



# **AUSTRALIAN AXEMENS ASSOCIATION**

## **STATEMENT OF PURPOSES AND CONSTITUTION (AS AMENDED APRIL 2014)**

Approved by the Members: 14<sup>th</sup> April 2014  
Approved by Registrar:

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**ASSOCIATIONS INCORPORATION ACT 1981 (VIC) (as amended)**

**STATEMENT OF PURPOSES**

**of**

**THE AUSTRALIAN AXEMENS ASSOCIATION INCORPORATED**

**1. NAME OF ASSOCIATION**

The name of the association is The Australian Axemens Association Incorporated ("**Association**").

**2. OBJECTS OF ASSOCIATION**

The Association is the national body for the administration of the sport of Woodchopping and Sawing in Australia. The objects for which the Association is established and maintained ("Objects") are to:

- (a) conduct, encourage, promote, advance, standardise, control and administer all forms of the sport of Woodchopping and Sawing in and throughout Australia;
- (b) provide for the conduct, encouragement, promotion and administration of the sport of Woodchopping and Sawing through and by-various Member States or other organisations for the mutual and collective benefit of the Members and the sport of Woodchopping and Sawing;
- (c) act in good faith and loyalty to ensure the maintenance and enhancement of the Association and the sport of Woodchopping and Sawing, its standards, quality and reputation for the collective and mutual benefit of the Members and the sport of Woodchopping and Sawing;
- (d) at all times operate with, and promote, mutual trust and confidence between the Association and the Members in pursuit of these Objects;
- (e) at all times to act on behalf of, and in the interests of, the Members and the sport of Woodchopping and Sawing;
- (f) promote the economic and sporting success, strength and stability of the Association and each Member State and to act interdependently with each Member State in pursuit of these Objects;
- (g) affiliate and otherwise liaise with the International Axemens Association ("IAA") and any other such organisations in the pursuit of these Objects and the sport of Woodchopping and Sawing;
- (h) ensure compliance with the rules and regulations as in force from time to time of the IAA;

- (i) ensure that a high standard of the sport of Woodchopping and Sawing is maintained;
- (j) develop a sense of sportsmanship and a high degree of proficiency in competitors in the sport of Woodchopping and Sawing;
- (k) enable competitors to achieve a high level of physical and mental fitness through the teaching and practice of the sport of Woodchopping and Sawing;
- (l) apply the property and capacity of the Association towards the fulfilment and achievement of these Objects;
- (m) use and protect the Intellectual Property;
- (n) collect, distribute and publish information in connection with the sport of Woodchopping and Sawing and international and national Woodchopping and Sawing tournaments and competitions;
- (o) promote interstate, national and international tournaments, competitions and championships;
- (p) strive for governmental, commercial and public recognition of the Association and the sport of Woodchopping and Sawing;
- (q) promulgate, and secure uniformity in, such rules as may be necessary or appropriate for the management and control of the sport of Woodchopping and Sawing and related activities in Australia;
- (r) further develop the Association as an organised institution and with these purposes in view, to foster, regulate, organise and manage competitions, displays and other activities and to award national trophies as appropriate;
- (s) review and/or determine any matters relating to the sport of Woodchopping and Sawing which may arise or be referred to it by any Member State;
- (t) recognise any penalty imposed by any Member State;
- (u) through or in association with the Member States or other entities or of itself, promote the health and safety of competitors, judges, stewards and officials registered with any Member State or other recognised Woodchopping and Sawing organisation;
- (v) through or in association with the Member States or other entities or of itself, encourage competitors, judges, stewards and officials registered with any Member State or other recognised Woodchopping and Sawing organisation to realise their potential and athletic abilities by extending to them the opportunity of education, and further participation, in the sport of Woodchopping and Sawing;

- (w) conduct or commission research and development for improvements in the sport of Woodchopping and Sawing and Woodchopping and Sawing equipment generally;
- (x) pursue through itself or others such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the Objects of the Association and the sport of Woodchopping and Sawing;
- (y) act as final arbiter on all matters pertaining to the conduct of the sport of Woodchopping and Sawing in Australia, including disciplinary matters;
- (z) formulate or adopt and implement appropriate policies, including in relation to sexual harassment, equal opportunity, equity, drugs in sport, health, safety, junior and senior programs, infectious diseases and such other matters as arise from time to time as issues to be addressed in the sport of Woodchopping and Sawing;
- (aa) represent the interests of its Members and of the sport of Woodchopping and Sawing generally in any appropriate forum;
- (bb) have regard to the public interest in its operation;
- (cc) do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits which these Objects are intended to achieve;
- (dd) encourage and promote performance-enhancing drug free competition; and
- (ee) undertake and or do all things or activities which are necessary, incidental or conducive to the advancement of these purposes.

### **3. POWERS OF ASSOCIATION**

Solely for furthering the Objects set out above, and in addition to the rights, powers and privileges provided under the Act, the Association has power to:

- (a) purchase, lease, hire or otherwise acquire and hold real and personal property, rights and privileges;
- (b) control and raise money, including to borrow, invest or advance monies and to secure the payment of such by way of mortgage, charge over all or part of any of its real and personal property;
- (c) sell, lease, mortgage, charge or otherwise dispose of any property of the Association and to grant such rights and privileges of such property as it considers appropriate;
- (d) determine, raise and receive money by subscriptions, fees, levies, gate charges, government funding or otherwise;

- (e) determine regulations, policies and procedures for the governance and management of Woodchopping and Sawing;
- (f) determine, implement and enforce disciplinary procedures for its Members including imposing sanctions;
- (g) employ, determine and terminate staff and engage the services of personnel and organisations to work for and with the Association;
- (h) engage, determine, and terminate the services of personnel and organisations to advise the Association
- (i) contract, engage or otherwise make arrangements with any person or organisation to fulfil the Objects of the Association;
- (j) be a member and contribute to the administration and promotion of IAA and international Woodchopping and Sawing;
- (k) be a member, affiliate or be associated in any other way with, any organisation which has objects which are similar, in whole or in part, to the Objects of the Association;
- (l) determine its membership;
- (m) establish a Management Committee, and other committees and to delegate its powers and functions to such committees;
- (n) enforce the Regulations issued by the Association, and where desirable alter such Regulations or make new Regulations for the sport of Woodchopping and Sawing in Australia;
- (o) determine, authorise and sanction Woodchopping and Sawing contests and competitions in events in Australia, and in particular national and interstate contests;
- (p) to award, grant or otherwise honour achievement and services to Woodchopping and Sawing and the Association,
- (q) select Australian representative Woodchopping and Sawing teams as appropriate;
- (r) undertake research of and about Woodchopping and Sawing to fulfil the Objects of the Association;
- (s) establish, maintain and have an interest in corporate or other entities to carry on and conduct all or any part of the affairs of the Association and for that purpose, to utilise any of the assets of or held on behalf of the Association;
- (t) print and publish any newspapers, periodicals, books or leaflets and develop and implement any computer systems or software packages that the Association may consider desirable for the promotion of its Objects;

- (u) produce, develop, create, licence and otherwise exploit, use and protect Intellectual Property;
- (v) if requested, to act on behalf of the IAA including, if authorised, carrying out its administration and determining, authorising and sanctioning international competitions and contests;
- (w) purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, incorporated societies or organisations whose activities or objects are similar to those of the Association, or with which the Association is authorised to amalgamate or generally for any purpose designed to benefit the Association;
- (x) do any other acts or things which further the Objects of the Association, provided that the above powers shall not limit the rights and powers of the Association under the Act.

#### **4. APPLICATION OF INCOME**

**4.1** The income and property of the Association shall be applied solely towards the promotion of the Objects of the Association as set out in this Statement of Purposes.

**4.2** Except as prescribed in this Statement of Purposes:

- (a) 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 Officer; and
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member or Officer who holds any office of the Association.

**4.3** Nothing contained in clauses **4.2(a) or (b)** shall prevent payment in good faith of or to any Member or Officer for:

- (a) any services actually rendered to the Association whether as an employee or otherwise;
- (b) goods supplied to the Association in the ordinary and usual course of operation;
- (c) interest on money borrowed from any Member or Officer;
- (d) rent for premises demised or let by any Member or Officer to the Association;



- (e) any out-of-pocket expenses incurred by the Member or Officer on behalf of the Association; or
- (f) any other reason;

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. LIABILITY OF MEMBERS**

The liability of the Members of the Association is limited.

## **6. MEMBER'S CONTRIBUTIONS**

Every Member of the Association undertakes to contribute to the assets of the Association in the event of it being wound up while a Member, or within 1 year after ceasing to be a Member for payment of the debts and liabilities of the Association contracted before the time at which it ceases 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 \$1.00.

## **7. 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 of the Association but shall be given or transferred to some body or bodies having purposes similar to the purposes of the Association 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 this Statement of Purposes and which is also not carried on for profit and which is similarly exempt (or entitled to be exempt) from income tax. Such body or bodies to be determined by the Members of the Association at or before the time of dissolution, and in default thereof by such judge of the relevant Supreme Court or such other court as may have or acquire jurisdiction in the matter.

# ASSOCIATIONS INCORPORATION ACT 1981 (VIC)

## CONSTITUTION

of

### THE AUSTRALIAN AXEMENS ASSOCIATION INCORPORATED

#### PART I - INTERPRETATION

#### 1. NAME

The name of the Association is The Australian Axemens Association Incorporated ("**Association**").

#### 2. INTERPRETATION

##### 2.1 Definitions

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

"**Act**" means the Associations Incorporation Act 1981 (VIC) or any other statute under which the Association may be incorporated from time to time.

"**Affiliates**" means district associations and clubs, (whether incorporated or unincorporated), which administer the sport of Woodchopping and Sawing in their respective districts and communities, and which are members of Member States and through such membership are affiliated to the Association.

"**Committee Member**" means a member of the Management Committee and includes any person acting in that capacity from time to time.

"**Disciplinary Committee**" means a Committee of the Association of that name comprised, and having such functions, as set out in **Clause 11**.

"**Financial year**" means the year commencing 1 July and ending 30 June next..

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

"**Intellectual Property**" means all rights or goodwill subsisting in copyright, business names, names, trade marks (or signs), logos, designs, patents or service marks (whether registered or registrable) relating to the Association or any of its competition or Woodchopping and Sawing activities of or conducted, promoted or administered by the Association.

**"Life Member"** means an individual upon whom Life Membership of the Association has been conferred under **Rule 5.3**.

**"Management Committee"** means the committee elected under these Rules to manage the affairs of the Association.

**"Member"** means a Member State for time being of the Association under **Part III** of this Constitution.

**"Member State"** means an entity recognised by the Association as the official representative of, and controlling authority responsible for, the administration of the sport of Woodchopping and Sawing in its particular State, and as determined by the Association in General Meeting..

**"Officer"** means those persons elected as such..

**Register** means the Register of members referred to in Clause 8.

**"Regulations"** means any Regulations made by the Management Committee under **Clause 30** and includes the Rules and Regulations and Code of Conduct for the conduct of woodchopping and sawing contests as published by the Association and updated August 2010..

**"Rules"** means the Rules adopted by the Member States relating to the conduct of woodchopping and sawing competitions and events.

**"Seal"** means the common seal of the Association and includes any official seal of the Association.

**"Secretary"** means the secretary of the Association for the time being elected .

**"Special Resolution"** means a resolution passed:

- (a) at a General Meeting of the Association of which 21 days notice, accompanied by notice of intention to propose resolution as a special resolution, has been given to the Member in accordance with this Constitution; and
- (b) by at least three quarters of those Members who, being entitled to vote, vote in person at the meeting.

**"State"** means a State of Australia and includes a Territory of Australia.

**"State Acts"** means the Member States' legislation (by whatever name called) governing incorporated associations, including the Act.

**"State Delegates"** means the persons elected or appointed from time to time by a Member State to act for and on behalf of that Member State and represent the Member State at General Meetings.

**"Woodchopping and Sawing"** means those types of woodchopping and sawing contests as specified in the Regulations including hard-hitting, sawing, tree felling, under-hand, standing block, relay and combination.

## **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 of the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other genders;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction); 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.

## **2.3 Severance**

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 the provision or phrase can not be so read down it shall be severed to the extent of the invalidity or unenforceability. Such severance shall not affect the remaining provisions of this Constitution or affect the validity or enforceability of any provision in any other jurisdiction.

## **2.4 Expressions in Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter dealt with by a particular provision of the Act, has the same meaning as that provision of the Act.

## **PART II - MEMBER STATES**

### **3. MEMBER STATES**

#### **3.1 Recognition of Member States**

Member States shall administer the sport of Woodchopping and Sawing in their particular State in accordance with the Objects of the Association. Each Member State shall be named according to the State in which it is located, and such name must be approved by the Association at a General Meeting.

#### **3.2 Compliance of Member States**

Each Member State must:

- (a) be incorporated in its particular State;
- (b) elect or appoint 2 State Delegates annually to represent it at General Meetings in accordance with this Constitution;
- (c) provide the Association with copies of its audited accounts, annual report and other associated documents immediately following the Member State's annual general meeting;
- (d) adopt the Objects of the Association and a constitution which reflect and which are, to the extent permitted or required by the State Acts, generally in conformity with this Constitution;
- (e) apply its property and capacity solely in pursuit of the Objects of the Association, the Member State and the sport of Woodchopping and Sawing;
- (f) at all times act for the joint advantage of the Association and the Members and the sport of Woodchopping and Sawing;
- (g) do all that is reasonably necessary to enable the Objects of the Association to be achieved;
- (h) act in good faith and loyalty to ensure the maintenance and enhancement of the Association and the sport of Woodchopping and Sawing, its standards, quality and reputation for the collective and mutual benefit of the Members and the sport of Woodchopping and Sawing;
- (i) at all times operate with, and promote, mutual trust and confidence between the Association and the Members in pursuit of the Objects; and
- (j) at all times act on behalf of and in the interests of the Members and the sport of Woodchopping and Sawing.

### 3.3 Operation of Constitution

The Association and the Member States agree:

- (a) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects of the Association and the sport of Woodchopping and Sawing are to be conducted, encouraged, promoted and administered in Australia;
- (b) to act in good faith and loyalty to each other to ensure the maintenance and enhancement of the sport of Woodchopping and Sawing, its standards, quality and reputation for the collective and mutual benefit of the Members and the sport of Woodchopping and Sawing;
- (c) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of the sport of Woodchopping and Sawing, and its maintenance and enhancement;
- (d) to make full and proper disclosure to each other of all matters of importance to the Association and the sport of Woodchopping and Sawing;
- (e) not to acquire a private advantage at the expense of any of the Association or any other Member State or the sport of Woodchopping and Sawing;
- (f) to operate with mutual trust and confidence in pursuit of the Objects of the Association;
- (g) to promote the economic and sporting success, strength and stability of each other and to act interdependently with each other in pursuit of the Objects of the Association;
- (h) to act for and on behalf of the interests of the sport of Woodchopping and Sawing, the Association and the Members; and
- (i) that should a Member State have administrative, operational or financial difficulties, including but not limited to where a Member State:
  - (i) in the unanimous opinion of the Management Committee, is not then conducting its affairs in a manner consistent with one or more of the Objects of the Association; or
  - (ii) takes or has taken or has instituted against it any action or proceeding, whether voluntary or compulsory, having as its object the winding up of the Member State; or
  - (iii) enters into a composition or arrangement with its creditors, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation; or

- (iv) has a mortgagee or other creditor take possession of any of its assets;

the Association may, in its absolute discretion act to assist that Member State in whatever manner and on such conditions as the Association considers appropriate, including, but not limited to the appointment of an administrator.

#### **4. MEMBER STATE CONSTITUTIONS AND RULES**

##### **4.1 Constitution**

The constituent documents of each Member State shall clearly reflect the Objects of the Association and shall be in a form acceptable to the Management Committee, with such incidental variations as are necessary or appropriate, having regard to the State Act applicable to each Member State.

##### **4.2 Amendments to Member State Constitutions**

Each Member State shall take all steps necessary to ensure its constituent documents and rules are in a form acceptable to the Management Committee and shall ensure its documents are amended in conformity with future amendments made to this Constitution, subject to any prohibition or inconsistency in any relevant State Act.

##### **4.3 Register of Members**

Each Member State shall maintain, in a form and with such details as are acceptable to the Association, a register of all Affiliates in its State. Each Member State shall provide a copy of the register at a time and in a form acceptable to the Association, and shall provide prompt and regular updates of that register to the Association when requested by the Management Committee.

### **PART III - MEMBERSHIP**

#### **5. MEMBERS**

##### **5.1 Class of Members**

The Members of the Association shall consist of:

- (a) the Member States, which subject to this Constitution, shall be represented by their State Delegates who have the right to be present, debate and vote at General Meetings for and on behalf of the Member States.
- (b) Life Members, who subject to these Rules, may upon invitation from the Management Committee attend and speak at General Meetings, but otherwise have no right to vote at General Meetings.

## 5.2 Creation of New Classes

The Association in General Meeting has the right and power to create new classes of membership with such rights, privileges and obligations as are determined applicable (other than voting rights), even if the effect of creating a new class is to alter rights, privileges or obligations of an existing class of Members. No new class of membership may be granted voting rights.

## 5.3 Life Members

- (a) Each year the Management Committee will call for nominations from Member States for persons to be considered for life membership of the Association. The Management Committee may recommend to the Annual General Meeting that one or more persons duly nominated and who has rendered distinguished service to Woodchopping and Sawing in Australia, where such service is deemed to have assisted the advancement of Woodchopping and Sawing in Australia, have life membership conferred on them.
- (b) A resolution of the Annual General Meeting to confer life membership on the recommendation of the Management Committee must be a Special Resolution.
- (c) Upon life membership being conferred the person's details shall be entered upon the Register. A person shall become a Life Member from the time their life membership is formally announced not from the time of entry of their details on the Register.

## 6. SUBSCRIPTIONS AND FEES

- (a) Fees, including annual membership fees, payable by Members (or any class of Member) to the Association, the basis of, the time for and the manner of payment shall be determined by the Association in Annual General Meeting.
- (b) The Management Committee may recommend to the Annual General Meeting that fees be levied upon all Affiliates by the Member States, and the Member States shall collect such prescribed fees and remit them to the Association. Such fees when levied must be in the nature of a "capitation" fee.
- (c) Monies payable to the Association by the Members under this **Clause 6** shall be forwarded to the Association, for the Association's use by such dates as are prescribed by the Management Committee.



- (d) Any Member that has not paid all monies due and payable by that Member to the Association shall (subject to the Management Committee's discretion) have all rights under this Constitution immediately suspended from the expiry of the time prescribed for payment of those monies. Such rights will be suspended until such time as the monies are fully paid or otherwise in the Management Committee's discretion. In the meantime, the Member shall have no right to resign from the Association, and shall be dealt with in the Management Committee's discretion, which includes the right to expel, suspend, disqualify, fine, discipline or retain that Member as a Member, or impose such other conditions or requirements as the Management Committee considers appropriate.

## **7. MEMBERSHIP RENEWAL**

In order to remain a Member of the Association, each Member State must:

- (a) renew their membership with the Association annually;
- (b) otherwise remain a registered financial member of the Association in accordance with the procedures applicable from time to time; and
- (c) pay the annual fees prescribed by the Association from time to time (if any) to the Association.

## **8. REGISTER OF MEMBERS**

### **8.1 Secretary to Keep Register**

The Secretary shall keep and maintain a Register of Members in which shall be entered such information as is required under the Act from time to time.

### **8.2 Inspection of Register**

Having regard to confidentiality considerations, an extract of the Register, excluding the address of any Life Member, Management Committee Member or State Delegate shall be available for inspection (but not copying) by State Delegates and Management Committee members, upon reasonable request.

### **8.3 Annual Return Statement**

The annual return of the Association shall publish the place at which the Register is available for inspection.

## **9. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) This 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, resolution or policy which may be made or passed by the Association in General Meeting, the Management Committee and any duly authorised Committee;
- (c) by submitting to this Constitution and the Regulations they are subject to the jurisdiction of the Association;

- (d) the provisions of this Constitution are made in pursuit of a common object, namely the mutual and collective benefit of the Association, the Members and the sport of Woodchopping and Sawing;
- (e) the Constitution and Regulations are necessary and reasonable for promoting the objects of:
  - (i) the Association and particularly the advancement and protection of the sport of Woodchopping and Sawing; and
  - (ii) they are entitled to all benefits, advantages, privileges and services of Association membership; and
- (f) any decision or award of any kind or description made by a Member State or by an Affiliate that is not made in conformity with the provisions of this Constitution, the Regulations and the Rules will be of no effect and will not be recognised.

## **10. DISCONTINUANCE OF MEMBERSHIP**

### **10.1 Notice of Resignation**

Subject to this Constitution any Member which has paid all monies due and payable to the Association and has no other liability (contingent or otherwise) to the Association, may resign from the Association by giving 3 months' notice in writing to the Association of such intention to resign and upon the expiration of that period of notice, the Member shall cease to be a Member. Subject to **Clause 10.5** upon the expiration of any notice period applicable under **this Clause 10.1** the date on which the Member that gave notice ceased to be a Member shall be recorded in the Register.

### **10.2 Member's Failure to Comply**

Notwithstanding **Clause 11**, where a Member fails to comply with its financial and reporting obligations under this Constitution and the Regulations, the Management Committee may determine that Member to be not of good standing. On determination that a Member is not of good standing, the Management Committee may give notice to the Member of

- (a) the Management Committee's determination; and
- (b) the grounds for the Management Committee's determination;

and request that the Member show cause within one month from the date of that notice as to why some action should not be taken against the Member. The Member's failure to respond or act to the Management Committee's satisfaction (including assurances or compliance with its obligations) may result in the Management Committee suspending or terminating the Member's membership of the Association, or otherwise imposing such conditions on the Member's membership, as the Management Committee sees fit. Nothing in this clause effects the operation of **Clause 6(d)**.

### **10.3 Forfeiture of Rights**

A Member that ceases to be a Member, for whatever reason, shall forfeit all right in and claim upon the Association and its property including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately.

### **10.4 General Meeting Representation Rights**

Where a Member ceases to be a Member it shall also forfeit all representation rights at a General Meeting. A Member shall return any Association documents, records or other property in its possession, custody or control to the Association immediately upon cessation of membership.

### **10.5 Membership may be Reinstated**

Membership which has lapsed or terminated under this Constitution may be reinstated at the discretion of the Management Committee, on application in accordance with this Constitution and otherwise on such conditions as it sees fit.

### **10.6 Association Action consequent upon Member Termination**

If a Member's membership of the Association has ceased pursuant to any part of this clause 10 of this Constitution, the Association may nonetheless treat any or all of the members of that former Member as if they were members of a Member, including without limitation:

- (a) recognising such members as qualified to compete in a woodchopping or sawing competition;
- (b) assisting those members in organising their affairs, including reconstituting themselves as an association.

## **11. DISCIPLINE OF MEMBERS**

**11.1** The Management Committee may from time to time appoint a Disciplinary Committee, comprising such persons and having such role and responsibilities as the Management Committee shall determine.

### **11.2 Matters which may be Referred to Disciplinary Committee**

The following matters may be referred for investigation or determination by the Disciplinary Committee in the sole discretion of the Management Committee:

- (a) an allegation (not being vexatious, trifling or frivolous) by any person that a Member State, or State Delegate, has:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any other resolution or determination of the Association in General Meeting, Management Committee or duly authorised committee; or
  - (ii) acted in a manner that is unbecoming, or prejudicial to the Objects and interests of the Association and/or the sport of Woodchopping and Sawing; or
  - (iii) brought the Association or the sport of Woodchopping and Sawing into disrepute; or

- (b) where the Management Committee (in its sole discretion) considers the matter to be of a serious enough nature, any grievance (from any person) against a Member State or State Delegate and any appeal from any Affiliate who has received a penalty or an adverse finding in disciplinary proceedings conducted by a Member State, provided that the person making the grievance or the Affiliate has first exhausted all avenues of appeal available under the constitution of the Member State or Affiliate. Any person seeking to implement this Clause 11.2(b) is deemed to submit unreservedly to the jurisdiction, procedures, decisions, penalties and appeal mechanisms of the Association..

## **PART IV - GENERAL MEETINGS**

### **12. STATE DELEGATES**

#### **12.1 Appointment of State Delegates**

Each Member State shall appoint two State Delegates for such term as is deemed appropriate by the Member State. State Delegates must:

- (a) not be Committee Members; and
- (b) be appropriately empowered by their Member State to make decisions on behalf of that Member State at General Meetings; and
- (c) must not have any criminal conviction of any kind or description.

#### **12.2** If a State Delegate appointed pursuant to Clause 12.1 is subsequently elected or appointed as a member of the Management Committee:

- (c) that State Delegate ipso facto ceases to be a State Delegate; and
- (d) the Member State concerned must, as soon as reasonably practicable, appoint a replacement State Delegate.

#### **12.3 State Delegates as Representative**

The State Delegates shall represent their Member States at General Meetings of the Association and shall have full power to consider and vote on resolutions at General Meetings.

#### **12.4 Member State to Advise**

Each Member State must advise the Secretary of its appointed State Delegates, at least 21 days prior to any General Meeting.

### **13. GENERAL MEETINGS**

#### **13.1 Powers of the Association in General Meetings**

The Association in General Meetings shall act in accordance with the Objects of the Association and for the mutual and collective benefit of the Members and the sport of Woodchopping and Sawing throughout Australia. The Association shall have power in General Meetings to act in the best interests of the Association and will:

- (a) review policies;

- (b) review the Association's performance in achieving its pre-determined aims, objectives and policies;
- (c) be the final arbiter on matters referred to it by the Management Committee; and
- (d) review any decision of the Management Committee of the kind referred to in Clause 3.3(i)(i) and make such determination as is appropriate, whether in accordance with a recommendation of the Management Committee or otherwise.

### **13.2 Annual General Meeting to be Held**

- (a) An Annual General Meeting of the Association shall be held in accordance with the provisions of the Act and this Constitution and on a date and at a venue to be determined by the Management Committee, having regard always to cost and convenience.
- (b) All General Meetings other than the Annual General Meeting shall be Special General Meetings and shall be held in accordance with this Constitution.

## **14. NOTICE OF GENERAL MEETING**

### **14.1 Notice of General Meetings**

- (a) Notice of every General Meeting shall be given to every State Delegate and Committee Member at the address appearing in the Register kept by the Association. No other person shall be entitled as of right to receive notices of General Meetings, except the auditor(s).
- (b) At least 30 days notice of the place and day and hour of the General Meeting shall be given.
- (c) At least 21 days notice of the business to be transacted at a General Meeting shall be given, together with:
  - (i) any notice of motion received from any Member State, Committee Member or the Management Committee in accordance with this Constitution;
  - (ii) relevant accounts and reports in accordance with this Constitution and the Act; and
  - (iii) the agenda for the meeting.

## **14.2 Entitlement to Attend General Meeting**

Notwithstanding any other Clause, no Member shall be represented at, nor shall a State Delegate representing that Member take part in, a General Meeting, unless all monies then due and payable by that Member to the Association are paid.

## **15. BUSINESS**

### **15.1 Business of General Meetings**

- (a) The business to be transacted at the Annual General Meeting includes the consideration of the accounts and the reports of the Management Committee, Member States and the auditors, the appointment of auditors and (if required) the appointment of Patrons.
- (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 Clause **15.1(a)** shall be special business. "Special business" is business of which a notice of motion has been submitted in accordance with Clause **16**.

### **15.2 Business Transacted**

No business other than that stated on the notice for a meeting shall be transacted at that meeting, except with the concurrence of the chairperson of the meeting and the agreement of all but one of the State Delegates present.

## **16. NOTICES OF MOTION**

### **16.1 Notices of Motion from Member States to be Submitted**

All notices of motion from Member States for inclusion as special business at a General Meeting must be submitted in writing (in the required form, if any) to the Secretary not less than 45 days (excluding receiving date and meeting date) prior to the General Meeting.

### **16.2 Notices of Motion from the Management Committee to be Submitted**

All notices of motion from the Management Committee for inclusion as special business at a General Meeting must be submitted in writing (in the required form, if any) to the Secretary not less than 35 days (excluding receiving date and meeting date) prior to the General Meeting

## **17. SPECIAL GENERAL MEETINGS**

### **17.1 Special General Meetings May be Held**

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

### **17.2 Requisition of Special General Meetings**

- (a) The Management Committee shall on the requisition in writing of 4 Member States convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, shall be signed by the Member States making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by 1 or more of the Member States making the requisition.
- (c) If the Management Committee does not cause a Special General Meeting to be held within 1 month after the date on which the requisition is sent to the Association, the Member States making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after that date.
- (d) A Special General Meeting convened by Member States under this Clause 17.2 shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Management Committee.
- (e) For the purpose of this Clause 17.2, a document signed by the State Delegates from, or the President of, a Member State, is deemed to satisfy the requirements of paragraphs (a) and (b).

## **18. PROCEEDINGS AT GENERAL MEETINGS**

### **18.1 Quorum**

- (a) No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Association shall be 4 Member States.
- (b) For the purpose of paragraph (a), the presence of 1 State Delegate is sufficient for that Member State to be regarded as present.

### **18.2 President to Preside**

The President shall, subject to this Constitution, preside at every General Meeting of the Association. If the President is not present, or is unwilling or unable to preside, the Vice President shall, preside as chairperson for that meeting only. If the Vice President is not present, or is unwilling or unable to preside the Members shall choose one of the remaining Committee Members who shall, preside as chairperson for that meeting only.

### **18.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the General Meeting a quorum is not present the meeting shall be adjourned to such other day and at such other time and place as the chairperson may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting will lapse.
- (b) The 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.
- (c) When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided in Clause 18.3(c) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

### **18.4 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 4 persons entitled to vote.

### **18.5 Recording of Determinations**

Unless a poll is demanded under **Rule 18.4**, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

### **18.6 Where Poll Demanded**

If a poll is duly demanded under **Rule 18.4** 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.



## **18.7 Resolutions not in Meeting**

- (a) Except:
  - (i) where prohibited by the Act;
  - (ii) in the case of an Annual General Meeting; or
  - (iii) where a Special Resolution is required under these Rules or under the Act;

a resolution in writing signed or assented to by facsimile or other form of visible or other electronic communication by all the persons entitled to vote shall be as valid and effectual as if it had been passed at a meeting of persons entitled to vote duly convened and held. Any such resolution may consist of several documents in like form each signed by 1 or more of the persons entitled to vote.

- (b) Without limiting the power of the Association to hold Special General Meetings in accordance with this Constitution and otherwise as they see fit, a General Meeting may be held where one or more of the State Delegates and others entitled to vote are 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 communication;
  - (ii) notice of the meeting is given to all persons entitled to notice in accordance with this Constitution;
  - (iii) in the event that a failure in communications prevents condition (i) from being satisfied by a quorum then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated; and
  - (iv) no meeting shall be invalidated merely because no State Delegate or other person entitled to vote is physically present at the place for the meeting specified in the notice of meeting.

## **19. VOTING AT GENERAL MEETINGS**

### **19.1 Entitlement to Vote**

Each State Delegate shall, subject to this Constitution, have 1 vote at General Meetings. If so instructed by the Member State, State Delegates shall represent and vote in accordance with the views of their respective Member States. Subject to Clause 20, and the following paragraph of this Clause 19.1, no other person shall be entitled to vote, but shall subject to this Constitution have, and be entitled to be present at and speak at General Meetings.

Despite the preceding paragraph, the Officers of the Association, if present at the General Meeting, shall be entitled to speak and vote thereat. In so doing, the Officers must exercise this right for the benefit of the Association as a whole and not for the benefit of any particular Member State or other organisation with which they or any of them may be associated.

## **19.2 Where voting equal**

If voting is equal the President (or if the President is not present, the chairperson of the meeting) shall have a casting vote

## **20. PROXY AND POSTAL VOTING**

### **20.1 Proxy Voting Permitted**

- (a) Each State Delegate shall be entitled to appoint another person, being a member of the Member State represented by the State Delegate, as their proxy for voting at General Meetings by notice given to the Secretary no later than 48 hours before the time specified for the commencement of the meeting in respect of which the proxy is appointed.
- (b) The notice appointing the proxy shall be in the form set out in Appendix 1.

### **20.2 Postal Ballot**

Should an issue arise between General Meetings which requires a decision by Member States the Management Committee may call a postal vote in such manner as is considered necessary and expedient.

## **PART V - THE MANAGEMENT COMMITTEE**

## **21. EXISTING COMMITTEE MEMBERS AND INITIAL MANAGEMENT COMMITTEE**

(not used)

## **22. POWERS OF THE MANAGEMENT COMMITTEE**

Subject to the Act and this Constitution the business of the Association shall be managed, and the powers of the Association shall be exercised, by the Management Committee. In particular, the Management Committee as the national authority for the sport of Woodchopping and Sawing in Australia shall be responsible for acting on all national issues in accordance with the objects of the Association and shall operate for the collective and mutual benefit of the Association, the Members, the sport of Woodchopping and Sawing throughout Australia and shall:

- (a) govern the sport of Woodchopping and Sawing in Australia in accordance with the Objects of the Association;
- (b) implement major strategic directions;
- (c) implement policies in accordance with the directions of the General Meeting; and
- (d) manage international responsibilities.

## **23. COMPOSITION OF THE MANAGEMENT COMMITTEE**

### **23.1 Composition of Management Committee**

The Management Committee shall comprise of the following:

- (a) the Officers elected by the Annual General Meeting under **Clause 23.2** and

- (b) up to two other persons appointed by the Management Committee in its discretion from time to time,

(collectively- called "Committee Members").

## **23.2 Officers**

The Officers of the Association shall be:

- (a) the President;
- (b) the Vice- President;
- (c) the Junior Vice President, and
- (d) the Secretary;

who shall all be elected by the Member States at an Annual General Meeting following nomination under **Clause 23.3**. Officers may not be State Delegates during the period in which they hold office, and at all times during their term of office must act in the interests of the Association and be independent of any Member State.

## **23.3 Election of Management Committee**

Nominations for the Officers shall be made by a Member State and shall be received by the Secretary by no later than 35 days before the date set for the Annual General Meeting.

## **23.4 Term of Office**

Subject to **Clause 21**, each Committee Member shall hold office for one year but is eligible for re-election as an Officer, or re-appointment as a Committee Member.

## **24. VACANCIES OF COMMITTEE MEMBERS**

### **24.1 Grounds for Termination of Committee Member**

In addition to the circumstances (if any) in which the office of a Committee Member becomes vacant by virtue of the Act, the office of a Committee Member becomes vacant if the Committee Member:

- (a) dies;
- (b) becomes bankrupt or makes any arrangement or composition with his 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 his/her office in writing to the Association;
- (e) is absent without the consent of the Management Committee from meetings of the Management Committee held during a period of 6 months;
- (f) without the prior consent or later ratification of the Members in General Meeting, holds any office of profit under the Association;

- (g) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (h) is removed from office by Special Resolution; or
- (i) would otherwise be prohibited from being a director of a corporation under the *Corporations Law*.

#### **24.2 Removal of a Committee Member**

If a notice of motion is received in accordance with this Constitution and in the opinion of the Management Committee, the notice of motion is not vexatious, trifling or frivolous, that a Committee Member:

- (a) has acted in a manner unbecoming or prejudicial to the objects and interests of the Association and/or the sport of Woodchopping and Sawing;
- (b) has brought the Association, any Member State or the sport of Woodchopping and Sawing into disrepute; or
- (c) is otherwise unsuitable or unable to carry on his office;

and should be removed from office, the Management Committee shall direct the Secretary to;

- (d) call a General Meeting at such time and place as is determined appropriate;
- (e) give at least 14 days notice to the relevant Committee Member of the meeting, together with a copy of the notice of motion, and inviting the Committee Member to appear at the meeting and/or make submissions no less than 7 days prior to the meeting; and

at the General Meeting called for this purpose, the Meeting shall:

- (f) give the Committee Member an opportunity to be heard, and/or ensure there is sufficient time devoted to reviewing any submissions made by the Committee Member; and
- (g) vote on the proposed removal, having first taken into account the submissions and representations of the Committee Member. The Committee Member shall be entitled to remain in office if such resolution fails. The decision of the General Meeting shall be final.

#### **24.3 Casual Vacancies**

Any casual vacancy occurring in the office of Committee Member may be filled on the vote of the remaining Committee Members as determined by the Management Committee. Any such vacancy may only filled for the remainder of the vacated Committee Member's term of office under this Constitution.

#### **24.4 Remaining Committee Members May Act**

In the event of a casual vacancy or vacancies in the office of a Committee Member, the remaining Committee Members may act but, if the number of remaining Committee Members is not sufficient to constitute a quorum at Management Committee meeting, they may act only for the purpose of increasing the number of Committee Members to a number sufficient to constitute such a quorum.

## **25. MEETINGS OF THE MANAGEMENT COMMITTEE**

### **25.1 Management Committee to Meet**

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

### **25.2 Decisions of Management Committee**

Subject to this Constitution, questions arising at any meeting of the Management Committee shall be decided by a majority of votes and a determination of a majority of Committee Members present and entitled to vote shall for all purposes be deemed a determination of the Management Committee. All Committee Members including the Secretary shall have 1 vote on any question. The President shall also have a casting vote where voting is equal.

### **25.3 Resolutions not in Meeting**

- (a) A resolution in writing, signed or assented to by facsimile or other form of visible or other electronic communication by all the Committee Members shall be as valid and effectual as if it had been passed at a meeting of Committee Members duly convened and held. Any such resolution may consist of several documents in like form each signed by 1 or more of the Committee Members.
- (b) Without limiting the power of the Management Committee to regulate their meetings as they think fit, a meeting of the Management Committee may be held where 1 or more of the Committee Members 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 communication;
  - (ii) notice of the meeting is given to all the Committee Members entitled to notice in accordance with the usual procedures agreed upon or laid down from time to time by the Management Committee;
  - (iii) in the event of a failure in communications prevents condition (i) from being satisfied by a quorum of Committee Members then the meeting shall be suspended until condition (i) is satisfied again. If such condition is not satisfied within 15 minutes from the interruption the meeting shall be deemed to have terminated; and

- (iv) no meeting shall be invalidated merely because no Committee Member is physically present at the place for the meeting specified in the notice of meeting.

#### **25.4 Quorum**

At meetings of the Management Committee the number of Committee Members whose presence (or participation under **Clause 25.3**) is required to constitute a quorum is three.

#### **25.5 Notice of Management Committee Meetings**

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

#### **25.6 Validity of Management Committee Decisions**

A procedural defect in decisions taken by the Management Committee shall not result in such decision being invalidated.

### **26. CONFLICTS**

#### **26.1 Conflict of Interest**

A Committee Member shall declare his/her interest in any:

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

in which a conflict of interest arises or may arise, and shall, unless otherwise determined by the Management Committee, absent him/herself 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 Committee Member to absent him/herself from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Committee, or if this is not possible, the matter shall be adjourned or deferred.

## **26.2 No Conflict of Interest**

For the purposes of this Clause 26, no conflict arises for a Committee Member in the event of discussions on the issue of fees, subscriptions or similar matters which impact on the Member State with which the Committee Member is associated.

## **27. SECRETARY**

### **27.1 Role of the Secretary**

The Secretary shall act as and carry out the duties of secretary (and unless prohibited by law), public officer of the Association and shall administer and manage the Association in accordance with this Constitution.

### **27.2 Specific Duties**

The Secretary shall:

- (a) as far as practicable attend all Management Committee meetings and General Meetings;
- (b) prepare the notice of, and agenda for, all Management Committee meetings and all General Meetings;
- (c) record and prepare minutes of the proceedings of all meetings of the Management Committee and General Meetings; and
- (d) regularly report to the Management Committee (and if required, to General Meetings) on the activities of, and issues relating to, the Association.

### **27.3 Broad Power to Manage**

Subject to the Act, this Constitution, the Regulations and any directive of the Management Committee, the Secretary has power to perform all such things as appear necessary or desirable for the proper management and administration of the Association. No resolution passed in a General Meeting shall invalidate any prior act of the Secretary or the Management Committee which would have been valid if that resolution had not been passed.

## **PART VI - MISCELLANEOUS**

## **28. DISPUTES AND GRIEVANCE PROCEDURES**

- 28.1** Where a Member (which, for the purpose of this Clause 28, includes a person who is a member of an Affiliate) has a grievance with another Member or with the Association, including the Management Committee or any Committee Member, (excluding any of the grounds set out in Clause 11) and that Member considers the grievance warrants investigation and action by the Association that Member shall follow the following procedure.

(a) **Grievances Officer**

The Member shall contact, either by telephone or in writing, the Association Grievances Officer, appointed by the Management Committee (but not being a member of the Management Committee), and advise they have a grievance which they wish to discuss. The identity of the nominated Grievances Officer will be communicated to all Members of the Association by written notice. Where a grievance is to be submitted in writing it should be addressed clearly to the Grievances Officer and marked "Private & Confidential".

(b) **Action by Grievances Officer**

- (i) Where a grievance has been received by the Grievances Officer s/he shall, as soon as practicable, meet with, or discuss the grievance with the aggrieved Member. The Grievances Officer may take whatever steps and conduct whatever investigations necessary to determine whether the grievance is legitimate.
- (ii) Where the Grievances Officer determines the grievance is legitimate s/he shall take all reasonable steps to resolve the grievance.
- (iii) Where the Grievances Officer determines the grievance is not legitimate s/he shall advise the aggrieved Member accordingly. If the aggrieved Member is not satisfied with the Grievances Officer's determination they may take whatever further action they consider necessary or appropriate including requesting the commencement of judiciary action under this Constitution.
- (iv) Where the Grievances Officer is unable to resolve a grievance or considers the grievance of a very serious nature they shall report the grievance to the Secretary and/or the Committee for action.
- (v) All grievances received by the Grievances Officer, and all information surrounding the circumstances of a grievance which is discovered by the Grievances Officer on investigation shall be confidential and may be communicated only to the Secretary and/or the Committee.

(c) **Procedures by Grievances Officer**

In investigating a grievance and/or determining its legitimacy, the Grievances Officer shall observe and apply the procedures applicable to a proceeding before the Disciplinary Committee under **Clause 11** of tis Constitution in so far as they are applicable.



## **29. DELEGATIONS**

### **29.1 Management Committee may Delegate Functions**

The Management Committee may by doing so in writing, create or establish or appoint from among its own members, the Members or otherwise, committees, tribunals, individual officials or consultants to carry out such duties and functions, and with such powers, as the Management Committee determines.

### **29.2 Delegation In Writing**

The Management Committee may in the establishing written document delegate such functions as are specified in the delegation, other than:

- (a) this power of delegation; and
- (b) a function imposed on the Management Committee or the Secretary by the Act or any other law, or this Constitution or by resolution of a General Meeting.

### **29.3 Delegated Function Exercised in Accordance With Terms**

A function, the exercise of which has been delegated under this Clause 29, may whilst the delegation remains unrevoked, be exercised from time to time in accordance with the terms of the delegation.

### **29.4 Effect of Delegation**

Any person or committee to which the Management Committee has delegated a duty or function under this Clause 29 may make such arrangements for the conduct of that person's or committee's duties or functions as the person or committee concerned considers appropriate.

### **29.5 Delegation may be Conditional**

A delegation under this Clause 29 may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

### **29.6 Revocation of Delegation**

The Management Committee may by resolution, revoke wholly or in part any delegation made under this Clause 29, and may amend, repeal or veto any decision made by such body or person but only where such decision is contrary to this Constitution the Regulations, the Act, the Objects of the Association or the Management Committee's delegation.

## **30. REGULATIONS**

### **30.1 Management Committee to Formulate Regulations**

The Management Committee may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such Regulations for the proper advancement, management and administration of the Association, the advancement of the Objects of the Association and the sport of Woodchopping and Sawing as it thinks necessary or desirable. Such Regulations must be consistent with this Constitution and any policy directives of a General Meeting.

### **30.2 Regulations Binding**

All Regulations made under this Rule shall be binding on the Association, Member States, Affiliates and the members thereof. .

### **30.3 Members' Rules and Regulations**

A Member may make rules and regulations relating to the conduct of woodchopping and sawing competitions, exhibitions, demonstrations and the like, provided that any such rules or regulations are wholly consistent with the Regulations. To the extent that any such rule or regulation made by a Member is inconsistent with the Regulations, it shall not be recognised by the Association and shall be of no force or effect for any purpose whatsoever.

### **30.4 Notices Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Member States by means of notices approved by the Management Committee and prepared and issued by the Secretary. Member States shall be obliged to draw such notices to the attention of their respective Affiliates and their members. A notice given pursuant to this Clause 30.4 is binding upon all Member States, Affiliates and members thereof.

## **31. RECORDS AND ACCOUNTS**

### **31.1 Secretary to Keep Records**

The Secretary shall establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of the Association in General Meeting and the Management Committee and shall produce these as appropriate at each Management Committee meeting or General Meeting.

### **31.2 Records Kept in Accordance with Act**

Proper accounting and other records shall be kept in accordance with the Act, generally accepted accounting principles and/or any applicable code of conduct. The books of account shall be kept in the care and control of the Secretary.

### **31.3 Association to Retain Records**

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

### **31.4 Management Committee to Submit Accounts**

The Management Committee shall submit to the Annual General Meeting the accounts of the Association in accordance with this Constitution and the Act.

### **31.5 Accounts Conclusive**

The accounts when approved or adopted by an Annual General Meeting shall be conclusive except as regards any error discovered in them within 3 months after such approval or adoption.

### **31.6 Accounts to be Sent to Members**

The Secretary shall cause to be sent to all persons entitled to receive notice of Annual General Meetings of the Association in accordance with this Constitution, a copy of the accounts, the Management Committee's report, the auditor's report and every other document required under the Act (if any).

### **31.7 Inspection of Accounts**

Subject to any 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 inspection (but not copying) by the Members.

### **31.8 Negotiable Instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any 2 authorised Committee Members or in such other manner and by such persons the Committee Members determine.

## **32. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed and the remuneration of such auditor or auditors fixed by the Management Committee. The auditor's duties shall be regulated in accordance with the Act, or if no relevant provisions exist under the Act, in accordance with generally accepted principles, or any applicable code of conduct.
- (b) The accounts of the Association including the profit and loss accounts and balance sheet shall be examined by the auditor or auditors at least once in every year.

### **33. NOTICE**

#### **33.1 Manner of Notice**

- (a) Notices may be given by the Secretary to any Member by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the Member's registered address or facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected 2 days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice shall be deemed to be effected upon receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice shall be deemed to be effected at the time of sending, unless within 1 hour of sending the Secretary has received an electronic message to the effect that delivery of the email has not been effected.

#### **33.2 Notice of General Meeting**

Notice of every General Meeting shall be given in the manner authorised and to the persons entitled to receive notice under this Constitution.

#### **33.3 Notice to Affiliates**

Notice to Affiliates (where appropriate or required) shall be deemed given by notice being given in accordance with this Constitution to the Member State of that Affiliate.

### **34. SEAL**

#### **34.1 Safe Custody of Seal**

The Secretary shall provide for safe custody of the Seal.

#### **34.2 Affixing Seal**

The Seal shall only be used by authority of the Management Committee and every document to which the seal is affixed shall be signed by 2 Committee Members.

### **35. PATRON**

The Association at its Annual General Meeting may, in its sole discretion, appoint on the recommendation of the Management Committee a Patron. A Patron, if appointed, shall be invited to and may attend every General Meeting but shall have no right to vote.

## **36. ALTERATION OF STATEMENT OF PURPOSES AND RULES**

- (a) This Constitution(including the Statement of Purposes) shall not be altered except by Special Resolution.
- (b) In addition, there shall be no alteration or amendment to **Clauses 38 or 39** without the consent of the relevant Minister or other authority under the Act (where required).

## **37. INDEMNITY**

### **37.1 Committee Members to be Indemnified**

Every Committee Member, Officer, auditor, employee or agent of the Association shall be indemnified out of the property or assets of the Association against any liability incurred by him in his capacity as Committee Member, Officer, auditor,, employee or agent in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which s/he is acquitted or in connection with any application in relation to any such proceedings in which relief is, under the Act, granted to him by the Court.

### **37.2 Association to Indemnify Committee Members**

The Association shall indemnify its Committee Members, managers and employees against all damages and costs (including legal costs) for which any such Committee Member, manager or employee may be or become liable to any third party in consequence of any act or omission except wilful misconduct:

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

## **38. DISSOLUTION**

- (a) The Association may be wound up in accordance with the provisions of the Act.
- (b) The provisions of **clauses 6 and 7** of the Statement of Purposes relating to the winding up and dissolution of the Association shall take effect and be observed as if the same were here repeated.

### **39. AUTHORITY TO TRADE**

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

### **40. COMPLIANCE WITH REQUIREMENTS OF AUSTRALIAN SPORTS COMMISSION**

Attached as Schedules 1 to 8 are the following documents:

Schedule 1: National Member Protection Policy Version 1.02 June 2012

Schedule 2: Australian Team Selection Policy

Schedule 3: Privacy Policy

Schedule 4: Anti-Doping Policy

Schedule 5: Code of Conduct Policy

Schedule 6: Conflict of interest Policy

Schedule 7: Mission Statement

Schedule 8: Strategic Plan,

compliance with all of which (as amended and supplemented from time to time) is a requirement for the sport of woodchopping and sawing to continue to be officially recognised as a sport by the Australian Sports Commission. All Member States, Affiliates and their members are by this Constitution bound to support, uphold and adhere to the provisions thereof.

**APPENDIX 1**

**PROXY FORM**

I, (name of individual State Delegate), of

(name of State Association, where applicable), being a State Delegate for (name of State Member) the Australian Axemens Association , hereby appoint

(name of proxy) of

(name of individual to act as proxy, where applicable) or, in their absence,

(name of proxy) of

(name of individual to act as proxy, where applicable) as my proxy to vote for the (name of Member State) on its behalf at the "annual general \* general meeting of the Australian Axemens Association to be held on the day of adjournment of that meeting

This form is to be used \*against/\*in favour of the resolution.

Signed this     day of 19

(Signature of State Delegate)

\*Strike out whichever is not desired,