.

- (c) If there is a vacancy, or the death, removal, resignation or disqualification from office of a Director, the Board may appoint a new Director without submitting this to any member vote. Such new Director will hold office for the balance of the term of the Director who has vacated the Board.
- (d) Vacancies will be filled in accordance with this Constitution.
- (e) Directors must be either individual members of the Association or be duly appointed representatives of a member of the Association.

37. REMUNERATION OF DIRECTORS

The Directors (other than the Executive Officer) are not entitled to be paid remuneration. The Directors may be paid travelling and other expenses that they properly incur in connection with the Association's business.

38. VACATION OF OFFICE OF DIRECTOR

The office of a Director is automatically vacated if the Director:

- (a) ceases to occupy a position within a Member entity or ceases to be the nominated representative of the Member; or
- (b) becomes bankrupt; or
- (c) 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; or
- (d) resigns office by written notice to the Association at its registered office; or
- (e) becomes prohibited from being a director by virtue of any *relevant Indian Act*, or
- (f) accepts remuneration, payment or other benefits from the Association other than in accordance with this Constitution; or
- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of the interest in the manner required by this Constitution; or
- (h) is removed by resolution of the Association; or
- (i) dies.

39. MANAGEMENT OF THE ASSOCIATION

The business of the Association is to be managed by or under direction of the Board.

40. EXECUTIVE OFFICER

- (a) Should an Executive Officer be appointed by the Board, this person shall act as public officer of the Association and shall be appointed as such by the Board in accordance with the Act, but otherwise for such term, and upon such conditions as the Board thinks fit.
- (b) Should an Executive Officer be appointed by the Board, the Association shall be managed by the Executive Officer who may exercise all powers of the

Association which are not, under the Act or this Constitution required to be exercised by the Board or by the Association in General Meeting.

- (c) An Executive Officer shall administer the Association in accordance with this Constitution, the Regulations and all policy directions of the Board.
- (d) If an Executive Officer is not appointed the Board shall ensure that a public officer is appointed and maintained in accordance with the Act.

41. GENERAL POWERS OF THE BOARD

The Board may exercise all of the powers of the Association except any powers that the Act or this Constitution requires the Association to exercise in General meeting.

42. NEGOTIABLE INSTRUMENTS

Unless otherwise determined by the Board, any two Directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument. This provision is subject to the Board determining that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

43. MINUTES

The Board will cause minutes to be kept in which the Association records within one month:

- (a) proceedings and resolutions of General Meetings; and
- (b) proceedings and resolutions of Board meetings (including meetings of a committee of the Board); and
- (c) resolutions passed by Members without a meeting; and
- (d) resolutions passed by the Board without a meeting.

The Board must ensure that minutes of a meeting are signed within a reasonable time after the meeting by the chair of the meeting or the chair of the next meeting. The Board must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution was passed.

44. HOLDING OF BOARD MEETINGS

The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time call a meeting of the Board by giving seven days notice. A Board meeting may be held using one or more venues utilizing available technology. The Board may appoint any industry representatives or other persons as observers at Board meetings.

45. HOLDING OF OTHER OFFICES

A Director may NOT hold any other office or place of profit under the Association in conjunction with the office of Director.

46. DIRECTORS' INTERESTS

Subject to this Constitution a Director is disqualified from that office by holding any other office (whether voluntary or otherwise) or place of profit in the Association or in

any corporation in which the Association is a shareholder or otherwise interested or from contracting with the Association either as vendor, purchaser or otherwise. Any contract or any contract or arrangement entered into by or on behalf of the Association in which any Director is in any way interested will be voided for such reason.

47. DISCLOSURE OF INTERESTS

All interests (including any under clause 48) which may lead to a conflict of interest for Directors must be declared by Directors. The nature of the interest of such Director must be declared by the Director at the meeting of the Board at which the contract or arrangement is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest. If a Director becomes interested in a contract or arrangement after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the director becomes so interested.

48. GENERAL DISCLOSURE

A general notice that a Director is a member of any specified firm or entity and is to be regarded as interested in all transactions with that firm or entity is sufficient declaration under clause 49 as regards such Director and the said transactions. After such general notice it is not necessary for such Director to give a special notice relating to any particular transaction with that firm or entity.

49. RECORDING DISCLOSURES

Any declaration made or any general notice given by a Director under clauses 49 and 50 must be recorded in the minutes of the meeting.

50. INTERESTED DIRECTOR MAY NOT VOTE

A Director, notwithstanding the interest, may be counted in the quorum present at any meeting but can not vote in respect of any contract or arrangement in which the director is interested. If he does so vote his vote shall not be counted.

51. QUORUM

Unless the Board determines otherwise, the quorum for a Board meeting is half the Directors plus one. Where the number of Directors is an odd number the quorum must be rounded up. The quorum must be present at all times during the meeting.

52. CHAIR OF BOARD MEETINGS

Rule 25 will apply in respect to chairing Board meetings.

53. DELEGATION TO COMMITTEES

The Board may by written instrument delegate any of its powers to committees consisting of such persons as the Board thinks fit. Any such committee will conform to any Regulations (including but not only, the conduct of committee meetings, reporting obligations) that may be imposed on it by the Board in the exercise of the powers so delegated. Any such committee must exercise the powers delegated to it in accordance with the instrument of delegation and any directions of the Board. The effect of the committee exercising a power in this way is the same as if the Board exercised the power.

54. VOTES AT BOARD MEETINGS

Each Director shall have one vote at Board meetings. A resolution of the Board must be passed by a majority vote of the Directors present and entitled to vote on the resolution.

55. VALIDITY OF DIRECTORS' ACTS

All acts done by any meeting of the Board or of a committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

56. WRITTEN RESOLUTION

The Board may pass a resolution without a Board meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate documents may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when all Directors have signed.

57. MANNER OF HOLDING MEETINGS

A Board 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 the Director's consent within a reasonable period before the meeting.

58. COMMON SEAL

The Association may have a common seal. If it does then:

- (a) the common seal must comply with the Act;
- (b) the Board will provide for the safe custody of the common seal;
- (c) the seal may only be used by the authority of the Board.

59. EXECUTION UNDER COMMON SEAL

If the Association does have a common seal then it may execute a document if the seal is fixed to the document and the fixing of the seal is witnessed by two Directors.

60. EXECUTION WITHOUT COMMON SEAL

The Association may execute a document without using a common seal if the document is signed by two Directors.

61. DIRECTORS' INTERESTS

A Director may NOT sign a document to which the seal of the Association is fixed where the Director is interested in the contract or arrangement to which the document relates.

62. ACCESS TO RECORDS

Subject to any confidentiality restrictions (as reasonably determined by the Board) or reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with this Constitution, all accounts, books, securities and other relevant documents of the Association must be available for inspection by any Member upon request.

63. AUDITOR

A properly qualified auditor or auditors shall be appointed and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.

64. GIVING OF NOTICES

The Association may give notice to any Director or Member:

- (a) personally; or
- (b) by sending it by email to the address of the Director as notified to the Board or the address for the Member in the register of members or the alternative address (if any) nominated by the Director or Member; or
- (c) by sending it to the facsimile number or nominated address of the Director or the Member.

Any notice sent by post is taken to have been given seven days after it is posted. Any notice sent by facsimile or other electronic means is taken to be given on the business day after it is sent.

65. ENTITLEMENT TO NOTICES

Notice of every General Meeting will be given in any manner authorised by this Constitution to:

- (a) the Members;
- (b) the Directors; and
- (c) the auditor for the time being of the Association.

No other person is entitled to receive notices of general meetings.

66. EXTENT OF INDEMNITY

The Association will indemnify (either directly or through one or more interposed entities) any person who is or has been a Director and, if so resolved by the Board, the auditor of the Association, out of the funds of the Association against the following:

- (a) any liability to another person (other than the Association or a related body corporate) unless the liability arises out of conduct involving a lack of good faith;
- (b) any liability for costs and expenses incurred by that person in respect to Association business:

- (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
- (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the person.

67. REGULATIONS

- (a) The Board may from time to time as circumstances dictate, formulate, interpret, adopt, make, alter and amend Regulations for the proper advancement, management and administration of the Association and the advancement of the Objects as it thinks necessary or desirable. The Regulations must be consistent with this Constitution and all policy directives of the Board. The Regulations are binding on all Members.
- (b) The Board shall bring to the notice of the Members all Regulations and any formulation, interpretation, amendment, alteration and repeal of them. Such notices are binding upon all Members.
- (c) All rules and regulations of the Association in force at the date of the approval of this Constitution insofar as such rules and regulations are not inconsistent with, or have been replaced by this Constitution, shall continue in force under this Constitution.

68. WINDING UP

Subject to Rule 8, the Association may be wound up in accordance with the provisions of the Act.

69. AUTHORITY TO TRADE

The Association is authorised to trade in accordance with the Act.

70. SOURCE OF FUNDS

The funds of the Association may be derived from annual membership subscriptions, fees and levies payable by Members, donations, grants, sponsorships and such other sources as the Board determines.

71. GRIEVANCE PROCEDURE

- (a) Where a Member has a grievance with another Member or with the Association (but not being any of the grounds set out in **Rule 15**) and that Member considers the grievance warrants investigation and action by the Association, the Member shall follow the procedure set out in this **Rule 71**.
- (b) The aggrieved Member shall contact in writing, the Association's grievance officer ("**Grievance Officer**"), appointed by the Board (but not a member of the Board), and advise they have a grievance which they wish to discuss. The identity of the nominated Grievance Officer will be communicated to all Members by written notice. Where a grievance is to be submitted it should be addressed clearly to the Grievance Officer and marked "Private & Confidential".
- (c) Where a grievance has been received by the Grievance Officer he/she shall, as soon as practicable, meet with, or discuss the grievance with the aggrieved Member. The Grievance Officer may take whatever steps and conduct

whatever investigations he considers necessary to determine whether the grievance is legitimate.

- (d) Where the Grievance Officer determines the grievance is legitimate he/she may take all reasonable steps to resolve the grievance.
- (e) Where the Grievance Officer determines the grievance is not legitimate he/she shall advise the aggrieved Member accordingly. If the aggrieved Member is not satisfied with the Grievance Officer's determination they may take whatever further action they consider necessary or appropriate.
- (f) Where the Grievance Officer is unable to resolve a grievance or considers the grievance of a very serious nature they shall report the grievance to the Board for consideration and action.
- (g) All grievances received by the Grievance Officer, and all information surrounding the circumstances of a grievance which is discovered by the Grievances Officer on investigation shall be and remain confidential and may be communicated only to the Board.
- (h) In investigating a grievance and/or determining its legitimacy, the Grievance Officer shall observe and apply the procedures applicable to a proceeding under **Rule 15**, in so far as they may be applicable.

Disciplinary Procedures

1. Judiciary Panel

The Judiciary Panel shall be convened and function as follows.

The Board may convene a Judiciary Panel of such persons, on such terms and for such purpose(s) as is required. A member of each Judiciary Panel appointed shall act as Judiciary Panel Secretary and keep records of all investigations and decisions.

The jurisdiction of a Judiciary Panel shall be limited to matters referred to it by the Board in accordance with the Constitution.

Every referral to a Judiciary Panel shall be clear and unambiguous and shall clearly set out the matter(s) required to be investigated or determined by the Judiciary Panel.

Upon a referral to a Judiciary Panel the Judiciary Panel Secretary shall, as soon as practicable, appoint a time and place suitable to the Judiciary Panel for the proceedings.

A Judiciary Panel shall conduct any referral to it within such time as the Board directs, provided always that a concerned person may apply for an adjournment by application in writing to the Judiciary Panel chairperson. Such application must be received at least 5 days prior to commencement of proceedings.

A Judiciary Panel shall have power to require the attendance of any Member or Member representative at any proceedings before it. Notice shall be given in accordance with the Constitution. Where a person who is required to attend, fails to attend without reasonable excuse, the Judiciary Panel may draw such inferences from that failure to attend as it considers reasonable.

The quorum for a Judiciary Panel shall be determined by the Board.

Proceedings

The proceedings of a Judiciary Panel shall be conducted as follows.

Upon receipt of a referral the Judiciary Panel may request the party or parties concerned in the referral to appear before it. Such request shall be in writing either delivered personally or in appropriate cases by post or facsimile or email to the appropriate address or facsimile number of the party or parties concerned. The Judiciary Panel shall inquire into, or determine, the matters in question.

A notice given by post shall be deemed to have been given on the day following the day on which it was posted.

A notice given by facsimile or email shall be deemed to be given upon receipt of a confirmation report confirming the facsimile was received at the facsimile number or where the email was not confirmed undeliverable at the email address to which it was sent.

Proceedings shall take place as soon as practicable. All parties concerned shall be given at least 7 days notice of the proceedings by the Judiciary Panel. The notice shall:

be in writing;

state that the party or parties concerned, are required to appear and in what capacity;

state the nature of the proceedings and the matters or alleged offence(s) the subject of investigation or determination, the possible penalty or penalties and the date, place and time of the hearing; and

be delivered in accordance with clause 2(a) above.

Persons appearing before the Judiciary Panel shall be entitled to call witnesses but must state their case in person unless the Judiciary Panel has permitted representation through an advocate. No person appearing before the Judiciary Panel shall be entitled to legal representation as of right at the proceedings. The chairperson will consider all requests for legal representation made by a party but the decision to allow legal representation is at the sole discretion of the chairperson. The chairperson is not required to give reasons for such decision. The person appearing before the Judiciary Panel and his/her witnesses shall be given a full opportunity to be heard. In his/her absence, or in the absence of his/her witnesses, a decision may be made by default. Before making a decision in default of appearance, the Judiciary Panel must satisfy itself that the party concerned was aware of the time, date and place of hearing and had been requested to appear in accordance with this procedure.

The Judiciary Panel chairman shall announce the opening of the proceedings, stating the Judiciary Panel's authority, jurisdiction, composition and the nature and purpose(s) of the proceedings.

The procedure to be followed at proceedings shall be clearly explained by the Judiciary Panel chairman. The Judiciary Panel chairman shall state who is entitled to be present throughout proceedings during evidence and submissions.

The matter(s) the subject of proceedings shall then be read to the person(s) concerned. The body or person reporting the matter(s) the subject of the proceedings shall be given the opportunity to report the circumstances of those matter(s). The person(s) concerned will be given the opportunity to respond to this report and present evidence and submissions as to their view of the circumstances of those matter(s). Any witnesses called by either the reporting body or the person(s) concerned will be given the opportunity to give evidence or make submissions. Witnesses may be questioned on their evidence. Evidence and/or submissions may be tendered in writing.

The Judiciary Panel will consider the evidence presented. The Judiciary Panel may adjourn the hearing if necessary to do so. No other person shall be present or partake in any discussion with the Judiciary Panel at this time. If the Judiciary Panel finds an offence has not been committed or not proved it will advise the Directors and dismiss the charge accordingly.

If the Judiciary Panel finds an offence has been committed or proved it may impose, in its discretion, an appropriate penalty or penalties. It may also report its findings to the Directors with such recommendations as it considers appropriate. The Judiciary Panel chairperson will declare the proceedings closed.

If a decision cannot be given immediately after proceedings, the relevant party or parties must be advised of the time and place at which the decision will be given. The decision, any penalty and notice of the person's appeal rights shall be given in writing and signed by the Judiciary Panel chairperson.

Every decision of a Judiciary Panel under this Rule shall be conveyed in writing to the parties concerned.

Penalties

Penalties which may be imposed include:

a reprimand;

suspension, from such activities of the Association, on such terms and for such period as the Judiciary Panel thinks fit;

exclusion from a particular activity, event or events;

expulsion from the Association;

a fine, imposed in such manner and in such amount as the Judiciary Panel thinks fit;

or

such combination of any of the above penalties as the Judiciary Panel thinks fit.

During proceedings, the subject(s) of the proceedings may be suspended, on such terms and for such period as the Judiciary Panel thinks fit and shall remain under suspension unless the Judiciary Panel decides otherwise.

Effect of Penalty

Where a Member is suspended, all rights and privileges of that Member shall be forfeited, either partially or completely, during the period of suspension. In the case of complete suspension, a Member shall also forfeit all Association rights during the currency of the suspension.

Where a Member is expelled its membership of, and representation rights and privileges in, the Association shall be forfeited immediately and membership shall cease.

There is no right of appeal against a decision of a Judiciary Panel.