

NEW SOUTH WALES ASSOCIATIONS  
INCORPORATION ACT, 2009

# CONSTITUTION



**[INSERT TOWN OR SUBURB]** RSL YOUTH CLUB  
INCORPORATED

**November 2013**



## TABLE OF CONTENTS

1. NAME OF CLUB .....	3
2. DEFINITIONS AND INTERPRETATION.....	3
3. OBJECTS OF THE CLUB .....	5
4. POWERS OF THE CLUB.....	6
5. MEMBERS .....	6
6. MEMBERSHIP APPLICATION .....	7
7. REGISTER OF MEMBERS.....	8
8. EFFECT OF MEMBERSHIP .....	8
9. DISCONTINUANCE OF MEMBERSHIP.....	9
10. DISCRIMINATION.....	10
11. DISPUTE RESOLUTION.....	10
12. DISCIPLINE.....	10
13. SUBSCRIPTIONS AND FEES .....	11
14. EXISTING MANAGEMENT COMMITTEE .....	11
15. POWERS OF THE MANAGEMENT COMMITTEE .....	11
17. COMPOSITION OF THE MANAGEMENT COMMITTEE.....	11
18. ELECTED MANAGEMENT COMMITTEE .....	12
19. APPOINTED MANAGEMENT COMMITTEE MEMBERS .....	13
20. VACANCIES ON THE MANAGEMENT COMMITTEE .....	14
21. MEETINGS OF THE MANAGEMENT COMMITTEE.....	15
22. APPOINTMENT OF TRUSTEES .....	17
23. DELEGATIONS .....	17
24. SEAL .....	18
25. ANNUAL GENERAL MEETING .....	18
26. SPECIAL GENERAL MEETINGS .....	18
27. NOTICE OF GENERAL MEETING .....	18
28. BUSINESS.....	19
29. NOTICES OF MOTION .....	19

<b>30. PROCEEDINGS AT GENERAL MEETINGS .....</b>	<b>19</b>
<b>31. VOTING AT GENERAL MEETINGS.....</b>	<b>20</b>
<b>32. GRIEVANCE PROCEDURE.....</b>	<b>21</b>
<b>33. RECORDS AND ACCOUNTS.....</b>	<b>21</b>
<b>34. AUDITOR.....</b>	<b>22</b>
<b>35. INCOME .....</b>	<b>22</b>
<b>36. WINDING UP .....</b>	<b>22</b>
<b>37. DISTRIBUTION OF PROPERTY ON WINDING UP .....</b>	<b>23</b>
<b>38. ALTERATION OF CONSTITUTION .....</b>	<b>23</b>
<b>39. REGULATIONS.....</b>	<b>23</b>
<b>40. STATUS AND COMPLIANCE OF CLUB.....</b>	<b>23</b>
<b>41. NOTICE .....</b>	<b>24</b>
<b>42. INDEMNITY .....</b>	<b>24</b>
<b>SCHEDULE 1 - NATIONAL SPORTS ORGANISATIONS.....</b>	<b>26</b>

# ASSOCIATIONS INCORPORATION ACT 2009 (NSW)

## CONSTITUTION

### **[INSERT TOWN OR SUBURB NAME] RSL YOUTH CLUB INCORPORATED**

#### 1. NAME OF CLUB

The name of the Club is **[insert Town or Suburb Name]** RSL Youth Club Incorporated (**Club**).

#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1 Definitions

In this Constitution unless the contrary intention appears:

**'Act'** means the Associations Incorporation Act 2009 (NSW).

**'Associate Member'** means a registered Member of the Club who is older than 25 years of age, whose application for Associate Membership has been approved by the Management Committee pursuant to **clause 5.5**.

**'Association'** means the Club which is incorporated pursuant to this Constitution.

**'By-Law'** means a By-Law issued by RSL NSW, as amended, from time to time.

**'Chief Instructor'** means the person appointed from time to time by the sub-Branch to fulfil the role of personally supervising and controlling the activities of the members of the Club, all of whom shall be in his charge.

**'Club Superintendent'** means the person appointed from time to time by the sub-Branch to fulfil the role of personally supervising and controlling the activities of the members of the Club, all of whom shall be in his charge.

**'Constitution'** means this Constitution of the Association.

**'Dispute Resolution Regulation'** means the RSL NSW Dispute Resolution Regulation issued pursuant to the RSL NSW Constitution and the RSL NSW By-Laws.

**'Financial Year'** means the 12 months commencing 1 January and ending 31 December each year.

**'General Meeting'** means the annual or any special general meeting of the Club.

**'Individual Member'** means a registered, financial Member of the Club who is between the ages of 16 and 25 years old.

**'Intellectual Property'** means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks.

**'Junior Member'** means a registered Member of the Club who is younger than 16 years of age.

**'Life Member'** means an Individual appointed as a Life Member of the Club under **clause 5.2**.

**'Local Area'** means the geographical area for which the Club is responsible as recognised by the regional and/or state organisations of which the Club is a Member in respect of each Sport.

**‘Management Committee’** means the body managing the Club, elected pursuant to **clause 18**, established to manage the operations of the Club.

**‘Management Committee Member’** means a Member of the Management Committee and includes any person acting in that capacity from time to time appointed in accordance with this Constitution.

**‘Member’** means a registered Member of the Club.

**‘NSO’** means the National Sporting Organisation, if any, set out in Schedule 1 that governs a Sport that is participated in by the Club.

**‘Objects’** means the Objects of the Club in **clause 3**.

**‘Public Officer’** means the person appointed to be the public officer of the Association in accordance with the Act.

**‘Register’** means a register of Members kept and maintained in accordance with **clause 7**.

**‘RSO’** means the Regional Sporting Organisation, if any, that governs the Sport in the Local Area and is affiliated with the relevant SSO.

**‘RSL NSW’** means The Returned and Services League of Australia (New South Wales Branch).

**‘RSL NSW Youth Council’** means the authorised body elected by RSL NSW State Council to administer and control the RSL Youth Movement throughout NSW.

**‘Special Resolution’** means a Special Resolution defined in the Act.

**‘Sport’** means a sport or cultural activity that is participated in by the Club and **‘Sports’** has a corresponding meaning.

**‘SSO’** means the State Sport Organisation, if any, that governs the Sport in the Local Area and is affiliated with the relevant NSO.

**‘Sub-Branch’** means the sub-branch of RSL NSW of which the Club is a subsidiary.

**‘Trustee’** means a Trustee from time to time of

- (i) RSL NSW;
- (ii) the sub-Branch; and
- (iii) a trustee of any real or personal property of the Club.

## **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, the phrase or provision is to be read down if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Constitution.

### **2.4 The Act**

Except where the contrary intention appears, in this Constitution, an expression that deals with a matter under the Act has the same meaning as that provision of the Act. Model rules under the Act are expressly displaced by this Constitution.

## **3. OBJECTS OF THE CLUB**

The Club is established solely for the Objects. The Objects of the Club are established to promote the aims and objects of RSL NSW, and in so doing:

- (a) afford youth of local area the opportunity of participating in clean healthy recreation;
- (b) instruct youth in the principles of good citizenship;
- (c) inculcate an appreciation in youth of need for observance of laws of State and Commonwealth;
- (d) encourage music, literature, art and physical education among youth, particularly those who by reason of circumstances might otherwise be unable to enjoy such benefits;
- (e) awaken citizens to their responsibility toward adolescents;
- (f) be non-sectarian and non-political;
- (g) associate with and assist similar bodies and carry out such plans and undertakings as may be conducive to foregoing objects;
- (h) conduct, encourage, promote, advance and administer Sports throughout the local area;
- (i) act, at all times, on behalf of and in the interest of the Members and Sports in the local area
- (j) affiliate and otherwise liaise with the RSO, SSO and/or NSO of which the Club is a Member in respect of a Sport and adopt their rule and policy frameworks to further these Objects

- (k) abide by, promulgate, enforce and secure uniformity in the application of the rules of Sports as may be determined from time to time by the NSO, SSO and RSO, or if and as may be necessary, for the management and control of Sports and related activities in the Local Area;
- (l) advance the operations and activities of the Club throughout the local area;
- (m) have regard to the public interest in its operations; and
- (n) undertake and or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objects.

#### **4. POWERS OF THE CLUB**

- (a) Solely for furthering the Objects, the Club has, in addition to the rights, powers and privileges conferred on it under section 25 of the Act, the legal capacity and powers of a company as set out under section 124 of the *Corporations Act 2001 (Cth)*.
- (b) To the maximum extent permissible by law, the powers conferred by section 25 of the Act and **clause 4(a)** may only be exercised:
  - (i) if authorised by and in accordance with the RSL NSW Constitution; and
  - (ii) subject to any lawful directions given from time to time by RSL NSW and RSL NSW Youth Council.
- (c) The use by the Club of any Intellectual Property of RSL NSW is subject to the prior written consent of RSL NSW, who may withhold, withdraw or impose conditions upon its use at any time.

#### **5. MEMBERS**

##### **5.1 Members**

The Members of the Club shall consist of:

- (a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (b) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;
- (c) Junior Members, who subject to this Constitution, shall have no right to receive notice of General Meetings and no right to be present or debate or vote at General Meetings; and
- (d) Associate Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings.

##### **5.2 Life Members**

- (a) The Manage Committee may recommend to the annual general meeting that any natural person who has continuous membership for a period of 15 years or more and has rendered 10 years honorary service of an outstanding nature to the Club may be appointed as a Life Member.
- (b) The resolution of the annual general meeting to confer life membership and the recommendation of the sub-Branch must be forwarded to the RSL Youth Council.



- (c) Upon submission of recommendation and citation specifying serves rendered and after due investigation, the submission will be determined by an RSL Youth Council resolution as to whether the award shall be made or not.
- (d) A person must accept or reject the Club's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

### **5.3 Individual Members**

- (a) A person who is:
  - (i) between the ages of 16 and 18 and has the written consent of the Member's parent or legal guardian, or
  - (ii) between the ages of 18 and 25,may apply to be and be admitted as an Individual Member of the Club.
- (b) On the 26<sup>th</sup> birthday of an Individual Member, their membership of the Club shall cease, unless converted into an Associate Membership pursuant to **clause 5.5**.

### **5.4 Junior Members**

A person who is under the age of 16 and has the written consent of the Member's parent or legal guardian, may apply to be and be admitted as a Junior Member of the Club.

### **5.5 Associate Members**

A person who is over the age of 25 may apply to become an Associate Member of the Club. The application must be approved by the Management Committee of the Club which may, in its absolute discretion, accept or reject the application and whose determination is final. At any time the Management Committee may revoke an Associate Membership.

## **6. MEMBERSHIP APPLICATION**

### **6.1 Application for Membership**

An application for membership must be:

- (a) in writing on the form prescribed from time to time by the Management Committee (if any), from the applicant or its nominated representative and lodged with the Club;
- (b) be accompanied by a Working With Children Check, if applicable under **clause 6.2**; and
- (c) accompanied by the appropriate fee (if any).

### **6.2 Working with children**

- (a) Each Member over the age of 18 must obtain a 'Working With Children Check' issued by NSW Commission for Children and Young People.
- (b) A Junior Member or Individual Member who became a member of the Club before turning 18 years old must, upon written request by the Management Committee or its delegate, provide a Working With Children Check upon turning 18 years old.
- (c) The Management Committee may, by written notice to a Member or applicant for membership, waive this requirement.

### **6.3 Discretion to Accept or Reject Application**

- (a) The Club may accept or reject an application whether the applicant has complied with the requirements in **clause 6.1** or not. The Club shall not be required or compelled to provide any reason for such acceptance or rejection.
- (b) Where the Club accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Club. The Register shall be amended accordingly as soon as practicable.
- (c) Where the Club rejects an application, it shall refund any fees forwarded with the application and the application shall be deemed rejected by the Club.

### **6.4 Renewal**

Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Club in Regulations from time to time.

### **6.5 Deemed Membership**

- (a) All persons who are, prior to the approval of this Constitution under the Act, Members of the Club shall be deemed Members from the time of approval of this Constitution under the Act.

## **7. REGISTER OF MEMBERS**

### **7.1 Club to Keep Register**

The Club shall keep and maintain a Register in which shall be entered (as a minimum):

- (a) the full name, address and date of entry of each Member; and
- (b) where applicable, the date of termination of membership of any Member.

Members shall provide notice of any change and required details to the Club within one month of such change.

### **7.2 Inspection of Register**

Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

### **7.3 Use of Register**

Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner as the Management Committee considers appropriate.

## **8. EFFECT OF MEMBERSHIP**

Members acknowledge and agree that:

- (a) This Constitution forms a contract between each of them and the Club and that they are bound by this Constitution and the Regulations.
- (b) they shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy which may be made or passed by the Management Committee or other entity with delegated authority;

- (c) by submitting to this Constitution and Regulations they are subject to the jurisdiction of the Club, RSO, SSO and NSO.
- (d) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Sports; and
- (e) they are entitled to all benefits, advantages, privileges and services of Club membership.

## **9. DISCONTINUANCE OF MEMBERSHIP**

### **9.1 Notice of Resignation**

- (a) A Member who has paid all arrears of fees payable to the Club may resign or withdraw from membership of the Club by giving one month's notice in writing to the Club.
- (b) Once the Club receives a notice of resignation of membership given under **clause 9.1(a)**, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

### **9.2 Discontinuance for Breach**

- (a) Membership of the Club may be discontinued by the Management Committee upon breach of any clause of this Constitution or the Regulations, including, but not limited to, the failure to pay any monies owed to the Club, failure to comply with the Regulations or any resolutions or determinations made or passed by the Management Committee or any duly authorised committee.
- (b) Membership shall not be discontinued by the Management Committee under **clause 9.2(a)** without the Management Committee first giving the accused Member the opportunity to explain the breach and/or remedy the breach.
- (c) Where a Member fails, in the Management Committee's view to adequately explain the breach, that Member's membership shall be discontinued under **clause 9.2(a)** by the Club giving written notice of the discontinuance to the Member. The Register shall be amended to reflect any discontinuance of membership under this **clause 9.2** as soon as practicable.

### **9.3 Member to Re-Apply**

A Member whose membership has been discontinued under **clauses 9.1 or 9.2**:

- (a) must seek renewal or re-apply for membership in accordance with this Constitution; and
- (b) may be re-admitted at the discretion of the Management Committee.

### **9.4 Forfeiture of Rights**

A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Club and its property and shall not use any property of the Club including Intellectual Property of the Club or Intellectual Property of RSL NSW. Any Club documents, records or other property in the possession, custody or control of that Member shall be returned to the Club immediately.

### **9.5 Membership may be Reinstated**

Membership which has been discontinued under this **clause 9** may be reinstated at the discretion of the Management Committee, with such conditions as it deems appropriate.

## 9.6 Refund of Membership Fees

Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance.

## 10. DISCRIMINATION

The Management Committee and each Member must observe:

- (a) the RSL NSW By-Law No. 3 (Dispute Resolution); and
- (b) the RSL NSW Dispute Resolution Regulation,

in relation to the treatment of people in an ethical, informed and responsible manner, acknowledging a person's right to be treated with respect and dignity and to be safe and protected from abuse, and in particular, must observe the position statements in relation to child protection, taking images of children, anti-discrimination and harassment, sexual relationships, pregnancy and gender identity.

## 11. DISPUTE RESOLUTION

- (a) The Management Committee and each Member must observe:

- (i) the RSL NSW By-Law No. 3 (Dispute Resolution); and
- (ii) the RSL NSW Dispute Resolution Regulation,

in relation to disputes amongst the Management Committee, the Members of the Club and any person who is on the Management Committee or a member of another Club or association that is associated with and empowered by RSL NSW and any RSL NSW sub-Branch.

- (b) The obligation in **clause 11(a)** survives any resignation, termination, loss of office or other disassociation with the Club, RSL NSW and any RSL NSW sub-Branch.
- (c) The observation of the dispute resolution obligations in this **clause 11** are separate from the disciplinary procedures set out in **clause 122**.

## 12. DISCIPLINE

- (a) The Management Committee may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

- (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Management Committee or any duly authorised committee
- (ii) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Club and/or a Sport; or
- (iii) brought the Club, any other Member or Sport into disrepute.

- (b) That Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Club set out in the Regulations.

- (c) The Management Committee may appoint a Judiciary Committee to deal with any disciplinary matter referred to it. Such a Judiciary Committee shall operate in accordance with the procedures expressed in the Regulations but is subject always to the Act.

- (d) All disciplinary proceedings are to be conducted in accordance with the NSW RSL disciplinary processes published as By-Laws from time to time.

### **13. SUBSCRIPTIONS AND FEES**

The annual membership subscription (if any) and any fees or other levies payable by Members to the Club and the time for and manner of payment shall be as determined by the Management Committee.

### **14. EXISTING MANAGEMENT COMMITTEE**

The Members of the administrative or governing body (by whatever name called) of the Club in office immediately prior to approval of this Constitution under the Act shall continue in those positions until the next annual general meeting following such adoption of this Constitution. After this General Meeting the positions of the Management Committee shall be filled, vacated and otherwise dealt with in accordance with this Constitution.

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

- 16. The Management Committee shall act in accordance with the Objects and shall operate for the benefit of the Members and the community throughout the local area.

Subject to the Act and this Constitution, the business of the Club, the control and the management of the activities the Club is vested in the Management Committee, whose authority and powers include the power:

- (a) to manage and maintain all property and equipment owned by, lent to or made available to the Club;
- (b) to acquire by purchase, exchange or to accept as gifts or donations, any property or equipment of any kind which in opinion of Management Committee may be necessary or useful for the Club's purposes;
- (c) to accept donations, legacies and bequests in money or in kind for furtherance of objects of the Club and benefit of members; and
- (d) to expend or use moneys received or property donated for furtherance of the Club's objects and instruction, entertainment and benefit of members as deemed fit.

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

#### **17.1 Composition of the Management Committee**

The Management Committee shall comprise:

- (a) a President (to be elected by the sub-Branch);
- (b) Two Vice-Presidents (to be elected by the Members);
- (c) an Honorary Secretary (to be elected by the Members);
- (d) an Honorary Treasurer (to be elected by the Members);
- (e) the Club Superintendent or the Chief Instructor (to be appointed by the Management Committee in consultation with the sub-Branch);
- (f) Six Ordinary or Associate Members (to be elected by the Members); and
- (g) any Trustees of the sub-Branch from time to time.

## **17.2 RSL NSW Regulations**

- (a) The duties and responsibilities of the President, Vice-Presidents, Secretary and Treasurer include the duties and responsibilities set out in Chapter 3 of the RSL NSW Governance Regulation.
- (b) The duties and responsibilities of the Trustees include the duties and responsibilities set out in Chapter 1 of the RSL NSW Property and Finance Regulation.

## **17.3 Election and Appointment of Management Committee Members**

- (a) The elected Committee Members shall be elected under **clause 18**.
- (b) The appointed Committee Members may be appointed under **clause 19**.

## **17.4 Portfolios**

The Management Committee may allocate portfolios to Committee Members.

## **18. ELECTED MANAGEMENT COMMITTEE**

### **18.1 Nomination for Management Committee**

- (a) Nominations for elected Management Committee Member positions shall be called for twenty-eight (28) days prior to the annual general meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be determined by the Management Committee from time to time.
- (b) Nominees for elected Committee Member positions must declare any position they hold in an NSO, SSO or RSO.

### **18.2 Form of Nomination**

Nominations must be:

- (a) in writing;
- (b) on the prescribed form (if any) provided for that purpose;
- (c) signed by two Individual Members;
- (d) certified by the nominee (who must be a Member) expressing his willingness to accept the position for which he is nominated; and
- (e) delivered to the Club not less than fourteen (14) days before the date fixed for the annual general meeting.

### **18.3 Elections**

- (a) If the number of nominations received is equal to the number of vacancies to be filled or if there are insufficient nominations received to fill all vacancies on the Management Committee, then those nominated shall be declared elected only if approved by the majority of Members entitled to vote.
- (b) If there are insufficient nominations received to fill all vacancies on the Management Committee, or if a person is not approved by the majority of Members under **clause 18.3(a)**, the positions will be deemed casual vacancies under **clause 20.1**.

- (c) If the number of nominations exceeds the number of vacancies to be filled, voting papers shall be prepared containing the names of the candidates in alphabetical order for each vacancy on the Management Committee.
- (d) Voting shall be conducted in such a manner and by such a method as determined by the Management Committee from time to time.

#### **18.4 Term of Appointment for Elected Management Committee Members**

- (a) Committee Members elected under **clause 18.8** shall be elected for a term of two years. Subject to provisions in this Constitution relating to early retirement or removal of Committee Members, elected Committee Members shall remain in office from the conclusion of the annual general meeting at which the election occurred until the conclusion of the second annual general meeting following.
- (b) Four (4) elected Committee Members shall retire in each odd year and four (4) elected Committee Members shall retire in each even year until, after two (2) years the eight (8) original elected Committee Members have retired after which those elected Committee Members (or their replacements) who first retired, shall retire and so on.
- (c) The sequence of retirements under **clause 18.4(b)** to ensure rotational terms shall be determined by the Management Committee. If the Management Committee cannot agree it will be determined by lot.
- (d) Following the adoption of this Constitution, no person who has served as an elected Committee Member for a period of four (4) consecutive full terms shall be eligible for election as an elected Committee Member until the next annual general meeting following the date of conclusion of his last term as an elected Committee Member.

### **19. APPOINTED MANAGEMENT COMMITTEE MEMBERS**

#### **19.1 Appointment of Management Committee Members**

The elected Committee Members may appoint up to two (2) appointed Committee Members.

#### **19.2 Qualifications for Appointed Management Committee Members**

The appointed Committee Members may have specific skills in commerce, finance, marketing, law or business generally or such other skills which complement the Management Committee composition. They do not need to be Members.

#### **19.3 Term of Appointment**

- (a) Appointed Committee Members may be appointed by the elected Committee Members under this Constitution for a term of two years, which shall commence from the first Management Committee meeting after the annual general meeting until after the conclusion of the second annual general meeting that follows.
- (b) Appointed Committee Members may be appointed to ensure rotational terms that coincide with the elected Committee Members' rotational terms.
- (c) Any adjustment to the term of appointed Committee Members appointed under this Constitution necessary to ensure rotational terms under this Constitution shall be determined by the Management Committee.

- (d) Following the adoption of this Constitution, no person who has served as an appointed Committee Member for a period of four (4) consecutive full terms shall be eligible for appointment as an appointed Committee Member until the next annual general meeting following the date of conclusion of his last term as an appointed Committee Member.

## **20. VACANCIES ON THE MANAGEMENT COMMITTEE**

### **20.1 Casual Vacancies**

Any casual vacancy occurring in the position of Committee Member may be filled by the remaining Committee Members from among appropriately qualified persons. Any casual vacancy may only be filled for the remainder of the Committee Member's term under this Constitution.

### **20.2 Grounds for Termination of Management Committee Member**

In addition to the circumstances 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 office in writing to the Club
- (e) is absent without the consent of the Management Committee from meetings of the Management Committee held during a period of six months
- (f) holds any office of employment with the Club without the approval of the Management Committee
- (g) is directly or indirectly interested in any contract or proposed contract with the Club and fails to declare the nature of that interest
- (h) in the opinion of the Management Committee (but subject always to this Constitution):
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and interests of the Club
  - (i) has brought the Club into disrepute
- (i) is removed by Special Resolution; or
- (j) would otherwise be prohibited from being a director of a corporation under the *Corporations Act 2001 (Cth.)*.

### **20.3 Management Committee May Act**

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



## 21. MEETINGS OF THE MANAGEMENT COMMITTEE

### 21.1 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 shall be at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A Committee Member may at any time convene a meeting of the Management Committee within reasonable time.

### 21.2 Decisions of the Management Committee

Subject to this Constitution, questions arising at any meeting of the Management Committee shall be decided by a majority of votes and a determination of a majority of Committee Members shall for all purposes be deemed a determination of the Management Committee. All Committee Members shall have one vote on any question. Where voting is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote, the motion will be lost.

### 21.3 Resolutions Not in Meeting

- (a) A resolution in writing that has been signed or assented to by telegram, cablegram, radiogram, facsimile, telex or other form of visible or other electronic communication by all the Committee Members for the time being present in Australia 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 one or more of the Committee Members.
- (b) Without limiting the power of the Management Committee to regulate its meetings as it thinks fit, a meeting of the Management Committee may be held where one 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 or this Constitution. The notice will specify that Committee Members are not required to be present in person.
  - (iii) If a failure in communications prevents **clause 21.3(b)(i)** from being satisfied by the number of Committee Members which constitutes a quorum, and none of such Committee Members are present at the place where the meeting is deemed by virtue of the further provisions of this rule to be held, then the meeting shall be suspended until **clause 21.3(b)(i)** is satisfied again. If such condition is not satisfied within fifteen minutes from the interruption, the meeting shall be deemed to have been terminated or adjourned.
  - (iv) Any meeting held where one or more of the Committee Members is not physically present shall be deemed to be held at the place specified in the notice of the meeting, provided a Committee Member is there present. If no Committee Member is there present, the meeting shall be deemed to be held at the place where the chairperson of the meeting is located.

#### **21.4 Quorum**

At meetings of the Management Committee the number of Committee Members whose presence is required to constitute a quorum is six (6). (or 50% plus 1).

#### **21.5 RSL NSW, Trustees and sub-Branch President may attend and vote**

A representative of RSL NSW, any Trustee and the President at the relevant time of the sub-Branch may attend and vote at a meeting of the Management Committee.

#### **21.6 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 apology or presence) not less than fourteen (14) days written notice of the meeting of the Management Committee shall be given to each Committee Member. The agenda shall be forwarded to each Committee Member not less than four (4) days prior to such meeting.

#### **21.7 Chairperson**

The Management Committee shall appoint a chairperson from among its number. The chairperson shall be the nominal head of the Club and will act as chair of any Management Committee meeting or General Meeting at which he is present. If the chairperson is not present, or is unwilling or unable to preside at a Management Committee meeting the remaining Committee members shall appoint another Committee member to preside as chair for that meeting only. Not less than once per year, the Management Committee must elect the President of the sub-Branch to act as Chairman of a meeting of the Club.

#### **21.8 Conflict of Interest**

A Committee member shall declare his interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. He shall, unless otherwise determined by the Management Committee, absent himself from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Committee Member casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Committee Member to absent himself from discussions and refrain from voting, the issue should be immediately determined by vote of the Management Committee. If this is not possible, the matter shall be adjourned or deferred.

#### **21.9 Disclosure of Interests**

- (a) The nature of the interest of a Committee Member must be declared at the meeting of the Management Committee at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Management Committee at the next meeting of the Management Committee. If a Committee member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Management Committee held after the Committee Member becomes interested.
- (b) All disclosed interests must also be disclosed to each annual general meeting in accordance with the Act.

#### **21.10 General Disclosure**

A general notice stating that a Committee member is a Member of any specified firm or company and that he is 'interested' in all transactions with that firm or company is sufficient declaration under **clause 21.9**. After the distribution of the general notice, it is not necessary for the Committee Member to give a special notice regarding any particular transaction with that firm or company.

### **21.11 Recording Disclosures**

Any declaration made, any disclosure or any general notice given by a Committee member in accordance with **clauses 21.8, 21.9** and/or **21.10** must be recorded in the minutes of the relevant meeting.

## **22. APPOINTMENT OF TRUSTEES**

### **22.1 Appointment of Trustees**

The Trustees of the sub-Branch from time to time will be appointed to be the trustees of any real or personal property of the Club.

### **22.2 Qualification of trustees**

Trustees must be Trustees of the sub-Branch or trustees of the Club Ltd.

## **23. DELEGATIONS**

### **23.1 The Management Committee may Delegate Functions**

The Management Committee may, by instrument in writing, create, establish or appoint special committees, Individual officers and consultants to carry out specific duties and functions.

It will determine what powers these committees are given. In exercising its power under this clause, the Management Committee must take into account broad stakeholder involvement.

### **23.2 Delegation by Instrument**

In the establishing instrument, the Management Committee may delegate such functions as are specified in the instrument, other than:

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

### **23.3 Delegated Function Exercised in Accordance with Terms**

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

### **23.4 Procedure of Delegated Entity**

The procedures for any entity exercising delegated power shall, subject to this Constitution and with any necessary or incidental amendment, be the same as that applicable to meetings of the Management Committee under **clause 21**. The entity exercising delegated powers shall make decisions in accordance with the Objects, and it shall promptly provide the Management Committee with details of all material decisions. The entity shall also provide any other reports, minutes and information required by the Management Committee.

### **23.5 Delegation May Be Conditional**

A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

## **23.6 Revocation of Delegation**

At any time the Management Committee may, by instrument in writing, revoke wholly or in part any delegation made under this clause. It may amend or repeal any decision made by a body or person under this clause.

## **24. SEAL**

- (a) The Club may have a Seal upon which its corporate name shall appear in legible characters.
- (b) The Seal shall not be used without the express authorisation of the Management Committee. Every use of the Seal shall be recorded in the Club's minute book. Two Committee Members must witness every use of the Seal, unless the Management Committee determines otherwise.

## **25. ANNUAL GENERAL MEETING**

- (a) The Club's Annual General Meeting shall be held in accordance with the Act and this Constitution. It should be held on a date and at a venue determined by the Management Committee.
- (b) All General Meetings other than the Annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution.

## **26. SPECIAL GENERAL MEETINGS**

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

The Management Committee may, whenever it thinks fit, convene a Special General Meeting. When, but for this clause, more than fifteen months elapses between Annual General Meetings, the Management Committee shall convene a Special General Meeting before the expiration of that period.

### **26.2 Requisition of Special General Meetings**

- (a) The secretary will convene a Special General Meeting when five per cent of Members (no less) submit a requisition in writing.
- (b) The requisition for a Special General Meeting shall state the object(s) of the meeting, be signed by the Members making the requisition and be sent to the Club. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Management Committee does not cause a Special General Meeting to be held one month after the date in which the requisition is sent to the Club, the Members making the requisition, or any of them, may convene a Special General Meeting to be held no later than three months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Management Committee.

## **27. NOTICE OF GENERAL MEETING**

- (a) Notice of every General Meeting shall be given to every Life Member and Individual Member entitled to receive notices. Notices shall be sent to the addresses appearing in the Club's Register. The auditor and Management Committee Members shall also be entitled to receive notice of every General Meeting. This will be sent to the auditor's last known address. No other person shall be entitled, as of right, to receive notices of General Meetings.

- (b) A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.
- (c) At least twenty-one (21) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:
  - (i) the Agenda for the meeting; and
  - (ii) any notice of motion received from Members entitled to vote.
- (d) Notice of every General Meeting shall be given in the manner authorised in **clause 41**.

## **28. BUSINESS**

- (a) The business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Management Committee and auditors, the election of Management Committee Members under this Constitution and the appointment of the auditors.
- (b) All business that is transacted at a General Meeting and at an Annual General Meeting, with the exception of those matters set down in **clause 288(a)**, shall be special business.
- (c) No business other than that stated on the notice for a General Meeting shall be transacted at that meeting.

## **29. NOTICES OF MOTION**

Members entitled to vote may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Club no less than fourteen days (excluding receiving date and meeting date) prior to the General Meeting.

## **30. PROCEEDINGS AT GENERAL MEETINGS**

### **30.1 Quorum**

No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Club shall be 50% plus 1 of Members or any other number as previously set at the Annual General Meeting.

### **30.2 Chairperson to Preside**

The chairperson of the Management Committee shall, subject to this Constitution, preside as chair at every General Meeting except:

- (a) in relation to any election for which the chairperson is a nominee; or
- (b) where a conflict of interest exists.

If the chairperson is not present, or is unwilling or unable to preside, the delegates present shall appoint another Committee Member to preside as chairperson for that meeting only.

### **30.3 Adjournment of Meeting**

- (a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until the same day in the next week at the same time and place or to a date, time or place determined by the chairperson. 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 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. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty 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 30.3(c)** it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

#### **30.4 Voting Procedure**

At any 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 by:

- (a) the chairperson; or
- (b) a simple majority of the Members.

#### **30.5 Recording of Determinations**

Unless a poll is demanded under **clause 30.4**, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Club's book of proceedings.

#### **30.6 Where Poll Demanded**

If a poll is duly demanded under **clause 30.4** it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

### **31. VOTING AT GENERAL MEETINGS**

#### **31.1 Members Entitled to Vote**

Each Individual Member shall be entitled to one vote at General Meetings. No other Member shall be entitled to vote but shall, subject to this Constitution, have and be entitled to exercise those rights set out in **clause 5.1**.

#### **31.2 Chairperson May Exercise Casting Vote**

Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

#### **31.3 Proxy Voting**

Proxy voting shall not be permitted at all General Meetings.

#### **31.4 Postal Voting**

No motion shall be determined by a postal ballot unless determined by the Management Committee. If the Management Committee so determines, the postal ballot shall be conducted under the procedures set by the Management Committee from time to time.

## **32. GRIEVANCE PROCEDURE**

- (a) The grievance procedure set out in this rule applies to disputes under these rules between a Member and:
  - (i) another Member; or
  - (ii) the Club.
- (b) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen days after the dispute comes to the attention of all parties.
- (c) If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within ten (10) days, refer the dispute for resolution to an independent tribunal established by the SSO in accordance with the procedures determined by the SSO from time to time.
- (d) The Management Committee may refer the dispute for resolution to the Disputes Resolution Manager established by the RSL NSW State Branch in accordance with the procedures determined in the RSL NSW Disputes Resolution Regulation.

## **33. RECORDS AND ACCOUNTS**

### **33.1 Records**

The Club shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Club and the Management Committee). It shall produce these as appropriate at each Management Committee or General Meeting.

### **33.2 Records Kept in Accordance with the Act**

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

### **33.3 Management Committee to Submit Accounts**

The Management Committee shall submit the Club's statements of account to the Members at the Annual General Meeting in accordance with this Constitution and the Act.

### **33.4 Accounts Conclusive**

The statements of account, when approved or adopted by an Annual General Meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

### **33.5 Accounts to be Sent to Members**

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

### **33.6 Negotiable Instruments**

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

## **34. AUDITOR**

- (a) A properly qualified auditor or auditors shall be appointed by the Club in a General Meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the *Corporations Act 2001 (Cth.)* and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Club in a General Meeting.
- (b) The accounts of the Club shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.

## **35. INCOME**

**35.1 Income and property of the Association shall be derived from such sources as the Management Committee determines from time to time.**

**35.2 The income and property of the Club shall be applied solely towards the promotion of the Objects.**

**35.3 Except as prescribed in this Constitution or the Act:**

- (a) no portion of the income or property of the Club shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member
- (b) no remuneration or other benefit in money or money's worth shall be paid or given by the Club to any Member who holds any office of the Club.

**35.4 Payment in good faith of or to any Member can be made for:**

- (a) any services actually rendered to the Club whether as an employee, Committee Member or otherwise
- (b) goods supplied to the Club in the ordinary and usual course of operation
- (c) interest on money borrowed from any Member
- (d) rent for premises demised or let by any Member to the Club; or
- (e) any out-of-pocket expenses incurred by a Member on behalf of the Club.

Nothing in **clauses 35.2 or 35.3** preclude such payments provided they do not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

## **36. WINDING UP**

- (a) Subject to this Constitution the Club may be wound up in accordance with the Act.
- (b) The liability of the Members of the Club is limited.
- (c) Every Member undertakes to contribute to the assets of the Club in the event of it being wound up while a Member, or within one year after ceasing to be a Member, for payment of the debts and liabilities of the Club contracted before the time at which they ceased to be a Member and towards the costs, charges and expenses of winding up the Club, such an amount not exceeding one dollar (\$1.00).



## **37. DISTRIBUTION OF PROPERTY ON WINDING UP**

If upon winding up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any assets or property, they shall not be paid to or distributed among the Members. Instead, the assets or property shall be given or transferred to the sub-Branch.

## **38. ALTERATION OF CONSTITUTION**

This Constitution shall not be altered unless both

- (a) the prior written consent of RSL NSW is provided, which may be withheld or made subject to conditions, in the absolute discretion of RSL NSW; and
- (b) a Special Resolution of the Members is also passed.

## **39. REGULATIONS**

### **39.1 Management Committee to Formulate Regulations**

- (a) The Management Committee may formulate, issue, adopt, interpret and amend Regulations for the proper advancement, management and administration of the Club, the advancement of the purposes of the Club and Sports in the local area.
- (b) Such Regulations must be consistent with the Constitution and any policy directives of the Management Committee and must be approved by the RSL NSW Youth Council.
- (c) The Club may make Regulations in respect of each specific Sport in which it participates so as to meet the individual requirements imposed by the RSO, SSO and NSO (as applicable) of that Sport.

### **39.2 Regulations Binding**

All Regulations are binding on the Club and all Members.

### **39.3 Regulations Deemed Applicable**

All clauses, rules, by-laws and regulations of the Club in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and regulations are not inconsistent with or have been replaced by, this Constitution) shall be deemed to be Regulations and shall continue to apply.

### **39.4 Bulletins Binding on Members**

Amendments, alterations, interpretations or other changes to Regulations shall be advised to Members by means of bulletins approved by the Management Committee and prepared and issued by the Club. The Club shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

## **40. STATUS AND COMPLIANCE OF CLUB**

### **40.1 Recognition of Club**

- (a) The Club must be a subsidiary of its local RSL sub-Branch and be affiliated with the RSL NSW Youth Council and is recognised by the Youth Council as the entity responsible for the delivery of Sports in the local area.
- (b) The Club must be a Member of each RSO, SSO and NSO (as applicable) in respect of each Sport in which it participates and is recognised by those bodies as the entity responsible for the delivery of that Sport in the local area and is subject to compliance with this Constitution.

- (c) The Constitutions of each RSO, SSO and NSO (as applicable) shall continue to be so recognised and shall administer each respective Sport in the local area in accordance with the Objects.

#### **40.2 Constitution of the Club**

- (a) This Constitution will clearly reflect the Objects of the RSL Youth Council and will conform to the Constitution of the Returned and Services League of Australia (New South Wales Branch) and the RSL NSW Youth Clubs Regulations, subject always to the Act.
- (b) This Constitution will also clearly reflect the Objects of each applicable RSO, SSO and NSO in respect of each Sport and will conform to the Constitutions of those bodies, subject always to the Act.

#### **40.3 Youth Council, Region and SSO**

- (a) The Club may not resign, disaffiliate or otherwise seek to withdraw from the RSL Youth Council without approval by Special Resolution of its sub-Branch, the RSL NSW Youth Council and RSL NSW State Council.
- (b) The Club may not resign, disaffiliate or otherwise seek to withdraw from each applicable RSO, SSO and NSO in respect of each Sport without approval by Special Resolution.

#### **41. NOTICE**

- (a) Notices may be given by the Club to any person entitled under this Constitution to receive any notice. The notice can be sent 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. In the case of a delegate, the notice can be sent to the last recorded address, 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 three 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 the next business day after it was sent.

#### **42. INDEMNITY**

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

- (ii) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Club.

## SCHEDULE 1 - NATIONAL SPORTS ORGANISATIONS

<b>Sport</b>	<b>National sporting organisation</b>
Aiki Jujitsu	<a href="#"><u>Australian Jujitsu Federation Inc</u></a>
Aikido	<a href="#"><u>Australian Jujitsu Federation Inc</u></a>
Archery	<a href="#"><u>Archery Australia Inc</u></a> <a href="#"><u>Australian Paralympic Committee</u></a>
Athletics	<a href="#"><u>Athletics Australia</u></a> <a href="#"><u>Australian Paralympic Committee</u></a>
Australian Football	<a href="#"><u>Australian Football League</u></a>
Badminton	<a href="#"><u>Badminton Australia</u></a>
Baseball	<a href="#"><u>Australian Baseball Federation</u></a>
Basketball	<a href="#"><u>Basketball Australia</u></a>
Baton Twirling	<a href="#"><u>Australian Baton Twirling Association</u></a>
Beach Volleyball	<a href="#"><u>Australian Volleyball Federation</u></a>
Biathlon	<a href="#"><u>Australian Biathlon Association Inc</u></a>
Bicycle Motocross	<a href="#"><u>Bicycle Motocross Australia Inc</u></a>
Billiards & Snooker	<a href="#"><u>Australian Billiards &amp; Snooker Council</u></a>
Bobsleigh	<a href="#"><u>Australian Bobsleigh and Skeleton Association Inc</u></a>
Bocce	<a href="#"><u>Bocce Federation of Australia</u></a>
Boccia	<a href="#"><u>Australian Paralympic Committee</u></a>
Bowls	<a href="#"><u>Bowls Australia Inc</u></a>
Boxing	<a href="#"><u>Boxing Australia Inc</u></a>
Calisthenics	<a href="#"><u>Australian Calisthenic Federation Inc</u></a>
Campdrafting	<a href="#"><u>National Campdraft Council of Australia</u></a>
Canoeing	<a href="#"><u>Australian Canoeing</u></a>
Cricket	<a href="#"><u>Cricket Australia</u></a> <a href="#"><u>Transplant Australia</u></a>
Croquet	<a href="#"><u>Croquet Australia</u></a>
Cycling	<a href="#"><u>Australian Paralympic Committee</u></a> <a href="#"><u>Cycling Australia</u></a>
Dancesport	<a href="#"><u>Dancesport Australia Ltd</u></a>

Darts	<a href="#"><u>Darts Australia</u></a>
Diving	<a href="#"><u>Diving Australia Inc</u></a>
Dragon Boat	<a href="#"><u>Australian Dragon Boat Federation</u></a>
Eight Ball	<a href="#"><u>Australian Eight Ball Federation Inc</u></a>
Equestrian	<a href="#"><u>Equestrian Australia</u></a> <a href="#"><u>Pony Club Australia</u></a>
Equestrian - Recreational	<a href="#"><u>Equestrian Australia</u></a>
Equestrian - Stock Horse	<a href="#"><u>Equestrian Australia</u></a>
Equestrian - Trail Ride	<a href="#"><u>Equestrian Australia</u></a>
Fencing	<a href="#"><u>Australian Fencing Federation Inc</u></a>
Floorball	<a href="#"><u>Australian Floorball Association</u></a>
Flying Disc	<a href="#"><u>Australian Flying Disc Association</u></a>
Football (Paralympic 7 a side)	<a href="#"><u>Australian Paralympic Committee</u></a>
Football (Soccer)	<a href="#"><u>Football Federation Australia</u></a>
Gaelic Football And Hurling	<a href="#"><u>Gaelic Football &amp; Hurling Association of Australasia</u></a>
Gliding	<a href="#"><u>Gliding Federation of Australia</u></a>
Goalball	<a href="#"><u>Australian Paralympic Committee</u></a> <a href="#"><u>Blind Sports Australia</u></a>
Golf	<a href="#"><u>Golf Australia</u></a>
Grappling	<a href="#"><u>Australian Jujitsu Federation Inc</u></a>
Gridiron	<a href="#"><u>Gridiron Australia</u></a>
Gymnastics	<a href="#"><u>Gymnastics Australia Ltd</u></a>
Handball	<a href="#"><u>Australian Handball Federation</u></a>
Hang Gliding	<a href="#"><u>Hang Gliding Federation of Australia</u></a>
Hapkido	<a href="#"><u>Australian Jujitsu Federation Inc</u></a>
Hockey	<a href="#"><u>Hockey Australia</u></a>
Ice Hockey	<a href="#"><u>Ice Hockey Australia</u></a>
Ice Racing	<a href="#"><u>Australian Ice Racing Inc</u></a>
Ice Skating	<a href="#"><u>Ice Skating Australia Incorporated</u></a>
Indoor Football / Futsal	<a href="#"><u>Football Federation Australia</u></a>

Indoor Volleyball	<a href="#"><u>Australian Volleyball Federation</u></a>
Jiu Jitsu	<a href="#"><u>Australian Jujitsu Federation Inc</u></a>
Judo	<a href="#"><u>Australian Paralympic Committee</u></a> <a href="#"><u>Judo Federation of Australia Inc</u></a>
Jui Jitsu	<a href="#"><u>Australian Jujitsu Federation Inc</u></a>
Jujitsu	<a href="#"><u>Australian Jujitsu Federation Inc</u></a>
Karate	<a href="#"><u>Australian Karate Federation Inc</u></a>
Kenpo Jujutsu	<a href="#"><u>Australian Jujitsu Federation Inc</u></a>
Kung Fu	<a href="#"><u>Australian Kung Fu (Wu Shu) Federation Inc</u></a>
Lacrosse	<a href="#"><u>Australian Lacrosse Association Ltd</u></a>
Modern Pentathlon	<a href="#"><u>Modern Pentathlon Australia</u></a>
Motor Sport	<a href="#"><u>Confederation of Australian Motor Sport Ltd (CAMS)</u></a>
Motorcycling	<a href="#"><u>Motorcycling Australia Ltd</u></a>
Muaythai	<a href="#"><u>Muaythai Australia</u></a>
Multi Sport	<a href="#"><u>Australian University Sport</u></a>
Netball	<a href="#"><u>Netball Australia</u></a>
Orienteering	<a href="#"><u>Orienteering Australia</u></a>
Parachuting	<a href="#"><u>Australian Parachute Federation Inc</u></a>
Paralympic Powerlifting	<a href="#"><u>Australian Paralympic Committee</u></a>
Paralympics	<a href="#"><u>Australian Paralympic Committee</u></a>
Polo	<a href="#"><u>Australian Polo Council</u></a>
Polocrosse	<a href="#"><u>Polocrosse Association of Australia</u></a>
Pony Clubs	<a href="#"><u>Pony Club Australia</u></a>
Powerlifting	<a href="#"><u>Powerlifting Australia Ltd</u></a>
Roller Sports	<a href="#"><u>Skate Australia Inc</u></a>
Rowing	<a href="#"><u>Rowing Australia Ltd</u></a>
Rugby League	<a href="#"><u>Australian Rugby League</u></a>
Rugby Union	<a href="#"><u>Australian Rugby Union</u></a>
Sailing / Yachting	<a href="#"><u>Yachting Australia</u></a>
Shooting	<a href="#"><u>Australian International Shooting Limited</u></a>

Australian Paralympic Committee

Sitting Volleyball	<u>Australian Paralympic Committee</u>
Skate	<u>Skate Australia Inc</u>
Ski Cross	<u>Ski &amp; Snowboard Australia</u>
Skiing	<u>Olympic Winter Institute of Australia</u> <u>Ski &amp; Snowboard Australia</u>
Snow Sports	<u>Australian University Sport</u>
Snowboarding	<u>Ski &amp; Snowboard Australia</u>
Softball	<u>Softball Australia</u>
Squash	<u>Squash Australia Ltd</u>
Surf Life Saving	<u>Surf Life Saving Australia</u>
Surf Riding	<u>Surfing Australia</u>
Swimming	<u>Australian Paralympic Committee</u> <u>Australian University Sport</u> <u>Swimming Australia Ltd</u>
Synchronized Swimming	<u>Synchronized Swimming Australia Inc</u>
Table Tennis	<u>Australian Paralympic Committee</u> <u>Table Tennis Australia</u>
Tennis	<u>Tennis Australia</u>
Tenpin Bowling	<u>Tenpin Bowling Australia Ltd</u>
Touch	<u>Touch Football Australia</u>
Triathlon	<u>Triathlon Australia</u>
Underwater Sports	<u>Australian Underwater Federation</u>
University Sport	<u>Australian University Sport</u>
Volleyball	<u>Australian Volleyball Federation</u>
Water Polo	<u>Australian Water Polo Inc</u>
Water Skiing	<u>Australian Waterski and Wakeboard Federation</u>
Weightlifting	<u>Australian Weightlifting Federation Inc</u>
Wheelchair Basketball	<u>Australian Paralympic Committee</u> <u>Basketball Australia</u>
Wheelchair Rugby	<u>Australian Athletes with a Disability</u> <u>Australian Paralympic Committee</u>

Wheelchair Tennis [Australian Paralympic Committee](#)

Woodchopping [Australian Axemen's Association](#)

Wrestling [Wrestling Australia Inc](#)

NSOs for people with disability recognised by the ASC

<b>Sport</b>	<b>National sporting organisation</b>
Athletes with a Disability	<a href="#"><u>Australian Athletes with a Disability</u></a>
AUSRAPID	<a href="#"><u>AUSRAPID</u></a>
Blind Sports	<a href="#"><u>Blind Sports Australia</u></a>
Cricket	<a href="#"><u>Cricket Australia</u></a> <a href="#"><u>Transplant Australia</u></a>
Deaf Sports	<a href="#"><u>Deaf Sports Australia</u></a>
Disability Sport	<a href="#"><u>AUSRAPID</u></a> <a href="#"><u>Deaf Sports Australia</u></a> <a href="#"><u>Riding for the Disabled Association of Australia</u></a> <a href="#"><u>Special Olympics Australia</u></a> <a href="#"><u>Transplant Australia</u></a>
Disabled Wintersport	<a href="#"><u>Disabled Wintersport Australia</u></a>
Equestrian - Disabled	<a href="#"><u>Riding for the Disabled Association of Australia</u></a>
Equestrian - RDA	<a href="#"><u>Riding for the Disabled Association of Australia</u></a>
Goalball	<a href="#"><u>Australian Paralympic Committee</u></a> <a href="#"><u>Blind Sports Australia</u></a>
Intellectual Impairment Sports	<a href="#"><u>AUSRAPID</u></a> <a href="#"><u>Special Olympics Australia</u></a>
Riding for the Disabled	<a href="#"><u>Riding for the Disabled Association of Australia</u></a>
Special Olympics	<a href="#"><u>Special Olympics Australia</u></a>
Transplant	<a href="#"><u>Transplant Australia</u></a>
Wheelchair Rugby	<a href="#"><u>Australian Athletes with a Disability</u></a> <a href="#"><u>Australian Paralympic Committee</u></a>



## **ATTACHMENTS**

Attach a copy of the current version of the following documents:

- (a) RSL NSW By-Law No. 3 - Dispute Resolution
- (b) RSL NSW - Dispute Resolution Regulation
- (c) RSL Charter on Australian Youth
- (d) RSL NSW Governance Regulation