



**RIDING FOR THE DISABLED ASSOCIATION  
OF TASMANIA INC.**

**ABN 43 028 124 325**

# **CONSTITUTION**

<u>Revision No.</u>	<u>Revision Date</u>	<u>Purpose</u>	<u>Status</u>
00	Nov. 2009	Registered with Dept. of Justice	Superseded
01	14 Sep. 2019	Approved at AGM	Current Document

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## 1 NAME OF THE ASSOCIATION

The name of the association is the Riding for the Disabled Association of Tasmania Inc. (Association), holder of Australian Business Number 43 028 124 325.

## 2 DEFINITIONS AND INTERPRETATIONS

### 2.1 Definitions

In this Constitution unless the context requires otherwise:

**SA** means Sport Australia, the brand name of the Australian Sports Commission (**ASC**)

**RDAA** means Riding for the Disabled Association of Australia

**RDAA constitution** means the constitution and includes any by-laws made by RDAA in force from time to time.

**RDAT** means Riding for the Disabled Association of Tasmania (or the Association).

**Centre** means a club or association admitted as a Member to the Association under clauses 6.2 and 6.4.

**Act** means the Associations Incorporation Act 1964 (Tas).

**ACNC** means the Australian Charities and Not-for-profit Commission.

**AGM** or **Annual General Meeting** means the Annual General Meeting of the Association required to be held each year by the Association in accordance with clause 10.2.

**Board** or **Directors** means all or some of the Directors of the Association acting as a Board.

**Director** means a director of the Association and includes Elected Directors and Appointed Directors.

**Elected Director** means a Director of the Association elected under clause 15.

**Appointed Director** means a Director of the Association appointed by the Directors under clause 16.

**By-Law** means a By-Law made under clauses 8.2 and 24.

**Chair** means the person elected as President under clause 19.6.

**Committee** means a committee established by the Board under clause 23.

**Constitution** means this Constitution as amended from time to time, and a reference to a particular clause, is a reference to a clause of this Constitution.

**Delegate** means the person or persons elected or appointed by a Centre to act for and on behalf of that Centre and represent the Centre at Meetings or otherwise, and to cast a vote for and on behalf of the Centre. Each person is classified as either a Centre Delegate or a Program Delivery Delegate, the latter of whom must be a coach at the Centre at which they are a member.

**Delegate Meeting** means a Committee Meeting established by the Board under clause 23.

**Financial Year** means the year commencing 1<sup>st</sup> July and ending 30<sup>th</sup> June in any year.

**General Meeting** means the Annual General Meetings and Special General Meetings of the Members.

**Individual Member** means a person who is either:

- (a) a registered financial member of the Association; or
- (b) a registered person (financial or unfinancial) of a Centre, who is involved in any Sport activity conducted by or under the auspices of the Association and / or a Centre;
- (c) who is admitted to the Association under clause 6.2 and complies with clause 6.6 and in doing so, becomes a Member of RDAA.

**Intellectual Property** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Association or any activity of or conducted, promoted or administered by the Association.

**Life Member** means a Member admitted to the Association under clause 6.3.

**Member** means a Member of the Association under clause 6.

**Objects** mean the objects of the Association in clause 3.1.

**Official Position** means, in connection with any Centre, a person who:

- (a) is an employee, or holds a position, whether elected or appointed, as president, vice president, chairperson, deputy chairperson, secretary, treasurer, director or equivalent, of a Centre or a body corporate or organisation which is owned or controlled by, or has, directly or indirectly, a material ownership or financial interest in that Centre; or
- (b) has, directly or indirectly, a material ownership or financial interest in that Centre.

**Public Officer** means a person appointed as public officer under clause 22.

**Registration** means registration or affiliation of a Member, such registration being in the form of a signed application form and, in the case of Individual Members, their consent to membership of the Association as required by clause 6.2. **Registered** has a corresponding meaning.

**Seal** means the common seal of the Association.

**SEO** means a person appointed as State Executive Officer of the Association by the Board under clause 21. If a State Executive Officer has not been appointed by the Board, all references to "SEO" in this Constitution will be taken to refer to the Board.

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

**Special Resolution** has the same meaning as that given to it in the Act.

**Sport** means all activities related to riding for the disabled association or the sport of riding for persons with disabilities as recognised by SA from time to time.

**Statutes and Regulations** mean the constitution and internal regulations of SA in force from time to time.

**Voting Member** means those Members of the Association entitled to vote in meetings as set out in clause 6.1 of this Constitution.

## 2.2 Interpretations

In this Constitution unless the context requires otherwise:

**(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person or by proxy, attorney or representative;

**(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;

**(gender)** words importing any gender include all other genders;

**(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;

**(successors)** a reference to an organisation includes a reference to its successors;

**(singular includes plural)** the singular includes the plural and vice versa;

**(instruments)** a reference to a law includes regulations and instruments made under it;

**(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or Territory or the Commonwealth or otherwise;

**(include)** the words include, includes, including and for example are not to be interpreted as words of limitation;

**(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Territory or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

**(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and

**(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

**(day)** where reference to a day or days is included in this Constitution, unless expressly stated otherwise, it means calendar day or days and not business day or days.

### 2.3 The Act

In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

The model rules created under the Act are displaced by this Constitution and accordingly do not apply to the Association.

## 3 OBJECTS

### 3.1 Objects

SA is the sole national sporting authority entitled to make and enforce regulations for the encouragement and control of the Sport. So that the above authority may be exercised in a fair and equitable manner, SA has drawn up the Statutes and Regulations governing the Sport.

Each national federation belonging to SA shall be presumed to acquiesce in and be bound by the Statutes and Regulations. RDAA is recognised by SA as the sole sporting power for the enforcement of the present Statutes and Regulations and control of the Sport in Australia. The Association is recognised as a member of RDAA under the RDAA constitution.

The Association is the not-for-profit, peak body for the administration of the Sport activities for persons with disabilities in Tasmania. The objects for which the Association has established and maintained are to:

- (a) recognise RDAA as the SA recognised national federation for the Sport in Australia and to act as a member of RDAA in accordance with the Statutes and Regulations and the RDAA constitution;
- (b) conduct, encourage, promote, advance, control and manage all levels of the Sport in Tasmania interdependently with Members and others;
- (c) adopt, formulate, issue, interpret and amend by-laws, rules and regulations for the control and conduct of the Sport in Tasmania in keeping with the terms of this Constitution and the RDAA constitution, as amended from time to time;
- (d) encourage the provision and development of appropriate facilities for participation in the Sport;
- (e) maintain and enhance standards, quality and reputation of the Sport for the collective and mutual benefit and interests of members and the Sport by maintaining and improving safety, training, horse management and equestrian activities;

- (f) use and promote the Intellectual Property;
- (g) promote the Sport for commercial, government and public / community recognition and benefits;
- (h) select, prepare and enter Tasmanian teams in national competitions;
- (i) undertake other actions or activities necessary, incidental or conducive to advance these Objects;
- (j) have regard to the public interest in its operations; and
- (k) encourage and promote widespread participation in the sport to enhance opportunities for every participant to reach levels appropriate to their ability and aspiration.
- (l) encourage, promote, support and assist Members to provide activities in therapy, sport, recreation, training and safety programs for persons with disabilities and to foster opportunities for integration;
- (m) seek to influence all levels of Government, Federal, State and Local, to support and finance activities of the Association and its Members;
- (n) liaise with other bodies, including International and National, having an interest in the treatment and well-being of persons with disabilities;
- (o) train and accredit coaches and volunteers;
- (p) provide and maintain such facilities and equipment as may be required by and for the purpose of the Association;
- (q) act as coordinating body for Members and to provide a forum for the exchange of information and ideas for the betterment of the Association;
- (r) do all such things as are incidental or conducive to the attainment of the above objects or any of them;
- (s) foster and support the integration of people with disabilities into community activities and into the administration of the Association;
- (t) adhere to RDAA standards in all areas of program delivery in safety, Coach and volunteer training, horse management and equestrian activities.

### 3.2 RDAA

Subject to any applicable law, the Association must:

- (a) comply with, and do everything within its power to enforce compliance with, the Statutes and Regulations and the RDAA constitution; and
- (b) represent Tasmania's interest in, and co-operate with, RDAA in all matters relating to the organisation.

### 3.3 ACNC

RDAT shall comply with the governing requirements of the ACNC whilst RDAT maintains its status as a registered not-for-profit organisation of the ACNC. This includes, but is not limited to the:

- (a) application and use of the assets and funds of the Association in accordance with clause 4.1; and
- (b) dissolution and / or revocation of the Association in accordance with clause 29.

### 3.4 Powers

The powers of the Association are to be used solely for furthering the Objects set out in clause 3.1, in addition to the rights, powers and privileges conferred on it under the Act.



#### **4 INCOME AND PROPERTY OF THE ASSOCIATION**

##### **4.1 Sole Purpose**

The assets and income of the Association shall be applied solely to further its objects and no portion shall be distributed directly or indirectly to the members of the Association except as genuine compensation for services rendered or expenses incurred on behalf of the organisation.

##### **4.2 Payments to Members**

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Association; or
- (b) for approved out-of-pocket expenses incurred on behalf of the Association; or
- (c) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (d) of reasonable rent for premises let by them to the Association.

#### **5 RDAA MEMBERSHIP OBLIGATIONS**

##### **5.1 RDAA Recognition**

- (a) RDAA recognises the Association as the member of RDAA for Tasmania and responsible for ensuring the efficient administration of the Sport in Tasmania in accordance with the Objects. The Association must be and remain a legal entity.
- (b) The Association will:
  - (i) have Objects that align with RDAA's objects and do all that is reasonably necessary to enable RDAA's objects to be achieved, having regard to any legislation applicable to the Association;
  - (ii) effectively promulgate and enforce the RDAA constitution and the Statutes and Regulations;
  - (iii) at all times act for and on behalf of the interests of RDAA, the Association, the Members and the Sport;
  - (iv) be responsible and accountable to RDAA for fulfilling its respective obligations under RDAA's strategic plan as revised from time to time;
  - (v) provide RDAA with copies of its audited accounts, annual report and associated documents immediately following its annual general meeting;
  - (vi) provide RDAA with copies of its business plans and budgets from time to time and within fourteen (14) days of request by the RDAA board;
  - (vii) be bound by the RDAA constitution and the Statutes and Regulations;
  - (viii) act in good faith and loyalty to maintain and enhance RDAA and the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
  - (ix) at all times operate with and promote, mutual trust and confidence between RDAA, the Association and its Members, promoting economic strength, sporting success, strength and stability of each other and work cooperatively in the pursuit of the Objects;
  - (x) maintain a database of all Centres and Individual Members Registered with it in accordance with the RDAA constitution and provide a copy to RDAA upon request; and
  - (xi) not 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 and its maintenance and development.

## **5.2 Constitution of the Association**

- (a) The Association shall take all steps necessary to ensure this Constitution (and any amendments) conforms, to the RDAA constitution, subject to any prohibition or inconsistency in any relevant legislation.
- (b) This Constitution and any subsequent amendments to this Constitution shall be subject to the approval of RDAA.
- (c) RDAA shall approve, without delay, this Constitution and any subsequent amendments to this Constitution as may be submitted by the Association provided the amendments conform to the RDAA constitution.
- (d) If the documents do not conform to the RDAA constitution, the Association shall, without delay, take all steps necessary to address the inconsistency so that the documents conform to the RDAA constitution.
- (e) For the avoidance of doubt, if any inconsistency remains between this Constitution and the RDAA constitution, the RDAA constitution shall prevail to the extent of that inconsistency.
- (f) The Association must:
  - (i) advise RDAA as soon as practicable of any serious administrative, operational or financial difficulties the Association is having;
  - (ii) assist RDAA in investigating those issues; and
  - (iii) cooperate with RDAA in addressing those issues in whatever manner, including by allowing RDAA to appoint an administrator to conduct and manage the Association's business and affairs, or to allow RDAA itself to conduct itself all or part of the business or affairs of the Association and on such conditions as RDAA considers appropriate.
- (g) The Association acknowledges that RDAA may develop and implement By-Laws which may set out:
  - (i) the membership criteria (of RDAA) to be met by the Association; and
  - (ii) the privileges and benefits of membership of RDAA.

## **5.3 Amendment of the Association Constitution**

No addition, alteration or amendment shall be made to this Constitution unless the same has been approved by Special Resolution.

## **6 MEMBERSHIP**

### **6.1 Categories of Members**

Members of the Association fall into one of the following categories:

- (a) Life Members, who subject to this Constitution, shall have the right to attend and debate, but not vote at General Meetings;
- (b) Centres, which subject to this Constitution, shall be represented by their representatives (Delegates) who shall have the right to attend, debate and vote at Meetings for and on behalf of the Centres;
- (c) Individual Members, who are financial members of a Centre or the Association and subject to this Constitution, shall have the right to attend, but not debate nor vote at General Meetings; and
- (d) Individual Members, who are unfinancial members of a Centre and subject to this Constitution, shall have the right to attend General Meetings, but do not have the right to debate nor vote at such meetings; and

- (e) such new or other categories of Members as may be established by the Directors. Any new category of Member established by the Directors must not be granted voting rights without the approval of the Association in a General Meeting.

## 6.2 Admission to Membership

Subject to this clause 6, a Centre or person will become a Member, and the Directors will direct the SEO to record their name in the register of Members kept by the Association, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and / or the By-Laws and provided the person has signed an application in which they undertake to:

- (a) be bound by this Constitution and the By-Laws of the Association (including By-Laws specific to the relevant category of membership) and the RDAA constitution;
- (b) pay the fees and subscriptions determined to apply to the relevant membership category under clause 9; and
- (c) support the Association in the encouragement and promotion of the Objects.

## 6.3 Life Members

- (a) Life Membership is the highest honour which can be bestowed by the Association for longstanding and valued service to RDAA.
- (b) Any Member may forward a proposal for nomination for Life Membership to the Directors for their consideration.
- (c) On the recommendation of the Board, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to clause 6.2.
- (d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (e) The By-Laws will set out:
  - (i) current Life Members;
  - (ii) the criteria to be met by Life Members; and
  - (iii) the privileges and benefits of Life Membership.
- (f) Subject to clause 6.2, at the time of adoption of this Constitution, the Life Members of the Association shall be those persons currently recognised by the Association as Life Members.

## 6.4 Centres

- (a) Subject to clause 6.2 and 6.4(b), at the time of adoption of this Constitution, the Centres of the Association shall be those incorporated entities recognised by the Association as Centres.
- (b) Centres will:
  - (i) have objects that align with the Association's Objects and do all that is reasonably necessary to enable the Association's objects to be achieved;
  - (ii) effectively promulgate and enforce this Constitution, the RDAA constitution and the Statutes and Regulations;
  - (iii) at all times act for and on behalf of the interests of the Association, the Members and the Sport;
  - (iv) be responsible and accountable to the Association for fulfilling its respective obligations under the Association's strategic plan as revised from time to time;
  - (v) provide the Association with copies of its audited accounts, annual report and associated documents within fourteen (14) days following its annual general meeting;

- (vi) provide the Association with copies of its business plans and budgets from time to time and within fourteen (14) days of request by the Board;
  - (vii) be bound by this Constitution, the RDAA constitution and the Statutes and Regulations;
  - (viii) act in good faith and loyalty to maintain and enhance the Association and the Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and the Sport;
  - (ix) at all times operate with, and promote, mutual trust and confidence between RDAT and its Members, promoting economic strength, sporting success, strength and stability of each other and work cooperatively in the pursuit of the Objects;
  - (x) maintain a database of all Members Registered with it in accordance with this Constitution and provide a copy to the Association upon request by the Association in such means as may be required; and
  - (xi) not 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 and its maintenance and development.
  - (xii) elect or appoint a Delegate to represent the Centre at General Meetings and Centre Delegate Meetings, and a second Delegate to represent the Centre at Program Delivery Delegate Meetings, in accordance with this constitution.
- (c) Each Centre must:
- (i) advise the Association as soon as practicable of any serious administrative, operational or financial difficulties the Centre is having;
  - (ii) assist the Association in investigating those issues; and
  - (iii) cooperate with the Association in addressing those issues in whatever manner, including by allowing the Association to appoint an administrator to conduct and manage the Centre's business and affairs, or to allow the Association itself to conduct itself all or part of the business or affairs of the Centre and on such conditions as the Association considers appropriate. The Association is not obliged to act under this clause;

## **6.5 Centre Constitution**

- (a) Each Centre shall take all steps necessary to ensure its constitution (and any amendments) conforms, to this Constitution.
- (b) Any subsequent amendments to a Centre's constitution shall be subject to the approval of the Association.
- (c) The Association shall approve, without delay, any subsequent amendments to a Centre's constitution as may be submitted by a Centre provided the amendments conform to this Constitution.
- (d) If the documents do not conform to this Constitution, the Centre shall, without delay, take all steps necessary to address the inconsistency so that the documents conform to this Constitution.
- (e) For the avoidance of doubt, if any inconsistency remains between the Centre Constitution and this Constitution, this Constitution shall prevail to the extent of that inconsistency.
- (f) Each Centre acknowledges that the Association may develop and implement By-Laws which may set out:
  - (i) the membership criteria (of the Association) to be met by the Centre; and
  - (ii) the privileges and benefits of Centre membership.

**6.6 Individual Members**

- (a) No individual shall be Registered with the Association as an Individual Member except in accordance with this clause 6.6. The Directors may in their discretion refuse to accept a person as an Individual Member and shall not be required or compelled to provide any reason for such rejection.
- (b) Subject to clause 6.6(a) an individual that is recognised, affiliated, accredited or Registered by or with a Centre or the Association, will upon Registration, become an Individual Member of the Association and is subject to the provisions of this Constitution.
- (c) Registered financial members and registered riders of each Centre shall have voting rights at their general meetings. Parents or legal guardians of members under eighteen (18) years and those members over eighteen (18) years, who are not deemed to be mentally competent adults, shall be entitled to have one (1) vote on their behalf at general meetings of their respective Centre.
- (d) To remain a Member, all Individual Members must:
  - (i) renew their membership, affiliation, accreditation or Registration with their Centre or the Association at the start of each calendar year;
  - (ii) otherwise remain a member, affiliated, accredited or Registered with their Centre or the Association in accordance with the procedures applicable from time to time; and
  - (iii) pay such fees as may be prescribed by their respective Centre or the Association in respect of their membership, affiliation, accreditation or Registration;
- (e) In addition to the effect of membership set out in clause 6.2, an Individual Member is bound by, and must comply with, this Constitution, the By-Laws and the RDAA constitution.
- (f) An Individual Member is entitled to any benefits of membership prescribed to apply to Individual Members in the By-Laws.

**6.7 General**

- (a) The Association must keep a register of all Members.
- (b) No Member whose membership ceases has any claim against the Association or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) A right, privilege or obligation of a Member by reason of their membership of the Association is not capable of being transferred or transmitted to another Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) Members must treat all staff, contractors and representatives of the Association and all other Members with respect and courtesy at all times.
- (e) Members must not act in a manner unbecoming of a Member or prejudicial to the Objects and / or interests of the Association or the Sport.

**6.8 Limited Liability**

Members have no liability except as set out in clause 29.

**6.9 Effect of Membership**

- (a) Members acknowledge and agree that:
  - (i) this Constitution constitutes a contract between each of them and the Association and that they are bound by this Constitution and the By-Laws;
  - (ii) they shall comply with and observe this Constitution and the By-Laws and any determination, resolution or policy which may be made or passed by the Board or any duly authorised committee;

- (iii) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of the Association;
  - (iv) this Constitution is made in pursuit of a common purpose, namely the mutual and collective benefit of the Association, the Members and the Sport;
  - (v) this Constitution and By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport; and
  - (vi) they are entitled to all benefits, advantages, privileges and services of Association membership.
- (b) Subject to clause 9.2, a Voting Member has the right:
- (i) to receive notice of General Meetings and of proposed Special Resolutions in the manner and time prescribed by this Constitution;
  - (ii) to submit items of business for consideration at a General Meeting;
  - (iii) to attend and be heard at General Meetings;
  - (iv) to vote at a General Meeting; and
  - (v) to have access to documents of the Association as provided under clause 25.

## **7 CESSATION OF MEMBERSHIP**

### **7.1 Cessation**

A Member ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) the termination of their Membership according to this Constitution or the By-Laws;
- (d) if a body corporate, being dissolved or otherwise ceasing to exist; or
- (e) that Member no longer meeting the requirements for Membership according to this Constitution and / or the By-Laws.

### **7.2 Resignation**

For the purposes of clause 7.1(a);

An Individual or Life Member who has paid all monies due and has no other liability may resign as a member of the Association by giving written notice to the Board with immediate effect.

A Centre that:

- (a) has paid all monies due and payable to the Association; and
- (b) has provided the Association with a copy of the special resolution passed by the Centre's members resolving that the Centre resigns from the Association; and
- (c) has no other liability (contingent or otherwise) to the Association;

may resign from the Association by giving three (3) months' notice in writing to the Association. Where a Centre seeks to resign as a Member of the Association the written notice must be accompanied by a copy of the special resolution passed at the Centre's members' meeting.

### **7.3 Forfeiture of Rights**

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Association or the Directors for damages or otherwise or claims upon its property including the 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.

#### **7.4 Membership may be Reinstated**

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

#### **7.5 Cessation of Membership**

Where a Centre ceases to be a Member in accordance with this Constitution or the Act, each Individual Member and each Life Member of the Centre continue to be a Member of RDAT and RDAA to the extent (if any) and for such time (if any) as is determined in the sole discretion of the Board.

### **8 GRIEVANCES AND DISCIPLINE OF MEMBERS**

#### **8.1 Jurisdiction**

All Members are subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of the Association, whether under the By-Laws or under this Constitution.

RDAA has established and administers a grievance procedure by their Member Protection Information Officer (MPIO) in accordance with SA requirements.

The Member shall contact, either by telephone or in writing, the MPIO and advise they have a grievance which they wish to discuss. The identity of the MPIO will be communicated to all Members of the Association either by written notice or posted on the Association's web site. Where a grievance is to be submitted in writing it should be addressed clearly to the MPIO and marked "Private & Confidential".

#### **8.2 By-Laws**

Subject to clause 24, the Board may make By-Laws:

- (a) for the hearing and determination of:
  - (i) grievances by any Member who feels aggrieved by a decision or action of the Association (provided that all avenues of appeal available under the constitution of the relevant have been exhausted); and
  - (ii) disputes between Members relating to the conduct or administration of the Association;
  - (iii) for the discipline of Members;
    - (A) for the formation and administration of an Appeals Tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question; and
    - (B) for the termination of Members.
- (b) The Board in its sole discretion may refer an allegation (which in the opinion of the Board is not vexatious, trifling or frivolous) by a complainant (including but not only a Director or a Member) that a Member has:
  - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any other resolution or determination of the Board or any duly authorised committee; or
  - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association and / or the Sport; or

- (iii) prejudiced themselves, the Association or the Sport or brought themselves, the Association or the Sport into disrepute,

for investigation or determination either under the procedures set down in the RDAA Member Protection Policy or by such other procedure and / or persons as the Board considers appropriate.

- (c) During investigatory or disciplinary proceedings under this clause 8, a respondent, may not participate in the Sport, pending the determination of such proceedings (including any available appeal) unless the Board decides continued participation is appropriate having regard to the matter at hand.
- (d) The Board need not act under this clause in respect of any appeal or other matter until satisfied that all avenues of appeal and / or hearing have been exhausted first.
- (e) The Board may include in any By-Laws a final right of appeal to an independent body outside the control of the Association.

## **9 FEES AND SUBSCRIPTIONS**

### **9.1 Fees payable by Members**

- (a) The Directors must determine from time to time:
  - (i) the amount (if any) payable by an applicant for membership;
  - (ii) the amount of the annual membership fee payable by each Member, or any category of Members;
  - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
  - (iv) the payment method and due date for payment.
- (b) Each Member must pay to the Association the amounts determined under this clause 9 in accordance with clause 9.1(iv).

### **9.2 Non-Payment of Fees**

- (a) Subject to clause 9.2(b) but notwithstanding any other clause of this Constitution, the right of a Member to attend and vote at a General Meeting, shall be suspended while the payment of any subscription or other amount determined under clause 9.1(a) (i), (ii) or (iii) is in arrears.
- (b) Where a Member is in arrears for any amount:
  - (i) the Board may enter an arrangement with the Member for the payment of the amount; and
  - (ii) any arrangement may be disclosed to other Centres, but does not require their approval.

## **10 GENERAL MEETINGS**

### **10.1 AGM & SGM**

Annual General Meetings and Special General Meetings of the Association are to be held:

- (a) according to the Act; and
- (b) otherwise as determined by the Directors (including date and venue); and
- (c) within ninety (90) days after the end of the financial year.

### **10.2 Power to Convene General Meeting**

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the act.



- (b) Delegates may convene a General Meeting in accordance with the Act, requested by a majority of the Delegates.

### **10.3 Notice of Meeting**

- (a) Notice of a Meeting of Members must be given:
  - (i) to all Members entitled to attend the Meeting, the Directors and the auditor of the Association; and
  - (ii) in accordance with clause 27 and the Act.
- (b) At least forty-five (45) days prior to the proposed date of the meeting, the SEO will request from Delegates notices of motions, which must be received no less than thirty-five (35) days prior to the meeting.
- (c) At least thirty (30) days' notice of the time and place of a meeting must be given, together with:
  - (i) all information required to be included in accordance with the Act;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Delegate or Director;
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant meeting.

### **10.4 No Other business**

No business other than that stated in the notice of meeting may be transacted at a meeting.

### **10.5 Cancellation or Postponement of General Meeting**

Where a General Meeting is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. However, this clause does not apply to a General Meeting convened by:

- (a) Delegates according to the Act;
- (b) the Directors at the request of Members; or
- (c) a Court.

### **10.6 Written Notice of Cancellation or Postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the meeting; and
- (b) each other person entitled to notice of a General Meeting under this Constitution or the Act,
- (c) at least seven (7) days prior to the date of the meeting.

### **10.7 Contents of Notice Postponing General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different from the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two (2) or more places, the technology that will be used to hold the meeting in that manner.

**10.8 Number of Days for Postponement of General Meeting**

The number of days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of days' notice of that General Meeting required to be given by clause 10.6.

**10.9 Business at Postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

**10.10 Non-receipt of Notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

**10.11 Right to Appoint Delegates**

10.11.1 Centre Delegate

- (a) As a minimum, each Centre is required to elect or appoint one (1) Centre Delegate to the Association as its representative, to attend and vote on behalf of that Centre at General Meetings and Centre Delegate Meetings and to exercise the powers of a Centre Delegate in relation to resolutions to be passed without meetings. The Centre Delegate appointed by the Centre to be its representative must be a financial Committee Member of the Centre. A person who is a Director of the Association cannot also be a Centre Delegate simultaneously.
- (b) The election or appointment of each Centre Delegate is for a term of two (2) years and must be appropriately empowered by the Centre to consider, make decisions and vote at General Meetings and Centre Delegate Meetings.
- (c) A Centre may appoint up to two (2) representatives, but only one (1) representative may exercise the Centre's powers at Meetings.
- (d) Centres must notify the SEO of their appointed, authorised Centre Delegate within forty-eight (48) hours of their appointment.
- (e) Each Centre shall advise the SEO of a substitute representative at least forty-eight (48) hours prior to any Centre Delegate Meeting or General Meeting. The substitute representative may vote.

10.11.2 Program Delivery Delegate

- (a) As a minimum, each Centre is required to elect or appoint one (1) Program Delivery Delegate to the Association as its representative, to attend and vote on behalf of that Centre at Program Delivery Delegate Meetings and to exercise the powers of a Program Delivery Delegate in relation to resolutions to be passed without meetings. The Program Delivery Delegate appointed by the Centre to be its representative must be a financial member of the Centre. A person who is a Director of the Association cannot also be a Program Delivery Delegate simultaneously.
- (b) The election or appointment of each Program Delivery Delegate is for a term of two (2) years and must:
  - (i) be appropriately empowered by the Centre to consider, make decisions and vote at Program Delivery Delegate Meetings; and
  - (ii) must be a qualified coach of the appointing Centre.
- (c) A Centre may appoint up to two (2) representatives, but only one (1) representative may exercise the Centre's powers at any Program Delivery Delegate Meeting.
- (d) Centres must notify the SEO of their appointed, authorised Program Delivery Delegate within forty-eight (48) hours of their appointment.

- (e) Each Centre shall advise the SEO of a substitute representative at least forty-eight (48) hours prior to any Program delivery Delegate Meeting. The substitute representative may vote.

#### **10.12 Proxy Voting**

- (a) Proxy voting is not permitted at Annual General Meetings of the Association.
- (b) Proxy voting shall be permitted at all meetings other than Annual General Meetings, provided a proxy form in the form approved by the Board from time to time, has been duly completed and executed and is lodged with the SEO at least seventy-two (72) hours before the commencement of the meeting.
- (c) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. For the proxy to be valid a Centre must instruct the proxy to vote either in favour of or against any proposed resolutions which must be set out in the proxy form.

#### **10.13 Postal or Electronic Voting**

Postal voting or voting by electronic communication at General Meetings of the Association may be permitted from time to time in such instances as the Directors may determine and shall be conducted in accordance with procedures prescribed by the Directors.

### **11 PROCEEDINGS AT GENERAL MEETINGS**

#### **11.1 Number for a Quorum**

The number of Centres who must be represented by their Delegate or authorised proxy and eligible to vote for a quorum to exist at a General Meeting is fifty percent (50%) plus one (1) of the total number of Centres.

#### **11.2 Requirement for a Quorum**

An item of business may not be transacted at a General Meeting unless a quorum is present and remains throughout the General Meeting.

#### **11.3 Quorum and Time - Special General Meetings**

If within thirty (30) minutes after the time appointed for a Special General Meeting, or at any other time during the meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the Chair determines.

#### **11.4 Quorum and Time – Annual General Meetings**

- (a) If within thirty (30) minutes after the time appointed for an Annual General Meeting, or at any other time during the meeting, a quorum is not present, the meeting stands adjourned to such other day, time and place as the Chair determines.
- (b) Where the meeting has been adjourned under clause 11.4(a), such Centres as are represented by their Delegate on the adjourned date shall constitute a quorum.

#### **11.5 President to Preside over General Meetings**

- (a) The President is entitled to preside as Chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chair, or the Chair is not present within fifteen (15) minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):
  - (i) a Director (or other person) chosen by a majority of the Directors present;
  - (ii) the only Director present; or

- (iii) a Delegate of a Centre who is entitled to vote and is chosen by a majority of the Centres represented by their authorised representatives.

#### **11.6 Conduct of General Meetings**

- (a) The Chair:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in his / her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the Corporations Act 2001 (Cth), terminate discussion or debate on any matter whenever he / she considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chair under this clause 11.6 is final.

#### **11.7 Adjournment of General Meeting**

- (a) The Chair may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

#### **11.8 Notice of Adjourned Meeting**

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for thirty (30) days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

#### **11.9 Questions Decided by Majority**

Subject to the requirements of the Act (if any) and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

#### **11.10 Equality of Votes**

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried. For the avoidance of doubt the Chair does not have a casting vote where voting is equal.

#### **11.11 Declaration of Results**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the Chair 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 minutes of the meetings of the Association, is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

#### **11.12 Poll**

- (a) If a poll is properly demanded in accordance with the Corporations Act 2001 (Cth) or by the Chair of the meeting, it must be taken in the manner and at the date and time directed by the Chair, and

the result of the poll is the resolution of the meeting at which the poll was demanded. On a poll each Delegate will have the number of votes fixed under clause 12.

- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

#### **11.13 Objection to Voting Qualification**

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - (i) may not be raised except at that meeting; and
  - (ii) must be referred to the Chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

#### **11.14 Chair to Determine Any Poll Dispute**

If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision made in good faith is final.

#### **11.15 Minutes**

- (a) The SEO must ensure that minutes are taken and kept of each General Meeting.
- (b) The minutes must record:
  - (i) the business considered at the meeting;
  - (ii) any resolution on which a vote is taken and the result of the vote; and
  - (iii) the names of persons present at all meetings.
- (c) In addition, the minutes of each Annual General Meeting must include:
  - (i) the financial statements submitted to the Members in accordance with the Act;
  - (ii) the certificate signed by two Directors certifying that the financial statements give a true and fair view of the financial position and performance of the Association; and
  - (iii) any audited accounts and auditor's report or report of a review accompanying the financial statements that are required under the Act.
- (d) The minutes of General Meetings shall be available for inspection and copying by the Members within fourteen (14) days after holding the General Meeting.

### **12 VOTES OF MEMBERS**

- (a) At a General Meeting, on a show of hands and on a poll, each Delegate shall have one vote. A Centre's vote will be exercised by its appointed Delegate or authorised representative.
- (b) No Members other than Delegates are entitled to vote at General Meetings.

### **13 STAKEHOLDER FORUMS**

#### **13.1 Power to Convene Stakeholder Forums**

- (a) The Directors may from time to time convene a Stakeholder Forum.
- (b) The Directors shall on the written requisition of a majority of the Delegates convene a Stakeholder Forum.

### 13.2 Notice of Stakeholder Forums

Where a Stakeholder Forum is convened:

- (a) Notice of a Stakeholder Forum must be given to all Members and Directors entitled to attend a General Meeting. Other parties may be invited to the Stakeholder Forum by the Directors.
- (b) At least twenty-eight (28) days prior to the proposed date of the Stakeholder Forum, the SEO will request from Members notice of any matters they wish to be discussed at the meeting, which must be received no less than fourteen (14) days prior to the meeting.
- (c) At least fourteen (14) days' notice of the time and place of a Stakeholder Forum must be given, together with any items for discussion proposed by the Directors or a Member.

### 13.3 Conduct of a Stakeholder Forum

- (a) A Stakeholder Forum is to provide opportunity for open discussion on all matters relating to the Sport in Tasmania and all attendees shall have equal opportunity to participate in discussions. The Directors may also use the meeting to discuss, inter alia, the current or proposed Business Plan, Budgets, financial results and By-laws.
- (b) The format of proceedings at a Stakeholder Forum shall be at the discretion of the Directors and may include plenary sessions, small group workshops or guest speakers.
- (c) The Directors shall determine who shall chair the Stakeholder Forum, including who shall lead or facilitate particular discussion items.
- (d) There shall be no quorum requirement for a Stakeholder Forum.
- (e) Items for discussion which were not included in the notice issued under clause 13.2(c) may, with the permission of the Chair, be raised for discussion.

### 13.4 Consensus at Stakeholder Forum

A resolution may be made by consensus of the forum for consideration by the Directors. Directors are not bound by any resolution passed at the forum.

## 14 DIRECTORS

### 14.1 Composition of the Board

The Board shall ideally include a gender balance and consist of:

- (a) five (5) Elected Directors all of whom will be elected under clause 15.3; and
- (b) up to two (2) additional Appointed Directors who shall be appointed in accordance with clause 16.

The Board's performance shall be monitored and evaluated on an annual basis, engaging independent input in an open and transparent manner and implementing changes as appropriate.

### 14.2 Portfolios

The Board may allocate portfolios to Directors.

### 14.3 Qualifications

- (a) The Board may determine from time to time job descriptions and qualifications for Directors.
- (b) A person who holds an Official Position is not eligible to be elected as a Director. For the avoidance of doubt if a person who holds an Official Position nominates to be considered for election as a Director and is elected as a Director that person cannot take office as a Director until they have resigned from the Official Position. A copy of such resignation must be received by the SEO within forty-eight (48) hours of the General Meeting at which the person is elected.
- (c) Board Members must not hold any position as a committee member, office bearer, paid appointee, employee or paid coach, at a Centre.

- (d) A person who has been SEO is not eligible to be elected or appointed as a Director for a period of one (1) year.

#### **14.4 Current Board**

The terms of the Directors in office at the date of the adoption of this Constitution shall continue at the General Meeting at which this Constitution is adopted in accordance with clause 15.4. Those Directors may be re-elected or re-appointed for a further term, as the case may be, subject always to this Constitution.

#### **14.5 Remuneration of Directors**

A Director shall not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be:

- (a) paid by the Association for services rendered to it other than as a Director; and
- (b) reimbursed by the Association for their reasonable travelling, accommodation and other expenses when:
  - (i) travelling to or from meetings of the Directors, a Committee or the Association; or
  - (ii) otherwise engaged on the affairs of the Association.

#### **14.6 Honorarium**

The Association shall not pay any Director any ex-gratia payments.

### **15 ELECTED DIRECTORS**

#### **15.1 Nomination for Board**

Nominations for Elected Directors shall be called for by the SEO forty-five (45) days prior to the General Meeting at which the election is to be held (usually the AGM).

#### **15.2 Form of Nomination**

Nominations must be:

- (a) in writing on the prescribed form (if any);
- (b) proposed by a financial Member of RDA or a financial Member of a Centre, and seconded by a separate financial Member of RDA or a financial Member of a Centre;
- (c) certified by the nominee expressing their willingness to accept the position for which they are nominated; and
- (d) delivered to the Association not less than twenty-eight (28) days before the date fixed for the holding of the General Meeting.

#### **15.3 Elections**

- (a) Subject to clauses 15.1 and 15.2, and notwithstanding if the number of nominations received for positions on the Board is equal to or exceeds the number of vacancies to be filled, each nomination as an Elected Director shall be the subject of an election at the General Meeting
- (b) If there are insufficient nominations received to fill all vacancies on the Board, the unfilled positions will be deemed casual vacancies under clause 17.1.
- (c) The voting shall be conducted in such manner and by such method as may be determined by the Board from time to time.

#### **15.4 Term of Appointment**

- (a) Subject to this Constitution, and in particular clause 15.4(c), Elected Directors shall be elected in accordance with this Constitution for a term of three (3) years, which shall commence from the conclusion of the General Meeting at which the election occurred until the conclusion of the third Annual General Meeting following.
- (b) Preferably and when possible, two (2) Elected Directors shall retire after the first year after their election. Two (2) Elected Directors shall retire after the second year after their election and the remaining one (1) Elected Director shall retire after the third year after their election, until the five (5) Elected Directors have retired, after which those Elected Directors elected to the vacancies after the first year shall retire and so on. The Elected Directors to retire and the year in which they retire will be determined by the Board. If the Board cannot agree, retirements will be determined by lot.
- (c) Notwithstanding any other clause, should any adjustment to the term of Elected Directors elected under this Constitution be necessary to ensure rotational terms in accordance with this Constitution, this shall be determined by the Board. If the Board cannot agree, retirements will be determined by lot. For the avoidance of doubt any part of a term shall be deemed a full term for the purposes of this clause 15.4.
- (d) Following the adoption of this Constitution, it is preferable that a person who has served as an Elected Director for a period of three (3) consecutive full terms (9 years) shall not be eligible for re-election as a Director until the third Annual General Meeting following the date of conclusion of their last term as a Director.

### **16 APPOINTED DIRECTORS**

#### **16.1 Appointment of Appointed Director**

The Elected Directors may appoint up to two (2) Appointed Directors in accordance with this Constitution.

#### **16.2 Qualifications for Appointed Directors**

Appointed Directors should have skills that complement and / or supplement any skill gaps that may exist in the Board, with the aim of ensuring that the Board has all the necessary skills to govern the organisation. Appointed Directors do not need to be Individual Members or have experience in, or exposure to, the Sport.

#### **16.3 Term of Appointment**

- (a) Directors appointed under clause 16.1 may be appointed by the Elected Directors in accordance with this Constitution for a term of up to three (3) years, which shall commence and conclude on dates as determined by the Elected Directors.
- (b) Following the adoption of this Constitution, no person who has served as an Appointed Director for a period of up to three (3) consecutive full terms (9 years) shall be eligible for re-appointment as a Director for at least three (3) years following the date of conclusion of their last term as a Director.

### **17 VACANCIES ON THE BOARD**

#### **17.1 Casual Vacancies**

- (a) Any casual vacancy that occurs in the position of an Elected Director may be filled by the remaining Elected Directors or from among appropriately qualified persons.
- (b) Any casual vacancy may only be filled for the remainder of the vacating Director's term under this Constitution.



### **17.2 Grounds for Termination of Director**

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

- (a) dies;
- (b) becomes bankrupt or insolvent under administration or makes any arrangement or composition with their 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 their office in writing to the Association;
- (e) is absent without the consent of the Board from meetings of the Board held during a period of three (3) months;
- (f) is an employee of the Association or a Centre;
- (g) holds an Official Position with a Centre;
- (h) holds a Director's position with RDAA;
- (i) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his interest;
- (j) after reasonable consideration by the Board it determines the Director:
  - (i) has acted in a manner unbecoming or prejudicial to the Objects and / or interests of the Association and / or the Sport; or
  - (ii) has brought himself / herself, the Association or the Sport into disrepute,provided the Director is first given the opportunity to make written or oral submissions to the Board before a determination is made;
- (k) is removed by Special Resolution; or
- (l) would otherwise be prohibited from being a director of a corporation under the Corporations Act 2001 (Cth).

### **17.3 Board May Act**

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

## **18 POWERS AND DUTIES OF DIRECTORS**

### **18.1 Directors to Manage the Association**

The Directors are to manage the Association's business and may exercise those of the Association's powers that are not required, by the Act or by this Constitution, to be exercised by the Association in General Meeting.

The business of the Association shall be managed, and the powers of the Association shall be exercised, by the Board. In particular, the Board as the controlling authority of the Association 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 and the sports of Riding for persons with disabilities throughout Australia and shall:

- (a) govern the sport of riding for people with disabilities in Tasmania in accordance with the objects of the Association;

- (b) determine major strategic directions of the Association;
- (c) review the Association's performance in achieving its pre-determined aims, objectives and policies.

### **18.2 Specific Powers of Directors**

Without limiting clause 18.1 the Directors may exercise all the Association's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Association or of any other person.

### **18.3 Time**

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may in their absolute discretion extend that time, period or date as they think fit.

### **18.4 Delegation of Powers**

- (a) The Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Association or any other person as they think fit.
- (b) Any delegation by the Directors of their powers:
  - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
  - (ii) may be either general or limited in any way provided in the terms of the delegation;
  - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
  - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

### **18.5 Code of Conduct**

The Directors must:

- (a) adopt a code of conduct for Directors; and
- (b) periodically review the code of conduct related to general principles of good corporate governance.

## **19 PROCEEDINGS AT DIRECTORS' MEETINGS**

### **19.1 Directors Meetings**

- (a) Subject to clause 19.1(b), the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least five (5) times in each calendar year.

### **19.2 Questions Decided by Majority**

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one (1) vote on a matter arising for decision by Directors.

**19.3 Chair's Casting Vote**

The chair of the meeting will not have a casting vote.

**19.4 Quorum**

Four Directors present in person constitutes a quorum.

**19.5 Convening Meetings**

- (a) A Director may, and the SEO on the request of a Director must, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, facsimile or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Association in person or by post or by telephone, facsimile or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at that meeting of Directors.

**19.6 Election of President**

- (a) The Elected Directors must at the first Board meeting after the AGM annually elect by majority vote one of their number to the office of President of the Board. The President shall be deemed to also have the title of Chair of the Board.
- (b) The Director elected to the office of President of directors under clause 19.6(a) will remain President for one (1) year from the date of their election until the first Board meeting after the next AGM and shall chair any Board meeting. A Director elected as President may be re-elected as President in following years so, long as he or she remains a Director.
- (c) Despite clause 19.6(b), if:
  - (i) there is no person elected as President; or
  - (ii) the President is not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
  - (iii) if the President is unwilling to act, for that meeting only and in order of precedence:
  - (iv) the Vice President shall assume the role of President and if the Vice President is not present or is unwilling to act as the President, then
  - (v) the Directors present may elect one of their number to be chair of the meeting.

**19.7 Circulating Resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held if the required majority of the Directors, who are entitled to vote on the resolution, sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director required to achieve the required majority signs.

### **19.8 Validity of Acts of Directors**

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

### **19.9 Directors' Interests**

- (a) A Director shall declare to the Board that Director's interest in any matter in which any material personal interest or related party transaction arises as defined by the Corporations Act 2001 (Cth), and that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter.
- (b) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (c) The SEO shall maintain a register of declared interests.

### **19.10 Minutes**

The Directors must cause minutes of meetings to be made and kept according to the Act and the Corporations Act 2001 (Cth).

## **20 TELECOMMUNICATION MEETINGS OF THE ASSOCIATION**

### **20.1 Telecommunication Meeting**

- (a) A General Meeting or a Directors' Meeting may be held by means of a telecommunication meeting, provided that:
  - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and
  - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this clause 20.

### **20.2 Conduct of Telecommunication Meeting**

The following provisions apply to a telecommunication meeting of the Association:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the Chair of leaving the meeting; and
- (f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

## **21 STATE EXECUTIVE OFFICER**

### **21.1 Appointment of SEO**

The Directors may appoint a SEO.

### **21.2 Powers, Duties and Authorities of SEO**

- (a) If appointed the SEO holds office on the terms and conditions (including any remuneration) and with the powers, duties and authorities, determined by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the SEO are subject at all times to the control of the Directors.

### **21.3 Suspension and Removal of SEO**

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

### **21.4 Delegation by Directors to SEO**

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

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Association;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Association; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the SEO.

### **21.5 SEO to Attend Meetings**

If appointed the SEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Association, all meetings of the Directors and any Committees and may speak on any matter, but does not have a vote.

## **22 PUBLIC OFFICER**

- (a) There must be a Public Officer who is to be appointed by the Directors under the Act.
- (b) In addition to the manner in which the office of public officer becomes vacant under the Act, the Directors may suspend or remove the Public Officer from that office.
- (c) The Public Officer holds office on the terms and conditions and with the powers, duties and authorities, determined by the Act and the Directors. Subject to this Constitution the Public Officer is not entitled to remuneration unless the Public Officer is also the SEO.

## **23 COMMITTEES**

### **23.1 Committees**

The Directors may by written instrument delegate any of their powers to Committees consisting of such persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

Centre Delegate Meetings and Program Delivery Delegate Meetings have different and separate roles and functions from General Meetings of the Association and are deemed to be Committee Meetings.

Centre Delegate Meetings incorporate discussion and decisions relating to the general operations of the Association and are attended by the Centre Delegates, whereas Program Delivery Delegate Meetings are restricted to discussion and decisions pertaining to planning, organising and holding riding events, training and related activities, which are attended by the Program Delivery Delegates.

### **23.2 Powers Delegated to Committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors. A Committee is responsible to and reports to the Board.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

### **23.3 Committee Meetings**

Committee meetings are governed by the provisions of this Constitution dealing with Directors' Meetings, as far as they are capable of application.

Minutes of Committee Meetings shall be recorded and sent to the Board and SEO within fourteen (14) days after the meeting was held.

## **24 BY-LAWS**

### **24.1 Making and Amending By-Laws**

- (a) In addition to By-Laws made under clause 8.2 the Directors may from time to time make By-Laws which in their opinion are necessary or desirable for the control, administration and management of the Association's affairs and the Sport in Tasmania and may amend, repeal and replace those By-Laws.
- (b) Interpretation of the By-Laws is solely the responsibility of the Directors.

### **24.2 Effect of By-Laws**

A By-Law:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

## **25 KEEPING AND INSPECTION OF RECORDS**

- (a) The Directors will cause the Association records to be kept for a period of seven (7) years from their creation.
- (b) Subject to privacy and confidentiality obligations Members shall have the right to inspect documents of the Association as permitted by the Act.
- (c) The Board may impose conditions on a Member's inspection of the Association documents under this clause or may refuse such inspection where the Board reasonably considers that the Member is not seeking and / or undertaking the inspection in good faith and / or for a proper purpose.

## **26 ACCOUNTS**

### **26.1 Accounting Records**

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.

## **26.2 Transactions**

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, in such manner as the Directors determine from time to time.

## **26.3 Auditor**

- (a) A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Corporations Act 2001 (Cth).
- (b) Members may remove an auditor from office by resolution made at a General Meeting in accordance with the Act.

## **27 SERVICE OF DOCUMENTS**

### **27.1 Document Includes Notice**

In this clause 27, document includes a notice.

### **27.2 Methods of Service on a Member**

The Association may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a fax number or electronic address nominated by the Member.

### **27.3 Methods of Service on the Association**

A Member may give a document to the Association:

- (a) by delivering it to the Association's registered office;
- (b) by sending it by post to the Association's registered office; or
- (c) by sending it to a fax number or electronic address nominated by the Association.

### **27.4 Post**

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post and is taken to have been received on the third (3<sup>rd</sup>) business day after the date of its posting.
- (b) if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail and is taken to have been received on the tenth (10<sup>th</sup>) business day after the date of its posting.

### **27.5 Electronic Transmission**

If a document is sent by any form of electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the electronic transmission; and
- (b) have been delivered on the business day following its transmission.

## **28 INDEMNITY**

### **28.1 Indemnity of Officers**

Every person who is or has been:

- (a) a Director;
- (b) SEO; or
- (c) Public Officer,

is entitled to be indemnified out of the property of the Association against:

- (d) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (e) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity, unless:
  - (i) the Association is forbidden by statute to indemnify the person against the liability or legal costs; or
  - (ii) an indemnity by the Association of the person against the liability or legal costs would, if given, be made void by statute.

## **28.2 Insurance**

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director, Public Officer or SEO against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Association is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Association paid the premium, be made void by statute.

## **28.3 Deed**

The Association may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by clause 28.1 on the terms the Directors think fit (as long as they are consistent with clause 28.1).

## **29 WINDING UP**

### **29.1 Excess Property on Winding Up**

- (a) In the event of the organisation being dissolved, all assets that remain after such dissolution and the satisfaction of all debts and liabilities shall be transferred to another organisation with similar purposes, which is charitable at law and which has rules prohibiting the distribution of its assets and income to its members.
- (b) If the organisation is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:
  - (i) gifts of money or property for the principal purpose of the organisation;
  - (ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation;
  - (iii) money received by the organisation because of such gifts and contributions.
- (c) The body is, or those bodies are, to be determined by the Board at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.
- (d) If the association's deductible gift recipient endorsement is revoked (whether or not the association is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of clause 29.1(b), as decided by the Board.



**29.2 Contributions of Members on Winding Up**

- (a) Each Member must contribute to the Association's property if the Association is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
  - (i) payment of the Association's debts and liabilities contracted before their membership ceased;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves,and the amount is not to exceed one dollar (\$1.00).

**30 COMMON SEAL**

- (a) If the Association has a common seal it shall:
  - (i) be kept in the custody of the SEO; and
  - (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of two (2) Directors.
- (b) A Director may not sign a document to which the seal of the Association is fixed where the Director is interested in the contract or arrangement to which the document relates.

**31 SOURCE OF FUNDS**

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

**32 REGISTERED ADDRESS**

The registered address of the Association is:

- (a) the address determined from time to time by resolution of the Board; or
- (b) if the Board has not determined an address to be the registered address, the postal address of the Secretary.